



REQUEST FOR PROPOSAL FOR PERFORMING QUALITY  
CHECK OF CUSTOM MILLED RICE (CMR) ACCEPTED  
BY APSCSCL TECHNICAL ASSISTANTS AT BUFFER  
GODOWNS FOR THE KMS 2022-23(KHARIF)

Andhra Pradesh State Civil Supplies Corporation Ltd.

10-152/1, Ashok Nagar, Bandar Road Vijayawada

Andhra Pradesh – 500 007

Website: <https://apscscl.in>

THE INFORMATION PROVIDED BY THE BIDDERS IN RESPONSE TO THIS TENDER DOCUMENT WILL BECOME THE PROPERTY OF APSCSCL AND WILL NOT BE RETURNED. APSCSCL RESERVES THE RIGHT TO AMEND, RESCIND OR REISSUE THIS TENDER DOCUMENT AND ALL AMENDMENTS WILL BE ADVISED TO THE BIDDERS AND SUCH AMENDMENTS WILL BE BINDING ON THEM.

## 1) Critical Information Summary

- 1.1. Andhra Pradesh State Civil Supplies Corporation Ltd (APSCSCL) reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on APSCSCL' website <http://www.apscscl.in/> and these will be binding on the bidders
- 1.2. Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been completed after careful study and examination of the tender document with full understanding of its implications.
- 1.3. Any clarifications from bidder or any change in requirement will be posted on APSCSCL website <http://www.apscscl.in/>. Hence, before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. APSCSCL will not be liable in any manner in case of any omission is committed by any bidder.
- 1.4. In case of any clarification required by APSCSCL to assist in the examination, evaluation and comparison of bids, APSCSCL may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.
- 1.5. Please note that all the information required as per the requirements bidding document shall be provided. Submission of Incomplete information or failure to complete with mandatory conditions shall lead to non-eligibility and thereby, non-selection.
- 1.6. Modification And/ Or Withdrawal of Bids: Bids once submitted will be treated as final and no further correspondence will be entertained. No bid, once submitted, shall be allowed to be modified. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
- 1.7. APSCSCL has the right to reject any or all bids received without assigning any reason whatsoever.

NOTE: APSCSCL SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON-DELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER.

## 2. **Introduction:**

- 2.1. The Andhra Pradesh State Civil Supplies Corporation Ltd (hereby referred to as "APSCSCL"), a State Government Undertaking, with Headquarters at Vijayawada was incorporated in the year 1974 under the Companies Act, 1956. The main objectives of APSCSCL are to engage in, promote, improve, develop, counsel and finance production, purchase, storage, processing, movement, transport, distribution of food grains, food stuffs and any other essential commodities.
- 2.2. Activities performed by APSCSCL are as follows:
  - Procurement, storage, transportation and distribution of essential commodities
  - Market interventions during times of high open-market price and distribution to public at subsidized prices

APSCSCL acts as a Nodal Agency for paddy Procurement Process:

- Handles complete paddy procurement under MSP in AP
- Does Farmer payments
- Monitors paddy transport to mills and CMR delivery to buffer godowns
- Holds the CMR stock for its requirement

### 3. Scope of Work

- 3.1. The Quality Assayer shall check the quality of Custom Milled Rice (CMR) accepted by Technical Assistants (TA) of APSCSCL at the Buffer Godown. The Quality Assayer shall also check the CMR already preserved at Buffer Godowns for infestation as per the Specifications framed by Government of India and Andhra Pradesh. Rice Age Test shall also be carried over by the Quality Assayer
- 3.2. The Service Provider shall deploy required number of Quality Assayers at Buffer Godowns as informed by APSCSCL to perform quality check of the CMR accepted by Technical Assistants. Location of quality check may cover all the Paddy Procuring districts of Andhra Pradesh
- 3.3. Quality Assayers shall test check **10% of the Total individual Consignments** (not stacks) accepted by Technical Assistants of APSCSCL with respect to all the Specifications prescribed in Annexure. 10% of Consignments which are to be test checked shall cover consignments accepted by all Technical Assistants working in the particular Buffer Godown. Quality Assayers shall also observe the bag-to-bag variation, if any. Quality Assayer shall analyze the sample in accordance with prescribed quality specifications issued by APSCSCL and submit the test check reports (in the prescribed Performa) within 48 hours of conducting the test check to concerned district office of APSCSCL & HO APSCSCL.
- 3.4. Quality Assayers should Test Check Rice **Age Test of 25% of accepted consignments** on a fortnightly basis at the designated Buffer Godown which are not covered as per mentioned clause 3.3.
- 3.5. The Quality Assayers shall inspect Rice categorization & Classification of **10% of the CMR Full Stacks** present at the designated Buffer Godown on fortnight basis at the time of Inspection. The details are available in Annexure and submit the test check reports (in the prescribed Performa) within 48 hours of conducting the test check to concerned district office of APSCSCL & HO APSCSCL.
- 3.6. Quality Assayers shall test check sample against quality parameters as prescribed by APSCSCL. In case the consignments are found **Beyond Rejection Limit (BRL)**, the same shall be immediately reported to the concerned District Office and APSCSCL Head Office. In case of any dispute in test results between Technical

