

**TELANGANA STATE CIVIL SUPPLIES CORPORATION LIMITED**  
(A State Government Undertaking)

**REQUEST FOR PROPOSAL**

**Empanelment of suppliers for supply of ISS Grade S-30/S-31 Cane Sugar 1017.000**  
**MTs for 3 Months in 50 KG Polythene Bags under Public Distribution Scheme of**  
**Government of Telangana through NMPL.**

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**TELANGANA STATE CIVIL SUPPLIES CORPORATION  
LIMITED (A STATE GOVT. UNDERTAKING)**

**INDEX**

<b>S.No.</b>	<b>Details</b>	<b>Sections</b>
1	Scope of work	1.1 to 1.7
2	Eligibility/Prequalification conditions	2.1 to 2.8
3	Documents to be furnished along with application for registration	3.1 to 3.13
4	Evaluation of application for registration	4.1 to 4.3
5	Scheduling of e-auctions	5.1 to 5.3
6	Quality parameters	6.1 to 6.6
7	Assaying	7.1 to 7.6
8	Process of electronic auction system on NCML MktYard Pvt. Ltd. Auction Platform	8.1 to 8.20
9	Order for Supply	9.1 to 9.12
10	Terms and conditions of delivery	10.1 to 10.7
11	Terms of Payment	11.1 to 11.4
12	Penalty Clause	12
13	Cancellation of Agreement	13
14	Force Majeure	14
15	Arbitration	15
16	Estimated quantity of ISS GradeS-30/S-31Cane Sugar	Annexure-1
17	Application for enrolment	Annexure-2
18	NCML MktYard Pvt Ltd registration form	Annexure-3
19	List of MLS Points in various districts of Telangana State	Annexure -4
20	Contact details of TSCSCL Officials at Head Office and Districts.	Annexure-5

**Empanelment of suppliers for supply of ISS Grade S-30/S-31 Cane Sugar under Public Distribution Scheme of Government of Telangana**

The TSCSCL has invited applications from the eligible Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors for enrolment as registered suppliers for supply of ISS Grade S-30/S-31 Cane Sugar. The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of ISS Grade S -30/S-31 Cane Sugar is detailed below: -

TSCSCL shall follow e-procurement mode and has entrusted the same to NCML MktYard Pvt. Ltd. (NMPL) for conducting electronic auction system for procurement of ISS Grade S-30/S-31 Cane Sugar from registered suppliers.

**1. SCOPE OF WORK:**

The TSCSCL Ltd being the appointed agency for procurement of Refined and/or Cane Sugar by Government of Telangana proposes to procure the ISS Grade S-30/S-31 Cane Sugar for the year 2017-18 from the Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors through e-procurement process.

**The requirement of ISS Grade, S-30/S-31 Cane Sugar for three months i.e. November, December and January, 2020 is approximately 1017.000 MTs for 3 months. (Auction will be held District-wise), which should be supplied to the MLS points of the TSCSCL in all the Districts of the Telangana State. The list of MLS points and the approximate District wise quantities of the ISS Grade, S- 30/S-31 Cane Sugar required for Regular allotment for November, December and January, 2020, may be seen in Annexure-1. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the department from time to time.**

The ISS Grade, S-30/S-31 Cane Sugar will be procured from the registered Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors as per the eligibility criteria mentioned in Section-2.

In order to facilitate Sugar Manufacturers/ Private/ Cooperative Sugar Mills/ Bulk Suppliers/ Traders/ Processors to participate in e-procurement process, registration with NCML MktYard Pvt. Ltd. is mandatory. The procedure for registration with NMPL is detailed in Annexure-3.

The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7.

After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by TSCSC Ltd to the suppliers at the earliest from date of submission of bills as per the procedure stipulated in Section-11 through NMPL platform to the respective account of the suppliers by electronic fund transfer.

1.7 The procedure for enrolment and registration of suppliers, terms and conditions of supply of cane sugar is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website <http://tscscl.telangana.gov.in> for the information of participants.

