



**A.P.COOPERATIVE OILSEEDS GROWERS' FEDERATION LTD.,**  
**3rd Floor, C-Block, BRKR Bhavan, Tank Bund Road, Hyderabad-500063**  
**Ph.No./ Fax No.23220360, Email [apoilfedbrkr@gmail.com](mailto:apoilfedbrkr@gmail.com)**

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Lr.No: No. P&I/KH- 2016/GN POD:e-auction/3468/2016

Dated.27.09.2016

**TENDER FOR DISPOSAL OF UNSOLD GROUNDNUT SEED POD**

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TIME & DATE OF SUBMISSION : ON OR BEFORE  
**2:30 pm on 04.10.2016**

TIME & DATE OF OPEN AUCTION  
AND OPENING OF TENDER : **3.00 pm on 04.10.2016**

PLACE OF SUBMISSION OF  
TENDER QUOTATIONS : **A.P.COOP.OILSEEDS GROWERS'  
FEDERATION LTD.  
3rd Floor, C- Block, BRKR Bhavan,  
Tank Bund Road, HYDERABAD-500 063.**

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TENDER SCHEDULES ISSUED TO:

M/s.....

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For APOILFED

Sd/--  
V C & Managing Director

**Encl: a) Tender schedule & Terms and Conditions.**

Manager (P&I)

Sign & Seal of the Applicant



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Dated.27.09.2016

**TENDER FOR DISPOSAL OF UNSOLD GROUNDNUT SEED POD**

TIME & DATE OF CLOSING : **2.30 pm on 04.10.2016**

TIME & DATE OF OPEN AUCTION  
AND OPENING OF TENDER : **3.00 pm on 04.10.2016**

1. EMD Particulars : D.D. No. Dt.

Bank:

Amount:

2. Name of the Firm with :  
Address for  
correspondence.

3. Mobile No. / Phone No.  
& Fax No. :

4. Location of Tenderer :

6. Annual turnover for the :  
last 3 years.  
1. 2013 - 2014 :  
2. 2014 - 2015 :  
3. 2015 - 2016 :

7. Authorized Representative  
for negotiations. :  
with Cell No.

Sign & Seal of the Applicant

8. VAT No. :

9. PAN No. :

SIGNATURE OF THE TENDERER

**NOTE:** Tenderers shall sign on all pages of the documents.

- Encl:-
- 1. DD for EMD Amount a. a.**
  - 2. Acceptance of terms and conditions.**
  - 3. Latest Income Tax Clearance Certificate.**
  - 4. Copy of the PAN Number.**
  - 5. Copy of Sales Tax / VAT registration Certificate.**
  - 6. Copy of the Bank Pass Book with A/c No. & address.**

**PRICE SCHEDULE SHEET SHOULD BE SUBMITTED IN A SEPARATE COVER**



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Lr.No: No. P&I/KH- 2016/GN POD:e-auction/3468/2016

Dated.27.09.2016

**TENDER FOR DISPOSAL OF UNSOLD GROUNDNUT SEED POD**

**PRICE SCHEDULE**

I/We/M/s.----- a proprietary business/partnership firm registered with the Registrar of Firms/Company registered with under companies Act, 1956 through Sri/Smt----- proprietor/Partner/authorized Representative of the Tenderer (hereinafter called the Tenderer) have read, understood and accepted the terms and conditions (enclosed) hereby make the tender for purchase of unsold Groundnut Seed Pod. I quote the following rate exclusive of all the applicable taxes, duties & market cess, ex-godown.

S.No.	Total Quantity (qtl)	LOT No.	LOT Quantity (qtl)	RATE QUOTED PER QUINTAL INCLUDING GUNNY WEIGHT, Tags / labels and EXCLUSIVE OF ALL TAXES / DUTIES/ VAT / CST & MARKET CESS (Rs.)	Location of the Seed (Godown Address)
1	4005.00	GTL : 1	2388.00		Somula Rural Farmers Ware House, Survey No.194-A, Konakondla - Village, Near <b>Guntakal</b> , Vajrarakur Mandal, Anantapuramu District.
		GTL : 2	1617.00		
2	5700.40	TDP : 1	1531.00		Siddartha Rural Farmers Warehouse, Sy.No.264, 265-C&D, Chukkalur Road, Puliproddutur Village, Tadipatri Mandal, Anantapuramu District.
		TDP : 2	1710.00		
		TDP : 3	1008.40		
		TDP : 4	1451.00		
3	1040.00	PSM : 1	1040.00		Siddartha Warehouse, Sy.No.55, S.Dattapuram Village, Perusomula G.P, Sanjamala Mandal, Kurnool District.
Total	10745.40		10745.40		

