



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 RBD Palmolein Oil Fortified
With Vitamin A & D under Aksharadasoha (MDM) Scheme of
Government of Karnataka for the academic year 2020-21 under e-
procurement mode

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INDEX

Sl.No.	Details	Sections
1	Scope of work	1.1 to 1.6
2	Eligibility/Prequalification conditions	2.1 to 2.2
3	Documents to be furnished along with application for registration	3.1 to 3.16
4	Evaluation of application for registration	4.1 to 4.4
5	Scheduling of e-auctions	5.1 to 5.2
6	Quality parameters	6.1 to 6.5
7	Assaying	7.1 to 7.11
8	Process of electronic auction system on NCDEX e Markets Ltd Platform	8.1 to 8.28
9	Order for Supply	9.1 to 9.9
10	Terms and conditions of delivery	10.1 to 10.3
11	Terms of Payment	11.1 to 11.4
12	Penalty Clause	12.1 to 12.3
13	Arbitration	13.1 to 13.2
14	Force Majeure	14
15	Application for enrolment with KFCSC Ltd	Annexure-1
16	NCDEX e Markets Ltd registration form	Annexure-2
17	Affidavit	Annexure-3
18	Agreement	Annexure-4
19	Address of District Managers	Annexure-5

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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 **RBD Palmolein Oil Fortified with Vitamin A & D** from registered suppliers.

The KFCSC Ltd invites applications from the eligible Refineries / Oil Millers /Traders /Co-Operative /Packers for enrolment as registered suppliers for supply of RBD Palmolein Oil Fortified with Vitamin A & D. The procedure for enrolment and registration of suppliers, terms and conditions for supply of RBD Palmolein Oil Fortified with Vitamin A & D under the above scheme is detailed below:

1. SCOPE OF WORK:-

- 1.1. The KFCSC Ltd being the appointed agency for procurement of RBD Palmolein Oil Fortified with Vitamin A & D under Aksharadasoha (MDM) Scheme ,Government of Karnataka proposes to procure the RBD Palmolein Oil Fortified with Vitamin A & D for 2018-19academic year from the Refineries / Oil Millers /Traders /Co-Operative / Packers through e-procurement process.
- 1.2. The requirement of RBD Palmolein Oil Fortified with Vitamin A & D under this scheme for 2020-21 academic year is approximately 96000 Kilo

Litres (100 litres) per year , which has to be supplied to the wholesale points of KFCSC Ltd situated in all the Taluka 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 RBD Palmolein Oil Fortified with Vitamin A & D will be procured from the registered Refineries / Oil Millers /Traders /Co-Operative / Packers as per the eligibility criteria mentioned in Section-4.
- 1.4. In order to facilitate Refineries / Oil Millers /Traders /Co-Operative / Packers 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.
- 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 working 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. Persons having own / leased Vegetable oil refineries / Traders or vegetable oil packers (including importers) dealing with vegetable oil in association with vegetable oil packers with following facilities are eligible to apply for registration as registered supplier with KFCSC Ltd.
- 2.2. The Vegetable oil refineries or vegetable oil packers (including importers) should be owned or leased by the registered supplier. In respect of Vegetable oil refineries or vegetable oil packers (including importers) which are leased, the lease agreement should be legally registered with the competent authority. In respect of Traders they should have back to back supply arrangement with RBD Palmolein Oil Fortified with Vitamin A & D refineries or packers. In case of such arrangement, the Refineries or

Packers who have entered into supply arrangement with Trader should meet the eligibility criteria as per Clause 2.10 and 2.11

- 2.3. The Vegetable oil refineries or vegetable oil packers (including importers) should have a minimum capacity of production of 2500 litres per day.
- 2.4. The Vegetable oil refineries or vegetable oil packers (including importers) should be owned or leased by the registered supplier should have a minimum average trade turnover of Rupees Twenty Five Crore of (Rs. 25.00 Crores) in the previous two years i.e. 2017-18 and 2018-19. The minimum average trade turnover shall be computed for 2017-18 and 2018-19.
- 2.5. The Vegetable oil refineries or vegetable oil packers or Traders (including importers) should have adequate secured storage facility to store minimum 5000 litres of vegetable Oil.
- 2.6. The Vegetable oil packers or Traders (including importers of) who have back to back supply arrangement with Palmolein Oil refineries/ packers should have proper valid license by the concerned authority for processing and/or storing of vegetable oil.
- 2.7. The Vegetable oil refineries or vegetable oil packers should have been in operation for at least past 3 (Three) years.
- 2.8. The applicant should possess valid GST registration certificate issued by concerned authorities in Karnataka.
- 2.9 The firm should not have been convicted for any offences or violation of any State or Central act such as Essential Commodities Act or any criminal offence under IPC.
- 2.10. The Vegetable oil refineries or vegetable oil packers or traders with back to back supply arrangement with refineries/oil packers shall possess a valid FSSAI license.
- 2.11. **Traders with Back to Back supply arrangement should supply the RBD Palmolein oil with Vitamin A and D only from the Vegetable Oil Refineries or Vegetable Oil Packers issued Back to Back letter for supply of RBD Palmolein oil with Vitamin A and D.**
- 2.12. **In case the traders willing to change the supply arrangement with new Vegetable Oil Refineries or Vegetable Oil Packers**

