ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A State Government Undertaking)



REQUEST FOR PROPOSAL

Empanelment and Appointment of suppliers for supply of "QR Code printed Security Seals (Zip Tags)" withpacking @ 5000 to 10000 pieces per carton for tracking the rice filled in 50 Kg gunny bags and rice filled in 25 kg PP Bagsto be supplied under the Schemes of Mid Day Meal (MDM), Hostels & Other Welfare Institutions of Government of Andhra Pradesh.

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

ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A STATE GOVERNMENT UNDERTAKING)

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

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TENDER DETAILS TENDER DETAILS

S.No	Item	Description
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Ltd.
2	Circle/District	26 Districts in Andhra Pradesh
3	Tender Number	Tender Reference No: PDS/ QR Code Security Seals/2025 dated: 07.25
4	Tender Subject	Empanelment and Appointment of suppliers for supply of 50,00,000 number of QR Code printed Security Seals with secondary packing @ 5000 to 10000 pieces per carton for tracking the rice filled 50 kg gunny bags and rice filled in 25Kg PP Bags supplied under the Schemes of MDM, Hostels & other welfare institutions of Government of Andhra Pradesh
5	Period of Contract	One Year
6	Form of Contract	Rate contract
7	Tender Type	Open
8	Tender Category	Products
9	EMD	As mentioned in point no.5 of the RFP
10	Quantity	50,00,000 NO.
11	Number of schedules	01
12	Bid validity	90 days from the date of e-Auction on the NeML Platform
13	Bid Document Downloading Start Date	30.07.2025 from 3.00 pm
14	Bid Document Downloading End Date	05.08.2025 at 2.00 pm
15	Last date and time for receipt	05.08.2025at 5.00 p.m

	of online Bids	
16	Auction Date and Time	06.08.2025 from 3 PM onwards
17	Tender Inviting / Opening Authority	Vice Chairman and Managing Director (VC&MD), AP State Civil Supplies Corporation Limited or any officer authorized by VC & MD.
18	Address	Head Office: 10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada - 520007
19	Contact Details/ Telephone, E-Mail ID	Manager(PDS) Mobile No:9705173499, Land Line phone: +91-866-2551912, e-mail ID: pdsho.apscsc@ap.gov.in
20	Eligibility Criteria	As specified in point no.2 of RFP.
26	Procedure for Bid Submission	As specified in point no.4 of RFP.
27	General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: pdsho.apscsc@ap.gov.in

Sd/VC & MANAGING DIRECTOR

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EMPANELMENT AND APPOINTMENT OF SUPPLIERS FOR SUPPLY OF QR CODE PRINTED SECURITY SEALS FOR TRACKING THE RICE FILLED 50 KG GUNNY BAGS AND RICE FILLED IN 25 KG PP BAGS SUPPLIED UNDER THE SCHEMES OF MDM, HOSTELS & OTHER WELFARE INSTITUTIONS OF

GOVERNMENT OF ANDHRA PRADESH

The Andhra State Civil Supplies Corporation Ltd. is a State Agency appointed by the State Government for lifting of Rice from DCP operations and FCI for PDS operations. It is the responsibility of the Corporation to undertake transportation, storage and delivery of the stocks under PDS at the door steps of the Fair Price Shop Dealers.

APSCSCL is supplying rice under MDM, Hostels and Other Welfare Institutions as per the allotment communicated by the GOI and GOAP.

The Corporation has hosted integrated website www.apscscl.in, with all the information. As there are different stages involved in handling the Gunny Bags with Rice procured through DCP operations, the details of each bag must be captured at all stages as required in the App developed in coordination with TCS & NIC teams.

Hence, GoAP has decided to introduce security seals with QR Code printed on it, specific for each bag in order to track the 25 Kg QR CODES carrying Rice bags from end to end operations i.e., from CMR acceptance to the end distribution point(under MDM, Hostels and other welfare institutions).

1. SCOPE OF WORK:

- i. The APSCSCL proposes to procure QR Code printed Security Seals from the Security Seals Manufacturers/Traders through NeML process as per the eligibility criteria mentioned in Section-2.
- ii. The requirement of QR Code printed Security Seals will be **50,00,000** (approx for seven months requirement) which has to be supplied to various locations where the packing operations are going on throughout the State. The empanelled suppliers should ensure the supplies within the stipulated time as per the movement orders issued by District Civil Supplies Managers concerned for every month. The approximate District wise quantities of the QR Code printed Security Seals required is mentioned at Annexure-IV. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the APSCSCL from time to time.
- iii. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters.
 - iv. After satisfactory supply within the stipulated time as per the monthly requirement, payment will be released by APSCSCL to the respective suppliers account through electronic fund transfer.
 - v. The procedure for enrolment and registration of suppliers, terms and conditions of supply of Security Seals 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 www.apscscl.in/https://neml.in/circulars/todaycircular for the information of participants.