**THERE SHALL NOT BE ANY REQUESTS FOR REVISION DURING CURRENCY OF THE TENDER PERIOD, EVEN THE PRICES OF MATERIAL DECREASES ABNORMALLY OR ANY OTHER REASONS.**

SIGNATURE AND SEAL OF THE TENDERER

Sign & Seal of the Applicant

This quotation is valid for 7 days from the date of opening and the buyer shall not go back from their offer or modify the terms and conditions thereof before or after issue of Sale Order and Delivery Order.

The undersigned fails to comply with the foregoing stipulation; the Earnest Money shall be liable to forfeiture by Andhra Pradesh Cooperative Oilseeds Growers' Federation Limited. The undersigned agrees that in event of any dispute or differences arising under this tender, they shall abide to the decision of the Andhra Pradesh Cooperative Oilseeds Growers' Federation Limited and the Federation's decision shall be final and binding on the parties.

The undersigned agrees to abide by all the terms and conditions enclosed to this tender form.

DATE:

SIGNATURE AND SEAL OF THE TENDERER



**ANDHRA PRADESH COOPERATIVE OILSEEDS GROWERS' FEDERATION LTD**

**Reg. Office:**

**3rd Floor, BRKR Bhavan, C-Block, Tank Bund Road, Hyderabad-500063  
Ph.No./ Fax No.23220360, Email [apoilfedbrkr@gmail.com](mailto:apoilfedbrkr@gmail.com)**

**Terms & Conditions of sale of Groundnut seed Pod unsold  
Stocks through Tender Notification No. P&I/KH- 2016/GN  
POD:e-auction/3468/2016 Dated.27.09.2016 PUBLISHED IN  
EENADU DAILY NEWS PAPER ON 28.09.2016**

**Andhra Pradesh Cooperative Oil Seeds Grower's Federation Limited (A.P OIL FED)** (SELLER) has invited Tenders from the interested parties / buyers to purchase unsold Groundnut Seed Pod Stocks available at the following Places / Godowns.

S.No.	Aproximate Qty. in qtl	Location of the Seed (Godown Address)	Contact PersonS /Mobile No.
1	3951.30	Somula Rural Farmers Ware House, Survey No.194-A, Konakondla - Village, Near Guntakal, Vajrakarur Mandal, Anantapuramu District.	Sri S.Ekambara Babu, DM (P&I), APOILFED, Vegetable Oil Complex, Thapovanam, NH - 7, Opp. Reliance Petrol Bunk,, ANANTAPURAMU - 515 004. Mobile No.8978000362. Sri <b>J.Viswanatha Reddy, Executive (Gen)</b> <b>Mobile No.9949791113</b>
2	5700.40	Siddartha Rural Farmers Warehouse, Sy.No.264, 265-C&D, Chukkalur Road, Puliproddutur Village, Tadipatri Mandal, Anantapuramu District.	Sri S.Ekambara Babu, DM (P&I), APOILFED, Vegetable Oil Complex, Thapovanam, NH - 7, Opp. Reliance Petrol Bunk,, ANANTAPURAMU - 515 004. Mobile No.8978000362. Sri <b>S.SUBRAMANYAM, APOILFED,</b> <b>Mobile No.9989743450</b>
3	1000.00	Siddartha Warehouse, Sy.No.55, S.Dattapuram Village, Perusomula G.P, Sanjamala Mandal, Kurnool District.	Sri S.Ekambara Babu, DM (P&I), APOILFED, Vegetable Oil Complex, Thapovanam, NH - 7, Opp. Reliance Petrol Bunk,, ANANTAPURAMU - 515 004. Mobile No.8978000362. Sri <b>S.SUBRAMANYAM, APOILFED,</b> <b>Mobile No.9989743450</b>
	10651.70	TOTAL	

The terms and conditions for the purchase of Groundnut Pod stocks through Tender and Open Auction are as follows.

A.P OIL FED shall follow Tender cum Auction Process wherein sealed tenders are accepted and also open auction will be held on 04.10.2016 at 3.00 pm. The Tenders complying the tender conditions shall be received and before opening Price quotes, open auction shall be conducted. The final rates of Auction and Tender Prices would be compared and highest rate quoted in Tender / Auction shall be finalized (whichever is higher).

