



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

**REQUEST FOR PROPOSAL**

**Empanelment of suppliers for supply of**  
**Common Rice under Public Distribution**  
**Scheme of Government of Karnataka for**  
**2013-14 under e-procurement mode**

**KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LTD**  
**No.16/I, Millers Tank Bed Area, Vasanthnagar, Bangalore-52**

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**Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of Government of Karnataka for the year 2013-14 under e-procurement mode.**

**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.

The Government of Karnataka has appointed KFCSC Ltd., as its agency for procuring Common Rice for distribution under Public Distribution Scheme (PDS).

The KFCSC Ltd shall follow e-procurement mode and has entrusted the same to NCDEX Spot Exchange Ltd., for conducting electronic auction system for procurement of Common Rice from registered suppliers.

The KFCSC Ltd has invited applications from the eligible Rice Millers/Suppliers/Value Chain Participants (like traders, processors etc) for enrolment as registered suppliers for supply of Common Rice. The procedure for enrolment and registration of suppliers, terms and conditions for supply of Common Rice under the above scheme is detailed below:-

**1.SCOPE OF WORK:-**

1.1. The KFCSC Ltd being the appointed agency for procurement of Common Rice under Public Distribution Scheme proposes to procure the Common Rice for 2013-14 from the Rice Millers / Suppliers / Value chain participants (like traders, processors etc) through e-procurement process.

1.2. The requirement of Common Rice under this scheme for the year 2013-14 is approximately 1.5 lakh Metric Tonnes per month, which has to be supplied to the designated ware houses of KFCSC Ltd situated in all the talukas of the state of Karnataka. The list of designated warehouse locations and the approximate quantity of the Common Rice 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 KFCSC Ltd from time to time.

1.3. Under the above scheme Common Rice will be procured from the registered Rice Millers / Suppliers / Value chain participants (like traders, processors etc) as per the eligibility criteria mentioned in Section-2.

1.4. In order to facilitate Rice Millers / Suppliers / Value chain participants (like traders, processors etc) 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

1.5. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7 Such evaluation will be conducted by the third party assaying agency appointed by KFCSC Ltd.

1.6 After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by KFCSC Ltd 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. Suppliers with following facilities are eligible to apply for registration as registered supplier with KFCSC Ltd.,

2.2. The Suppliers / Value chain participants (like traders, processors etc) should have traded minimum quantity of 500 MTs of rice on yearly basis in the previous two years and as on the date of bidding, the bidder should have a stock of rice equal to the quantity offered in the bid and should show/declare before the successful bidder enters in the agreement.

2.3. Rice Millers who have hulled minimum quantity of 10000 MTs of Paddy of any Government / Corporation in past two years and as on date of bidding, the bidder should have a stock of rice equal to the quantity offered in the bid and should show/declare before the successful bidder enters in the agreement.

2.4. The Rice Millers / Suppliers / Value chain participants (like traders, processors etc) should have adequate secured storage facility to store minimum 300 MTs of Common Rice.

2.5. The Rice Millers / Suppliers / Value chain participants (like traders, processors etc) should have proper valid license by the concerned authority for processing, storing, sale of Common Rice.

2.6. The Rice Millers / Suppliers / Value chain participants (like traders, processors etc) should have been in operation for at least past three years. They should possess valid VAT and State / Central Sales Tax registration issued by concerned authorities.

2.7 The firm 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.

### **3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.**

3.1. Attested copy of the license issued under Sec-72 and Rule-76 of Karnataka Agricultural Produce Marketing & Regulation Act-1966 and Rule-1968 for those Rice Millers / Suppliers / Value chain participants (like traders, processors etc) which are located within the state of Karnataka for trading, processing and stocking of commodity under APMC Act. In respect of other states the relevant Act / Rules, if any, shall apply.

3.2. Audited balance Sheet and profit / loss account of past two years duly certified by Chartered Accountant to be furnished.

3.3. Copy of the Income Tax returns of last two years with a copy of a PAN card attested by Chartered Accountant.

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

3.5. An affidavit regarding

3.5.1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such other laws 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 firm, they 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.

3.7 The Rice Millers / Suppliers / Value chain participants (like traders, processors etc) 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.

3.8. 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.

3.9. Bank account details of firm with address of the bank, IFSC Code should be furnished.

3.10. The bidders shall produce copies of the tax returns, and APMC market cess payment receipts in support of the claim.

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 format of application is furnished vide Annexure-2 and 3 respectively.

3.12. A D.D/Electronic fund transfer in favour of KFCSC Ltd for Rs.100/- and Service Tax(12.36 %) as applicable payable at Bangalore towards application fee (non-refundable) shall be enclosed along with the application. It applies to both existing suppliers as well as new applicants. A D.D/Electronic fund transfer in favour NCDEX Spot Exchange Ltd, payable at Mumbai for Rs.1000/- and Service Tax(12.36 %) as applicable towards registration fee in any of the following NCDEX Spot Exchange Accounts to enroll on NCDEX Spot Exchange Ltd for participation in e-auction shall be enclosed along with the application separately.

3.13. Those who would like to submit advance application through e-mail shall remit the registration fee as specified above i.e Rs.100/- and Service Tax(12.36 %) as applicable in favour of KFCSC to the following Bank account.

<b>Karnataka Food and Civil Supplies Corporation Ltd.</b>			
<b>Bank Name</b>	<b>Account No.</b>	<b>IFSC Code</b>	<b>Branch</b>
<b>Vijaya Bank</b>	<b>133100301000193</b>	<b>VIJB0001331</b>	<b>Trinity Circle/Bangalore</b>

In respect of payment of registration fee of Rs.1000/- and Service Tax(12.36 %) as applicable in favour of NCDEX Spot Exchange Ltd, the amount may be remitted to any of the following Bank account.

<b>NCDEX Spot Exchange Ltd</b>			
<b>Bank Name</b>	<b>Account No.</b>	<b>IFSC Code</b>	<b>Branch</b>
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

3.14. The application for registration with relevant Annexures can be downloaded without any charge from the website of KFCSC i.e. [www.kfcsc.com](http://www.kfcsc.com). In this regard for any clarifications contact the registered Head office of KFCSC Ltd at the following address on or before 12<sup>th</sup> July, 2013.

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

Requests for forwarding applications through post / couriers will not be entertained.