## **2. ELIGIBILITY /PREQUALIFICATION CONDITIONS.**

Persons having own / leased Sugar manufacturing unit are eligible to apply for registration as registered suppliers. The bulk traders/processors/suppliers who are dealing in Sugar are also eligible to apply for registration subject to fulfilling certain criteria specified below.

The Sugar Manufacturing Unit/s should be owned or leased by the registered supplier. In respect of Sugar Manufacturing Units which are leased, the lease agreement should be legally registered with the competent authority.

The Traders/processors/Suppliers should have valid trade license, import license (If applicable), GST, VAT/CST registration (If applicable) issued by concerned authorities. They should be in operation for past two years.

The bidders should have adequate secured storage facility to store minimum 200 Metric Tons of ISS Grade S-30/S-31 Cane Sugar.

The Sugar Manufacturing Units should have proper valid license by the concerned authority for manufacturing/processing and storing of Sugar. In respect of Traders relevant storage license if any, shall apply.

The Sugar Manufacturing Units should have been in operation for at least past three years. They should possess valid Central Excise, GST, VAT and State / Central Sales Tax registration issued by concerned authorities.

The firm/applicant should not have been Blacklisted / convicted for any offences or violation of any State or Central act such as essential commodities act etc. or any criminal offence under IPC.

The Annual Turnover should not be less than 15 crores per annum during the last 3 years on Sugar or any other commodity.

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

The Sugar Manufacturing Units should have proper valid license by the concerned authority for manufacturing/processing and storing of Sugar- Copy of which will have to be furnished. In respect of Traders/Brokers and processors a valid trading license as may be applicable for trading in Sugar/Food grains, a copy of which may be submitted.

Attested copy of audited balance Sheet and profit / loss account for past 3 years duly certified by Chartered Accountant if it is a own manufacturing unit. In case of a leased unit, the above documents of both the entities i.e. lessor and lessee will have to be furnished. In respect of Traders and Processors attested copy of balance Sheet and profit / loss account for past 3 years duly certified by Chartered Accountant shall be submitted.

Applicants shall submit attested copy of the Income Tax returns of last 3 years with a copy of a PAN card attested by authorized signatory.

Attested copy of Certificate of registration under Excise, GST, VAT, State / Central Sales Tax Act, Service Tax Act as applicable.

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

Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

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

In case of partnership firm or Co-operative or Corporate, the Sugar Manufacturing Units, Trading firms and processing units should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of partnership firms, the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Cooperative / corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.

In case of supplier who has entered in to lease agreement with the Sugar Manufacturing Units the copy of the legally registered lease agreement duly certified by the Chartered Accountant shall be enclosed.

The Sugar Manufacturing Units, Trading firms 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.

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.

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

The new applicants have to register with NMPL.

The application for registration and terms and condition with relevant Annexure can be downloaded from the website <http://tscscl.telangana.gov.in>. Requests for forwarding applications through post / couriers will not be entertained.

The interested applicants may also visit website [www.mktyard.com](http://www.mktyard.com) for any relevant information regarding enrolment.

#### **4. EVALUATION OF APPLICATION FOR REGISTRATION:**

4.1. Duly filled application form along with relevant documents should reach on or before \_\_\_\_\_

Applications received after 5:00 PM of \_\_\_\_\_ shall also be scrutinized and these applications which have been approved will be eligible to participate in subsequent auctions.

All the required document's (Self Attested) hard copies need to be sent to below address

To  
Operations Department, (TSCSCL Sugar Auction)  
NMPL, NCML MktYard Pvt. Ltd.  
IFFCO Tower-1, Wing –B, 5<sup>th</sup> Floor  
Sector-29, Gurgaon, Haryana, 122001.

4.2 Eligible suppliers will be issued with User ID and Password by NMPL after evaluating the documents.

4.3. Such registered suppliers are eligible to participate on electronic bidding system (e- auction) for sugar conducted by NCML MktYard Pvt. Ltd. as and when scheduled.

