

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

REQUEST FOR PROPOSAL

EMPANELMENT OF SUPPLIERS FOR SUPPLY OF 2600 NUMBER OF UV-STABILIZED QUALITY TARPAULINS AND POSITION AT THE DESIGNATED LOCATIONS IN ELURU DISTRICT THROUGH NCDEX e-MARKETS LTD AUCTION PLATFORM

District Office: Civil Supplies Bhavan, Collectorate Compound, Eluru.

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

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TENDER DETAILS

S. No	Item	Description		
1	Department Name	Andhra Pradesh State Civil Supplies Corporation Limited.		
2	Circle/District	ELURU District in Andhra Pradesh.		
3	Tender Number	No.P.Proc./65/KMS 2025-26 -2 (Tarpaulins)		
4	Tender Subject	Bids are invited from the eligible bidders for supply of 2600 number of UV-Stabilized quality Tarpaulins and position at the designated locations in ELURU District through NCDEX e Markets Ltd Auction Platform		
5	Period of Contract	As given in the tender schedule		
6	Tender Type	Open		
7	Tender Category	Supply of Tarpaulins		
8	EMD	Every registered participant will be assigned a unique virtual account number by NeML. The registered participant must deposit the EMD with the NCDEX e- markets Ltd into the provide virtual account to participate in the proposed auction by way of RTGS or electron fund transfer or on before e- Auction date		
9	Security Deposit	The 2.50% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.		
10	Transaction Fee (Non –Refundable)	In lieu of services provided for the e-auction, NeML will charge service fees at the rate of 0.25% + GST thereon, on the price discovered value from the successful bidders. Subsequently, the transaction charges shall not undergo any change based on the purchase or sale undertaken by parties outside the NeML platform.		
11	Quantity	 1) 1300 number of tarpaulins of size 24'x18' in 250 GSM gauge. 2) 1300 number of tarpaulins of size 30'x30' in 250 GSM gauge. GSM 250 (UV – stabilized quality)(for Both size) GSM shall not be less than 250. (for Both size) Weight shall not be less than 10 kg for size 24' x 18'. & Weight shall not be less than 21 kg for size 30' x 30'. Tarpaulins shall conform to IS 7903:2017, and the firm shall print the CML number on each tarpaulin. (for Both size) 		

12	Number of schedules	1 (One)
13	Bid validity	30 working days from the date of e-Auction on the NeML platform.
14	Contract Period	Immediately
15	Bid Document Downloading Start Date	17.11.2025 onwards
16	Pre- Bid Meeting(in Vitual Mode)	On 18.11.2025 at 03.00 PM (Link will be Shared) Contact Name: K Chandra Sekhar, AM (Genl) FAC, Cell No: 9963479152
17	Bid Downloading End Date & submission of technical documents	19.11.2025 up to 05.00 PM
18	e-reverse auction date	20.11.2025 from 11:00 AM onwards
19	Auction end date and time	Starting time as per Annexures and there will be Three (3) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.
20	Technical bid opening date and time (Qualification and eligibility stage)	NeML will conduct the evaluation of the technical (bid) documents in accordance with the criteria specified in the tender document. Only those bidders who comply with the mandatory technical eligibility requirements will be permitted to participate in the e- auction. The last date and time for submission of technical documents is 19.11.2025 by 05:00 P.M
21	Bidding parameter payment	 i. Price bid shall be <u>quoted in INR (Rs.) per 1 (one) tarpaulin size 24'x18' with</u> 1. GSM 250 (UV – stabilized quality) 2. GSM shall not be less than 250. 3. Weight shall not be less than 10 kg for size 24' x 18'. 4. Tarpaulins shall conform to IS 7903:2017, and the firm shall print the CML number on each tarpaulin. Inclusive of Transport Charges and all taxes & duties, levies, applicable GST if any. ii. Price bid shall be <u>quoted in INR (Rs.) per 1 (one) tarpaulin size 30'x30' with</u> 1. GSM 250 (UV – stabilized quality) 2. GSM shall not be less than 250. 3. Weight shall not be less than 21 kg for size 30' x 30'. 4. Tarpaulins shall conform to IS 7903:2017, and the firm shall print the CML number on each tarpaulin. inclusive of Transport Charges and all taxes & duties, levies, applicable GST if any.

