SOUTH INDIA MULTI-STATE AGRICULTURE CO-OPERATIVE SOCIETY LTD., VELLORE, TAMIL NADU

REQUEST FOR PROPOSAL

BIDS ARE INVITED FROM THE ELIGIBLE BIDDERS FOR SUPPLY OF 6000 KLS OF EDIBLE FORTIFIED PALM OIL WITH VITAMIN A & D IN ONE (1) LITRE WITH SECONDARY PACKING SHALL BE 12 LITER POUCHES IN 1 CARTON TO TAMIL NADU & PUDUCHERRY DELIVERY POINTS FOR THE MONTHS OF DECEMBER 2026 THROUGH NCDEX e Markets Limited (NeML) PLATFORM.

Head Office: Town Hall Campus, Near Old Bus Stand, Vellore – 632 004.
Address for Correspondence: No.35, 1st West cross street, Near Government Law College, Gandhi Nagar(West), Vellore- 632 006.
Web site: simcoagri.com

SOUTH INDIA MULTI-STATE AGRICULTURE CO-OPERATIVE SOCIETY LTD.,

Regd No: MSCS/CR/1069/2014

Head Office: Town Hall Campus, Near Old Bus Stand, Vellore – 632 004.

TENDER DETAILS

S. No	Item	Description
1	Department Name	South India Multi-State Agriculture Co-Operative Society Ltd., (SIMCO)
2	Delivery points	All districts in Tamil Nadu & Puducherry
3	Auction issued date	November 2026, Dated: 16.11.2026
4	Tender Subject	Bids Are Invited From The Eligible Bidders For Supply Of 6000 Kls Of Edible Fortified Palm Oil With Vitamin A & D In One (1) Litre With Secondary Packing Shall Be 12 Liter Pouches In 1 Carton To Tamil Nadu & Puducherry Delivery Points For The Months Of December 2026 Through Ncdex E Markets Limited (Neml) Platform.
5	Period of Contract	As given in the tender schedule
6	Form of Contract	Rate contract
7	Auction Item	Edible Fortified Palm Oil With Vitamin A & D
8	EMD	3.77 % (Incl. 1.77% NeML TC)
9	Amount to be deposited	Every registered Participant will be assigned a unique virtual account number by NeML. The registered Participant shall deposit an amount equivalent to 3.77% of the Bid Value into the designated Virtual Account maintained with NCDEX e-Markets Ltd comprising 2% towards Earnest Money Deposit (EMD) and 1.77% towards NeML's transaction charges (inclusive of applicable GST), for participating in the proposed e- auction. The payment shall be made through RTGS or electronic fund transfer before participation in the e-auction.

10	Transaction Fee (Non –Refundable)	In lieu of services provided for the e-auction, NeML will charge service fees at the rate of 1.5% + applicable 18% GST on the price discovered value from the Successful bidders. Subsequently, the transaction charges shall not undergo any change based on the purchase or sale undertaken by parties outside the NeML Platform. This amount will be appropriated from the amount so deposited. Since NeML is only responsible for conducting the e-auction for price discovery and settlement. Post approval of the auction by the authority, the Transaction Charges plus GST levied by NeML shall remain final, non-adjustable and non-refundable under all circumstances, including but not limited to cancellation of the auction, reduction or increase in quantity, failure to lift material, termination, dispute between parties, delay, default, force majeure event etc.
11	Quantity	**6000 KL's**
12	Number of schedules	01
13	Bid validity	30 Working days from the date of Auction.
14	Contract Period	December 2026
15	Bid Document Downloading Start Date	16.11.2026
16	Last date and time for Submission of documents	26.11.2026 up to 05:00 pm (IST)
17	Technical Bid Opening Date and Time (Qualification and Eligibility Stage)	NeML will conduct the evaluation of the technical (bid) documents in accordance with the criteria specified in the tender document. Only those bidders who comply with the mandatory technical eligibility requirements will be permitted to participate in the e- auction.
18	e- Auction Date	27.11.2026
19	Address	No.35, 1st West cross street, Near Government Law College, Gandhi Nagar (West), Vellore- 632 006.
20	Contact Details/ Telephone, E-Mail ID	Mobile No: Land Line phone: +91-0416-2234866, e-mail ID**:** simcoagrisociety@gmail.com

		• The completed applications in every respect, along with relevant technical documents meeting the mandatory bid criteria and proof of payment of fee particulars/registration charges, all of which must be self-attested and signed by an authorized person, shall be submitted as scanned copies on or before Last date & Time given to the following email address: tamil.nadu@neml.in Only. The bidder would be required to register on the NeML market place https://market.neml.in/#/register and submit their bids online. No offline bids shall be entertained by the Tender Inviting Authority. Registration with NeML Platform: For registration and online submission, bidders may contact Help Desk of NeML platform at: 022-48810500 | 18002101222 (Call between Monday to Saturday from 9.30 AM to 6.00 PM) or write to askus@neml.in Only.
21	Procedure for Bid Submission	Deactivation of Bidders: The bidders found defaulting in submission of eligible documents on or before .11.2026 at 5.00 P.M will not be accepted by the NeML platform. Tender Document: The tender document will be sent to all NeML participants to their registered email and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting Authority. Any offline submission of the tender document shall not be considered. The bidder has to keep track of any changes by viewing the addendum / Corrigenda issued by the Tender Inviting Authority on time-to- time basis in the NeML platform. The Department calling for tenders shall not be responsible for any claims/ problems arising out of this. The Tender inviting authority shall not be held responsible for any sort of delay or difficulty faced during the submission of bids online by the bidders due to local issues/ claims/problems arising out of non-access of NeML Platform or such other technical glitches.

		NeML, after scrutinizing the applications for registration, will enrol the applicants on the auction platform subject to the eligibility criteria prescribed by the Tender Inviting Authority (TIA). For the purpose of the e-auction(s), registered participants will be allotted a user ID and password by NeML. to participate in the e- auction. Those who are already registered with NeML, need not register again but must submit all documents as specified in this tender document.
22	General Terms and Conditions	Other terms and conditions as embodied in the Tender Documents.
		Any clarifications can be referred to by e-mail : simcoagrisociety@gmail.com
23	Auction URL	market.neml.in

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BIDS ARE INVITED FROM THE ELIGIBLE BIDDERS FOR SUPPLY OF 6000 KLS OF EDIBLE FORTIFIED PALM OIL WITH VITAMIN A & D IN ONE (1) LITRE WITH SECONDARY PACKING SHALL BE 12 LITER POUCHES IN 1 CARTON TO TAMIL NADU & PUDUCHERRY DELIVERY POINTS FOR THE MONTHS OF DECEMBER 2026 THROUGH NCDEX e Markets Limited (NeML) PLATFORM.