3.15. The interested applicants may also visit website [www.ncdexspot.com](http://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**

#### **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 18<sup>th</sup> July, 2013 at the following address:

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

4.2. In order to facilitate suppliers to submit applications by e-mail, the following suggested process may be followed:-

4.2.1. Scanned copy of duly completed application



4.2.2. Scanned copy of VAT / Sales Tax Registration certificate

4.2.3. Scanned copy of PAN Card and Address proof (Pass Port / Voters ID /Aadhar / Telephone Bill)

4.2.4. Scanned copy of trade license or Certificate of Registration or Certificate of incorporation

The above documents may be sent to following e-mail along with details of registration fee as specified in clause 3.13 paid through RTGS (Transaction details, date, Bank, IFSC Code). Suppliers shall forward all the original documents as specified in section 2 and 3 by couriers as per clause 4.1 specified above.

**[dgmpds@kfcsc.com](mailto:dgmpds@kfcsc.com) or [info@kfcsc.com](mailto:info@kfcsc.com)**

**[askus@ncdexspot.com](mailto:askus@ncdexspot.com)**

4.2. The KFCSC Ltd will scrutinize the applications and relevant documents submitted along with the application. The applicants will be informed within three working days from the last date for submission of application regarding acceptance / rejection of their application. The selected applicants will be enrolled as registered suppliers of Common Rice under Public Distribution Scheme for the year 2013-14 by KFCSC Ltd and will be issued with registration number / user ID and password by NCDEX Spot Exchange Ltd which will enable them to participate in e-auction as per the terms and conditions.

4.3. In order to facilitate empanelment of suppliers and to encourage their participation, the applications received after 5.00 pm of 18<sup>th</sup> July, 2013 will also be accepted for empanelment. However the registration for empanelment for the year 2013-14 shall be kept open throughout the year till further notice. The applications received after 18<sup>th</sup> July, 2013 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 and Letter of registration by KFCSC Ltd, three working days prior to date of e-auction

4.3.2 The registered suppliers can also register with the NCDEX Spot Exchange Ltd with maximum of one mobile number for participating on e-auction for forwarding bids through short message services (SMS) subject to availability of such facility. The format of application is furnished in annexure-4

4.4. All the 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 for designated districts / taluka warehouses notified by KFCSC Ltd.

4.5. The existing members of NCDEX Spot Exchange need not pay registration fee of Rs.1000+ ST 12.36%. However they have to submit all the documents as per the tender for scrutiny of eligibility criteria by the KFCSC Ltd. They shall pay registration fee of Rs.100+ST 12.36% as stated above.

## **5. SCHEDULING OF E-AUCTIONS.**

5.1 Based on the requirements, KFCSC Ltd will notify NCDEX Spot Exchange Ltd to schedule auctions on periodic basis. Details of e-auction schedule will be available with concerned district offices of the corporation. Further such details will be posted on the web site of KFCSC Ltd ([www.kfcsc.com](http://www.kfcsc.com)) and NCDEX Spot Exchange Ltd ([www.ncdexspot.com](http://www.ncdexspot.com)).

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 Common Rice will be as per specifications detailed in clause 6.2 below. KFCSC Ltd has the right to alter certain parameters / specifications and same shall be notified in the website ([www.kfcsc.com](http://www.kfcsc.com)) while notifying the e-auction schedule.

6.2. Rice shall be in sound merchantable condition, sweet, dry, clean, wholesome, of good food value, uniform in colour and size of grains and free from moulds, weevils, Rodent hairs/excreta, obnoxious smell, admixture of unwholesome poisonous substances, Argemone maxicana and lathyrus sativus (khesari) in any form or colouring agents and all impurities except to the extent in schedule below. It shall also conform to FSSAI standards.

(figures in percentages)

Schedule of specification

Sl.No.	Refractions	Maximum Limit (%)	
		Grade 'A'	Common
1.	Broken*s		
	Raw	25.0	25.0
	Parboiled	16.0	16.0
2.	Foreign Matter**		
	Raw/Parboiled	0.5	0.5
3.	Damaged#/Slightly Damaged Grains		
	Raw	3.0	3.0
	Parboiled	4.0	4.0
4.	Discoloured Grains		
	Raw	3.0	3.0
	Parboiled	5.0	5.0
5.	Chalky Grains		
	Raw	5.0	5.0
6.	Red Grains		
	Raw/Parboiled	3.0	3.0
7.	Admixture of lower class		
	Raw/Parboiled	6.0	-
8.	Dehusked Grains		
	Raw/Parboiled	12.0	12.0
9.	Moisture content @		
	Raw/Parboiled	14.0	14.0

\* Including 1% small broken.

\*\* Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.

# Including pinpoint damaged grains.

@ Rice (both raw and parboiled) can be procured with moisture content up to a maximum limit of 15% with value cut. There will be no value cut up to 14%.

Between 14% to 15% moisture, value cut will be applicable at the rate of full value.

The rice delivered shall be of standard quality strictly as per specification.

6.3. The supplier is expected to ensure that the Common Rice delivered to the designated warehouses of KFCSC Ltd is strictly within the time as stipulated in the supply order and adhere to the quality parameters as stipulated above.

6.4. The quality parameters other than those parameters mentioned in 6.2 above shall be in accordance with the specification indicated in the Food Safety and Standards Act 2006 and connected rules and free from common deleterious matter. Common Rice should be free from any added colour and adulteration. The KFCSC Ltd., at its own discretion may get samples tested for added colour/adulteration at Public Health Institute, Bangalore/CFTRI etc., The Cost of such test will be debited to supplier's account. Action will be initiated against those suppliers who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act 2006 and connected rules

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

6.5. Suppliers shall be liable for any action consequences that may arise due to non adherence to quality parameters. Any disputes shall be settled in accordance with clause-13 as detailed below. They shall keep the NCDEX 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 consequential losses/damages on account of such supplies under the scheme.

## **7. ASSAYING**

7.1 The KFCSC Ltd will appoint a third party inspection agency for assaying of Common Rice. The quality of Common Rice will be evaluated based on specified quality parameters as detailed in section 6 or as may be notified by

KFCSC Ltd before scheduling e-auction on NCDEX Spot Exchange Ltd Platform.

7.2. The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weigh bridge receipt along with copy of invoice / delivery challan shall be handed over to Warehouse Manager at respective delivery locations while giving delivery of consignment. Deliveries without valid documents will be rejected and will not be inwards at the warehouse.

7.3. Consignment will be unloaded at the designated warehouse during working hours i.e. between 10 A.M and 5 P.M only. On arrival of the consignment the respective Warehouse Manager will verify the documents and after confirming authenticity of the consignment directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

7.4. The testing and certification will be carried out while unloading the consignment at the warehouse. Assaying of samples has to be carried out in the presence of Warehouse Manager designated by KFCSC Ltd., representative of the supplier, if present and any official as may be notified by KFCSC from time to time.

7.5 The stocks which qualify the quality parameters will only be accepted and inwards by the Warehouse Manager.

7.6 After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipts at unloading point along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the Warehouse Manager.