22	Tender Inviting	Joint Collector & EOED, AP State Civil Supplies Corporation Limited, Eluru.
23	Address	District Office: Civil Supplies Bhavan, Collectorate Compound, Eluru. APSCSCL. Head Office: 10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada-520007.
24	Contact Details/ Telephone, E-Mail ID	District Civil Supplies Manager: Ph no:7702003552, e-mail ID : dmelr.apscsc@ap.gov.in
25	General Terms and Conditions	Other terms and conditions as embodied in the Tender documents. Any clarifications can be referred to by e-mail: dmelr.apscsc@ap.gov.in

Sd/-Dr. Abhishek Gowda M.J. I.A.S JOINT COLLECTOR & EOED APSCSCL::ELURU

INTRODUCTION:

The APSCSCL has invited E-Auction applications from the eligible Tarpaulin Manufacturers/Authorized Distributers/Traders for enrolment as registered suppliers for supply of Tarpaulins in Eluru District. APSCSCL shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd, hereafter called as NeML, for conducting electronic reverse auction system for procurement of Tarpaulins and position at designated places in the district from registered suppliers.

1.SCOPE OF WORK:

a) The APSCSCL being the appointed agency for procurement of Tarpaulins by Government of Andhra Pradesh proposes to procure the good quality Tarpaulins from the Manufacturers/Authorized Distributers through e-procurement process and position at designated locations (RSKs).

b) The requirement of Tarpaulins is 2600 (approx) in number for Eluru District.

- 1300 number of tarpaulins of size 24'x18' in 250 GSM Gauge (UV stabilized quality).
- 1300 number of tarpaulins of size 30'x30' in 250 GSM Gauge (UV stabilized quality).
- GSM shall not be less than 250 (for both size)
- Weight shall not be less than 10 kg for size 24' x 18' & Weight shall not be less than 21 kg for size 30' x 30'.
- Tarpaulins shall conform to IS 7903:2017, and the firm shall print the CML number on each tarpaulin. (for both size)
 - c) In order to facilitate Tarpaulin Manufacturers/ Authorized Distributers/ Traders to participate in e-procurement process, registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in Clause 2.
 - d) After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by APSCSCL to the suppliers as per the procedure stipulated in clause- 10 to the respective account of the suppliers by electronic fund transfer.
 - e) The procedure for enrolment and registration of suppliers, terms and conditions of supply of Tarpaulins 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 for the information of participants.

2. <u>ELIGIBILITY / PREQUALIFICATION CONDITIONS & DOCUMENTS TO BE</u> <u>FURNISHED ALONG WITH APPLICATION FOR REGISTRATION:</u>

a) Manufacturing units/Authorized Dealers/Traders of Tarpaulins are eligible to apply for registration as registered suppliers.

- b) The Tarpaulins Manufacturing Units/Authorized Dealers/Traders should have been in operation for at least past one year. They should possess valid GST registration issued by concerned authorities.
- c) The firm/applicant and its sister concern units/Associates should not have been Blacklisted / convicted for any offences or violation of any State or Central act.
- d) Attested copy of audited balance Sheet of film and profit / loss account for past Financial Year 2023-2024, duly certified by Chartered Accountant manufacturing unit or Authorized Dealer or Trader.
- e) Applicants shall submit attested copy of the Income Tax returns of last One year with a copy of a PAN card attested by authorized signatory.
- f) Attested copy of Certificate of registration under Excise, GST Tax as applicable.
- g) An affidavit on Rs 100/- non judicial stamp paper and Notarized, regarding
 - Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
 - Not having been black listed by any organization or Government for non performance of contractual obligation.
- h) In case of partnership firm or Co-operative or Corporate, the Tarpaulin Manufacturing Units, Authorized Dealers/Traders should furnish a copy of the partnership deed or byelaw or memorandum as the case may be.
- i) The Tarpaulin Manufacturing Units, Authorized Dealers / Traders 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.
- j) The address proof of the authorized signatory viz Telephone bill/copy of pass port/electricity bill/voter ID or any other Valid Document 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 or any other proof of document.
- k) Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.
- l) Bidders have to deposit the registration fee of Rs 5900 (Rs 5000+18%GST) along with their bid documents. The registration fee can be directly transferred to the bank account given below. If the bidder is already registered with NeML& renewed their membership FY 2025-2026 not required to pay again

NCDEX eMarkets Ltd Bank Account Details					
Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name	
Axis Bank	NCDEX eMarkets Ltd	004010202176820	UTIB0000004	Fort, Mumbai	
SBI	NCDEX eMarkets Ltd	30760958792	SBIN0011777	Fort, Mumbai	

m)The application for registration and terms and condition with relevant Annexure can be downloaded from the website www.neml.in/http://www.apscscl.in. Requests for forwarding applications through post/couriers will not be

entertained.

