



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A State Government

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

REQUEST FOR PROPOSAL

**EMPANELMENT OF SUPPLIERS THROUGH E-PROCUREMENT
PORTAL FOR SUPPLY OF 550 MTs OF FORTIFIED RICE
KERNEL (FRKS) WITH THREE (3) MICRO NUTRIENTS IN 20 KG
BAGS TO APSCSCL FOR A PERIOD OF SIX MONTHS**

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

Web site: <http://www.apscscl.in>

**ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED (A STATE
GOVT. UNDERTAKING)**

INDEX

S.No.	Details	Sections
1	Scope of work	1.1 to 1.4
2	Eligibility/Prequalification conditions	2.1 to 2.7
3	Documents to be furnished along with application for registration	3.1 to 3.9
4	Instructions for submitting Tender	4.1 to 4.10
5	Quality parameters	5.1 to 5.7
6	Assaying	6.1 to 6.7
7	Evaluation of application for registration	7.1 to 7.6
8	Scheduling of e-auctions	8.1 to 8.26
9	Earnest Money	9.1 to 9.3
10	Security Deposit	10.1 to 10.4
11	Order for Supplies	11.1 to 11.7
12	Terms and conditions of delivery	12.1 to 12.6
13	Terms of Payment	13.1 to 13.4
14	Extension Time/ Penalty on Default	14.1 to 14.11
15	Cancellation of Agreement	15
16	Set off	16
17	Force Majeure	17
18	Dispute Resolution	18 (i to vi)
19	Miscellaneous	19 (i to xvi)
20	Indemnity	20
21	Jurisdiction	21
22	Appointment of suppliers for supply of 550 MTs of FRKs with three micronutrients in 20 Kg bags to APSCSCL for a period of 6 months	Annexure-I
23	Zone wise estimated quantity of Fortified Rice Kernels (FRK) for Six Months and the details of EMD and SD	Annexure – II
23	Estimated quantity of Fortified Rice Kernels (FRK) &NABL/SFL accredited food testing laboratories	Annexure – III
23	Contact details of APSCSCL Officials at Head Office and Districts.	Annexure- IV

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A STATE GOVERNMENT UNDERTAKING)

Head Office:10-152/1, Sri Sai Towers,

Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007

.....

1. TENDER DETAILS

SI. No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.,
2	District	(05) districts in Andhra Pradesh
3	Zone	(02) Zones
4	Tender Number	Tender.No.PDS/P2/1263/RF/2020-21 dated.06.04.2021
5	Tender Subject	Empanelment of suppliers through AP e-procurement e-reverse auction platform for supply of 550 Mts of fortified rice kernel (FRKs) with three (03) micro nutrients in 20 kg bags to APSCSCL.
6	Period of Contract	6 Months or as given in the Tender Schedule
7	Form of Contract	Price Quoted
8	Tender Type	Open
9	Tender Category	Products(Type of product: consumables)
10	EMD	As mentioned in Tender Schedule
11	EMD – Mode of Payment	The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/ RTGS through system generated Challan. The details shall be entered while submitting the technical tender in e-procurement portal.
12	Volume of Work	Supply of fortified rice kernel (FRKs) with three (03) micro nutrients in 20 kg bags to APSCSCL as indicated in Tender Document at Annexure II
13	No. of Schedules	Schedule wise/Zone wise quantities and the price bid dates/timings are enclosed in

		Annexure – II.
14	Bid validity	60 days from the date of opening of bids on the e-procurement platform.
15	Contract Period	6 months
16	Transaction Fee (Non-Refundable)	<p>Transaction fee: All the participating bidders who submit the bids have to pay</p> <p>a. An amount @ 0.03% (plus GST) of their final bid value online with a cap of Rs. 10,000/- for quoted value of purchase up to Rs.50 crores (or)</p> <p>b. An amount of Rs.25000/- if the purchase value is above Rs.50 crores plus GST applicable on transaction fee through online in favor of MD, APTS. The amount payable to APTS is nonrefundable.</p> <p>Corpus Fund: Successful bidder shall pay corpus fund to APTS</p> <p>a. An amount @ 0.04% of the contract value with a cap of Rs.10,000/- (Rupees Ten Thousand Only) for contract value up to Rs.50 Crores (or)</p> <p>b. An amount of Rs.25,000/- (Rupees Twenty-Five Thousand Only) for the contract value above Rs.50 Crores to sustain e-procurement initiatives, Research and Development of software application for automation for processes in user departments.</p>
17	Transaction Fee Payable to	Andhra Pradesh Technology Services Ltd, Vijayawada online payment only
18	Bid Document Download start date	07.04.2021
19	Bid Document Download end date	15.04.2021 at 2:00 PM
20	Last Date and Time for receipt of online Bids	15.04.2021 at 5:00 PM
21	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	15.04.2021 at 05:30 PM
22	Technical Bid Evaluation	16.04.2021 at 10:30 AM

22	Price Bid Opening Date and Time (Financial Bid Stage)	17.04.2021 11:00 AM onwards
23	Place of Tender Opening	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
24	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
25	Address	Head Office:10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007
26	Contact Details/ Telephone, E-Mail ID	Asst Manager (Mktg), Manager (QC) Mobile No: 7702003520, 9491838504, 8125525733 LandLine phone:+91-866-2551912, e-mail ID : mktgho.apscsco@ap.gov.in

EMPANELMENT OF SUPPLIERS THROUGH E-PROCUREMENT PORTAL FOR SUPPLY OF 550 MTs of Fortified Rice Kernel (FRKs) with Three (3) Micro Nutrients in 20 kg Bags to APSCSCL for a period of Six Months.

Fortified Rice Kernels (FRK) can be fortified with several micronutrients, such as iron, folic acid and other B-complex vitamins, vitamin A and zinc. The APSCSCL has invited applications from the Fortified Rice Kernel (FRK) Manufacturers from all over India for appointment of suppliers to supply Fortified Rice Kernel (FRK) as per FSSAI Standards through participation in the e-reverse auction conducted through AP e-Procurement Portal on behalf of APSCSCL Ltd. The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of Fortified Rice Kernel (FRK) is detailed below:

APSCSCL shall follow e-procurement mode for conducting electronic auction system for procurement of Fortified Rice Kernel (FRK) in 20 Kg Bag form from registered suppliers.

1. SCOPE OF WORK:-

1.1. The A P State Civil Supplies Corporation Ltd Vijayawada (here in after referred to as Corporation or through its observation APSCSCL) invites tenders for appointment of suppliers to supply Fortified Rice Kernel (FRK) as per FSSAI Standards through participation in the e-reverse auction conducted through AP e-Procurement Portal with Three (3) Micro Nutrients Fortified Rice Kernel (FRK) in 20 Kg Bag for six (6) Months period. The Fortified Rice Kernel (FRK) Manufacturers from all over India are eligible to participate in the reverse e-auction to be conducted by APSCSCL through AP e-Procurement portal.