7.7 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Assayer and Warehouse Manager shall

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

7.8. Suppliers may note that after receiving each lot at the designated Warehouses located at the taluka levels, the assaying will be carried out by the assaying agency in order to ensure that the consignment conforms to the quality parameters stipulated in para 6. Only such lot of consignment which pass the assaying test will be received by the Warehouse Manager. The cost of assaying will be borne by the suppliers and such costs will be deducted while making the payment for supplies made.

7.9. A detailed circular regarding assaying procedure, details of cost of assaying , the name of third party agency appointed for assaying will be published in the website of KFCSC Ltd for the information of registered suppliers.

## **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 for participation 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/User ID and password are eligible to participate in the electronic bid system i.e. e-auction.

8.3. The NCDEX will schedule the auctions for each district separately based on the indent placed by the KFCSC Ltd and the e-auction calendar for each

district will be published on the website of the NCDEX Spot Exchange Ltd ([www.ncdexspot.com](http://www.ncdexspot.com))

8.4. The registered suppliers shall not be intimated individually regarding the e-auctions. However the registered suppliers may contact KFCSC Ltd offices located at District Head Quarters for obtaining details of schedule of e-auctions. Further NCDEX will send the information about the e-auction through an SMS/e-mail to each of the empanelled supplier. However empanelled suppliers are advised to rely on the information published on the web site ([www.ncdexspot.com](http://www.ncdexspot.com), [www.kfcsc.com](http://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 to obtain details of the schedule of e-auctions through the website ([www.ncdexspot.com](http://www.ncdexspot.com), [www.kfcsc.com](http://www.kfcsc.com)) 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 account to participate in the e auctions as given below:

A/c Name - NCDEX Spot Auction; Bank – HDFC Bank; Bank A/c no. - 600340051106; Branch - Fort Branch, Mumbai; IFSC Code - HDFC0000060 for the E- Auction by way of:

- Demand Draft/Pay Order in the name of NCDEX Spot Auction, Payable at Mumbai or
- RTGS Transfer or
- Direct Deposit/Transfer

8.7 The bidder member should intimate NCDEX Spot for the transfer of funds

through the Participants Fund Management (PFM) Module-  
<https://pfm.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 Exchange. 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 Exchange on the withdrawal request made by the bidder through PFM Module 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 scheduled 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://trade.nspot.in>, the online trading system made available by NCDEX Spot as per the terms and conditions of the E-Auction.

8.13. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lots in respect of each district.

8.14 The price quoted shall be per 100 Kgs(Quintal) basis for each district wise lot and are:



- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, Fee/taxes including CST/VAT if any payable for delivery at taluka level.
- b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at designated warehouse notified by KFCSC Ltd at taluka level in respect of each lot for the concerned district.

8.15 The Bids of all Bidders who have participated in the E-Auction must remain valid for minimum period of ten days from the date of auction.

8.16 The Bidders are required to quote in Indian Rupees per 100 Kgs (Quintal) for each auction. The KFCSC Ltd. 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. (Rupee 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 KFCSC Ltd by NCDEX Spot Exchange Ltd. The lowest valid bid once approved by KFCSC Head office will be declared as successful L-1 bidder and the same will be communicated to the successful bidder by NCDEX Spot Exchange Ltd.

8.18. The final results of the E-Auction as declared by KFCSC Ltd are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years.

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 Exchange, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully

responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

8.20. The Bid of the lowest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by NCDEX Spot Exchange Ltd after getting approval from KFCSC Ltd within ten working days of close of e-Auction. The confirmation of acceptance or rejection of lowest bid will be communicated to the successful bidder by NCDEX Spot Exchange Ltd by email to registered e-mail ID or by FAX (As per NCDEX Spot's records).

8.21 KFCSC Ltd., and 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://trade.nspot.in>

8.22 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 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.

8.23 In case of successful bid of the supplier the margin money will be refunded after execution of supplies by the supplier and completion of the clearing and settlement process.

8.24 In case of unsuccessful bid of the supplier the margin money will be refunded the next working day by the exchange. If supplier wishes to retain the margin the same would be allowed by the exchange and participate in the subsequent e auctions.

8.25. The successful bidders will be charged transaction charges of 0.1% (one tenth of per cent) and Service Tax(12.36 %) as applicable of the traded value by NCDEX Spot Exchange 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.

8.26. The successful bidder upon receipt of communication regarding acceptance of bid by the KFCSC Ltd/ 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:

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

## **9. ORDER FOR SUPPLIES.**

9.1. The short listed suppliers who qualify in e-auction for each lot / destination will be issued with purchase orders / indents by KFCSC Ltd.

9.2. The KFCSC Ltd does not guarantee the minimum quantity, which will be ordered.

9.3. Quantities supplied in excess, subject to a limit of five per cent of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by KFCSC Ltd. The KFCSC Ltd at his sole discretion may place Purchase orders/indents by FAX / PHONOGRAM / LETTER / E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honour such indents and shall arrange to supply requisite quantity of Common Rice to the designated locations. Normally Ten (10) days time will be given to commence the delivery of commodities indented for supply in staggered manner and the entire indented quantity has to be supplied within Twenty (20) days from the date of indent/purchase order. Suppliers are bound to adhere to such delivery schedules without fail.

9.4. The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper with KFCSC to fulfill the contractual obligations as specified in the tender. The draft format of agreement will be available on the website of KFCSC Ltd. Further he shall deposit an amount equivalent to 2.0% (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:( as described in para 8.26 above)

<b>NCDEX Spot Exchange Ltd</b>			
<b>Bank Name</b>	<b>Account No.</b>	<b>IFSC Code</b>	<b>Branch</b>
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

Agreement not accompanied by the 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.

9.5. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this contract.

9.6. 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 the contract.

9.7. Non acceptance of purchase order / indents within five days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years.

9.8. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of security deposit and EMD (margin money) and blacklisting of the supplier depending on the gravity of the situation.

9.9. At any stage of supplies under the scheme, if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and action under the existing laws will be initiated to recover such loss. In case fresh supplies are not effected in accordance with terms and conditions of purchase order/indent, KFCSC Ltd is at liberty to purchase the item from other alternative sources and recover the difference of cost from the qualified supplier.

#### **10. TERMS AND CONDITIONS OF DELIVERY.**

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

10.2. The successful suppliers should deliver at his cost the Common Rice to the designated warehouse/storage place as per the purchase order / indent issued by KFCSC Ltd.

10.3. The successful supplier should pack the Common Rice net 50Kgs in new gunny bags of B-Twill quality of 50 Kgs capacity. All the gunny bags should be preferably machine stitched or properly stitched with 14 stitches with strong twine and carefully knotted and duly stenciled. The text of the matter to be printed on each gunny bag of 50 Kg shall contain the following details.