should obtain approval from KFCSC Head Office before supply with new arrangements.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION FOR OIL MILLERS AND TRADERS.-

- 3.1 The Vegetable oil refineries or vegetable oil packers or Traders (including importers) who have back to back supply arrangement with vegetable oil refineries/packers should have proper valid license by the concerned authority for processing and/or storing of vegetable oil- Attested Copy of which will have to be furnished.
- 3.2. Self attested copy of latest Audited Balance Sheet and profit / loss account for Last Two years (2017-18 / 2018-19) shall be submitted. In respect of Traders attested copy of supply agreement to be furnished.
- 3.3 Self attested Copy of the Income Tax returns of last (2017-18 / 2018-19) with a copy of a PAN card.
- 3.4 Self Attested Copy of Certificate of registration under GST..
- 3.5 A declaration 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 has to be furnished.
- 3.6 In case of partnership firm or Co-operative or Corporate, the Vegetable oil refineries or vegetable oil packers or Traders (including importers of) should furnish a copy of the partnership deed or bye law or Memorandum of Association as the case may be. In case of Cooperative / corporate firm 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.
- 3.7 In case of supplier who has entered in to lease agreement with the Vegetable oil refineries or vegetable oil packers or Traders (including importers) the copy of the legally registered lease agreement duly certified by the Chartered Accountant shall be enclosed. **Both lessor and the lessee shall also submit an affidavit as per Annexure-3.**
- 3.8 The address proof of the authorized signatory viz Telephone bill/copy of passport/electricity bill/voter ID/Aadhaar proof should be submitted along with the application. The address proof in respect of the firm shall

be either certificate of registration or certificate of incorporation issued by the concerned authority.

- 3.9 Bank Account details of the firm with address of the bank, IFSC Code should be printed on letter head of the firm or Cancelled Bank cheque .
- 3.10 Self attested copy of valid FSSAI license issued by the concerned authority shall be submitted. **In case of supplier who has entered in to lease agreement with the Vegetable oil refineries or vegetable oil packers or Traders (including importers) both Lessor and the Lessee shall also submit the FSSAI Certificate.**
- 3.11. 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 and signature.
- 3.12. For registration with NCDEX e Markets Ltd (NeML) the firm has to enclose Annexure2 along with copy of self-attested GST CERTIFICATE AND PAN CARD.
- 3.13. Suppliers who have renewed the membership for the year 2019-20 with NCDEX e Markets Limited (NEML) need not pay registration fee. However, they shall pay application fee to KFCSC Limited as specified in Clause Signature and Seal of Applicant Page 7
- 3.14. DD drawn for Rs.10000+ GST at 18% (Total amount Rs.11800/-) as applicable in favour of "Karnataka Food and Civil Supplies Corporation Limited" Payable at Bangalore towards application fees shall be enclosed along with application for registration .

OR

To deposit online the registration fee of Rs.11800/- payable to KFCSC the bank account details are as follows: The details of fund transfer to KFCSC towards registration charges shall be mentioned in the application furnished vide Annexure-1.

Account Name: Karnataka Food and Civil Supplies Corporation Ltd.

Bank Name: Canara Bank

Branch: KSFC Complex, Bangalore

Account Number: 2827201001061

IFSC Code: CNRB0002827

Suppliers who had done their registration with KFCSC by paying Rs.53000/- are exempted from paying Rs.11800/- for the Academic Year 2020-21.

- 3.15. Suppliers who have not renewed membership with NCDEX e Markets Limited for 2020-21, shall pay registration fee of Rs. 5000/- and GST at 18% (Total amount Rs.5900/-). 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.

