



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A State Government Undertaking)

REQUEST FOR PROPOSAL

Empanelment of suppliers for supply of 13.00 Lakh bags of 5Kg, 10Kg, 20Kg sizes of PP Woven fabric with Block Bottom & BOPP Lamination and 1.4 Lakh of 50Kg size PP bags for Secondary packing by AP State Civil Supplies Corporation Limited through NCDEX e Markets Ltd.

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ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED

(A STATE GOVT. UNDERTAKING)

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Empanelment of suppliers for supply of PP Woven fabric with Block Bottom & BOPP Lamination for packing of 5 Kg, 10Kg, 20Kg size bags for packing of rice and 50kg PP bags for secondary for distribution under PDS for one month requirement of POC at designated godown of APSCSCL by Government of Andhra Pradesh

The APSCSCL has invited applications from the eligible PP Woven fabric with Block Bottom & BOPP Lamination Manufacturers for enrolment as registered suppliers for supply of PP Woven fabric with Block Bottom & BOPP Lamination of 5Kg, 10Kg, 20Kg size bags and 50Kg PP bag The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of PP Woven fabric with Block Bottom & BOPP Lamination and PP bag is detailed below:-

APSCSCL shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd, hereafter called as NeML, for conducting electronic auction system for procurement of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bag from registered suppliers.

The objective of the RFP is to invite applications for the empanelment of manufacturers for supply of PP Woven Fabric, Block Bottom PACKING BAGS and PP Bag of various sizes to store, transport and distribute rice through packed and sealed bags.

Basis the selection criteria laid down in the RFP, the Authority will empanel manufacturers for supply of PP Woven Fabric, Block Bottom PACKING BAGS and PP Bag designated godowns.

1.SCOPE OF WORK:-

1.1.Andhra Pradesh State Civil Supplies Corporation Ltd. Vijayawada (hereinafter referred to as Corporation or through its abbreviation APSCSCL) invites empanelment of manufacturers for supply of PP Woven Fabric Block Bottom PACKING BAGS for packing of rice and 50kg PP bags for secondary packing as per the detailed specifications mentioned in Claus 6 for issue under Public Distribution System in Andhra Pradesh State

1.2.The RFP requests the interested bidders to provide the documentation to enable the Corporation determine the capabilities of the bidder(s) as well as the financial quotes for Packing Bags.

1.3.The APSCSC Ltd being the appointed agency for procurement of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags by Government of Andhra Pradesh proposes to procure the good quality PP Woven fabric with Block Bottom & BOPP Lamination and PP bags from the Manufacturers.

1.4. In order to facilitate PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags Manufacturers to participate in e-procurement process, registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in **Clauses 3 & 4.**

1.5 The procedure for enrolment and registration of suppliers, terms and conditions of supply of PP Woven fabric with Block Bottom & BOPP Lamination and PP bags are 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.apscsc.gov.in & www.neml.in for the information of participants.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

2.1. Persons having own PP Woven fabric with Block Bottom & BOPP Lamination manufacturing unit are eligible to apply for registration as registered suppliers. Registration subject to fulfilling certain criteria specified below.

2.2. The PP Woven fabric with Block Bottom & BOPP Lamination Manufacturing Units should have proper valid license by the concerned authority for manufacturing.

2.3 Should be a Legal entity (Company, Partnership Firm, One person company, Sole Proprietorship)

2.4. The PP Woven fabric Manufacturing Units should have minimum two years experience.

2.5. Should be in operation for at least two years (FY 2017-18 and 2018-19)on the date of submission of bid and average turnover of such bidder during any one of the year should not be less than **Rs. 40 Crores** per annum

2.6. Should have a valid ISO 9000:2001 or later Certification.

2.7. The firm/applicant and its sister concern units/Associates should not have been Blacklisted / convicted for any offences or violation of any State or Central act such as commodities act etc or any criminal offence under IPC.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

3.1 The PP Woven fabrics with Block Bottom & BOPP Lamination Manufacturing Units should have proper valid license by the concerned authority for manufacturing

3.2 Attested copy of audited balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant is a own manufacturing unit.

3.3 Applicants shall submit attested copy of the Income Tax returns of last two years with a copy of a PAN card attested by authorized signatory.

