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REQUEST FOR PROPOSAL

**Empanelment of suppliers for supply of Refined and
/ or Cane Sugar under Public Distribution Scheme of
Government of Karnataka through Food, Civil
Supplies & Consumer Affairs Dept. for the year
2014-15 under
e-procurement mode**

**FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS DEPT,
8, CUNNINGHAM ROAD, SAHAKARA BHAVAN,
BANGALORE- 560052.**

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**Empanelment of suppliers for supply of Refined and/or Cane Sugar under
Public Distribution Scheme of Government of Karnataka through Food,
Civil Supplies & Consumer Affairs Dept. for the year 2014-15 under
e-procurement mode.**

INTRODUCTION

- a) Food, Civil supplies & Consumer Affairs Dept, Government of Karnataka. Hereinafter called as FCS&CA Dept., is responsible for providing food security and ensuring availability of food grains at subsidized prices, particularly to the poorer section of the society distributed through public distribution system, as well as promoting the welfare of the consumers. The department also has the responsibility of implementing the Essential Commodities Act 1955 both central and state acts.
- b) The FCS & CA Dept shall follow e-procurement/e-tender mode and has entrusted the same to NCDEX Spot Exchange Ltd., for conducting electronic auction system for procurement of Refined and/or Cane Sugar from registered suppliers.
- c) The FCS & CA Dept. has invited applications from the eligible Sugar Mills, Traders and Processors for enrolment as registered suppliers for supply of Refined and/or Cane Sugar. For the purpose of scrutiny of applications, registration of the suppliers, placement of purchase indents, entering into agreement with the qualified suppliers, and processing of payments, the Commissioner, FCS & CA Dept., has authorized the Karnataka Food and Civil Supplies Corporation Ltd. hereinafter called as KFCSC Ltd.
- d) The procedure for enrolment, registration and terms and conditions of supply under the above e-procurement for supply of Refined and/or Cane Sugar is detailed below:-

1. SCOPE OF WORK

The FCS & CA Dept. being the appointed agency for procurement of Refined and/or Cane Sugar under Public Distribution Scheme proposes to procure the Refined and/or Cane Sugar for 2014-15 from the Sugar Mills, Traders and Processors through e-procurement process.

The requirement of Refined and/or Cane Sugar under this scheme for 2014-15 is approximately **3,10,000** quintals. The list of district wise requirement of approximate quantity of the Refined and/or Cane Sugar required for each month may be seen in **Annexure-1**. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by respective District Managers of KFCSC from time to time.

Under the above scheme Refined and/or Cane Sugar will be procured from the registered Sugar Mills, Traders and Processors as per the eligibility criteria mentioned in Section-2.

1.4 In order to facilitate Sugar Mills, Traders and Processors to participate in e-procurement process, registration with NCDEX Spot Exchange Ltd is mandatory. The procedure for registration with NCDEX Spot Exchange Ltd is detailed in section-3

The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7.

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 or TAPCMS, as the case may be, to the suppliers within 10 working days from date of submission of bills as per the procedure stipulated in Section-11 through NCDEX Spot Exchange platform to the respective account of the suppliers by electronic fund transfer.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS

2.1 Persons having own / leased Sugar manufacturing unit with following facilities are eligible to apply for registration as registered supplier with the Karnataka Food and Civil Supplies Corporation (KFCSC). The traders/processors that are trading in Sugar are also eligible to apply for registration subject to fulfilling certain criteria specified below.

2.2 The Sugar Manufacturing Unit/s should be owned or leased by the registered supplier. In respect of Sugar Manufacturing Units which are leased, the lease agreement should be legally registered with the competent authority.

2.3 The Traders/processors/Brokers should have valid Excise (if applicable), VAT and State / Central Sales Tax registration issued by concerned authorities. They should be in operation for past two years.

2.4 The Sugar Manufacturing Units, Traders/Brokers and Processors should have adequate secured storage facility to store minimum 250 Metric Tonnes of Refined and/or Cane Sugar.

2.5 The Sugar Manufacturing Units should have proper valid license by the concerned authority for manufacturing/processing and storing of Sugar. In respect of Traders/Brokers relevant storage license if any, shall apply.

2.6 The Sugar Manufacturing Units should have been in operation for at least past two years. They should possess valid Excise, VAT and State / Central Sales Tax registration issued by concerned authorities.

2.7 The firm/applicant should not have been convicted for any offences or violation of any State or Central act such as Essential Commodities Act etc or any criminal offence under IPC.

2.8 KFCSC Ltd reserves the right to accept or reject or keep the approval pending in respect of all applications received for enrolment as eligible suppliers of Sugar under e-Procurement mode. Such of those applicants who have not fulfilled the eligibility criteria for enrolment or failed to perform the assignments, directives as mandated either by FCS & CA Dept. or KFCSC Ltd or Government of Karnataka for current/previous year will not be considered and kept pending until such time the applicant submits the necessary documents, proof of performance, adherence to directives as the case may be.

2.9 The suppliers who have already registered with KFCSC Ltd and NCDEX Spot Exchange Ltd for supply of sugar vide notification No. KFCSC/PRO/PDS/SUGAR/NCDEX/2013-14/ Dt: 10.10.2013 are eligible to participate in this tender. They need not submit the application form afresh for this tender. However they shall submit the Annexure-4A regarding the details of distances in KMs from their works/warehouse to the respective districts where delivery of sugar is proposed, for the purpose of computation of transport costs. By participating in this tender they shall abide by all the terms and conditions detailed in this tender

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION

3.1 The Sugar Manufacturing Units should have proper valid license by the concerned authority for manufacturing/processing and storing of Sugar- Copy of which will have to be furnished. In respect of Traders/Brokers and processors a valid trading license as may be applicable for trading in Sugar/Food grains, a copy of which may be submitted.

3.2 Attested copy of audited balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant if it is a own manufacturing unit. In case of a leased unit, the above documents of both the entities i.e. lessor and lessee will have to be furnished. In respect of Traders/Brokers and Processors attested copy of balance Sheet and profit / loss account for past two years duly certified by Chartered Accountant shall be submitted.

3.3 Applicants shall submit attested copy of the Income Tax returns of last two years with a copy of a PAN card attested by authorized signatory.

3.4 Attested copy of Certificate of registration under Excise, VAT, State / Central Sales Tax Act, Service Tax Act as applicable.

3.5 An affidavit as per format in Annexure-6 regarding

3.5.1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

3.5.2. Not having been black listed by any organization or Government for non-performance of contractual obligation.

3.6 In case of partnership firm or Co-operative or Corporate, the Sugar Manufacturing Units, Trading/Broking firms and processing units should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Co operative / corporate body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.

3.7 In case of supplier who has entered in to lease agreement with the Sugar Manufacturing Units 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 clause 3.5. In case of Trader/Broker who has entered into trading agreement/arrangement with a Sugar Manufacturing Unit copy of the relevant document shall be furnished.

3.8 The Sugar Manufacturing Units, Trading/Broking firms should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation

of signature of such authorized signatory from the bank where the firm is having its account is essential.

3.9 The address proof of the authorized signatory viz., Telephone bill/copy of pass port / electricity bill/ voter ID 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.

3.10 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

3.11 One set of documents to be enclosed to application for registration and other set of documents to be enclosed to application for enrolling as participant on NCDEX Spot Exchange Ltd. The existing members (TCM, CP) of NSPOT who have renewed the membership for the year 2014-15 need not pay registration fee to NCDEX Spot Exchange Ltd (NSPOT). The format of application is furnished vide **Annexure-2** and **3** respectively.