Bank Account NCDEX e Markets Ltd., Bank Account Details :

Bank Name	Settlement Account	IFSCCODE	BRANCH NAME
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Axis Bank	004010202176820	UTIB0000004	Fort Mumbai

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@neml.in.

- 3.16. Managing Director, KFCSC Limited has the sole discretion to accept, reject or keep the applications received for registration for supply of RBD PALMOLEIN OIL FORTIFIED WITH VITAMIN A & D pending in respect of above tender.
- 3.17. **CP member of NCDEX e Markets Limited (NeML)** who have renewed membership for year 2019-20 need not pay registration fees and application. However duly signed RFP has to be submitted.

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 29.07.2020** .

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 RBD Palmolein Oil Fortified with Vitamin A & D 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 5.30 pm of dt 29.07.2020 will also be accepted for empanelment. The applications received after dt 29.7.2020 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 RBD Palmolein Oil Fortified with Vitamin A & D will be as per specifications detailed in clause 6.2 below. KFCSC Ltd has the right to alter certain parameters/specifications and same shall be notified in the website (www.kfcsc.karnataka.gov.in) while notifying the e-auction schedule.
- 6.2 Palmolein means the liquid fraction obtained by fractionation of Palm Oil obtained from the fleshy mesocarp of fruits of oil Palm (*Elaeis Guineensis*) tree by the method of expression or solvent extractions. It shall be clear, free from rancidity, suspended or other foreign matter separated water, added coloring standards namely.

SPECIFICATION FOR RBD PALMOLEIN OIL FORTIFIED WITH VITAMIN A & D

SL No.	Parameter	Range	
01	Butyro - refractometer Reading at 40 degree Celsius	43.7 -52.5	
	or Refractive Index at 40 degree Celsius	1.45550-1.4610	
02	Iodine value (Wij's method)	54-62	
03	Saponification Value	195-205	
04	Cloud point	Not more than 18 Degree Celsius	
05	Unsaponifiable matter	Not more than 1.2 percent	
06	Acid value	Not more than 0.5 per cent	
07	FFA	Not more than 0.25 percent	
08	Moisture	Not more than 0.10 percent	
09	Argemone Oil	Negative	
10	Vitamin -A	Minimum level of Nutrient	Source
		25 IU per gram of Oil	RetinylAcetate, Retinyl palmitate and Retinyl propionate
11	Vitamin - D	Minimum level of	Source

		Nutrient	
		4.5 IU per gram of Oil	Cholecalciferol, Ergocalciferol

- 6.3 The supplier is expected to ensure that the RBD Palmolein Oil Fortified with Vitamin A & D 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.
- 6.4 The quality parameters other than those parameters mentioned in 6.1 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. 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. Signature and Seal of Applicant Page 10 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.
- 6.5 The Successful supplier has to give Three (3 Nos) sample packets of 250 ml each to every notified warehouse/wholesale point of the talukas of the concerned districts without fail while delivering the stocks.
- 6.6 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.
- 6.7 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 Assaying Report has to be obtained 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.**
- 7.2 The quality of RBD Palmolein Oil Fortified with Vitamin A & D will be evaluated based on specified quality parameters as detailed in section-6. The KFCSC Ltd may collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories. The results of such testing will be final and binding on the suppliers. Suppliers may note that the cost of assaying will be borne by them and such costs will be deducted while making the payment for supplies made.
- 7.3 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice /delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure 8 shall be handed over to Depot Manager of KFCSC Ltd under copy to the concerned district manager at the time of giving delivery. Deliveries without valid documents will be rejected and will not be in-warded by the concerned Depot Manager.
- 7.4 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 Depot Manager of Signature and Seal of Applicant Page 11 KFCSC Ltd will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of RBD Palmolein Oil Fortified with Vitamin A&D on the assaying report, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.
- 7.5 After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice/delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the Depot Manager of KFCSC Ltd.
- 7.6 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Depot Manager shall record the gross

weight of the **10 litre pouches** on a random basis and also weight of the pouches with oil on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment.

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.karnataka.gov.in 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 Liters (Kilo Liters) basis for each district wise lot and are:**
- a) Inclusive of all incidental expenditure, transaction charges, all applicable taxes including SGST, GST, Market Fee etc. if any payable for delivery at taluka level.
 - 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.neml.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 RBD Palmolein Oil Fortified with Vitamin A &

D to the designated locations, Within Ten (10) working days from the date of purchase order/indent. 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/SD 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 three years.
- 9.8. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of EMD\SD 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 \SD 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 RBD Palmolein Oil Fortified with Vitamin A & D 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 RBD Palmolein Oil Fortified with Vitamin A & D 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 RBD Palmolein Oil Fortified with Vitamin A & D in 110 micron thickness polythene leak proof pouch containing oil measuring one litre in volume and **910 grams by weight.** Such 10 pouches shall be packed in 5 ply virgin carton / corrugated box. The text of the matter to be printed / pasted on each carton box shall contain the following details.

