



KARNATAKA FOOD AND CIVIL SUPPLIES
CORPORATION LIMITED
No.16/I, 'Ahara Bhavan' Millers Tank Bed Area,
Vasanthanagar, Bangalore-52.

REQUEST FOR PROPOSAL

Empanelment of Buyers of Maize

Tender for sale of Maize procured under MSP
Scheme 2014-15 of Government of
Karnataka through e-Auction Platform

Tender for Sale of Maize procured under MSP scheme during the year 2014-15 by notified agencies of Government of Karnataka

1. Introduction

The Karnataka Food and Civil Supplies Corporation (KFCSC Ltd) is a Government Company registered under companies Act-1956 having its registered office at 16/I, Millers Tank Bed Area, Vasanthanagar, Bangalore-560 052, Karnataka, and on behalf of KSCMF Ltd (MARKFED), KSWC Ltd and also KFCSC Ltd has invited applications from eligible buyers for registration to participate in e-Auction for purchase of Maize.

- 1.1 At the instance of Government of Karnataka, KFCSC LTD, KSCMF Ltd (MARKFED) and Karnataka State Warehousing Corporation (KSWC) have procured Maize from farmers during 2014-15 under Minimum Support Price (MSP) scheme. These stocks are stored in warehouses located in various districts of Karnataka. It is proposed to sell the Maize so procured through NCDEX e Markets Ltd. e-Auction platform and the total quantity offered for sale is around **21800 Quintals**. The estimated quantity of stocks held in the custody of respective organizations may be seen in Annexure-3 to 5.
- 1.2 The KFCSC LTD will be the nodal agency for the purpose of sale of Maize procured under MSP scheme 2014-15.
- 1.3 All the three organizations viz., KFCSC Ltd, KSCMF Ltd and KSWC were involved in procurement of Maize under MSP Scheme 2014-15 and to the extent of stocks held by them which is put for sale by this tender they shall be called as Seller.
- 1.4 The KFCSC Ltd being a nodal agency has decided to follow e-Auction mode for sale of Maize and has entrusted the same to NCDEX e Markets Ltd, for conducting electronic auction system.
- 1.5 The KFCSC LTD on behalf of above organizations under whose custody the stocks are held, has invited applications from the eligible applicants for enrolment as registered buyers for purchase of Maize.
- 1.6 The procedure for enrolment and registration of buyers, terms and conditions of purchase of Maize is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website www.kfcsc.com for the information of participants.

2 DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

(Please refer Annexure 1 and 2 for application)

- 2.1 Self attested copy of Trader License issued by competent authority/APMC or certification of incorporation, if any
- 2.2 Self attested copy of Annual report (Balance sheet and Profit & Loss account) for past one years, Self-attested copy of Income Tax returns for past one years with a self-attested copy of PAN card. In case of newly established firm or the existing firms which have recently started to deal in business of Maize/Commodities, a provisional Balance sheet and Profit and Loss account for the previous quarter/half year with a limited review duly certified by the Auditor/Chartered Accountant need to be submitted.
- 2.3 Certificate of registration under VAT, State / Central Sales Tax Act, Service Tax Act as applicable
- 2.4 An affidavit regarding
 - 2.4.1 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.
 - 2.4.2 Not having been black listed by any organization or Government for non-performance of contractual obligation.
- 2.5 In case of partnership firm or Co-operative or Corporate the applicant 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. In case of Cooperative / corporate body copy of the letter of authority duly authorizing the Chief Executive or the authorized person to register and participate in the e-Auction process should be furnished.
- 2.6 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID/Aadhar Card self-attested copy 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 competent authority.
- 2.7 Bank account details of firm/person, type of account held, account number, name of the bank, address, IFSC code.
- 2.8 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 e Markets Ltd. The format of application is furnished vide Annexure-1 and 2. The applicant has to sign all the pages of tender document duly stamped and submit along with relevant

documents and attach the same to duly filled applications. Applications without valid documents will be rejected and kept pending for registration.