3.12 A D.D drawn in favour of KFCSC Ltd, for Rs.100/ +ST@12.36% payable at Bangalore towards application fee (non-refundable) shall be enclosed along with the application. A D.D/Electronic fund transfer in favour NCDEX Spot Exchange Ltd, payable at Mumbai for Rs.1000 + ST @ 12.36% towards registration charges in any of the following NCDEX Spot Exchange Accounts for participation in e-auction shall be enclosed along with the application separately.

NCDEX Spot Exchange Ltd			
Bank Name	Account No.	IFSC Code	Branch
HDFC Bank Ltd	00990690013043	HDFC0000060	Fort,Mumbai
Indusind Bank	0033-569227-066	INDB0000033	Fort,Mumbai
Axis Bank Ltd	4010202176811	UTIB0000004	Fort,Mumbai
Bank of India	008620110000781	BKID0000086	Fort,Mumbai
State Bank of India	30760960198	SBIN0011777	Fort,Mumbai

3.13 The application for registration with relevant Annexures can be downloaded from the website www.ahara.kar.nic.in /www.kfcsc.com. Requests for forwarding applications through post / couriers will not be entertained.

3.14 The interested applicants may also visit website www.ncdexspot.com for any relevant information regarding enrolment as participant on NCDEX Spot Exchange Ltd. Interested participants can also contact the Customer Service Group on below phone numbers **(022) 66473153/54** or Email : askus@ncdexspot.com

4. EVALUATION OF APPLICATION FOR REGISTRATION

4.1. The completed applications along with relevant documents and fee / registration charges shall be submitted on or before 5 PM of 18th August, 2014 at the following address:

Karnataka Food and Civil Supplies Corporation Ltd.,
No. 16/1. Millers Tank bed Area, Vasanthanagar,
Bangalore – 560 052

4.2. The KFCSC will scrutinize the applications and relevant documents submitted along with the application. The applicants will be informed by 20th August, 2014 regarding acceptance / rejection of their application. The selected applicants will be enrolled as registered suppliers of Refined and/or Cane Sugar under Public Distribution Scheme for the year 2014-15 by KFCSC Ltd and will be issued with registration number / user ID and password of NCDEX which will enable them to participate in e-auction as per the terms and conditions.

4.3. In order facilitate empanelment of suppliers and to encourage their participation, the applications received after 5.00 pm of 18th August, 2014 will also be accepted for empanelment. The registration for empanelment for the year 2014-15 shall be kept open until further notice which will be published in the website of KFCSC Ltd/FCS & CA Dept. The applications received after

the due date will also be scrutinized on periodic basis and the eligible suppliers will be allowed to participate in subsequent e-auctions conducted if any, subject to following condition:

4.3.1. Eligible suppliers should have been issued with User ID and Password by NCDEX Spot Exchange Ltd one day prior to date of e-auction.

4.4. Such registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX Spot Exchange Ltd as and when scheduled. The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the lowest offer in respect of specified lots after due evaluation of competitiveness of the lowest bid and approval by FCS & CA Dept.

5. SCHEDULING OF E-AUCTIONS

5.1 Based on the requirements for implementation of the PDS scheme the FCS & CA Dept. through their Head Office will notify NCDEX Spot Exchange Ltd to schedule auctions on periodic basis. Further such details will be posted on the web site of FCS & CA Dept. (www.ahara.kar.nic.in) and KFCSC (www.kfcsc.com). Neither the FCS & CA Dept. / KFCSC Ltd nor NCDEX Spot Exchange 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 Refined and/or Cane Sugar are detailed below for the reference of all eligible suppliers. The FCS & CA Dept. has the right to alter the parameters at its own discretion before notifying the e-auction schedule. Unless and otherwise notified the following parameters shall be the basis for assaying of Refined and/or Cane Sugar.

6.2 Refined/Cane Sugar means the Crystallized product obtained from sugar cane. It shall be free from dirt, filth, iron fillings and added coloring matter. It should be dry & free flowing. It should be free from any smell. The product may contain food additives permitted as per The Food Safety & Standard Act, 2006 (FSSA). Further, the produce should be manufactured during 2013-14 crushing season.

Grade: S-30 (IS:498-2003)

Sr. No.	Particulars/Parameter		FCS & CA SPECIFICATION	Method of Test
1	Moisture % by weight (Max.)		0.08	IS: 15279-2003
2	Sucrose % by weight (Mini.)		99.0	IS: 15279-2003
3	Extraneous Matter % by weight (Max.)		0.05	D.G.H.S Manual
4	Color in ICUMSA Units, (Max.) , by GS 2/3-10		150	IS: 15279-2003
5	Reducing Sugar % by mass (Max.)		0.08	IS: 15279-2003
6	Sieve Test	% Retained by mass, (Min.) (IS-600 microns Sieve.)	90	IS: 1607 – 1977
		% Retained by mass, (Min.) (IS-300 microns Sieve.)	95	IS: 1607 – 1977

6.3. The supplier is expected to ensure that the Refined and/or Cane Sugar delivered is strictly within the time as stipulated in the supply order and adhere to the quality parameters as stipulated above.

6.4. The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and connected rules as regards to adulteration and the Refined and/or Cane Sugar shall be in accordance with the parameters as specified in clause 6.2 above.

6.5. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in

accordance with Clause-14 as detailed below. They shall keep the NCDEX Spot Exchange Ltd. indemnified at all times in this regard.

6.6. 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 losses/damages to the events arising out of such supplies under the scheme.

6.7 Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency appointed by FCS & CA Dept. The assaying report with respect to lot/batch marked for delivery shall be submitted to the Depot Manager of the concerned wholesale point of KFCSC Ltd along with the copy of the same to the District Manager ,KFCSC Ltd while giving delivery from the ex-factory/ex-works/warehouse as mentioned in the application form. The list of the concerned officers is furnished in **Annexure 5**.

7. ASSAYING

7.1 The Supplier shall, on his own, offer the stock of Sugar from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6.2 above, to the assaying agency appointed by FCS & CA Dept. at least one week before the scheduled date of delivery. It is the responsibility of supplier to contact the assaying agency and intimate regarding offering marked lots for inspection. The stocks which qualify the parameters as per Clause-6.2 above shall only be supplied. Each and every consignment shall accompany such Assaying Certificate issued by assaying agency appointed by FCS & CA Dept.

7.2 The FCS & CA Dept. may randomly collect the samples at the depots/whole sale points and get the samples tested by the assaying agency once again. The quality of Refined and/or Cane Sugar will be evaluated based on specified quality parameters as detailed in section-6.2. The results of such testing will be final and binding on the suppliers. In such cases payment will be made for such stocks which are in accordance with quality parameters as certified by the Assaying agency. The stocks which fail the test have to be taken back by the Supplier at his own cost within one week from the date of

intimation by the respective District Manager of KFCSC Ltd or TAPCMS, or the authorized officer, as the case may be.

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 13hallan and assaying report shall be handed over to Depot Manager of KFCSC Ltd under a copy to the concerned District Manager, KFCSC Ltd at the time of giving delivery. Deliveries without valid documents will be rejected and will not be accepted by the concerned Depot Manager of KFCSC Ltd.

7.4 Consignment shall be delivered strictly in accordance with the scheduled delivery dates as indicated in the purchase indent/order issued by concerned/authorized official during working hours only i.e., between 10 AM and 5 PM. While taking delivery of consignment concerned/authorized official notified by FCS & CA Dept. will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Assayer, directs the authorized transporter for recording the tare weight of the vehicle on an electronic weighbridge before loading.

