



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

REQUEST FOR PROPOSAL

Empanelment of supplier for supply of 1,100 tarpaulins to APSCSCL Bapatla District of Andhra Pradesh through NCDEX e-Markets Limited auction Platform.

District Office : Collectorate Compound, HRDA extension ,Bapatla -522101.

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

Empanelment of supplier for Supply of (1) 550 number of tarpaulins Size 24'x18' (2) 550 number of tarpaulins of Size 30'x30' with 250 GSM gauge to APSCSCL Bapatla District for lending to farmers to facilitate drying of paddy and protection of paddy from unseasonal rains through NCDEX e-Markets Limited auction Platform.

Tender details:

Name of Buyer/ Tender Inviting authority	A P State Civil Supplies Corporation Limited APSCSCL Bapatla District.
Commodity to be supplied/ Service to be Given	Supply of Tarpaulins with 250 GSM gauge for drying of paddy and protection of paddy from unseasonal rains.
Supply location	As per Annexure-I
Pack size	1) 550 number of tarpaulins of size 24'x18' 2) 550 number of tarpaulins of size 30'x30' both in 250 GSM gauge.
EMD	2.795% on price bid
EMD	Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit EMD with the NCDEX e-Markets Ltd into the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer on or before e-Auction Date.
Transaction Fee (Non-Refundable)	Transaction fee: In lieu of services provided for the e-auction, NeML will charge service fees at the rate of 0.25% plus GST only from the Successful bidders. Subsequently, the transaction charges shall not undergo any change based on the purchase or sale undertaken by parties outside the NeML platform
Contract period	Supply of Tarpaulins within 7 days from dates of issue of work order.
Bid Document Downloading Start Date	29.10.25
Bid Downloading End Date & submission of technical documents	05.11.25
e-reverse auction date	06.11.25
Due date for completion of Work of packing	Within 7 days from dates of issue of work order.
Payment time lines for delivery	Within 30 days from the date of Submission of Bills complete in all respect.
Bidding parameter payment	• Price bid shall be <u>quoted in INR (Rs.) per 1 (one) tarpaulin size 24'x18' with GSM 250 (UV - stabilized quality)</u> used for drying of paddy and protection of paddy from unseasonal rains inclusive of all taxes & duties, levies and applicable GST if any and also inclusive of Transport Charges. • Price bid shall be <u>quoted in INR (Rs.) per 1 (one) tarpaulin size 30'x30' with GSM 250 (UV - stabilized quality)</u> used for drying of paddy and protection of paddy from unseasonal rains inclusive of all taxes & duties, levies and applicable GST if any and also inclusive of Transport Charges.

Bid Validity	90 Working Days from date of Opening of Finance bids
Tender Inviting / Opening Authority	Joint Collector & EOED, Bapatla District, AP State Civil Supplies Corporation Limited.
Address	District Office : Collectorate Compound, HRDA extension Bapatla District - 522101APSCSCL. Head Office: 10-152/1, Sri Sai Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada-520007.
Contact Details / Telephone, E-Mail ID	District Civil Supplies Manager: 9963479161. Assistant Manager(G): 9912065339 e-mail ID : dmbapatla9@gmail.com
Procedure for Bid Submission	The completed applications, along with relevant technical documents and proof of payment of fee particulars/registration charges, all of which must be self-attested and signed by an authorized person, shall be submitted as scanned copies on or before 05.11.25 by 5:00 PM to the following email address apreg@nempl.in. The new bidder can register in to generate User Id and Password in following link :https://tradereg.nempl.in/SpotLite/ The bidder would be required to register on the NCDEX e-Markets Limited market place https://tradereg.nempl.in/SpotLite/ and submit their bids online in www.trade.nempl.in . No offline bids shall be entertained by the Tender Inviting Authority for the tenders published in NeML platform Registration with NeML platform: Deactivation of Bidders: The bidders found defaulting in submission of eligible documents online on or before 05.11.25 at 5.00 P.M will not be accepted by the NeML platform Tender Document: The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting Authority. Any offline submission of the tender document shall not be considered. The bidder has to keep track of any changes by viewing the addendum / Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the NCDEX e-Markets Limited platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this. NCDEX e Markets Ltd, after scrutinizing the applications for registration, will enroll the applicants on the auction platform subject to the eligibility criteria prescribed by the Department. For the purpose of the e-auction(s), registered participants will be allotted a user ID and password by NCDEX e Markets Ltd. to participate in the e- auction. Those who are already registered with NeML must submit all documents as specified in this tender document.
General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents. Any clarifications can be referred to by e-mail: dmbapatla9@gmail.com


