



KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LIMITED
No.16/I, 'AharaBhavan' Millers Tank Bed Area, Vasanthanagar,
Bangalore-560 052.

REQUEST FOR PROPOSAL

Empanelment of suppliers for supply of Turdal under Aksharadasoha (MDM)
Scheme of Government of Karnataka for the academic year 2020-21 under e-
procurement mode

KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LTD
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Empanelment of suppliers for supply of Turdal under Aksharadasoha Scheme of Government of Karnataka for the academic year 2020-21 under e-procurement mode.

Introduction:- The Karnataka Food and Civil Supplies Corporation (KFCSC Ltd) is a Government of Karnataka undertaking Company, registered under companies Act-1956 having its registered office at 16/I, Millers Tank Bed Area, Vasanthanagar, Bangalore-560052.

The Government of Karnataka has appointed KFCSC Ltd., as its agency for procuring various commodities for its Aksharadasoha Scheme.

The KFCSC Ltd shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd.(NeML), for conducting electronic auction system for procurement of Turdal from registered suppliers.

The KFCSC Ltd invites applications from the eligible Dal Millers/Traders for enrolment as registered suppliers for supply of **Turdal**. The procedure for enrolment and registration of suppliers, terms and conditions for supply of **Turdal** under the above scheme is detailed below:-

1.SCOPE OF WORK:-

- 1.1.** The KFCSC Ltd being the appointed agency for procurement of **Turdal** under Aksharadasoha (MDM) Scheme, Government of Karnataka proposes to procure the **Turdal** for 2020-21 academic year from the Dal Millers/Traders through e-procurement process.
- 1.2.** The requirement of Turdal under this scheme for 2020-21 academic year is approximately 36000 Metric Tons , which has to be supplied to the wholesale points of KFCSC Ltd situated at talukas of the state of Karnataka. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by respective District managers of KFCSC Ltd from time to time.

- 1.3.** Under the above scheme Turdal will be procured from the registered Dal Millers/Traders as per the eligibility criteria mentioned in Section-2.
- 1.4.** In order to facilitate Dal Millers/Traders to participate in e-procurement process, registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in section-3
- 1.5.** The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7. Such evaluation will be conducted by the third party assaying agency appointed by KFCSC Ltd.
- 1.6.** After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by respective District Managers of KFCSC Ltd to the suppliers within 15 days from date of submission of bills as per the procedure stipulated in Section-11 through NCDEX E-Markets Ltd platform to the respective account of the suppliers by electronic fund transfer.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

- 2.1** Eligibility criteria for Suppliers to apply for registration as supplier of Turdal with KFCSC for Aksharadasoha Scheme.
 - a) Individuals or partnership firm, Registered Company or Co-operative society or Dal Millers/Processors/Traders who are in operation for the last three years are eligible to apply. They should possess a valid GST registration certificate.
 - b) The eligible Individuals or partnership firm, Registered Company or Co-operative society or Dal Millers/Processors /Traders should have minimum average trade turnover of Rs Two crore (Rs.2.00 crore) in the past two years. The average trade turnover shall be computed for 2017-18 and 2018-19.
 - c) Suppliers shall not be under a declaration of ineligibility or black listed for the last Five years for any reason whatsoever as issued by Government of India or any state government or any public sector undertaking of the Government of India or any state government.
 - d) If any Entity is under declaration of Ineligibility or Block Listed, the said Proprietor / Partner/ Director of the entity who have stake in any other entity,

such Entity will not be considered for registration with KFCSC Ltd. to participate in any auction conducted by KFCSC Ltd.