3.4. Should be a Legal entity (Company, Partnership Firm, One person company, Sole Proprietorship)

- ✚ Copy of Certificate of registration of the bidder's Company / Certificate of Incorporation from Registrar of Companies (ROC), Ministry of Company Affairs, Govt. of India;
- ✚ Board Resolution duly certified authorizing the person signing the Bid and Bid documents on behalf of the Company.
- ✚ Deed of Partnership, Copy of the Registration of the Firm with Registrar of Firms; Memorandum & Articles of Association

3.5. The PP Woven fabric with Block Bottom & BOPP Lamination Manufacturing Units should have been in operation for at least past two years.

- ✚ Copy of Udyog Aadhaar Memorandum (UAM) or Copy of Entrepreneur Memorandum-II (EM)
- ✚ Copy of Factory License
- ✚ Copy of 1 biggest (in terms of volume of supply) work orders for each of the last three years (FY 2017-18 and 2018-19)

3.6. Should be in operation for at least last two years (FY 2017-18 and 2018-19)on the date of submission of bid and average turnover of such bidder during these years should not be less than **Rs. 40** Crores per annum in any one year.

- ✚ Turnover Certificate from Chartered Accountant as per the format provided in *Annexure 2 – Format for Turnover Certificate*
- ✚ Audited / Provisional (2018-19) Financial Statements specifically including Balance Sheet, Profit & Loss A/c and Cash Flow Statement for last two financial years (FY 2017-18 and 2018-19)
- ✚ Income Tax Returns (FY 2017-18& FY 2018-19)

3.7 Attested copy of Certificate of registration under Excise, GST Tax as applicable.

3.8. Should have a valid ISO 9000:2001 or later Certification.

- ✚ Copies of the valid & current certificates from authorized agencies.
- ✚ Certification under process will not be considered

3.9. An affidavit on Rs 100 non judicial stamp paper and Notarized , regarding ANNUXRE-1

3.9.1. 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.

3.9.2. Not having been black listed by any organization or Government for non-performance of contractual obligation.

3.10 The PP Woven fabrics with Laminated Block Bottom Bag Manufacturing Units, 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. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.

3.11 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. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.

3.12 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

3.13 The applicants have to deposit the registration fee of **Rs 5900** (Rs 5000+ 18% GST) along with the documents. The registration fee can be directly transferred to the Exchange bank account given below. The existing members (TCM, CP) of NeML who have renewed the membership for the year 2018-19 need not pay registration fee to NeML. However they have to submit the relevant documents again., Annexure 2 and Notarized Affidavit.

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

3.14 The application for registration and terms and condition with relevant Annexure can be downloaded from the website www.neml.in & www.apscsc.gov.in. Requests for forwarding applications through post / couriers will not be entertained.

3.15 The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML platform . Interested participants can also contact the Customer Service Group on below phone numbers **(022) 66473153/54** or Email: askus@neml.in

4. EVALUATION OF APPLICATION FOR REGISTRATION.

4.1. The completed applications along with relevant documents and fee / registration charges shall be submitted by 18.07.2019 5:00PM at the following addresses,

To :

**The Membership Department
NCDEX e Markets Ltd.,
101 & 101 T, First Floor, Ackruti Corporate Park,**

**LBS Marg, Kanjurmarg (West),
Mumbai- 400079
Phone:022-66473154/53**

4.2 In order to facilitate empanelment of suppliers and to encourage their participation, the applications received after above date i.e. 18.07.2019 will not be accepted for empanelment. However the registration for empanelment for the year 2019-20 shall be kept open throughout the year till further notice or till stocks last. The applications received after the due date will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted, if any. 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.

4.3. Those who have already registered as Commodity Participants/Members/ on NeML and who have renewed their membership for the current financial year need not separately register with NCDEX E Markets limited for this RFP. However they shall submit duly signed RFP document for having accepted the terms and conditions of the RFP to participate in the proposed e-auction.

5. SCHEDULING OF e-AUCTIONS.

5.1 Based on the requirements, APSCSCL through their Head Office will notify NeML to schedule auctions. Further such details will be posted on the web site of APSCSCL www.apscsc.gov.in. Neither the APSCSCL nor NeML will individually intimate to the registered suppliers regarding the e-auction schedule.