7.5 In case if the concerned official, the Depot Manager, KFCSC Ltd is not satisfied with the quality of Sugar proposed to be supplied and not supported by proper documents of delivery then he would reject the consignment marked for delivery.

7.5 After loading the consignment, the gross weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the loading point along with other documents i.e. invoice / delivery 13hallan, assaying report and weighbridge receipts shall be handed over to the Depot Manager of KFCSC ltd by the supplier.

7.6 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the concerned/authorized official notified by the FCS & CA Dept. shall record the gross weight of the bags on a random basis.

Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags.

7.7 Supplier has to bear the cost of assaying charges. The details of name of assaying agency, address, contact details and schedule of assaying charges will be published in the web site www.ahara.kar.nic.in and www.kfcsc.com before the commencement e-auction by way of circular/notification by FCS & CA Dept.

8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX Spot Exchange Ltd. Platform

8.1. The NCDEX Spot Exchange 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/User ID and password.

8.2. The registered suppliers with such member /Used ID and password are eligible to participate in the electronic bid system i.e., e-auction.

8.3. The exchange in consultation with FCS & CA Dept. will schedule the auctions for each division and such details viz. e-auction calendar will be published on the website of FCS & CA Dept. (www.ahara.kar.nic.in) and KFCSC Ltd website, (www.kfcsc.com.)

8.4. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX Spot Exchange Ltd. In addition to this after every e-auction has been scheduled by the FCS & CA Dept. on NCDEX platform, NCDEX Spot Exchange will send the information about the e-auction through a sms/email to each of the empanelled supplier. However empanelled suppliers are advised to rely on the information published on the web site (www.ahara.kar.nic.in or www.kfcsc.com) rather than depending on sms/email. Mere non-receipt of sms/email will not be a valid objection for not participating in the e-auction.

8.5. The registered suppliers shall take adequate care and are solely responsible for obtaining details of the schedule of e-auctions through the website of FCS & CA Dept. or KFCSC in their own interest, rather than depending on other mode of information sources.

8.6 The registered suppliers need to deposit 2% (Two per cent) of the value of goods as EMD (margin money) with the NCDEX Spot Exchange Ltd accounts to participate in the e auctions as given below:

NCDEX Spot Exchange Ltd Bank Account Details			
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Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
Bank of India	008620110000781	BKID0000086	Fort, Mumbai
Punjab National Bank	0082002100071810	PUNB0008200	Bandra, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch
Kotak Mahindra Bank	0111410712	KKBK0000958	Nariman Point, Mumbai
Canara Bank	2426246025044	CNRB0002426	NSE BR. FORT MUMBAI

by way of:

- RTGS Transfer
- Direct Deposit/NEFT Transfer

8.7 The bidder member should intimate NCDEX Spot for the transfer of funds through the CTracker Module- <https://cst.nspot.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)

8.8 The bidders shall be allowed by NCDEX Spot to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX Spot. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

8.9 Only the EMD (Margin Money) of the lowest bidder would be blocked by NCDEX Spot. 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 Spot on the withdrawal request made by the bidder through CTracker Module- **<https://cst.nspot.in>** latest by one day from the day of close of E-Auction.

8.10 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 schedule auction closing time. There shall be maximum 3 such extensions.

8.11 The bidders shall place their bids online on NCDEX Spot Platform/Exchange Platform **<https://market.nspot.in>** the online trading system made available by NCDEX Spot as per the terms and conditions of the E-Auction.

8.12 Price to be quoted in delivered weight and quality basis, as per the conditions specified. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lots ear marked for bidding.

8.13 The price quoted shall be per 100 Kilograms (Quintal) basis for the lots ear marked for bidding and are:

- a) Inclusive of all incidental expenditure, transaction charges, Cost of assaying, Custom duty, Excise duty, cess, Education cess, taxes including CST/VAT/Octroi/Fee if any payable for giving delivery on ex-works / warehouse basis.
- b) Inclusive of cost of packing, weigh bridge charges, labour charges for loading on to the vehicle provided by FCS & CA Dept.
- c) Including transportation charges computed based on distance from ex-works/warehouse to final destination (respective district head quarters) as per the schedule of rates furnished vide **Annexure-4**. Adding transportation cost is only for the purpose of evaluation of bids and to determine the lowest bid on the e-Auction platform. The delivery shall be taken by the concerned/authorized officials of FCS & CA Dept/KFCSC Ltd

on ex-works/warehouse basis and the transportation charges will be deducted from the bid value while placing purchase indents/orders.

Note : In case the bidder gives wrong distance while bidding then the loss to the Government, if any, shall be deducted from his payments.

8.14 The eligible bidders are requested to refer to the example detailed in **Annexure- 4A** regarding computation of transport cost from their storage location/works to delivery location.

8.15 The Bids of all Bidders who have participated in the E-Auction must remain valid up to 4th Sept.2014.

8.16 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. The FCS & CA Dept. may specify, if desired a ceiling price above which no bids may be accepted by NCDEX Spot Platform. The reducing tick size shall be Rs. 1. (Rupees one only)

8.17 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 FCS & CA Dept. by NCDEX Spot Exchange Ltd. The FCS & CA Dept. after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid based on competitiveness of the bid. The lowest valid bid once approved by FCS & CA Dept. will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder by FCS & CA Dept under copy to KFCSC Ltd. Accordingly the concerned officials of KFCSC Ltd of respective division/district will place the purchase indent/order. The FCS & CA Dept. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

8.18 The final results of the E-Auction as approved by FCS & CA Dept. 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 blacklisting from further participation in the e-auctions for a period of three years. The decision of the FCS & CA Dept. in this regard shall be final.

8.19 Any bid placed using the bidders 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 Spot, 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. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.

8.20 FCS & CA Dept. & NCDEX Spot Exchange 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 Spot Platform/Exchange Platform **<https://market.nspot.in>** In case if e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of FCS & CA Dept..

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 (FCS & Ca Dept through KFCSC Ltd) 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 successful bid of the supplier the EMD (margin money) will be refunded after execution of supplies by the supplier and completion of the clearing and settlement process.

8.23 In case of unsuccessful bid of the supplier the EMD (margin money) will be refunded the next working day by the exchange. If supplier wishes to retain the EMD the same would be allowed by the exchange for participation in the subsequent e auctions.

8.24. The successful bidders will be charged transaction charges of 0.1% (one tenth of per cent) of the traded value and ST @ 12.36 % by NCDEX Spot Exchange 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.

8.25. The successful bidder upon receipt of communication regarding acceptance of bid by the FCS & CA Dept./ NCDEX Spot Exchange Ltd shall arrange to transfer an amount equivalent to 2 % (Two per cent) of the value of the order as security deposit by way of electronic fund transfer to any of the NCDEX Spot Exchange Accounts detailed below. The details of remittance of security deposit shall be entered in CTracker module – <https://cst.nspot.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)

NCDEX Spot Exchange Ltd Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013043	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176811	UTIB0000004	Fort, Mumbai
Bank of India	008620110000781	BKID0000086	Fort, Mumbai
Punjab National Bank	0082002100071810	PUNB0008200	Bandra, Mumbai
State Bank of India	30760960198	SBIN0011777	Fort, Mumbai
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch
Kotak Mahindra Bank	0111410712	KKBK0000958	Nariman Point, Mumbai
Canara Bank	2426246025044	CNRB0002426	NSE BR. FORT MUMBAI

8.26 NCDEX Spot Exchange 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 shall completely absolve NCDEX Spot Exchange Ltd 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 15 below.

9. ORDER FOR SUPPLIES

9.1. The short listed suppliers who qualify in e-auction for each lot will be issued with purchase orders / indents by the concerned /authorized officials of KFCSC Ltd. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the Exchange account. The details of the concerned/authorized officials is furnished vide **Annexure-5**.

