

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

REQUEST FOR PROPOSAL

**Appointment of buyers for purchase of 1474 MTS.
Damaged,Discoloured Paddy through Agri Bazaar e- Auction
platform.**



Regd. Office: 10-152/1, Sri Sai Towers, Ashoknagar, Bandar Road, Kannur,
Vijayawada – 520007 Web site: www.apscsc.gov.in

Auction Contract Note

The Andhra Pradesh State Civil Supplies Corporation Limited (APSCSCL) invites bids from interested buyers of **Damaged,Discoloured Paddy** through e-auctions conducted on agribazaar platform as per the terms and conditions prescribed hereunder. The terms & conditions of the e-auctions may be downloaded from agribazaar's website www.agribazaar.com as well as from APSCSCL's website www.apscsc.gov.in. APSCSCL reserves its right to accept or reject any or all the bids without assigning any reason thereof.

CONTRACT SPECIFICATION

Commodity	Damaged,Discoloured Paddy
Stock Quantity (MT)	1474 MTs (Approximately)
Stock Location	As per Annexure-1
Trading Unit	'MT' as specified in the auction listing.
Price Quote	Rs. per Quintal (exclusive of Goods and Services Tax ("GST") or any other taxes).
Quantity Variation	± 5% of listed quantity.
Auction Type	Single Round (English Auction)
Tick Size	Re. 1
Reserve Price	___ Nil ___ per quintal
Auction Date Time	Date – 15-03.2019 Time – Schedule as per Annexure -2 The auction will be open for 15 minutes, if any bid is received 3 minutes prior to scheduled e-auction closing then auction duration will be extended by 5 minutes. There will be maximum three such extensions.
Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> • 2% of the trade value (bid price*bid quantity). Participants must submit the EMD through their agribazaar Unique Account No. (UAN) • EMD of the successful bidder will be blocked and that of the unsuccessful bidders shall be immediately returned to their agribazaar UAN
Trade value	<ul style="list-style-type: none"> • 100% of the Trade Value to be deposited within 2 working days of award letter communication
Bidding Rules	<ul style="list-style-type: none"> • Buyer can quote for any quantity up to maximum auctioned quantity. • Buyers can revise their bids upwards and only latest bid will be considered. • The auction runs on Price Quantity Time priority (PQT). • No cancellation of bids shall be allowed during the auction session. • Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted.
Bid Validity	Bids of successful bidder must remain valid for a period of 7 working days from the date of auction

Award of auction contract	Upon receipt of approval from APSCSCL, agribazaar will intimate all the successful bidders about the award of auction contract through email or phone
Gross/Net wt. basis	Price Quote is on Gross basis
Packaging	40 Kgs. packed
Trade Value	Commodity Value [Stock Quantity * Winning Bid] + GST/Other taxes (if applicable)
agribazaar Service Fee	Successful Bidder will be charged Service fee @ 0.25% of trade value+ GST (18% or as specified by the Government)
Payment to Agri bazaar	Payment of EMD shall be done through the agribazaar Unique Account Number (UAN) Payee Name – Star Agribazaar Technology Limited Account No (Unique to each User) – ZAGBZRXXXXXXXXXXXXX Bank – IndusInd Bank IFSC – INDB0000018 Bank Branch – Andheri, Mumbai
Payment to APSCSCL	The successful bidder upon receipt of communication regarding acceptance of bid by Agribazaar shall arrange Total Trade Value directly to AP STATE CIVIL SUPPLIES CORPORATION Account through UAN of the successful bidder. Bank Name: SBI Bank Account Name: VC & MD APSCSCL Account Number: 00000037270582042 IFSC Code: SBIN0016857 Branch Name: MG ROAD,VIJAYAWADA
Quality Parameters and variation	<ul style="list-style-type: none"> • Damaged,Discoloured Paddy Stocks will be sold on “As is where is basis” at the location mentioned above as “Stock Location” • The interested buyers, if they desire, may visit the warehouse for inspection of Damaged,Discoloured Paddy with prior intimation to APSCSCL before participating in e-auction • The Buyers shall be solely responsible for inspecting the stocks at their sole discretion before participating in e-auction. • No dispute will be entertained regarding quality of stocks after completion of auction.
Payment terms	<ul style="list-style-type: none"> • Upon completion of the auction, Buyer will have to pay the trade value amount to above mentioned APSCSCL account for the awarded stock, as per above mentioned timelines. The payment will include the following: <ol style="list-style-type: none"> 1. Stock Quantity* Winning Bid 2. GST and any other tax to be deposited by the Buyer, if applicable 3. Charges for any other services availed. • Agribazaar Service Fee to Agri Bazaar account. • Buyer will be responsible for all the charges of weighment, loading, transportation and other expenses, if any. • After successful completion of lifting, the EMD (without interest) of the successful bidders will be returned to their UAN.
Delivery Condition	<ul style="list-style-type: none"> • Ex warehouse delivery from stock location • Any rejection and segregation by Buyer at the time of delivery will not be considered. • Buyer will be responsible for all the charges at the Storage Point