5.2. All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document.

5.3. Detailed e-auction schedule can be viewed and downloaded from www.apscsc.gov.in & www.NeML.in

6. QUALITY SPECIFICATIONS OF PP WOVEN FABRIC WITH BLOCK BOTTOM & BOPP LAMINATION.

Definitions

PP (Poly Propylene)	A synthetic resin which is a polymer of propylene, used chiefly for films, fibers, or molding materials.
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A. Technical Specifications

- a. The Corporation is very keen in accepting only good quality of Packing Bags strictly conforming to specification indicated in the **Appendix 1 -Technical Specifications for the Packing Bags**
- b. At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality check by authorized officer, APSCSCL at the delivery points. Samples will be drawn as per the usual procedure of the APSCSCL in the presence of suppliers or their authorized representative. One sample so drawn will also be given to the suppliers. In the event of supply of stocks not conforming to specifications as indicated in the Appendix 1, such stocks are liable for rejection. The sample so drawn will be sent to the Technical Team/ Cell based at the Corporation's registered address or any reputed analysis agency for quality analysis
- c. All risks of loss, damages or depreciation to goods shall be upon the supplier until the material is delivered at site in accordance with the provision of contract
- d. The Corporation, also reserves the right to undertake Quality Check through Independent and Reputed Analytical Agency, if found necessary at the cost of the successful Bidder whose stocks are under dispute.
- e. The detailed specifications are as follows:

S. No.	Parameter	PP Woven Fabric			PP Bag
		5 kg	10 kg	20 kg	50 kg
1	Height (Inch)	17.7	19.7	26.0	44
2	Breadth (Inch)	13.8	15.0	18.9	26
3	Patch Width – Bottom (Inch)	3.5	3.5	3.9	
4	Weight (gms)	40	55	70	90
5	PP Woven Fabric (GSM)	50	50	60	
6	Lamination (GSM)	20	20	20	
7	BOPP (Microns)	15	15	15	
8	MET BOPP (Microns)	18	18	18	

Note:

Bag Type – Top Open end Mouth, with Block Bottom

Color – Multicolored

Other specifications as mentioned above.

PP Woven Fabric should be of Rafia Grade from any of the below companies.

COMPANY	GRADE
RIL	HO30SG
IOCC	IO30RG
ONGC	RH03
HALDIA	R103
MRPL	HR003
HMEL	103RR

PP Lamination should be of Rafia Grade from any of the below companies.

COMPANY	GRADE
RIL	HO350FG
IOCL	I350YG

Note2: Along with the bags dispatch, raw materials purchase details need to be furnished in pre dispatch inspection and test report, Batch no and Invoice/Purchasing Order no.

Standard:

- Should have a valid ISO 9000:2001 or later Certification.

Delivery of Bags in Beal/ Lot:

S.no	Size of Bag	Number of bags in beal/Lot
1	5 Kg	500 Pieces/units
2	10 Kg	500 Pieces/units
3	20 Kg	400 Pieces/ units
4	50 Kg	300 pieces/units

7.ASSAYING

7.1.The samples furnished by the tenderer will be analyzed by technical team of APSCSCL/ Reputed Laboratory authorized by APSCSCL. The Corporation reserves the right to disqualify any tender, which is not in accordance with Technical bid i.e. “Specifications and Commercial Offer”.

7.2 The Supplier shall, on his own and at his cost, offer the stock of PP Woven fabric with Block Bottom & BOPP Lamination and PP bags from the identified batch marked before delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6. above, from any of the accredited laboratories.

7.3 APSCSCL may randomly collect the samples at the designated godown and get the samples tested in any of the accredited laboratories independently immediately from the day of delivery by the supplier. The quality of PP Woven fabric with Block Bottom & BOPP Lamination and PP bag will be evaluated based on specified quality parameters as detailed in Clause-6. 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 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 of the sample is as per the specifications, the APSCSC will bear the cost of assaying.

7.4 Consignment will be unloaded at the designated godown 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 PP Woven fabric with Block Bottom & BOPP Lamination and PP bags based on the assaying report submitted by the Supplier, Stocks will unloaded.

7.5 In case if the concerned officer of APSCSCL is not satisfied with the quality of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags supplied then he would arrange to draw samples and refer the same for testing and certification as per Clause. 6 above immediately after receipt of the goods.

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

8.1. The registered suppliers with NeML are eligible to participate in the electronic bid system i.e. e-auction with the issued USER ID and PASSWORD.