1.2. The requirement of 550 MTs of Fortified Rice Kernel with Three (3) Micro Nutrients (FRK) in 20 kg Bag for Six (6) Months (from April- 2021 to September-2021) which has to be supplied to the specified Rice mills/Buffer Godowns of the corporation in specified Districts in the AP State for undertaking rice fortification and onward supply of fortified rice under PDS. The approximate quantity of the Fortified Rice Kernel (FRK) for Six (6) Months may be seen in Annexure-II. **The quantities are indicated Zone-wise and the destination districts may vary depending upon the requirement and demand as indented by the department from time to time.**

1.3. In order to facilitate tenderer from duly procuring Fortified Rice Kernels (FRK) in 20 kg Bags from all over India are eligible to participate in the reverse e-auction to be conducted through AP e-procurement are eligible to participate in e-procurement process, registration with mandatory. The inspection and evaluation of samples will be carried out in accordance with the specified quality parameters as per the procedure stipulated in sections 5 and 6.

1.4. The procedure for enrolment and registration of suppliers, terms and conditions for supply of FRK is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct

of e-auction. Details of such amendments will be uploaded in the website <http://www.apscscl.in> for the information of participants. No individual information will be given in this regard.

2 ELIGIBILITY / PREQUALIFICATION CONDITIONS.

- 2.1 The tenderer should have own manufacturing unit for Fortified Rice Kernels (FRK) are eligible to apply for registration, fulfilling certain criteria specified below.
- 2.2 The Fortified Rice Kernels (FRK) Manufacturing Unit should be owned.
- 2.3 The FRK Manufacturer should have to submit sales Invoice's / PO copies / Work Order supplied to reputed buyer if available.
- 2.4 The Manufacturer should have valid FSSAI licenses.
- 2.5 The Fortified Rice Kernels (FRK) Manufacturing Units should have proper valid license by the concerned authority for manufacturing and storing of Fortified Rice Kernels (FRK).
- 2.6 They should possess valid GST registration issued by concerned authorities.
- 2.7 The firm/applicant should not have been blacklisted / convicted for any offences or violation of any State or Central act such as essential commodities act etc or any criminal offence under IPC.

3 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

- 3.1 The Fortified Rice Kernels (FRK) processing Units should have proper valid license by the concerned authority for processing and storing of Fortified Rice Kernels (FRK) Copy of which will have to be furnished
- 3.2 Attested copy of audited balance Sheet and profit / loss account for past three years i.e., 2017-18, 2018-19 & 2019-20 duly certified by Chartered Accountant shall be submitted.
- 3.3 Applicants shall submit attested copy of the Income Tax returns of last three years i.e., 2017-18, 2018-19 & 2019-20 or from the establishment of the plant duly certified with a copy of a PAN card attested by authorized signatory.
- 3.4 Attested copy of Certificate of registration under GST Act as applicable shall be submitted. The suppliers have to produce the valid license from FSSAI.
- 3.5 FRK supplier should submit the below documents before dispatching the

consignment:

- Certificate of Analysis (COA) from an external NABL accredited laboratory, for each consignment
- COA of the premix used for manufacturing FRK, for each consignment
- Details of the quantity of FRK being supplied along with COA
- Valid FSSAI license to be submitted annually.

3.6 In case of partnership firm or Co-operative or Corporate, the Fortified Rice Kernels (FRK) Processing Units, Trading firms and processing units should furnish a copy of the partnership deed or bylaw or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Cooperative / corporate body 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.

3.7. The Fortified Rice Kernels (FRK) Manufacturing Units should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.

3.8 The address proof of the authorized signatory viz Telephone bill/copy of pass port / Aadhaar Card/ electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.

3.9 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

4 INSTRUCTIONS FOR SUBMITTING TENDER

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

- 4.1. The tenderer shall register with <https://apeprocurement.gov.in>
- 4.2. The tenderer shall obtain DSC key with digital encryption certificate from any Certifying Authorities in India.
- 4.3. Copy of following documents to be furnished along with the application: –
 - Turn Over of the firm shall be one crore in any single year of the last three Financial Years.

- Audited / Provisional (2019-20) Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for last 3 years financial years (FY 2017-18, FY 2018-19 and 2019-20) attested by Chartered Accountant.
 - Income Tax Returns (FY 2017-18, FY 2018-19 & FY 2019-20)
 - Tenderer shall have experience in supply of FRK atleast for a quantity of 100 MTs to any of the State Government /Central Government /PSUs in any of the last three financial years.
 - Experience certificate issued by concerned State heads of State/ Central / PSU or respective Head of the Departments should be uploaded in portal along with other relevant documents.
 - **Tenderer without the requisite experience may also participate by providing an undertaking that on confirmation of tender an additional performance guarantee in the form of SD of additional 3% (Total 6%) shall be furnished.**
 - Affidavit on non-judicial stamp paper worth Rs. 100/- that the bidder is not blacklisted either by APSCSCL or by any other Government undertakings in *Affidavit* duly signed by the authorized signatory.
 - In case of partnership firm or Co-operative or Corporate, the Supplier should furnish a copy of the registered partnership deed or byelaw or Memorandum of Associations and Articles of Association as the case may be.
 - PAN of the Bidder.
 - Bank account details of firm along with IFSC code, Branch details, and address shall be furnished in the letterhead of the Bidder and certified by the concerned banker.
 - The application form mentioned in Annexure I shall be filled, signed and to be submitted through portal.
 - All the pages of the RFP document shall be signed before submission of Tender. The tender submitted along with confirmation deemed that the tenderer is aware and understood all the terms and conditions of this tender document.
- 4.4.** The completed Technical bid along with relevant documents, and EMD shall be uploaded on e-procurement portal by as per the instructions mentioned in *Section 4*, Submission of Physical Tender is strictly prohibited, only through mail to dcpho.apscsco@ap.gov.in if any shortfall of documents with in 24hours.
- 4.5.** The applicant / Tenderer Shall be a Legal entity (Company, Partnership Firm, One person company, Sole Proprietorship)
- 4.6.** Board Resolution duly certified authorizing the person signing the Bid and Bid documents on behalf of the Company.

- 4.7. Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association, Byelaws.
- 4.8. Partnership firms should submit the registered partnership deed.
- 4.9. Every tender should be accompanied by an Affidavit sworn and signed before a Notary to the effect that the tenderer has no past or present criminal record with the Police / Vigilance of the Civil Supplies Department. The affidavit should also contain that they do not belong to any of the prohibited category to file Tenders such as those noted in the RFP. Giving false or misleading information in this regard will attract serious, legal consequences.
- 4.10. All registered tenderer duly procuring Fortified Rice Kernels (FRK) from all over India are eligible to participate in the reverse e-auction to be conducted by on behalf of APSCSC Ltd in e-auctions subject to terms and conditions detailed in this document.