The SIMCO invites applications from the eligible Edible Palm Oil Manufacturers /Bulk Suppliers/Traders/Processors for enrollment of suppliers to supply Edible fortified Palm Oil through e- auction Portal on behalf of South India Multi-State Agriculture Co-Operative Society Ltd., (SIMCO). The procedure for enrollment, registration and terms and conditions of supply under the e-auction mode, Edible fortified Palm Oil is detailed below:

In order to participate in the tender, the tenderers shall register with NeML to participate in e- auction

1. SCOPE OF WORK:-

1.1. The SIMCO proposes to procure the Edible fortified Palm Oil in One (1) Liter pouches for the month of December 2026 from the Edible Palm Oil Manufacturers /Bulk Suppliers/ Traders/ Processors through e-procurement process.

1.2 The tentative requirement of **6000** KLs Edible fortified Palm Oil with Vitamin A & D for December 2026 which has to be supplied to all points of the Tamil Nadu & Puducherry. The list of Delivery points and the approximate quantity of the Edible fortified Palm Oil with Vitamin A & D in ONE (1) LITRE pouches to be supplied to all Delivery points of SIMCO in districts across the Tamil Nadu State & Puducherry (UT) for distribution as indicated at Annexure-IA.

2. ELIGIBILITY/ PRE-QUALIFICATION CONDITIONS:-

2.1 Edible fortified Palm Oil manufacturers/bulk traders/processors/suppliers who are dealing in Edible fortified Oil are eligible to apply for registration subject to fulfilling certain criteria specified below.

2.2 Prospective Bidders shall comply with the requirements of Online registration and participation is permitted as per prescribed terms and conditions. During the participation, the bidders who deviate from the prescribed terms and conditions are liable to be ignored and rejected.

2.3 The Bidder should possess License under FSSAI.

2.4 Traders/processors/Suppliers should have valid trade license, import license (if applicable), GST (If applicable) issued by concerned authorities. They should be in operation for past three years. They should produce/submit a backup supply arrangement agreement from any Palm Oil processing/Refinery unit of repute within India and the agreement should be current tender specific.

2.5 The back-up supply arrangement agreement issued by a particular Palm Oil processing/Refinery unit shall be extended to one (1) bidder only. The same Palm Oil processing/Refinery unit shall not issue back-up supply arrangement agreements to

more than one bidder participating in this tender. In case it is found that a single Palm Oil processing/Refinery unit has issued back-up supply arrangement agreements to more than one bidder, the back-up supply arrangement agreements of all such bidders shall be treated as invalid, and such bidders shall be liable for rejection/disqualification from the tender.

2.6 The supplier if happens to be bulk traders/processors/suppliers, should supply Fortified edible Palm Oil from the reputed manufacturing units

2.7 The firm/applicant are not allowed to participate those who have been Blacklisted previously by SIMCO due to default in Supply of Palm Oil/convicted for any offences or violation of any State or Central act such as essential commodities act etc or any criminal offence under IPC.

2.8 The annual turnover should not be less than 50 Crores (Fifty Crores) during the last Three (3) financial years i.e., 2022-23, 2023-24 & 2024-25.

2.9 The average annual turnover in edible Palm Oil should not be less than 25 Crores (Twenty Five Crores) during the last 3 financial years i.e., 2022-23, 2023-24 & 2024-25. The document certified by Charted Accountant should be submitted.

2.10 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.

2.11 The Manufacturing Unit/s should be owned by the registered supplier.

2.12 The Suppliers shall have valid GST registration issued by concerned authorities.

2.13 The bidder should have an experience of Government supplies at least 6000 KLs in 1 Litre packed form of Palm Oil in any financial year which has to be submitted duly certified by Chartered Accountant along with supporting documents.

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

The Bidder shall submit the following documents which are mandatory:

3.1 Traders/processors/Suppliers should have valid trade license,

3.2 Copy of the GST issued by concerned authorities

3.3 The Participant/ Bidder has to submit the valid FSSAI license issued by the concerned authority for Palm Oil.

3.4 The Bidder should submit a copy of license issued by the concerned authority for processing and storing of Fortified Palm Oil. In respect of Traders and processors a valid trading license as may be applicable for trading in edible oils, a copy of which may be submitted.

3.5 Attested copy of Certificate of registration under GST Act as applicable shall be submitted (by competent authority)

3.6 The Bidder shall submit experience certificate/ Certificates as per clause 2.13

3.7 Self-Attested copy of Audited Balance Sheet and Profit & Loss account for past three financial years i.e., 2022-23, 2023-24 & 2024-25.

3.8 Applicants shall submit self-attested copy of the Income Tax returns of last three financial years i.e., 2022-23, 2023-24 & 2024-25.

3.9 The Bidder shall submit copy of a PAN card attested by authorized signatory.

3.10 The Bidder shall submit Affidavit-I on Rs.100/- Non-Judicial Stamp Paper, duly notarized, declaring that:

a) The Bidder has not been prosecuted or convicted by any Court of Law for violation of the Essential Commodities Act or any other applicable law, rules, or orders relating thereto.

b) The Bidder has not been blacklisted or debarred by any Government Department, Government Organization, or other organization for non-performance or breach of contractual obligations.

c) The Bidder has not been blacklisted or debarred by SIMCO previously for any default in the supply of Palm Oil and has not been convicted by any Court of Law for any offence under any State or Central Government law, including the Essential Commodities Act or any other applicable criminal law

3.11 In case of partnership firm or Co-operative or Corporate, the Edible fortified Palm Oil with Vitamin A & D Processing Units, Trading firms and processing units should furnish a copy of the partnership deed or bye-law or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant. In case of Co-operative / 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.

3.12 In case of supplier who has entered into lease agreement with the Edible fortified Palm Oil with Vitamin A & D Processing Units the copy of the legally registered lease agreement duly certified by the Charted Accountant shall be enclosed.

3.13 The Bidders should produce/submit a back up supply arrangement agreement from any Palm Oil processing/Refinery unit of repute within India and the agreement should be current tender specific along with the copy of Factory License and Valid FSSAI License of the processing/Refinery unit agreement Given.

3.14 The annual turnover Certificate not be less than 50 Crores (Fifty Crores) during the last Three (3) financial years i.e., 2022-23, 2023-24 & 2024-25 certified by Charted Accountant

3.15 The Bidder shall have experience in supplying at least 6,000 KL of Palm Oil in 1 litre packed form to Government Departments/Agencies in any financial year and shall submit a Chartered Accountant-certified certificate confirming the quantity supplied, along with relevant supporting documents.

3.16 The average annual turnover in edible Palm Oil should not be less than 25 Crores (Twenty Five Crores) during the last 3 financial years i.e., 2022-23, 2023-24 & 2024-25. The document certified by Charted Accountant should be submitted.