8.2. NeML in consultation with the APSCSCL will schedule the auctions for each month and such details viz. e-auction calendar will be published on the website of APSCSCL Ltd.

8.3. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX e Markets Ltd. However the registered suppliers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-auctions.

8.4. The registered suppliers need to deposit 2.295% (Two per cent) of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd accounts to participate in the e auctions as given below:

For the E-Auction by way of:

- RTGS/NEFT Transfer
- E-Payment (Electronic Mode)

8.5 The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX e Markets Ltd. The

amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

8.6 Only the EMD (Margin Money) of the lowest bidder would be blocked by NeML. The 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 to their registered Bank Account through electronic mode after receiving withdrawal request through CS Tracker mode (<http://cst.neml.in>).

8.7 In case, if any bid is received 2 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.

8.8 The bidders shall place their bids online on NCDEX e Markets Ltd Platform <http://market.neml.in> the online trading system made available by NeML as per the terms and conditions of the E-Auction.

8.9 The price quoted shall be per bag (piece) basis for entire quantity.

8.10 This would be a group auction and the bidder is should submit bids for all the size of bags 5 Kg, 10kg, 20Kg and 50Kg, The participant should quote total quantity in all size of bags. If Bidder quote single denomination/size respective bid will be treated as Invalid Bid .

8.10.1 In respect of Suppliers within the State of AP or outside the State of AP the price quoted shall be:

- a) Inclusive of all incidental expenditure, transaction charges, Custom duty, Excise duty, cess, Education cess, applicable GST if any, payable for delivery at desinated of AP.
- b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges , NCDEX e Markets Ltd transaction charges to designated godown apscscl & transit insurance till designated Godown of Corporation respect of the concerned district.

8.11 The Bids of all Bidders who have participated in the e-Auction must remain valid for maximum period of 7 (seven) working days from the date of auction.

8.12 The reducing tick size shall be Rs. 0.10(Naya Pisa)

8.13 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to the department by NCDEX e Markets Ltd. The Corporation 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 .APSCSCL reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

8.14 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 supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be final.

8.15 Any bid placed using the bidders 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. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.

8.16 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 Ltd Platform/Exchange Platform www.neml.in. In case if e-Auctions

cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NeML.

8.17 The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the Buyer (APSCSCL) to the successful bidder (here in after called the seller)along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

8.18. The successful bidder upon receipt of communication regarding acceptance of bid by NeML. Winner shall arrange EMD an amount equivalent to 10% (Ten per cent) of the value of the order as security deposit within 1 (one) working day by Directly to AP CIVIL SUPPLY Account.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC & MD APSCSCL	00000037270582042	SBIN0016857	MG ROAD,VIJAYAWADA

8.19. All the details of bids received in the e auction on NeML platform for packing materials of APSCSCL will be communicated to Authorized representative of APSCSCL.

8.20. The EMD of L1 will be transferred to APSCSCL after deducting 0.25% Transaction charges plus applicable GST on the transaction charges by NeML.

8.21. All the post auction process including terms of DELIVERY of material and payment will be communicated by APSCSCL to the L1 bidders after accepting the L1 prices

9. ORDER FOR SUPPLIES

9.1. The shortlisted 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.

9.2. 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 godown of APSCSCL.

Along with the bags dispatch, raw materials purchase details need to be furnished in pre dispatch inspection and test report, Batch no and Invoice/Purchasing Order no.

9.3. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation .Corporation at his sole discretion may place Supply orders/indents by FAX/LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of PP Woven fabric with Block Bottom & BOPP Lamination and PP bags are as per specifications prescribed and should be delivered within one week .at the APSCSCL Designated godowns in Andhra 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 one week also while issuing supply order .Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.

9.4. The suppliers are required to enter into an agreement on Rs100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL within 2 days. Deposit of SD (Security Deposit) should be with APSCSCL 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 sample of PP Woven fabric with Block Bottom & BOPP Lamination and PP bags at the time of entering into Agreement.

9.5. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.

9.6. 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.

9.7. Non-payment of security deposit (SD) 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. Non-acceptance of supply orders/ indents within one week the SD will amount to forfeiture of SD deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years

9.8 The tender floated for one month required quantity for POC, Extendable for one more month or The quantity as desired by the APSCSC and L1 Bidder should bind with L1 rate.

9.9. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit besides black listed.

9.10. 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 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 .