KFCSC Ltd, R.R Common Rice,
--------------------------------

PUBLIC DISTRIBUTION SCHEME, 2013-14
GOVERNMENT OF KARNATAKA
SUPPLIER CODE. . . . .
LOT No. . . . .

**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 through NCDEX Spot Exchange Clearing & Settlement account to the respective account of the suppliers by electronic fund transfer within ten (10) working days from date of submission of bills with relevant documents to the respective District Manager of KFCSC Ltd.

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

11.3. The supplier shall submit the following documents after giving delivery of the consignment to the respective wholesale points of KFCSC Ltd:

- a) Commercial Invoice and Delivery Challan
- b) Copy of Assaying Report at the unloading point
- c) Electronic Weighbridge Receipts at loading point and unloading point(if electronic weigh bridge facility is available at unloading point)
- d) Stock receipt issued by Warehouse Manager of designated warehouse of KFCSC Ltd

**12. PENALTY CLAUSE**

12.1. In case if the supplier fails to complete the supplies in time as per indent, the KFCSC Ltd reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re-auction the desired quantity through NCDEX Spot Exchange Ltd. The difference in cost if any, for procurement of Common Rice from the above alternative sources will be recovered from the defaulted supplier

by initiating legal action. EMD will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation.

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 solely at the discretion of KFCSC Ltd. If the situation so warrants the KFCSC Ltd may ask the Supplier to supply the goods within the stipulated delivery schedule as per indent/purchase order without any extension of delivery schedule.

### **13. ARBITRATION:**

13.1. 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.

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

### **14. FORCE MAJEURE:**

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Karnataka State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than

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

Signature of the applicant.

Name:

Seal:

Date:

Place:



### Annexure-1

**List of designated warehouses notified by KFCSC Ltd and estimated quantity of Common Rice per month under PDS Scheme 2013-14**  
**(Note: The quantities/locations detailed below are only indicative and are subject to actual requirement as may be indented by KFCSC Ltd from time to time)**

Sl. No	Name of the cluster	Location of Warehouse		Approximate quantity of Common Rice (Raw) per month in MTs	Approximate quantity of Common Rice (Parboiled/Single Parboiled) per month in MTs
01	Bagalkot 1	01	BADAMI	553	
		02	BAGALKOT	460	
		03	HUNGUND	533	
				<b>1546</b>	
02	Bagalkot 2	01	BILAGI	216	
		02	JAMKHANDI	900	
		03	MUDHOL	491	
				<b>1607</b>	
03	Bangalore (IRA) 1	01	BANGALORE EAST(IRA)	459	
		02	BANGALORE WEST(IRA)	1060	
		03	BANGALORE CENTRAL(IRA)	247	
				<b>1766</b>	
04	Bangalore (IRA) 2	01	BANGALORE SOUTH(IRA)	928	
		02	BANGALORE NORTH(IRA)	751	
				<b>1679</b>	
05	Bangalore (Rural) 1	01	DEVANHALLI	507	
		02	HOSKOTE	593	
				<b>1100</b>	
06	Bangalore (Rural) 2	01	DODBALLAPUR	709	
		02	NELAMANGALA	443	
				<b>1152</b>	

07	Bangalore(U) 1	01	BANGALORE NORTH	1979	
08	Bangalore(U) 2	01	BANGALORE SOUTH	1350	
				<b>1350</b>	
09	Bangalore(U) 3	01	ANEKAL	1192	
		02	BANGALORE EAST	757	
				<b>1949</b>	
10	Belagaum 1	01	CHIKODI	1297	
		02	HUKERI	580	
		03	GOKAK	1113	
				<b>2990</b>	
11	Belagaum 2	01	BELGAUM	1283	
		02	KHANAPUR	444	
				<b>1727</b>	
12	Belagaum 3	01	ATHANI	1047	
		02	RAYBAG	522	
				<b>1569</b>	
13	Belagaum 4	01	RAMDURG	424	
		02	SAVADATHI	593	
		03	BILAHONGAL	660	
				<b>1677</b>	
14	Bellary 1	01	BELLARY	1238	
		02	SIRUGUPPA	353	
				<b>1591</b>	
15	Bellary 2	01	HOSPET	678	
		02	SANDUR	356	
				<b>1034</b>	

16	Bellary 2	01	HADAGALLI	368	
		02	KUDLIGI	439	
		03	HAGARIBOMMANAHALLI	263	
				<b>1070</b>	
17	Bidar 1	01	BASAVAKALYAN	598	
		02	HUMNABAD	546	
		03	BHALKI	488	
				<b>1632</b>	
18	Bidar 2	01	AURAD	450	
		02	BIDAR	839	
				<b>1289</b>	
19	Bijapura 1	01	BASAVANA BAGEVADI	535	
		02	BIJAPUR	1238	
				<b>1773</b>	
20	Bijapura 2	01	INDI	655	
		02	MUDEDEBIHAL	510	
		03	SINDGI	584	
				<b>1749</b>	
21	Chamarajanagar 1	01	CHAMARAJANAGAR	911	
		02	GUNDLUPET	573	
				<b>1484</b>	
22	Chamarajanagar 2	01	KOLLEGALA	899	
		02	YELANDUR	212	
				<b>1111</b>	
23	Chikkamagalur 1	01	CHICKMAGALUR	664	
		02	KADUR	748	
		03	MUDIGERE	278	
				<b>1690</b>	

24	Chikkamagalur 2	01	NARASIMHARAJAPURA	139	
		02	SRINGERI	71	
		03	TARIKERE	481	
		04	KOPPAL	165	
				<b>856</b>	
25	Chitradurga 1	01	CHALLAKERE	785	
		02	CHITRADURGA	879	
		03	MOLAKALMURU	306	
				<b>1970</b>	
26	Chitradurga 2	01	HIRIYUR	715	
		02	HOLALKERE	486	
		03	HOSDURGA	525	
				<b>1726</b>	
27	Dharwad 1	01	DHARWAD	883	
		02	HUBLI	1435	
		03	KALGHATGI	353	
				<b>2671</b>	
28	Dharwad 2	01	KUNDGOL	403	
		02	NAVALGUND	370	
				<b>773</b>	
29	Davanagere 1	01	DAVANAGERE	1390	
		02	HARIHARA	557	
				<b>1947</b>	
30	Davanagere 2	01	CHANNAGIRI	681	
		02	HONNALI	549	
		03	HARAPPANAHALLI	576	
		04	JAGALUR	402	
				<b>2208</b>	