3.DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION FOR Supply of Tur Dal

- 3.1** Certified and Self attested copy of the license issued under Sec-72 and Rule-76 of Karnataka Agricultural Produce Marketing & Regulation Act-1966 and Rule-1968, as applicable. In respect of other states the relevant Act / Rules shall apply.
- 3.2** Self-attested copy of **previous years (TWO years)** Audited Balance Sheet with profit- loss account.
- 3.3** Self-attested Copy of the previous years **(TWO year)** Income Tax returns with a copy of a PAN card duly certified.
- 3.4** Self-attested Copy of Certificate of registration under GST Act .
- 3.5** A declaration (Affidavit) as per the format in **Annexure-3** with seal and signature of the authorized person on Rs 100 non judicial stamp paper authenticated by the notary public shall be furnished.
- 3.6** In case of partnership firm or Co-operative or Corporate firm they should furnish a copy of the partnership deed or byelaw or Memorandum of Association certified by Chartered Accountant, as the case may be. In case of Cooperative / corporate body copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the e-procurement process should be furnished. Self-attested copy of the same has to be furnished.
- 3.7** The address proof of the authorized signatory viz latest Telephone bill/copy of valid pass port / latest electricity bill/ valid voter ID proof/ Aadhar should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.
- 3.8** Bank Account details of the firm along with address of the bank, IFS Code should be submitted on letter head of the firm duly signed by the authorized signatory. Or Cancelled Bank cheque.

- 3.9** Self attested copy of valid FSSAI license issued by the concerned authority shall be submitted.
- 3.10** One set of above self-attested documents to be enclosed along with application for registration (Annexure 1) and to be submitted to KFCSC Limited along with copy of RFP affixing signature on all the pages with seal.
- 3.10.1** For registration with NCDEX e Markets Ltd (NeML) the firm has to enclose Annexure 2 along with copy of GST registration certificate and Pan Card.
- 3.10.2** Suppliers who have renewed the membership for the year 2020-21 with NCDEX e Markets Limited need not **pay registration fee**. However, they shall pay application fee to KFCSC Limited as specified in Clause 3.13.
- 3.11** DD drawn for Rs.10000/- Plus GST @ 18 % as applicable (Total amount Rs.11800/-)in favour of "Karnataka Food and Civil Supplies Corporation Limited" Payable at Bangalore towards application fees shall be enclosed along with application for registration. Suppliers who have not renewed membership with NCDEX e Markets Limited for 2020-21, shall pay registration fee of Rs.5000/- Plus GST (Total amount Rs.5900/-) as applicable. The registration fee shall be remitted by way of electronic fund transfer in the following NCDEX e Markets Ltd (NeML) account for participation in e-auction. The details of fund transfer towards registration charges shall be mentioned in the application furnished vide Annexure-2.

NCDEX e Markets Ltd Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai

- 3.12** The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NCDEX e Markets Ltd

(NeML). Interested participants can also contact the Customer Service Group on phone numbers **(022) 48810555 /515** or Email: askus@nemi.in

3.13 Managing Director, KFCSC Limited has the sole discretion to accept, reject or keep the applications received for registration for supply of TURDAL pending in respect of above tender.

3.14 CP member of NCDEX e Markets Limited (NeML) who have renewed membership for year 2020-21 need not pay registration fees and application to NEML.

4. EVALUATION OF APPLICATION FOR REGISTRATION.

4.1 The completed applications along with relevant documents and fee / registration charges shall be submitted to the following address to reach before officer closing hours **5.30 pm dated 14^h MAY 2020.**

**Marketing Section, Karnataka Food and Civil Supplies Corporation Ltd.,
No.16/I, Millers Tank bed Area, Vasanthanagar, Bangalore-560 052.**

4.2 The KFCSC Ltd will scrutinize the applications and relevant documents submitted along with the application. The selected applicants will be enrolled as registered suppliers of Turdal under Aksharadasoha Scheme for the academic year 2020-21 by KFCSC Ltd and will be issued with registration number / user ID and password by NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.

4.3 In order to facilitate empanelment of suppliers and to encourage their participation, the applications received after 5.00 pm of dt. **14^h MAY 2020** will also be accepted for empanelment. The applications received after dt **14^h MAY 2020** will also be scrutinized on periodic basis and the eligible suppliers will be allowed to participate in subsequent e-auctions conducted if any.