3.17 The Edible fortified Palm Oil with Vitamin A & D Processing 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.

3.18 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID proof or any other valid document should be submitted along with the application.

3.19 The address proof in respect of the firm shall be either certificate of registration or certificate of in SIMCO or any other valid document issued by the concerned authority.

3.20 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead or a copy of cancelled cheque be enclosed.

3.21 Only those bidders who are registered with M/s NCDEX e Markets Ltd (NeML) are permitted to participate in the e-auction. Registration fee amount of ₹ 5000 + GST (18%) = Total ₹ 5900/- is applicable. The requirements of empanelment are to be read and construed as part and parcel of this document and binding on the bidders. Registration fees shall be electronic transferred by way of RTGS/NEFT to below mentioned NeML bank account:

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**	00990690013043	HDFC0000060	Fort

3.22 The interested bidders may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML. Interested participants can also contact the Customer Service Group on below phone numbers
022-48810500 | 18002101222 or Email: askus@neml.in.

3.23 The RFP document shall be signed on each page and submitted along with tender in confirmation that the tenderer is aware and understood all the terms and conditions of this tender document.

4. EVALUATION OF APPLICATION FOR REGISTRATION.

4.1 The applications received by NeML before the last date and time of bid submission will be evaluated. However, SIMCO reserves the right to extend the submission date of applications, subject to the publication of a circular/corrigendum regarding such extensions on the NeML's website i.e., www.neml.in.

4.2 NeML will evaluate the technical documents submitted. Only those bidders/tenderers who provide valid documentary evidence in compliance with the eligibility criteria/conditions will be considered for technical qualification.

4.3 Only bidders who meet the technical qualifications will be allowed to participate in the e-auction to be conducted on www.market.neml.in

4.4 The registered bidders will not be individually notified about their technical qualification or their participation in the e-auction. They are free to contact NeML via email at askus@neml.in

4.5 The completed technical and relevant documents must reach NeML before 5:00 PM on 26.11.2026.

5. SCHEDULING OF e-AUCTIONS:-

i. The NeML will conduct e-auction on www.market.neml.in (e- auction platform). The e-auction will be conducted as mentioned in Annexure-I. The system time of NeML portal will be considered to start and to end the e-auction.

ii. The technically qualified tenderers only are eligible to participate in e-auction.

iii. Any changes made in the time schedule will be intimated to all the participants by publishing the same in the websites of SIMCO and NeML website.

iv. The tenderer shall take adequate care and is solely responsible to obtain details of the schedule of e-Auction through the websites in their own interest, rather than depending on other mode of information sources.

v. **The tenderer shall quote their financial bid in terms of rupees per Kilo Liter basis for the entire quantity.**

vi. The bidder can modify his bid as many number of times as possible till the closing time of e-auction subject to overall reduction in the price. The system time of NeML plat form will be considered to start and end the e- auction. Starting time as per Annexures and there will be Three (3) extensions of 5 minutes each. Each Extension will come into effect, if any bid is received in the last 03 minutes of closing of the initial auction session or the extension session.

vii. However, the auction platform will not allow the bidder to modify his bid to increase the price. In case of such modified bids, the same shall be rejected and the earlier valid bid prevails.

viii. In case of two or more bidders emerge as lowest with identical prices after conclusion of e-auction, bidder who puts in his bid first on e-auction platform gets priority and considered as lowest.

ix. The bids submitted after the closing time of e-auction will be rejected by the system.

x. The price quoted shall be:

a) Inclusive of all incidental expenditure, transaction charges, custom duty and GST payable for Delivery at Delivery Points in the district of Tamil Nadu & Puducherry

b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges, transaction charges, insurance, etc till Delivery Points in the districts concerned of the SIMCO in Tamil Nadu & Puducherry

xi. **The minimum tick size shall be Rs.5/- (Rupees Five only) per Kilo Liter.**

xii. The price quote shall be in Rupees per Kilo Liter basis for the entire quantity.

xiii. Any increase or decrease of taxes, duties, levies and other such payments shall be to the account of the Tenderer and the SIMCO will not consider any request of enhancement in this regard.

xiv. The registered tenderers shall not be intimated individually regarding the e-auctions; however, the registered tenderers may contact, SIMCO office located at Vellore for obtaining details of schedule of e-auctions.

xv. The Bids of all Bidders who have participated in the e-Auction must remain valid for minimum period of 30 (Thirty) working days from the date of auction or till the tender process is completed, whichever is later.

xvi. The results of the e-Auction as approved by SIMCO are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept the contract by the successful tenderer shall result in the forfeiture of the EMD and blacklisting from further participation in the e-auctions for a period of three years. The decision of the Managing Director, SIMCO in this regard will be final.

xvii. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such user ID and the password has been allotted by NCDEX e Markets Limited (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 user ID and password. The user is therefore advised to check the user ID and the password before the e-auction and is advised not to reveal it to anyone else to prevent misuse of the same. It is further suggested that the tenderers are requested to change the password frequently to protect from misuse.

xviii. SIMCO and 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 e-procurement platform. In case if e-auctions cannot be held on scheduled date due to server problems, the same will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of SIMCO and NeML site.

xix. The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter/ Email Confirmation / Acceptance issued by the SIMCO to the successful bidder along with any amendment issued prior to signing of contract shall constitute the Contract between the SIMCO and the tenderer.

xx. The successful Tenderer will be intimated the acceptance of his tender by a letter/email. The SIMCO reserves the right to reject any or all the tenders without assigning any reason.

xxi. In case of any clear indication of cartelization, the SIMCO shall reject the tender(s), and forfeit the EMD.

xxii. If the information given by the Tenderer in the tender Document and its Annexure/Appendices is found to be false/incorrect at any stage, the SIMCO shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the SIMCO may have under the Contract and law.

xxiii. The SIMCO reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on the part of the service provider.

6. SPECIFICATIONS:

6.1) Quality:

A. The quality parameters for Edible fortified Palm Oil with Vitamin A & D as per the FSSAI standards are detailed below for the reference of all eligible suppliers.

B. Edible fortified Palm Oil (The quality parameters for Edible fortified Palm Oil are detailed below) Palmolein means the liquid fraction obtained by fractionation of Palm Oil obtained from the fleshy mescocrap of fruits of Oil Palm (Elaeis Guineenisis) tree by the method of expression or solvent extractions. It shall be clear, free from rancidity, suspended or other foreign matter separated water, added colouring standards namely:-

C. Edible fortified Palm Oil stocks shall confirm the following FSSAI standards:

A. Quality Requirements for Refined Palmolein Oil

Sl. No.	Characteristic	Required Standard
1	Moisture and Insoluble Impurities	Maximum 0.10% by mass
2	Colour (Lovibond 5½ inch cell, Y + 5R)	Not deeper than 30
3	Refractive Index at 40°C	1.4550 - 1.4610
4	Saponification Value	195 – 205
5	Iodine Value (Wijs)	54 – 62
6	Acid Value	Maximum 0.6
7	Unsaponifiable Matter	Maximum 1.2%
8	Peroxide Value	Maximum 10 meq oxygen/kg
9	Cloud Point	As per applicable FSSAI/BIS requirements
10	Hexane	Maximum 5 ppm

Free Fatty Acids (FFA): Maximum 0.25% by mass, expressed as oleic acid, for refined grades.