31	Ramanagar 1	01	CHANNAPATNA	653	
		02	RAMANAGARAM	647	
		03	MAGADI	501	
				<b>1801</b>	
32	Ramanagar 2	01	KANAKAPURA	<b>958</b>	
33	Gadag 1	01	GADAG	704	
		02	MUNDARAGI	293	
		03	SHIRAHATT	427	
		04	RON	500	
				<b>1924</b>	
34	Gulbarga 1	01	CHINCHOLI	531	
		02	CHITAPUR	791	
		03	SEDAM	416	
				<b>1738</b>	
35	Gulbarga 2	01	GULBARGA	1483	
		02	JEVARGI	577	
				<b>2060</b>	
36	Gulbarga 3	01	AFZALPUR	418	
		02	ALAND	636	
				<b>1054</b>	
37	Hassan 1	01	ARKALGUD	543	
		02	HOLENARSIPUR	525	
		03	ALUR	225	
		04	SAKALESHPUR	281	
				<b>1574</b>	
38	Hassan 2	01	BELUR	534	
		02	HASSAN	988	
				<b>1522</b>	

39	Hassan 3	01	ARSIKERE	815	
		02	CHANNARAYAPATNA	745	
				<b>1560</b>	
40	Haveri 1	01	SHIGGAON	374	
		02	SAVANUR	310	
		03	HAVERI	601	
		04	BYADGI	277	
				<b>1562</b>	
41	Haveri 2	01	HANAGAL	528	
		02	HIREKERUR	458	
		03	RANEBENNUR	660	
				<b>1646</b>	
42	Karwar 1	01	BHATKAL		236
		02	HONAVAR		302
		03	KUMTA		292
					<b>830</b>
43	Karwar 2	01	ANKOLA	0	255
		02	HALIYALA	375	0
		03	KARWAR	0	296
				<b>375</b>	<b>551</b>
44	Karwar 3	01	MUNDGOD	198	
		02	SIDDAPUR	180	
		03	SIRSI	318	
		04	SUPA	117	
		05	YELLAPUR	141	
				<b>954</b>	
45	Chikkaballapura 1	01	BAGEPALLI	488	
		02	GAURIBIDANUR	687	
		03	GUDIBANDA	133	
				<b>1308</b>	

46	Chikkaballapura 2	01	CHIKBALLAPUR	450	
		02	CHINTAMANI	738	
		03	SIDLAGHATTA	522	
				<b>1710</b>	
47	Kolar 1	01	MULBAGAL	662	
		02	SRINIVASPUR	492	
				<b>1154</b>	
48	Kolar 2	01	BANGARAPET	889	
		02	KOLAR	786	
		03	MALUR	490	
				<b>2165</b>	
49	Koppal 1	01	GANGAVATHI	905	
		02	KOPPAL	658	
				<b>1563</b>	
50	Koppal 2	01	KUSHTAGI	444	
		02	YELBURGA	442	
				<b>886</b>	
51	Kodagu 1	01	MADIKERI	198	
		02	SOMVARPET	373	
		03	VIRAJPET	331	
				<b>902</b>	
52	Mandya 1	01	PANDAVAPURA	501	
		02	KRISHNARAJPET	636	
		03	SHRIRANGAPATTANA	520	
				<b>1657</b>	
53	Mandya 2	01	MANDYA	1057	
		02	NAGAMANGALA	518	
				<b>1575</b>	

54	Mandya 3	01	MADDUR	771	
		02	MALVALLI	844	
				<b>1615</b>	
55	Mangalore 1	01	BANTVAL		426
		02	MANGALORE		752
		03	PUTTUR		279
		04	SULYA		160
					<b>1617</b>
56	Mangalore 2	01	BELTANGADI		<b>301</b>
57	Mysore 1	01	NANJANGUD	1110	
		02	TIRUMAKUDAL-NARSIPUR	890	
				<b>2000</b>	
58	Mysore 2	01	MYSORE	<b>2405</b>	
59	Mysore 3	01	HEGGADADEVANKOTE	791	
		02	HUNSUR	712	
		03	KRISHNARAJANAGARA	621	
		04	PIRIYAPATNA	531	
				<b>2655</b>	
60	Raichur 1	01	DEVADURGA	396	
		02	RAICHUR	702	
		03	MANVI	561	
				<b>1659</b>	
61	Raichur 2	01	LINGSUGUR	608	
		02	SINDHNUR	699	
				<b>1307</b>	
62	Shimoga 1	01	BHADRAVATI	758	
		02	SHIMOGA	1030	
				<b>1788</b>	



62	Shimoga 1	01	TIRTHAHALLI	242	
		02	HOSANAGARA	192	
		03	SAGAR	340	
		04	SORAB	387	
		05	SHIKARPUR	472	
				<b>1633</b>	
63	Tumkur 1	01	CHIKNAYAKANHALLI	486	
		02	TIPTUR	462	
		03	KUNIGAL	457	
		04	TURUVEKERE	347	
		05	SIRA	758	
				<b>2510</b>	
64	Tumkur 2	01	GUBBI	599	
		02	TUMKUR	1354	
		03		<b>1953</b>	
65	Tumkur 3	01	KORATAGERE	394	
		02	MADHUGIRI	641	
		03	PAVAGADA	538	
				<b>1573</b>	
66	Udupi	01	KARKAL		211
		02	UDUPI		454
		03	KUNDAPURA		448
					<b>1113</b>
67	Yadgir 1	01	SHAHPUR	594	
		02	SURPUR	686	
		03	YADGIR	679	
				<b>1959</b>	
	<b>Grand Total</b>			<b>104562</b>	<b>4412</b>

**ANNEXURE-2**  
**APPLICATION FOR ENROLMENT AS SUPPLIER OF COMMON RICE UNDER**  
**PUBLIC DISTRIBUTION SCHEME FOR THE YEAR 2013-14**

*(NOTE: Annexure-2 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 Rice Miller / Supplier / Value chain participants (like traders, processors etc)	
2. Office Address a) Telephone No./Fax No./Mobile No. b) E-mail c) website d) Residential Address e) Residential Telephone No.	
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	
7. D.D. No. & Date or RTGS remittance details(in case application by e-mail) towards registration fee  a) KFCSC Ltd Rs 100 + ST@ 12.36% b) NCDEX Spot Exchange Rs 1000 + ST@ 12.36%	