n) The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers +91 18002101222 / +91 022 61201000 or write to askus@neml.in/

3.SCHEDULING OF E-AUCTIONS:

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

4. EVALUATION OF APPLICATION:

- i. The completed applications along with relevant documents and fee / registration charges shall be submitted on or before 19.11.2025, 05:00 PM at the following mail ID: apreg@neml.in.
- ii. Eligible Participants will be issued with User ID and Password by NCDEX e MARKETS LTD after completion of the registration.
- iii. Registered participants, whose Technical bids are qualified, are eligible to participate in electronic bidding system (e-auction) for packing of Rice conducted by NCDEX e-MARKETS LTD as and when scheduled.

5. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX E MARKETS LTD PLATFORM.

- i. The Corporation will conduct financial auction on https://trade.neml.in (e-auction platform). The e-auction will be conducted district wise and the details are mentioned in Annexure-I. The system time of NCDEX e MARKETS LTD portal will be considered to start and to end the e-auction.
- ii. The technically qualified tenderers are eligible to participate in e-auction.
- iii. The Corporation organizes the e-reverse auction based on the L1 rate received in the tender.
- iv. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NCDEX e MARKETS LTD website.
- v. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-Auction through the websites in their own interest, rather than depending on other mode of information sources.
- vi. The bidder can modify his bid as many number of times as possible till the closing time of e-auction subject to overall reduction in the price. The system time of NCDEX e MARKETS LTD plat form will be considered to start and end the e-auction.

- vii. However, the auction platform will not allow the bidder to modify his bid to increase the price. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
 - viii. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-auction, bidder who puts in his bid first on e-auction platform gets priority and considered as lowest.
- ix. The bids submitted after the closing time of e-auction will be rejected by the system.
- x. The bidder shall quote their financial bid in terms of rupees per Unit basis for the quantity as below:

Price bid shall be quoted in INR (Rs.) per 1 (one) tarpaulin size 24'x18' with

- GSM 250 (UV stabilized quality)
- GSM shall not be less than 250.
- Weight shall not be less than 10 kg for size 24' x 18'.
- Tarpaulins shall conform to IS 7903:2017, and the firm for a quantity of 1300 Tarpaulins inclusive of Transport Charges and all taxes & duties, levies, applicable GST if any.

Price bid shall be quoted in INR (Rs.) per 1 (one) tarpaulin size 30'x30' with

- GSM 250 (UV stabilized quality)
- GSM shall not be less than 250.
- Weight shall not be less than 21 kg for size 30' x 30'.
- Tarpaulins shall conform to IS 7903:2017, and the firm for a quantity of 1300 Tarpaulins inclusive of Transport Charges and all taxes & duties, levies, applicable GST if any.

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- xi. A Group Reverse Auction will be conducted for the tentative quantity of the District concerned.
- xii. The price quote shall be in Rupees per unit only for all slabs in the Group:
 - Inclusive of all incidental expenditure, transaction charges, insurance custom duty if any and GST payable for delivery at Godown's in the district of A.P at their own risk and responsibility till receipt of the stocks at designated point.
 - Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges, transaction charges, insurance, etc till destination points in the district concerned of the Corporation in A.P.

xiii. The reducing tick size shall be Rs. 5/-. (Rupees Five only) per unit.

- xiv. The price bid for providing rates shall be quoted in Indian Rupees per unit. The rate shall be quoted for all the slabs. The L1 bidder will be finalized basing on the weighted average rate quoted for corresponding quantities on the least cost basis. Failure to quote for all the slabs in respect of a Group will result in the rejection of the bid by the online electronic platform.
- xv. The details of the tentative quantity in respect of each slab available for submission of bid rates will be provided. The bidding process for each slab is subject to the following conditions for determining the lowest total cost of all

