ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A State Government Undertaking)



REQUEST FOR PROPOSAL

Empanelment and Appointment of suppliers for supply of 20701.718

MTs of ISS Grade S-30/S-31 Cane Sugar supply in 1/2 Kg packet form,
with secondary packing in 50 Kg New Polypropylene (PP) Bags under
Public Distribution Scheme of Government of Andhra Pradesh for the
months of April ,2023 to June,2023 through NCDEX e Markets Limited

(NeML) auction platform.

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

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Empanelment and Appointment of suppliers for supply of 20701.718 MTs of ISS Grade S-30/S-31 Cane Sugar under Public Distribution Scheme of Government of Andhra Pradesh

The APSCSCL has invited applications from the eligible **Sugar Manufacturers/Traders** All over India for enrolment as registered suppliers for supply of ISS Grade S-30/S-31 Cane Sugar through participation in the e-reverse auction conducted through NCDEX e-Markets Limited (NeML) Portal on behalf of Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL). The procedure for enrolment, registration and terms and conditions of supply under the e-auction mode for supply of ISS Grade, S - 30/S-31 Cane Sugar is detailed in the RFP.

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

1. SCOPE OF WORK:

- i. The APSCSCL being the appointed agency for procurement of Refined and/or Cane Sugar by Government of Andhra Pradesh proposes to procure the ISS Grade S-30/ S-31 Cane Sugar for the year 2023-24 from the Sugar Manufacturers/Traders through e-procurement process.
- ii. The requirement of ISS Grade, S-30/S-31 Cane Sugar will be 20701.718 MTs for three months i.e. April,2023 to June,2023. (Auction will be held Zone-wise), which has to be supplied to the MLS points of the Corporation in Twenty Six (26) Districts of the AP State. The empanelled suppliers should ensure the supplies for April,2023 to June,2023 will follow and should be completed as per the movement orders issued by District Managers concerned. The approximate District wise quantities of the ISS Grade, S-30/S-31 Cane Sugar required for April,2023 to June,2023 may be seen in Annexure-I. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the department from time to time.
- iii. The ISS Grade, S-30/S-31 Cane Sugar will be procured from the registered Sugar Manufacturers/Traders as per the eligibility criteria mentioned in Section-2.
- iv. In order to facilitate Sugar Manufacturers/Traders to participate in e-auction process, Registration with www.neml.in is mandatory.
- v. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-11.
- vi. After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by APSCSCL to the respective suppliers account through electronic fund transfer.

vii. The procedure for enrolment and registration of suppliers, terms and conditions of supply of cane sugar 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</u>:

- i. The annual turnover should not be less than 25.00 crore per annum during the last 3 years.
- ii.The firm/applicant should have prior experience of supplying sugar to any state/central agency.
- iii.The firm/applicant should not have been blacklisted /convicted for any offences or violation of any State or Central act such as essential commodities act etc. or any criminal offence under IPC.
- iv. The Sugar Manufacturing Unit/s should be owned by the registered supplier. The Traders/Suppliers should have valid GST registration issued by concerned authorities. They should be in operation for at least three years.

3. <u>DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION</u> FOR REGISTRATION.:

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

- i. The sugar manufacturing units should have proper valid license by the concerned authority/FSSAI for manufacturing/processing and storing of Sugar, copy of which shall be furnished.
- ii. Attested copy of audited balance Sheet and profit & loss account for past three years i.e., 2019-20, 2020-21 & 2021-22 duly certified by Chartered Accountant.
- iii. Applicants shall submit attested copy of the Income Tax returns of last three years i.e., 2019-20, 2020-21 & 2021-22 with a copy of a PAN card attested by authorized signatory.
- iv. Attested copy of Certificate of registration under GST (Goods and Service Tax) applicable.
 - v. An affidavit-I (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.

- vi. In case of partnership firm or Co-operative or Corporate, the sugar manufacturing units/Traders, should furnish a copy of the registered partnership deed or byelaw or Memorandum & Articles of Association as the case may be. In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant. In case of Cooperative/corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.
- vii. The sugar manufacturing units/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.
- viii. The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/PAN Card/Bank Statement proof should be submitted along with the application. The address proof in respect of the firm/Company shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
 - ix. Bank account details of tenderer along with IFSC code, Branch details, address shall be furnished in the letter head of the firm or certified by the concerned banker.
 - x. The application form mentioned in Annexure-II shall be filled, signed and submitted.
 - xi. 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.
- xii. Copy of the annual turn-over (should not be less than 25.00 crore per annum during the last 3 years i.e., 2019-20, 2020-21 & 2021-22) duly certified by the Chartered Accountant.
- xiii. 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 Exchange bank account given below.

NeML Bank Account Details					
BankName BankA/c Account No. IFSCCode Branch					
	Name				
HDFCBankLtd	NCDEXe	00990690013050	HDFC0000060	Fort,Mumbai	
	MarketsLtd				
AxisBankLtd	NCDEXe	004010202176820	UTIB0000004	Fort,Mumbai	
	MarketsLtd				
StateBankof	NCDEXe	30760958792	SBIN0011777	Fort,Mumbai	
India	MarketsLtd				

xiv. The interested bidders may also visit web site www.neml.in and www.apscscl.in and for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers (022) 48810500 or Mobile No.9962059599 or Email: prasad.bheemireddy@neml.in or askus@neml.in

4. EVALUATION OF APPLICATION:

- i. The applications received to NeML before the last date of bid submission only will be evaluated. However, APSCSCL has the right to extend the date of submission of applications subject to uploading circular/corrigendum on such extensions on the website apscscl.in as well as NeML.
- ii. The NeML evaluates the technical documents submitted. The tenderers submitting valid documentary evidences in compliance of the eligibility criteria's/conditions shall only be considered for Technical qualification.
- iii. Only such bidders who comply with the technical qualifications, shall be allowed to participate in the e-reverse auction to be conducted on www.market.neml.in
- iv. The registered tenderers shall not be intimated individually on being technically qualified and their participation in e-auction they are free to contact through this mail ID askus@neml.in only.
- v. The completed technical &relevant documents shall reach NeML before 5.00 pm on 24.02.2023

5. INSTRUCTIONS FOR SUBMITTING TENDER:

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

i. The completed applications along with relevant documents and payment of fee particulars / registration charges shall be submitted on or before 24.02.2023 at the following mail ID: askus@neml.in or prasad.bheemireddy@neml.in and to the following address

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

- ii. The APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website www.neml.in/www.apscscl.in
- iii. The applicants/bidders will be informed regarding acceptance / rejection/non-receipt of certain documents etc., by APSCSCL or through NeML Limited. The applicants who fulfil the eligibility criteria will be enrolled as registered suppliers and will be issued with registration number / user ID and password by NeML. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always maintain the confidentiality and shall never disclose the password to anyone to protect the secrecy in their own interest.
- iv. All registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NeML as and when scheduled. The electronic reverse auction platform will scrutinize the financial bids and selected bidder will be declared based on the lowest rate offered to APSCSCL subject to terms and conditions detailed in this document.
- v. APSCSCL reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability. APSCSCL'S decision shall be final.
- vi. The e- Auction is scheduled on 27.02.2023. Any changes in the schedule of e-Auction, date and timings will be published on the website www.neml.in/www.apscscl.in
- vii. All registered bidders are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this RFP and APSCSCL reserves the right to carry out any subsequent amendments to certain clauses of the RFP, if any prior to scheduling e-Auctions.