- 2.9 A D.D from any of the scheduled banks in favour of KFCSC Ltd for Rs.2,000/-and ST(14%) payable at Bangalore towards application fee (non-refundable) shall be enclosed along with the application. This applies only to new applicants. A DD in favour NCDEX e Markets Ltd., payable at Mumbai for Rs.3000/- and Service Tax (14%) towards registration fee to enroll on NCDEX e Markets Ltd. for participation in e-auction shall be enclosed along with the application separately.
- 2.10 The application for registration with relevant Annexure can be downloaded from the website www.kfcsc.com. Requests for forwarding applications through post / couriers will not be entertained.
- 2.11 The interested applicants may also visit website www.ncdexspot.com for any relevant information regarding enrolment as participant on NCDEX e Markets Ltd. Interested participants can also contact the Customer Service Group on phone numbers **(022) 66473153/54**
- 2.12 Those who have already registered as Commodity Participants/Members on NCDEX e Markets Ltd. and who have renewed their membership for the current financial year need not separately register with NCDEX e Markets Ltd and pay fee. Further those who have registered as participants as Buyer of Maize during 2014-15 with KFCSC need not submit the documents and need not pay the registration fees. However they shall submit duly signed tender document for having accepted the terms and conditions of the tender to participate in the proposed e-auction.

3. EVALUATION OF APPLICATION FOR REGISTRATION.

- 3.1 The completed applications along with relevant documents and fee / registration charges shall be submitted so as reach us on or before 5.00 PM of 26th Sept 2015.

Karnataka Food and Civil Supplies Corporation Ltd.,
No.16/I, Millers Tankbed Area, Vasanthanagar,
Bangalore-560 052, Karnataka

- 3.2 In order to facilitate empanelment of buyers and to encourage their participation, the applications received after 5.00 pm of 26th September, 2015 will also be accepted for empanelment. However the registration for empanelment for the year 2015-16 shall be kept open throughout the year till further notice or till stocks last whichever is earlier. The applications

received after 26th September, 2015 will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted if any. KFCSC Ltd has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website www.kfcsc.com.

- 3.3 The KFCSC LTD will scrutinize the applications received and relevant documents submitted along with the application. The applicants will be informed regarding acceptance / rejection/non receipt of certain documents etc., by KFCSC Ltd or through NCDEX e Markets Limited. The applicants who fulfill the eligibility criteria will be enrolled as registered buyers of Maize and will be issued with registration number / user ID and password by NCDEX e Markets Ltd.. The enrolled applicants are advised to change the password immediately after receipt of same. They shall always and never disclose the password to anyone to protect the secrecy in their own interest.
- 3.4 All registered buyers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e Markets Ltd. as and when scheduled. The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the highest offer in respect of specified lots offered for sale subject to terms and conditions detailed in this document.
- 3.5 KFCSC Ltd reserves the right to reject any or all applications without assigning any reasons, at any stage, without any liability.

4. SCHEDULING OF E-AUCTIONS.

- 4.1 The schedule of e-Auction, type of e-Auction and details of warehouse wise auction, date and timings will be published on the website www.kfcsc.com
- 4.2 All registered buyers are eligible to participate in e-auctions subject to fulfilling the criteria as per the terms and conditions of this tender and subsequent amendment to certain clauses of the tender, if any prior to scheduling e-Auctions.

5. QUALITY OFFERED FOR SALE

- 5.1 The quality of Maize offered for sale is on “**as is where is basis**”. The interested buyers, if they desire, may visit the warehouses for inspection of Maize stocks with prior intimation to KFCSC LTD, KSCMF Ltd (MARKFED) and KSWC before participating in e-Auction. The details of

stocks and location of storage is available in Annexure-3 to 5 for intimating regarding visit to warehouse for quality inspection of stock. The Buyer shall be solely responsible for inspecting the stocks at his sole discretion before participating in e-Auction.

6. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX E MARKETS LTD. PLATFORM.

- 6.1 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 and KFCSC LTD., They will be allotted with member ID and password by NCDEX e Markets Ltd.
- 6.2 The registered buyers with such member ID and password are only eligible to participate in the electronic bid system i.e. e-auction.
- 6.3 The exchange in consultation with KFCSC LTD., will schedule the auctions for each lot or warehouse wise and such details viz., e-auction calendar will be published on the website of KFCSC Ltd. (www.kfcsc.com). The registered buyers are requested to go through the auction calendar carefully before participating in e-Auction.
- 6.4 The registered buyers shall not be intimated individually regarding the e-auctions. However the registered buyers may contact KFCSC LTD., Head office located at Bangalore for obtaining details of schedule of e-auctions.
- 6.5 Alternatively the registered buyers may contact the Customer Service Group on phone numbers **(022)66473153/54** of NCDEX e Markets Ltd. for information on schedule of e-Auction. The registered buyers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website (www.kfcsc.com) in their own interest, rather than depending on other mode of information sources.
- 6.6 The registered buyers need to deposit 5% (Five per cent) of the bid value of goods as interest free refundable EMD (margin money) with the NCDEX e Markets Ltd. account to participate in the e-auctions as given below by way of RTGS or electronic fund transfer, well in advance i.e. at least one day before the scheduled date of e-Auction which they propose to participate.