DISTRICT CIVIL SUPPLIES MANGER,
BAPATLA DISTRICT

INTRODUCTION :

In pursuance of the approval of Government of Andhra Pradesh and instructions of the Commissioner of Civil Supplies & EO Secretary, CA F&CS Dept, it is proposed to procure 50,000 Tarpaulins across the state during KMS 2025-26 to protect paddy stocks from unseasonal rains and to ensure maintenance of FAQ Standards during procurement operations at Rythu Seva Kendras (RSKs). Out of which the districts are allowed to procure 30,000 tarpaulins and position at RSKs across the state. Among the 30,000 tarpaulins, allocation made to BAPATLA District is 1,100 tarpaulins.

Technical Specifications of the Tarpaulins are as follows: Guage: 250 GSM (UV - stabilized quality) in Sizes: 24'x18' and 30'X30'.

The A P State Civil Supplies Corporation Limited (APSCSCL) Bapatla District have invited e-auction for Empanelment of Agency for supply of gauge: 250 GSM Tarpaulins (UV - Stabilized quality).

1. Number of Tarpaulins of size 24'x18' - 550.
2. Number of Tarpaulins of size 30'x30' - 550.

APSCSCL shall follow district wise online e-auction mode and has entrusted the same to NCDEX e-Markets Ltd. for conducting electronic reverse auction for supply of Tarpaulins in Technical Specifications as mentioned above to the locations mentioned in Annexure - I.

Procurement utilization and payment procedure of Tarpaulins stipulated in the circular are as follows:

- The District Purchase Committee (DPC) shall finalize the Rythu Seva Kendra (RSK) -wise requirement of tarpaulins, float tenders, and appoint suppliers for the purchase of the allocated quantity of tarpaulins, duly following the prescribed procurement procedure.
- The DPC shall oversee the receipt, inspection, storage, and distribution of tarpaulins at the designated RSKs, ensuring that all supplies conform to approved quality standards.
- Tenders should be called for supply of tarpaulins up to the identified designated locations godowns/PPCs. (Annexure - I enclosed).
- Quality Testing: Lot-wise pre-supply and post-delivery testing shall be conducted as per the norms prescribed strictly conforming to BIS and departmental quality standards. Any consignment failing to meet specifications shall be rejected and replaced by the supplier at their cost.
- The procured tarpaulins shall remain under the custody of the Agricultural Marketing Department. Proper stock and issue registers shall be maintained by the designated custodian officer under the supervision of the District Agri Trade & Marketing Officer.
- The tarpaulins shall be issued to farmers free of cost to facilitate drying and protection of paddy from unseasonal rains. Farmers shall return the tarpaulins after use to the concerned custodian officer for reuse in subsequent procurement seasons.

- The DPC shall ensure wide publicity regarding the availability and use of tarpaulins through local media, village-level announcements (tom-tom), and display boards at RSKs.
- Supplier claims shall be obtained only after completion of supply, verified against the acknowledgements issued by RSK staff.
- The expenditure shall be met either from the District Disaster fund or Market Fee accruals payable to the Agricultural Marketing Department, to be adjusted by APSCSCL.
- In case the expenditure is met from the District Disaster Fund, the supplier bills shall be processed and settled at the district level after due verification.
- In case the expenditure is met from Market Fee accruals, the verified claims shall be forwarded to the Head Office, APSCSCL, for payment and adjustment against the Market Fee payable to the Agricultural Marketing Department.
- The tarpaulins shall be treated as departmental assets, maintained under the custody of the District Agri Trade & Marketing Officer. These shall be periodically inspected and re-used in subsequent procurement seasons.
- The supplying agency shall bear expenditure, for transportation and supply of tarpaulins to the designated locations.