<p>8. Whether the applicant has owned or leased Rice Mill or supply arrangement with Rice Mill ? Please specify.</p> <p>a) Own Rice Mill b) Leased Rice Mill c) Supply arrangement with Rice Mill d) Trader /Broker (please specify)</p>	
<p>9. Please furnish details of plant and machinery installed along with capacity as may be applicable as per category vide Sl.No.8 above</p>	<p>a) <u>List of machineries &amp; Capacity</u></p> <p>i) ii) iii) iv) v) vi) vii) viii)</p> <p>b) Total area of the land .....Sq. feet.</p> <p>c) Total constructed area.. . . .Sq. feet</p> <p>d) Installed Electrical Power Capacity .....KW/HP</p>
<p>10. Details of production &amp; labour</p> <p>a) Common Rice production per day. b) No. of Production Supervisors c) No.of skilled labourers. d)No.of unskilled labourers.</p>	
<p>11. Storage Space</p> <p>a) For raw material b) For Common Rice (finished products) c) Facility for draying</p>	<p>.....Quintals . . . . .Quintals</p> <p><b>.....Sq.feet</b></p>
<p>12. Packaging of jute bags of 50 Kgs</p> <p>a) Machine stitched b) Manually stitched c) Weighing scale Electronic/manual/automated</p>	
<p>13. Year of Establishment of the firm</p>	
<p>14.Details of Rice processed</p>	
<p>15.No.of years of operation in processing of the Common Rice</p>	
<p>16. Annual Turnover (Rs. in Crore)</p> <p>a) 2010-11 b) 2011-12 c) 2012-13</p>	
<p>17. Quantity (Mts) of Rice sold / traded</p> <p>a) 2011-12 c) 2012-13</p>	

18.Name & Address (with phone numbers) of Companies to whom you are supplying Common Rice (Furnish the list and attach to the application along with copy of invoices/bills /purchase orders for past 2011-12 and 2012-13)	
19.Name of the Authorized signatory (a copy of the authorization to be enclosed wherever necessary)	

**I / we hereby agree to abide by terms & conditions stipulated for empanelment as Supplier of Common Rice. The duly signed terms and conditions of RFP document for supply of Common Rice is enclosed to this application along with relevant documents.**

**Date:**  
**Place:**

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

**ANNEXURE - 3**

**NCDEX SPOT REGISTRATION FORM FOR COMMON RICE 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

<b>City</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Pin</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Tel. No.</b>	<input style="width: 100%; height: 20px;" type="text"/>
<b>Mob. No.</b>	<input style="width: 100%; height: 20px;" type="text"/>

<b>Fax. No.</b>	<input type="text"/>
<b>Email ID</b>	<input type="text"/>
<b>Contact Person Name</b>	<input type="text"/>
<b>Designation</b>	<input type="text"/>

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

**Exchange Name 1**

**Exchange Name2**

**Exchange Name3**

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

**7. Authorized Signatory/ies Details**

**Name**

**Address**


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

**8. Address of Registered Office /Communication address**

**Address**

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

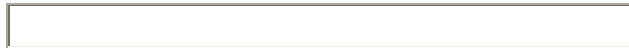
<input type="text"/>
----------------------

**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:**

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

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



**Declaration:**

- ❖ I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.
- ❖ I/ we hereby state that the above mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- ❖ I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for registration of Common Rice 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**

*(Company Letter Head)*

### **Authorization Letter (Mobile SMS Trading)**

To:

NCDEXSPOT Exchange Ltd.

Kanjur Marg (W),

Mumbai-78

I hereby authorize below Mobile number to be registered for Mobile SMS Trading at NCDEXSPOT Exchange.

<b>Name Of Firm</b>	<b>NSPOT TM ID</b>	<b>Mobile Number for Mobile SMS Trading</b>	<b>Name of Mobile No. User</b>

Kindly do the needful.

Thanking You

*SIGN*

(NAME)

(Designation)

**ANNEXURE-5**

<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 2 <sup>ad</sup> FLOOR, BUDA BUILDING KEREKATTA, MODHI CIRCLE, NEAR MODHI TALKIES, <b>BELLARY-583 101</b> PHONE: <b>0839 2276283</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD CHANDHANA COMPLEX, 1 <sup>ST</sup> FLOOR, HARSA MAHAL ROAD <b>HASSAN 573 201.</b> PHONE <b>0817 2268692</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD KARNATAKA HOUSING BOARD COMPLEX 1 <sup>ST</sup> FLOOR MAHANTESH NAGAR MALA MARUTI EXTENSION BELGAUM 590 016 PHONE: <b>0831 2422421</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD VIDYANAGAR 3 <sup>RD</sup> MAIN, 'A'BLOCK, BANAKAR BUILDING HAVERI 581 110 PHONE: <b>08375 236342</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD "AHARA BHAVANA" (MAILLOOR) <b>BIDAR 585 403.</b> PHONE: <b>0848 2226305</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD BANGARPET ROAD NO.1955 KANAKANAPALYA KOLAR 563 101 PHONE: <b>08 152 2226 14</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD NEAR N.G.O'S GUEST HOUSE, D.C. OFFICE COMPOUND <b>BIJAPUR 586 101.</b> PHONE: <b>0835 2250652</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD OLD DISRRICT OFFICE COMPOUND <b>KARWAR 581301(U.K.DISTRICT)</b> PHONE: <b>08382 226243</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD KANTI BUILDING OPP:LIONS SCHOOL, KERUDI HOSPITAL ROAD <b>BAGALKOT 587 101</b> PHONE: <b>08354 226639</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD ZILLA ADMINISTRATIVE BHAVAN OFFICE HOSPETE ROAD <b>KOPPAL 583 231.</b> PHONE: <b>958539 221340</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 3 <sup>RD</sup> FLOOR ZILLA ADMINISTRATIVE BHAVAN .OFFICE <b>CHAMARAJNAGAR- 571 313.</b> PHONE: <b>082 26225811</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD D.C.OFFICE COMPOUND MANDYA - 571 401 PHONE: <b>08232 220553</b>
<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD MALLEGOWDA COMPLEX 1 <sup>ST</sup> FLOOR, <b>M.G.</b> ROAD 2 <sup>ND</sup> CROSS,CHICKMAGALORE - 577 101 PHONE: <b>0826 2235711</b>	<b>DISTRICT MANAGER</b> KARNATAKA FOOD & CIVIL SUPPLIES CORPORATION LTD 3 <sup>RD</sup> FLOOR, RASIK CHAMBERS, MARKET ROAD, HAMPANAKATTE, <b>MANGALORE 575 001.</b> PHONE: <b>08242 447436</b>