NCDEX e Markets 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

6.7 The bidder member should intimate NCDEX e Markets Ltd. for the transfer of funds and update the details on the CTracker Module- <https://maizedo.nspot.in> in the prescribed manner (Contact Customer Service Group on +91 22 66473153/54)

6.8 The bidders shall be allowed by NCDEX e Markets Ltd. to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX e Markets Ltd. The amount deposited as EMD (Margin Money) would determine the bidding capacity of the bidder.

Only the EMD (Margin Money) of the winning bidders, who get full allocation, 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 CTracker Module latest by one day from the day of close of E- Auction.

- 6.10 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 scheduled auction closing time. There shall be maximum three such extensions. The Circular on e-Auction calendar will notify such or any other details as the case may be.
- 6.11 The bidders shall place their bids online on NCDEX e Markets Ltd Platform <https://maizeauction.nspot.in>, the online trading system made available by NCDEX e Markets Ltd as per the terms and conditions of the E-Auction.
- 6.12 Lot or warehouse wise Maize stock will be offered for Sale, as per the details specified in the Circular uploaded on web site www.kfcsc.com. The lots are rounded off to next higher quintal and will be offered for Sale strictly on **“as is where is basis”**. The evaluation and finalization of bids received shall be made on the basis of following criteria:
- 6.12.1. For these stocks the auction type will be English Forward Auctions facilitated by Auction Engine. The auction calendar for this category of e-Auction will be published in the web site www.kfcsc.com .
- i. The quantities are fixed for each lot. Buyer cannot quote for partial quantities. A bidder while submitting the bid online has the option to increase bid price for specified lot. This way he can modify his bid till the end of auction schedule. Auction platform will not allow the bidder to modify his bid once submitted to decrease the price bid. In case such modified bids are submitted the same shall be rejected and the earlier valid bid prevails.
 - ii. Allocation of entire lot quantity will be based on highest price bid. Bids submitted after the closure of auction will be rejected
 - iii. If two or more bidders have the same price, bidder who put in his bid first gets priority.
 - iv. There will be a limit on quantity that a bidder is entitled to bid based on net EMD amount available

after adjustments/deductions if any at the time of bidding. This will be determined as per Clause 6.6 and 6.9 above.

- v. The minimum Price Bid increment or Tick size is One Rupee per quintal.

6.13 The stock of Maize stored at respective warehouses was procured from farmers under MSP scheme 2014-15 and the market fee of 1.5% (one and half per cent) will be remitted to respective APMCs by KFCSC LTD or KSCMF Ltd (MARKFED) or KSWC, in respect of stocks of Maize held in their custody.

6.14 The price quoted shall be per 100 Kgs (Quintal), gross weight and Ex-warehouse basis for each lot and are:

- a) **Exclusive of** cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge, Transaction charges @0.1%+ST of NCDEX e-Markets Ltd., and any other expenses incurred for taking delivery at respective warehouses. Such costs are to be borne by the successful bidder.

6.15 It is the liability of the buyer to pay any taxes including CST/VAT if any payable. Buyer has to insure the goods at his own cost. The storage charges as detailed in clause 7.1.11 shall be to the account of buyer and remitted to the Exchange account separately. Buyer shall pay cost of packing (if repacking is necessary), storage charges as may be applicable, transportation charges, transit insurance and loading charges, weighment charges payable to weighbridge, Transaction charges and any other incidental expenses incurred for taking delivery at respective warehouses.

6.16 The Bids of all Bidders who have participated in the E-Auction must remain valid for a maximum period of fifteen working days from the date of auction.

6.17 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. KFCSC LTD may specify, if desired a floor price/reserve price below which no bids may be accepted by NCDEX Spot Exchange Platform. The minimum tick size shall be Rs. 1/-

(Rupee one only).