**1. SCOPE OF SALE: -**

The A.P. Cooperative Oil Seeds Grower's Federation Limited has given tender notification for disposal unsold GN Seed pod stocks available as indicated above. The approximate quantities, stock details with locations of Groundnut Pod Stocks and contact persons for the information of the tenderers are also provided.

**2. EMD (Earnest Margin Deposit):**

- a) The Tenderers are requested to pay an EMD of Rs.300.00 per quintal for quantities quoted through demand draft in favour of M/s A.P. Cooperative Oil Seeds Grower's Federation Limited, payable at Hyderabad. The DD (s) shall be submitted along with the Tender.
- b) No interest shall be payable on the EMD paid.
- c) In case the successful Tenderer fails to come forward and purchase the material as per the terms mentioned, the EMD amount of such Tenderer will be forfeited.
- d) The EMD amount of un-successful tenderers shall be returned after finalizing of successful tenderer (s).
- e) If a tenderer is successful for part of the quantity offered and if the EMD paid is for the total quantity, the excess EMD amount shall be adjusted towards the material cost of the successful tender quantity.

**3. TERMS & CONDITIONS:**

- a) The Tenders are invited for sale of items available at different locations with the SELLER on "**As is where is basis**" and "**no-complaint**" basis only. Any quality issues will not be entertained later.
- b) The word SELLER wherever appearing means the A.P COOPERATIVE OIL SEEDS GROWER'S FEDERATION LIMITED (A.P OIL FED).
- c) The Word Tenderer wherever appearing means, firm or Company or any person who is interested in participating in the Tender as well as open auction and purchasing the materials put up for sale in the said Tender.
- d) The Word PURCHASER/BUYER wherever appearing means, firm or Company or any person duly participated in the Tender for the purpose, whose rate has been accepted by the SELLER and the sale order has been issued in his/her favor.
- e) This Tender Process is governed by the **Terms & Conditions** of this Tender.

**4. TENDER PROCEDURE - INDIAN BUYERS/TENDERERS:**

**a) LOT-WISE:**

Offers shall be given godown and lot wise only. The participant shall offer the rates for the respective units specified i.e. **per quintal only** including gunny weight and labels / tags.

**b) RATE:**

a) The Tenderer shall on UOM (i.e. per Quintal) basis exclusive of applicable levies. Applicable levies and duties during the pendency of the contract will be charged extra as ruling on the date of dispatch. Any increase/decrease in levies etc. or imposition of any new duties & taxes by Statutory Authorities would be on the account of successful Tenderer (s) and payable by the successful Tenderers (s). The successful buyer should engage their own men for weighment, loading and transport. All the charges are to be borne by the Buyer.

**5) CONTACT PERSON:**

Name: SRI K. Ramesh Kumar Reddy, Designation – Manager (P & I), Mobile no: 7702344669, Address – Regd. OFFICE – AP Cooperative Oilseed Growers Federation 'Ltd. 3<sup>rd</sup> Floor, BRKR Bhavan, C-Block, Tank Bund Road, Hyderabad 500 063, Ph. No./ Fax: 040- 23220360; Email id: [apoilfedbrkr@gmail.com](mailto:apoilfedbrkr@gmail.com). In case of visiting godowns to see the stocks, contact persons are given in the table above.

APOILFED shall have the right to issue addendum to the Terms & Conditions to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated.

**6) INSPECTION OF LOTS / STOCKS:**

- a) For inspection of materials, the interested parties may contact the Godown contact persons given in the above table (Page 1).
- b) The interested parties will be permitted to inspect the lots which are at respective places shown above in the presence of concerned Godowns Assistant or as specified contact person.
- c) The buyer has to satisfy himself about the quality, quantity, duration (old or new) and conditions of the materials. The principle of "CAVEAT EMPTOR" (LET THE BUYER BE AWARE) will apply.
- d) The Tender items are being sold as unsold seed through Tender / Open auction. It should not be further sold as seed.
- e) SELLER is not responsible for any complaints of any future transactions made by the successful tenderer on purchase.
- f) Bags provided by the SELLER should not be used for selling of non-seed. Otherwise it is liable for action.
- g) SELLER reserves right to stop/postpone/cancel the tender process at any stage without assigning any reason there for.
- h) SELLER reserves right to modify/alter/cancel/omit any of the above mentioned Terms and Conditions pertaining to the Tender Process as and when required.
- i) The Tender / Open auction accepting authority will be the SELLER and it



reserves the right either to reject any or all tenders without assigning any reason. In this regard the decision of accepting authority shall be final and binding on the tenderers without any recourse. Further, it is understood by both the parties to the Tender and is specifically accepted by the Tenderer when the tenderer files the tender before SELLER the acceptance or rejection of the tender by accepting authority, or methodology adopted by SELLER in short listing the buyers for the disposal of material/materials etc., through tender process shall not become a cause of action or ground to initiate any legal action before any Court or Courts of Law for obtaining any order, Injection, Direction etc., from the Hon'ble court or Courts to stall the proceedings in SELLER. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the civil courts of Andhra Pradesh.