SPECIFICATIONS:

TagSize	Length 8" (inches)	
Material	Ribbon housing: Polypropylene	
Printing	QR code and APSCSCL's name and logo for clear identification	
Features	Ribbon diameter 3.3 mm to fit the small eye lets Flat construction to fit into small area. Seal must break or show clear signs of tampering if forced	
	open.	
	No possibility of resealing after breaking.	
	Tensile strength: Minimum 15-20 kgf to ensure it cannot be broken by hand. (Must not deform or break under normal handling during transportation and storage).	
	One-time locking mechanism (tamper-evident) that cannot be re-locked once opened.	
Sample Submission	50 Sample of Tags complete in all respect with printed QR codes, as per the specifications – to be submitted along with the tender in a separate sealed envelope before the due date by post or courier. Otherwise, the offer of the bidder shall be rejected.	
Pre-Printed QR Code and Serial Number	Numbering should be directly laser marked with 12 digits of unique number The printing of QR Code and numbering shall not get damaged/get removed or absorb liquid. The printing of QR Code and numbering shall be water proof.	
Packing 10,000 pieces per carton Delivery Delivery to beat O/o District Civil Supplies Managers Twenty Six (26) districts of AP as per the requirement districts.		
		Quantity

2. **ELIGIBILITY / PREQUALIFICATION CONDITIONS**:

i. The Bidder should have the annual turnover should not be less than 1.00 crore for the last 2 years.

- ii. 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.
- iii.The Security Seals Manufacturing Unit/s should be owned by the registered supplier.
- iv. The Suppliers shall have valid GST registration issued by concerned authorities.

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

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

- i. The tenderer shall register with NCDEX e Markets Limited (NeML).
- ii. Self Attested copy of Certificate of registration under GST (Goods and Service Tax) applicable.
- iii. Self Attested copy of audited balance Sheet and profit &loss account for past two financial years i.e., 2023-24 and 2024-25.
- iv. Applicants shall submit self-attested copy of the Income Tax returns of last two financial years i.e., 2023-24& 2024-25.(Exempted for Start-ups those are established before 1 year)
- v. Copy of a PAN card attested by authorized signatory.
- vi. An affidavit (Annexure-III) on Rs 100/- non judicial stamp paper and Notarized, regarding
 - a) Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
 - b) Not having been black listed by any organization or Government for nonperformance of contractual obligation.
- vii. In case the Bidder is a partnership firm, a copy of the partnership deed to be uploaded. In case of other entities Bye laws or Memorandum of Association, Articles of Associations or the deed of Constitution.
- viii. The Bidder 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.
 - ix. The address proof of the authorized signatory viz., copy of passport / voter ID or any other document issued by the Central or State Government indicating the address of the bidder should be submitted along with the application
 - x. The address proof in respect of the Firm/Company/LLP/ proprietary concern.

- xi. Bank account details of firm along with IFSC code, Branch details, address shall be furnished on the letterhead of the bidder and certified by the concerned banker. Alternatively, a copy of cancelled cheque may be enclosed.
- xii. The application form mentioned in Annexure-II shall be filled, signed and submitted.
- xiii. All the pages of the RFP document shall be signed and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.
- xiv. Bidders have to deposit the registration fee ofRs.5900/-(Rs 5000+18% GST) along with their required documents to get themselves registered. The registration fee can be directly transferred to the bank account given below

	NeML Bank Account Details			
Bank Name Bank A/c Account No. IFSC Code Branch		Branch		
	Name			
HDFC Bank Ltd	NCDEX e	00990690013043	HDFC0000060	Fort, Mumbai
Markets				
	Ltd			

Further Information & Support: Interested applicants seeking more information regarding enrolment on the NeML platform may Visit: www.neml.in