- slabs on the electronic auction platform.
- xvi. The bidder can modify their bid rate for each of the slabs in a lead for a particular lot put for e-Auction as many times as possible until the closing time of the e-Auction, subject to an overall reduction in total cost computed by the system for the Group.
- xvii. The auction platform will not allow the bidder to modify their bid once submitted to increase the total cost for the lot put for auction. If such modified bids are submitted, they will be rejected, and the earlier valid bid will prevail.
- xviii. There will be 3 (Three) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.
- xix. The bids submitted after the closing time of e-auction will be rejected by the system.
- xx. The lowest valid bid received on the platform will be communicated to the APSCSCL by NCDEX e MARKETS LTD. The APSCSCL after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by the APSCSCL will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder through APSCSCL. The Corporation reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.
- xxi. The final results of the E-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful Packing Agency shall result in the forfeiture of the EMD (Margin money).
- **xxii.** 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.
- xxiii. The results of thee-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-auctions for a period of two years. The decision of the Joint Collector & EOED, APSCSCL, Eluru/VC & MD, APSCSCL, Vijayawada in this regard will be final.
- xxiv. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by ap NCDEX e-Markets Limited, interalia, for the purpose of the e- auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the pass word before thee-auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the

- password frequently to protect from misuse.
- xxv. APSCSCL/NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX e-Markets Limited platform. In case if e-auctions cannot be held on scheduled date due to server problems, the same will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NCDEX e MARKETS LTD site.
- xxvi. The Invitation of Bids, the terms and conditions of thee-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.
- **xxvii.** The successful Tenderer will be intimated the acceptance of his tender by a letter / email. The Corporation reserves the right to reject any or all the tenders without assigning any reason.
- **xxviii.** In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- **xxix.** 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.
- **xxx.** 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.

6.EARNEST MONEY DEPOSIT (EMD):

- a) Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit an amount equivalent to 2.795% of bid Value with the NCDEX eMarkets Ltd in to the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer on or before e-Auction Starts. The successful bidder has to pay transaction charges @ of 0.25% plus GST @18% thereon (i.e. 0.295% of price discovered value).
- b) The 2.50% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 10% Security Deposit.
- c) The successful bidder upon receipt of communication regarding acceptance of bid by NeML shall arrange an amount equivalent to 7.50 % of the value of the order as security deposit within 2 (two) working days directly to AP State Civil Supplies Corporation Account. Account Details: STATE BANK OF INDIA

MAIN BRANCH, ELURU A/C:- 10616162142 IFSC CODE:- SBIN0000836 DISTRICT MANAGER, APSCSCL, ELURU.

- d) The EMD of L1 will be transferred to APSCSCL after deducting 0.25% transaction charges plus applicable GST on the transaction charges by NeML.
- e) The Tenderer shall be permitted to bid on the express condition that in case he modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD. He will also be debarred from participating in any other Tender with the Corporation for a period of two years.
- f) Only the EMD (Margin Money) of the lowest bidder would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX e Markets on the withdrawal request made by the bidder latest by one day from the day of close of e-Auction.
- g) Any losses or damages arising out of and incurred by the Corporation by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation for a period of two years.
- h) No interest shall be given on the EMD.

7. QUALITY PARAMETERS:

a) The quality parameters for Tarpaulins to be supplied 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.

b) Specifications:

- 1300 number of tarpaulins of size 24'x18' in 250 GSM Gauge (UV stabilized quality).
- 1300 number of tarpaulins of size 30'x30' in 250 GSM Gauge (UV stabilized quality).
- GSM shall not be less than 250 (for both size)
- Weight shall not be less than 10 kg for size 24' x 18' & Weight shall not be less than 21 kg for size 30' x 30'
- Tarpaulins shall conform to IS 7903:2017, and the firm shall print the CML number on each tarpaulin. (for both size)

8.ORDER FOR SUPPLIES:

- a) The shortlisted suppliers who qualify in e-auction for each destination will be issued with Supply orders / indents by the Corporation. The Supply order to the supplier will be issued subject to payment of prescribed security deposit to the APSCSCL account.
- b) 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 points spread across the concerned district
- c) 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. Corporation at its 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 Tarpaulins to the designated Delivery Points in the district. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Tarpaulins as per specifications prescribed should be delivered within 15 working days at the APSCSCL Delivery Points of the respective district in Andhra Pradesh State from the date of final supply order issued by the Corporation.
- d) Violation of any of the Clause/Clauses of the RFP shall be deemed as violation of Terms and Conditions of Tender.
- e) EMD furnished by the qualified supplier will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
- f) Non acceptance of supply order / indents within 2 days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years.
- g) Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of EMD (margin money).
- h) 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 EMD (margin money) furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender.
 - 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.