4.4 Such registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd (NeML) as and when scheduled.

5. SCHEDULING OF E-AUCTIONS.

- 5.1** Based on the requirements, KFCSC Ltd will notify NCDEX e Markets Ltd (NeML) Ltd to schedule auctions on periodic basis. Further such details will be posted on the web site of KFCSC Ltd (www.kfcsc.com). Neither KFCSC Ltd nor NCDEX e Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.
- 5.2** All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document.

6.QUALITY PARAMETERS.

- 6.1** The quality parameters for Turdal will be as per specifications detailed in clause 6.3 below. KFCSC Ltd has the right to alter certain parameters / specifications and same shall be notified in the website (www.kfcsc.com) while notifying the e-auction schedule.
- 6.2** The KFCSC LTD will appoint a third-party inspection agency for assaying of Tur Dal. The quality of Tur Dal will be evaluated based on specified quality parameters as detailed below:
- 6.3** Quality specifications of Turdal -Indian Origin is as Defined below:

Sl. No.	Parameter	Tur Dal of Indian origin (Sortex graded)
1.	Tur Dal Moisture Content % (W/W)	Max 12%
2.	Tur Dal Powder Residues % (W/W)	Max 0.5 Gms
3.	Tur Dal Foreign Matter % (W/W)	Max 0.1%
4.	Damaged Discoloured (W/W)	Max 0.5%
5.	Tur Dal Broken% (W/W)	Max 2%
6.	Grains with Husk (W/W)	Max 0.5%
7.	Tur Dal Weevilled seeds (%by Count Basis)	Max 1%
8.	Tur Dal Green	Max 1%
9.	Tur Dal Sieve Test on sieving % retain between 6mm and 4mm sieves	Min 90%

*Note: KFCSC Ltd may change the specification before scheduling e-Auction and the same will be notified in the web site www.kfcsc.com.

- 6.4** The supplier is expected to ensure that the Turdal delivered to the designated warehouses of KFCSC Ltd is strictly within the time as stipulated in the supply order and adhere to the quality parameters as stipulated above.
- 6.5** The quality parameters other than those parameters mentioned in 6.3 above shall be in accordance with the specification indicated in the Food Safety and Standards Act 2006 and connected rules and free from common deleterious matter. Turdal should be of Indian origin and free from any added color and adulteration. The KFCSC Ltd., at its own discretion may get samples tested for added color/adulteration at Public Health Institute, Bangalore/CFTRI etc., The Cost of such test will be debited to supplier's account. Action will be initiated against those suppliers who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act 2006 and connected rules.
- 6.6** The Successful supplier has to give Three (3 Nos) sample packets of 250 gms each to every notified warehouse/wholesale point of the talukas of the concerned districts without fail while delivering the stocks.
- 6.7** Suppliers shall be liable for any action consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in accordance with clause-13 as detailed below. They shall keep the NCDEX e Markets Ltd. indemnified at all times in this regard.
- 6.8** 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 consequential losses/damages on account of such supplies under the scheme.

7.ASSAYING

- 7.1** The KFCSC Ltd will appoint a third-party inspection agency for assaying of Turdal. The quality of Turdal will be evaluated based on specified quality parameters as detailed in section 6 or as may be notified by KFCSC Ltd before scheduling e-auction on NCDEX e Markets Ltd Platform.

- 7.2** The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan shall be handed over to Depot Manager of KFCSC Ltd at the time of giving delivery. Deliveries without valid documents will be rejected and will not be in-warded by the concerned Depot Manager.
- 7.3** Consignment will be unloaded at the designated warehouse during working hours i.e. between 10am and 5pm only. On arrival of the consignment the Depot Manager of KFCSC Ltd will verify the documents and after confirming authenticity of the consignment directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- 7.4** The testing and certification should be carried out after unloading the consignment at the accredited warehouses of the KFCSC Ltd and warehouses of TAPCMS Ltd/ Other Nominee agencies. It is the responsibility of the supplier to ensure that the consignment is unloaded and then offered for inspection by the assaying agency. Assaying of samples has to be carried out in the presence of Depot Manager of KFCSC Ltd, representative of the supplier if present and any official as may be notified by the Government from time to time. Random samples from each load drawn by assaying agency. From the thoroughly mixed large sample, THREE representative samples of 250Gms each will be drawn and one sample of 250Gms will be assayed on the spot by the assaying agency as per the specified quality parameters. The balance TWO samples will be sealed with tamperproof lock and identification label. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration number, quantity, date/time, supplier code and serial number of assaying report will be recorded on the identification label. The label has to be properly sealed with tamperproof seal to the sample bags.