- 6.18 During an auction session, a bidder may modify his bid as per Clause 6.12 above. No cancellation of Bids shall be allowed during an auction session.
- 6.19 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 sale or non remittance of SD within the time schedule as per Clause 6.22 by the successful bidder shall result in the forfeiture of the EMD (Margin money).
- 6.20 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 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 Bidder 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.
- 6.21 The Bid of the highest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by KFCSC LTD., subject necessary scrutiny within the validity period of bid. KFCSC LTD., shall evaluate the bids after conclusion of e-auction and has the right to reject any bid/bids including the highest bid if found not competitive. KFCSC Ltd will upload the Circular on the status of e-Auction on its Official web site www.kfcsc.com at appropriate time and no individual communication will be sent to Bidders regarding the results of e-Auction. Bidders shall check the status of their bids by accessing the platform using their User ID and Password.
- 6.22 The Bidder whose bid has been accepted as per the Circular uploaded on the website www.kfcsc.com shall arrange to transfer an amount equivalent to 10 % (Ten per cent) of the value of the order as interest free nonrefundable security deposit (SD), within five working days from the date of Circular on the status of e-Auction, by way of electronic fund transfer to the NCDEX e-Markets Ltd., Account detailed below. Nonpayment of Security Deposit within the given time

would amount to violation of terms and conditions of Tender. In such an event the EMD amount of successful Bidder will be forfeited. The SD 10% furnish by the successful bidders shall be adjusted towards the cost of the stock.

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

6.23 KFCSC LTD and the 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 e-Markets Ltd., Platform / Exchange Platform <https://maizeauction.nspot.in>. In case of any technical problems at NCDEX e Market Ltd Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly. The details of rescheduled auctions will be uploaded on the web site of NCDEX e Market Ltd www.ncdexspot.com and www.kfcsc.com

6.24 The Request for proposal for empanelment of Buyers, the terms and conditions of Tender for sale of Maize, Amendments to terms and conditions of Tender, Bid of the Successful bidder, Letter/Email

Confirmation/Fax/Circular issued by the KFCSC LTD., shall constitute the terms and conditions of Contract between the Seller and the Buyer.

- 6.25 In case of successful bid of the buyer the margin money i.e. EMD will be refunded after taking full delivery of stocks by the successful buyer in accordance with the terms and conditions of tender and completion of the clearing and settlement process by NCDEX e Markets Ltd..
- 6.26 In case of unsuccessful bid of the buyer the margin money i.e. EMD will be refunded the next working day by NCDEX e-Markets Ltd., The unsuccessful Bidder would submit the request on CTracker module for refund of EMD. If buyer wishes to retain the EMD as margin money the same would be allowed by the NCDEX e Markets Ltd., for participation in the subsequent e-auctions.
- 6.27 The successful bidders will be charged transaction charges of 0.1% (0.1 per cent) of the traded value and applicable service tax (at the rate of 14% on transaction charges) by NCDEX e Markets Ltd.
- 6.28 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 shall completely absolve NCDEX e Markets 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 8 below.

7. Delivery Process:

- 7.1 The short listed buyer who qualifies in e-auction will be issued with digitally signed Delivery order by Ncdex e-Markets Ltd., and respective organizations viz., KFCSC Ltd or KSCMF Ltd (MARKFED) or KSWC subject following conditions and process detailed hereunder:
- 7.1.1 The Buyer shall make 90% for the awarded quantity within 15 working days from the date of Circular issued by KFCSC Ltd on the status of e-Auction. The amount payable would comprise value of the Maize lot awarded based on the accepted bid, and proportionate Transaction charges at the rate of 0.1% (0.1 per cent) of the traded value and applicable service tax (at the rate of 14% on

transaction charges) by NCDEX e Markets Ltd as per clause 6.27 and storage charges as may be applicable as per Clause 7.1.10 detailed below.

7.1.2 The buyer has to make complete payment remitted through electronic fund transfer as per Clause 7.1.1 above to the following account.

NCDEX e Markets 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

The payment remittance details (amount remitted, Bank, IFSC code, RTGS reference number etc.,) shall be entered in CTracker Module <https://maizedo.nspot.in>.

7.1.3 in the prescribed manner in respect of each Delivery Order for the quantities intended for taking delivery. Buyer can access the CTracker Module by entering his user ID and Password. Contact Customer Service Group on 022-66473153/ 54 for help.