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

9.12 NeML is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.

9.13 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 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 15 below.

10. TERMS AND CONDITIONS OF DELIVERY.

10.1. The successful bidder shall have to supply the ordered quantity of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags as per the specifications prescribed within 01 week against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the APSCSC Ltd, Head Office , Vijayawada .

10.2 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.

10.3. 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

10.4. The successful suppliers should take adequate precautions to prevent damage or deterioration to PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags during storage/transportation. He should also insure the stock during transit at his cost.

10.5. The successful suppliers should deliver at his cost the PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags to the designated/storage place as per the supply order / indent issued by APSCSCL.

11. TERMS OF PAYMENT.

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the APSCSCL to the suppliers within 15 working days from date of submission of bills with relevant documents to the APSCSCL. As per the procedure stipulated the amount will be transferred to respective account of the suppliers by electronic fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.

11.2. 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.

11.3. The supplier shall submit the following documents giving delivery of the consignment to the respective Godowns of the Corporation.

- a) Commercial Invoice
- b) Assaying Report at the loading point from any of the NABL/ ILBL accredited laboratories as per the list notified. Please refer to Annexure -3 for the list
- c) Electronic Weighbridge Receipts at loading point and unloading point(if electronic weigh bridge facility is available at unloading point)

11.4. 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. Godown wise Truck-wise Details.(Truck No., Invoice No, Date and Quantity)
2. Invoices, Truck sheet, acknowledgments.
3. Quality Test report.
4. Any other relevant document issued by the District Officer.

12. PENALTY ON DEFAULT/EXTENSION TIME :

- 12.1 .The entire ordered quantity of **PP Woven fabric with Block Bottom & BOPP Lamination & PP Bags** should be supplied within the stipulated time. No extension of time will be granted for supply of **PP Woven fabric with Block Bottom & BOPP Lamination & PP Bags** beyond the specified date fixed. Penalty 2% of trade value will be deducted from the payments.
- 12.2. 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.
- 12.3. In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, APSCSC 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 supplier(s) and such 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 supplier(s).
- 12.4. The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of 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.
- 12.5 Not with standing anything contained in the terms and conditions of this tender the VC&MD, 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.

12.6 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 .

13. CANCELLATION OF AGREEMENT:-

- (1) 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.
- (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 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.

14. 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/ despatch separately within 48 hours of the happening thereof by email 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.

15. ARBITRATION:

Resolution of Disputes:

15.1 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 Chairman & Managing Director, APSCSC LTD., In case if disputes are not resolved then matter may be referred to Commissioner of Civil Supplies, APSCSC Ltd, Government of Andhra Pradesh who will be the appellate authority.

15.2 In case of any disputes still not resolved and which are relating to supply of PP Woven fabric with Block Bottom & BOPP Lamination and PP Bags including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.

15.3 Court situated in Vijayawada to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

16.INDEMNITY:

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

17. Jurisdiction

All Civil suits arising by this agreement should be subject to the jurisdiction of the City Civil Court, Vijayawada only

18. NeML disclaimer –

18.1 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 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.

18.2 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.

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 18 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

VC & MANAGING DIRECTOR

Annexure -

Required Quantity details

Sl.NO	District	5kg packets (Lakh)	10kg packets (Lakh)	20kg packets (Lakh)	50 kg PP bag	Total Packets (Lakh)
1	Srikakulam/ Nellore	5.0	4.2	3.8	1.4	14.4

ANNEXURE 1 - AFFIDAVIT

Rs. 100/- NON-JUDICIAL STAMP (Notarised)

Bid Ref. No: _____ , **Dt:** _____

SELF DECLARATION

Certified that _____ /the firm / company / partnership or any other firm / company in which the bidder is a partner / shareholder has not been blacklisted / debarred / delisted from participating in bids / contracts on the date of opening of the bid either in individual capacity of the proprietor or in any firm / centre in which the proprietor/s is / are partner either by the APSCSCL earlier or by any other undertaking of State or Central Government. The Firm will immediately inform to APSCSCL in case of any change in the situation any time here in after.

Further, I am authorized to sign the affidavit on behalf of M/s -----in my capacity as -----.

That the financial condition status of the firm is sound.