B. Toxic Metal Limits

Sl. No.	Characteristic	Maximum Permissible Limit
1	Lead	0.5 mg/kg
2	Arsenic	0.5 mg/kg
3	Cadmium	1.0 mg/kg
4	Mercury (Total)	0.25 mg/kg

The product shall not contain aflatoxin exceeding 5 µg/kg when tested by the prescribed method.

C. Fortification Standards

The product shall comply with the FSSAI Notification dated 2 August 2018, concerning fortification of edible vegetable oils.

Sl. No.	Nutrient	Fortification Required Level	Source
1	Vitamin A	6 - 9.9 µg RE per gram of oil	Retinyl Acetate / Retinyl Palmitate
2	Vitamin D	0.11 - 0.16 µg per gram of oil	Cholecalciferol / Ergocalciferol from permitted sources

Note: i) The above specification is as per FSSAI as on the date of supply. If any changes in specifications by FSSAI are notified in future, same will be communicated from time to time and the same shall be followed.

ii) Stocks should conform to the above specifications. Stocks having in excess of the above prescribed refractions limit stands rejected and the decision of the SIMCO is final and binding on the supplier.

D. The supplier shall submit Certificate of Analysis (CoA) for Quality Parameters of Fortified Palm Oil from any NABL accredited Food Lab for every batch along with the truck at the time Delivery of stock to Delivery point. The size of each batch shall not be more than 60 KLs, failing which the consignment will not be accepted.

E. The recognition and validity of NABL Accredited laboratories shall be governed by the guidelines or orders issued by FSSAI from time to time. The latest accreditation validity of the laboratories may be referred from the NABL website (www.nabl-india.org) prior to sending samples to the laboratories.

F. The bidder shall supply the Palm Oil in homogeneous condition and each and every packet shall be homogeneous and within the prescribed quality limits.
G. SIMCO shall forward samples from Delivery Points for cross check of quality to NABL accredited lab.
H. SIMCO 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.
I. 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.
J. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters.
K. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arising out of such supplies under the scheme.

6.2 Packing:

A. Supplier shall undertake packing with description of commodity and Net weight.
B. Any deviation in this regard will result in claiming of damages from supplier.
C. Since the Supplier is responsible for packing and he shall abide by the laws and rules of Weights and Measures and Packing Acts in-force. All weighment infrastructures should have up to date stamping of Legal Metrology Department.
D. FSSAI Mandatory labeling declarations. The words **"Fortified with Vitamin A and D"**. F+ Fortified food logo as prescribed by FSSAI.
E. The SIMCO will approve design to be printed on the packet and it is the responsibility of the supplier to undertake the same at his cost. In addition, the supplier shall also undertake printing of Batch No., Serial No., Date of packing, Expiry date/ Use within 6 months or any other information on Polythene packs without fail.
F. Each pouch shall contain 1 litre of oil with a declared net weight of 910 grams.
G. Shall withstand bursting test.
H. Laminated printing of design as approved by SIMCO
I. The SIMCO Logo shall be printed on the packet.
J. No other brand name shall be used without prior written approval from SIMCO.

6.2 1. SPECIFICATIONS OF 1 Ltr Laminate film:

Size: 320mm (W) X 250mm (H)
5 Layer Nylon Based Co
extruded 80 mic UV
Coated Surface Printed Film.

Film Structure:
2 Layers with LDPE film
2 Layers with Tie grade film
1 Layers with Nylon film

6.2.2 SECONDARY PACKING:

SPECIFICATIONS OF 1 Ltr Carton:
Size:365x215x252mmID)
Ply & Flute of Box:-3ply/ C-Flute
Net Weight of Box:- 420gms(+/-5gms)

BS: 8.5Kg/Cm2 Min
Box Compression Strength:-350Kgf Min
Weight to be printed on the box as 14.288kgs
Moisture: 4.5% Min, & 8.0% Max.
Printing: Single Colour
Pasting: GLUE

7. TERMS AND CONDITIONS OF DELIVERY:

i. The successful bidder shall take all necessary steps to commence the packing, assaying, and dispatch of the tendered supply quantity and complete the Delivery at the designated Delivery depots as specified by SIMCO as per time schedule given below:

S. No	Particulars	Time lines
1	Execution of Agreement and Issue of Work Order	5 working days from date issue letter of acceptance
2	Supply of Palm Oil	Delivery should start Within 10 days from the date of issue Work Order. Delivery completed within 30 days from date of Work Order.

ii.The successful bidder should supply Palm Oil in 1 Litre packet form, with secondary packing in 12 pouches in cartons.

iii. The supplier shall submit the following documents at the time of giving Delivery of the consignment to the respective Delivery Points of the SIMCO.

1.Tax Invoice – 2 Originals
2.Delivery Challan
3.Way bill

iv. Supplier shall furnish a daily report to the SIMCO Head office on supply of stocks truck wise and destination wise quantity delivered through email.

v. The successful suppliers should take adequate precautions to prevent damage or deterioration during storage/transportation. He should also insure the stock during transit at his cost.

vi. The successful suppliers should deliver at his cost to the designated Delivery Points/storage place as per the supply order / indent issued by SIMCO.

vii) 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 there under, must be mentioned on each Polypropylene Bag e.g. name and full address of Palm Oil Manufacturer / Co-Operative Mill / Packer, Name of the commodity, gross weight, net weight, month & year of packing of the commodity.

viii) Assaying Report at the loading point from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India.

ix) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)

x) The successful bidder shall arrange to record gross weight on electronic weighbridge before unloading of the consignment at Delivery point. The copies of weigh bridge

receipt along with copy of invoice / Delivery Challan shall be handed over to designated official at the time of giving Delivery. Deliveries without valid documents, as mentioned will be summarily rejected and will not be accepted.

xi) 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 SIMCO will verify the documents and the assaying report.

xii) After receipt of consignment, a quality On confirming the authenticity of the consignment and after being satisfied with the quality of Palm Oil based on the assaying report submitted by the Bidder, the concerned officer directs the representative of the bidder to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

xiii) After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipts along with other documents i.e. invoice / Delivery challan, quality report and weighbridge receipts at the loading point shall be handed over to the Delivery Point Incharge.