GOVERNMENT OF KARNATAKA RBD Palmolein Oil Fortified with Vitamin A & D FOR AKSHARADASOHA SCHEME, 2020-21 NOT FOR OPEN MARKET SALE
SUPPLIER ID NO. \CODE.....BATCH No.....
DATE OF PACKING
STORE IN DRY PLACE

Best Before SIX Months from the date of packing

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.....

Sl 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 Bank Account NCDEX E Markets Ltd platform which in turn will release the same to the respective suppliers.

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** RBD Palmolein Oil Fortified with Vitamin A & D 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 Kilo Litre (1000 LITERS) for delay of five days. Any further delay in excess of five days a penalty of Rs. 100 per Kilo Litre (1000 Liters) will be levied for next five 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**

ANNEXURE-1

**APPLICATION FOR EMPANELMENT AS SUPPLIER OF RBD Palmolein Oil
Fortified With Vitamin A & D UNDER AKSHARADASOHA SCHEME FOR THE
YEAR 2020-21.**

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

1. Name & Address of the applicant/firm	
2. Office Address (Registered Office) a) Telephone No. b) Mobile No. c) E-mail address d) Name of the contact person e) Mobile no.	
3. Factory Address(as applicable) a) Tel..... b) Fax.....	
4. Year of establishment of firm	
5. Permanent Income Tax A/c No. (PAN No.)	

<p>6. a) GST number & date (as applicable)</p>	
<p>7. Nature of firm</p> <p>a. If Partnership firm Name & Address of all Partners</p> <p>b. If Registered under Companies Act, Name of the Chairman and Managing Director with full address</p> <p>c. Name & Address of Proprietor If Proprietor concern.</p>	
<p>8. Whether the applicant has owned or leased Refinery or supply arrangement with Refinery? Please specify.</p> <p>a. Own Refinery</p> <p>b. Leased Refinery</p> <p>Supply arrangement with Refinery</p>	
<p>9. NEFT / RTGS remittance details towards registration fee give details of payment.</p> <p>a) NCDEX e Markets Ltd Rs 5000 + GST @ 18 %</p> <p>b) DD of Rs.10000/- +GST @ 18 % drawn in favour of Karnataka Food and Civil Supplies Corporation Limited, Payable at Bangalore</p>	
<p>10. Annual Turnover (in Rs Lakhs)</p> <p>a) 2018-19</p> <p>b) 2019-20</p>	
<p>11. Quantity of Pamloien traded (in MTs)</p> <p>a. 2018-19</p> <p>b. 2019-20</p>	

12. Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)	
13. USER ID (for the existing member) issued by NeML	

I hereby agree to abide by terms & conditions stipulated vide Clause 1 to 14 for empanelment as Supplier of RBD Palmolein Oil Fortified With Vitamin A & D. The duly signed terms and conditions of RFP document for supply of RBD Palmolein Oil Fortified With Vitamin A & D is enclosed to this application along with relevant documents.

**Date:
Supplier
Place:**

**Name & Signature of the
Address & Seal**

ANNEXURE – 2

**NCDEX E MARKETS LTD REGISTRATION FORM RBD PALMOLIEN OIL FORTIFIED
/ITH VITAMIN A & D E AUCTION PARTICIPATION UNDER MDM SCHEME 2020-21**

1. Name of Applicant:

2. Constitution:

- Individual**
- Sole Proprietorship**
- Partnership Firm**
- Corporate Pvt. Ltd.**
- Corporate - Public Ltd - Listed**
- Corporate - Public Ltd - Unlisted**
- Cooperative Society**
- Others - Please Specify**

3. Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership Yes No

PAN No. / TIN No.

Yes

0

**5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/
Proprietor/ Partner
(As per Form CP-2)**

Name

Address

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Designation	<input type="text"/>

6 . Name of Stock / Commodity exchange/s on which applicant is a Member.