• Contact the NeML Relation Ship Managers

• Call us at: (+91-22) - 48810500 / +91 99620 59599

• Email: <u>askus@neml.in</u>

4. SUBMISSION AND EVALUATION OF APPLICATION:

- i. The completed technical and relevant documents must reach NeMLbefore 5:00 PM (IST) on 05/08/2025. Physical tender documents will not be accepted.
- **ii.** The self-attested scanned copy of documents should be sent to apreg@neml.inon or before the time and date mentioned above
- iii. The applications received by NeML before the last date and time of bid submission only will be evaluated. APSCSCL reserves the right to extend the submission date of applications, subject to the publication of a circular/corrigendum regarding such extensions on the website: http://www.apscscl.in/as well NeML's website i.e. as on https://neml.in/circulars/todaycircular.
- **iv.** NeML will evaluate the documents submitted in the technical bid. Only those bidders / tenderers who provide valid documentary evidence in compliance

- with the eligibility criteria/conditions will be considered for technical qualification.
- V. Only bidders who meet the technical qualifications will be allowed to participate in the e auction to be conducted on<u>www.market.neml.in</u> on 06/08/2025
- vi. The registered bidders will not be individually notified about their technical qualification or their participation in the e-auction. They are free to contact NeML via email at askus@neml.in
- **vii.** The Bidders are advised to follow utmost caution and care while filling, signing and submitting the mandatory documents and information along with the bid. Any mistake, error or omission in this regard shall attract disqualification. Rejection of bid due to such cause shall be at the sole risk and cost of the erring bidder.
- **viii.** Bidders are solely responsible for checking the auction schedule on the official websiteshttp://www.apscscl.in/ well as on NeML's website i.e. https://neml.in/circulars/todaycircular. Reliance on alternate sources of information is at the bidder's own risk.

5.SCHEDULE OF E-AUCTIONS:

- i. The Corporation will conduct financial auction on www.market.neml.in (e-Auction platform).
- ii. The e-auction will be conducted for entire quantity in Single Lot and the details are mentioned in Annexure-I. The system time of NeML portal will be considered to start and to end the e-auction.
- iii. The technically qualified tenderers are eligible to participate in e-auction.
- iv. The Bidders has to quote the financial bid in (1^{st} round/ Sealed Bid) on 05/08/2025. The Corporation organizes the e-Auction based on the L1 rate received in the tender.
- v. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NeML website.
- vi. 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.
- vii. The tenderer shall quote their financial bid in terms of **Rupees per <u>QR</u>**<u>Code printed Security Seal (For Single Unit /Number)</u> for the entire

quantity.The minimum bid decrement (tick size) shall be ₹0.02 (Two Paise only) per **QR Code printed Security Seal (For Single Unit /Number).**

- viii. The bidder can modify his bid as many number of times as possible till the closing time of e-auction (Only in e-Auction) subject to overall reduction in the price. The system time of NeML platform will be considered to start and end the e-Auction.
- ix. In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- x. However, the auction platform will not allow the bidder to modify his/her bid to increase the price Once Quoted.
- xi. 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.
- xii. The bids submitted after the closing time of e-auction will be rejected by the system.
- xiii. The price quoted shall be:
 - a) Inclusive of all incidental expenditure, transaction charges, custom duty and GST payable for delivery at MLS Points in the district of A.P.
 - b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges, transaction charges, insurance, etc till MLS Points in the districts concerned of the Corporation in A.P.
- xiv. 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.
- xv. The registered tenderers shall not be intimated individually regarding the eauctions; however, the registered tenderers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-auctions.
- xvi. 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.

- xvii. The results of the e-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- xviii. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by NeML, inter-alia, for the purpose of the e-auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the password before the e-auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
 - xix. APSCSCL shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML platform. In case if e-auctions cannot be held on scheduled date due to server problems, the same will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NeML site.
 - xx. The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.
 - xxi. The successful Tenderer will be intimated the acceptance of his tender by a letter /email by APSCSCL. The Corporation reserves the right to reject any or all the tenders without assigning any reason.
- xxii. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD
- xxiii. 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

- xxiv. 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.
- xxv. The following documents together shall constitute the contract between APSCSCL and the successful bidder:
 - a) Terms and Conditions of the RFP
 - b) Financial Bid of the successful bidder
 - c) Letter/Email of Acceptance issued by APSCSCL
 - d) Any amendments issued prior to signing of the agreement
- xxvi. The successful bidder will be notified of acceptance through official communication (Letter/Email). APSCSCL reserves the right to accept or reject any or all tenders without assigning any reason.
- xxvii. In case of any indication of cartelization, APSCSCL reserves the right to reject such bids and forfeit the EMD.
- xxviii. If any information submitted by the bidder is found to be false or misleading at any stage, APSCSCL reserves the right to disqualify or terminate the contract immediately, without prejudice to any legal remedies available.
 - xxix. APSCSCL reserves the right to recover any tax, interest, penalty, or litigation cost arising in the future due to non-compliance with GST provisions by the bidder/service provider.