5 QUALITY PARAMETERS.

5.1 The quality parameters for Fortified Rice Kernels (FRK) as per the FSSAI standards are detailed below for the reference of all eligible suppliers. APSCSCL has the right to alter the parameters at its own discretion before notifying the e-auction schedule.

5.2 Fortified Rice Kernels (FRK) comprises of:

- Around 85 % of Rice Flour
- Around 4-6% of Premix (Vitamins and Minerals)
- Around 10 % moisture and emulsifiers.

Raw Material Selection:

The first decisive step in making good fortified rice is the selection of appropriate raw material. The challenge in selecting a compatible specification of ingredients is very critical, as the rice produced should be strong enough to sustain the shelf life and meet the cooking quality of regular rice grains. Receiving, storage and handling of raw material needs to be conducted as per the process.

Major ingredients include:

- Rice Flour
- Food Grade Vitamin and Mineral Premix per FSSAI guidelines
- FSSAI approved Acid regulators and emulsifiers (Pentasodium Triphosphate – INS 451 (i), Citric Acid INS 330 etc.)
- Potable Water (IS 10500 : 2012)

Rice Flour:

Clean Broken Rice at an initial moisture content of 11-12% is ground to flour using 30-60 mesh sieves. Rice flour is very hygroscopic in nature; hence, the raw

material and final produce need to be handled as per Good Manufacturing Practices (GMP).

Vitamin and Mineral Premix:

Composition of vitamin premix has to meet the recommended specifications as per Food Safety Standards (Fortification of Food) Regulations, 2016. It can be of mandatory vitamins and minerals, namely, Iron, Folic Acid, and Vitamin B12, or the optional ones which comprise Zinc Oxide, Vitamin A, Thiamine, Riboflavin, Niacin - Nicotinamide, and Vitamin B6. The level of premix is determined in order to fulfill more than 30-50% of Recommended Dietary Allowance (RDA) or as **recommended** by FSSAI.

Emulsifier/ Acid regulator/ Antioxidants:

FSSAI approved emulsifiers! Acid regulators! Antioxidants (Pentasodium triphosphate IS 451 (i)! Citric Acid IS 330 etc.) Shall be used as per the allowances prescribed in Food Safety Standards (Fortification of Food) Regulations, 2016.

Water:

Water is used in manufacturing of Fortified rice as a solute which penetrates the starch structure of the flour and helps in gelatinization of starch. Potable water (complying Indian standards for Potable water standards IS 10500:2012 amended on 1st June, 2015) shall be used for mixing of ingredients.

5.3. Criteria for procurement of premix for FRK production:

The manufacturer should submit Certificate of Analysis (COA) for FRK and the pre-mix used for production of the FRK before the dispatch of the consignment to the mill for fortification and before production of FRK respectively, to the State officials for clearance. The report should mention the levels of all micro-nutrients, along with salt names, which were added for FRK production. The chemical salt of the Vitamin and Minerals, used for FRK production, should be same as per the specifications mentioned in FSSAI guidelines. Test parameters should be performed by NABL accredited laboratory external to both the FRK manufacturer as well as the pre-mix producer. FRK should resemble the regular rice in its colour, sheen, consistency and texture.

5.4 Fortified Rice Kernels (FRK) :

The standards for Three (3) Micro nutrients of fortified rice as specified by FSSAI at the beneficiary level are detailed below:

As per recommendations of FSSAI standards, the Level of 3 Micro nutrients is mentioned in the table below.		
S.No	Nutrient	Level of Fortification per Kg

1	Iron - (a) Ferric pyrophosphate (or)	28 mg - 42.5 mg *
	(b) Sodium Iron (III) Ethylene diamine tetra Acetate Trihydrate (Sodium ferredetate - Na Fe EDTA) ;	14 mg - 21.25 mg
2	Folic acid - Folic acid ;	75 µ g - 125 µ g
3	Vitamin B 12 - Cyanocobalamine or Hydroxycobalamine ;	0.75 µ g - 1.25 µ g

Note: * added at a higher level to account for less bioavailability.

*10 gm Fortified Rice Kernels are required for blending with 1 kg regular rice to produce fortified rice.

** To ascertain above levels of micronutrients as prescribed by the FSSAI, the manufacturer should produce the Fortified Rice Kernels as per the specification mentioned below:

Finished Product specifications:

Ingredient	Parameter	Specification	Reference	Frequency
Fortified Rice Kernels (Minimum Levels of micronutrients /10g of FRK which is required for blending with 1kg regular rice to produce Fortified Rice)	Shape	Manufactured grain should resemble the normal milled rice as closely as possible	Milled rice from the rice mill at state/UT	Each consignment
	Average Grain Length	To match with milled rice produced at the Rice Mill. Average Length to be around 5 mm.	Milled rice from the rice mill at state/UT.	Each consignment
	Average Grain Breadth	To match with milled rice produced at the Rice Mill. Average Breadth to be around 2.2 mm.	Milled rice from the rice mill at state/UT.	Each consignment
	Moisture	12% w/w (Max) at the time of receipt.	ISO 712-2009	Each consignment
	Extraneous Matter	Free from organic and inorganic extraneous matter	Visual Observation	Each consignment
	Kernel Count per	50 - 75	Weighing	Each Consignment
	Color	White to Off-white	Visual Observation	Each consignment
		Iron	47.22 mg	AOAC 944.02 or AACC 40-70.01 (total iron present in ferric form) using Atomic Absorption Spectrophotometry or AOAC 984.27 using ICP Emission.
	Folic Acid	250 mic g	AOAC 992.05 or EN 14131 using microbiological extraction	Each consignment

	Vitamin B12	2.5 mic g	AOAC 2011.10, 960.46 or AACC 86-40.01 using HPLC at 550 nm Wavelength	Each consignment
	Mesophillic aerobic bacteria	10,000 cfu per gram (Max)	ICC no. 125, AACC 42- 11	Each consignment
	Yeasts and Moulds	100 cfu per gram (Max)	ICC no. 146, AACC 42- 50	Each consignment
	Cooking test	FRK to retain physical properties and micronutrient levels after being subject to washing and cooking. Cooking characteristics to be similar to FCI rice.	Cooking characteristics of FCI rice.	Each consignment

5.5 At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality verification by the quality control staff of the APSCSCL at the unloading godowns. Samples will be drawn as per the usual procedure of the APSCSCL. In the event of supply of stocks not conforming to specifications as indicated, such stocks are liable for rejection and get back the stocks with the risk of suppliers only. And it will be viewed seriously besides imposing of Rs 5.00 lakhs Penalty for each rejected truck. The supplier is also informed that any deviation in quality specifications of terms and conditions if noticed the said supplier will be blacklisted from participating in further tenders of the corporation besides recovery of any loss /damage sustained by the corporation in this account.