Exchange Name1

Exchange Name2

Exchange Name3

**None (if none, please tick
checkbox)**

Authorized Signatory/ies Details

Name

Address

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Designation	<input type="text"/>

8. Address of Registered Office / Communication address

Address

City	<input type="text"/>
Pin	<input type="text"/>
Tel. No.	<input type="text"/>
Mob. No.	<input type="text"/>
Fax. No.	<input type="text"/>
Email ID	<input type="text"/>
Contact Person Name	<input type="text"/>
Contact Person No. & Job	<input type="text"/>
Designation	<input type="text"/>

9. Name & Address of the Bankers with facilities enjoyed if any

A) Bank Name & Address

B) Account No.

C) Account Type

**RE: {Please provide a certificate from Bank mentioning that account/s is being
rated satisfactory & Authentication of signatures of all authorized persons
rating account/s}**

11. (A) Name & Address of APMC in which the member is registered:

12. (B) Registration No. & Date/ License No., Date & Type:

Declaration:

- ❖ I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving

fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.

- ❖ I/ we hereby state that the above mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- ❖ I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for registration of **RBD Palmolein Oil Fortified With Vitamin A & D** e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.

Affix Passport size
photograph of the
Signatory

Affix Passport size
photograph of the
Signatory

Signature, Name and seal

Signature, Name and seal

ANNEXURE - 3

(On Rs 100 Non Judicial Stamp Paper)

I, (name of deponent), aged-____, (Partner / Director / Proprietor) of (name of Supplier/Firm/co-operative Society/Corporate), do state on oath and solemnly affirm as follows:

1. That I am the Authorized Signatory of (name of bidder) (hereinafter referred to as "Supplier"), willing to empanel as supplier of RBD Palmolein Oil Fortified With Vitamin A & D to Notification No Dated:..... for the year 2020-21 under Aksharadasoha Scheme of Government of Karnataka 2020-21, I am filing present affidavit, on behalf of aforesaid supplier.

2. I state that M/s..... (name of supplier), which has submitted application for empanelment of supplier of RBD Palmolein Oil Fortified With Vitamin A & D pursuant to above tender notification, has all the facilities to accomplish the task prescribed in the tender document as per the terms and conditions thereof.

3. I further state that M/s..... (name of supplier) was not prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law and not black listed by any organization or Government for non-performance of contractual obligation for last Five Years

4. I ----- not the member Proprietor / partner / Director in the Entity of BLOCK LISTED Entity.

4. I state that all the details and particulars furnished in the application for empanelling as supplier of RBD Palmolein Oil Fortified With Vitamin A & D are true and correct to my knowledge. The certificates and other documents submitted are true copies of the original and particulars shown in those

documents and certificates with regard to concerned supplier are true and correct.

5. In case any particular or details given in aforesaid bid is found to be inaccurate or incorrect or the certificate or any documents furnished by the concerned supplier is found to be fabricated and not genuine, either on inspection by Authorized Personnel of KFCSC Ltd or on the basis of information received through other sources, I understand that our empanelment as supplier of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha Scheme of Government of Karnataka for the year 2020-21 will be liable to be rejected and in case order for supply is given, the same will be liable to be rescinded and the same will be without prejudice to any other consequences to which the concerned supplier will be exposed for misrepresentation and misleading KFCSC Ltd

Signature of Authorized person

Name and Seal with address

Deponent

Annexure-4

Agreement

This Agreement made this day of..... between the District Manager District, Karnataka Food & Civil Supplies Corporation Ltd., registered under the Companies Act 1956, having its District Office at..... (Hereinafter called the 'District Manager') which term shall mean and include his successor in office of the first part and M/s.

_____a
proprietorship concern/partner of the firm/Co-operative society/company represented by Sri _____in the capacity of _____hereinafter called the 'supplier', which term shall mean and include his legal heirs, successors, executors and assigns of the other part, witnesses as follows:

Whereas the Corporation has taken the decision of enrolling suppliers for supply of RBD Palmolein Oil Fortified With Vitamin A & D for the year 2020-21, by inviting request for enrolment vide Notification. No. -----

----- And whereas the supplier has participated in the e-auction in accordance with the terms and conditions specified in the "REQUEST FOR PROPOSAL- Empanelment of Suppliers for Supply of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha (MDM) Scheme of Government of Karnataka through NCDEX e Markets Ltd. for the academic year 2020-21" and agreed to perform duties and services hereinafter described under the terms and conditions mentioned below and the Corporation has enlisted M/s.....as

'supplier' subject to all the terms and conditions stipulated and provided herein below:

It is hereby agreed between the parties as follows:

01. The terms and conditions mentioned in the "REQUEST FOR PROPOSAL - Empanelment of Suppliers for supply of RBD Palmolein Oil Fortified With

Vitamin A & D under Aksharadasoha Scheme of Government of Karnataka through NCDEX e Markets Ltd. For the academic year 2017-18”

No. KFCSC Notification No.....datedregarding e-auction of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha Scheme, application forms, documents form the part and parcel of this agreement and binding on the parties.