	<p>including weighment, loading, other expenses, if any and transportation thereon.</p> <ul style="list-style-type: none"> • Delivery of the stocks would be made in presence of APSCSCL representative during the working hours only, on 100 percent weighment basis at weighbridges/weighing scale as stipulated by APSCSCL and the same shall be considered as final. Any shortage/variation in weight at a later stage/in buyer’s godown shall not be considered. • Buyer must lift the complete auctioned quantity within (5) working days from the date of issue of release order. • In case the Buyer fails to lift the stock within the stipulated timeline (as mentioned above), then upon the consent of APSCSCL the Buyer could be given an extension period of 5 working days to complete the lifting of traded quantity. Buyer shall be charged warehouse rent for such extended period. • In case the Buyer fails to lift the stock even after the extended Delivery Period, then the contract shall stand cancelled, EMD of the buyer shall be forfeited and APSCSCL shall have the right to dispose-off the goods at the sole risk and cost of the buyer, and recover the differential amount, if any, from the buyer from the cost deposited by the buyer.
Transfer of title	<ul style="list-style-type: none"> • The beneficial title and ownership of Commodities, along with risk of loss and damage, pursuant to this Contract Note shall pass from the Seller to the Buyer at the exact time, place and moment specified herein below. Time: <i>Once the Delivery Order has been issued by APSCSCL in the name of the Buyer</i> Place: <i>Stock location (as mentioned in table above)</i>
Defaults	<ul style="list-style-type: none"> • In case the successful bidder fails to make the payment for awarded stock or fails to lift the stock within stipulated time then the EMD of the Buyer will be forfeited. • However, non-payment of trade proceeds by successful bidder due to certain unavoidable circumstances within delivery period, an extension of 5 bank working days shall be granted on specific request to APSCSCL in writing from the buyer and with additional charge of 5% on the trade value shall be charged by APSCSCL. In case of non – receipt of payment even after expiry of extended period of 5 bank working days beyond the original delivery period, APSCSCL and agribazaar reserves the right to treat the transaction as cancelled.
Force Majeure	<ul style="list-style-type: none"> • Should any of the force majeure circumstances, namely, act of God, natural calamity, fire, change in law or government policy, (excluding any stock limits), strikes or lockouts by workmen, war, military operations of any nature or blockades, prevent the Seller or the Buyer from wholly or partially carrying out their contractual obligations under this Contract Note, the period stipulated for the performance of this Contract Note shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than 15 Working Days, this Contract Note shall stand annulled and no penalty will be levied on either the Buyer or the Seller for non-performance of their obligations under this Contract Note.

<p>Arbitration</p>	<ul style="list-style-type: none"> • If any dispute, controversy or claim arises out of or in connection with this Contract Note, including any question regarding its existence, validity or termination arising out of or in connection with this Contract Note (a “Dispute”), the Parties shall use all reasonable endeavours to resolve the matter amicably. If one (1) Party gives another Party notice that a Dispute has arisen, and the Parties are unable to resolve the Dispute within fifteen (15) Working Days of service of the notice then the Dispute shall be referred to the senior executive officers of each of the Parties who shall attempt to resolve the Dispute. No Party shall resort to arbitration against the other Party under this Contract Note until fifteen (15) Working Days after such referral to a senior executive officer. • All Disputes, which are unresolved pursuant to the preceding clause and which a Party wishes to have resolved, shall be referred upon the application of any Party to and finally settled in accordance with the rules of Arbitration and Conciliation Act 1996 (as amended up to date) or any statutory amendments/modifications thereof for the time being in force at the date of this contract note (“Rules”). • The proceedings of the arbitration shall be in Vijayawada. The language of this arbitration shall be English. The courts in Vijayawada shall have exclusive jurisdiction. • The arbitrators shall have the power to grant any legal or equitable remedy or relief available under Law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction. • During the course of any arbitration under this clause except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Contract Note.
<p>General Terms and Conditions</p>	<p><u>Eligibility:</u> Bidders must be a legal entity having all the required licenses and regulatory approvals required to participate in the Auction</p>
<p>Acceptance of terms and conditions</p>	<ul style="list-style-type: none"> • By submitting the EMD, the bidders confirm that they have read and agree to all the terms and conditions mentioned in this contract as well as the T&C’s provided by APSCSCL on its website along with all the corrigendum / addendum, if any, thereof. • By submitting bids through its registered mobile number, the bidder is deemed to be accepted all the terms and conditions of the auction contract note.

VC & MANAGING DIRECTOR

Annexure -1

S No	District	Quantity in MTs	Location
1	Krishna	1474	AMC-Pedana

Annexure - 2

APSCSC Ltd E-auction Schedule on 15.03.2019 through Agribazaar			
S No	Location / District	Quantity in MTs	Auction Time
1	AMC –Pedana/Krishna	1474	04:00 - 04:15 PM

For Registration in



Bhimarao Baddela – 96533 72683 – bhimarao.baddela@agribazaar.com