9.2 The e-Auction will be conducted for entire requirement of three months. The successful suppliers shall give delivery of consignment in staggered manner. Each month's requirement will be intimated at least one week in advance. Upon such intimation by concerned officials of KFCSC Ltd the supplier shall get the consignment inspected and certified by the assayer appointed by FCS & CA Dept. The scheduled dates for giving delivery will be indicated in the purchase indent/order. Supplier shall take adequate care to ensure that delivery of stock is given at his location/ex-works/warehouse as per the schedule detailed in purchase indent/order. Supplier in his own interest prepare well for giving delivery of assayed and cleared stock. Supplier has to intimate the assaying agency well in advance so that assaying and certification is completed well before the delivery scheduled date. Non adherence to this Clause would attract penalty and recovery of such other costs caused due to delay in delivery.

9.3. The KFCSC does not guarantee the minimum quantity, which will be ordered. The KFCSC 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 deliver the ordered quantity on ex-works/warehouse basis only.

9.4. Deliveries at ex-works/warehouse basis shall be as per the indent/order. If for any unforeseen reason exact quantity of deliveries could not be given then in such an eventuality a variation of less 2 % of ordered quantity is

allowed. The concerned/authorized officials as notified by KFCSC Ltd at his sole discretion may place Purchase orders/indents by FAX / LETTER / E-MAIL, pending execution of agreement with concerned District Manager of KFCSC Ltd. The successful qualified supplier is bound to honour such indents and shall make necessary arrangements for offering the stocks for assaying and keep ready the qualified stocks duly assayed for giving delivery on scheduled date/dates as per the schedule of delivery mentioned in the purchase indent/order. The supply of consignment ordered shall be delivered in accordance with the purchase order/indent. Normally 15 days time will be given to deliver commodities indented on ex-works/warehouse basis. In cases of urgency suppliers may be requested to deliver the consignment on priority basis reducing the delivery time to 7 days. Suppliers are bound to adhere to such delivery schedules without fail. Failure to comply with this stipulation shall be deemed as violation of terms and conditions of tender and attract forfeiture of EMD and SD.

9.5. The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper with the District Manager of KFCSC Ltd to fulfill the contractual obligations as per terms and conditions of this tender. The draft format of agreement is furnished vide **Annexure-7**. Agreement not accompanied by document/proof of having remitted the Security Deposit to NCDEX Spot Exchange A/c, any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender.

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

9.7. Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.

9.8. Non acceptance of purchase order / indents within five working days of placement of purchase indent/order 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.

9.9. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).

9.10. Based on schedule of delivery specified in the purchase indent/order the concerned/authorized officials of KFCSC shall be deploying vehicles from the approved transporter for taking delivery of consignment to supplier's location/works/warehouse. Failure to deliver the consignment duly assayed on to the vehicles or causing delays would attract penalty for delay at the rate of Rs 100/- per MT per day. The penalty amount shall be deducted from supplier bill while settling the payments. Such delays at the suppliers location beyond two days will not be admitted and the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited.

9.11. In case of non-supply of stocks within the specified time limits as per purchase order/indent, the FCS & CA Dept/KFCSC is at liberty to purchase the item from other alternative sources or initiate e-Auction once again and recover the difference of cost from the supplier who has defaulted apart from forfeiture of EMD and security deposit.

10. TERMS AND CONDITIONS OF DELIVERY

10.1. The successful suppliers should take adequate precautions to prevent damage or deterioration to Refined and/or Cane Sugar during storage.

10.2. The successful suppliers should give delivery of stocks of Refined and/or Cane Sugar at his cost the on to the vehicles deployed by KFCSC Ltd from his warehouse/works/plant. Supplier shall bear all such costs as per Clause 8.13 (a) and (b).

10.3. Supplier should provide the refined/cane Sugar as per the rules and regulations of quantity in net 50 Kilogram net weight packing of Jute or PP bags.

10.3.1. Sugar should be delivered in 50 Kgs net basis in new A Twill Jute Bags/PP bags, as the case may be. The tare weight of the empty 50 kg Jute bag shall be considered 650 grams per bag. The tare weight of the empty 50 kg PP bag shall be considered 160 grams per bag.

10.3.2. In a single delivery lot, uniformity as to weight & packaging material has to be maintained. Jute & PP bags of 50Kg bags cannot be delivered in a single delivery lot.

10.3.3. If the packing of refined/cane Sugar stock is not as per the requirement and any defect is found in the necessary printed work etc. as per Packaged Commodity Act and other rules applicable, then the legal proceedings will be initiated against the relevant supplier and all that stock has to be taken back by the supplier at his own costs and risks and the FCS & CA and KFCSC Ltd will also recover the penalty.

10.3.4. As per the legal provisions, if any details are required to be printed then it should be added and printed.

10.3.5. Each bag should be machine stitched and should not be opened and toned while transportation of stock to the KFCSC/TAPCMS godowns throughout Karnataka. There should not be any other marking other than supplier's logo and other detail as mentioned in the tender documents.

10.4 The text of the matter to be printed / pasted on each bag shall contain the following details.

Production Month and Year

Batch Number

Net weight 50 Kilogram.

Name and address of manufacturer & manufacturing unit

: _____

: _____

: _____

: _____ Pin Code Number.

And/or Name and address of supplier/marketer as the case may be.

Moreover, the following should be printed on Post card size tag / label of cloth using 28" size font and in maroon color and in Kannada. It

should be machine stitched on each and every 50 Kg bag. It should be visible and not to be torn out.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಅನ್ನಭಾಗ್ಯ ಯೋಜನೆಯ ಸಕ್ಕರೆ 2014-15
ಸರಬರಾಜುದಾರರ ಕೋಡ್ ----- ಬ್ಯಾಚ್ ಸಂಖ್ಯೆ:
ಜಿಲ್ಲಾ ತುಂಬಿದ ದಿನಾಂಕ:----- ಲಾಟ್ ನಂ. -----
ಉತ್ಪಾದಕರ ಹೆಸರು-----
ಆಹಾರ ನಾಗರಿಕ ಸರಬರಾಜು ಮತ್ತು ಗೃಹಕರ ವ್ಯವಹಾರಗಳ ಇಲಾಖೆಗಾಗಿ ಪ್ಯಾಕ್ ಮಾಡಿರುವ ಸಕ್ಕರೆ ಜಿಲ್ಲೆ
ಶುದ್ಧ ಮತ್ತು ಒಣಗಿದ ಪ್ರದೇಶದಲ್ಲಿ ದಾಸ್ತಾನು ಮಾಡುವುದು

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 KFCSC Ltd or TAPCMS, as the case may be, to the suppliers within 10 working days from date of submission of bills with relevant documents to the concerned/authorized officials of KFCSC Ltd as per the procedure stipulated through NCDEX Spot Exchange platform to the respective account of the suppliers by electronic fund transfer. Buyer shall prefer the claim for payment for a minimum quantity of 250 MTS. The buyer can choose to prefer the claim for payment for the entire quantity if he so desires. In both the cases payment will be processed by KFCSC Ltd head office/TAPCMS accordingly.

11.2. The payment is processed based on the accepted quantity at the designated location of supplier i.e., ex-works/warehouse, 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 while giving delivery of the consignment to the concerned/authorized officials of KFCSC.

- a) Commercial Invoice
- b) Copy of Assaying Report at the loading point
- c) Electronic Weighbridge Receipts at loading point (if electronic weigh bridge facility is available at loading point)
- d) Acknowledgement copy for having taken delivery by concerned/authorized official of KFCSC Ltd.