6. EARNEST MONEY DEPOSIT(EMD):

- i. The registered suppliers need to deposit 2.795 % on the trade value (Earnest Money Deposit) in the Dedicated Virtual Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. before start the scheduled date of e-Auction which they propose to participate
- ii. The Earnest Money Deposit remitted will not carry any interest.
- iii. The transaction charges payable by the successful bidder to NeML will be calculated on the Price Discovered Value. The transaction charges of 0.25% plus GST Out of 2.795% of EMD amount, 2.5% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e., 0.295%.
- iv. The 2.5% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards Security Deposit.
- v. Only the EMD (Margin Money) of the successful bidder would be blocked by NeML. EMD (Margin Money) and of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the

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conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through www.market.neml.in.

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

- a. Bidder withdraws his e-tender or backs out after acceptance.
- b. Bidder withdraws his e-tender before the expiry of validity of the offer, the period specified in the specification or fails to remit the Performance Bank Guarantee.
- c. Bidder violates any of the provisions of these regulations contained herein.
- d. Bidder revises the terms quoted during the validity period.
- e. Bidder fails to participate in the e-tender after remitting EMD into APSCSCL account without any proper reason and APSCSCL construed that the bidder has not participated in the e-tender with an ulterior motive to cause hindrance to Public Distribution System.
- f. The bidder fails to sign the contract.

7. 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 **Nationalized Bank** only within 5 (Five) 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.
- ii. The EMD already paid will be converted to Security Deposit. Thus the total Performance Guarantee would be 10% of the order value. EMD and Performance Bank Guarantee will be released within 30 days of successful completion of the contract
- iii. In the event of the Bidder's failure, after the communication of acceptance of the tender by the Corporation within the due date, his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another bidder.
- iv. Any losses or damages arising out of and incurred by the Corporation by such conduct of the bidder will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The bidder will also be debarred from participating in any future tenders of the Corporation for a period of three years. The EMD / Performance Bank Guarantee will be returned to the bidder on due satisfactory performance of the contract and on completion of all obligations by the bidder under the terms of the Contract and on submission of a 'No

- dues certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the bidder.
- v. Any losses or damages incurred by the Corporation due to the bidder's failure will be recovered from the bidder, in addition to forfeiting the EMD. The bidder will also be blacklisted from participating in APSCSCL tenders for a period of three (3) years.

The EMD & Performance Bank Guarantee will be returned only upon:

- a) Completion of the contract.
- b) Fulfilment of all contractual obligations.
- vi. Any claims or dues pending with the Corporation will be deducted from the EMD / pending bills before refund.
- vii. No interest shall be paid on the EMD under any circumstances.

8. EXECUTION OF AGREEMENT:

- i. The successful bidder must execute an agreement on ₹100/- non-judicial stamp paper within seven (7) days from the date of submitting the Performance Bank Guarantee, to confirm acceptance of all contractual obligations as specified by APSCSCL.
- ii. Failure to execute the agreement within the stipulated time will result in forfeiture of the EMD/Performance Bank Guarantee. Additionally, APSCSCL reserves the right to recover any losses incurred due to re-tendering or alternative procurement, and the bidder will be liable to pay such losses on demand.
- iii. No alterations to the prescribed agreement format will be accepted. Any such changes will be treated as non-submission of the agreement and a violation of tender terms.

9. ORDER FOR SUPPLIES:

- i. The successful bidder will receive supply orders/indents from APSCSCL. These orders will be issued only after the successful bidder submits the Performance Bank Guarantee to the Corporation.
- ii. APSCSCL does not guarantee any minimum quantity for supply. Orders will be placed based on actual requirements of the respective districts, and successful bidder must fulfil the ordered quantities as per district-specific demands across Andhra Pradesh.
- iii. Excess quantities beyond the specified supply order will not be accepted or paid for. Supplies must strictly adhere to the quantity and timelines mentioned in the indents/ Movement Orders. The successful Bidder is obligated to fulfil such orders and deliver PP Bag as per the prescribed specifications.
- iv. The ordered quantity must be delivered as per the timelines mentioned in