xiv) In case of non-availability of electronic weighbridge facility in the vicinity of the Delivery location, then the Delivery point incharge shall record the gross weight of the bags on 3.5 Tonne / 4 tonne weighing scale. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

xv) Under weighment and shortages of supplied quantities if noticed by the concerned districts, to be replaced by the bidder at his own cost.

xvi) SIMCO reserves right to revise quantities awarded to supplier by ±10% or may terminate the entire contract for any month or in total. SIMCO is not liable to present any reasons for any actions thereof and will not hear any financial liability arising due to cancellation. SIMCO may also offer to extend the order quantity beyond 10% subject to consent of the miller.

xvii) The penalty will be levied for delay in Delivery or replacement of rejected stock as specified in Clause.13. Failure to comply with this clause would be treated as violation of terms and conditions of this tender and will result in forfeiture of EMD & SD.

xix) Bidders shall conduct statistical quality control on each batch of the packaged commodities and shall submit the report to the Delivery Point Incharges at the time of supply of the packaged commodities to the Delivery Points.

xx) The bidder shall supply the commodity with 100% weighment. At the time of unloading at Delivery Points the packets shall be tested/inspected.

xxi) The SIMCO will constitute teams and conduct inspections by SIMCO/ Legal Meteorology dept., /any Govt. agency/ any agency appointed by SIMCO both at the time of supply and distribution to ensure quality and quantity of supplied commodity to the beneficiaries. If any deviations found during the course of inspection, the lots will be rejected and bidder has to replace the stocks with good quality and quantity at his own cost. Failing which, the bidder shall be blacklisted for a period of two years besides forfeiture of SD.

8. EARNEST MONEY:

8.1 Every registered Participant will be provided with unique virtual account number by NeML. The registered Participant shall deposit **3.77 %** of the bid value with the NeML into the Virtual Account to participate in the proposed auctions. This payment is to be done by way of RTGS or electronic fund transfer before participating to the e- auction.

8.2 Out of the total amount of 3.77 % deposited by the bidder, an amount equivalent to 2 % of the bid vale shall be retained towards as Earnest Money Deposit (EMD) in respect of the successful bidder and the balance amount equivalent to 1.77% shall be will be deducted by NeML towards its transaction charges, inclusive of applicable GST 8.3 In case of unsuccessful bidders, the total amount so deposited shall be refunded by NeML upon withdrawal request made by the bidder through www.market.neml.in, latest by one day from the day of closure of E-Auction, subject to applicable banking and settlement processes. No transaction charges shall be deducted from unsuccessful bidders.

8.4 The amount remitted towards Earnest Money Deposit is liable to be forfeited in case if the:

a) Bidder withdraws his e-tender or backs out after acceptance.

b) Bidder withdraws his bid before the expiry of validity of the offer, the period specified in the specification or fails to remit the security deposit.

c) Bidder violates any of the provisions of these regulations contained herein.

d) Bidder revises the terms quoted during the validity period.

e) The bidder fails to sign the contract with in the stipulated time.

8.5 No interest shall be payable on Earnest Money, in any case.

9. SECURITY DEPOSIT:

i. The successful bidder upon receipt of communication regarding acceptance of bid shall arrange Security Deposit for an amount equivalent to 3% of the value of the order, obtained from Nationalized Bank only within 5 (Five) working days from the date of receipt of Letter of Acceptance, failing which the EMD will be forfeited besides cancellation of award of tender and blacklisting without any further notice. No correspondence will be entertained in this regard.

ii. In case of failure of tenderer to deposit the Security Deposit as stipulated within five working days of acceptance of his tender, further extension of ten days can be given subject to levy of interest @ 10% per annum for the delayed period on the unpaid amount towards penalty, for a maximum period of ten working days, after which period, the offer letter will be withdrawn and EMD remitted by the successful bidder will be forfeited.

iii. The EMD(2%) in NeML virtual account and Security Deposit (3%) will be released within 30 days of successful completion of the contract

iv. In the event of the Bidder's failure, after the communication of acceptance of the tender by the SIMCO within the due date, his contract shall be summarily terminated besides forfeiture of the Earnest Money and the SIMCO shall proceed for appointment of another bidder.

v. Any losses or damages arising out of and incurred by the SIMCO by such conduct of the bidder will be recovered from them, without prejudice to any other rights and remedies of the SIMCO under the Contract and Law. The bidder will also be debarred from participating in any future tenders of the SIMCO for a period of three years.

vi. The Security Deposit Bank Guarantee will be returned to the bidder on due satisfactory performance of the contract and on completion of all obligations by the bidder under the terms of the Contract and on submission of a 'No dues certificate', subject to such deduction from the Security as may be necessary for recovering the SIMCO's claims against the bidder.

vii. No interest shall be given on the security deposit to the bidder.

viii. The Security Deposit shall be furnished and maintained directly with SIMCO by the successful bidder. NeML shall have no responsibility or liability in respect of the collection, custody, release, refund or forfeiture of the Security Deposit. Any decision regarding forfeiture or release of the Security Deposit shall be the sole responsibility of SIMCO.

10. EXECUTION OF AGREEMENT:

The successful tenderer shall execute an agreement on Rs 500/- non-judicial stamp paper to fulfill the contractual obligations as specified by SIMCO immediately after remittance of Security Deposit. In the event of failure to execute the agreement, the suppliers may please note that no payments will be released for supplies made. The Earnest Money Deposit/Security Deposit amount remitted by the tenderer shall be forfeited. Further the SIMCO reserves the right to collect the consequential loss, if any sustained from such bidders on account of transport/purchase made through re-tender or in other manners and the bidders are bound to pay the same on demand. 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) 1 litre Palm Oil samples at the time of entering into Agreement.

11. OTHER CONDITIONS:

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

ii. The SIMCO 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 Delivery Points spread across the concerned district.

iii 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 SIMCO at his sole discretion may place Supply orders/indents by Letter/E-Mail.

iv. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of POIL to the designated Delivery Points. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Palm oil as per specifications prescribed should be delivered within 10 days at the SIMCO Delivery Points of the concerned district of Tamil Nadu & Puducherry from the date of final supply order issued by the SIMCO. As the stock is very urgently required and to ensure uninterrupted supply to the Public Distribution system, the SIMCO 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 SIMCO should be kept up at any cost.

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

vi. 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.

vii. Non acceptance of supply order / indents 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 two years.

viii. 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).

ix. Forfeiture of EMD/Security Deposit and criminal action shall be initiated if found at any time of contract period that the successful bidder has colluded or partnered with any blacklisted firm.

x. 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.

xi. 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 SIMCO is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender.

xii. In case of non-supply of stocks within the specified time limits as per supply order/indent, SIMCO 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.

xiii. The contract period can be extended by the Managing Director, SIMCO, at his/her sole discretion on the same rates, terms & conditions for further period as determined by the MD. The action of the MD in extending the contract shall be final and binding on the contractor and shall not be called into question.