Assistant of APSCSCL and Quality Assayer, a sample drawn jointly by APSCSCL Technical Assistant who accepted that CMR consignment and Quality Assayer who found BRL, the same sample shall be sent to APSCSCL Head Office Quality Control Lab. The Decision of the Head Office shall be final in this regard.

3.6 The APSCSCL has decided to follow e-Auction mode for inviting bids from eligible assaying agencies subject to meeting the qualifying criteria for eligibility to bid and has entrusted the process of conducting e- Reverse Auction to NCDEX e Markets Ltd. (herein after also referred to as “NeML”, for finalizing the bids submitted by eligible agencies.

The procedure for enrolment and registration of assaying agencies, terms and conditions of assaying of Rice is detailed below. Some of the clauses to these terms & conditions may be amended, if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website <http://www.apscscl.in/> or [www.neml.in](http://www.neml.in) for the information of participants.

#### 4. Eligibility Criteria for Bidding

- 4.1. The intending service provider/Bidder can be a Proprietorship concern or a Society or a company or a Partnership firm duly registered.
- 4.2. The Service Provider/Bidder should have an average annual financial turn-over of at least Rs. 25 Lakhs during preceding 3 (Three) Financial Years (i.e.,2018-2019, 2019-20 and 2020-21).
  - The Service Provider/Bidder should have reputed experienced laboratory having the following criteria:
  - Laboratory should have accreditation under NABL certification for the Food Category/Items and the tests performed.
  - Laboratory should be accredited by FSSAI.
  - Laboratory's establishment should be in operation for at least last three completed financial years.
  - Laboratory should have minimum three years of experience of sampling, grading and testing of agriculture produce and products and also for food articles & products.
  - Laboratory should have analyzed minimum of 1500 samples of Foodgrains /Cereals/Pulses including Common Rice for Govt./Semi-Govt. Organizations, Corporate, etc. in last two years.
- 4.3. Service provider shall have satisfactory/dispute free performance for assaying of any agricultural commodities like Pulses, Grains, Oil seeds etc. and should not have been blacklisted by any state government or central government organization and no litigation with respect to blacklisting of the bidder shall be pending.
- 4.4. The Quality Assayer should have the following Qualification and Experience
  - **Educational Qualification:** Bachelor Degree in Agriculture or any Life Science.
  - **Experience** : 5 years of experience in procurement of food grains

preferably in Rice procurement.

- **Age limit** : Upper Age limit for Quality Assayers is 55 years as on 01 December 2022.

**5. Documents to be submitted along with application for registration**

5.1 Self-Attested Copy of GST Registration certificate.

5.2 Self-Attested Copy of Valid PAN Card of the Firm.

5.3 Self-attested Copy of the Income Tax returns for last 3 years, copy of the Audited Balance Sheet and Profit and Loss account of previous three years.

5.4 A declaration as with seal and signature of the authorized person on Rs 100 non judicial stamp paper authenticated by the notary public has to be furnished.

. 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.

5.5 In case of partnership firm or Co-operative Society or Corporate body the applicant should furnish a copy of the partnership deed or byelaw or memorandum or articles of association as the case may be. In case of Cooperative / corporate body, memorandum and articles of association and copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.