6. SCHEDULING OF e-AUCTIONS

- i. The NeML, after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the NeML and APSCSCL. They will be allotted with member ID and password by NeML. Supplier empaneled for participating in other state e auctions should sign the tender document for meeting eligibility requirements.
- ii. The registered members with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- iii. The NeML in consultation with APSCSCL, will schedule the auctions. e-auction calendar will be published on the website of NeML. The registered bidders are requested to go through the auction calendar carefully before participating in e-Auction
- iv. The registered bidders shall not be intimated individually regarding the e-auctions. However, the registered bidders may contact APSCSCL for obtaining details of schedule of e-auctions
- v. Alternatively, the registered bidders may contact the Customer Service Group on phone numbers (022) 48810500 of NeML for information on schedule of e-Auction.

- vi. The registered bidders shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.
- vii. The bidder should intimate NeML for the transfer of funds and update the details on the CS Tracker Module- https://cst.neml.in in the prescribed manner (Contact Customer Service Group on (022) 48810500
- viii. The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the Escrow Account provided by NeML.
 - ix. Only the EMD (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-fulfilment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through CS Tracker Module latest by one day from the day of close of E-Auction.
 - x. 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.
 - xi. The bidders shall place their bids online on NeML https://market.neml.in the online auction system made available by NeML as per the terms and conditions of the e-Auction.
- xii. Reverse Auction will be conducted for Tentative Quantity of Zone wise in Andhra Pradesh.
- 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. The price quote shall be in Rupees Per Quintal only.
- xv. The minimum Bid Tick size is Rs.1/- (One) Rupee per Quintal.
- xvi. The Price quotation should be inclusive of all applicable taxes, transport charges to the destination and GST if any.
- xvii. The bids of all bidders who have participated in the e-Tender must remain valid for period of 30 days from the date of e-tender.
- xviii. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the Corporation will not consider any request of enhancement in this regard.
 - xix. The results of the e-Tender as approved by APSCSCL are binding on all bidders.
 - xx. The successful Tenderer will be intimated the acceptance of his tender by a letter /email.
 - xxi. The V.C. & Managing Director, AP State Civil Supplies Corporation Limited reserves the right to reject any or all the tenders without assigning any reasons whatsoever and the decision of the V.C. & Managing Director in this regard is final and binding on the tenderers.

- xxii. Any requests for cancellation of bids received either during the Tender session or after the conclusion of Tender session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-Tenders for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.
- APSCSCL or NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform https://market.neml.in In case of any technical problems at NeML Limited Server or for any other reasons, the e-auctions are not conducted or concluded as scheduled, then such e-auctions will be rescheduled accordingly at the discretion of APSCSCL.
- xxiv. Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The Bidder is therefore advised to check the username and the password before the e-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- xxv. Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter /Email Confirmation/Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the supplier and APSCSCL.
- xxvi. In case of any clear indication of cartelization, the Corporation shall reject the tender(s), and forfeit the EMD.
- xxvii. If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false / incorrect at any stage, the Corporation shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.
- xxviii. The Corporation reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to compliance mistake(s) on the part of the service provider.
 - xxix. All the post auction process including Depositing SD, terms of supply of commodity and payment will be communicated by APSCSCL to the successful bidders
 - xxx. The APSCSCL reserves the Right to accept/reject/cancel/any or all the tenders without giving any reasons.
- xxxi. The successful bidder upon receipt of communication regarding acceptance of bid by APSCSCL shall arrange to transfer security deposit within 3 (three) working days by way of electronic fund transfer to any of the APSCSCL Account.
- xxxii. Entire fee charged on prospective bidders for bid submission and participation by APSCSCL is non-refundable.

7. EARNEST MONEY (EMD):

- i. Each registered suppliers need to deposit 2.295 % on the trade value (margin money) in the Dedicated Escrow Account provided by NeML to participate in the e-auctions by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate
- ii. The amount remitted towards Earnest Money Deposit is liable to be forfeited in case the Bidders withdraw from his/their offer after submission of the Reverse Auction or after the acceptance of the offer by APSCSCL or fail to sign the Contract or fail to remit the Security Deposit.
- iii. The Earnest Money Deposit remitted will not carry any interest.
- iv. The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. The transaction charges of 0.25% plus GST (18%) will be on trade value and will be adjusted from EMD amount (2.295%). The transaction charges are not linked to actual supplied quantity of the commodity and hence once paid to NeML, by the bidder/supplier will not be returned or refunded to the Bidders. No claim or request with regard to return or refund of transactions charges will be entertained by either APCSCL or by NeML once transaction charges have been collected by NeML.
- v. Out of 2.295% of EMD amount, 1% of EMD amount will be transferred to APSCSCL account after deduction of transaction charges 0.25% plus GST (18%) i.e, 0.295% of NeML and 1% of EMD deducted towards applicable (Existing 1 %) TDS u/s 194 (O).
- vi. The 1% of EMD amount of the successful bidders transferred to APSCSCL account will be adjusted towards 3% Security Deposit.

8. SECURITY DEPOSIT:

i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 3% (Three percent) of the value of the order, after adjusting the EMD already paid, within 3 (Three) working days by way of electronic fund transfer to the bank account of AP State Civil Supplies Corporation Limited.

Bank	Bank account name	Account	IFSC Code	Branch name
name		number		
SBI	VC & MD APSCCL	27070590040		MG Road,
501	VCW MID AT SCCL	31210382042	SBIN0016857	Vijayawada

- ii. The EMD(1%) already paid will be converted to Security Deposit. Thus the total Security Deposit would be 3% of the order value. Security Deposit will be released only after successful completion of the contract.
- iii. In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation within the due date, his contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another supplier.
- vii. Any losses or damages arising out of and incurred by the Corporation by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the Corporation for a period of three years.
- viii. The security deposit will be returned to the supplier on due satisfactory performance of the contract and on completion of all obligations by the supplier under the terms of the Contract and on submission of a 'No dues certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the supplier.
- ix. No interest shall be given on the security deposit to the supplier.

9. EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement on Rs. 500 /- non-judicial stamp paper to fulfill the contractual obligations as specified by APSCSCL within (07) seven days from the date of remittance of Security Deposit. In the event of failure to execute the agreement within the time prescribed, the Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the APSCSCL reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through retender or in other manners and the bidders are bound to pay the same on demand. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish (3) ½ Kg Sugar samples at the time of entering into Agreement.

10. ORDER FOR SUPPLIES:

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

- ii. The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated MLS Points spread across the concerned district.
- iii. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation at his sole discretion may place Supply orders/indents by Letter/E-Mail. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of ISS Grade S-30/S-31, Cane Sugar to the designated MLS Points. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of sugar as per specifications prescribed should be delivered within 10 days at the APSCSCL MLS Points of the concerned district of AP State from the date of final supply order issued by the Corporation. As the stock is very urgently required and to ensure uninterrupted supply to the Public Distribution system, the APSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to 7 days also while issuing supply order. Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.
- iv. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.
- vi. Security Deposit and EMD furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.
- vii. 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.
- viii. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).
 - ix. Forfeiture of EMD/Security Deposit and criminal action shall be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.
- x. At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (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.

xi. In case of non-supply of stocks within the specified time limits as per supply order/indent, Corporation is at liberty to purchase the item from other alternative sources or initiate Re e-auction and recover the difference of cost from the supplier who has defaulted.

11. QUALITY PARAMETERS:

- i. The quality parameters for ISS Grade S-30/S-31, Cane Sugar 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.
- ii. Sugar of the current year production should be of white crystalline product extracted from unfermented and undecayed sugar cane by sulphotation process, free from any foreign matter, coloring agent, taste and odour and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in color, free flowing and free from dirt and other extraneous contamination for human consumption and specifications as detailed below:

S No.	Specifications	ISS GRADE SUGAR S-30/31
	-	Maximum of 150 ICUMSA as determined by ICUMSA
1	ICUMSA	GS9/1/2/3-8, prescribed in Sugar analysis ICUMSA
		Methods book
2	Polarization	99.80 % Min
3 Grade		Sugar (S-30/31). The size of Sugar Kernels as 0.60 to
3	Grade	0.90/1.0mm with 80% uniform grain size.
4	Moisture	0.08 % Max
5	Ash Content	0.04 % Max
6	Solubility	100 % Dry and free flowing
7	Granulation	Fine/Crystal
8	Colour	Sparkling and crystal white
9	Iron Fillings	Nil
10	Sediments	None
11	Smell	Free of any smell
		Normal without Presence of CESIUM or IODINE.
12	Dadiation	Certified Phyto sanitary of no radiation, no virus, no
14	Radiation	inset parts, Husks, No Poisonous matter and non-
		genetic and it Suitable for Human Consumption
13	Crop	2022-23 seasons Crop

Note: Stocks should conform to the above specifications. Stocks having the in excess of above prescribed refractions limit stands rejected and the decision of the corporation is final and binding on the supplier.

iii. The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2011 and Indian Standard

- Specification no: IS 5982: 2003 and BIS Standard IS 498: 2003 or any other connected rules with regards to adulteration and the refined.
- iv. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters.
- v. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arising out of such supplies under the scheme.
- vi. Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency accredited by NABL/State Food Laboratory. The batch wise assaying report shall be submitted to the APSCSCL. The tentative list of accredited labs of NABL from whom the Assaying report has to be obtained is as detailed in Annexure IV. Suppliers may check with the Assaying agencies listed in Annexure-IV that have the scope of accreditation to certify Sugar.

11(a) <u>PACKING</u>:

- i. Supplier shall undertake packing of ISS Grade S-30/S-31 Cane Sugar in ½ Kg. polythene packs mechanically and automatically during the process itself. In other words, the supplier shall have automatic machine (form filling) with inbuilt printing facility for printing of S.No, Batch No. and Date of packing and other details. Normal packing is not allowed**.
- ii. Packing should be at least one side transparent polyethylene pack wherein the commodity should be visible. Any deviation will be viewed seriously and penal action will be initiated against the supplies.
- iii. Supplier shall undertake packing with description of commodity and Net weight.
- iv. Any deviation in this regard will result in claiming of damages from supplier.
- v. Since the Supplier is responsible for packing the ISS Grade S-30/S-31 Cane Sugar, he shall abide by the laws and rules of Weights and Measures and Packing Acts in-force. All weighment infrastructures should have up to date stamping of Legal Metrology Department.
- vi. The Corporation will approve design to be printed on the packet and it is the responsibility of the supplier to undertake the same at his cost. In addition the supplier shall also undertake printing of Batch No., Serial No., Date of packing, or any other information on Polythene packs without fail.

11(b) SPECIFICATIONS OF ½ Kg POLYTHENE PACKS:

The specifications of ½ Kg. polythene packs shall confirm the following specifications:

- i. Size of Half Kg. Polythene Pack shall be as per the standards.
- ii. Thickness guage shall be 12 pet + 60 transparent poly pet qualities.

- iii. Polythene shall be of transparent quality only.
- iv. Pouch shall be of Centre Sealing and shall withstand bursting test.
- v. Laminated printing of design as approved by Corporation.
- vi. Details of Batch No., S.No and Date of Packing and other details shall be prominently displayed.
- vii. The Corporation Logo shall be printed on the packet.

11(c) <u>SECONDARY PACKING:</u>

After packing of ISS Grade S-30/S-31 Cane Sugar in ½ Kg. Polythene Packs, the Supplier shall undertake packing of the same in 50 Kg PP bags.

- i. The stocks should be packed in ½ Kg packet form and delivered in 50 Kg. secondary new PP bags with mouth closing machine double stitched.
- ii. The Standard net weight of the ISS Grade S-30/S-31 Cane Sugar should be in 50 Kg per bag and not less than 20 bags per MT should be delivered.
- iii. Payment will be made on Net weight only.
- iv. The shelf life of ISS Grade S-30/S-31 Cane Sugar should be more than the period of (2) years.

12. TERMS AND CONDITIONS OF DELIVERY:

- i. The successful bidder shall have to supply the ordered quantity of Sugar as per the specifications prescribed within 10 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 truck wise and destination wise quantity delivered through email and FAX.
- iv. The successful suppliers should take adequate precautions to prevent damage or deterioration to ISS GRADE S-30/S-31 Cane Sugar during storage/transportation. He should also insure the stock during transit at his cost.
- v. The successful suppliers should deliver at his cost the ISS GRADE S-30/S-31 Cane Sugar to the designated MLS Points/storage place as per the supply order / indent issued by APSCSCL.
- vi. The successful supplier should supply the S-30/ S-31 Grade Sugar in 1/2 Kg packet form, with secondary packing in 50 Kg New (PP) Polypropylene bags and all the bags shall be machine stitched.
- viii. All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety &Standards Act, 2006 and Regulations there under, must be mentioned on each Polypropylene Bag e.g. name and full address of Sugar Manufacturer / Co-

Operative Mill / Packer, Name of the commodity, gross weight, net weight, Grade of sugar, month & year of packing of the commodity.