- the Movement Order. Timely delivery is critical, and failure to adhere to the schedule will attract penalties as mentioned in point no.12.
- v. If the supplied materials are found to be non-compliant with specifications, they will be rejected, and the supplier must replace them within one week.
- vi. In case of non-supply or delayed supply, APSCSCL reserves the right to procure the stock from alternate sources or re-initiate an e- Auction. Any additional cost incurred will be recovered, if any, from the defaulting supplier.
- vii. Violation of any clause in the terms and conditions will be considered as breach and necessary action will be initiated.
- viii. The Performance Bank Guarantee and EMD will be refunded to the successful bidder upon request, after the successful completion of the contract or extended period, subject to satisfactory performance as per the tender terms.
- ix. If a successful bidder fails to accept the supply order/indent within 7 days from the declaration of auction results, the EMD will be forfeited, and the bidder will be blacklisted from future auctions for 3 years.
- x. Any default in supply—whether in quantity, quality, or delivery timeline—will result in forfeiture of the EMD / Performance Bank Guarantee.
- xi. If, at any point during the contract, the successful bidder is found to have colluded with or partnered with any blacklisted firm, the Performance Bank Guarantee will be forfeited.

10. TERMS AND CONDITIONS OF DELIVERY:

- i. The successful bidder shall have to supply the ordered quantity of Security Seals as per the specifications prescribed within 30 days against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSCL Head Office, Vijayawada.
- ii. Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.
- iii. Supplier shall furnish a daily report to the District officer and the Head office on supply of stocks and destination wise quantity delivered through email.
- iv. The successful suppliers should take adequate precautions to prevent damage or deterioration to the Security Seals during storage/transportation. The printing of QR Code and numbering shall not get damaged/get removed or absorb liquid. The printing of QR Code and numbering shall be waterproof. He should also insure the stock during transit at his cost.
- v. The successful suppliers should deliver at his cost the Security Seals to the District Civil Supplies Offices, APSCSCL.
- vi. All information must be mentioned on the carton e.g name and full address of Security Seal Manufacturer, Name of the Product, No. of Security Seals,

- Series of Security Seals and month & year of packing.
- vii. There shall not be repetition in QR Code series and shall not be used in any other projects. Each Security Seal should be provided with specific number.
- viii. APSCSCL has the right to increase/decrease the ordered quantity depending on the requirement.
- ix. The period of contract is for **7months and the contract period can be extended by the VC & Managing Director**, APSCSCL, at his/her sole discretion on the same rates, terms & conditions for further period as determined by the VC & MD. The action of the VC &MD in extending the contract shall be final and binding on the contractor and shall not be called into question.
- x. If necessary, depending upon the requirement, the supplier shall supply the additional quantity as per the instructions of the VC & MD based on approved rates/negotiated rates.

11. TERMS OF PAYMENT:

- i. Upon successful and timely delivery of the ordered items, APSCSCL will release payment to the successful bidder's registered bank account through electronic fund transfer (EFT) every month. No advance payment shall be made during the contract period.
- ii. Payment will be made only for the quantity accepted at the designated delivery locations.
- iii. At the time of submission of claim online, the successful bidder must upload/submit the following documents:
 - a) Tax Invoice
 - b) Delivery Challan
 - c) District wise, Movement Order wise, truck wise delivery details (including Truck Number, Invoice Number, Date, and Quantity)
 - d) Acknowledgement of the recipient godown/packing agency
- iv. Final payment will be processed only after confirmation of receipt of the entire quantity by the concerned districts every month.

12. PENALTY ON DEFAULT/EXTENSION OF TIME:

i. The ordered quantity must be delivered as per the timelines mentioned in the Movement Order. Timely delivery is critical, and failure to adhere to the schedule will attract penalties as follows:

Delay up to 7 days	0.4% penalty on the value of delayed Quantity
Delay up 8 to 15 days	1% penalty on the value of delayed Quantity
Delay up 16 to 30 days	1.50% penalty on the value of delayed Quantity.

Delay more than 30 days

Contract termination, forfeiture of the Performance Bank Guarantee, and blacklisting for 6 months.