5.6 The address proof of the authorized signatory

5.7 The address proof of Firm

5.7 Bank account details of firm on its letter head.

5.8 Self attested copy of valid NABL certificate issued by state or central government

5.9 Documents supporting minimum turnover of 25 lakhs in last Three financial year and a document supporting experience in assaying of agriculture commodities

5.10 For Registration with NCDEX e Markets Ltd for this e-auction, registration charges of Rs. 5,000/- and applicable 18% GST extra shall be remitted by way of electronic fund transfer in the following NCDEX e Markets Ltd Accounts for participation in e-auction.

NCDEX e Markets Ltd Bank Account Details				
Bank Name	Bank Account Name	Exchange Dues Account	IFSC Code	Branch Name
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort
Axis Bank	NCDEX e Markets Ltd	004010202176820	UTIB0000004	Fort
State Bank of India	NCDEX e Markets Ltd	30760958792	SBIN0011777	Fort

- 5.16 The application for registration with relevant Annexure can be downloaded from the website <http://www.apscscl.in/> and [www.neml.in](http://www.neml.in) Requests for forwarding applications through post / couriers will not be entertained.
- 5.17 The interested applicants may also visit website [www.neml.in](http://www.neml.in) for any relevant information regarding enrolment as participant on NCDEX e Markets Ltd. Interested participants can also contact the Customer Service Group on below phone numbers (+91-22) - 48810500.

#### 6. Evaluation of Application for Registration

- 6.1 The completed NeML application form for registration along with relevant documents and fee / registration charges shall be submitted on or before **12.12.2022**
- 6.2 The APSCSCL, has the right to extend the date of submission subject to uploading circular on such extensions on the website <http://www.apscscl.in/>
- 6.3 The NeML will scrutinize the applications received and relevant documents submitted along with the application. The applicants will be informed regarding acceptance / rejection of their application through NCDEX e Markets Limited. The selected applicants will be enrolled as registered assaying agencies and will be issued with registration number / used ID and password by NCDEX e Markets Ltd.
- 6.4 All registered assaying agencies are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd.

#### 7. Scheduling of e-auctions

- 7.1 The e-auction will be held on **13.12.2022** provided however Andhra Pradesh State Civil Supplies Corporation reserves the right to conduct e-auction on any other dates as well in case not held on **13.12.2022** or in case the e-auction not getting the intended outcome. The date mentioned here shall not be considered absolute. The details of auction, quantity and timings will be published on the website <http://www.apscscl.in/> and [www.neml.in](http://www.neml.in) .
- 7.2 All Successful registered agencies are eligible to participate in e-auctions subject to fulfilling the criteria as may be specified by the APSCSCL and NeML from time to time.

## 8 Process of e-auction on NeML

- 8.1 The NCDEX e Markets Ltd after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by NeML and the APSCSCL. They will be allotted with member ID and password by NCDEX e Markets Ltd.
- 8.2 The registered agencies with such member ID and password are only eligible to participate in the electronic bid system i.e., e-auction
- 8.3 The registered agencies shall not be intimated individually regarding the e-auctions.
- 8.4 Alternatively, the registered agencies may contact the Customer Service Group on phone numbers (+91-22) – 48810500 of NCDEX e Markets Ltd for information on schedule of e-Auction. The registered agencies shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website (<http://www.apscscl.in/> & [www.neml.in](http://www.neml.in)) in their own interest, rather than depending on other mode of information sources.

### EMD

- 8.5 The registered agencies need to deposit **2.295%** of the value of assaying charges for total number of lots as per the estimated quantity of Rice for the respective lot (as mentioned in Annexure) as a deposit towards EMD (margin money) with the NCDEX e Markets Ltd. The EMD shall be deposited into the escrow bank account of NeML.

*“Applicable (Existing 1 %) TDS u/s 194 (O) will be deducted from the seller's EMD on projected trade value at the time of issuance of Bid Evaluation Result. ”*

- 8.6 The bidders shall be allowed by NeML to bid only if the requisite EMD amount is available in the escrow bank Account of NeML. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder. Bidder will have to transfer the available funds in escrow bank account as margin before bidding through post settlement module of NeML i.e <https://cst.neml.in>
- 8.7 Only the EMD (Margin Money) of the lowest bidder would be blocked by NeML. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NeML on the withdrawal request made by the bidder through post settlement module of NeML i.e <https://cst.neml.in> by one day from the day of close of E-Auction.