- xi. APSCSCL has the right to increase/decrease up to 20% on the ordered quantity depending on the requirement.
- xii. 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.
- xiii. If necessary, depending upon the requirement, the supplier shall supply the additional quantity to other districts besides the allotted districts as per the instructions of the VC & MD based on approved rates/negotiated rates.

13. ASSAYING:

- i. The Supplier shall, on his own and at his cost, offer the stock of Sugar from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in section 11 above, from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India. Please refer to Annexure V for the list of laboratories. The stocks which qualify the parameters as per section 11 above shall only be supplied. Each and every consignment shall accompany such Assaying Certificate issued by NABL/State Food Laboratory accredited food testing laboratory.
- ii. APSCSCL may randomly collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories independently within 10 days from the day of delivery by the supplier. The quality of ISS Grade S-30/S-31, Cane Sugar will be evaluated based on specified quality parameters as detailed in section 11 The results of such testing will be final and binding on the suppliers. The stocks which fail the test have to be taken back and replaced by new stock by the supplier at his own cost within one week from the date of intimation by the respective District Manager of APSCSCL. Suppliers may note that the cost of assaying will be borne by them if the sample fails in the test and such costs will be deducted while making the payment for supplies made. However, if the test results show the sample is as per the specifications, the APSCSC will bear the cost of assaying. "In case, by the time test report received is not conforming to the standards and stocks already lifted/liquidated, value cut will be imposed on non-conforming stocks".
- iii. The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure V

shall be handed over to concerned officer of the APSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected and will not be acknowledged by the concerned officer.

- iv. Under weighment and shortages of supplied quantities if noticed by the concerned districts, to be replaced by the supplier at his own cost.
- v. Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of APSCSCL will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Supplier, the concerned officer directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- vi. In case if the concerned officer of APSCSCL is not satisfied with the quality of Sugar supplied then he would arrange to draw samples in the presence of the supplier (representative if present) and forward the same for testing and certification as per Clause 12(ii) above within 10 days of receipt of the goods.
- vii. After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice/delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the concerned officer of APSCSCL.
- viii. In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the MLS point incharge shall record the gross weight of the bags on weighing scale on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

14. TERMS OF PAYMENT:

- i. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by APSCSCL to the respective suppliers account through electronic fund transfer by following the due procedure. Advance amount shall not be released to the supplier during the contract period.
- ii. The 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. The standard net weight of Sugar packed should be of 1/2 Kg, with secondary packing in 50 Kg New (PP) Polypropylene Bag.
- iii. The supplier shall submit the following documents at the time of giving delivery of the consignment to the respective MLS points of the Corporation.
 - a) Tax Invoice
 - b) Delivery Challan

- c) Way Bill
- d) Assaying Report at the loading point from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India. Please refer to Annexure V for the list
- e) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- iv. The final payment will be released after the total acknowledgement of quantity from the concerned districts and Quality Analysis reports from the HO Lab with 100% sampling method.
- v. The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation. The following documents should be submitted at the Corporation for processing of payment:
 - 1. MLS Point Wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity) with calendar month-wise break-up.
 - 2. Invoices.
 - 3. Quality Test report
 - 4. Any other relevant document issued by the District Manager

15. PENALTY ON DEFAULT/EXTENSION OF TIME:

- i. The entire ordered quantity of Cane Sugar should be supplied within the stipulated time. No extension of time will be granted for supply of Cane Sugar beyond the specified date fixed. Delay in supplies beyond the stipulated time shall be treated as violation of terms and conditions of tender and appropriate action will be taken.
- ii. But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time may be granted at the discretion of the VC & MD.
- iii. Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- iv. In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, APSCSCL reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-auction at the risk and cost of such defaulted supplier(s) and such defaulted supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the defaulted supplier(s).
 - v. The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of the Corporation or withhold payment for any unsatisfactory

stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC& Managing Director, APSCSC is final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate the Corporation or to third party for any loss, damage, injury, etc. caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.

- vi. Notwithstanding anything contained in the terms and conditions of this tender the VC& Managing Director, APSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- vii. In the event of failure by the tenderer (s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and Corporation may also proceed with blacklisting of the firm.
- viii. The APSCSCL/third-party agency will assay the sugar supplied by the suppliers. The quality of sugar will be evaluated based on specified quality parameters. Truckwise samples in duplicate be drawn and one sample is to be sent to Head Office lab and another sample retained at DMO for further reference. In case, the quality parameters of referred sample are found to be exceeding permissible limits/non-conformity of the given specifications, a penalty of 4% shall be imposed on the entire value of the quantity supplied by that particular truck in the district concerned.
- ix. At the time of delivery of stocks by the Suppliers the stocks will be subjected to quality verification by the quality control staff of APSCSCL at the unloading points. Samples will be drawn as per the usual procedure of the APSCSCL.
- x. In the event of supply of stocks <u>not</u> conforming to specifications as indicated, such stocks are liable for rejection, and will be viewed seriously besides imposing penalty as detailed above.
- xi. Truck-wise samples in duplicate be drawn and one sample to be sent to Head Office lab and another sample retained at DMO for future reference. In case, the referred sample is found to contain any exceeding permissible limits/non-conformity of the given specifications, a penalty shall be imposed as detailed above.

16. CANCELLATION OF AGREEMENT:

- i. The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- ii. 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.

17. FORCE MAJEURE:

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

18. OBSERVANCE OF LAW:

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

19. COMPLIANCE WITH DIRECTIONS:

The supplier shall comply with the directions issued from time-to-time by the VC & Managing Director of the Corporation while discharging the duties under this Agreement.

20. VOLUME OF WORK

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

21. DISPUTE RESOLUTION:

ARBITRATION:

- In case of any disputes relating to Supplier including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, 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 Sugar including the interpretation of any of the Clause/Clauses of this Supplier, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration.
- iv. The Supplier shall prefer a demand, if any, in writing to the V.C. & Managing Director for arbitration in respect of any claim under this agreement within three months from the date of termination or completion of the agreement, failing which the demand shall be deemed to have been waived absolutely time barred and the Corporation shall be discharged and released of all liabilities under this agreement in respect of such demand.
- v. On receipt of a demand from the Supplier within the prescribed time, disputes and differences arising out of or in any way touching or concerning this agreement, except such matters, the decision of which is expressly provided for in the agreement shall be referred to the Arbitration as per Arbitration and Conciliation Act, 1996.
- vi. The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

22. MISCELLANEOUS:

i. Amendment:

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

ii. Assignment:

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

iii. Counterparts:

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

iv. Entire Agreement:

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.

v. Independent Relationship:

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

vi. Notice:

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

vii. Severability:

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

viii. Successors and Assigns:

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

ix. Waiver:

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

23. <u>INDEMNITY:</u>

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

24. CORRUPT PRACTICES:-

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

25. NCDEX e-MARKETS LTD DISCLAIMER

- i. NCDEX e-Markets Ltd will be providing e-Auction platform and other services for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter entered into by a between buyer and the Seller. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as mentioned in this Terms and Conditions.
- ii. Both Buyer and Seller agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from

the dispute between buyer and seller except in case of NeML gross negligence and willful default while conducting e-auctions and services undertaken by NeML as prescribed herein above. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between buyer and seller.