9.TERMS AND CONDITIONS OF DELIVERY:

- a) The successful bidder shall have to supply the ordered quantity of Tarpaulins as per the specifications prescribed within 7 days against the supply order issued by the APSCSCL and shall obtain the details of quantity from APSCSCL.
- b) In case of Non- execution of the order, APSCSCL reserves the right to place purchase orders (partially/fully) on alternate source at the risk and cost of the default Bidder(s) without any notice/Information.
- c) Bidders are required to supply the items within the delivery period mentioned in the Supply order. In this regard it is informed to the bidders that their performance shall be considered unsatisfactory in case of delayed supply (beyond delivery period)or non-supply of products. The APSCSCL may reject their bid in future Bidder considering their unsatisfactory performance of supplies.
- d) Supplier shall furnish a daily report to the District Office and Head Office of APSCSCL on supply of stocks truck wise and destination wise quantity delivered through E-mail.
- e) The successful supplier should take adequate precautions to prevent damage or deterioration to Tarpaulins during storage/transportation. He should also ensure the stock during transit at his cost.
- f) The successful supplier should deliver at his cost the Tarpaulins to the designated Delivery Points/Storage place as per the supply order / indent issued by APSCSCL.
- g) Tarpaulins supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. APSCSCL will not be responsible for the loss to the supplier and will not entertain any demand/claim.

10. TERMS OF PAYMENT:

- a) After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by the APSCSCL to the supplier within (30) working days from date of submission of bills with relevant documents to the APSCSCL District Office. As per the procedure stipulated the amount will be transferred to respective account of the supplier 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.
- b) The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.
- c) The supplier shall submit the following documents giving delivery of the consignment to the respective Delivery points of the Corporation.
 - i. Commercial Invoice/Tax Invoice.

- ii. Delivery Challan.
- iii. Acknowledgement of the material.
- iv. Bank Account particulars of the Suppliers.
- d) The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified supplier by the Corporation.

11. PENALTY ON DEFAULT/EXTENSION TIME:

The supplier is responsible for timely delivery of Tarpualins as per the indents/Work/Movement Orders received from the Corporation. In case of delay in the supplies as per the indents received, an amount of Rs. 250/- per day shall be recovered as penalty and the same will be recovered from the bills payable in the event of repetition of the same default, the contract/agreement will be liable for cancellation/termination apart from recovery of expenditure incurred by APSCSCL in making alternate arrangements from the Security Deposit and pending bills besides blacklisting the supplier. The action of the Corporation in this regard is final and binding on the supplier and it cannot be called into question.

12. CANCELLATION OF AGREEMENT:

- a) If the supplier, breaches any condition or clause of the RFP 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.
- b) If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

13. 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.

14. ARBITRATION/ RESOLUTION OF DISPUTES:

- a) 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 Joint Collector & EOED, APSCSCL, Eluru/VC & Managing Director, APSCSCL. In case if disputes are not resolved then matter may be referred to Commissioner of Civil Supplies, APSCSCL, Government of Andhra Pradesh who will be the appellate authority.
- b) In case of any disputes still not resolved and which are relating to supply of Tarpaulins 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. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.
- c) Court situated in Vijayawada to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

15. 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.

16. MISCELLANEOUS:

i) NOTICE:

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

ii) SUCCESSORS AND ASSIGNS:

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

iii) WAIVER:

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

iv) COMPLIANCE WITH DIRECTIONS:

The Tenderer shall comply with the directions issued from time-to-time by the Joint Collector & EOED, APSCSCL while discharging the duties under this document.

v) VOLUME OF WORK:

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this tender document, shall be governed by the terms and conditions of the Contract as set out in the invitation / General Information to the Service Provider and as given in the annexure to this tender. It should be clearly understood that no guarantee is given on the volume of work.

vi) LIABILITY FOR PERSONNEL:-

All persons employed by the successful tenderer shall be engaged by him as own employees in all respects, and all rights and liabilities under the Indian Factories Act, or the Workmen's Compensation Act, or Employees Provident Fund Act, and other applicable enactments, in respect of all such personnel shall exclusively be that of the successful tenderer. The successful tenderer shall be bound to indemnify the Corporation against all the claims what so ever in respect of its personnel under the Workmen's Compensation Act,1923, or any statutory modification there of or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the successful tenderer or unsuccessful tenderer shall also comply with all Rules and Regulations/Enactments made by the state Govt./Central Govt. from time to time pertaining to the Contract including all Labour Laws etc.