- 8.8 **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 a maximum of three such extensions.**

- 8.9 The bidders shall place their bids online on NCDEX e Markets Ltd



Platform/Exchange Platform <https://trade.neml.in> , the online trading system made available by NeML as per the terms and conditions of the E-Auction.

- 8.10 The Bidder have to submit bid as assaying charges against the each Category/Lot ( i.e Individual Consignments, CMR Stacks & Rice Age Test) of rice assayed at a time . This would be a Reverse Group auction District wise and the bidder should submit bids for all the Category/Lot. If any bidder quoted for single Category/Lot or partial Category, respective bid will be treated as Invalid Bid.
- 8.11 The price bid by the agency shall be inclusive of GST and other all applicable Government taxes.
- 8.12 The evaluation and finalization of bid will be done on the basis of lowest bid quoted by the agency in terms of assaying charges towards sampling, quality checking and certification of Rice. The approved bid in terms of the charges quoted by agency in Rs/ lot of rice will be reimbursed to the agency by the APSCSCL. All the payments towards assaying charges shall be subject to TDS as per the IT rules.
- 8.13 The bids received in the e-auction will be valid 30 days from the date of e-auction.
- 8.14 The minimum tick size shall be 1 Rs.
- 8.15 During an auction session, a bidder may modify his bid downwards than the existing bid. This way bidder can modify the bid till the end of auction schedule. Auction platform will not allow the bidder to modify his bid once submitted to increase the bid in assaying charges. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails. Bids submitted after the closure of auction will be rejected. No cancellation of Bids shall be allowed during an auction session.
- 8.16 The final results of the e-Auction as declared by Andhra Pradesh State Civil Supplies Corporation, GOAP shall be 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 assaying of rice by the successful bidder shall result in the forfeiture of the EMD (Margin money).
- 8.17 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 user 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.
- 8.18 The lowest bid of the bidder after conclusion of E-Auction session will be evaluated by APSCSCL, GOAP. The validity period of the bid shall be as specified under clause No 8.13. APSCSCL has the right to reject the L-1 bid if found not competitive. The confirmation of acceptance or rejection of lowest bid will be intimated by NCDEX e Markets Ltd by email to registered e-mail ID (As per NeML's records) of the registered agency.



- 8.19 Andhra Pradesh State Civil Supplies Corporation, AP and NCDEX e Markets Ltd 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 Ltd Platform <https://trade.neml.in>. In case if e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on alternative time or day, the details of such time/date/s will be notified in the website of APSCSCL (<http://www.apscscl.in/>).
- 8.20 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to award of contract shall constitute the terms and conditions of a valid and binding contract between the APSCSCL and the bidder enforceable under the law.
- 8.21 In case of successful bid of the agency the margin money i.e. EMD will be refunded after successful completion of the contract by the APSCSCL.

The successful bidders will be charged transaction charges at the rate of **0.25%** of Assaying charges quoted by the successful bidder plus GST by NeML. The NeML transaction charges will be deducted from the EMD of the successful bidder. The remaining EMD will be transfer to APSCSCL account. The transaction charges payable by the successful bidder to NeML will be calculated on the Trade Value. The transaction charges 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 APSCSCL or by NeML once transactions charges have been collected by NeML.

**SECURITY DEPOSIT:**

- 8.22 The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 10 % (Ten 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 Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC & MD APSCSCL	37270582042	SBIN0016857	MG ROAD,VIJAYAWADA

The EMD (2 %) already paid will be converted to Security Deposit. Thus, the total Security Deposit would be 8% of the order value. Security Deposit will be released only after successful completion of the contract.

- 8.23 In the event of the Tenderer's failure, after the communication of acceptance of the tender by the APSCSCL within the due date, his contract shall be summarily

terminated besides forfeiture of the Earnest Money and the APSCSCL shall proceed for appointment of another supplier.

8.24 Any losses or damages arising out of and incurred by the APSCSCL by such conduct of the tenderer will be recovered from them, without prejudice to any other rights and remedies of the APSCSCL under the Contract and Law. The tenderer will also be debarred from participating in any future tenders of the APSCSCL for a period of three years.