Quality Determination

- The quality of tarpaulins shall be determined based on movement orders issued by the DPC.
- The supplying agency shall strictly adhere to the timelines for delivery of Tarpaulins as per the quantity communicated.

In order to facilitate Agency to participate in NCDEX e-Markets Limited process, registration with NCDEX e-Markets Ltd. is mandatory.

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

1. ELIGIBILITY/PRE QUALIFICATION CONDITIONS.

- i. Tenderer shall be a firm (or) registered company (or) Cooperative society (or) any legal organization.
- ii. The Agency/Packer shall possess valid GST registration issued by concerned authorities.
- iii. The firm/applicant should not have been Black-listed/convicted for any offence(s) or violation of any State or Central act such as Essential Commodities Act etc or any criminal offence under IPC.
- a. The Applicant may also be directed to furnish additional information/confirmation in connection with verification of the documents submitted by the Applicant, if deemed necessary, at the sole discretion of APSCSCL.

- b. APSCSCL reserves the right to accept or reject any of the bids without assigning any reasons whatsoever. The decision of Joint Collector & EOED, APSCSCL in this regard shall be final and binding on all participating bidders.
- iv. The Agency shall ensure compliance of all government legislations, policies, guidelines, orders etc. related to any or all of the above activities.
- v. The Agency shall undertake to abide by the statutory requirements and guidelines of the State Government from time to time.
- vi. Tenderers those are blacklisted/debarred/Banned/Suspended by APSCSCL/ Legal Metrology Dept./by any other Dept of AP State is ineligible to participate in the tenders during the period of such debarment or for a period of two years from the date of debarment, whichever is earlier.
- vii. If any person/Firm/Company who has been blacklisted files a Tender in a benami name his tender stands summarily rejected apart from forfeiture of EMD furnished. If it comes to notice after award of contract also, the contract will be cancelled and the agency will be black-listed for a period of two years apart from forfeiture of EMD/Security Deposit. In such cases, the tender may be awarded to the L2 tenderer at L1 rate if the L2 tenderer is willing. Else, the APSCSCL can undertake departmental packing at approved L1 Rate only.
- viii. Any Tenderer whose contract with the APSCSCL or any other Govt./Private organization has been terminated for violation of terms and conditions of the contract before the expiry of the contract period at any point of time during last two years, will be ineligible.

2. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR PARTICIPATION.

- I. The Tenderer shall submit attested copy of Audited Profit & Loss Account, Balance Sheet and the Income Tax returns of last Three Financial Years (2022-23, 2023-24, 2024-25) with a copy of a PAN card attested by authorized signatory.
- II. Self-Attested copy of Certificate of registration under GST (Goods and Service Tax) as applicable.
- III. In case of partnership firm or Co-operative or Corporate, the Agency/Packer should furnish a copy of the partnership deed or bylaw or Memorandum of Association & Articles of Association as the case may be.
- IV. The Tenderer shall furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or body corporate.
- V. The address proof of the authorized signatory viz., Telephone bill/copy of pass port / electricity bill/voter ID proof should be submitted along with the application
- VI. Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm or Cancelled Cheque.
- VII. All the pages of the RFP document shall be signed by tenderer or authorized person before submission of tender. The tender submitted along with confirmation deemed that the tenderer is aware and understood all the terms & conditions of this tender document.

- VIII. The prospective bidders who have not registered in e-Auctioning shall register through the website <https://tradereg.neml.in/SpotLite/> for participating in Online Auctions. The registration charges will be Rs.5900/- applicable (per year) which needs to be paid through electronic mode only.