5.6 However, the Corporation is at liberty to draw the samples before loading the consignment i.e., Before dispatch of the FRK stocks by the supplier, the stocks shall be subjected to pre-dispatch inspection at source by the allocated NABL accredited Labs which were enlisted by FSSAI. All the expenses in connection with quality inspection at source/before dispatch shall be borne by the supplier. And also the supplier should submit the certificate of analysis by the NABL accredited Labs along with the stocks to the destination points.

5.7 PACKING:

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

- Outer Packaging Material : Woven HPDE
- Outer bag : 80gms
- Inner Liner Packaging Material : LDPE Liner Thickness: 250 gauge
- Packaging Size : 20 kg.

5.7.2 Marking instructions: The markings on the bag should mention the

below. The draft label shall be shared with State Food Department well in advance for approval.

- 5.6.2.1 Name of the Product
- 5.6.2.2 Intended Consumption
- 5.6.2.3 Ingredients
- 5.6.2.4 Vegetarian logo
- 5.6.2.5 Net weight
- 5.6.2.6 Detailed address of Manufacturer
- 5.6.2.7 Instructions for Use
- 5.6.2.8 Storage Conditions
- 5.6.2.9 Batch Number/ Lot Number/ Date & Time of Manufacturing/Shelf Life

Quality assurance and control: A Certificate of Analysis (CoA) for the produced FRK covering the micronutrient levels and microbiological parameters from an external NABL accredited laboratory should be shared with State Food Department at least 1 week in advance of the date of dispatch of the FRK to ensure a detailed review and feedback to the CoA. The supplier is also expected to share with State Food Department a 500 g sample of the FRK from the consignment under production before its dispatch. The CoA for the premix should also be shared with State Food Department in advance of the production of the FRK.

Shelf life: The FRK produced should have a shelf life of minimum 12 months when the consignment is received at the delivery location.

The Fortified Rice Kernels (FRK) stocks should be delivered duly packed in in a special two-layer bag with inner poly lining (20kg). Without the above details the stocks dispatched by the suppliers will not be accepted at the specified Rice mill/Buffer Godown/MLS points of APSCSCL.

5.7.3 All stocks should be supplied within a period of 10 days of packing with shelf life of at least **Twelve months**. Commodities supplied after 15 days of packing will not be accepted.

5.7.4 If the stocks are brought to the specified Rice mill/Buffer Godown/MLS points without fulfilling the quality, quantity and above conditions the Supplier has to take back the stocks at their risk and cost and Corporation is not responsible for any loss in such cases.

5.7.5 The shelf-life of Fortified Rice Kernel Bag should be 12 months from the date of dispatch.

5.7.6 The suppliers should have valid license from FSSAI and should be printed on the pouch.

6. ASSAYING

6.1 The Supplier shall, on his own and at his cost, offer the stock of Fortified Rice Kernels (FRK) from the identified batch marked for delivery at the loading point

for inspection and certification in accordance with quality parameters as specified in Clause 5.4 above, from any of the NABL (National Accreditation Board for Testing and Calibration Laboratories) food testing laboratories as per the list notified by Food Safety and Standards Authority of India. The stocks which qualify the parameters as per Clause-5.4 above shall only be supplied. Each and every consignment shall accompany such Assaying Certificate issued by NABL/State Food Laboratory accredited food testing laboratory.

- 6.2 APSCSCL may randomly collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories independently. The quality of Fortified Rice Kernels (FRK) in 20 kgs will be evaluated based on specified quality parameters as detailed in section-5.4. The results of such testing will be final and binding on the suppliers. The stocks which fail the test have to be taken back and replaced with new stock with good quality by the Supplier at his own cost and risk within one week from the date of intimation by the respective District Manager of APSCSCL. Suppliers may note that the double cost of assaying will be borne by them for the test and such costs will be deducted while making the payment for supplies made.
- 6.3 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure shall be handed over to concerned officer of the APSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected and will not be awarded by the concerned officer.
- 6.4 Consignment will be unloaded at the designated Rice mill/Buffer Godown/MLS points during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of APSCSCL will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Fortified Rice Kernels (FRK) in 20 kg Bag based on the assaying report submitted by the Supplier, the concerned officer directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- 6.5 In case, if the concerned officer of APSCSCL is not satisfied with the quality of Fortified Rice Kernels (FRK) supplied then he would arrange to draw samples and forward the same for testing and certification as per Clause 6.2 above within 7 days of receipt of the goods.
- 6.6 After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice / delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the concerned officer/In charge of Rice mill/Buffer Godown/MLS Point of APSCSCL Ltd.

6.7 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the concerned officer/In charge of Rice mill/Buffer Godown/MLS Point shall record the gross weight of the bags on weighing scale on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment, and as per the acknowledgement of the in charge Rice mill/Buffer Godown/MLS point the net weight of Fortified Rice Kernels (FRK) value will be released to the supplier.

7. EVALUATION OF APPLICATION FOR REGISTRATION.

- 7.1 The applications received on e-procurement portal 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 <http://www.apscscl.in> as well as e-procurement portal.
- 7.2 The Corporation evaluates the technical bids based on the documents submitted in the technical tender. The tenderers submitting valid documentary evidences for all the eligibility criteria's/conditions will only be considered for Technical qualification.
- 7.3 After technical qualification, Corporation allows the successful tenderers to participate in the e-reverse auction to be conducted on <https://apeprocurement.gov.in/>
- 7.4 The technical tenders without prescribed EMD will summarily be rejected.
- 7.5 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 dcpho.apscsco@ap.gov.in only.
- 7.6 The completed technical tender along with relevant documents, and EMD shall be uploaded on e-procurement portal before 15.04.2021 by 5.00 p.m. Submission of physical tender is strictly prohibited.

8. SCHEDULING OF e-AUCTIONS

- 8.1 The Corporation will conduct financial e-Tender on <https://apeprocurement.gov.in/> (e-reverse auction platform). The e-Tender will be conducted to the technically qualified tenderers only.
- 8.2 Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and e-procurement website.
- 8.3 The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-Tender through the websites in their own interest, rather than depending on other mode of information sources.
- 8.4 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 e-procurement, inter-alia, for the purpose of the e-Tender and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the e-Tender 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.

8.5 The System time of e-procurement portal will be considered to start and end the e-auction.

8.6 The Tenderer shall quote the least possible **rate per quintal of FRK as given in Annexure-V**, duly considering the quality specifications, terms and conditions of the RFP. The rate shall be inclusive of GST, transportation and all applicable duties & taxes etc

8.7 The Zone wise requirement of FRKs is mentioned in Annexure – II and the bidder can participate for all zones.

8.8 Any tenderer failed to supply the work order issued to that particular zone or expressed inability for supplying of the entire quantity issued in the work order, in such a case, the corporation has discretion to split the quantity and split orders will be issued to other zone suppliers who so ever are equating the price.