- 7.5** The Assayer will retain with him one sample, ONE samples to Depot Manager of KFCSC Limited and one sample to the representative of the supplier, if present, for retaining as control samples at unloading point. The assaying report shall also record the details mentioned in the identification label along with serial numbers of the identification label for tracking control samples as regards to point of collection, custody (supplier/assayer/Depot Manager) and stage of assaying i.e. unloading point.
- 7.6** Depot Manager, KFCSC Ltd, any official nominated by Government (if present), representative of Supplier and the assayer shall jointly sign on the assaying report
- 7.7** An independent team comprising of officials from KFCSC Ltd and the Team leader of Assaying agency shall on periodic basis draw samples and send it for evaluation to both assaying agency appointed as well as PHI/CFTRI. The findings of such analysis will be final and such stocks which are not in conformity with specified parameters shall be rejected. The payment in respect of such stocks will not be processed and Supplier will be asked to replace such stocks at his own cost. The replacement supplies will also under go assaying process as detailed in this section.
- In case if the consignment is found to be not conforming to specified quality parameters then such stocks will also be rejected. Under such circumstance's supplier will not have an option for redressal and the firm will be blacklisted for minimum period of 3 years from the date of notice issued. Apart from blacklisting Earnest Money Deposit (EMD) will also be forfeited. The Cost of such test will be debited to supplier's account.
- 7.8** The stocks which qualify the quality parameters will only be accepted by the Depot Manager of KFCSC Limited.
- 7.9** After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipt along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to Depot Manager of KFCSC Limited.
- 7.10** In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Assayer and Depot Manager/concerned official shall

measure the gross weight of the bag on the weighing scale available at the designated warehouse on a random basis and details of gross weight shall be recorded in the assaying report. Based on the recorded weights he shall arrive at the weight of the consignment.

- 7.11** Suppliers may note that after receiving each lot at the Wholesale point located at the taluka levels, the assaying will be carried out by the assaying agency in order to ensure that the consignment conforms to the quality parameters stipulated in para 6 and only such stock which pass the assaying test will be received by the Depot Manager of concerned agency. The cost of assaying will be borne by the suppliers and such costs will be deducted while making the payment for supplies made.
- 7.12** The details of cost of assaying, the name of third party agency appointed for assaying will be published in the website of KFCSC Limited for the information of registered suppliers.

8.PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX e Markets Ltd. Platform.

- 8.1.** The NCDEX e Markets Ltd after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed by the exchange. They will be allotted with member ID and password.
- 8.2.** The registered Members as approved from KFCSC Ltd, Bengaluru with member ID and password are eligible to participate in the electronic bid system i.e. e-auction.
- 8.3.** The NCDEX will schedule the auctions for each district separately based on the indent placed by the concerned District Manager of KFCSC Ltd and the e-auction calendar for each district will be published on the website of KFCSC Ltd (www.kfcsc.karnataka.gov.in)
- 8.4.** The registered suppliers shall not be intimated individually regarding the e-auctions. In addition, after every e-auction has been scheduled by KFCSC Ltd on NCDEX e Markets Ltd platform, NCDEX e Markets Ltd will send the information about the e-auction through email to each of the empaneled

member. Mere non-receipt of email will not be a valid objection for not participating in the e-auction.