26. 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.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 26 of the above Tender document.

Signature of the applicant	Date:
Name:	Place:
Seal:	
	Sd/- VC & Managing Director

ANNEXURE - I

S1.	Zone	Name of the District	Monthly	Total quantity		
No.			Apr,23	May,23	June,23	in Mts.
1		Srikakulam	312.855	312.855	312.855	938.566
2		Vizianagaram	267.331	267.331	267.331	801.992
3	I	Manyam	153.164	153.164	153.164	459.491
4] 1	Visakhapatnam	237.384	237.384	237.384	712.152
5		Anakapalli	256.760	256.760	256.760	770.280
		TOTAL	1227.494	1227.494	1227.494	3682.481
6		Alluri Seetharamaraju	158.677	158.677	158.677	476.032
7		Konaseema	276.330	276.330	276.330	828.989
8	II	Kakinada	276.494	276.494	276.494	829.483
9		East Godavari	254.180	254.180	254.180	762.539
10		West Godavari	254.015	254.015	254.015	762.045
		TOTAL	1219.696	1219.696	1219.696	3659.089
11	-	Eluru	293.966	293.966	293.966	881.898
12	III	Krishna/Machilipatnam	259.412	259.412	259.412	778.235
13	111	NTR/Vja	274.361	274.361	274.361	823.082
14		Guntur	275.988	275.988	275.988	827.963
		TOTAL	1103.726	1103.726	1103.726	3311.177
15		Palnadu/Narasaropeta	299.835	299.835	299.835	899.505
16	IV	Bapatla	225.678	225.678	225.678	677.033
17	1 V	Prakasam	306.021	306.021	306.021	918.062
18		Nellore	321.519	321.519	321.519	964.556
		TOTAL	1153.052	1153.052	1153.052	3459.156
19		Tirupathi	289.546	289.546	289.546	868.639
20		Chittoor	271.193	271.193	271.193	813.578
21	V	Annamayya	228.345	228.345	228.345	685.036
22		Kadapa	265.346	265.346	265.346	796.038
		TOTAL	1054.430	1054.430	1054.430	3163.290
23		Kurnool	323.171	323.171	323.171	969.513
24		Nandyala	237.641	237.641	237.641	712.924
25	VI	Ananthapuramu	325.525	325.525	325.525	976.574
26		Puttaparthi	255.838	255.838	255.838	767.513
		TOTAL	1142.175	1142.175	1142.175	3426.524
		GRAND TOTAL	6900.573	6900.573	6900.573	20701.718

ANNEXURE-II

$\frac{\textbf{APPLICATION FORM FOR COMMODITY PARTICIPANT}}{\textbf{REGISTRATION}}$

Sr. No.	Details Required (Mandatory)	Particulars
1	Name of Applicant/Organisation	
		□ 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	
,	GST Number (if registered for multiple states provide separate list)	
6	Tax Account Number (TAN) (for TDS Credit)	
7	Type of Registration :	□ Single Commodity
	1,700 01 110810010011 1	□ Multiple Commodity
1 1	Name of Segment in case of Single commodity(refer list)	
8	Details of the Bank Account of Applic	ant
8 a.	Bank Account Number	
8 b.	Bank Name	
8 c.	Branch Name And City	
8 d.	IFSC Code	

 \bigotimes InitialsPlease

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

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

(i) DECLARATION -

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

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

(ii) Aadhar Consent

I hereby consent for submitting my Aadhaar card for KYC purposes. I have been explained that submission of Aadhaar card is optional, and there are alternative options forestablishingidentitywithofficiallyvaliddocumentsotherthanAadhaar.Ico nfirmthatallalternativeoptionsweregiventomebyNeMLandagreeandconsent thatNeMLmay

storeandsharemyAadhaarnumber,demographicdetails,registeredmobilen umber&identityinformationtoitsassociatesandthirdpartyentities,forestabli shingmyidentity&carryingoutverification,ifrequired,forrenderingvariousfa cilities&servicesof/throughNeMLinaccordancewiththeapplicablelaw.

Sign and Stamp:	
Name:	AffixPassport size
Designatio n	photograph of the Signatory
Place and Date :	

ANNEXURE-III

<u>AFFIDAVIT-I</u>

Ι	S/o	aged	years,
	R/o		
solemnly affire	n and state on oath as follows:-		•
I or my	n the Deponent herein and well conver partners or representatives have re/Vigilance of CS Dept./Vigilance ndia.	no past or present crim	inal record
I or my	partners or representatives were n	ever black-listed by the	e A.P. State
Civil Supplies	Corporation/any Govt. Organiza	ation at any time or is	nvolved in
	ocks or in case under EC Act or	convicted by Court of	of law in a
criminal case.			
The facts	stated above are true and correct to the	he best of my knowledge	and belief.
			DEPONENT
Attestation:			
agreed to have	of the Affidavit are read over and understood the same, admitted be month 2023. Hence a	eing true and signed be	
Place:		NOTARY	
Date:			

ANNEXURE - IV

Addresses and contact details of NABL accredited food testing laboratories for analysis of food sample taken under FSS Regulation

Southern Region (Kerala, Tamil Nadu, Karnataka, Andhra Pradesh, Puducherry, Lakshadweep)	S N o	Name(s) of Laboratories eligible for empanelment	Address	Contact person
	1	Bangalore Test House, Bangalore	Bangalore Test House, No.65 20 th Main, Marenahalli, Vijayanagar, Bangalore – 560040 Tel: 23356415, 23388895, 23502689 E-mail: testhouse@satyam.net.in, bthindia@hotmail.com	Sh. Verghese Chacko (CEO)
	2	TUV SUD South Asia Pvt. Ltd	TUV SUD South Asia Pvt. Ltd., NoA 151, 2nd Stage, Peenya Industrial Estate, Bangalore- 560058 Tel: 011-30889611 Email: pankaj.jaiminy@tuv-sud.in	Sh. Pankaj Jaiminy (Asst. Vice President-Food &Agri)
	3	Multilab	Multilab, 1/509 A,OldMahabalipuram Road, Opp. Govt. School, Thoraipakkam, Chennai-600096 Tel:+91-(44) 66693001 to 10 E- mail:agrilab.chennai@sgs.com	Sh. G. Krishnakumar Quality Manager
	4	TA Labs Pvt. Ltd., Chennai	TA Labs Pvt. Ltd., New No. 17, New Street, Kottur, Chennai- 600085 Tel: 044-24474505, 30402020 talabs@trueanalytica.com	Capt. U. Bharatraj (MD)
	5	Sterling Cochin	Uchikkal Lane, Poonithura P.O, Cochin-682038 Tel:91-484- 2306598, 2301582 E-mail :sterlingtesthouse@asianetindia. com	Sh. Shivdas Menon (MD)
	6	Chennai Mettex lab Pvt. Ltd., Chennai	Chennai Mettex lab Pvt. Ltd., Jothi Complex, 83, M.K.N. Road, Guindy, Chennai-600032 Ph: 044-22323163, 42179490 Email: test@mettexlab.com	Sh. V. K. Selvakumar (MD)
	7	Vimta Hyderabad	Life Sciences Facility, 5,Alexandria Knowledge Park, Genome Valley, , Hyderabad- 500078 Tel : 91-40-67404040 E- mail : vimtahq@vimta.com	Dr. N.V. Rama Rao, President-Life Scienced