11.4. The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by KFCSC Ltd or TAPCMS through NCDEX Spot Exchange platform. FCS & CA Dept will issue necessary instructions to KFCSC Ltd and TAPCMS for timely release of payment to suppliers and in case of any delays due to administrative reasons FCS & CA Dept would intervene and make available the funds for payment to suppliers.

12. PENALTY CLAUSE

12.1. In case if the supplier fails to complete the supplies in time as per indent or extensions granted for delivery beyond the stipulated date, the FCS & CA Dept/KFCSC 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 Spot Exchange Ltd. The difference in cost if any, for procurement of Refined and/or Cane Sugar from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and FCS & Ca Dept or KFCSC Ltd may also proceed with blacklisting of the firm for period of three years from the date of purchase indent depending on the gravity of the situation.

12.2. Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of Rs.100/- (Rupees One hundred only) per day per Metric Tonne for a maximum delay of ten days. The delay in supply under no circumstances will exceed more than 10 days. The extension of supply up to

10 days by imposing penalty of Rs. 100 per day per Metric Tonne is at the sole discretion of the FCS & CA Dept and /or Managing Director of KFCSC Ltd.

13. CANCELLATION OF AGREEMENT:-

- (1) The supplier, if breaches any condition or clause of the agreement the KFCSC Ltd is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- (2) If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the KFCSC Ltd then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against FCS & CA Dept. / KFCSC Ltd.

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

15. ARBITRATION

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, 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 and any subsequent amendments thereof to the Act.

Court situated in Bangalore to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

We agree to the above terms and conditions.

Signature of the applicant.

Name:

Seal:

Date:

Place:

Annexure-1

District Wise Estimated quantity of Refined and/or Cane Sugar required under Public Distribution Scheme 2014-15.

(Note: The quantities/locations indicated are only indicative and are subject to actual requirement as may be indented by the FCS & CA Dept.)

Belgaum Division

Sl. No.	DISTRICT_NAME	for one month (in quintals)	for three month (in quintals)
1	BAGALKOTE	3444.95	10334.85
2	BELGAUM	7939.56	23818.68
3	BIJAPUR	3528.44	10585.32
4	DHARWAR	3122.69	9368.07
5	GADAG	2047.71	6143.13
6	HAVERI	3276.24	9828.72
7	UTTARA KANNADA	2548.01	7644.03
	TOTAL	25907.60	77722.80

Bangalore Division

Sl. No.	DISTRICT_NAME	for one month (in quintals)	for three month (in quintals)
1	BANGALORE URBAN	4386.26	13158.78
2	BANGALORE CENTRAL	238.76	716.28
3	BANGALORE EAST	388.63	1165.89
4	BANGALORE NORTH	565.87	1697.61
5	BANGALORE SOUTH	744.92	2234.76
6	BANGALORE WEST	1033.92	3101.76
7	BANGALORE RURAL	1947.87	5843.61
8	CHITRADURGA	3541.37	10624.11
9	CHIKKABALLAPURA	2812.07	8436.21
10	DAVANAGERE	3988.17	11964.51
11	SHIMOGA	3256.51	9769.53
12	KOLAR	3158.34	9475.02
13	RAMANAGARA	2851.88	8555.64
14	TUMKUR	5738.28	17214.84
	TOTAL	34652.85	103958.55

Gulbarga Division

Sl. No.	DISTRICT_NAME	for one month	for three month
		(in quintals)	(in quintals)
1	BELLARY	3563.41	10690.23
2	BIDAR	2830.91	8492.73
3	GULBARGA	4634.33	13902.99
4	KOPPAL	2567.93	7703.79
5	RAICHUR	3194.62	9583.86
6	YADGIR	1949.60	5848.80
	TOTAL	18740.80	56222.40

Mysore Division

Sl. No.	DISTRICT_NAME	for one month	for three month
		(in quintals)	(in quintals)
1	CHAMARAJA NAGARA	2427.93	7283.79
2	CHIKMAGALUR	2317.56	6952.68
3	DAKSHINA KANNADA	2041.47	6124.41
4	HASSAN	4148.66	12445.98
5	KODAGU	1006.66	3019.98
6	MANDYA	4481.58	13444.74
7	MYSORE	6001.03	18003.09
8	UDUPI	1508.13	4524.39
	TOTAL	23933.02	71799.06

Division Wise Sugar Quantity Required (In Quintals)

	Division	For One Month	For three Months
1	BELAGAUM	25907.60	77722.80
2	BANGALORE	34652.85	103958.55
3	GULBARGA	18740.80	56222.40
4	MYSORE	23933.02	71799.06
	TOTAL	103234.27	309702.81

ANNEXURE-2

**APPLICATION FOR ENROLMENT AS SUPPLIER OF REFINED AND/OR
CANE SUGAR UNDER PUBLIC DISTRIBUTION SCHEME FOR THE YEAR
2014-15.**

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

1.Name of the Sugar Manufacturing Unit, Trading/ Broking firm Name of the Licensing Authority Date of Obtaining the License Date of Renewal	
2.Office Address a) Telephone No. b) Fax No. c) Mobile No. d) E-mail e) website f) Residential Address g) Residential Telephone No.	
3.Factory Address(for Sugar manufacturing units) a) Address b) Tel..... c) E-mail d) Fax.....	
4. Permanent Income Tax A/c No. (PAN No)	
5. a) TIN No.(VAT No.) & date. b) CST Reg No.& date.	

c) Excise Registration/License No.	
<p>6.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 style="text-align: center;">Name & Address of Proprietor</p> <p>If Proprietor concern</p>	
<p>7. D.D. No.& Date</p> <p>i. Rs 100+ST @12.36% in favour of FCS & CA Dept. payable at Bangalore</p> <p>ii. Rs 1000+ST @ 12.36% in Favour of NCDEX SPOT EXCHANGE LTD payable at Mumbai(if existing member of NSPOT please furnish the details of membership and TMID)</p>	
<p>8.Origin of supply</p> <p>i. Whether the Sugar Manufacturing unit is owned or leased? If leased, please enclose copy of the Legally Registered lease agreement duly attested by the chartered accountant.</p> <p>ii. For Trading/Broking firms furnish the details of supply arrangement with respective sugar manufacturing units(if more than one please specify and enclose the copy of letter/agreement</p>	

<p>9. Please furnish details of plant and machinery installed along with capacity (for manufacturing units only).</p>	<p>a) List of machineries & Capacity</p> <p>i)</p> <p>ii)</p> <p>iii)</p> <p>iv)</p> <p>v)</p> <p>vi)</p> <p>vii)</p> <p>viii)</p> <p>b) Total area of the land Sq.feet. 0 Total constructed area. Sq.feet 0 Installed Electrical Power Capacity KW/HP</p>
<p>10. Details of production & labour(for manufacturing units only)</p> <p>a) Refined and/or Cane Sugar production per day.</p> <p>b) No. of Production Supervisors</p> <p>c) No. of skilled labourers.</p> <p>d) No. of unskilled labourers.</p>	
<p>11. Storage Space(all applicants)</p> <p>a) For raw materials</p> <p>b) For Refined and/or Cane Sugar (finished products)</p> <p>c) Facility for packing</p>	<p>.....MTs</p> <p>.....MTs</p> <p>.....Sq.feet</p>
<p>12. Details of packaging unit(for manufacturing units only)</p> <p>a) Machines</p> <p>b) Testing facility</p>	