- 8.5.** The registered member shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website www.kfcsc.com in their own interest, rather than depending on other mode of information sources.
- 8.6** The registered suppliers need to deposit 5% (Five per cent) of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd settlement account allotted to members entity for participating in the e auctions by way of: RTGS \ NEFT Transfer.
- 8.7** The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the settlement / EMD Account of NCDEX e Markets Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.
- 8.8** Only the EMD (Margin Money) of the lowest bidder would be blocked by NCDEX E Markets Ltd. EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX E Markets Ltd on the withdrawal request made by the bidder through **CS tracker** <https://cst.neml.in/> latest by one day from the day of close of E-Auction.
- 8.9** In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the scheduled auction closing time. There shall be maximum 3 such extensions.
- 8.10** The bidders shall place their bids online on NCDEX e Markets Ltd Platform/Exchange Platform <https://market.neml.in>, the online trading system made available by NCDEX e Markets Ltd (NEML) as per the terms and conditions of the E-Auction.
- 8.11** District wise quantity shall be put for e-Auction.
- 8.12** After successful conclusion of e-Auction, the lowest bid in respect of each lot will be considered for evaluation by KFCSC Ltd. After needful evaluation KFCSC Limited reserves the right to accept/reject the lowest bid or all the bids without

specifying any reasons. In case if lowest bid is approved for a specific lot, then the EMD amount of 5% will be retained as security deposit amount.

- 8.13** The price quoted shall be per 100 Kgs (Quintal) basis for each district wise lot and are:
- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, all applicable taxes including applicable GST, Market Fee etc. if any payable for delivery at taluka level and Transaction Charges.
 - b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at wholesale points of KFCSC Ltd at taluka level in respect of each lot for the concerned district.
- 8.14** The Bids must remain valid for minimum period of 7 days from the date of auction.
- 8.15** The KFCSC Ltd., may specify, if desired a ceiling price above which no bids may be accepted through NCDEX e Markets Ltd Platform. The reducing tick size shall be Rs. 1/- (Rupee one only)
- 8.16** During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to KFCSC Ltd. by NCDEX e Markets Ltd. The KFCSC Ltd. after evaluation of bids will communicate his recommendation regarding acceptance/rejection of the lowest bid. The result will be communicated to the successful bidder by NCDEX e Markets Ltd.
- 8.17** The final results of the E-Auction as declared by KFCSC Ltd are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blocking from further participation in the e-auctions for a period as decided by the Managing Director, KFCSC Limited. Further the Managing Director, KFCSC Limited after ascertaining the gravity of the situation and at his own discretion may initiate action to blacklist the firm for a period of three years from the date of declaration of results of e-Auction.

- 8.18** Any bid placed using the bidder's username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NCDEX E Markets Ltd, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.
- 8.19** The Bid of the lowest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by NCDEX e Markets Ltd (NeML) after getting approval from KFCSC Ltd within 7 working days of close of e-Auction. The confirmation of acceptance or rejection of lowest bid will be communicated to the successful bidder by NCDEX e Markets Ltd (NeML) by email to registered e-mail ID (As per NCDEX e Markets Ltd records).
- 8.20** KFCSC LTD & NCDEX e Markets Ltd (NeML) shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Ltd (NeML) Platform/Exchange Platform <https://market.nspot.in> In case if e-Auctions cannot be held on scheduled date due to any of above or Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on same or alternative day, the details of such date/s and time will be notified in the website www.kfcsc.karnataka.gov.in No separate communication will be sent to eligible bidders and they are advised to check the details on the above web site.
- 8.21** The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer (District Manager of KFCSC Ltd of the concerned district) to the successful bidder (hereinafter called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.
- 8.22** In case of unsuccessful bid of the supplier the margin money will be refunded the next working day by the exchange. If supplier wishes to retain the margin

the same would be allowed by the exchange and participate in the subsequent e auctions.

- 8.23** The successful bidders will be charged transaction charges of 0.5% (half per cent) of the traded value and applicable GST @ 18% on transaction charge by NCDEX E Markets Ltd and such amount will be deducted while settling the payment to the suppliers. All the registered suppliers who wish to participate on the e-auction shall comply with terms and conditions of e-auction.
- 8.24** The successful bidder will receive communication regarding acceptance of bid by the KFCSC Ltd/ NCDEX e Markets Ltd. EMD amount equivalent to 5 % (Five per cent) of the value of the order shall be retained as security deposit,
- 8.25** NCDEX e Markets Limited (NeML) is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NCDEX e Markets Limited (NeML) shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.
- 8.26** NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer (KFCSC Limited) shall completely absolve NCDEX e Markets Ltd (NeML) for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 13 below.