8.9 During the Tender session, a bidder may modify his price downwards till the end of e-Tender schedule. Bids submitted after the closure of Tender will be rejected. No cancellation of Bids shall be allowed during the Tender session.

8.10 However, the Tender platform will not allow the bidder to modify his/her bid to increase the price once quoted. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.

8.11 The minimum Tick size is Rs.10.

8.12 The completed technical tender along with relevant documents and EMD shall be uploaded on e-procurement portal before 15.04.2021 at 5:00 PM. Submission of physical tender is strictly prohibited.

8.13 In case any bid is received prior to the scheduled auction closing time, then the auction shall be extended 15 mins over and above the auction closing time. This shall be continuous till no bid is received within 15 mins.

8.14 In case of two or more bidders emerge as lowest with identical prices after conclusion of e-Tender, bidder who puts in his/her bid first on e-Tender platform gets priority and considered as lowest as per the date of the software.

8.15 No hardcopies will be accepted except in case of negotiations.

8.16 The evaluation and finalization of bids received shall be made based on the lowest price quoted by the bidders **per quintal of FRK**.

8.17 The bids of all bidders who have participated in the e-Tender must remain valid for period of 60 days from the date of e-tender.

- 8.18 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.
- 8.19 The results of the e-Tender as approved by APSCSCL are binding on all bidders.
- 8.20 The successful Tenderer will be intimated the acceptance of his tender by a letter /email.
- 8.21 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.
- 8.22 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.
- 8.23 APSCSCL shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access AP e-procurement Platform. In case if e-Tender 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/bidder will be notified in the website of APSCSCL and e procurement.
- 8.24 In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- 8.25 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.
- 8.26 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.

9. EARNEST MONEY

- 9.1 Each tenderer needs to deposit 2% of the value of the work towards EMD along with technical bid (as mentioned in Annexure II). The EMD shall be transferred through Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/RTGS through system generated challan. The details shall be entered while submitting the technical tender in e-procurement portal.

9.2 The Tenderer shall be permitted to bid on the express condition that in case he/she modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money deposited by the tenderer 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. The tenderer will also be debarred from participating in any other Tender with the Corporation for a period of three years.

9.3 The Earnest Money will be returned to all unsuccessful Tenderers within a period of (30) thirty days from the date of issue of the acceptance letter to the successful tenderer and after furnishing the Security Deposit and agreement with APSCSCL. However, in case, the tenderer is disqualified during technical evaluation, the Earnest money will be refunded within (15) fifteen days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.

10. SECURITY DEPOSIT

10.1 The successful Tenderer shall furnish, within one week of acceptance of his tender, a Security Deposit for the due performance of his obligations under the contract. The Security Deposit shall consist of; The successful bidder upon receipt of communication regarding acceptance shall arrange Security Deposit an amount equivalent to 3%/6% (Whichever is applicable) of the value of the order as security deposit within Seven working days Directly to APSCSCL Account.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC & MD, APSCSCL	00000037270582042	SBIN0016857	MG Road, Vijayawada

10.2 The Security Deposit furnished by the tenderer will be subject to the terms and conditions mentioned in the RFP and the Corporation will not be liable for payment of any interest on the Security deposit.

10.3 In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another contractor. Any losses or damages arising out of and incurred by the Corporation by such conduct of the contractor will be recovered from the contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of Corporation provided all the

recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.

10.4 The Security Deposit will be refunded to the Contractors on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a 'No demand certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor. The Corporation will not be liable for payment of any interest on the Security Deposit.

11. ORDER FOR SUPPLIES

11.1 The short listed suppliers who qualify in e-auction for each destination will be issued with Supply orders / indents by Corporation. The Supply order to the supplier will be issued subject to payment of prescribed security deposit.

11.2 The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated Rice mill/Buffer Godown spread across the concerned district.

11.3 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. The Corporation at his sole discretion may place Supply orders/indents by letter / e-mail. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Fortified Rice Kernels (FRK) to the designated Rice mill/Buffer Godown. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. **The ordered quantity of Fortified Rice Kernels (FRK) as per specifications prescribed should be delivered as per the indent placed by the District Office, APSCSCL to the Rice mill/Buffer Godown of specified districts of Andhra Pradesh state from the date of final supply order issued by the Corporation.**

The suppliers are required to enter into an agreement on Rs100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL within 2 days and deposit of SD (Security Deposit) should be made with APSCSCL. **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.**

11.4 Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.

11.5 At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the

same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the qualified supplier for his failure to comply with the terms and conditions of the tender.

11.6 In case of non-supply of stocks within the specified time limits as per supply order/indent, 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.

11.7 The supply orders will be issued based on the permission received from the Govt. of AP / GOI. The ordered quantity may be revised or cancelled at any point of time based on the requirement received from the District office, APSCSCL. The supplier/ successful bidder are not entitled to demand/ receive any type of loss incurred for such revised or cancelled orders. The supplier/ successful tendered cannot initiate any legal proceedings against APSCSCL as the decision taken by the Corporation is final and binding on the supplier/ Successful bidder.

12. TERMS AND CONDITIONS OF DELIVERY.

12.1 The successful bidder should supply the ordered quantity of Fortified Rice Kernels (FRK) in 20 kg bag as per the specifications prescribed within 15 to 20 working days against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSC Ltd, Head Office, Vijayawada.

12.2 Corporation may, if needed be, undertake pre dispatch inspection (PDI) of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.

12.3 Supplier shall furnish a daily report to the District officer and the Head Office Marketing Wing on supply of stocks truck wise and destination wise quantity delivered through email.

12.4 The successful suppliers should take adequate precautions to prevent damage or deterioration to Fortified Rice Kernels (FRK) during storage/transportation. He should also insure the stock during transit at his cost.

12.5 The successful suppliers should deliver the Fortified Rice Kernels (FRK) to the designated Rice mill/Buffer Godown/MLS Points/storage place at his cost as per the supply order / indent issued by APSCSCL.

12.6 All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and

Food Safety & Standards Act, 2006 and Regulations there under, must be mentioned on each packed pouch name and full address of the supplier / Co- Operative Mill / Packer, Name of the commodity, gross weight, net weight, variety, month & year of packing of the commodity.

13. TERMS OF PAYMENT.

- 13.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the APSCSCL to the suppliers on submission of bills with relevant documents to the APSCSCL. As per the procedure stipulated the amount will be transferred to respective account of the suppliers by electronic fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.
- 13.2 The payment is processed based on the acknowledged/accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent of Fortified Rice Kernels (FRK).
- 13.3 The supplier shall submit the following documents at the time of delivery of the consignment to the respective Rice mill/Buffer Godown/MLS points of the Corporation. The Supplier should also submit the bills work order wise/month wise with the following documents to Head Office Marketing Wing for processing of payment
- a) Commercial Invoice/Tax invoice
 - b) Assaying Report at the loading point from the allocated NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India.
 - c) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
 - d) The confirmation of check post concerned certifying that the lorry entered in to the state from outside of AP.
 - e) Rice mill/Buffer Godown/MLS Point wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity) and net quantity acknowledged by In charge Rice mill/Buffer Godown/MLS Point.
 - f) Rice mill/Buffer Godown/MLS Point wise stock receipts confirmed by the District Manager concerned with reference to stocks acknowledged by In-charge Rice mill/Buffer Godown/MLS Point along with quality certification as per specifications prescribed.
 - g) Any other relevant documents issued by the District Officer.
- 13.4 The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation.