- ii. However, in exceptional cases, if the successful bidder can clearly prove that the delay was due to uncontrollable circumstances, the VC & Managing Director may grant an extension at their sole discretion.
- iii. Partial supply of the ordered quantity is not permitted. In case of short supply, the Performance Bank Guarantee will be forfeited and the successful bidder will be blacklisted.
- iv. If the successful bidder fails to supply within the stipulated time, APSCSCL reserves the right to:
 - a) Cancel the remaining order for the unsupplied quantity
 - b) Procure the balance quantity from alternate suppliers or through a limited tender/e-reverse auction
 - c) Recover any financial loss from the defaulting successful bidder. If the alternate procurement cost is lower, the benefit will not be passed on to the defaulting bidder.
- v. APSCSCL reserves the right to Demand compensation from the supplier for any loss, damage, or third-party claims arising from negligent or inferior quality supplies. The decision of the VC & MD will be final and binding.
- vi. The VC & MD holds the ultimate authority in deciding the extent of penalty or recovery, keeping in mind the stock position and future supply needs in the larger interest of the Corporation.
- vii. At any stage of the tender, if the successful bidder defaults, APSCSCL may forfeit the EMD, Performance Bank Guarantee and blacklist the firm from future participation.
- viii. The quality of QR CODESwill be assessed against the prescribed specifications. Samples from each truckload may be sent to designated labs for quality testing. If the sample fails to meet the standards, penalty will be imposed on the entire quantity delivered by that truck in the concerned district.
 - ix. Any stock that does not conform to the required specifications will be rejected outright and will also attract penalties as outlined above.

13. CANCELLATION OF AGREEMENT:

- i. If the successful bidder violates any terms or conditions of the agreement, APSCSCL reserves the right to cancel the agreement. In such cases, the Corporation is also entitled to recover any losses incurred due to the cancellation or termination of the contract.
- ii. If the Government scheme under which this agreement is executed is

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discontinued, revised, or modified due to any decision by the State or Central Government, or if APSCSCL suspends, revises, or alters the procurement process, the agreement will either automatically terminate or continue in part as applicable. In such situations, the successful bidder shall not be entitled to claim any compensation, nor shall they initiate any legal proceedings against APSCSCL for losses arising from such changes.

14. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the successful bidder shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority.

The successful bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation for each consignment/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the successful bidder pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by successful bidderdo not amount to force majeure, then successful bidder shall not be entitled to plead the same and or claim any relief under this clause.

15. OBSERVANCE OF LAW:

The bidder shall strictly comply with all applicable laws, rules, regulations, and government orders issued by the Central or State Government, as amended from time to time. The bidder shall be solely responsible for any legal or penal consequences arising from non-compliance or violation of such laws or directives, and APSCSCL shall bear no liability in this regard.

16. COMPLIANCE WITH DIRECTIONS:

The bidder shall strictly adhere to all instructions and directions issued from time to time by the Vice Chairman & Managing Director (VC & MD) of APSCSCL in the course of executing responsibilities under this Tender.

17. VOLUME OF WORK:

No specific volume of work is guaranteed under this contract during its validity period. Any contract that may arise pursuant to this agreement shall be strictly governed by the terms and conditions outlined in the Tender Document, including the General Information to the Service Provider and the accompanying Annexures.It must be clearly understood by the bidder that

the Corporation does not commit to any minimum quantity of work or orders, and the volume of work will depend solely on actual requirements.

18. <u>DISPUTE RESOLUTION/ARBITRATION:</u>

- In case of any disputes relating to successful bidder 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.21.1, then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.
- iii. In case of any disputes still not resolved and which are relating to supply of QR CODES 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 successful bidder 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 successful bidder 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

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consent of the other expressed in writing.

iii. <u>Counterparts:</u>

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally signed by both of the Parties.

iv. <u>Entire Agreement:</u>

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. <u>Independent Relationship:</u>

This Agreement does not constitute a Party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this Agreement or any later agreement.

vi. Notice:

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) upon actual delivery, if delivery is in person, (ii) upon receipt if delivery is by telecopier, or (iii) on the third business day following delivery to any internationally recognized overnight delivery service, or (iv) seven (7) days after it is deposited in the India postal services, as a postage prepaid, certified or registered mail. Each such notice will be sent to the respective Parties at the address first indicated herein.

vii. Severability:

If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance (other than a term, covenant, condition or application which affects the essence of this Agreement) shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to those persons or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the complete extent permitted by law.

viii. <u>Successors and Assigns:</u>

This Agreement shall be binding upon and inure to the benefit of the

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Parties and their respective successors and assigns.