8.25 The security deposit will be returned to the Service Provider 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 APSCSCL's claims against the Service Provider.

8.26 No interest shall be given on the security deposit to the supplier. NCDEX e Markets Ltd will be providing e-Auction platform, it shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both bidder and the APSCSCL shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause

### **Special Terms and Conditions of the Contract**

#### **9. TERMS OF PAYMENT:**

After satisfactory Completion of Quality assaying for the respective month the Service Provider has to submit the bills to APSCSCL Head Office Monthly basis in advised format by APSCSCL Officials, payment will be released by APSCSCL to the respective Service Providers account through electronic fund transfer. Advance amount shall not be released the Service Provider during the contract period.

#### **10 Period of Service**

The Service Provider will be engaged for a period of 6 months or up to completion of KMS 2022-23 (Khariff) CMR procurement whichever is earlier with effect from date of issue of Work Order

#### **11 Award of Contract**

APSCSCL will notify the successful bidder in writing that its proposal has been accepted. On receipt of the notification, the bidder shall furnish acceptance of award within 30 days of its issuance from APSCSCL, thereafter, sign Contract Agreement. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

#### **12 Sub-Contracting**

Subletting of the work to any other party is strictly prohibited. Even though the selected bidder is allowed to constitute field/office team internally, the accountability and liability of non-deliverance will be of the selected bidder.

### **13 Negotiation**

APSCSCL reserves the right to negotiate. APSCSCL reserves the right to accept/reject any/all the bids or increase/decrease the tendered quantity without assigning any reason whatsoever.

### **14 Late delivery of Services**

Actions will be taken against the bidder for repetitive failure in providing services within stipulated time, considering that bidder has failed in providing the services in the given time limit/ delivery schedule. The acceptance of services after the given delivery period is at the sole discretion of the APSCSCL.

### **15 Termination**

The APSCSCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or in part. Breach of contract shall include, but shall not be limited to the following:

- a) The Bidder stops providing services for 2 (Two) days when no stoppage of service is shown on the current Programme and the stoppage has not been authorized by the APSCSCL,
  - b) If the Bidder fails to perform any other obligation(s) under the Contract;
- or**
- c) The APSCSCL or the Bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

Notwithstanding the above, the APSCSCL may terminate the Contract for any reasons of quality of services; reduction in requirements or for any other reasons whatsoever.

If the Contract is terminated the Bidder shall stop services immediately.

In the event the APSCSCL terminates the Contract in whole or in part, the APSCSCL may appoint, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the APSCSCL for any excess costs for such similar Goods. If the Bidder fails to reimburse the APSCSCL or such excess costs within a reasonable period, the APSCSCL may have recourse to the Performance Security. However, the Bidder shall continue performance of the Contract to the extent not terminated.

### **16 Suspension of Contract**

In appropriate case, the APSCSCL may at its discretion, instead of terminating contract for breach of any terms or conditions of contract by bidder, suspend the contract for specified period. In case the contract is so suspended, bidder will be under obligation to reimburse the APSCSCL damages or loss suffered by the APSCSCL on account of APSCSCL making alternative arrangement for procuring services during period of suspension of contract and if the bidder fails to reimburse such loss or damages, the same will be recovered from SD and EMD or any other payment to be made to the bidder under this contract.

### **17 Payment upon termination**

If the Contract is terminated because of a breach of Contract by the Bidder, the APSCSCL shall process payments due to the Bidder less all eligible deductions as applicable. If the total amount due to the APSCSCL exceeds any payment due to the Bidder the difference shall be a debt payable by the Bidder to the APSCSCL.

### **18 Penalty on default/extension time**

18.1 The Bidder shall depute sufficient Quality Assayers to do the work specified in points from 3.3 to 3.5 in Scope of Work. In case of failure of the Bidder to complete the work assigned with in the time specified in Scope of Work, a penalty of Rs. 1000/- per buffer Godown per day left unchecked will be imposed. In such default, APSCSCL reserves the right to hire the services of other technically sound and qualified Service Provider.

18.2 If the CMR test checked by the Quality Assayer and declared as well within limits and later same consignments are found to be Beyond Rejection Limit in any Refraction or Rice Age Test when cross checked by APSCSCL, a penalty of Rs. 10,000 per consignment shall be levied. Also, the respective Quality Assayer will not be allowed for further Service for this Tender.