13. Year of Establishment of the firm (furnish copy of certification of incorporation)	
14. Details of auxiliary units/production units for manufacturing of Sugar i. Unit I-Name & Address ii. Unit II-Name & Address iii. Unit III-Name & Address iv. Unit IV-Name & Address	
15. (a) No. of years of operation in processing of the Refined and/or Cane Sugar or Trading in Sugar (b) Brand Name if any I Other products	
16. Annual Turnover (Rs. in Crore) a) 2012-13 b) 2013-14	
17. Annual Production of Refined and/or Cane Sugar (in MTs) in case of manufacturing unit a) 2012-13 b) 2013-14	
18. Annual Traded volume of Refined and/or Cane Sugar (in MTs) in case of Trading/Broking firms a) 2012-13 b) 2013-14	
19. Address of mill storage	

<p>point/warehouse from where delivery is proposed to be given to concerned /authorized officials of KFCSC Ltd (Ensure complete details are filled and only one location either works or warehouse to be specified)</p>	
<p>20.Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)</p>	

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier of Refined and/or Cane Sugar. The duly signed terms and conditions of RFP document for supply of Refined and/or Cane Sugar is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Supplier

Place:

Address & Seal

ANNEXURE – 3

**NCDEX SPOT REGISTRATION FORM FOR PARTICIPATION IN E AUCTION FOR
SUPPLY OF REFINED AND/OR CANE SUGAR UNDER PDS SCHEME**

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

0 Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership Yes No

4. PAN No. / TIN No.

Yes No

[javascript:;](#)

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 in checkbox)

7. 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 me	<input type="text"/>
Contact Person No. & Mob	<input type="text"/>
Designation	<input type="text"/>

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

<input type="text"/>
<input type="text"/>

A) Bank Name & Address

B) Account No.

B) IFSC Code.

C) Account Type

IMPORTANT NOTE: {Please provide a certificate from Bank mentioning the details of account, IFSC code, Address and that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s}

11. (A)Name & Address of APMC, if any, in which the applicant 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 misstatement or misinterpretation or suppression of facts in connection with the application for registration of Refined and/or Cane Sugar 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-4

Belgaum Division

District/Slab rate (per KM per Quintal)	0-15	16- 80	81-150	151-250	251-500	501 & above
BAGALKOTE	0.65	0.65	0.62	0.46	0.35	0.3
BELGAUM	0.85	0.85	0.8	0.75	0.7	0.5
HAVERI	0.66	0.66	0.63	0.48	0.43	0.32
GADAG	0.54	0.54	0.67	0.6	0.54	0.43
UTTARA KANNADA	0.82	0.82	0.8	0.78	0.73	0.7
BIJAPUR	2.1	2.1	0.9	0.84	0.72	0.48
DHARWAR	0.5	0.5	0.53	0.5	0.42	0.28
Total						

Bangalore Division

District/Slab rate (per KM per Quintal)	0-15	16- 80	81-150	151-250	251-500	501 & above
BANGALORE URBAN	0.05	0.05	0.5	0.4	0.3	0.27
BANGALORE CENTRAL	0.05	0.1	0.5	0.38	0.29	0.27
BANGALORE EAST	0.05	0.1	0.5	0.38	0.29	0.27
BANGALORE NORTH	0.05	0.1	0.5	0.38	0.29	0.27
BANGALORE SOUTH	0.05	0.1	0.5	0.38	0.29	0.27
BANGALORE WEST	0.05	0.1	0.5	0.38	0.29	0.27
BANGALORE RURAL	0.05	0.67	0.63	0.4	0.35	0.27
CHITRADURGA	0.05	0.1	0.4	0.28	0.27	0.29
CHIKKABALLAPURA	0.02	0.02	0.05	0.3	0.28	0.26
DAVANAGERE	0.05	0.1	0.4	0.24	0.25	0.24
SHIMOGA	0.05	0.1	0.4	0.32	0.35	0.32
KOLAR	0.02	0.02	0.05	0.35	0.3	0.27
RAMANAGARA	0.1	0.72	0.65	0.4	0.32	0.27
TUMKUR	0.05	0.1	0.4	0.32	0.3	0.28
Total						

Gulbarga Division

District/Slab rate (per KM per Quintal)	0-15	16- 80	81-150	151-250	251-500	501 & above
BELLARY	0.42	0.42	0.42	0.43	0.41	0.36
BIDAR	0.66	0.66	0.66	0.31	0.23	0.26
GULBARGA	0.66	0.66	0.66	0.54	0.44	0.29
KOPPAL	0.5	0.5	0.5	0.45	0.4	0.3
RAICHUR	1.08	1.08	1.08	0.48	0.42	0.47
YADGIR	0.6	0.6	0.6	0.47	0.4	0.33
Total						

Mysore Division

District/Slab rate (per KM per Quintal)	0-15	16- 80	81-150	151-250	251-500	501 & above
CHAMARAJA NAGARA	0.1	0.68	0.47	0.3	0.32	0.38
CHIKMAGALUR	0.5	0.5	0.5	0.45	0.37	0.34
DAKSHINA KANNADA	0.78	0.69	0.65	0.64	0.35	0.33
HASSAN	0.98	0.98	0.69	0.4	0.39	0.37
KODAGU	0.05	0.25	0.45	0.5	0.45	0.39
MANDYA	0.1	0.68	0.47	0.3	0.32	0.32
MYSORE	0.1	0.68	0.47	0.3	0.32	0.37
UDUPI	0.47	0.46	0.49	0.38	0.34	0.33
Total						

Annexure-4A

Example

Table for computation of bid rate per quintal for the division

Load this excel sheet in your computer and save it on your Desk Top

Instructions:1)If you want to bid for a particular division then enter distance in KMs from your mill/ex-works/warehouse to district head quarters of that particular division in B column marked in blue colour

2)Enter Ex-works/warehouse rate per quintal for the division(Rs) in column E marked in grey colour

3)After entering the data in column B and E, press enter key in your computer.

4)The transport cost per quintal for the particular division will get automatically computed and appear in column D marked in yellow

5)The rate computed automatically based on ex-works/warehouse rate and computed transportation cost for the division per quintal of sugar will appear in column F.This has to be only entered in the e-Auction bidding screen

Belgaum Division

District	Enter distance in KMs from supplier location/ex-works/warehouse to respective district head quarters
BAGALKOTE	135
BELGAUM	15
HAVERI	240
GADAG	195
UTTARA KANNADA	275
BIJAPUR	180
DHARWAR	200

Computed transportation cost in Rs per quintal for the division	Enter ex-works/warehouse rate per quintal for the division(Rs)	Automatically Computed bid rate per quintal for the division(Rs).Bidder has to enter this rate in e-Auction screen
91.24	2800.00	2891.24

Bangalore Division

District	Enter distance in KMs from supplier location/ex-works/warehouse use to respective district head quarters
BANGALORE URBAN	355
BANGALORE CENTRAL	323
BANGALORE EAST	355
BANGALORE NORTH	317
BANGALORE SOUTH	345
BANGALORE WEST	330
BANGALORE RURAL	320
CHITRADURGA	75
CHIKKABALLAPURA	340
DAVANAGERE	15
SHIMOGA	175
KOLAR	415
RAMANAGARA	430
TUMKUR	215

Computed transportation cost in Rs per quintal for the division	Enter ex-works/warehouse rate per quintal for the division(Rs)	Automatically Computed bid rate per quintal for the division(Rs).Bidder has to enter this rate in e-Auction screen
75.99	2800.00	2875.99

Gulbarga Division

District	Enter distance in KMs from supplier location/ex-works/warehouse use to respective district head quarters
BELLARY	360
BIDAR	15
GULBARGA	85
KOPPAL	240
RAICHUR	285
YADGIR	260