The Buyer shall compulsorily enter details of authorized person (Name, Identity card number, Mobile number etc.,) who would be taking delivery on behalf of the Buyer in CTracker Module. Once

this process is completed on CStracker, NCDEX e-Markets Ltd., will verify the details and confirm the receipt of payment by digitally affixing the signature online

7.1.4 Delivery of stocks to such authorized person as per the details entered by the Buyer on CStracker shall be at Buyers sole responsibility and risk. No claim shall lie against the concerned authority/warehouse official on any account whatsoever.

7.1.5 The Seller will nominate nodal official to digitally sign the Delivery Order. They are entitled to verify the details online and affix their digital signature in respect of those stocks held under their custody. After completion of this process the Buyer can verify the status of Delivery Order request in CStracker and if approved can generate and take the printout of Delivery Order one for his record and other copy for submission to Warehouse official.

7.1.6 The buyer has to get the printout of Delivery Order vetted by concerned nodal officer and then only arrange to depute authorized person for taking delivery.

7.1.7 The Buyer shall liaise with concerned warehouse Manager for allocating dates for taking delivery in accordance with delivery schedule specified in Delivery Order. The buyer shall intimate date\dates of lifting of stocks one week in advance to the respective depot mangers/warehouse managers and get their confirmation for deploying vehicles. The buyer shall also intimate details of date of lifting to respective nodal officers of procurement agencies by e- mail\fax. This activity is critical for taking delivery of the consignment in desired manner and would avoid any undue delays for lack of communication. The contact details of concerned Warehouse Manager/Official can be obtained from Head Office Of KFCSC Ltd/KSWC/MARKFED as the case may be.

7.1.8 Each Delivery Order is distinct, digitally signed and shall have unique serial number. The Warehouse Manager may refuse to give delivery of consignment if Buyer or his Authorized representative fails to produce valid Delivery Order duly vetted by concerned Nodal Officer and necessary identity details of authorized person as mentioned in

Delivery Order at the time of taking delivery.

- 7.1.9 The awarded quantity has to be lifted within thirty working days from the date of issue of Circular on the status of e Auction.
- 7.1.10 The buyer will be charged storage charges at the rate as per the “schedule of storage charges” per month. The details of “schedule of storage charges” in respect warehouses where Maize stock is stored will be intimated to successful buyer based on the request submitted by the buyer to warehouse manager. Lifting of stock of Maize from the warehouse within 30 working days from the date of issue of Circular on the status of e-Auction will attract nil storage charges. Lifting of stocks beyond 30 working days free delivery period will attract storage charges as levied by concerned warehouse agency. This additional delivery period with payment of storage charges will be restricted to maximum of 30 working days only.
- 7.1.11 Deliveries will not be given for such of those Buyers who have exceeded additional delivery period of 30 working days. The EMD and SD will be forfeited in such instances. Requests for further extensions of delivery date will only be considered if concerned warehouse agencies or the Seller cannot fulfill the requirement of delivery of stocks for reasons specified under Force Majeure Clause. Buyer shall promptly intimate about such instances to Seller i.e. KFCSC Ltd or KSWC or KSCMF Ltd, as the case may be, by e-Mail/Fax within 48 hours failing which such requests for extension of delivery due to above reasons will not be admitted. The Seller will examine genuineness of such requests and take decision to admit or reject extension of time for taking delivery beyond the stipulated period as detailed in Clause 7.1.10. If extension period of delivery is granted the Buyer has to bear the storage charges as may be applicable failure on the part of buyer for taking delivery of the allotted quantity of the Maize stock as detailed in clause 7.1.10 and 7.1.12 shall be treated as violation after said condition of this tender. Such buyers shall be debarred from participating in future tenders and black listed for minimum period of 3 years from the date of notice issued by the seller.