18.2 If any fake reports are found, the service provider shall be forfeited of their services without any intimation and shall be blacklisted. The Security Deposit will be retained by APSCSCL without any further notice

### **19 CANCELLATION OF AGREEMENT:**

19.1 The Service Provider, if breaches any condition or clause of the agreement the APSCSCL 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.

19.2 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 procurement of CMR is stopped or revised or modified by the APSCSCL then the agreement will automatically come to an end or partly continues for which Service Provider is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

### **20 FORCE MAJEURE:**

The terms and conditions hereof shall be subject to force majeure. Neither the APSCSCL nor the Service Provider 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 Service Provider shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to

the APSCSCL 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 Service Provider pleading any ground as constituting force majeure, the opinion of the management of the APSCSCL on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the Service Provider do not amount to force majeure, then Service Provider shall not be entitled to plead the same and or claim any relief under this clause.

## **21 OBSERVANCE OF LAW :**

The Service Provider 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 Service Provider of any law, orders, etc., in force.

## **22 COMPLIANCE WITH DIRECTIONS :**

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

## **23 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.

## **24 DISPUTE RESOLUTION:**

### **ARBITRATION:**

24.1 In case of any disputes relating to Service Provider including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Vice Chairman & Managing Director, APSCSCL LTD.,

24.2 In case, if disputes are not resolved according to the Clause no.24.1, then the matter may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.

24.3 In case of any disputes still not resolved and which are relating to supply of Service including the interpretation of any of the Clause/Clauses of this Service Provider, 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.

24.4 The Service Provider 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 APSCSCL shall be discharged and released of all liabilities under this agreement in respect of such demand

24.5 On receipt of a demand from the Service Provider 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.

24.6 The Arbitrator(s) shall give separate award in respect of each dispute or difference referred to him.

## **25 MISCELLANEOUS:**

### **25.1 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.

### **25.2 Assignment:**

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

### **25.3 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.

### **25.4 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.

### **25.5 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

**25.6 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.

**25.7 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.

**25.8 Successors and Assigns:**

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

**26 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.

**27 INDEMNITY:**

The Service Provider 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 Service Provider or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

**28 CORRUPT PRACTICES: -**

Any bribe, Commission, advantages offered or promised by or on behalf of the Service Provider to any officer/ employee/ servant of the APSCSC Ltd. then such Service Providers shall be debarred from the tender enquiry in addition to initiating criminal action and



blacklisting. Canvassing in any form on the part of the Service Provider 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 Service Provider will be blacklisted for a minimum period of 3 years.

**29 NeML 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 an between Contractor and the APSCSCL. Both the Contractor and the APSCSCL shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between APSCSCL and Contractor shall have to be resolved by them as mentioned in this Terms and Conditions.

(ii) Both the APSCSCL and Contractor agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between the APSCSCL and Contractor 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 parties 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 the APSCSCL and Contractor.

**30 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 30 of the above Tender document.

Place : Signature of Applicant : \_\_\_\_\_  
Date : Name : \_\_\_\_\_  
Seal :