ix. <u>Waiver:</u>

No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

20. <u>INDEMNITY:</u>

The successful bidder shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the

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

21. CORRUPT PRACTICES:

Any bribe, Commission, advantages offered or promised by or on behalf of the successful bidderto any officer/ employee/ servant of the APSCSC Ltd. then such successful bidders shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the successful bidderor on his behalf at any stage of tender process or while giving delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the successful bidder will be blacklisted for a minimum period of 3 years

22. NCDEX e-MARKETS LTD DISCLAIMER:

- 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/service receiver or seller/service provider, after deduction of Transaction charges (TC) plus GST on price discovery value and is not part of the total consideration as the buyer/service receiver is directly making payment to the seller/service

provider outside the portal/platform of NeML.

- iv. In lieu of services provided for e-auction, NeML will charge service charges @0.25 %of the price discovery value from bidders. Hence, the TC shall be fixed on the price discovery value of commodities/ Value Service. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside the NeML platform.
- v. The price discovered through NeMLe-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer/service receiver and seller/service provider to accept the price or directly negotiate with counter party. It is understood between the parties that the actual transaction of purchase/sale or service takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction
- vi. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities or service for which the e-auction is conducted.
- vii. Payments for the transaction is carried out between the buyer/service receiver and seller/service provider outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate. NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer/service receiver and seller/service provider without any recourse to NeML.
- viii. The buyer/service receiver and seller/service provider shall be responsible for complying with the relevant provisions of the Income tax Act,GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller. Further there shall be no role of NeML in the qualitative and quantitative aspects of the commodities auctioned. Should there be any dispute regarding the qualitative and quantitative aspects of the commodities, NeML shall not be responsible for sam and NeML shall not be made party in such dispute/litigation etc.
 - ix. Further NeML is acting only as a price discovery service provider for this eauction services and shall not be a party to the contract between the buyer/service receiver and seller/service provider and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequently to this e-auction.
 - x. NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer/service receiver and seller/service provider shall have to be resolved mutually by the parties without any recourse to NeML

23. JURISDICTION:

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

24. **NEGOTIATION**

APSCSCL reserves the right to negotiate with L1 bidder. The APSCSCL reserves the right to accept or reject any/all the bids are increase or decrease the tendered quantity / no. of experts without assaying any reason whatsoever.

** The corporation reserves the right to cancel the RFP at any point of time without assigning any reason **

Signature of the applicant	Date:
Name:	Place:
Seal:	

VC & Managing Director

ANNEXURE-I

Schedule	Bid Quantity	Date of Bidding (Sealed BID)	Date of Auction	Time	Extensions
Schedule 1	50,00,000	05/08/2025	06/08/2025	4:00 PM to 4:30 PM	3 Extension s (5 Minutes Each)

ANNEXURE-II

APPLICATION FORM FOR COMMODITY PARTICIPANT REGISTRATION

Sr. No.	Details Required (Mandatory)	Particulars	
1	Name of Applicant/Organization		
		□ Individual	
		□ Sole Proprietorship	
2	Constitution	□ Partnership Firm/LLP	
		□ Corporate Entity	
		□ Co-operative Society	
		☐ Govt. Company / Govt Organization	
	Date of Birth(For Individual)		
3	Gender (Male/Female)		
	Date of Incorporation		
	Date of Registration		
	PAN Card Number		
5	GST Number (if registered for multiple states provide separate list)		
6	Tax Account Number (TAN) (for TDS Credit)		
7	Type of Registration :	☐ Single Commodity	
		 Multiple Commodity 	
7 a.	Name of Segment in case of Single commodity(refer list)		
8	Details of the Bank Account of Applica	int	
8 a.	Bank Account Number		
8 b.	Bank Name		
8 c.	Branch Name And City		
8 d.	IFSC Code		

Initials Please

9	Registered Office Address	
	City	
9 a.	District	
	State	
	Pin Code	
9 b.	Contact Person's Name	
9 c.	Designation	
9 d.	Telephone Number	
9 e.	Mobile Number	
9 f.	Email Id	
10	Address for Communication	
	Same as Registered Address (YES/NO)	
	City	
10 a.	District	
	State	
	Pin Code	
10 b.	Contact Person's Name	
10 c.	Designation	
10 d.	Telephone Number	
10 e.	Mobile Number	
10 f.	Email Id	
		□ Individual
		□ Proprietor
11	Details of Authorized Person	□ Managing Partner
		□ Managing Director
		□ Chief Executive Officer
		□ Chairman/Secretary
		□ Others Please Specify