14. EXTENSION TIME/ PENALTY ON DEFAULT:

- 14.1 Upon successful completion of the work order, the tender will be extended for

a further period and quantities as required by the corporation and the tenderer maybe awarded work orders with the same price and the terms and conditions of the RFP/Agreement.

- 14.2 The entire ordered quantity of Fortified Rice Kernels (FRK) should be supplied within the stipulated time. No extension of time will be granted for supply of Fortified Rice Kernels (FRK) beyond the specified date fixed.
- 14.3 But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the Corporation.
- 14.4 At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality test by the quality control staff of the APSCSCL at the unloading godowns. Samples will be drawn as per the usual procedure of the APSCSCL. In the event of supply of stocks **not** conforming to specifications as indicated, such stocks are liable for rejection and will be viewed seriously besides imposing of **Rs 5.00 lakhs** Penalty for each truck. The supplier is also informed that any deviation in quality specifications of terms and conditions if noticed the said supplier will be blacklisted from participating in further tenders of the corporation besides recovery of any loss /damage sustained by the corporation in this account.
- 14.5 Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the EMD & Security Deposit will be forfeited besides blacklisting.
- 14.6 In the event of failure to supply the ordered quantity, by the successful bidder within the stipulated time, the VC& MD, APSCSCL reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-Auction at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper, the benefit will not accrue to the supplier(s).
- 14.7 In the event of failure by the successful L1, tenderer(s) the Corporation is at liberty and also reserves the right to purchase the ordered quantity by calling tenders or open Market. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered.
- 14.8 The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s)/delayed supplies without prejudices to other rights and the decision of the Vice Chairman & Managing Director, APSCSCL is final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate the Corporation or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.

14.9 Notwithstanding anything contained in the terms and conditions of this tender the VC&MD, APSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.

14.10 In the event of failure by the tenderer (s) at any stage of the supplying process, the EMD and Security will be forfeited and Corporation may also proceed with blacklisting of the firm.

14.11 In the event of termination of the Supplier due to violation of the agreement or under any Agreement with the Corporation, all other contracts that the supplier has with the Corporation in any District and for any commodity shall also stand terminated. All securities under all Agreements will stand forfeited. The decision of the V.C. & Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.

15. CANCELLATION OF AGREEMENT:-

- The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- In case Supplier is suspended due to violation of terms and conditions of the Agreement under any contract with the Corporation, all other contracts of the said contractor with the Corporation, if any, will also be suspended. If the Government scheme is closed or partly revised or modified, due to fortuitous decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.
- The firm shall notify to the Corporation the death/resignation of any of their partners/directors immediately on the occurrence of such an event. On receipt of such notice, the Corporation shall have the right to terminate the Contract
- The Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier reject the offer in whole or in part. Breach of contract shall include, but shall not be limited to the followings:
- The Supplier unable to supply the offered quantity of the Units within prescribed time limit mentioned by APSCSCL (or)
- If the Supplier fails to promptly correct the defect in the supplied goods in the time limit given by APSCSCL (or)

- If the Supplier fails to perform any other obligation(s) under the Contract (or)
- The Corporation or the Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
- Notwithstanding the above, the Corporation may terminate / reject the offer for violation of any law, for any reason of quality of supply; or for any irregularity committed by the bidder or any other like reasons.
- If the Contract is terminated the Supplier shall stop supply immediately.
- In the event of termination of contract by the Corporation on account of breach of any terms and conditions of the contract by the supplier the entire Security Deposit given by the supplier will stand forfeited.
- **Foreclosure** - The Corporation reserves the right to foreclose the contract without assigning any reason. In such case the Supplier will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for supply made and accepted by Corporation up to the date of effect of this procedure.

16. SET OFF:

In the event of the Corporation having any claim or claims ascertain or otherwise against the agent under any of the conditions of this contract or arising from or out of this contract or under the conditions of any other contract, the District Manager shall be entitled to retain to extent of such claim or claims any money which may be due returned by the Corporation to the agent under this or any other contract and shall be entitled to appropriate such money or towards satisfaction of such claim or claims.

17. 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.

18. Dispute Resolution:

ARBITRATION:

- i. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSC LTD.,
- ii. In case, if disputes are not resolved according to the Clause no.16 (i), then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to under this Tender, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in 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 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 fullest 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.

x) 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.

xi) 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-II. It should be clearly understood that no guarantee is given on the volume of work.

xii) LIABILITY FOR PERSONNEL:-

All persons employed by the Contractor 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 Contractor. The Contractor 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 Contractor or not.

Contractor 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.,

xiii) CORRUPT PRACTICES:

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

xiv) SUBLETTING:

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

xv) 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.

xvi) INTERPRETATION:

In case of any ambiguity or dispute regarding interpretation of any clause(s) of this

tender document, VC & MD, APSCSC's interpretation will be treated as final and binding.

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. JURISDICTION

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

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 21 of the above Tender document.

Place:

Date:

Signature of Applicant: *Noro 8/4*

Name: _____
Seal:

VC & MANAGING DIRECTOR

D.L. [Signature] 06/4/2011
Neel [Signature] 6/4/2011
B.S. [Signature] 06/4/21
V. [Signature] 06/04/11
[Signature] 06/4/2011

Annexure-I

APPLICATION FOR APPOINTMENT OF SUPPLIER FOR SUPPLY OF 550 Mts OF FORTIFIED RICE KERNEL (FRKs) WITH THREE MICRO NUTRIENTS IN 20 KG BAGS TO APSCSCL FOR A PERIOD OF SIX MONTHS.

1. Name of the Applicant	
2. Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address	
3. Residential Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Address	
4. PAN given by the IT Department (copy to be enclosed)	
5. a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full Address c) Name & Address of Proprietor if Proprietor concern.	
6. Year of Establishment of the firm	
7. Details of EMD remitted with token No.	
8. Affidavit duly notarized to the effect that the applicant or any of the partners or company was never black-listed or convicted by court of law.	