## ANNEXURE -I

**District Wise Tentative no of Lots or Individual Consignments/ CMR Stacks / Rice Age Test to Test Checked**

		Sortex	Fortified	Total	No. of Consignment	Tentative 10 % Individual Consignments to be tested.	Tentative 10 % of CMR Stacks to be tested	Tentative 25 % Accepted Consignment to be tested for Rice Age Test
1	Krishna	58,000	132,000	190,000	6552	655	109	1638
2	Srikakulam	50,000	113,000	163,000	5621	562	94	1405
3	Eluru	43,500	100,000	143,500	4948	495	82	1237
4	West Godavari	39,000	87,000	126,000	4345	434	72	1086
5	East Godavari	32,500	73,000	105,500	3638	364	61	909
6	Vizianagaram		90,000	90,000	3103	310	52	776
7	Kakinada	32,500	62,000	94,500	3259	326	54	815
8	Konseema	24,200	55,000	79,200	2731	273	46	683
9	Manyam	22,000	48,000	70,000	2414	241	40	603
10	Bapatla	16,000	36,000	52,000	1793	179	30	448
11	S.P.S Nellore	16,000	38,000	54,000	1862	186	31	466
12	NTR	14,000	32,000	46,000	1586	159	26	397
13	Palnadu	7,000	16,000	23,000	793	79	13	198
14	Tirupathi	6,000	15,800	21,800	752	75	13	188
15	Guntur	4,300	10,000	14,300	493	49	8	123
16	Anakapalli	710	8,000	8,710	300	30	5	75
17	Prakasam	2,500	7,300	9,800	338	34	6	84
18	Visakhapatnam	1,000	1,500	2,500	86	9	1	22
19	Kadapa	567	840	1,407	49	5	1	12
<b>Total</b>	<b>Total</b>	<b>369,777</b>	<b>925,440</b>	<b>1,295,217</b>	<b>44663</b>	<b>4466</b>	<b>744</b>	<b>11166</b>

## Annexure – II

Individual Consignments quality Specifications to be tested as below

Sortex quality rice to be delivered to the APSCSCL for PDS/ OWS

S. No	Refractions	Sortex quality with improved Specifications	
		Grade A	Common
1	Brokens*	15.00	15.00
2	Foreign Matter	0.00	0.00
3	Damaged # Slightly Damaged & Discolored grains	1.50	1.50
4	Chalky Grains	1.00	1.00
5	Red Grains	3.00	3.00
6	Admixture of lower Class	6.00	0.00
7	De-husked Grains	10.00	10.00
8	Moisture Content @	14.00	14.00
9	Rice Age Test	Please refer the Rice Age Test Annexure	Please refer the Rice Age Test Annexure
10	FRK (Fortified Kernel) ##	For procurement of Fortified Rice stocks, 1% of FRK (W/W) should be blended with normal Rice stocks.	

- \*Not more than 0.60% by weight shall be small brokens.
- # excluding pinpoint damaged grains but not more than FAQ limit.
- @ Rice can be procured with moisture content up to a maximum limit of 15% with value cut. There will be no value cut up to 14%. Between 14% to 15% moisture, value cut will be applicable at the rate of full value.
- ## As per FSSAI, the blending efficiency of FRK can be accepted with a range of 0.90% to 1.10%.

The FAQ Specifications prescribed by GOI for **Non-Sortex** CMR to be delivered to the FCI / CSC if required are

S.N	Refractions		Maximum Limit (%)	
			Grade 'A'	Common
1	Brokens *	Raw	25.0	25.0
2	Foreign Matter **	Raw/Parboiled/Single parboiled rice	0.5	0.5
3	Damaged # / Slightly Damaged grains	Raw	3.0	3.0
4	Discolored Grains	Raw	3.0	3.0
5	Chalky Grains	Raw	5.0	5.0
6	Red Grains	Raw/Parboiled/ Single parboiled rice	3.0	3.0
7	Admixture of Lower Class	Raw/Parboiled/ Single parboiled rice	6.0	--
8	Dehusked Grains	Raw/Parboiled/ Single parboiled rice	13.0	13.0
9	Moisture content @	Raw/Parboiled/ Single parboiled rice	14.0	14.0

- \*Not more than 1% by weight shall be small brokens.
- \*\* Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.
- # Including pinpoint damaged grains.
- @ Rice (both Raw & Parboiled/Single Parboiled) can be procured with moisture content upto maximum limit of 15% with value cut. There will be no value cut upto 14%. Between 14% to 15% moisture, value cut will be applicable at the rate of full value.

## ANNEXURE - III

Preservation Test Specifications are mentioned below

Test Check Statement for Rice Catogorization and Classification										
Inspection Results of Quality Assayer										
Sn o	Date of Recei pt of Stac k	Sta ck No	Date of Inspect ion	Dama ged	Discolou red	Categ ory	Infestat ion Count	Classifica tion	M C	Date of Last Fumigation/Deg assing

## ANNEXURE - IV

**Rice Age Test Annexure**

\*\* Required Chemicals & Equipment's will be provided by APSCSCL

**Procedure for staining method using pH indicators (working solution)**

1. Weigh 5 grams of the raw rice sample.
2. Place the sample in the test tube.
3. Add 10 ml of pH indicator (working solution) and shake well for one minute.
4. Note the resulting color of solution (whether green/avocado green/yellow/yellow orange/orange).