Computed transportation cost in Rs per quintal for the division	Enter ex-works/warehouse rate per quintal for the division(Rs)	Automatically Computed bid rate per quintal for the division(Rs).Bidder has to enter this rate in e-Auction screen
89.46	2800.00	2889.46

Mysore Division

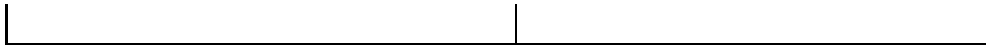
District	Enter distance in KMs from supplier location/ex-works/warehouse use to respective district head quarters
CHAMARAJA NAGARA	125
CHIKMAGALUR	220
DAKSHINA KANNADA	255
HASSAN	165
KODAGU	105
MANDYA	15
MYSORE	45
UDUPI	295

Computed transportation cost in Rs per quintal for the division	Enter ex-works/warehouse rate per quintal for the division(Rs)	Automatically Computed bid rate per quintal for the division(Rs).Bidder has to enter this rate in e-Auction screen
50.86	2800.00	2850.86

Annexure 5

List of Authorized Officials of KFCSC Ltd authorized to place purchase indents/order and take delivery at supplier's location

<p>1.01 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 2^{ad} FLOOR, BUDA BUILDING KEREKATTA, MODHI CIRCLE, NEAR MODHI TALKIES, BELLARY-583 101 PHONE: 0839 2276283</p>	<p>1.02 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD CHANDHANA COMPLEX, 1ST FLOOR, HARSA MAHAL ROAD HASSAN 573 201. PHONE 0817 2268692</p>
<p>1.03 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD KARNATAKA HOUSING BOARD COMPLEX 1ST FLOOR MAHANTESH NAGAR MALA MARUTI EXTENSION BELGAUM 590 016 PHONE: 0831 2422421</p>	<p>1.04 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD VIDYANAGAR 3RD MAIN, 'A'BLOCK, BANAKAR BUILDING HAVERI 581 110 PHONE: 08375 236342</p>
<p>1.05 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD "AHARA BHAVANA" (MAILLOOR) BIDAR 585 403. PHONE: 0848 2226305</p>	<p>1.06 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD BANGARPET ROAD NO.1955 KANAKANAPALYA KOLAR 563 101 PHONE: 08152 222614</p>
<p>1.07 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NEAR N.G.O'S GUEST HOUSE, D.C. OFFICE COMPOUND BIJAPUR 586 101. PHONE: 0835 2250652</p>	<p>1.08 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD OLD DISRRICT OFFICE COMPOUND KARWAR 581301(U.K.DISTRICT) PHONE: 08382 226243</p>
<p>1.09 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD KANTI BUILDING OPP:LIONS SCHOOL, KERUDI HOSPITAL ROAD BAGALKOT 587 101 PHONE: 08354 226639</p>	<p>1.10 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD ZILLA ADMINISTRATIVE BHAVAN OFFICE HOSPETE ROAD KOPPAL 583 231. PHONE:958539 221340</p>



<p>1.11 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 3RD FLOOR ZILLA ADMINISTRATIVE BHAVAN OFFICE CHAMARAJNAGAR- 571 313. PHONE: 082 26225811</p>	<p>1.12 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD D.C.OFFICE COMPOUND MANDYA - 571 401 PHONE: 08232 220553</p>
<p>1.13 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD MALLEGOWDA COMPLEX 1ST FLOOR, M.G. ROAD 2ND CROSS, CHICKMAGALORE – 577101 PHONE: 0826 2235711</p>	<p>1.14 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 3RD FLOOR, RASIK CHAMBERS, MARKET ROAD, HAMPANAKATTE, MANGALORE 575 001. PHONE: 08242 447436</p>
<p>1.15 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NO.10,PRGAGATHI NILAYA, KSRTC BUS DEPOT ROAD, KELEGOT, CHITRADURGA 577 501 PHONE: 0814226265</p>	<p>1.16 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NEW STREET, NO.1170 ITTIGEGODU (INDIRANARA) Mysore 570 010. PHONE: 0821 2521198</p>
<p>1.17 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NO.37, LAXMI NAGAR, BEHIND MODERN TALKIES, P.B.ROAD,DHARWAD - 580 004 PHONE: 08362 747752</p>	<p>1.18 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NO.1-11-530 M-103, NIJALIGAPPA COLONY,RAICHUR PHONE: 08532 220595.</p>
<p>1.19 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD AHARA BHAVAN No.506, 'C' BLOCK, DOUBLE ROAD NEAR SHIVALI TALKIES SRI DEVARAJ URS LAYOUT DAVANAGER - 577 006 PHONE: 08192 270306</p>	<p>1.20 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD BESIDE EXCISE DEPT., DC OFFICE COMPOUND, SHIMOGA 577 201. PHONE: 08182 223174</p>
<p>1.21 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD K.H.B.PLAZA OPP CENTRAL BUS STAND GULBARGA 585 101 PHONE: 08472254984</p>	<p>1.22 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD D.C. OFFICE COMPOUND, TUMKUR 572 101 PHONE: 0816 2278792</p>

<p>1.23 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD K.H.B. COMPLEX 1ND FLOOR, LAKSHMESHWARA ROAD GADAG 582 102 PHONE: 0837 2237408</p>	<p>1.24 DISTRICT MANAGER 1.25 KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NO.5/1-275/43 BALACHEDA COMPLEX CHITHAPURA ROAD, YADGIR 585 202 PHONE: 08473 251407</p>
<p>1.25 DISTRICT MANAGER. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD II Floor, Kandaya Bhavana Opp. Police Bhavana Ramnagar. PHONE: 27272245</p>	<p>1.26 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD #..223/1, Bazaar road crass 4th division Chikkabalapura- 562 101 PHONE 08156 272037</p>
<p>1.27 DISTRICT MANAGER. KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD No. 67/1, Kadirenahalli, 2nd Stage Bangalore South – 560070. PH:080-26690893</p>	<p>1.28 DISTRICT MANAGER KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD CWRP North, New Govt Godown Complex P.B Road, Yashwanthapura, Bangalore North- 560022. PH: 080-23370759</p>

ANNEXURE - 6

(Affidavit to be furnished -on Rs100/- non judicial stamp paper duly notarized -by Applicants)

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 Refined and/or Cane Sugar pursuant to Notification No Dated:..... for the year 2014-15 under Public Distribution Scheme of Government of Karnataka 2014-15, 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 Refined and/or Cane Sugar 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.

4. I state that all the details and particulars furnished in the application for empanelling as supplier of Refined and/or Cane Sugar 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.

6. 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 FCS & CA Dept./KFCSC Ltd or on the basis of information received through other sources, I understand that our

empanelment as supplier of Refined and/or Cane Sugar under Public Distribution Scheme for the year 2014-15 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 FCS & CA Dept..

Solemnly affirmed at _____ on this ____ day of

Deponent

Annexure-7

Agreement

(On Rs 200/- non judicial stamp paper)

This Agreement made this day of..... between the District Manager.....,District, Karnataka Food and Civil Supplies Corporation Ltd., registered under the Companies Act 1956, having its District office at (Hereinafter called the 'Buyer') 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 FCS & CA Dept. having taken the decision of enrolling suppliers for supply of Refined and/or Cane Sugar for the year 2014-15, 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 Refined and/or Cane Sugar under Public Distribution Scheme of Government of Karnataka through FCS & CA,for the year 2014-15 under e-procurement mode" and agreed to perform duties and services hereinafter described under the terms and conditions mentioned below and the KFCSC Ltd 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 Refined and/or Cane Sugar under Public Distribution Scheme of FCS & CA, Government of Karnataka through KFCSC for

the year 2014-15 under e-procurement mode” No.....datedregarding e-auction of Refined and/or Cane Sugar under Public Distribution 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 2% (Two per cent) of the value of the order as security deposit by way of electronic fund transfer to the NCDEX Spot Exchange Accounts detailed below:

A/c Name - NCDEX Spot Auction; Bank -; Bank A/c no.....; Branch - , Mumbai; IFSC Code -The proof of deposit of security deposit is detailed below:

Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the supply of Refined and/or Cane Sugar in accordance with the quantity, quality and delivery schedule specified in the indent / purchase order issued by the Concerned Official of KFCSC or the extended period, if any, subject to satisfactory performance or execution of the indent / purchase order.