<p>9. Annual Turnover (at least Rs.1.00 Crore contract value in any of the past three years) copies should be enclosed duly certified by the Chartered Accountant:</p> <p>1) 2017-18</p> <p>2) 2018-19</p> <p>3) 2019-20</p>	
<p>10. Audited balance sheet and P&L account for last three years</p> <p>1) 2017-18</p> <p>2) 2018-19</p> <p>3) 2019-20</p>	
<p>11. Details of Income Tax Returns copies should be enclosed.</p> <p>1) 2017-18</p> <p>2) 2018-19</p> <p>3) 2019-20</p>	
<p>12. BANK Account Details along with IFSC Code & Address of the Bank. (a copy should be enclosed)</p>	
<p>13. Name of the Authorized signatory (a copy of the authorization to be enclosed)</p>	

I hereby agree to abide by terms & conditions stipulated for empanelment as FRK supplier in the _____ Zone of Andhra Pradesh. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Applicant

Place:

Address & Seal

Annexure-II

Zone wise estimated quantity of Fortified Rice Kernels (FRK) for Six Months and the details of EMD and SD

S.No	Zone	District	Quantity of FRK (MT)	Month wise qty. of FRK to be supplied (MTs.)	EMD 2% (in Rs)	SD 3% (in Rs)
1	Zone I	Srikakulam Vizianagaram Visakhapatnam	250	April 2021: 50 May 2021 : 150 June 2021 : 50	3,12,500	4,69,000
2	Zone VII	Krishna Prakasam	300	April 2021: 50 May 2021: 150 June 2021: 100	3,75,000	5,63,000
Total			550			

PRICE BID (e-Reverse Auction) DATES/ TIMINGS

S.No.	Date	Timings	Zone
1	17.04.2021	11.00 AM to 2.00 PM	Zone I
2		2.00 PM to 5.00 PM	Zone VII

Annexure-III

Addresses and contact details of NABL accredited food testing laboratories for analysis of food sample taken under FSSAI Regulation and as per List Communicated by Government of India.

S. No.	Lab name
1.	Arbro Pharmaceuticals Private Limited, Delhi 4/9, Kirti Nagar Industrial Area, New Delhi-110015
2.	OZONE PHARMACEUTICALS LTD., DELHI
3.	Avon Food Lab Private Limited, Delhi, C-35/23, Lawrence Road Industrial Area, Delhi 110035
4.	BHARAT TEST HOUSE 454/2, TIMBER MARKET AZADPUR COMMERCIAL COMPLEX, DELHI-110033
5.	FAIR Quality Institute (Food Analysis & Industrial Research Quality Institute), Plot No. 635, IInd Floor, Opposite Metro Pillar No. 512, Main Rohtak Road, Mundka Industrial Area, Mundka, New Delhi-110041
6.	Shriram Institute for Industrial Research, Delhi 19, University Road, New Delhi-110 007
7.	Delhi Test House, Delhi, A-62/3. G.T.Karnal Road, Industrial Area, Opp. Hans Cinema, Azadpur, New Delhi-110033
8.	Haryana Test House
9.	Intertek India Private Limited (Food Services), Gurgaon Plot No#68, Udyog Vihar, Phase-1, Gurgaon, Haryana-122016
10.	Fare Labs Private Limited, Gurgaon, L17/3, DLF-Phase-II M.G. Road, Gurgaon- 122002, Haryana
11.	Idma Laboratories Ltd, Panchkula Idma Complex: 391, Industrial Area- Phase I, Panchkula – 134 113
12.	Punjab Biotechnology Incubator, Mohali SCO7 & 8, Phase---5, SAS Nagar, Mohali -160059, Punjab
13.	AES Laboratories Private Limited, Noida B-118, Phase-II, Noida–201305, Uttar Pradesh
14.	Regional Food Research & Analysis Centre (Department of Horticulture and Food Processing, UP), Lucknow Udyan bhawan Campus, 2-Sapru Marg, Lucknow – 226 001, Uttar Pradesh

S. No.	Lab name
15.	Advance Research and Analytical Services, Ghaziabad 1/8, South side G.T Road, Bulandshar Industrial Area, Near Aditya Business centre, Lal Kuan, NH-24, Ghaziabad—201009, U.P
16.	Accurate Laboratory, Ahmadabad E-17, Madhavpura Market, Shahibaug, Ahmedabad-380004, Gujarat
17.	Bee Pharmo Labs P.Ltd., C-2, Hatkesh Udyog Nagar, Mira Bhayander Road, Mira Road (East), Dist. : Thane 401 107
18.	TUV INDIA PVT.LTD (LABORATORY DIVISION) PUNE
19.	Ashwamedh Engineers & Consultants, Survey No. 102, Plot No. 26, Wadala Pathardi Road, Indira Nagar, Nashik-422009, Maharashtra
20.	Anacon Laboratory Private Limited, Nagpur FP-34,35 Butibori Food Park, Five Star Industrial Estate, Nagpur-441122, Maharashtra
21.	Doctor's Analytical Laboratories Private Limited, Mumbai, Plot No. R 809, TTC MIDC Rabale , Off. Thane Belapur Road, Rabale, Navi Mumbai - 400701
22.	Reliable Analytical Laboratories Private Limited, Thane Relable house, 125 Indian Corporation Complex , Dapoda Road, Mankoli Naka, Bhiwandi, Thane-42130
23.	Geo-Chem Laboratories Private Limited, Mumbai Pragati, Adjacent to Crompton Greaves, Kanjurmarg (E), Mumbai-400042
24.	MicroChem Silliker Private Limited, MumbaivMicro Chem House, A-513, TTC Industrial Area, MIDC, Mahape, Navi Mumbai-400701
25.	Shriram Institute for Industrial Research , No 14 & 15 Sadaramangala Industrial area, White field Road, Bangalore 560048.
26.	TUV India Pvt. Limited (TUV-NORD Group) (Laboratory Division), Bangalore No-8 Commerce, 2nd Floor, III-Main Road, Rajajinagar, 6th Block, Opp. KSSIDC IT Park, Rajajinagar Industrial Estate, Bangalore-560044