**Interpretation of Test Results:**

	<b>Color Change</b>	<b>As per standards</b>	<b>Result</b>
Samples subjected to mixed indicator method	Green	Freshly milled stocks	Accepted
	Avocado Green		
	Yellow	Old Stock	Not to be accepted
	Yellow Orange		
	Orange		

## ANNEXURE – V

## List of Buffer Godowns District wise

Name of the District	Name of the Godown
Srikakulam	Sompeta AMC
	Kanchili OWN
	Kotabommali AMC
	Narasannapeta AMC
	Naira IG
	Amadalavalasa Own
	Amadalavalasa PEG AMC
	Amadalavalasa AMC
	Nivagam Own
	Nivagam AMC
	Ponduru Own
	Budumuru Own
	Budumuru AMC
	Narayanavalasa Own
	Singannapalem IG
	Tekkali IG
	Palasa IG
	Palasa Own
	IG Kotabommali
	IG Ravipadu
	Sarubujjili AMC
Ampolu AMC	
Palakandyam Own	
Tarlakota Own	
Vizianagaram	Donkinavalsa Own
	Byripuram Own
	NC Food Park , Chepurupalli IG
	KL Puram IG
	CSC AMC Rajam
	Gajapatinagaram Own
	Rajam IG
Manyam	Surampeta Own
	CSC Sunki IG
	SWC Balijipeta
	SWC Bhamini



East Godavari	Biccavolu IG
	Kanedu IG
	Katakoteswaram IG
	PWS Anaparthi IG
	Rajavolu IG
Konaseema	Mandapeta IG
	Dwarapudi IG
	Dwarapudi Own
	Dwarapudi IG
	R.C Puram IG
	Vemulapalli Own
	Vemulapalli IG
	Ravulapallem IG
	Razole IG
	Sakhinatipalli Own
	Katrenikona Own
	Ippanapadu IG
Kakinada	Samalkot IG
	Tuni IG
	Pithapuram IG
	Kirlampudi Own
	Nadakuduru Own
	3 seasons Logistics IG
West Godavari	Tadepalligudem CWC
	Bhimavaram Own
	Undi CSC
	Tetali IG
	Palacole RR IG
	SWC Palacole Own
	Narasapuram IG
	Palacole Reddy IG
	Mattaparu IG
	Siddapuram IG
	Prathipadu IG
	AI Bhimavaram IG
	SWC Tanuku Own
Padala AMC	
Eluru	Satrampadu Own
	Sri Ramavaram IG
	Vangoor IG

	Kaikaluru
	Kamavarapukota
	Kalidindi
Krishna	Machilipatanam
	Gudivada
	Machilipatanam IG
	Kothamajeru Own
	Gudivada IG
	Uppaluru CSC IG
	Satya Ware house Gudivada IG
	Gudivada IG(Nataraj)
Bapatla	Repalle Own
	Bapatla Own
	Karlapalem IG
	Challareddypallem IG
	Thammavaram IG
Palnadu	Narasaraopeta Own
	Sattenapalli Own
	Nadikudi Own
	Piduguralla Own
	Etlapadu Own
Nellore	Nellore CWC
	Kavali Own
	CS Puram Own
	Bogole Own
	Vedayapalem Own
	Bandepalli Own
	Allipuram CSC IG
	Kavali AMC
	Balaji Ware Housing IG
	MS Godown
	SRK godown, Punjalurupadu CSC IG
	Nellore

## ANNEXURE-VII

## ❖ Contact details of NCDEX e-Markets Limited ( NeML)

Prasad Reddy +91 9962059599 // e-mail: [prasad.bheemireddy@neml.in](mailto:prasad.bheemireddy@neml.in)  
Anil Kumar +91 9032429420 // e-mail: [anil.kumar@neml.in](mailto:anil.kumar@neml.in)  
Srinivasa Rao +91 9885549722 // e-mail: [p.srinivas@neml.in](mailto:p.srinivas@neml.in)

## A List of APSCSCL Officials in Head Office

S.NO	Head Office	Mobile Number
1	Manager Quality Control	92472 66980
2	G P APARNA	98852 72988