12. <u>TERMS OF PAYMENT</u>:

i. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by SIMCO to the NeML account through electronic fund transfer. NeML will do the Settlement after deduction of TDS and GST-TCS to Successful Bidder within 03 days of receiving payment from SIMCO.

ii. 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 Palm Oil packed should be of 1 Ltr in prescribed weights, with secondary packing in carton.

iii. The payment will be released on submission of bill, complete in all respects and Quality Analysis reports from the HO Lab subject to availability of funds. The following documents shall be necessarily be submitted along with the bill.

1. Tax Invoice - 2 Originals
2. Delivery challan, duly acknowledged by the Delivery Point Incharge.
3. E-way bills
4. Delivery Point Wise Truck-wise Details. (Truck No., Invoice No, Date and Quantity) with calendar month-wise break-up.
5. Assaying Report at the loading point from any of the NABL accredited food testing laboratories as per the list notified by Food Safety and Standards Authority of India.
6. Any other relevant document issued by SIMCO HO.

iv. The payment will be directly released through Electronic Fund Transfer to the virtual Account of NeML by the SIMCO.

v. In case of increase or decrease in rates in future pertaining to any mode on the subject of this contract, the contractor shall not claim (or) demand the increase on the approved rates as per this contract agreement. The payment shall be made as per the approved rates according to this agreement only unless and otherwise ordered by the V.C. & Managing Director in specific cases and also based on the agreement terms and conditions only.

vi. In the event of any increase in rates in future at any time, pertaining of any mode on the subject of this tender any demand (or) request of tender/ contract period regarding the cancellation of tender contract by the successful bidder shall not be entertained.

vii. NeML shall deduct TDS u/s 393(*1*) [Table: Sl. No. 8(*v*)] (current applicable rate: 0.10%) under Income Tax Act, 2025 and TCS u/s 52 (current applicable rate: 0.50%) under Goods and Services Act, 2017 at applicable rates at the time of making payment to seller on final trade value. Both TDS and GST-TCS are applicable to seller. The amount deducted by NeML as tax will be deposited as per the rules of Income tax and GST, within the prescribed time limits. The deduction of tax shall be subject to change in the laws applicable from time to time.

Transaction on which TDS deducted by NeML than on such transaction buyer will not apply TDS u/s 393(*1*) [Table: Sl. No. 8(*ii*)] under Income Tax Act, 2025.

13. PENALTY ON DEFAULT:

13.1 Penalty on account of failure of Quality Parameter:

A. The SIMCO/third-party agency will assay the P. Oil supplied by the suppliers. The quality of Poil will be evaluated based on specified quality parameters. In case, the quality parameters of referred sample are found to be exceeding permissible limits/non-conformity of the given specifications, a penalty of 4% shall be imposed on the entire value of the quantity supplied by that particular truck in the district concerned.

B. In case the stocks are rejected at the designated warehouse post assaying, storage charges on non-accepted stock shall be charged @ Rs.2/- per Carton per day until the period of removal after giving grace period of 10 working days from the date of intimation of non-acceptance to the bidder over e mail or through letter communication.

13.2 Penalty on account of delay in supplies:

A) In case of non-supply of stocks within the specified time limits as per supply order/indent, to recover from the bidder penalty will be levied as under:

S.No	No of days of delay	% of value of stock so delayed
1.	7 days	0.4%
2.	Upto 15 days	1.0%
3.	16 days to 30 days	1.5 %
4.	Beyond 30 days	Termination of contract, forfeiture of Security Deposit and Black listing of supplier for a period of 6 months.

B) The entire ordered quantity of P. Oil should be supplied within the stipulated time. No extension of time will be granted for supply of Palm Oil beyond the specified date fixed. Delay in supplies beyond the stipulated time shall be treated as violation of terms and conditions of tender and penalty as mentioned in the document will be imposed.

C) 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 bidders, extension of time will be granted at the discretion of the MD.

D) Notwithstanding anything contained in the terms and conditions of this tender the Managing Director, SIMCO is the ultimate authority in deciding the recovery of penalty from the bidder(s) taking into account the stock position and future requirement of supply in the larger interest of the SIMCO.

E) In the event of failure by the bidder (s) at any stage of tender process, the EMD and Security Deposit or bills of supplied quantity will be forfeited and SIMCO may also proceed with blacklisting of the firm.

F) The MD may waive the penalty for delay in supplies on sufficient cause shown which are beyond the control of supplier.

14. VALIDITY OF BIDS:

The bids will be valid for a maximum period of **Thirty (30) Working days** from the date of conclusion of e auction. SIMCO will communicate the acceptance or rejection of the bids within the above time frame.

15. LETTER OF ACCEPTANCE (LOA):

i. The final acceptance of the Auction is entirely vested with SIMCO which reserves the right to accept or reject any or all of the Auction in full or in part after acceptance of the Auction by SIMCO the Bidder shall have no right to withdraw his Auction.
ii. The Auction accepting authority may also reject all
iii. Auction for reason such as changes in the scope of conversion, Court Orders, accidents or calamities and unforeseen circumstances.
iv. After acceptance of the Auction, SIMCO would issue Letter of Acceptance (LOA) only to the Successful Bidder(s). SIMCO also reserves the right to issue orders to more than one Bidder.

16. CANCELLATION OF AGREEMENT:-

i. The Palm Oil Bidder, if breaches any condition or clause of the agreement the SIMCO 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.

ii. 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 SIMCO then the agreement will automatically come to an end or partly continues for which the Palm Oil Bidder is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against SIMCO.

iii. If any other emergency circumstances prevailed wherein the SIMCO could not continue the contract further as per law.

17. TERMINATION OF CONTRACT:

i. The bidder has solemnly to state that neither he nor any of his partners/ Representatives have at any point of time been **BLACK LISTED** by the SIMCO or by any other Government Agency or involved in diversion of stocks or involved in case under E.C. Act or convicted by Court of Law in a criminal case and that they are not POIL suppliers. In the event the statement proves to be wrong or false at any point of time, without prejudice to other rights and remedies, the SIMCO is at liberty to terminate the Agreement forthwith and to get the work done for the un-expired period of the Agreement at the risk and cost of the bidder and / or forfeit the Security Deposit or any part thereof or sums due that may be suffered or incurred by the SIMCO due to the termination of the Agreement besides black listing of the supplier in view of the false declaration given by the Bidder whenever comes to notice of the SIMCO. The decision of the Managing Director, SIMCO is final and binding on the Bidder in this regard.