Above information is true to my knowledge and belief and is based on facts

(Signature with Seal of the Organization)

Name of the Authorized Signatory:

Name of the Bidding Organization:

Address of the Bidding Organization:

Date:

For VC & MANAGING DIRECTOR

Annexure-3
APPLICATION FOR ENROLMENT AS SUPPLIER OF PP Woven fabric with Block Bottom & BOPP Lamination and bags

1.Name of the Applicant	
2.Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Residential Address g) Residential Telephone No.	
3.Category of Business a) Manufacturer	
3.Factory Address (as applicable) a) Tel..... b) Fax.....	
4. Permanent Income Tax A/c No. (PAN No.. . .)	
5. a) TIN No. (VAT No.) & date. b) CST Reg No.& date.	
6.a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full Address c) Name & Address of Proprietor If Proprietor concern	
7. D.D. No. & Date or RTGS remittance details towards application/registration fee a) NCDEX E Markets Limited Rs 5000+ GST 18% (Rs 5900)	
8. Year of Establishment of the firm	
9. Annual Turnover (Rs.in Crore) a) 2017-18 b) 2018-19	
10.Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)	

I hereby agree to abide by terms & conditions stipulated for empanelment as Supplier of Poil. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:
Place:

Name & Signature of the Applicant
Address & Seal

ANNEXURE – 4

APPLICATION FORM FOR COMMODITY PARTICIPANTS OF NCDEX e-Markets Limited (NeML)

1. Name of Applicant:

2. Constitution:

- Individual
- Sole Proprietorship
- Partnership Firm
- Corporate – Pvt. Ltd.
- Corporate – Public Ltd – Listed
- Corporate – Public Ltd – Unlisted
- Co-Operative Society
- Govt Or Governmental Organisation
- Others – Please Specify

12. Date of Birth / Incorporation / Registration / Proposed:

If Corporate/Partnership: Yes / No

4. PAN No.: _____ Yes / No

GST No.: _____ Yes / No

13. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner (As per Form CP-2)

Name:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

6 (A). Name of Stock / Commodity exchange/s on which applicant is a Member.
(As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

6 (B). Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter / Partner is a Member. (As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

7. Authorized Signatory/ies Details

Name:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

8. Address of Registered Office:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

9. Address for Communication:

Address:

City	
PIN	
Tel No.	
Mob No.	
Fax No.	
Email Add.	
Contact Person's Name	
Designation	

10. Name & Address of the Bankers with facilities enjoyed, if any

A) Bank Name and Address:

B) Account No.:

C) Account No.:

NOTE: Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s.

11. Annual Turnover for Last 2 Years (In Lakh Rupees):

12. (A) Name & Address of APMC in which the member is registered:

(B) Registration No. & Date/ License No., Date & Type:

14. Names of Commodities in which Trading is done:

15. Whether any Godowns are owned by any Party:

Details of Godowns (No. of Godowns, Capacity, Location & Commodities Stored):

Declaration:

- I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.
- I/ we hereby state that the above-mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for Commodity Participant/ Auction membership or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership

Affix Passport
size photograph
of the Signatory

Affix Passport
size photograph
of the Signatory

Signed:
Name:
Designation:

Signed:
Name:
Designation:

Date:
Place:

Date:
Place:

ANNUXRE 5

(Bank Letter Head/ Tenderer Letter Head)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s..... represented by Proprietor is enjoying credit facilities with our branch From _____ onwards and the dealings are satisfactory. We hereby attest the Signature of the Proprietor is Mr/Ms.....

Account No :-
Bank Name :-
Account Type :-
Branch :-
IFSC Code :-

Signature
Mr/Ms
(Proprietor)

Bank Name
Signature & Seal

ANNEXURE-7

A List of APSCSCL Officials in Head Office

SLNO	Head Office	Mobile No
1	General Manager(PDS)	7702003501
2	Manager(PDS)	7702003506
3	Asst.Manager(PDS)	7702003520

B List of APSCSCL Officials in Various Districts.

SLNO	DISTRICT	District Manager Mobile Number
1	Srikakulam	7702003549
2	Vizianagaram	7702003551
3	Visakhapatnam	7702003550
4	East Godavari	7702003535
5	West Godavari	7702003552
6	Krishna	7702003540
7	Guntur	7702003536
8	Prakasam	7702003546
9	Nellore	7702003544
10	Ananthapur	7702003532
11	Chittoor	7702003533
12	Kadapa	7702003534
13	Kurnool	7702003541