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

- IX. The application for registration and terms and condition with relevant Annexure can be downloaded from the website www.neml.in/http://www.apscscl.in. Requests for forwarding applications through post/couriers will not be entertained.
- X. The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers +91 18002101222 / +91 022 61201000 or write to askus@neml.in.

3. SCHEDULING OF E-AUCTIONS.

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

4. EVALUATION OF APPLICATION:

- The completed applications along with relevant documents and fee / registration charges shall be submitted on or before 05.11.25 @5PM at the following mail ID: apreg@neml.in.
- Eligible Participants will be issued with User ID and Password by NCDEX e MARKETS LTD after completion of the registration.
- Registered Participants whose Technical bids are qualified, are eligible to participate in electronic bidding system (e-auction) for packing of Rice conducted by NCDEX e-MARKETS LTD as and when scheduled.

5. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEXe MARKETS LTD PLATFORM.

- The Corporation will conduct financial auction on <https://trade.neml.in> (e-auction platform). The e-auction will be conducted district wise and the details are mentioned in Annexure-II. The system time of NCDEX e MARKETS LTD portal will be considered to start and to end the e-auction.
- The technically qualified tenderers are eligible to participate in e-auction.
- The Corporation organizes the e-reverse auction based on the L1 rate received in the

tender.

- iv. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of APSCSCL and NCDEX e MARKETS LTD website.
- v. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-Auction through the websites in their own interest, rather than depending on other mode of information sources.
- vi. The bidder can modify his bid as many number of times as possible till the closing time of e-auction subject to overall reduction in the price. The system time of NCDEX e MARKETS LTD plat form will be considered to start and end the e-auction.
- vii. However, the auction platform will not allow the bidder to modify his bid to increase the price. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.
- viii. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-auction, bidder who puts in his bid first on e-auction platform gets priority and considered as lowest.
- ix. The bids submitted after the closing time of e-auction will be rejected by the system.

1 Price bid shall be quoted in INR (Rs.) Price bid shall be quoted in INR (Rs.) per 1 (one) tarpaulin size 24'x18' with GSM 250 (UV - stabilized quality) for utilization in drying of paddy and protection of paddy from unseasonal rains inclusive of all taxes & duties, levies and applicable GST if any and inclusive of Transport Charges.

2 Price bid shall be quoted in INR (Rs.) per 1 (one) tarpaulin size 30'x30' with GSM 250 (UV - stabilized quality) for utilization in drying of paddy and protection of paddy from unseasonal rains inclusive of all taxes & duties, levies and applicable GST if any and inclusive of Transport Charges.

3 Supply of Tarpaulins inclusive of all taxes & duties, levies, and applicable GST if any & all related transport expenses till delivery. A Group Reverse Auction will be conducted for the tentative quantity of District-wise.

- x. The price quote shall be in Rupees per 1 (One) Tarpaulin only for all slabs in the Group.
- xi. The reducing tick size shall be Rs. 5/- (Rupees Five only) per quantity.
- xii. The price bid for providing rates shall be quoted in Indian Rupees per Quintal. The rate shall be quoted for all the slabs. The L1 bidder will be finalized basing on the weighted average rate quoted for corresponding quantities on the least cost basis. Failure to quote for all the slabs in respect of a Group will result in the rejection of the bid by the online electronic platform.
- xiii. The details of the tentative quantity in respect of each slab available for submission of bid rates will be provided. The bidding process for each slab is subject to the following conditions for determining the lowest total cost of all slabs on the electronic auction platform.
- xiv. The bidder can modify their bid rate for each of the slabs in a lead for a particular lot put for e-Auction as many times as possible until the closing time of the e-Auction, subject to an overall reduction in total cost computed by the system for the Group.