<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD NO.10, PRGAGATHI NILAYA, KSRTC BUS DEPOT ROAD, KELEGOT, <b>CHITRADURGA 577 501</b> PHONE: <b>0814226265</b></p>	<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD NEW STREET, NO.1170 ITTIGEGODU (INDIRANARA) <b>Mysore 570 010.</b> <b>PHONE: 0821 2521198</b></p>
<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD NO.37, LAXMI NAGAR, BEHIND MODERN TALKIES, P.B.ROAD,DHARWAD - 580 004 PHONE: <b>08362 747752</b></p>	<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD NO.1-11-530 M-103, NIJALIGAPPA COLONY, RAICHUR <b>PHONE: 08532 220595.</b></p>
<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD AHARA BHAVAN No.506, 'C' BLOCK, DOUBLE ROAD NEAR SHIVALI TALKIES SRI DEVARAJ URS LAYOUT <b>DAVANAGER - 577 006</b> PHONE: <b>08192 270306</b></p>	<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD BESIDE EXCISE DEPT., DC OFFICE COMPOUND, <b>SHIMOGA 577 201.</b> <b>PHONE: 08182 223174</b></p>
<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD K.H.B.PLAZA OPP CENTERAL BUS STAND <b>GULBARGA 585 101</b> PHONE: <b>08472254984</b></p>	<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD D.C. OFFICE COMPOUND, TUMKUR 572 101 PHONE: <b>0816 2278792</b></p>
<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD K.H.B. COMPLEX 1<sup>ND</sup> FLOOR, LAKSHMESHWARA ROAD <b>GADAG 582 102</b> <b>PHONE: 0837 2237408</b></p>	<p><b>DISTRICT MANAGER</b>KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD NO.5/1-275/43 BALACHEDA COMPLEX CHITHAPURA ROADYADGIR 585 202 PHONE: <b>08473 251407</b></p>
<p><b>DISTRICT MANAGER.</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD #.1686, Malleshwra Temple Street B.M road opp. Regnant Clinic <b>Ramnagar.</b>  <b>PHONE: 27272245</b></p>	<p><b>DISTRICT MANAGER</b> KARNATAKA FOOD &amp; CIVIL SUPPLIES CORPORATION LTD #..223/1, Bazaar road crass 4<sup>th</sup> division <b>Chikkabalapura- 562 101</b> PHONE <b>08156 272037</b></p>

## ANNEXURE -6

**(Affidavit to be furnished by Rice Millers / Suppliers / Value chain participants (like traders, processors etc) who had enrolled as registered suppliers during the year 2013-14)**

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 M/s.....(name of bidder) (hereinafter referred to as "Supplier"), which/who was empanelled for supply of Common Rice pursuant to Notification No.KFCSC/MKT/----- Dated:----- for the year 2013-14. As per Condition of the Notification No----- dated-----for empanelment of supplier for supply of Common Rice under Public Distribution scheme of Government of Karnataka 2013-14 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 Common Rice 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 the 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 while empanelling as supplier of Common Rice 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 KFCSC Ltd or on the basis of information received through other sources, I understand that our empanelment as supplier of Common Rice under Public Distribution scheme for the year 2013-14 will be liable to be rejected and in case order for supply is given, the same will be liable to be rescinded and the same will be without prejudice to any other consequences to which the concerned supplier will be exposed for misrepresentation and misleading KFCSC Ltd.

Solemnly affirmed at \_\_\_\_\_ on this \_\_\_\_ day of-----, 2013

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Deponent

**Annexure-8**

**Agreement**

This Agreement made this day of..... between the District Manager ..... District, Karnataka Food & Civil Supplies Corporation Ltd., registered under the Companies Act 1956, having its District Office at..... (Hereinafter called the 'District Manager') which term shall mean and include his successor in office of the first part and M/s. \_\_\_\_\_ a \_\_\_\_\_ proprietorship concern/partner of the firm/Co-operative society/company represented by Sri \_\_\_\_\_ in the capacity of \_\_\_\_\_ hereinafter called the 'supplier', which term shall mean and include his legal heirs, successors, executors and assigns of the other part, witnesses as follows:

Whereas the Corporation has taken the decision of enrolling suppliers for supply of Common Rice for the year 2013-14, 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 Common Rice under Public Distribution Scheme of Government of Karnataka through NCDEX Spot Exchange Ltd. for the academic year 2013-14" and agreed to perform duties and services hereinafter described under the terms and conditions mentioned below and the Corporation has enlisted

M/s..... as 'supplier' subject to all the terms and conditions stipulated and provided herein below:

It is hereby agreed between the parties as follows:

- 01.The terms and conditions mentioned in the "REQUEST FOR PROPOSAL- Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of Government of Karnataka for 2013-14 under e-procurement mode" No. KFCSC Circular No.....dated .....regarding e-auction of Common Rice 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 2.0% (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 - HDFC Bank; Bank A/c no. - 600340051106; Branch - Fort Branch, Mumbai; IFSC Code - HDFC0000060. The proof of deposit of security deposit is detailed below:**

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

03. The KFCSC Ltd does not guarantee the minimum quantity, which will be ordered for supply. The KFCSC Ltd 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 subject to a limit of five percent will not be paid for.

04. It is agreed between the parties that ten days time would be normally allowed for supply of quantity indented. However, the conditions mentioned in the tender document for REQUEST FOR PROPOSAL-Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of Government of Karnataka for 2013-14 under e-procurement mode will apply mutatis mutandis specifying the delivery period while placing the indent / purchase order. Supplier shall supply and adhere to time schedule, failing which penalty will be levied as detailed in clause-8 under this agreement.

## **5. Quality Parameters:**

5.1 The quality parameters for Common Rice will be specified by the KFCSC Ltd for each destination. The specifications are detailed below for reference only. The KFCSC Ltd has the right to alter the parameters at its own discretion before notifying the e-auction schedule for each location.

5.2. Rice shall be in sound merchantable condition, sweet, dry, clean, wholesome, of good food value, uniform in colour and size of grains and free from moulds, weevils, Rodent hairs/excreta, obnoxious smell, admixture of unwholesome poisonous substances, Argemone maxicana and lathyrus sativus (khesari) in any form or colouring agents and all impurities except to the extent in schedule below. It shall also confirm to FSSAI standards.

(figures in percentages)

Schedule of specification

Sl.No.	Refractions	Maximum Limit (%) Grade'A' Common	
1.	Brokens*		
	Raw	25.0	25.0
	Parboiled	16.0	16.0
2.	Foreign Matter**		
	Raw/Parboiled	0.5	0.5
3.	Damaged#/Slightly Damaged Grains		
	Raw	3.0	3.0
	Parboiled	4.0	4.0
4.	Discoloured Grains		
	Raw	3.0	3.0
	Parboiled	5.0	5.0
5.	Chalky Grains		
	Raw	5.0	5.0
6.	Red Grains		
	Raw/Parboiled	3.0	3.0
7.	Admixture of lower class		
	Raw/Parboiled	6.0	-
8.	Dehusked Grains		
	Raw/Parboiled	12.0	12.0
9.	Moisture content @		
	Raw/Parboiled	14.0	14.0

\* Including 1% small brokens.