#### **5. SCHEDULING OF E-AUCTIONS:**

Based on the requirements, TSCSCL through their Head Office will notify NMPL to schedule auctions on periodic basis. Further such details will be posted on the web site of

TSCSCL <http://tscscl.telangana.gov.in>. Neither the TSCSCL nor NMPL will individually intimate to the registered suppliers regarding the e-auction schedule.

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

Detailed e-auction schedule can be viewed and downloaded from Telangana State Civil Supplies website <https://tscscl.gov.in/> or from NCML MktYard Pvt. Ltd. website [www.mktyard.com](http://www.mktyard.com).

#### **6. QUALITY PARAMETERS:**

The quality parameters for ISS Grade S-30/S-31, Cane Sugar are detailed below for the reference of all eligible suppliers. TSCSCL has the right to alter the parameters at its own discretion before notifying the e-auction schedule.

Sugar of the current year production should be of white crystalline product extracted from unfermented and undecayed sugar cane by Sulphitation process, free from any foreign matter, coloring agent, taste and odor and have the sweet taste characteristic of white sugar whether dry or in solution, it should be sparkling white in color, free flowing and free from dirt and other extraneous contamination for human consumption and specifications as detailed below:

S No.	Specifications	ISS GRADE SUGAR S-30/31
1	ICUMSA	Maximum of 150 ICUMSA as determined by ICUMSA GS9/1/2/3-8, prescribed in Sugar analysis ICUMSA Methods book
2	Polarisation	99.80 % Min
3	Grade	Sugar (S-30/31)
4	Moisture	0.08 % Max
5	Ash Content	0.04 % Max
6	Solubility	100 % Dry and free flowing
7	Granulation	Fine/Crystal
8	Colour	Sparkling and crystal white
9	Iron Fillings	Nil



10	Sediments	None
11	Smell	Free of any smell
12	Radiation	Normal without Presence of CESIUM or IODINE. Certified Phyto sanitary of no radiation, no virus, no inset parts, Husks, No Poisonous matter and non-genetic and it Suitable for Human Consumption
13	Crop	2018-19 seasons Crop

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

The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2011 and Indian Standard Specification no: IS 5982: 2003 and BIS Standard IS 498: 2003 or any other connected rules with regards to adulteration and the Refined sugar standards.

Suppliers shall be liable for any action or consequences that may arise due to non- adherence to quality parameters.

Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned suppliers shall be held solely responsible of any losses/damages to the events arising out of such supplies under the scheme.

6.6 Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency accredited by State Food Laboratory. The batch wise assaying report shall be submitted to the TSCSCL. The Tentative list of accredited labs from whom the Assaying report has to be obtained is as detailed in Annexure 4.

## **7. ASSAYING:**

The Supplier shall, on his own and at his cost, offer the stock of Sugar from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6.2 above, from any of the State accredited food

testing laboratories. The stocks which qualify the parameters as per Clause-6.2 above shall only be supplied. Each and every consignment shall accompany such Assaying Certificate issued by State Food Laboratory accredited food testing laboratory.

TSCSCL may randomly collect the samples at the depots and get the samples tested in any of the State accredited laboratories independently within 10 days from the day of delivery by the supplier. The quality of ISS Grade S-30/S-31, Cane Sugar will be evaluated based on specified quality parameters as detailed in section-6.2. The results of such testing will be final and binding on the suppliers. The stocks which fail the test have to be taken back and replaced by new stock by the Supplier at his own cost within one week from the date of intimation by the respective District Manager of TSCSCL. Suppliers may note that the cost of assaying will be borne by them if the sample fails in the test and such costs will be deducted while making the payment for supplies made. However, if the test results show the sample is as per the specifications, the TSCSCL will bear the cost of assaying.

7.2(a) Once the contract is assigned to successful bidders, supplier has to identify the stack that they will be supplying to TSCSCL. Assaying team would draw 2 samples from identified stack and will seal the stack. Commgrade team will conduct quality test of the collected samples and submit the report to TSCSCL. In case if the quality is not as required then the supplier has to provide other stack that meets the quality requirement and same process is followed. Repeat testing charges as applicable shall be borne by the supplier.