9. ORDER FOR SUPPLIES.

- 9.1** The shortlisted suppliers who qualify in e-auction for each lot / destination will be issued with purchase orders / indents by the concerned District Managers of KFCSC Ltd. The details of the district offices and locations is furnished vide Annexure-5.

- 9.2** The KFCSC Ltd does not guarantee the minimum quantity, which will be ordered. The District Managers of KFCSC Ltd 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 wholesale godowns spread across the concerned district.
- 9.3** Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by the District Managers of the KFCSC Ltd. The District Manager of KFCSC Ltd at his sole discretion may place Purchase orders/indents by LETTER / E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Turdal to the designated locations, Within Ten (10) days from the date of purchase order/indent by the DM's to deliver commodities indented for supply. Suppliers are bound to adhere to such delivery schedules without fail.
- 9.4** The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper with the concerned District Managers to fulfill the contractual obligations as specified by the KFCSC Ltd. The draft format of agreement will be available with the concerned District Managers and also on the website of KFCSC Ltd.
- 9.5** Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this contract.
- 9.6** EMD\SD 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 the contract. Supplier shall submit the supply completion letter issued by concerned District Managers of KFCSC Limited. Refund of EMD retained as security deposit is subject to any deductions authorized by concerned District Managers of KFCSC Limited
- 9.7** Non acceptance of purchase order / indents within five 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 (3)three years.

- 9.8** Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of EMD and blacklisting of the supplier depending on the gravity of the situation.
- 9.9** 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 EMD furnished by the qualified supplier shall be forfeited and action under the existing laws will be initiated to recover such loss. In case fresh supplies are not effected within seven (7) days as per purchase order/indent, District Manager of KFCSC Ltd is at liberty to purchase the item from other alternative sources and recover the difference of cost from the qualified supplier.

10. TERMS AND CONDITIONS OF DELIVERY.

- 10.1** The successful suppliers should take adequate precautions to prevent damage or deterioration to Turdal during storage/transportation. He should also insure the stock during transit at his own cost.
- 10.2** The successful suppliers should deliver at his cost the Turdal to the designated warehouse/storage place as per the purchase order / indent issued by District Manager of KFCSC Ltd.
- 10.3** The successful supplier should pack the Turdal net 50Kgs in new Gunny Bags of 50 Kgs capacity. All the Gunny bags should be preferably machine stitched or properly stitched with strong twine and carefully knotted and duly stenciled. The text of the matter to be printed on each GUNNY BAG bag of 50 Kg shall contain the following details.

<p>GOVERNMENT OF KARNATAKA TURDAL FOR AKSHARADASOHA SCHEME, 2020-21 NOT FOR OPEN MARKET SALE</p>
<p>SUPPLIER ID NO. \CODE.....BATCH No.....</p>
<p>DATE OF PACKING</p>

STORE IN DRY PLACE

11. TERMS OF PAYMENT.

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by respective District Managers of KFCSC Ltd to the suppliers within 15 working days from date of submission of bills with relevant documents to the respective District Manager of KFCSC Ltd. as per the procedure stipulated through NCDEX E Markets Ltd platform to the respective account of the suppliers by electronic fund transfer.

11.2 The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.

11.3 The supplier shall submit the following documents to Manager wholesale Point of concerned District:

- a) Invoice (Sales Bill)
- b) Copy of the delivery Challan
- c) Copy of the Indent placed by District Manager
- d) Copy of Assaying Report

On completion of supply to all the wholesale point of the District, the supplier shall submit the following documents to concerned District Manager of KFCSC Ltd to process for payment:

- a) Copy of wholesale wise Invoice (Sales Bill)
 1. Load wise\truck wise Delivery challan with proper serial numbers, date of delivery, Indent number with date, Name of the depot, vehicle number, name of the items and quantity delivered.
 2. If the delivery of stock is more than one truck to a particular wholesale point, the invoice should contain all the delivery note number in one invoice.
 3. Stock receipt issued by Wholesale point
- b) Assaying Report.