\*\* Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin.

# Including pinpoint damaged grains.

@ Rice (both raw and parboiled) can be procured with moisture content up to a maximum limit of 15% with value cut. There will be no value cut up to 14%. Between 14% to 15% moisture, value cut will be applicable at the rate of full value.

The rice delivered shall be of standard quality strictly as per specification.

5.3. The supplier is expected to ensure that the Common Rice delivered to the designated warehouses of KFCSC Ltd is strictly within the time as stipulated in the supply order and adhere to the quality parameters as stipulated above.

5.4. The quality parameters other than those parameters mentioned in 6.2 above shall be in accordance with the specification indicated in the Food Safety and Standards Act 2006 and connected rules and free from common deleterious matter. Common Rice should be free from any added colour and adulteration. The KFCSC Ltd., at its own discretion may get samples tested for added



colour/adulteration at Public Health Institute, Bangalore/CFTRI etc., The Cost of such test will be debited to supplier's account. Action will be initiated against those suppliers who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act 2006 and connected rules

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

5.5. The supplier is expected to ensure that the Common Rice delivered to the designated warehouses of KFCSC Ltd is strictly within the time as stipulated in the supply order and adhere to the quality parameters as stipulated above.

5.6. The quality parameters other than those parameters mentioned in 5.2 above shall be in accordance with the specification indicated in the Food Safety and Standards Act 2006 and connected rules and free from common deleterious matter. Common Rice should be of Indian origin and free from any added colour and adulteration. The KFCSC at its own discretion may get samples tested for added colour/adulteration at Public Health Institute, Bangalore/CFTRI etc., The Cost of such test will be debited to supplier's account. Action will be initiated against those suppliers who fail to comply with above specified quality parameters as per terms and conditions, and as per provisions under Food Safety and Standards Act 2006 and connected rules

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

5.7. Suppliers shall be liable for any action consequences that may arise due to non adherence to quality parameters. Any disputes shall be settled in accordance with clause-13 as detailed below. They shall keep the NCDEX Spot Exchange Ltd. indemnified at all times in this regard.

5.8. Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any consequential losses/damages on account of such supplies under the scheme.

## **6. PRICE PER QUINTAL FOR SUPPLY OF COMMON RICE BY THE SUPPLIER**

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

- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, Fee/taxes including CST/VAT if any payable for delivery at taluka level.
- b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at warehouse/wholesale points of KFCSC Ltd at taluka level in respect of each lot for the concerned district.

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

6.3 After receiving each lot at the Warehouse located at the taluka levels, the assaying will be carried out by the assaying agency in order to ensure that the consignment conforms to the quality parameters stipulated in para 6 of tender document and only such stock which pass the assaying test will be received by the Depot Manager. Cost of assaying as detailed in clause 7.8 of " REQUEST FOR PROPOSAL-Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of Government of Karnataka for 2013-14 under e-procurement mode"(RFP)

6.4 The Supplier has agreed to supply Common Rice to the destinations mentioned in the supply order at the rate, quality and quantity as detailed in indent / purchase order issued by KFCSC Ltd and quality as mentioned in RFP.

<b>SLNo</b>	<b>Indent / Purchase order No. &amp; Date</b>	<b>Name of the District</b>	<b>Common Rice rate per 100 Kgs in Rs.</b>	<b>Total Quantity in MTs.</b>

6.5 In case the supplies are not effected within 10 days as per indent/purchase order the 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 paras 9.3, 9.8 and 9.9 of RFP.

6.6 The declared L1 price is valid for ten (10) days from the date of e-Auction.

## **07. PAYMENTS:**

7.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by KFCSC Ltd to the suppliers within ten (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 Common Rice under Public Distribution Scheme of Government of Karnataka for 2013-14 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 the empty gunny bag to arrive at net weight of quantity of Common Rice supplied.

7.2.2. Transaction charges levied by NCDEX Spot Exchange Ltd., at the rate of 0.1 per cent (one tenth per cent) and Service Tax(12.36 %) as applicable on the value of the Common Rice supplied by the supplier.

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

## **8. PENALTY CLAUSE:**

8.1 In case if the supplier fails to complete the supplies in time as per indent, the KFCSC Ltd reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX Spot Exchange ltd. The difference in cost if any, for procurement of Common Rice from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation.

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 Metric tonne is solely at the discretion of KFCSC Ltd. If the situation so warrants the KFCSC Ltd may ask the Supplier to supply the goods within the stipulated delivery schedule as per indent/purchase order without any extension of delivery schedule.

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 KFCSC Ltd.

8.4 In case the appointed suppliers fails to fulfill the obligation of contract by not supplying the indented goods within the stipulated time or violates any condition or partial violation of the terms and conditions or fails to give agreement with in the stipulated time, he is liable to be placed under "BLACK LIST" in addition to forfeiture of the EMD (Margin Money) and Security Deposit and any consequential damage / loss to the Corporation will be recovered from the supplier.

8.5 The KFCSC Ltd may alter certain clauses, terms and conditions of the agreement. However in such cases the supplier will be consulted before revising such clause/clauses, if necessary.

8.6 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of Adulteration in the goods supplied. Without prejudice to the right of the Corporation to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

8.7 The supplier shall adhere to the provisions of relevant act and rules thereupon in connection with supply of Common Rice. Any deviation to terms and conditions of delivery as specified in clause 10 of "REQUEST FOR PROPOSAL-Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of

Government of Karnataka for 2013-14 under e-procurement mode“ would attract penalty and action as per the rules.

8.8 The KFCSC Ltd reserves the right to terminate the contract, during the period of the agreement, with seven days notice, for breach of any terms and condition of this agreement or due to change in the policy guidelines of either the Government of Karnataka or KFCSC Ltd.

## **9. CONDITIONS REGARDING REJECTION OF MATERIALS.**

9.1 If the supplies are not in conformity with the specification prescribed as per clause -5 of this agreement, such materials are liable to be rejected. The suppliers may note that as per clause-7 of “REQUEST FOR PROPOSAL-Empanelment of suppliers for supply of Common Rice under Public Distribution Scheme of Government of Karnataka for 2013-14 under e-procurement mode” assaying will be carried out at the unloading point and if the quality of Common Rice fail to comply with the specifications as per the report submitted by the third party inspection agency, the material offered for inspection will be rejected. In such an event the supplier will be called upon to offer alternative lots for inspection and certification.

9.2 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.

9.3 In case if fresh supplies or not effected against rejected lots within ten (10) days, the Corporation is at liberty to purchase the item from any other alternative source or through re-auction and recover the extra cost if any, from the supplier apart from forfeiture of EMD (Margin Money), 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 the applicant**

**Name**

**Seal,**