- xv. The auction platform will not allow the bidder to modify their bid once submitted to increase the total cost for the lot put for auction. If such modified bids are submitted, they will be rejected, and the earlier valid bid will prevail.
- xvi. There will be 3 (Three) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session
- xvii. The bids submitted after the closing time of e-auction will be rejected by the system.
- xviii. The lowest valid bid received on the platform will be communicated to the APSCSCL by NCDEX e MARKETS LTD. The APSCSCL after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by the APSCSCL will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder through APSCSCL. The Corporation reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.
- xix. The final results of the E-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. **Failure to accept award of supply contract by the successful Packing Agency shall result in the forfeiture of the EMD (Margin money).**
- xx. The Bids of all Bidders who have participated in the e-Auction must remain valid for minimum period of 90 (Ninety) working days from the date of auction or till the tender process is completed, whichever is later.
- xxi. The results of thee-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. **Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-auctions for a period of two years.** The decision of the Joint Collector & EOED, APSCSCL in this regard will be final.
- xxii. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by ap NCDEX e-Markets Limited, inter-alia, for the purpose of the e-auction and the bidder shall be solely and fully responsible for all the activities that occur under such user ID and password. The user is therefore advised to check the user ID and the pass word before thee-auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.
- xxiii. APSCSCL/NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX e-Markets Limited platform. In case if e-auctions cannot be held on scheduled date due to server problems, the same will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NCDEX e MARKETS LTD site.
- xxiv. The Invitation of Bids, the terms and conditions of thee-auction, Bid of the

Successful bidder, Letter / Email Confirmation / Acceptance issued by the APSCSCL to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the Corporation and the tenderer.

- xxv. The successful Tenderer will be intimated the acceptance of his tender by a letter / email. The Corporation reserves the right to reject any or all the tenders without assigning any reason.
- 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 GST reporting/compliance mistake(s) on the part of the service provider.

6. EARNEST MONEY DEPOSIT:

- i. Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit 2.795% on price bid with the NCDEX e-Markets Ltd in to the provided Virtual Account to participate in the proposed auctions by way of RTGS or electronic fund transfer on or before e-Auction Starts.
- ii. The successful bidder is to pay transaction charges @ of 0.25% plus GST @18% on bid value thereon (i.e. 0.295% of price discovered value). The balance amount will be transferred to APSCSCL towards EMD.
- iii. The Tenderer shall be permitted to bid on the express condition that in case he modifies his offer, or terms & conditions thereof, after submitting his tender, for any reason whatsoever during the tender process, the Earnest Money Deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the contract and law, and the Tenderer will be liable for any loss suffered by the Corporation on account of its withdrawal/modification etc besides forfeiture of EMD. He will also be debarred from participating in any other Tender with the Corporation for a period of two years.
- iv. 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 NCDEX e Markets on the withdrawal request made by the bidder latest by one day from the day of close of e-Auction.

iv No interest shall be given on the EMD.

7. SUBLETTING :

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

8. LIABILITY OF PACKING AGENCY:

- I. Without prejudice to the generality of the foregoing, in the event of failure/delay of the Agency to provide Tarpaulins as indented by the Corporation the Agency will be made responsible for the damages/losses suffered by the Corporation due to the delay/failure.

9. ORDER OF SUPPLIES :

- i. The successful bidders who qualify in e-auction will be issued with Work order by APSCSCL. The agency should supply tarpaulins within the prescribed time period mentioned in the work order.
- ii. Non acceptance of Work order bid within 3 working days of declaration of e-auction results will amount to forfeiture of EMD (Margin money) deposited and may face blacklisting from participating in the subsequent Tenders / e-auctions called by APSCSCL for a period of two years as per the discretion of Joint Collector & EOED, APSCSCL.