(b) At the time of loading Commgrade representative will be present at the loading point to ensure sugar is loading from the identified stack only. Also, Commgrade team will draw 4 samples at the time of loading of which one sample will be kept with Commgrade team as reserve sample and remaining three samples will be sent to TSCSCL.

The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan and assaying report from the State accredited laboratories, shall be handed over to concerned officer of the TSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected and will not be in-warded by the concerned officer.

Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of TSCSCL will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Supplier, the concerned officer directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

In case if the concerned officer of TSCSCL is not satisfied with the quality of Sugar supplied then he would arrange to draw samples in the presence of the supplier (representative if present) and forward the same for testing and certification as per Clause 7.2 above within 10 days of receipt of the goods.

After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice / delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the concerned officer of TSCSCL Ltd.

In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Depot Manager shall record the gross weight of the bags on weighing scale on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

#### **8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NMPL PLATFORM:**

The registered suppliers with NMPL User ID and password are eligible to participate in the electronic bid system i.e. e-auction.

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

The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NMPL. However, the registered suppliers may contact, TSCSCL office located at Hyderabad for obtaining details of schedule of e-auctions.

The registered suppliers need to deposit 2% (Two percent) of the value of goods as EMD (margin money) in the dedicated Escrow Account provided by NMPL by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e- Auction which they propose to participate.

The bidders shall be allowed by NMPL to bid only if the requisite EMD amount is available in the client's unique margin virtual Account with NMPL. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

Only the EMD (Margin Money) of the lowest bidder would be blocked by NMPL. 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 NMPL on the withdrawal request made by the bidder latest by one day from the day of close of E-Auction.

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 schedule auction closing time. There shall be maximum 3 such extensions.

The bidders shall place their bids online on NMPL Platform <https://mktyard.com> the online trading system made available by NMPL as per the terms and conditions of the E- Auction.

Price to be quoted in delivered weight and quality basis, as per the quality specified for a particular month. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lot.

The price quoted shall be per 100 Kilograms (Quintal) basis for entire quantity.

**8.10.1 In respect of Suppliers, the price quoted shall be:**

- a) Inclusive of all incidental expenditure, transaction charges, Custom duty, Excise duty, cess, Education cess, and exclusive of GST, applicable taxes/CST/VAT if any, payable for delivery at MLS points in the district of Telangana.
- b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges, NMPL transaction charges to wholesale points of MLS points in the district of Telangana & transit insurance till MLS points of Corporation respect of the concerned district.

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.

The reducing tick size shall be Rs.1. (Rupees one only)

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 TSCSCL by NCML MktYard Pvt. Ltd. The TSCSCL after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). If the TSCSCL does not satisfy with rates communicated by NMPL, the lowest rates quoted (L1) bidders may be called for negotiations at TSCSCL, Head Office. The rates once approved by the TSCSCL **will be** declared as successful bidder and the same will be communicated by e-mail to the NMPL. TSCSCL reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

The final results of the e-Auction/Negotiations conducted as approved by TSCSCL 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, TSCSCL in this regard will be final.

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 NMPL, 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.

TSCSCL&NCML MktYard Pvt. 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 NMPL/e-auction Platform <https://mktyard.com>. 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 TSCSCL.

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 (TSCSCL) to the successful bidder (herein after called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

The successful bidders will be charged transaction charges of *0.25% of the traded value and applicable GST* by NMPL and such amount will be deducted while settling the payment to the suppliers. All the registered suppliers who wish to participate on the e-auction shall comply with terms and conditions of e-auction.

The successful bidder upon receipt of communication regarding acceptance of bid by NCML MktYard Pvt. Ltd. shall arrange to transfer an amount equivalent to 3% (Three per cent) of the value of the order as security deposit within 2 (Two) working day by way of electronic fund transfer to the dedicated Escrow Account provided by NMPL

## **9. ORDER FOR SUPPLIES:**

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

The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated MLS Points spread across the concerned district.

Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation. Corporation at its sole discretion may place Supply orders/indents by FAX/LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of ISS Grade S-30/S-31, Cane Sugar to the designated MLS Points. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of sugar as per specifications prescribed should be delivered within 7 days at the TSCSCLMLS Points of the concerned district of Telangana 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 TSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to 7 days also while issuing supply order. Hence the delivery schedule fixed by the TSCSCL should be kept up at any cost.

The suppliers are required to enter an agreement on Rs100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the TSCSCL within 3 days. Deposit of SD (Security Deposit) should be done in to NMPL account. Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish (3) ½ Kg Sugar samples at the time of entering Agreement.

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

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.

Non-acceptance of supply order / indents within 3 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.

Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).

At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender.

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.

NMPL 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 NMPL shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction

NMPL 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 NMPL 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 Sugar as per the specifications prescribed within 7 days against the supply order issued by the Corporation. Supplier shall obtain the details of quantity from the TSCSC Ltd Head Office, Hyderabad.



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.

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

The successful suppliers should take adequate precautions to prevent damage or deterioration to ISS GRADE S-30/S-31 Cane Sugar during storage/transportation. He should also insure the stock during transit at his cost.

The successful suppliers should deliver at his cost the ISS GRADE S-30/S-31 Cane Sugar to the designated MLS Points/storage place as per the supply order/indent issued by TSCSCL.

The successful supplier should pack the Sugar to be delivered in 50 Kgs net basis in new (PP) Polypropylene bags and all the bags shall be machine stitched.

All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations thereunder, must be mentioned on each Polypropylene Bag e.g. Name and Full address of Sugar Manufacturer / Co- Operative Mill / Packer, Name of the commodity, gross weight, net weight, Grade of sugar, month & year of packing of the commodity.

The corporation has all the rights to modify the required quantity at each MLS point or District before/during/after the auction. The quantity required may vary by +/- 15 %.

The Supplier shall generate the necessary e-way bills at the time of movement and shall be responsible for any problems that may arise in that regard. Since the transportation is the responsibility of the supplier. The Corporation has no responsibility in this respect.

#### **11. TERMS OF PAYMENT:**

After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the TSCSCL to the suppliers at the earliest from date of submission of bills with relevant documents to the TSCSCL. As per the procedure 17

stipulated the amount will be transferred to respective account of the suppliers. Advance amount shall not be released to the supplier in middle of supplies made during the contract period.

The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent. The standard net weight of Sugar in bag is 50 Kg.

The supplier shall submit the following documents giving delivery of the consignment to the respective MLS points of the Corporation.

- a) Commercial Invoice
- b) Assaying Report at the loading point from any of the State accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India.
- c) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)

The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by NMPL on receipt of communication from TSCSCL office. The following documents should be submitted at the Corporation for processing of payment:

1. MLS Point Wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity)
2. Invoices.
3. Any other relevant document issued by the District Officer.

#### **12. PENALTY ON DEFAULT/EXTENSION TIME:**

The entire ordered quantity of **Cane-sugar** should be supplied within the stipulated time. No extension of time will be granted for supply of **Cane Sugar** beyond the specified date fixed.

But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the Purchase Committee subject to the following conditions:

- A) A penalty of Rs. 50/- (Rupees fifty only) will be imposed per MT per day subject to maximum of Rs.500/- per MT per day for the quantity of Cane Sugar supplied after the due date fixed in the supply order.
- B) 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.
- C) In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, TSCSCL 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).
- D) In the event of failure by the successful L1, tenderer(s) the Corporation is at liberty and also reserves the right to purchase the ordered quantity by calling tenders or open Market or has the discretion to re auction the desired quantity through NMPL to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful L1 tenderer(s). If the rate is cheaper the benefit will not accrue to the supplier.
- E) 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, TSCSCL 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.

- F) Not with standing anything contained in the terms and conditions of this tender the VC&MD, TSCSCL 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.
- G) 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 TSCSCL.

### **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/ dispatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

#### **15. ARBITRATION:**

##### Resolution of Disputes:

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

In case of any disputes still not resolved and which are relating to supply of Sugar including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Telangana, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Hyderabad 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.