7) **QUANTITY VARIATION:**

The quantities mentioned against each godown are approximate and actual quantities as available are to be lifted by the successful tenderers due to natural drriage etc.

8) **TENDER PROCESS: -**

- a) The Tender value shall be the basic price of the material exclusive of all applicable levies, Duties, charges etc., in Indian rupees per Quintal.
- b) Each godown stock is a separate entity for quoting the rate. Tenderers have to quote separately for each godown and lot.

9) **TENDER / OPEN AUCTION RESULT/STATUS: -**

- a) The highest tenderer will not accrue any right on the successful tender quantity. The SELLER will approve the highest rates received at their discretion and intimation mail/letter will be sent.
- b) It must be noted by the highest tender rate should not be considered as the award of the contract and tenderer must therefore keep a watch on their incoming e-mail for Intimation Letters from the SELLER.
- c) After closing of tender process the final highest quoted price received will be submitted to the V.C. & M.D. for approval. After approval the same will be intimated to the tenderers by issuing Sale Order by SELLER.

10) **SECURITY DEPOSIT (SD):-**

- a) **In case of Lots Sold (accepted) on Confirmed basis**, the H1 tenderer of respective godown and lot stocks shall have to remit **@ 20% of the Sale Value as SD** based on the Sale Order issued by the SELLER. The Security deposit (SD) needs to be deposited within 03 working days from the date of confirmation into below Bank Account thro' Online / RTGS or by DD.

**AP OIL FED Bank Account details to deposit SD & Final Payments:**

Name of the Account: **ANDHRA PRADESH COOPERATIVE OILSEEDS GROWERS' FEDERATION LTD.**

**Bank - Andhra Bank, Branch - Hyderguda, Hyderabad,**

**Account No: 02083110000274, IFSC Code – ANDB0000208.**

- b) If the successful tenderer fails to fulfill clause 10 a) above, the EMD amount paid by him shall be forfeited / confiscated by the SELLER and he shall have no right what so ever on the successful quoted quantity for which he was declared the highest bidder.
- c) This security deposit in any case shall not carry any interest and the same shall be adjusted towards part of the material value in the final installment/payment.
- d) The buyer(s) should not transfer the offer awarded to him/her/them to others and also no sub-contract is allowed. In case of deviation of any of the tender conditions, the offers shall be cancelled besides forfeiting the deposit amount and imposing penalty as decided by the authorities of SELLER.

**11) PAYMENT TOWARDS MATERIAL VALUE:-**

- a) Within 20 (Twenty) Calendar days from the date of issuance of sale order by the SELLER.
- b) It must be noted by the Buyer(s) that such Sale order will be issued by SELLER for the purpose of making payment of balance sale value along with taxes and duties and the same should be made within the specified time. If the last date of payment happens to be the Bank/SELLER Holiday, the payment will be accepted on the next working day without late payment charge.
- c) All the payments to be made by buyer towards material value and such other levy should be made through Online on or before the due date as stipulated in the Sale order above.
- d) The payments shall be made along with VAT/CST/Excise Duty/Market Cess and TCS as applicable if any as per prevailing rates under the respect acts and as per rates of VAT & CST.
- e) The successful buyer shall comply with all legal requirements for obtaining relevant licenses, all other necessary clearances like Income Tax, Sales tax, Registration of Firm/Company etc. shall be in force and obtained invariably and copies of the same shall be produced to SELLER on demand, besides he shall pay all the taxes like Income tax, sales tax and such tax/demand raised under any statute and there shall not be any liability on the part of SELLER in this regard.
- f) SELLER shall accept statutory declaration form / certificate made or given by buyers claiming exemption / concessions of any taxes & duties subject to submission of evidence in support of applicability regarding exemption / concession of such taxes & duties. The buyer will be the sole responsible for any false declaration made or given in respect of claiming exemption/concession of any taxes, duties and any demand raised by any statutory authority. The SELLER shall reserve right to take legal action

against such buyers, and if any moneys that are held with SELLER in respect of sale shall be forfeited to SELLER account forthwith without any notice.