10. DOCUMENTS TO BE SUBMITTED BY PACKING AGENCYS FOR PAYMENT:

- i. The Packing Agency shall supply goods with good quality and quantity as entrusted by Corporation as per the movement orders issued by the District Civil Supplies Manager. The Agency shall submit the bills for the quantities delivered to the Corporation.
- ii. The Corporation will make payments of bills claimed subject to reconciliation of stocks supplied. The Corporations find the bills in order, payment to the tenderer will be done within 30 days from the date receipt of bills.
- iii. Applicable Statutory deductions like Service Tax, TDS (Income Tax) etc. will be deducted from the payments to the Agency as per rules in force.
- iv. The Corporation will not make any payment of interest on outstanding bills at any time.

11. VALIDITY OF BIDS :

The bids will be valid for a maximum period of **Ninety (90) Working days** from the date of conclusion of e-auction. APSCCL will communicate the acceptance or rejection of the bids within the above time frame.

12. DISPUTE RESOLUTION

- i. In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC & MD, APSCSCL.
- ii. In case, if disputes are not resolved then them after may be referred to Commissioner of Civil Supplies, Government of Andhra Pradesh who will be the appellate authority.

- iii. In case of any disputes still not resolved and which are relating to under this Tender, including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in where Head Office of APSCSCL is situated and the decision of the arbitrator shall be final and binding on both parties to the arbitration.

13. MISCELLANEOUS

i) COMPLIANCE WITH DIRECTIONS:

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

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

ii) OBSERVANCE OF LAW:

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

iii) INTERPRETATION:

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

iv) FORGERY OF SIGNATURES:

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

14. NCDEX e MARKETS LIMITED (NeML) DISCLAIMER: -

- i. NCDEX e Markets Limited (NeML) is involved, only in price discovery of the transaction for the goods or services and not involved in post-auction activities such as ensuring timely deposit of transaction value by winning bidder(s), generation of DO (delivery order), sending winner intimation mail to bidders etc.
- ii. NeML shall undertake Pre-auction activities such as registration of participants, collection of KYC documents on the basis of eligibility criteria of participants, as laid down by auction initiator, etc.
- iii. NeML shall collect Earnest Money Deposit (EMD) to protect the price discovery of the transaction so that only credential bidders will participate and the EMD includes Transaction charges plus GST of NeML. The EMD shall be transferred to auction initiator, either buyer or seller, after deduction Transaction charges (TC) plus GST on and is not part of the total consideration as the buyer is directly making payment to the seller outside the portal/platform of NeML.
- iv. In lieu of services provided for e-auction, NeML will charge service charges @ 0.25% plus 18 % GST on Price Discovered Value on Reverse Auction. Subsequently TC shall not undergo change based on the purchase/ sale undertaken by parties outside NeML platform.
- v. The price discovered through NeML e-auction platform is not necessarily the price at which the

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

15. JURISDICTION

All Civil suits arising by this agreement should be subject to the jurisdiction of the City

Civil Court, Vijayawada only. We have carefully and fully go through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 26 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal

K Sivapatti
DISTRICT CIVIL SUPPLIES MANGER,
APSCSCL:: BAPATLA

ANNEXURE -I**LOCATIONS TO SUPPLY TARPAULINS**

Agriculture Market Committee Godowns as mentioned below:

S. No.	Name of the AMC Godowns	Number of 24'x18 size tarpaulins	Number of 30'x30' size tarpaulins	Total number of tarpaulins
1	AMC VEMURU	100	50	150
2	AMC REPALLE	200	100	300
3	AMC KUCHINAPUDI (NIZAMPATNAM)	70	30	100
4	AMC BAPATLA	200	100	300
5	AMC DESAIPETA (CHIRALA)	40	60	100
6	AMC PARCHUR	30	20	50
7	AMC ADDANKI	30	20	50
8	AMC SANTHAMAGULURU	30	20	50
	Total	700	400	1100

ANNEXURE - II

S. No.	Name of the District	Date of e-Auction	Commodity/ Goods	Tentative Quantity	Start Time	End Time	Extensions
01	BAPALTA DISTRICT	06-11-2025	a)24'x18 size tarpaulins b).30'x30'siz e tarpaulins	1100	04.00PM	04.30PM	3 Extensions each 5 Minutes