03. The Buyer does not guarantee the minimum quantity, which will be ordered for supply. The Buyer 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 15 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-9 under this agreement.

05. QUALITY PARAMETERS:

The quality parameters for Refined and/or Cane Sugar are detailed below for the reference of all eligible suppliers. The FCS & CA Dept. has the right to alter the parameters at its own discretion before notifying the e-auction schedule. Unless and otherwise notified the following parameters shall be the basis for assaying of Refined and/or Cane Sugar.

5.1 Refined/Cane Sugar means the Crystallized product obtained from sugar cane. It shall be free from dirt, filth, iron fillings and added coloring matter. It should be dry & free flowing. It should be free from any smell. The product may contain food additives permitted as per The Food Safety & Standard Act, 2006 (FSSA). Further, the produce should be of 2013-14 crushing season.

Grade: S-30 (IS:498-2003)

Sr. No.	Particulars/Parameter	FCS & CA SPECIFICATION	Method of Test
1	Moisture % by weight (Max.)	0.08	IS: 15279-2003
2	Sucrose % by weight (Mini.)	99.0	IS: 15279-2003
3	Extraneous Matter % by weight (Max.)	0.05	D.G.H.S Manual
4	Color in ICUMSA Units, (Max.) , by GS 2/3-10	150	IS: 15279-2003
5	Reducing Sugar % by mass (Max.)	0.08	IS: 15279-2003
6	Sieve Test		
	% Retained by mass, (Min.) (IS-600 microns Sieve.)	90	IS: 1607 – 1977
	% Retained by mass, (Min.) (IS-300 microns Sieve.)	95	IS: 1607 – 1977

5.2 The supplier is expected to ensure that the Refined and/or Cane Sugar is delivered to the officials of KFCSC Ltd at suppliers premises adhere to the quality parameters as stipulated by the FCS & CA Dept.

5.3. The Successful qualified supplier will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and rules applicable

thereon as regards to adulteration and the Refined and/or Cane Sugar shall be in accordance with the parameters as specified in clause-5.1 above.

5.4. Supplier 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-12 of this agreement. NCDEX Spot Exchange 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 shall completely absolve NCDEX Spot Exchange Ltd 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 11 below.

5.5. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arises under the scheme.

5.6 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 Sugar 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.

6. PRICE QUOTED FOR SUPPLY OF REFINED AND/OR CANE SUGAR BY THE SUPPLIER

6.1. The price quoted shall be per 100 Kilograms (Quintal) basis for the lots earmarked for bidding and are:

- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, Custom duty, Excise duty, cess, Education cess, taxes including CST/VAT/Octroi/Fee if any payable for giving delivery on ex-works / warehouse basis.
- b) Inclusive of cost of packing, weigh bridge charges, labour charges for loading on to the vehicle provided by FCS & CA Dept.
- c) Including transportation charges computed based on distance from ex-works/warehouse to final destination as per the schedule of rates furnished

vide Annexure-4. Adding transportation cost is only for the purpose of evaluation of bids and to determine the lowest bid on the e-Auction platform. The delivery shall be taken by the concerned/authorized officials of FCS & CA Dept on ex-works/warehouse basis and the transportation charges will be deducted from the bid value while placing purchase indents/orders.

Note : In case the bidder gives wrong distance while bidding then the loss to the Government, if any, shall be deducted from his payments

6.2 The Supplier has agreed to supply Refined and/or Cane Sugar on ex-works/warehouse basis as detailed in purchase indent/ order at the rate and quantity as issued by District Manager KFCSC Ltd. and quality as mentioned in RFP.

SL No	Indent / Purchase order No. & Date	Name of the Zone	Refined and/or Cane Sugar rate per Quintal in Rs. Excluding transportation cost	Total Quantity in quintals.

6.3 In case the supplies are not delivered at suppliers location within **10 ten days** as per indent/purchase order the authorized official, 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 clause 9.8 and 9.9 of RFP document.

7. PAYMENTS

7.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by respective organizations namely KFCSC Ltd or TAPCMS, as the case may be, to the supplier within 10 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 Refined and/or Cane Sugar under Public Distribution Scheme of Government of Karnataka through FCS & CA Dept. for the year 2014-15 under e-

procurement mode” through NCDEX Spot Exchange 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 PP or A Twill 50 Kgs bag at the rate of 160grams or 650grams respectively.

7.2.2. Transaction charges levied by NCDEX Spot Exchange Ltd., at the rate of 0.1 percent and ST @ 12.36 % on the value of the Refined and/or Cane Sugar supplied by the supplier.

7.2.3 Cost of assaying

8. PENALTY CLAUSE

8.1 In case if the supplier fails to complete the supplies in time as per indent, the FCS & CA Dept./KFCSC 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 Spot Exchange ltd. The difference in cost if any, for procurement of Refined and/or Cane Sugar from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and FCS & CA Dept/KFCSC may also proceed with blacklisting of the firm for a period of three years from the date of placement of purchase indent/order depending on the gravity of the situation.

8.2 Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of Rs.100/- (Rupees One hundred only) per day per Metric Tonne for a maximum delay of ten days. The delay in supply under no circumstances will exceed more than 10 days. The extension of supply up to 10 days by imposing penalty of Rs. 100 per day per MT is at the sole discretion of the Managing Director, KFCSC Ltd.

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

FCS & CA Dept/ KFCSC. Suppliers consent will be obtained in such an eventuality.

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 within the stipulated time, he is liable to be placed under “BLACK LIST” in addition to forfeiture of the EMD (Margin Money) and Security Deposit and any consequential damage / loss to the Corporation will be recovered from the supplier.

8.5 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 FCS & CA Dept/KFCSC Ltd to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

8.6 The supplier shall adhere to the provisions of relevant act and rules thereupon in connection with supply of Refined and/or Cane Sugar packed in 50 Kgs bag.

8.7 The 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 FCS & CA Dept.

9. CONDITIONS REGARDING REJECTION OF MATERIALS

9.1 If the supplier does not produce the satisfactory assaying report during loading at the delivery point to the concerned official of KFCSC Ltd or the authorized officer of the FCS & CA Dept., the consignment will be rejected.

9.2 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 “REQUEST FOR PROPOSAL Empanelment of Suppliers for Supply of Refined and/or Cane Sugar under Public Distribution Scheme of FCS & CA Dept., Government of Karnataka through FCS & CA Dept for the year 2013-14 under e-procurement mode” if the quality of Refined and/or Cane Sugar fail to comply with the specifications as per the report submitted by assaying agency, the material will be rejected. In such an event the supplier will be called upon to supply the material afresh.

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

9.4 In case if fresh supplies are not delivered against rejected lots within 7 days, the KFCSC Ltd 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), and Security Deposit furnished by the supplier.

10. 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

11. ARBITRATION

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, 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

WITNESS:

- 1.
- 2.

Signature of Supplier