S. No.	Lab name
27.	ITC Labs Chennai
28.	Scientific Food testing Services (P) Ltd., Plot No. 16, D. No. First Street, Thangam Colony, Anna Nagar West, Chennai - 600040. Tamil Nadu
29.	Hubert Envirocare Systems(P) Ltd., No.18,92rd street,18th avenue,Ashok Nagar ,Chennai-600083
30.	ABC TECHNO LABS INDIA PRIVATE LIMITED, CHENNAI, ABC Tower,No.400, 13th Street, SIDCO Industrial Estate, North Phase,
31.	CVR Labs (P) Limited, Chennai Dignity Centre, 2nd Floor, New No. 2/9, Old No. 21, Abdul Razack Street, Saidapet, Chennai – 600 015, Tamil Nadu
32.	MATS India Pvt. Ltd (Laboratory Services Division), Chennai No.: 1A, 1B, Perumal Koil Street, Nerkundram, Chennai-600107
33.	Monarch Biotech Pvt.Ltd, Chennai 37-A, SIDCO Industrial Estate, Thirumazhisai, Chennai - 600124.
34.	SMS Labs Services Private Limited, Chennai No. 39/6, Thiruvallur High Road, Puduchatram Post, Thirumazhisai Via, Poonamallee TK, Chennai – 600124
35.	TA Labs Private Limited, No. 270A & B, Burma Colony 4th Main Road Off OMR, Perungudi, Chennai – 600 096
36.	SGS India Pvt Ltd, 28 B/1 (SP), 2nd Main road, Opp to SBI , Ambattur Industrial Estate, Chennai - 600058; Tel: 044 – 66081764
37.	First Source Laboratory Solutions LLP Analytical Services, Hyderabad First Floor, Plot No. A1/B, IDA Nacharam Cross Road, Hyderabad- 500076, Telangana
38.	National Collateral Management Services limited-CommGrade-Testing and Certification, Team Towers, Plot No:A-1/2/A, Industrial Park, IDA Uppal, Hyderabad
39.	Mitra S.K. Private Limited, 3,pagladanga Road,P-48,Udayan Industrial Estate, Kolkata 700015

S. No.	Lab name
40.	Edward Food Research and Analysis Centre Limited, Kolkata Subhas Nagar, Barasat, P.O: Nilgunj Bazar, Kolkata -700121
41.	Vimta Labs Limited, Hyderabad Plot No.5, Alexandria Knowledge Park, Genome Valley, Shameerpet, Hyderabad -500078, Telangana
42.	NAWAL Analytical Laboratories, Plot No:100, New SIDCO Industrial Estate, Srinagar, Hosur-635109
43.	CEG Test House & Research Centre Pvt. Ltd., Jaipur
44.	Gujarat Laboratory, F-16, 17, Madhav Pura Market, Shahibaug, Ahmedabad - 380004
45.	Regional Food Laboratory, Nr:Forensic Lab, University Road, Rajkot 360 05, Gujarat
46.	Vimta Labs Ltd. Pune. 5, Bhakti Genesis, Survey No. 245, Wakad, Tal- Mulshi, Pune 411057
47.	SGS India Private Limited, Ahmedabad 201, Sumel—II, Near Gurudwara, S.G Highway, Thaltej, Ahmedabad—380054
48.	Envirocare Labs Private Limited, Mumbai Enviro House, Plot No. A-7, MIDC, Wagle Industrial Estate, Main Road, Thane-400604, Maharashtra
49.	SGS India Private Limited, Indore 1-B Press Complex, A. B. Road, Indore-452008, Madhya Pradesh
50.	Cali – Labs Private Limited, Bhopal HX—21,E—7,Arera Colony, Bhopal– 462016, Madhya Pradesh
51.	STATE PUBLIC HEALTH LABORATORY, PUNE, ADDRESS--STAVELY ROAD, PUNE CANTONMENT WATER WORKS COMPOUND, OFF PULGATE, NEAR ST. MARY HIGH SCHOOL, PUNE-411 001 (MAHARASHTRA)
52.	Export Inspection Agency-Mumbai
53.	National Collateral Management Services Ltd., D-164, TTC Industrial Area, Nerul MIDC, Nerul (East) Navi Mumbai - 400706. Maharashtra., Off: + 91 22 27688188, Mob: + 91 8369111591

	/ 9773938906, Fax : +91 22 66466852, Toll Free No.: 1800 300 28030
S. No.	Lab name
54.	VIMTA LABS LTD, 3rd Floor, MC Arcade, Mini Bypass Road, Magunta Layout, Nellore – 524 004, Andhra Pradesh., India.
55.	Vimta Labs Ltd, No. 1047, Rukmini plaza, 5th Block, West of Chord Road Rajaji Nagar, Bangalore- 560 010
56.	Shiva Analyticals (India) Private Limited, Bangalore
57.	ENVIRONMENTAL LABORATORY,(Unit Of Mineral Engineering Services),#948,2nd Cross, St.Thomas Town Post, Kammanahalli Main Road,Bangalore-560084,Karnataka
58.	Merieux NutriSciences Bangalore Private Limited, D-36, 4th main, KSSIDC Industrial Estate, Rajajinagar, Bengaluru- 560 044, INDIA
59.	EIA Kochi
60.	SEA Lab, Aroor Seafood Park India Limited, XIII/99A, Keltron Road, Aroor, Alleppey District, Kerala- 688534
61.	Neogen Food & Animal Security (India) Pvt Ltd, Cochin Uchikkal Lane, Poonithura P.O. Cochin – 682038, Kerala
62.	SUNTECH, 40P TUPUDANA INDUSTRIAL AREA, HATIA, RANCHI 83403, JHARKHAND
63.	OIL LABORATORY, DEPT OF CHEMICAL TECHNOLOGY, UNIVERSITY OF CALCUTTA, KOLKATA
64.	Export Inspection Agency - Kolkata Laboratory 101, Southend Conclave, 1582, Rajdanga Main Road, Kolkata 700 107, West Bengal
65.	Qualichem Laboratories, 501,Swami Samartha Commercial Complex, 4, North Bazar Road,Gokulpeth Market, Nagpur – 440010 (M.S.)
66.	Vimta Labs Ltd, Vishakhapatnam
67.	Research Institute of Material Sciences Pvt Ltd, Delhi Plot No. 22 & 23, Ranaji Enclave, Nangli Sakrawati, New Delhi – 110043

S. No.	Lab name
68.	Devansh Testing and Research Laboratory Pvt. Ltd., 94, Shiv Ganga Industrial Estate, Lakeshari, Bhagwanpur, Roorkee - 247661 (UK)
69.	Industrial Testing Laboratory & Consulting House, Patiala Ghalori Gate, Patiala -147001
70.	Nutralytica Research Pvt Ltd, 447, Unanda Nagar, Lakhmapur, Ta: Dindori, Dist- Nashik
71.	Sigma Test and Research Centre, Delhi BA -15, Mangolpuri Industrial Area, Phase - II, Delhi -110 034

ANNEXURE-IV

A. List of APSCSCL Officials in Head Office

SL.NO	Head Office	Mobile No
1	Manager (PDS & Mktg.)	9100030430
2	Asst. Manager (PDS)	7702003520
3	Asst. Manager Tech.	8125525733
4	Manager QC (I/C)	9491838504

B. List of APSCSCL Officials in Various Districts

SL NO	DISTRICT	District Manager Mobile Number
1	Krishna	7702003540
2	Vizianagaram	7702003551
3	Srikakulam	7702003549
4	Visakhapatnam	7702003550
5	Prakasam	7702003546

ANNEXURE-V

S.No	Zone	District	Bid Quantity	Bid Price (Rs.)/ Quintal of FRK
1	Zone I	Srikakulam Vizianagaram Visakhapatnam	01 Quintal	
2	Zone VII	Krishna Prakasam	01 Quintal	