	8	SGS Cochin	Aspin Wall Building	Dr. Uma
			,Subramaniam Road,Cochin- 682003 Tel :0484- 2668913,2668914 E-mail :Baby.UmaMaheswaran@sgs.co m	Maheshwaran
	9	Bhagavathi Ana Labs Ltd, Hyderabad	Plot no: 7-2-C7 and 8/F, Industrial Estate, Sanathnagar, Hyderabad- 500018 Tel: + 91- 40-2381 1535/1545/0505 E-mail: ballcentrallab@gmail.com	Mr. B Padma PriyaDirector- Projects (Food Division
	10	National Colletarel Hyderabad	4-7-18/6B, Raghavendera Nagar, Nacharam, Hyderabad- 500076 Tel : 040-44858686 E- mail : quality @ncmsl.com	Dr. Ganesh Ramamurthi, Head Testing and Certification
	11	Sargam laboratory Pvt. Ltd, Chennai	2, Ramavaram Road, Manapakkam, Chennai – 600 089, Tel.: 044 – 2249 1117 / 6736 / 2069, Fax: 044 – 2249 1651 E- mail: enquiry@sargamlabs.com	Sh. K. S. Annapoorani (Head)
Western Region (Gujarat, Maharashtra, Dadra & Nagar Haveli, Daman & Diu, Goa, Madhya	12	SGS India Pvt. Ltd., Ahmadabad	SGS India Pvt. Ltd., 201, Sumell - II ,S.G. Highway, Near Gurudwara, Thaltej, Ahmedabad Tel: 079-60600747	Dr. S. D. Garway
Pradesh)	13	Anacon Laboratory Pvt. Ltd., Nagpur	Anacon Laboratory Pvt. Ltd, 60, Bajiprabhu Nagar, Near Ram Nagar Square, Nagpur-440033 Tel:0712-2242077 Mob: 09373287475 Email: anaconngp@gmail.com, anaconlabngp@gmail.com	(Director)
	14	Gujarat Laboratory, Ahmedabad	F/17, Madhavpura Market, Shahibaug, Ahmedabad-380004 Telefax – 079 25626040, ,25625436 E-mail: gujlab@gmail.com	Sh. Hasmukh Amin (CEO)
	15	SGS India, Indore	SGS India Pvt. Ltd., 1-B Press Complex, A. B. Road, Indore- 452008, Madhya Pradesh Tel: 0731-6548001-32 Mob: 09893059935 Email: rajesh.chanpura@sgs.com	Sh Rajesh Chanpura (Lab In-charge)
	16	Geo Chem, Mumbai	Pragati, Adjacent to Crompton Greaves, Kanjurmarg(E), Mumbai-400042 Tel: 91-022 61915100 Fax: 022 61915101 E- mail: laboratory@geochemgroup.com	Mr. P. Suresh Babu Manager-Quality Assurance

17	Envirocare Labs P Ltd, Mumbai	A-7, MIDC, WagleIndl. Estate, Main road, Thane-400604 +91- 22-25838286, 87, 88 E-mail: info@envirocare.co.in	DrNileshAmritkar, Director Laboratories
18	Cali Labs Pvt. Ltd., Bhopal	Cali Labs Pvt. Ltd, HX-21,E-7,Arera Colony, Bhopal – 462016 Tel: 0755-2468583 E-mail: calilabs@sancharnet.in, calilabs@gmail.com	Sh. V.N. Narula (Director)
19	Scientific Precision Pvt. Ltd, Mumbai	Scientific Precision Pvt. Ltd, D- 101, Kailash Industrial Complex, Vikhroli-Hiranandini Link Road, Vikhroli (W), Mumbai – 400079Tel: 022- 25190505 E-mail: info @liprogen.com	Dr. Ravindra K. Mariwala
20	Choksi Lab Ltd., Indore	Choksi Lab Ltd, 6/3, Manoramaganj, Indore-452001, MP Tel: 0731-4243888 Email: indore@choksilab.com,	Sh. VyangeshChoksi (Director)
21	National Agriculture & Food Analysis and Research Institute, Pune	National agriculture and Food Analysis and Research Institute, 2 nd & 3 rd Floor, MCCIA Building, Tilak Road, Swargate, Pune-411002 Mob: 09881491440 Tel: 020-24440079, 24441776 Email:nafaripune@yahoo.co.in, nafariinstitute@gmail.com	Sh. Vinay Oswal (Director)
22	Analytical & Environmental Services, Gujarat	Analytical & Environmental Services, 2nd Floor, CIC Building, 122, GIDC Makarpura, Vadodara-390010, Gujarat Tel: 0265-2633926 Mob: 09825855942 Email: vrnarendra@rediffmail.com	Sh. V. R. Narendra (CEO & Partner)
23	TUV-India, Pune	TUV India Pvt. Ltd., 814, Demech House, 2 nd floor, Law College Road, Pune-411004 Tel:020-25666120/121 Email: pune@tuv-nord.com, foodlab@tuv-nord.com	Sh. KaustubhKorde
24	Ashwamedh Engineers & Consultants, Nasik	Survey No. 102, Plot No.26, Wadala Pathardi Road, Indira Nagar, Nashik-422009 Tel: 0253-2392225 E-mail-sales@ashwamedh.net, ashwamedh_nashik@hotmail.c	Mrs. Aparna S. Pharande ,CEO
25	Micro Chem, Mumbai	MicroChem House, A-513,	Dr. DeepaBhajekar,