02. The registered supplier is selected as L-1 rate supplier and has deposited an amount equivalent to 5% (Five per cent) of the value of the order as EMD which has been retained as security deposit. The amount retained as Security Deposit will be returned on request upon completion of the supply of RBD Palmolein Oil Fortified With Vitamin A & D in accordance with the quantity, quality and delivery schedule specified in the indent / purchase order issued by KFCSC Ltd or the extended period, if any, subject to satisfactory performance or execution of the indent / purchase order.
03. The District Manager does not guarantee the minimum quantity, which will be ordered for supply. The District Manager reserves the right to order only such quantity as may be necessary and the supplier is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid for.
04. It is agreed between the parties that ten (10) days' time would be normally allowed for supply of quantity indented. However, the conditions mentioned in RFP will apply mutatis mutandis specifying the delivery period while placing the indent / purchase order. Supplier shall supply and adhere to time schedule, failing which penalty will be levied as detailed in clause-8 under this agreement.
5. Quality Parameters:
 - 5.1 The quality parameters for RBD Palmolein Oil Fortified With Vitamin A & D will be as per specifications detailed in clause 5.2 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.

5.2. Quality specifications of RBD Palmolein Oil Fortified With Vitamin A & D as Defined below:

SL No.	Parameter	Range	
01	Butyro – refractometer Reading at 40 degree Celsius	43.7 –52.5	
	or Refractive Index at 40 degree Celsius	1.45550-1.4610	
02	Iodine value (Wij’s method)	54-62	
03	Saponification Value	195-205	
04	Cloud point	Not more than 18 Degree Celsius	
05	Unsaponifiable matter	Not more than 1.2 percent	
06	Acid value	Not more than 0.5 per cent	
07	FFA	Not more than 0.25 percent	
08	Moisture	Not more than 0.10 percent	
09	Argemone Oil	Negative	
10	Vitamin –A	Minimum level of Nutrient	Source
		25 IU per gram of Oil	RetinylAcetate,Retinylpalmitate and Retinyl propionate
11	Vitamin – D	Minimum level of Nutrient	Source
		4.5 IU per gram of Oil	Cholecalciferol,Ergocalciferol

5.3. The supplier is expected to ensure that the RBD Palmolein Oil Fortified With Vitamin A & D 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.

5.4. The quality parameters other than those parameters mentioned in 5.1 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. RBD Palmolein Oil Fortified With Vitamin A & D should be of Indian origin and free from any added colour and adulteration. The KFCSC at its own discretion may get samples tested for added colour/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.

The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and connected rules

- 5.5. 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.
- 5.6. 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.
- 5.6 The Successful supplier has to give 3 packets of 250 gms each sample packets to RBD Palmolein Oil Fortified With Vitamin A & D to each godown of the taluk of the concerned districts while delivering the stocks without fail.

6. PRICE PER QUINTAL FOR SUPPLY OF RBD Palmolein Oil Fortified With Vitamin A & D BY THE SUPPLIER

- 6.1 The price quoted shall be per quintal basis for district wise lots and is:

Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST if any payable for delivery at taluka level.

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.

6.2 The Bids of all Bidders who have participated in the E-Auction must remain valid for minimum period of 7 (seven) days from the date of auction.

6.3 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. Cost of assaying as detailed in clause 7.8 of "Request for proposal-Empanelment of suppliers for supply of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha (MDM) Scheme of Government of Karnataka for the academic year 2017-18 under e-procurement mode"(RFP)

6.4 The Supplier has agreed to supply RBD Palmolein Oil Fortified With Vitamin A & D to the destinations mentioned in the supply order at the rate, quality and quantity as detailed in indent / purchase order issued by District Manager KFCSC Ltd and quality as mentioned in RFP.

SLNo	Indent / Purchase order No. & Date	Name of the District	RBD Palmolein Oil Fortified With Vitamin A & D rate per 100 liters in Rs.	Total Quantity in MTs.