- 7.1.12 Any balance amount remaining with the Seller towards sales proceeds excluding EMD will be refunded without interest after reconciliation of the account.
- 7.1.13 Failure to take allotted delivery or partial delivery within the stipulated time will attract forfeiture of EMD and SD subject to extensions granted as per Clause 7.1.11 and 7.1.12 above.
- 7.2 Violation of any of the clause/clauses of the tender shall be deemed as the violation of terms and conditions of Tender. This would result in forfeiture of EMD and SD. Further Buyer may be barred from participating in subsequent e-Auctions. Such suspension will initiated without assigning any reason whatsoever.
- 7.3 Failure to remit Security deposit (SD) within five working days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited.
- 7.4 The buyer, through his authorized representative, while taking delivery shall submit Delivery order issued by KFCSC Ltd/KSCMF Ltd (MARKFED)/KSWC (in whose custody the stocks are held) to the warehouse authorities duly furnishing photo identity of the representative.
- 7.5 The warehouse authorities will arrange to deliver the quantities mentioned in the delivery order in front of authorized representatives of respective organization and the Buyer. Seller will not guarantee exact quantities to be delivered as specified in Delivery Order. Deliveries will be effected on last in first out basis(LIFO) or the sequence as per convenient handling of stock stored in warehouse without giving room for repeated unstacking/stacking of stocks. Requests by the Buyer or his authorized representative for taking delivery of particular stock will not be entertained and such requests will be summarily rejected by warehouse Manager.
- 7.6 The tare weight of the empty vehicle will be recorded on the electronic weigh bridge and after loading the gross weight will be recorded on the same electronic weigh bridge and the net weight is recorded in the presence of authorized representatives of warehouse authorities, Official of respective organisation and the Buyer. The buyer may note that the warehouse authorities would notify such weighbridges nearest to the warehouse for the purpose of weighing. Weighing in other weighbridges will not be allowed as per the choice of the buyer.

Any exception to this stipulation has to be approved by Managing Director of respective organization.

- 7.7 While giving delivery of stocks, the buyer/representative of buyer will be issued with Release Order for gross weight duly signed/stamped by the warehouse Manager. The Buyer shall liaise with Warehouse Officials and concerned APMC authorities for obtaining transport permit.
- 7.8 It will be the responsibility of the buyer to obtain import/stock evacuation/export permits, interstate sale/movement permits etc. from the authorities concerned in case the stocks are to be moved to places outside the District/state/country. Such permits shall have to be produced or made available at the time of taking delivery from the depots.
- 7.9 The EMD will be refunded to buyer after completion of taking full delivery of stocks of Maize and submission of copy of following documents:
- a. Copy of Delivery Order
 - b. Copy of Release Order issued by Warehouse Manager
 - c. Copy of transport permit issued by APMC authorities
 - d. Statement of transaction details on the letterhead of Buyer Organisation
 - e. No objection/no due certificate issued by Nodal Officer/Warehouse Manager of concerned organisation
 - f. Any other document to support the claims, if any

8. Resolution of Disputes:

8.1 In case of any disputes relating to sale including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to Managing Director, KFCSC LTD., In case if disputes are not resolved then matter may be referred to Additional Chief Secretary/Principal Secretary to Government, Department of Food & Civil Supplies and Consumer Affairs, Government of Karnataka who will be the appellate authority. In case of any disputes still not resolved and which are relating to delivery of Maize including the interpretation of any of the Clause/Clauses of this Tender, 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.

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

9. CORRUPT PRACTICES:

Any bribe, commission, advantages offered or promised by or on behalf of the Buyers to any officer/ employee/ servant of the KFCSC Ltd, KSWC and KSCMF Ltd, then such Buyers shall be debarred from the tender enquiry in addition to initiating criminal action and blacklisting. Canvassing in any form on the part of the Buyer or on his behalf at any stage of tender process or while taking delivery will be treated as violation of terms and conditions of tender. If such instances are noticed the Buyer will be blacklisted for a minimum period of 3 years.

10. INDEMNITY:

The Buyer shall defend, indemnify and hold Seller harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Buyer or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

11. 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), 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 one month, 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 have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 11 of the above Tender document.

Place:.....

Signature of Applicants:.....

Date:.....

Name and Seal:.....