			, TTC Industrial area, MIDC, MahapeNavi Mumbai-400701	Managing Director
			Email:deepa@microchem.co.in	
			Telefax: 022-27787800	
	26	Food Hygiene and Health Laboratory, Pune	Food Hygiene and Health Laboratory, Wing-A, 512/513, Fourth Floor, Mega Centre, Magarpatta, Solapur Road, Hadapsar, Pune-411028	Dr. Abhay M. Desai
			Mob.: 09881237321	(Director)
			Tel.: 020-26890197, 26890347	
			Email:	
			foodwatertestlab1@gmail.com	
	27	Reliable analytical Labs P Ltd, Mumbai	Reliable House, 125, Indian Corpn Complex, Mankoli, Bhivandi, thane -421302	Mr. MeenalSatghare,
			Maharashtra	Lab Incharge
			Tel: 91-02522-398100	0
			E-mail:	
			meenal@reliablelabs.org	
Eastern Region (West Bengal,Orissa, Bihar, Jharkhand,Sik kim, A &N Islands, Chattisgarh, Assam, Arunachal Pradesh,Tripu ra, Manipur,Mizo ram, Meghalaya, Nagaland	28	SGS, Kolkata	SGS India Private Limited, 620, Diamond Harbour Road, Behala Industrial Complex, Phase-II, 1st Floor, Kolkata-700034 Ph: 033-64996700, 64996701 Mob: 09831186795 Email: nemai.ghosh@sgs.com	Sh. Manojit Pal (Head)
	29	MitraS.K.Pvt Ltd, Kolkata	Shrachi Centre (5 th Floor), 74B, Acharya Jagdish Chandra Bose Road, Kolkata – 700016 Tel: 033-22172249,22177484/85 Fax – 033-22650008 E-mail – infor@mitrask.com, mitrask@satyam.net.in	Sh. Chiranjit Sen (VP)
	30	Calcutta University Kolkatta	Department of Chemical Technology	Dr. S. Ghosh
			92,Acharya Prafulla Chandra Road, Kolkata- 700009	Assistant Professor
			Tel: 033 23509937/ 8386/6387, Extn: 276	Dr. Mahua Ghosh
			E-mail : mgchemtech@caluniv.ac.in	Assistant Professor

	31	State Govt, Kolkatta	West Bengal public Health Laboratory, 2,Convent Road, Kolkata-700015 Tel: 033 23295974/23299225 Fax: 033 23297289 E-mail: publichealth@bsnl.in	Dr. Arup Duttagupta, Food Analyst
Northern Region (Delhi,Uttarak hand, Rajasthan, J&K, Himachal Pradesh, Punjab, haryana	32	TUV SUD, Delhi	C-153/1, Okhla Ind. Estate, Phase-1, New Delhi-1100020 Tel.: 011 – 3088 9611 Mob:09717124445 E-mail: info@tuv-sud.in	Sh. Pradeep Gupta Sr. Business Manager (Food &Agri)- Certification, Testing & Inspection
	33	FICCI FRAC, Delhi	FICCI Research & Analysis Centre, Plot No. 2A, Sector-8, Dwarka, New Delhi-Email: frac@ficci.com	Sh. Atul Kumar
	34	Amol Pharmaceutical Pvt. Ltd, Gurgaon	Amol Pharmaceutical Pvt. Ltd, Unit No. 3, Fifth Floor, Global Foyer Building, Golf Course Road, Sector-43, Gurgaon- 122002, Haryana Tel: 0124-4227160 Mob: 09910169994 Email:jyotikaur@amolpharmac euticals.com	Jyoti Kaur (Director)
	35	AES Lab, Noida	B-118, Phase-II, Noida – 201304	Sh. Vishal Arora
			Tel: 0120-3047900	Director
			FAX: 0120-3047914	
			E-mail: support@aeslabs.conm	
	36	Avon Food Lab Pvt. Ltd, Delhi	Avon Food Lab (Pvt) Ltd, C- 35/23, Lawrence Road Industrial Area, Delhi-110035	Dr. N. C. Basantia (Director Technical)
			Tel: 011-45202222, 27391116	
			Mob: 09910123468	
			Email: a1foodlab.yahoo.co.in	
	37	Intertek India Pvt. Ltd, Gurgaon	Intertek India Pvt. Ltd(Food Services), Plot No. 68, UdyogVihar, Phase-1, Gurgaon, Haryana-122016	Dr. Imran Khan (Manager- Food Testing & Analytics)
			<u>Tel:0124</u> -4840603	
			Mob: 09650601103	
			Email: imran.khan@intertek.com	
	38	Sophisticated Industrial	Sophisticated Industrial	J. S. Chadha
		Materials Analytical Labs Pvt. Ltd, Delhi	Materials Analytical Labs Pvt. Ltd, A-3/7. MayapuriIndl. Area, Ph-II, New Delhi-110064 Tel: 011-43854300-29	(Director)

		Email:simalabs@simalab.co.in; testing@simalab.co.in	
39	Punjab Biotechnology, Mohali	SCO 7 and 8 (top Floor), Phase- 5, SAS Nagar, Mohali-160059, Punjab	Dr.S.S.Marwaha
		Tel: +91-172- 5020895,5020894,5093595	CEO
		TeleFax : +91-172-5020895 E- mail : pbti2005@yahoo.com	
40	Delhi Test House, Delhi	A-62/3. G.T. Karnal Road, Industrial Area,Opp. Hans Cinema,Azadpur,new Delhi - 110033	Sh.M. C. Goel
		Tel: 011-47075555	Director
		E-mail : info@delhitesthouse.com	
41	Fare Labs Pvt Ltd, Gurgaon	P-94, Sector-30, Gurgaon- 122002, Haryana	Sh. D. Mathur (Director)
		Tel: +91-124-4223207-08, 4034205	
		Fax: +91-124-4036038	
		E-mail: farelabs@farelabs.com	
42	Spectro Analytical Labs Ltd, Delhi	Spectro Analytical Labs Ltd, E- 41, Okhla Industrial Area, Phase-2, New Delhi – 110020	Sh. Kamal K. Mehta
		Tel: 011-40522000, 41611000	(Senior VP)
		Mob: 09999704001	(555557)
		Email: kkm@spectro.in, care@spectro.in	
43	Ozone Pharmaceuticals Ltd (Analytical Lab), Bahadurgarh, Haryana	Ozone Pharmaceuticals Ltd (Analytical Lab), 639-640, 1st floor, MIE, Bahadurgarh124507, Haryana Ph: 01276-267137,267792 Email: ozonelab@ozonegp.com	Sh. ManjuBazard (Asst. Technical Manager)
44	International Testing Centre, Panchkula	International Testing Centre, 86, Industrial Area, Phase 1, Panchkula-134109	Dr. Kesho Ram Gupta (CEO)
		Ph.: 0172-2565825	
45	Choksi Lab Ltd, Panchkula	Email: itc86@yahoo.com Choksi Lab Ltd, Plot No. 362, Industrial Area, Phase II, Panchkula- 734112 Tel: 0172-5048600, 5048601	Sh. Satish Joshi (Director)
		Email: Panchkula@choksilab.com, joshi_102@yahoo.com	
1.	State Food Laboratory		