ii. In the event of the bidder being adjudged insolvent or going into liquidation or winding up his business or making arrangements with his/their creditors or failing to observe any of the provisions of this Agreement or is convicted by Court of Law in a criminal case or punished under the provisions of the Essential Commodities Act or State/Central orders issued under the said Act, or violation of any of the terms and conditions governing the contract, the Managing Director, SIMCO shall be at liberty to terminate the Agreement forthwith without prejudice to any other rights or remedies under the Agreement and to get the work done for the un-expired period of Agreement at the risk and cost of the Bidder and to claim from the Bidder any resultant loss sustained or additional costs incurred thereon.

iii. It shall be open to the SIMCO to suspend the Agreement before ordering termination of the Agreement under this sub-clause. During the period of suspension the SIMCO is at liberty to make alternate arrangements at the risk and cost of the Bidder and the Bidder is liable to make good the additional expenditure cost, etc. and the same shall be recovered from the SD.

iv. The Bidder or his representative(s) is responsible for the quality and quantity of the stocks as taken Delivery by him for transportation to the destinations as per the movement instructions issued by the Managing Director. The SIMCO shall have absolute right to suspend the Agreement at any time during the currency of the agreement, without any Notice or without assigning any reasons, if the Bidder or his representative(s) is involved in a case of diversion of stocks or under Essential Commodities Act or any other Act or convicted by Court of Law in a criminal case in the existing or in any Agreement periods of the previous years by the contractors with the SIMCO. The Bidder is responsible for any acts of his representatives, Agents, Employees including Truck owner, Driver/Cleaner of the Truck in which stocks are loaded for transportation. In other words the Bidder is solely responsible for the acts of his employees or workers engaged by him for transport or otherwise.

v. The SIMCO shall have the right to terminate the Agreement forthwith without prejudice to other rights and remedies in the event of breach of any of the terms and conditions and to get the work done for the un-expired period of the Agreement at the risk

and cost of the Contractor(s) and forfeit the Security Deposit or sums due for any damages, losses, charges, expenses or costs that may be suffered or incurred by the SIMCO due to the contractor's negligence, or un-workman like performance of any of the services under the contract. The Managing Director, SIMCO shall also have absolute right to claim from the Bidder or to invoke security deposit to recover any dues from the Contractor.

vi. In the event of suspension of the Bidder due to violation of any clauses in the agreement, all other contracts by the Bidder with the SIMCO in any District and for any commodity shall also stands suspended. All payments to the Bidder including securities under all Agreements will stand frozen. The decision of the Managing Director in this regard is final and cannot be called into question. No correspondence will be entertained in this regard.

vii. In the event of termination of the Bidder due to violation of the agreement or under any Agreement with the SIMCO, all other contracts that the Bidder has with the SIMCO in any District and for any commodity shall also stand terminated. The decision of the Managing Director in this regard is final and cannot be called into question. No correspondence in this regard will be entertained.

18. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the SIMCO nor the bidder 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 bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the SIMCO 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 bidder pleading any ground as constituting force majeure, the opinion of the management of the SIMCO on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the bidder do not amount to force majeure, then bidder shall not be entitled to plead the same and or claim any relief under this clause.

19 OBSERVANCE OF LAW:

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

20. COMPLIANCE WITH DIRECTIONS:

The bidder shall comply with the directions issued from time-to-time by the Managing Director of the SIMCO while discharging the duties under this Agreement.

21. VOLUME OF WORK:

No definite volume of work to be performed can be guaranteed during the currency of the contract. The Contract, if any, which may arise from this agreement, shall be

governed by the terms and conditions of the Contract as set out in the invitation /General Information to the Service Provider and as given in the annexure to this tender. It should be clearly understood that no guarantee is given on the volume of work.

22. DISPUTE RESOLUTION:

22.1. In case of any dispute with respect to interpretation or any other matter relating to this contract, the supplier should represent his case to the MD for resolution. Efforts will be made to resolve the issue within 15 days from date of receipt of such representation.

In case the supplier is not satisfied with the resolution of the issue or if the issue is not resolved within a reasonable time, the supplier may invoke Arbitration.

22.2 ARBITRATION:

A. All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contractor breach thereof shall be settled by mutually appointing an arbitrator in accordance with the Arbitration and Conciliation Act, 1996 along with its amendment time to time. The decision of the Arbitrator shall be final and binding on both the parties.

B. The arbitration bench shall make a reasoned award. The venue of arbitration shall be at Vellore, Tamil Nadu, India.

C. The Arbitrator's fee, expenses and all other costs and other expenses relating to the holding of arbitration shall be borne by both the parties equally. However, the fees and expenses of Advocates and expenses relating to presentation of witnesses shall be borne by the respective parties. Should the arbitrator give a specific award in respect of costs then it would prevail.

23. MISCELLANEOUS:

23.1 Amendment:

This Agreement may not be amended, changed or modified in any manner except by an instrument in writing signed by a duly authorized representative of each Party. Any Products, services and/or other items provided or performed pursuant to any type of amendment shall be deemed provided and/or performed based on all applicable provisions of this Agreement. Any Exhibits attached to this Agreement form an integral part of this Agreement and are incorporated in this Agreement by reference.

23.2 Sub-Letting of Functions:

Neither Party may assign this Agreement to a third party without the consent of the other expressed in writing.

23.3 Assignment:

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when originally

signed by both of the Parties.

23.4 Entire Agreement:

This Agreement, including any exhibits and schedules hereto, contains the entire agreement and understanding between the Parties, and supersedes any and all prior agreements, arrangements and understandings, relating to the subject matter hereof. There are no written or oral agreements, understandings, representations or warranties between the Parties other than those set forth or referred to in this Agreement. No supplement, amendment, alteration, modification or waiver of this Agreement shall be binding unless agreed to in writing by the Parties.

23.5 Independent Relationship:

This Agreement does not constitute a Party as the legal representative of the other for any purpose whatsoever. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other, unless otherwise specifically agreed upon in writing in this Agreement or any later agreement.

23.6 Waiver:

No waiver of any term, provision or condition of this Agreement shall be effective unless in writing, signed by the Party against which such waiver is sought to be enforced, and no such waiver shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement, unless specifically so stated in such written waiver.

24. INDEMNITY:

The Bidder shall defend, indemnify and hold harmless SIMCO and , including their respective directors, officers, employees and representatives, from and against any and all claims, demands, losses, damages, liabilities, penalties, fines, costs and expenses (including reasonable legal fees and expenses) arising out of or in connection with

(a) Any breach of the terms and conditions of this RFP or any contractual obligation by the Bidder;

(b) Any violation of applicable laws, rules or regulations by the Bidder;

(c) Any defect in quality, shortage in quantity, adulteration, non-conformity, delay or failure in supply or delivery of the goods;

(d) Any false, incorrect, misleading or incomplete information or documents furnished by the Bidder;

(e) Any claims, proceedings or disputes arising between the Bidder and SIMCO in relation to the underlying supply transaction; and

(f) Any negligent, fraudulent or wilful act or omission of the Bidder, its employees, agents or representatives.