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

NMPL shall not be responsible for any dispute arising between the buyer and seller relating to or arising out the above-mentioned RFP or anything related thereto. Both Buyer and Seller agree and acknowledge that NMPL 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 NMPL gross negligence or willful misconduct. NMPL is merely providing electronic trading platform for the purpose of facilitation of trade and both the buyer and the seller agree and accept to indemnify

and keep NMPL indemnified from all the claims, losses or expenses that NMPL may incur/suffer as a result of NMPL being a party to any dispute between buyer and seller.

**16. CORRUPT PRACTICES:**

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

**17. 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.

**18. JURISDICTION:**

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

We agree to the above terms and conditions detailed in this tender S. No. 1 to 18.

Signature of the applicant

Date:

Name:

Place:

Seal:



VC & MANAGING DIRECTOR

23/10



(2/2)

ANNEXURE-1

Estimated Requirement of ISS Grade S-30/S31 Cane Sugar

(Qty in MTs)

S No	District	Three Months Requirement
1	Kothagudem	44.000
2	Hyderabad	122.000
3	Jagityal	35.000
4	Janagoan	20.000
5	Jayashankar	26.000
6	Gadwal	15.000
7	Kamareddy	21.000
8	Karimnagar	38.000
9	Khammam	52.000
10	Asifabad	23.000
11	Mahabubabad	10.000
12	Mahabubnagar	15.000
13	Mancherial	20.000
14	Medak	4.000
15	Medchal	44.000
16	Nagarkurnool	42.000
17	Nalgonda	63.000
18	Nirmal	20.000
19	Siricilla	32.000
20	Sangareddy	40.000
21	Rangareddy	45.000
22	Siddipet	41.000
23	Suryapet	41.000
24	Vikarabad	60.000
25	Wanaparthy	10.000
26	Warangal(R)	26.000
27	Warangal(U)	30.000
28	Yadadri	35.000
29	Mulugu	23.000
30	Narayanpet	20.000
	<b>Total</b>	<b>1017.000</b>

**ANNEXURE-2**

**APPLICATION FOR ENROLMENT AS SUPPLIER OF ISS GRADE S-30/S-31 CANE SUGARTO  
TSCSCLFOR REGULAR ALLOTMENTFOR THE MONTH OF November to January 2019**

*(NOTE: Form should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory)*

1	Name of the Company	
2	Registered Address	
3	Address of the Head Office	
4	Phone No./Fax/e-mail ID	
5	Communication Address with contact details.	
6	Whether proprietary firm or partnership firm or limited company or Co-Operative Society. In case the partnership firm, the partnership deed along with, in case of firm or a company, MOA of company and the name & address of the proprietor / partner / Managing Director.	
7	Previous experience in the manufacturing/trading/ marketing of agriculture product/ agriculture commodities/sugar (Please enclose attested copies of experience certificate / copy of supply / work orders etc.).	
8	Turn-over (manufacturing / trading / marketing of sugar/ agriculture product/ agriculture commodities during the last two financial years - minimum turn over should not be less than Rs. 5 crore in a financial year for last two financial years) duly certified by the Chartered Accountant:	
9	Current trade license details issued by the competent authority.	
10	Details of Country and source of ISS Grade-S-30, S-31 Sugar	
11	PAN given by the IT Department (copy to be enclosed).	
12	TIN No. under Sales Tax/CST Act renewed upto date. TIN No. of the State concerned where the bidder is having registered Mill / Place of Operation of Trade / Business.	



13	Registration Certificate with Central Excise Department. In case of Traders/Bulk Suppliers sourcing their Sugar within the Country, the registration certificate of their Principal Sugar Mill shall be attached.	
14	Copy of the Registration Certificate if it is firm / Ltd. Company / Society.	
15	Affidavit duly notarized to the effect that the applicant or any of the partners or company were never black-listed or convicted by court of law.	
16	Import license issued by competent authority.	

**I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier of Refined and/or Cane Sugar. The duly signed terms and conditions of RFP document for supply of Refined and/or Cane Sugar is enclosed to this application along with relevant documents.**

Date:

Name & Signature of the Supplier

Place:

Address & Seal