APPENDIX I

DEFINITIONS

- 1) The term ‘KFCSC Ltd’, ‘KSWC’ and ‘KSCMF Ltd MARKFED’ wherever occurs shall mean The Karnataka Food and Civil Supplies Corporation (KFCSC Ltd) , Karnataka State Warehousing Corporation (KSWC) and The Karnataka State Cooperative Marketing Federation Ltd (KSCMF LTD MARKFED) respectively and will include its authorized officers acting on its behalf.
- 2) The term ‘contract’ shall mean and include the invitation to tender, incorporating also the instruction to tenderers. The tender, its annexures and the schedules, acceptance of tender and such general and special conditions and any amendments to certain Clauses of tender as may be added to it.
- 3) The term ‘bidder/buyer/participant/applicant’ shall mean and include the person or persons, firm or company with whom the contract has been placed including their heirs, executors, administrators, successors and their permitted assignees as the case may be.
- 4) The term ‘seller’ shall mean and include all the three organizations viz., KFCSC Ltd, KSCMF Ltd and KSWC who were involved in procurement of Maize under MSP Scheme 2014-15 and to the extent of stocks held by them which is put for sale by this tender
- 5) The term ‘e-Auction’ or ‘electronic auction’ means submission of the bids Online by the buyer(s)/bidder(s) for the commodity offered for sale (Maize) via the internet, over a prescribed time period.
- 6) The term ‘English Forward Auction’, ‘Forward auction’ means an ascending price auction where several buyers compete to offer the price the seller will accept. The seller specifies the opening bid and bid increment and optionally a reserve price. Each bidder submits a successively higher bid. At the end of the auction, bidders with the highest bids win.
- 8) ‘EMD (margin money)’ means Earnest money Deposit which is a deposit paid to demonstrate commitment and to bind a contract, with the remainder due at a particular time. If the contract is breached, then the EMD is kept by the recipient as pre-determined (liquidated) or committed

damages

- 10) Security Deposit (SD) is deposit paid to demonstrate that the Buyer has accepted the award of contract and his willingness to take delivery of stocks in accordance with terms and conditions specified
- 11) Tick Size means minimum increment allowed either for improving the quantity or price bid
- 12) Free Delivery Time means that for such a period no storage charges will be levied.

Annexure-1

APPLICATION FOR ENROLMENT AS BUYER OF MAIZE

(NOTE: Annexure-1 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. Enclose duly signed RFP document (on all pages), relevant copy of documents along with the duly application in two sets)

1.Name of the Applicant	
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.Category of Business a) Trader b) Processor c) Manufacturer using Maize as raw material d) Others(Please specify)	
3.Factory Address(as applicable) a) Tel..... b) Fax.....	
4. Permanent Income Tax A/c No. (PAN No.. . .)	
5. a) TIN No.(VAT No.) & date. b) CST Reg No.& date.	
6.a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full address c) Name & Address of Proprietor If Proprietor concern	

<p>7. D.D. No. & Date or RTGS remittance details towards application/registration fee</p> <p>a) KFCSC Ltd Rs 2000/-+ST b) NCDEX Spot Exchange Rs 3000+ ST</p>	
<p>8. Year of Establishment of the firm</p>	
<p>9. Annual Turnover (Rs.in Crore)</p> <p>a) 2012-13 b) 2013-14 c) 2014-15</p>	
<p>10.Name of the Authorised signatory (a copy of the authorization to be enclosed wherever necessary)</p>	

I hereby agree to abide by terms & conditions stipulated for empanelment as Buyer of Maize. The duly signed terms and conditions of RFP document is enclosed to this application along with relevant documents.

Date:
Place:

Name & Signature of the Applicant
Address & Seal

ANNEXURE - 2
NCDEX SPOT REGISTRATION FORM FOR MAIZE
E-AUCTION PARTICIPATION

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

4. PAN No. / TIN No.

Yes No

**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

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

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. & Mob	<input type="text"/>
Designation	<input type="text"/>

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

A) Bank Name & Address

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

B) Account No.

<input type="text"/>

C) Account Type

<input type="text"/>

NOTE: {Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s}

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



SIGNATURE AND SEAL OF APPLICANT

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 Maize e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership of NCDEX Spot Exchange Ltd.