Vi) CORRUPTPRACTICES:

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

vii) SUBLETTING:

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

viii) OBSERVANCE OF LAW:

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

ix) INTERPRETATION:

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

x) FORGERY OF SIGNATURES:

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

17. NeML 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 or seller, after deduction Transaction charges (TC) plus GST on and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.
- iv. In lieu of services provided for e-auction, NeML will charge service charges @ 0.25% plus 18 % GST on Price Discovered Value on Reverse Auction. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside NeML platform.
- v. The price discovered through NeML e-auction platform is not necessarily the price at which the transaction takes place, and it is the discretion of the buyer and seller to accept the price or directly negotiate with counterparty.
- vi. It is understood between the parties that the actual transaction of purchase/sale takes place between the parties outside the electronic portal of NeML and price discovery only acts as the starting point for negotiation and conclusion of transaction.
- vii. Except for price discovery, NeML is not responsible for facilitating the sale/purchase of commodities for which the e-auction is conducted.
- viii. Payments for the transaction are carried out between the buyer and seller outside the NeML electronic portal and EMD taken by NeML is to protect the price discovery of the transaction so that only genuine bidders shall participate.

- NeML shall not have any information on the quantum and schedule of payment as the same is done directly between buyer and seller without any recourse to NeML.
- ix. The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.
- x. Further NeML is acting only as a price discovery service provider for this eauction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequently to this e-auction.
- xi. NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc arising out of this e-auction. NeML will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.
- xii. Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-auction(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the user name and the password before the e-auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- xiii. NEML shall not be responsible for any failure of power, network, server, bandwidth problems, hosting server, internet connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Platform https://trade.neml.in. In case the e-auction is not concluded /completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with APSCSCL, reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

18. 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 **

19. JURISDICTION

All Civil suits arising by this agreement should be subject to the jurisdiction of the City Civil Court, Vijayawada only. We have carefully and fully go through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section1to 26 of the above Tender document.

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

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

Sd/-Dr. Abhishek Gowda M.J. I.A.S JOINT COLLECTOR & EOED APSCSCL:: ELURU

ANNEXURE - I

SCHDEDULE OF AUCTION

S.NO	NAME OF THE DISTRICT	NO. OF TARPAULINS	DATE OF AUCTION	START TIME	END TIME	EXTENSIONS
1	ELURU	1300 (24'x18'Size) 1300 (30'x30'Size)	20.11.2025	11:00 AM	11.30 AM	3 Extensions (5 Minutes Each)

ANNEXURE - II

<u>DETAILS OF TARPAULINS TO BE DELIVERED TO THE DESIGNATED POINTS IN</u> <u>ELURU DISTRICT</u>

DISTRICT	GSM GAUGE	SIZE	QUANTITY IN No.
ELURU	250	24'x18'	1300
		30'x30'	1300

ANNEXURE - III

CONTACT DETAILS OF APSCSCL OFFICIALS

List of APSCSCL Officials in Various Districts				
S.No.	S.No. District Designation		Mobile Number	
1 Eluru	District Civil Supplies Manager	7702003552		
		Asst Manager(Gen.,)	9963479152	

ANNEXURE - IV

APPLICATION

S. 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 Organisation
	Date of Birth (For Individual)	
3	Gender(Male/Female)	
	Date of Incorporation	
	Date of Registration	
4	PAN Card Number	
5	GST Number (if registered for multiple states Provide separate list)	
6	Tax Account Number(TAN)(forTDS Credit)	
7	Type of Registration:	□ All in One Commodity Participant
	Type of Registration.	□ Multi State Commodity Participant
		□ Single State Commodity Participant
		□ Single Participant
		□ Scrap Auction
a.	Name of States (in case of Single or Multi	
	State Commodity Participants	
8	registration Details of the Bank Account of Applicant	
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
0 0.	Branch Pane Pane City	
8 d.	IFSC Code	
9	Registered Office Address	
	City	
	District	

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

DECLARATION -

I/We hereby state that the above-mentioned particulars and supporting documents hereto 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

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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:	
Designation:	
Place and Date:	

ANNEXURE - V

(An affidavit on Rs 100 non judicial stamp paper and Notarized, regarding)

TO WHOM SO IT MAY CONCERN

M/S..... *** (Firm Name)***.... Proprietor firm having its registered office*** (address)***.... name of proprietor *** (proprietor name)***.... Do oath as follows

A. The registered company***(Firm Name)***.... 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. The registered company.... *** (Firm Name)***.... not having been black listed by any organization or Government for non-performance of contractual obligation.