	Nacharam, Hyderabad,	
	Pin:500076	
	Tel:91-4027154085	1

ANNEXURE - VI LIST OF DISTRICT WISE MLS POINTS IN ANDHRA PRADESH

	1.SRIKAKULAM	2.VIZIANAGARAM	3. MANYAM
S.No	MLS Point	MLS Point	MLS Point
1	Amadalavalasa	Bhogapuram	GL Puram
2	G.Sigadam	Bobbili	Kurupam
3	Ichapuram	Cheepurupalli	Makkuva
4	Jalumuru	Gajapathinagaram	Pachipenta
5	Kanchili	Kothavalasa	Parvathipuram
6	Kotabommali	S Kota	Salur
7	Laveru	Therlam	Palakonda
8	Meliyaputti	Vizianagaram	Seethampeta
9	Narasannapeta	Vizianagaram 2	
10	Palasa	Rajam	
11	Tekkali	Regadi-adv	
12	Srikakulam		
13	Sarubujjili		
14	Kothuru		

	4.VISAKHAPATNAM	5.ANAKAPALLI	6. ALLURI SEETHARAMARAJU
S.No	MLS Point	MLS Point	MLS Point
1	Marripalem-I	Anakapalli	Araku
2	Marripalem-Ii	Kasimkota	Kasipatnam
3	Vadlapudi	Parawada	Chintapalli
4	Padmanabham	Chodavaram	Gk.Veedhi
5	Pendurthi	Ravikamtham	Paderu
6	Bheemili	K.Kotapadu	G.Madugula
7		Devarapalli	K.D.Peta
8		Madugula	Munchingput
9		Narsipatnam	Pedabayalu
10		Kotauratla	Addateegala
11		Nakkapalli	Chintoor
12		Payakaraopeta	Maredumilli
13		Elamanchili	Rampachodavaram
14		Rolugunta	
15		Nathavaram	

	7.KONASEEMA	8.KAKINADA	9. EAST GODAVARI
S.No	MLS Point	MLS Point	MLS Point
1	Amalapuram	Divili	Biccavolu
2	Draksharama	Gollaprolu	Korukonda
3	Mandapeta	Jaggampeta	Rajahmundry
4	Mummidivaram	Kakinada	Nidadavole
5	P Gannavaram	Pithapuram	Gopalapuram
6	Ravulapalem	Tuni	
7		Velangi	

	10. West godavari	11. Eluru	12. Krishna
S.No	MLS Point	MLS Point	MLS Point
1	Tadepalligudem	Eluru	Machilipatnam
2	Tanuku	Pathuru	Avanigadda
3	Penumantra	Dharmajigudem	Bantumilli
4	Narsapuram	Jangareddygudem	Movva
5	Palakole	GCC KR Puram	Gudiwada
6	Undi	GCC Kukunuru	Pamarru
7		Nuzividu	Gannavaram
8		Kaikaluru	Vuyyuru

	13. NTR/VJA	14.Guntur	15. Palnadu
S.No	MLS Point	MLS Point	MLS Point
1	Vijayawada	Guntur (Urban)	Narasaraopet
2	Mylavaram	Guntur (Rural)	Chilakaluripet
3	Nandigama	Mangalagiri	Gurazala
4	Kanchikacherla	Prathipadu	Macherla
5	Jaggaihpeta	Tadikonda	Piduguralla
6	Vissannapeta	Tenali	Vinukonda
7	Tiruvuru	Duggirala	Atchampet
8		Ponnuru	Pedakurapadu
9			Rajupalem
10			Sattenapalle

	16. Bapatla	17. Prakasam	18. Nellore
S.No	MLS Point	MLS Point	MLS Point
1	Addanki	Cumbum	Nellore
2	Chirala	Giddalur	Indukurpet
3	Martur	Kanigiri	Atmakur
4	Parchur	Markapuram	Podalakur
5	Vemuru New Proposal	Donakonda	Kavali
6	Bapatla	Ongole	Kovur
7	Repalle	Y.Palem	Buchi
8		Chimakurthy	Vinjamur
9		S Konda	Udayagiri
10		Pamur	Rapur
11			Kandukur

	19.Tirupathi	20. Chittoor	21.Annamayya
S.No	MLS Point	MLS Point	MLS Point
1	Tirupathi	Chittoor	Chinnamandem
2	Chandragiri	GD Nellore	Kodur
3	Srikalahasthi	Puthalapattu	LR Palli
4	Sathyavedu	Bangarupalem	Rajampeta
5	Pichatur	Karvetinagaram	Rayachoti
6	Pakala	Nagari	Madanapalle
7	Puttur	Pachikapallam	B Kothakota
8	Gudur	Rompicherla	Thamballapalle
9	Vakadu	Sodam	Voyalpad
10	Naidupet	Punganur	Kalakada
11	Sullurupet	Palamaner	Piler
12	Venkatagiri	V Kota	Kalikiri
13		Santhipuram	
14		Kuppam	

	22. YSR KADAPA	23. KURNOOL	24. NANDYALA
S.No	MLS Point	MLS Point	MLS Point
1	Badvel	Kurnool	Nandyal
2	Chennur	Veldurthy	Rudravaram
3	Jammalamadugu	Gudur	Koilakuntla
4	Kadapa	Adoni	Allagadda
5	Kamalapuram	Alur	Banaganapalli
6	Muddanur	Pathikonda	Nandikotkur
7	Mydukur	Yemmiganur	Atmakur
8	Porumamilla		Srisailam
9	Proddatur		Dhone
10	Pulivendula		Peapully
11	Vempalli		
12	Vontimitta		
13	Yerraguntla		

	25.ANANTHAPUR	26. PUTTAPARTHI
S.No	MLS Point	MLS Point
1	Rapthadu	Bukkapatnam
2	Atmakuru	Dharmavaram
3	Singanamala	Mudigubba
4	Tadipatri	Penukonda
5	Guntakal	Hindupur
6	Yadiki	Gorantla
7	Gooty	Madakasira
8	Uravakonda	Kadiri
9	Kalyandurg	O.D.cheruvu
10	Kambadur	Gandlapenta
11	Kanekal	C.K.palli
12	Rayadurg	Tanakal

ANNEXURE-VI

A List of APSCSCL Officials in Head Office				
S.No.	Head Office	Mobile No		
1	Manager(PDS)	9949505318		
B List of APSCSCL Officials in Various Districts				
S.No.	District	District Manager 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		

NCDEX e-Markets Limited (NeML) Contact Details

Mr. Prasad Bheemireddy: 9962059599 / prasad.bheemireddy@neml.in

Mr. Anil Kumar : 9032429420 / anil.kumar@neml.in
Mr. Srinivas Rao : 9885549722 / p.srinivas@neml.in