InitialsPlease

_			
	11 a.	Name of Authorized Person	
	11 b. PAN Number of Authorized Person		
	11 c.	Address of Authorized Person	
	11 d.	Email Id of Authorized Person	

DECLARATION -

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

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

Aadhar Consent

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

Sign and Stamp:	
Name :	Affix Passport size photograph of the Signatory
Designation	of the signatory
Place and Date :	

ANNEXURE-III

AFFIDAVIT

' <u></u>	S/o	aged years,	
Occupation		Dist. do hereby	
solemnly affirm and	d state on oath as follows:-		
That I am the Deponent herein and well conversant with the facts of the			
Affidavit.			
l or my part	ners or representatives have	no past or present cases with the	
Police/Vigilance of of India.	CS Dept./ Vigilance and Enfo	rcement Dept., Govt. of A.P./Govt.	
I or my part	tners or representatives we	re never black-listed by the A.P.	
State Civil Supplies Corporation/any Govt. Organization at any time or involved in diversion of stocks or in case under EC Act.			
The facts sta	ted above are true and corre	ct to the best of my knowledge	
and belief.			
		DEPONENT	
		DEPONENT	
Attestation:			
The contents of th		d explained to the Deponent who I being true and signed before me	
The contents of th	derstood the same, admitted	d explained to the Deponent who I being true and signed before me	
The contents of th	derstood the same, admitted	d explained to the Deponent who I being true and signed before me	
The contents of th	derstood the same, admitted month 2025. Henc	d explained to the Deponent who I being true and signed before me	
The contents of the agreed to have under on this day _	derstood the same, admitted month 2025. Henc	d explained to the Deponent who I being true and signed before me	
The contents of the agreed to have under on this day _	derstood the same, admitted month 2025. Henc	d explained to the Deponent who I being true and signed before me	
The contents of the agreed to have under on this day	derstood the same, admitted month 2025. Henc	d explained to the Deponent who I being true and signed before me	
The contents of the agreed to have under on this day	derstood the same, admitted month 2025. Henc	d explained to the Deponent who I being true and signed before me	

ANNEXURE-IV

Tentative Requirement of QR CODES

S. No.	Name of the District	Total no. of QR Codes required per month
1	Srikakulam	36400
2	Manyam	30100
3	Vizianagaram	27300
4	Visakhapatnam	15400
5	ASR	58100
6	Anakapalli	24500
7	Kakinada	23100
8	East Godavari	16800
9	Konaseema	15050
10	Eluru	24850
11	West Godavari	14700
12	Krishna	16100
13	NTR Vijayawada	16800
14	Guntur	15050
15	Palnadu	28000
16	Bapatla	15400
17	Prakasam	35700
18	Nellore	28700
19	Sri Balaji	29400
20	Chittoor	23800
21	Annamayya	28700
22	Kadapa	27650
23	Sri Satya Sai	29400
24	Ananthapuram	37800
25	Kurnool	44100
26	Nandyal	37100
	Total	700000

A List of APSCSCL Officials in Head Office				
S. No	Head Office	Mobile No		
1	Manager (Storage)	7093501314		
2.	Manager(PDS)	9705173499		
	B List of APSCSCL Officials in Various Districts			
S. No	District	District Civil Supplies Manager		
3. 140		Mobile Number		
1	Srikakulam	7702003549		
2	Vizianagaram	9963479142		
3	Visakhapatnam	7702003550		
4	East Godavari	8096480340		
5	West Godavari	9963479154		
6	Krishna	7702003540		
7	Guntur	9963479161/7093501314		
8	Prakasam	7702003546		
9	Nellore	7702003544		
10	Kadapa	7702003534		
11	Kurnool	7702003541		
12	Ananthapur	7702003532		
13	Chittoor	7702003533		
14	Manyam	7702003551		
15	Anakapalli	9963479148		
16	Alluri Seetharama Raju	9618779880		
17	Kakinada	7702003535		
18	Konaseema	9963479151/7396914280		
19	Eluru	7702003552		
20	NTR/VJA	9989259264		
21	Bapatla	7702003536		
22	Palnadu	9394883360		
23	Annamayya	9963479179		
24	Nandyala	7032908515		
25	Puttaparthi	9160774992		
26	Tirupathi	7702573537		