6.5 In case the supplies are not effected within 10 days as per indent/purchase order the District managerdistrict KFCSC Ltd is at liberty to purchase the item from any other alternative source and recover the extra cost if any, from the supplier and initiate action as detailed in para 9.8 and 9.9 of RFP.

07. PAYMENTS:

7.1 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 as per the procedure stipulated in Section-11 of "REQUEST FOR PROPOSAL Empanelment of Suppliers for supply of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha Scheme of Government of Karnataka through NCDEX e Markets Ltd. for the academic year 2017-18" through NCDEX E Markets Ltd platform to the respective account of the suppliers by electronic fund transfer.

7.2 The following deductions will be effected while processing the bill of the supplier for payment.

7.2.1. Weight of the empty gunny bag to arrive at net weight of quantity of RBD Palmolein Oil Fortified With Vitamin A & D supplied.

7.2.2. Transaction charges levied by NCDEX e Markets Ltd., at the rate of half per cent on the value of the RBD Palmolein Oil Fortified With Vitamin A & D supplied by the supplier.

7.2.3. Cost of assaying charges levied by third party inspection agency.

8. PENALTY CLAUSE:

8.1 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 RBD Palmolein Oil Fortified With Vitamin A & D from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD retained as security deposit 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.

- 8.2. 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 days. Any further delay in excess of five days a penalty of Rs. 100 per day per MT will be levied for next five 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.
- 8.3 Any clause or clauses or part of the clause/clauses of this contract may be revised during the currency of this contract, when considered necessary by the District Manager of.....district of KFCSC Ltd after obtaining necessary approvals from Head office of KFCSC Ltd.
- 8.4 In case the appointed suppliers fails to fulfill the obligation of contract by not supplying the indented goods within the stipulated time or violates any condition or partial violation of the terms and conditions or fails to give agreement with in the stipulated time, he is liable to be placed under "BLACK LIST" in addition to forfeiture of the EMD\SD and any consequential damage / loss to the Corporation will be recovered from the supplier.
- 8.5 The District Managerdistrict KFCSC Ltd with prior necessary approvals from Head Office KFCSC Ltd may alter certain clauses, terms and conditions of the agreement. However in such cases the supplier will be consulted before revising such clause/clauses, if necessary.
- 8.6 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of Adulteration in the goods supplied. Without prejudice to the right of the Corporation to proceed

against the supplier legally for recovery of loss or damages on account of breach of contract.

- 8.7 The supplier shall adhere to the provisions of relevant act and rules thereupon in connection with supply of RBD Palmolein Oil Fortified With Vitamin A & D . Any deviation to terms and conditions of delivery as specified in clause 10 of RFP would attract penalty and action as per the rules.
- 8.8 The District Manager.....district KFCSC Ltd reserves the right to terminate the contract, during the period of the agreement, with three days notice, for breach of any terms and condition of this agreement or due to change in the policy guidelines of either the Government of Karnataka or KFCSC Ltd.
- 8.9 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.
- 8.10. 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 12 below.

9. TERMINATION.

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 programme 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 stipulated in the RFP, 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 the Corporation may also proceed with the blacklisting of the firm depending on the gravity of situation.

10. CONDITIONS REGARDING REJECTION OF MATERIALS.

10.1 If the supplies are not in conformity with the specification prescribed as per clause -5 of this agreement, such materials are liable to be rejected. The suppliers may note that as per clause-7 of "Empanelment of suppliers for supply of RBD Palmolein Oil Fortified With Vitamin A & D under Aksharadasoha Scheme of Government of Karnataka for the academic year 2017-18 under e-procurement mode" assaying will be carried out at the unloading point and if the quality of RBD Palmolein Oil Fortified With Vitamin A & D fail to comply with the specifications as per the report

submitted by the third party inspection agency, the material offered for inspection will be rejected. In such an event the supplier will be called upon to offer alternative lots for inspection and certification.

10.2 In the event supplier failing to make good the rejected stocks or offer alternate lots which qualify the specifications, the EMD (Margin Money) will be forfeited and action will be initiated to recover further loss, if any.

10.3 In case if fresh supplies or not effected against rejected lots within 7 days, the Corporation is at liberty to purchase the item from any other alternative source or through re-auction and recover the extra cost if any, from the supplier apart from forfeiture of EMD (Margin Money) furnished by the supplier.

11. FORCE MAJEURE:

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

12. ARBITRATION:

12.1. 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.

12.2. In 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 12.1, 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.