**12) DEFAULT IN PAYMENT OF SALE VALUE: -**

- a) After issue of Sale order, the successful buyer should pay the total bid amount within the scheduled period of 20 (Twenty) Calendar days, without any penalty and up to next 15 days with late payment charges at the rate of 18% per Annum or part thereof for the outstanding amount (i.e. amount due). At the specific request of any successful tenderer / buyer, for some valid reason, requests for extension as a special case for another 15 days with late payment charges at rate of 21% per Annum on the outstanding amount (i.e. amount due), at the discretion of the V.C. & Managing Director can be granted. Under any circumstances, further extension of time will not be allowed. After payment of total cost of the material allotted along with applicable taxes within the stipulated time, the stocks will be delivered on priority basis. The late payment charges shall be made in advance to SELLER in the form of DD / Online Account mentioned in clause no. 14 of SELLER. Only after confirmation of receipt of such late payment by SELLER, Delivery Order will be issued.
- b) However, this shall not confer any right to the buyer to make any late payment of Balance Sale Value or applicable Duties and Taxes and the SELLER reserves the right to accept the payment of Sale Value with or without additional charges after expiry of due date time as mentioned above. If the buyer fails to pay the sale value for any quantity within above mentioned due date, then the Security Deposit of particular lot will stand forfeited automatically.

**13) ISSUANCE OF DELIVERY ORDER:**

On receipt of Sale Value, SELLER shall issue Delivery Order to the intended buyer. The period of delivery shall be 20 calendar days counted from the date of issuance of Sale Order issued by SELLER. If the last date of delivery happens to be a Holiday for SELLER, the delivery will be allowed on the next day without any ground rent.

**14) DELIVERY OF MATERIAL: -**

- a) For the purpose of taking delivery from the SELLER's Location/Godown, the authorized representative of the Buyer i.e. the authorized Photo ID Card Holder should report to SELLER along with his original Photo ID Card or the said Photo ID Card Holder may depute any other Representative along with Authority Letter on Buyer's Letter-Head after duly attesting the signature of his Representative along with a Self-Certified/Notarized Photocopy of his Photo ID Card.
- b) The successful Buyer must take prior permission from SELLER before

placement of vehicle for taking delivery of material.

- c) In the event of godown rents along with taxes applicable if any to be payable by the Buyer, the payment shall be made to SELLER A/c as shown above through RTGS / DD only and after confirmation of receipt of such payment SELLER will deliver the stocks.
- d) If the buyer fails to lift the stock within 20 (Twenty) days from the date of issue of Sale Order, ground rent will be collected as per actual being paid by SELLER for a Maximum of 30 calendar days after expiry of free delivery period 20 days.
- e) This concession is available for a period not exceeding 15 days. Under exceptional circumstance V.C. & MD can grant another 15 days at his discretion. On expiry of said period buyer cannot have claim over the un-lifted material and entire money paid will stand automatically forfeited including Security Deposit and SELLER shall be at liberty to sale/dispose/destroy the un-lifted material at its convenience.
- f) The Non-seed will be lifted duly removing the Labels / Tags, the successful buyer should engage their own men for weighing, loading and transport. All the charges to be borne by the Buyer.
- g) The BUYER should intimate by FAX/EMAIL one day in advance as to when the vehicle will come for taking delivery of the materials. If the purchaser comes without prior written intimation, SELLER has got the right to return the vehicle without loading and purchaser cannot claim for any demurrages' towards the same. The entry of vehicles in to premises and loading of materials will be permitted as per SELLER timings indicated from time to time.
- h) Any sale order against the successful tender quantity may be short closed as per the discretion of SELLER at any time without assigning any reason at short notice.
- i) All the statutory requirements as stipulated under any law prevailing during the lifting period in force for upkeep of safety, health etc. for the workers engaged should be strictly observed by the Buyer while on work.
- j) The Buyer shall ensure that his work men do not loiter around within the stores area of the SELLER. They shall not touch any other material except those materials shown to them. If any of his workmen is even found violating these restrictions, the buyer shall be responsible for making good the loss to the SELLER on which SELLER decision shall be final and binding.
- k) SELLER reserves the right to withdraw in part or full or to close the contract any time during the period of contract without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of full quantity by way of extension of contract.
- l) Not with standing anything contained in the Tender Notification or advertisement issued as to description and particulars of material put up for sale, the sale is on "As is Where is" and "No Complaint Basis" only. SELLER will not give any assurance or guarantee that the materials to be delivered will

adhere to notice or advertisement or list. The bidder shall have to satisfy himself on inspection of the lots as to what they contain and make his/her/them offer accordingly. No plea or misunderstanding or ignorance or conditions put forth subsequent to any confirmation of sale shall be accepted.