Affix Passport size
photograph of the

Signatory

Affix Passport size
photograph of the

Signatory

Signature, Name and seal

Signature, Name and seal

ANNEXURE 3

**KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD. 16/I,
MILLERS TANK BED AREA, VASANTHAGAR,
BANGALORE-52.**

**STATEMENT SHOWING THE DETAILS OF DIISTRICT WISE MAIZE
PROCURED AND STORED DURING KMS 2014-15**

MAIZE STOCK DETAILS

SL NO	NAME OF THE DISTRICT & PURCHASE CENTER	TOTAL (in MTs)	TOTAL PROCURED QTY IN DIST.
2	BENGALURU (South)		8.198
	<i>Doddaballapura</i>	8.198	
14	MYSURU		10.100
	<i>Hunusuru</i>	10.100	
	TOTAL	18.298	18.298

ANNEXURE-4

**KSCMF (KARNATAKA STATE COOPERATIVE MARKETING
FEDERATION LTD)**

**STATEMENT SHOWING THE DETAILS OF DIISTRICT WISE MAIZE
PROCURED AND STORED DURING KMS 2015-16**

MAIZE PROCUREMENT STATEMENT DURING 2014-15- WAREHOUSE DETAILS

Sl.No.	KSCMF BRANCH	Name of the Branch Manager	Mobile No	Maize Procured		Name of the WH where stocks stored	Contact person Name	Mobile No.
				Bags	Quintals			
1	GOKAK	A.S.HULLER	9449864431	253.00	126.50	SWC Ramdurga	Donnur	7760967003
				536.00	268.00	CWC Soundatti	A.Y.Kungur	9916816023
	Total			789.00	394.50			

Sl.No.	KSCMF BRANCH	Name of the Branch Manager	Mobile No	Maize Procured		Name of the WH where stocks stored	Contact person Name	Mobile No.
				Bags	Quintals			
2	GADAG	SRIKANTH	9449864 457	131.00	65.50	CWC GADAG	S.P.Patil	944990 0027
3	HUBLI	MALLIKAR JUN	9449864 444	2971.00	1485.50	CWC Belur(Dharwad)	V.N. Kavalur	836248 6790
				2116.00	1058.00	CWC Tajnagar(hubli)	Karnatak	944902 6097
	Total			5087.00	2543.50			
4	KOPPAL	DOKKANN AVAR	9449864 420	1567.00	783.50	SWC Koppal	Chaluvadi	776096 7012
				431.00	215.50	SWC Kustagi	Ramanappa	776096 7015
				2985.00	1492.50	SWC Kukanoor	Jeevan Kumar	776096 7016
	Total			4983.00	2491.50			
4	Hassan	RANGAS WAMY	9449864 440	208.00	104.00	SWC Arsikere	Shivaram	776096 6945
				6033.00	3016.50	SWC Hasan	Rajshekar	776096 6944
				1849.00	924.50	SWC Holenarsipura	Puttaswamy	776096 7788
	Total			8090.00	4045.00			
5	C.R.Patna	PUTTASW AMY	9449864 460	15176.00	7588.00	SWC Holenarsipura	Puttaswamy	776096 7049
				2955.00	1477.50	SWC Arsikere	Shivaram	776096 6945
	Total			18131.0	9065.50			
	Grand Total			37211.0	18605.50			

ANNEXURE -5

**KSWC (KARNATAKA STATE WAREHOUSING COPRPORATION)
STATEMENT SHOWING THE DETAILS OF DIISTRICT WISE MAIZE
PROCURED AND STORED DURING KMS 2014-15**

<i>Sl. No</i>	<i>Name of the District</i>	<i>Name of the Taluk</i>	<i>Name of the centre</i>	<i>Name of the Warehouse Manager and Ph. No.</i>	<i>Quantity stored</i>		<i>Name of the godown and address</i>
					<i>Bags</i>	<i>Quintals</i>	
1	Shimoga	Bhadravathi	Bhadravathi	S. Manjunath, 7760966958	181	90.26	KSWC-I APMC Yard Bhadravathi
			Total		181	90.26	
2	Davangere	Davangere	Davangere	K. R. Gangadharappa, 7760966966	190	100.00	KSWC –II APMC Yard Davangere
		Honnali	Honnali	Noorahmad Contractor 7760966969	273	157.47	KSWC-II APMC Yard Honnali
		Channagiri	Sagarpete	K. Mallikarjuna 7760966970	131	65.50	KSWC-II Punnakshetra, Sagaragpet
Total					594	322.97	
3	Chitradurga	Chitradurga	Chitradurga	B. T. Ravishankar 7760966971	417	208.50	KSWC -I (G.R. Halli N H-13) Chitradurga
Total					417	208.50	
4	Bellary	Hospet	Hospet	Maruthi Bandi vaddar 7760967018	3881	2367.80	KSWC –II APMC Yard Hospet.
			Total		3881	2367.80	
Grand Total:					5073	2988.53	