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

A set of documents mentioned above should be produced to District Manager on completion of delivery to the wholesale point of the concerned district. The supplier should also make an arrangement to submit a statement to the District Manager by courier or in person in the prescribed format. The supplier can thereby collect the acknowledgement on the presentation of the below duly filled format.

From: M\s.

To : District Manger – KFCSC.....

Indent number Date.....

SI No.	Invoice No.	Date	Name of wholesale points	Item	Qty supplied (in MTs)	Amount (in Rs)	Stock receipt no.	Delivery Challan NO.	REMARKS
1									
2									
			TOTAL						

Place:

Date:

Contact person name with mobile number:

11.4 The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by concerned District Managers of KFCSC Ltd through NCDEX E Markets Ltd platform

12. PENALTY CLAUSE

12.1 In case if the supplier fails to complete the supplies in time as per indent, the KFCSC Ltd reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for

procurement **of Turdal** from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation. **Black listing will be for a period of three years from the date of said order** and the agency will be barred from participating in any tender of KFCSC for that period.

In addition to this, in case of any false/wrong documents are submitted as per clause 3 of the tender document, KFCSC shall have the right to cancel the agreement.

12.2 Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of Rs.50/- (Rupees Fifty only) per day per MT for delay of five WORKING days. Any further delay in excess of five working days a penalty of Rs. 100 per day per MT will be levied for next five working days. The supplier shall promptly intimate in writing about delay in supplies indicating the reasons for such delays, at least five days in advance within the validity of purchase indent to the concerned official, namely, District Manager, KFCSC Limited. The delay in supply under no circumstances will exceed more than ten days. The extension of supply up to ten days by imposing penalty as above, will be at the sole discretion of the District Manager, KFCSC Limited. If the situation so warrants the District Manager, KFCSC Limited may direct the supplier to supply the goods within the specified delivery schedule without granting any such extension as detailed above and supplier shall promptly adhere to such delivery schedules as detailed in the purchase indent.

12.3 The Corporation may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the supplier, terminate the agreement in whole or in part.

Breach of agreement shall include, but shall not be limited to the following:

- a) The Supplier stops providing services for continuously 2(Two) days when no stoppage of service is shown on the current program and the stoppage has not been authorized by the Corporation.
- b) If the Supplier fails to perform any other obligation(s) under the agreement and terms & conditions of the tender or
- c) The Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

Notwithstanding the above, the Corporation may terminate the Agreement for any reasons of quality of Service; reduction in requirements or for any other valid reasons whatsoever.

If the Agreement is terminated the Supplier shall stop services immediately.

In the event the Corporation terminates the Agreement in whole or in part, pursuant to terms and conditions of the tender, the Corporation may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to the Corporation for any excess costs for such similar Goods. If the Supplier fails to reimburse the Corporation or such excess costs within a reasonable period, the Corporation may have recourse to the EMD retained as Security Deposit. However, the supplier shall continue performance of the Agreement to the extent not terminated.

If the supplier fails to perform the duties as laid down in this document the Corporation may also proceed with the blacklisting of the firm depending on the gravity of situation. Black listing will be for a period of **three** years from the date of said order and the agency will be barred from participating in any tender of KFCSC for that period.

13. ARBITRATION:

- 13.1** 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 Managing Director, KFCSC Limited.

13.2 In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement not resolved as per Clause 13.1, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Karnataka, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Bangalore and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996. Court situated in Bangalore to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

14. FORCE MAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Karnataka State Government's Policy, restrictions(excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/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.

We agree to the terms and conditions detailed in section 1 to 14 of the above document.

Signature of the applicant.

Name:

Seal:

Date:

**Sd/-
Managing Director**