**15) GENERAL CONDUCT DURING DELIVERY:**

- a) Buyers shall solely be responsible for movement and proper behavior of their deputies, agents, servants within SELLER premises.
- b) If any damage is caused to the seed located in the Corporation's Godowns / Cold Storage Godowns property, the buyer is responsible to make good such loss and such damage to the satisfaction of the SELLER and the decision of SELLER/ A/C Godown in-charge in this regard shall be final and binding.
- c) The contract shall be deemed to be complete as soon as the area is cleared of the entire material allotted or on completion of the period of contract as mentioned above whichever is earlier.
- d) All statutory requirements including trained manpower/vehicles used for lifting of the material shall be engaged by buyers.
- e) SELLER reserve the right to accept or reject any/all offers even after issuance of Delivery Order. In such case the amount already remitted by the Buyer will be refunded on or before the buyer commences lifting of stocks as stipulated in the delivery order. However, the Buyer shall not claim any interest or compensation from SELLER in this regard.

**16) RIGHT OF WITHDRAWAL OF MATERIALS /VEHICLE(S):**

The SELLER or its representative has a right to withdraw any of the lots /quantities from sale either before or after completion of the Tender without assigning any reasons to the bidders.

**17) BLACK-LISTING:**

- a) SELLER reserve the right to black-list, debar any tenderer/buyer due to any false information provided to SELLER resulting in listing said tenderer/buyer being the successful in bidding process, and any act of omission or commission or fraudulent acts indulged or caused to be indulged by such tenderer/buyer in the course of tender process and/or in the execution or performance of any of the contracts which may be awarded to the tenderer/buyer pursuant to the tender, provided however, that SELLER shall be obliged allow an opportunity of hearing to such Tenderer/buyer before any order of black-listing/debarment could be passed.
- b) Any such order of black listing/debarment that may be passed by SELLER shall be without prejudice to other right of actions available to SELLER against the tenderer/buyer under the Tender terms and conditions.

**18) FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India or State Government Policy, restrictions (excluding any stock limits), strikes or lock-outs by workman, war, military operations of any nature and blockades preventing the SELLER or Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances

**19) DISPUTE RESOLUTION:**

- a) In the event of any dispute arising between the parties hereto under this Agreement, all parties agree that such disputes/ differences shall be resolved first through joint discussion and in case if the dispute is not resolved then the matter shall be referred and settled by the arbitration. This will be applicable as per the relevant Clauses stipulated in the Terms and Conditions accepted by the Tenderer at the time of Tender submission.
- b) In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the tender/agreement, the matter shall be referred to Chairman or Commissioner or V C & Managing Director of Andhra Pradesh Cooperative Oil Seeds Grower's Federation Limited (A.P OIL FED) for resolution of dispute.
- c) In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement remains unresolved or the Buyer is not satisfied by the decision taken by the relevant authority as per clause **19 a & b** above, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the A.P OIL FED. The remuneration for the arbitrator shall be fixed by the A.P OIL FED. 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 the Arbitration and Conciliation Act, 1996.
- d) Courts situated in Hyderabad to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

**20) VALIDITY OF Tender:-**

All the tender rates quoted will remain valid for 7 Working days from the date of opening Tenders.

**21) PERIOD OF CONTRACT:**

Up to the validity period of the Delivery Order issued by SELLER or up to the extended period of validity of the Delivery Order in case the Delivery period is extended by SELLER.

**22) CAUTION IN SUBMISSION OF TENDER:-**

The Tenderer shall be solely responsible for all the consequences arising out of the Tender submitted by him (including any wrongful quoting of rate by him) and no complaint/representation will be entertained by the SELLER in this regard. Hence, Tenderers must be careful to check (the rate quoted / godown & lot quantity mentioned etc.).

**23) SALE OF UNSOLD LOT:-**

SELLER at its sole discretion may take recourse for the sale of the unsold Lots and put up for re-tender at the sole discretion of SELLER.