The indemnity in favour of NeML shall extend to claims, proceedings, losses and expenses arising out of or in connection with the Bidder's acts, omissions, breaches or

obligations under this RFP and shall survive the expiry or termination of the tender/contract.

25. **CORRUPT PRACTICES:-**

Any bribe, Commission, advantages offered or promised by or on behalf of the Bidder to any officer/ employee/ servant of the SIMCO. then such bidders shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the bidder 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 bidder will be blacklisted for a minimum period of 2 years.**

26. JURISDICTION

All Civil suits arising under this agreement should be subject to the jurisdiction of the City Civil Courts where Head Office of SIMCO situated only.

27. NCDEX e Markets Limited (NeML) Disclaimer:-

i. The buyer and seller shall be responsible for complying with the relevant provisions of the Income tax Act, GST and all other laws, regulations, act etc. as applicable to the Buyer and Seller.

ii. Further NeML is acting only as a service provider for this e-auction services and shall not be a party to the contract between the buyer and seller and both parties acknowledge that NeML shall not be held responsible for any loss that he/she/they may suffer consequent to this e-auction.

iii. NeML will be providing platform for the purpose of e-auction. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML of any consequences resulting from this tender and further any disputes between buyer and seller shall have to be resolved mutually by the parties without any recourse to NeML. NeML shall not be responsible for any damages, losses liability etc. arising out of this e-auction. NeML will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

iv. Any bid placed using the bidder's user Id and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-auction(s) and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the e-auction(s) and is advised not to reveal it to anyone else so as to prevent misuse of the same.

v. NEML shall not be responsible for any failure of power, network, server, bandwidth problems, hosting server, internet connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Platform https://market.neml.in. In case the e-auction is not concluded/completed as scheduled for any reason whatsoever including technical reasons, NeML may, in consultation with SIMCO, reschedule the e-auctions on the same or different date on same or modified terms and conditions, details of which shall be published on NeML website.

vi. NeML will be providing platform for the purpose of conducting e-auction only and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter. Both SIMCO and buyer shall completely absolve NeML from any consequences resulting out of this tender/contract and further any disputes between buyer and seller shall have to be resolved by them as per above clauses. Both the buyer and the SIMCO 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 SIMCO except in case of gross negligence and willful default of NeML. Both the buyer and SIMCO 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 SIMCO. In case the buyer/seller makes NeML a party to the litigation, then all costs with respect to the litigation shall be borne by the Petitioner without delay or demur.

28. NEGOTIATION

SIMCO reserves the right to negotiate with L1 bidder. The SIMCO reserves the right to accept or reject any/all the bids are increase or decrease the tendered quantity / no. of experts without assaying any reason whatsoever.

We have carefully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 28 of the above Tender document.

Signature of the applicant Date:

Name: Place:

Seal:

ANNEXURE – I

Auction Schedule

Auction Date	Commodity	Quantity	Auction Time
27.11.2026	Fortified RBD Palm oil	6000 KLS	4:00 PM to 5:00PM (with unlimited extensions)

ANNEXURE – II

A F F I D A V I T

I _____ S/o _____ aged _____ years, Occupation _____ R/o _____ Dist. do hereby solemnly affirm and state on oath as follows:-

That I am the Deponent herein and well conversant with the facts of the Affidavit.

I or my partners or representatives have no past or present criminal record with the Police/Vigilance of CS Dept./ Vigilance and Enforcement Dept., Govt. of TAMIL NADU & PUDUCHERRY/Govt. of India.

I or my partners or representatives were never black-listed by the TAMIL NADU & PUDUCHERRY any Govt. Organization/ Cooperative at any time or involved in diversion of stocks or in case under EC Act or convicted by Court of law in a criminal case.

I or my partners or representatives were never blacklisted or debarred by SIMCO previously for any default in the supply of Palm Oil and has not been convicted by any court of law for any offence under any state or central government law, including the essential commodities act or any other applicable criminal law

The facts stated above are true and correct to the best of my knowledge and belief.

DEPONENT

Attestation:

The contents of the Affidavit are read over and explained to the Deponent who agreed to have understood the same, admitted being true and signed before me on this _____ day _____ month 2026. Hence attested.

NOTARY

Place:

Date:

DOCUMENT CHECKLIST				
S. No	**Particulars / Document Required**	**Mandatory**	**Submitted (Yes/No)**	**Remarks**
1	Filled and duly signed Application Form	Yes		
2	Valid FSSAI License for Edible Fortified Palm Oil issued by competent authority	Yes		
3	Valid License for Processing / Manufacturing / Storage of Fortified Palm Oil issued by competent authority (or) Valid Trade License for trading in edible oils (for Traders/Suppliers)	Yes		
4	Self-Attested copy of GST registration Certificate	Yes		
5	PAN Card copy attested by Authorized Signatory	Yes		
6	Self-attested copy of Audited Balance Sheets, Profit & Loss Accounts & Income Tax Returns for FY 2022-23, 2023-24 & 2024-25	Yes		
7	Chartered Accountant Certificate confirming Annual Turnover of minimum ₹50 Crores during FY 2022-23, 2023-24 & 2024-25	Yes		
8	Chartered Accountant Certificate confirming Average Annual Turnover of Edible Palm Oil business of minimum ₹25 Crores during FY 2022-23, 2023-24 & 2024-25	Yes		
9	Experience Certificate(s) evidencing prior supply experience, supported by relevant Purchase Orders / Supply Orders from Government Dept./Institutions of repute (Govt., Semi-Govt.)	Yes		
10	Affidavit on ₹100/- Non-Judicial Stamp Paper, duly notarized (non-prosecution, non-blacklisting & non-conviction declarations)	Yes		
11	Tender-specific Back-up Supply Arrangement Agreement from a reputed Palm Oil Processing/Refinery unit within India (restricted to one bidder per unit), with copy of its Factory License and valid FSSAI License	Yes		
12	Chartered Accountant Certificate confirming Government supply experience of minimum 6,000 KLs of Palm Oil in 1 Litre packed form in any one financial year, with supporting documents	Yes		
13	Partnership Deed / Bye-law / Memorandum of Association or Article of Association	Yes		
14	Copy of legally registered Lease Agreement (CA-certified), if premises are leased from the Processing Unit	Yes		
15	Letter of Authority / Power of Attorney authorizing the signatory	Yes		
16	Address Proof of Authorized Signatory	Yes		
17	Address Proof of the Firm	Yes		
18	Bank Account Details (IFSC Code, Branch, Address) on Letterhead, or copy of a cancelled cheque	Yes		
19	RFP Document signed on each page, confirming acceptance of all terms & conditions	Yes		