In witness, whereof the parties hereto have set their hands on the day and date herein before mentioned in the presence of:

(Signature)

DISTRICT MANAGER

KFCSC Ltd,

.....District with Seal

Signature of the Supplier

Name and Address

Seal,

WITNESS:

1. Signature

Name and address

2. Signature

Name and address

ANNEXURE -5

KARNATAKA FOOD AND CIVIL SUPPLIES LTD. BANGALORE DISTRICT OFFICE ADDRESS

DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Kanti Building, Opp: Lions School, Kerudi Hospital Road,BAGALKOT	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., D.M-NORTH OFFICE ' N.G.G COMPLEX., YESHWANTHPUR,	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., (BANGALORE SOUTH NO 67\1, Kadirahalli, BANASHANKARI 2nd
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<p>- 587101</p>	<p>BANGALROE -560 0 22 (BANGALORE NORTH IRA)</p>	<p>stage BENGALURU 56,0070 . (BANGALORE SOUTH, SOUTH IRA AND BANGALORE RURAL DISTRICT ADMIN OFFICE)</p>
<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., KARNATAKA HOUSING BOARD COMPLEX 1ST FLOOR MAHANTESH NAGAR MALA MARUTI EXTENSION BELGAUM 590 017</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 2ND FLOOR, BUDA BUILDING KEREKATTA, MODHI CIRCLE, NEAR MODHI TALIKES, BELLARY-593 101</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Aahar Bhavan" Mailoor, Bidar-585403.</p>
<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., NEAR N.G.O'S GUEST HOUSE, D.C. OFFICE COMPOUND BIJAPUR 586 101. (NEW NAME; VIJAYAPURA)</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 3RD FLOOR ZILLA ADMINISTRATIVE BHAVAN .OFFICE CHAMARAJNAGAR- 571 313.</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Mallegowda Complex , M.G.Road II cross, Chikmagalur-577 101</p>
<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., NO.10, PRGAGATHI NILAYA, KSRTC BUS DEPOT ROAD, KELEGOT, CHITRADURGA 577 501</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., No.K-223/1 Bazar Road Cross, 4th Division, CHIKKABALLAPURA. 562 101</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Ahara Bhavana' # 506'C' Block, Devaraj Urs Layout, DAVANAGERE - 577 006.</p>
<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 8TH CROSS LAXMI NAGAR, BEHIND MODERN HALL, DHARWAD-580 004</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Karnataka Housing Board, 1st Floor, Laxmeshwar Road, GADAG - 582 103</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., K.H.B.PLAZA OPP CENTRAL BUS STAND GULBARGA(NEW NAME: KALABURGI) 585 103</p>
<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD &</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD &</p>	<p>DISTRCT MANAGER, M\S. KARNATAKA FOOD &</p>

CIVIL SUPPLIES CORPORATION LTD., CHANDHANA COMPLEX, 1ST FLOOR, HARSA MAHAL ROAD, HASSAN	CIVIL SUPPLIES CORPORATION LTD, C/o VV Kumbar, Veerabhdreswara Prsanna, Vidyanager, West II Cross, Back side of MORE shopping, Haveri-581110.	CIVIL SUPPLIES CORPORATION LTD., OLD DISTRICT OFFICE Compound Karwar-581 301 UTTAHARA KANNADA DIST.
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DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., District Administrative Building, Firsst Floor, Hospet Road, Koppal – 583231	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., NO.1170, HOSABEEDI, ITTIGEGUD, INDIRANAGAR,MYSORE 570 010 (MYSORE DISTRICT & KODAGU DISTRICT)	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., D . C OFFICE PREMISES, MANDYA-571 401
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DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 3RD FLOOR, RASIK CHAMBERS, MARKET ROAD, HAMPANAKATTE, MANGALORE 575 001. (DAKSHINA KANNADA DIST & UDUPI DIST)	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., NO.1170, HOSABEEDI, ITTIGEGUD, INDIRANAGAR,MYSORE 570 010	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 1-11-530, M- 103, NIJALINGAPPA COLONY, RAICHUR
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DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., NELAMAHADI, KANDAYA BAVAN, OPP; POLICY BAVAN, B.M. ROAD, RAMANAGARA 562 159	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., Beside Excise Dept., DC Office Compound, SHIMOGA – 577201	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., D.C. OFFICE COMPUND, TUMKUR 572 101
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DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., MANGALORE (DAKSHINA KANNADA DIST)	DISTRCT MANAGER, M\S. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD., 5-1-275\43A, BALCHED COMPLEX CHITAPUR ROAD, YADGIR 585 202	
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