



KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LIMITED

No.16/l, 'Ahara Bhavan' Millers Tank Bed Area, Vasanthanagar, Bangalore-52

TENDER NOTICE "FOR APPOINTMENT OF THIRD PARTY AGENCIES TO CARRY OUT SAMPLING AND TESTING OF COMMON RICE FOR QUALITY CERTIFICATION"

No: KFCSC/PRO/PDS/C-RICE/2013-14/

Date:27.06.2013

The Karnataka Food and Civil Supplies Corporation (KFCSC Ltd) is a Government Company registered under companies Act-1956 having its registered office in 16/l, Millers Tank Bed Area, Vasanthanagar, Bangalore-560 052.

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

The KFCSC Ltd shall follow e-procurement mode through NCDEX Spot Exchange Ltd for procurement of Common Rice from registered suppliers.

KFCSC desires to appoint third party quality inspection agencies/Assaying Agency for the quality certification of Common Rice. In view of this, Corporation invites Bids in sealed covers from the eligible Quality Control third party agencies/laboratories/Assaying agency engaged in the sampling and testing of various commodities like food grains, coarse grains and pulses/dals etc. for certification of quality in accordance with quality specifications detailed in the document. Interested parties are invited to submit the tender in sealed covers

- (1) Cover 'A' shall contain all the documents listed in clause 13(a) of the RFP along with EMD and tender documents duly signed by authorized signatory.
- (2) Cover 'B' shall contain financial bid as per clause 13(b) RFP document duly signed by authorised signatory.

Both of these Covers shall be placed in bigger cover superscribing as "**Tender for Quality Certification : sampling & Testing 2013-14**" & should reach the Corporation office at Bangalore on or before **15.07.2013, 5.00 PM**. For further details you can contact Sr. Deputy General Manager at the above mentioned address.

Sd/-
Managing Director



KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LIMITED

No.16/I, 'Ahara Bhavan' Millers Tank Bed Area, Vasanthanagar, Bangalore-52.

**TENDER DOCUMENTS FOR
APPOINTMENT OF THIRD PARTY AGENCIES TO CARRY OUT SAMPLING
AND TESTING OF COMMON RICE FOR QUALITY CERTIFICATION DURING
YEAR 2013-14 UNDER PUBLIC DISTRIBUTION SCHEME.**

TENDER NOTICE NO.:KFCSC/PRO/PDS/C-RICE/2012-13 DATE: 27.06.2013

SECTION-I: INVITATION FOR BIDS (IFB) FROM ELIGIBLE BIDDERS FOR APPOINTMENT OF THIRD PARTY AGENCIES/ASSAYING AGENCIES TO CARRY OUT SAMPLING AND TESTING OF COMMON RICE FOR QUALITY CERTIFICATION

IFB NO. : KFCSC/ PRO/PDS/C-RICE/2013-14(A)

DATE: 27.06.2013

The Karnataka Food and Civil Supplies Corporation (KFCSC Ltd) is a Government Company registered under companies Act-1956 having its registered office in 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 Public Distribution Scheme (PDS)

The KFCSC Ltd shall have the option to follow e-procurement mode through NCDEX Spot Exchange Ltd or direct procurement from State Agencies for procurement of Common Rice from registered suppliers

KFCSC desires to appoint third party quality inspection agencies for the quality certification of Common Rice. In view of this, Corporation invites Bids in sealed covers from the eligible Quality Control third party agencies/ laboratories/ Assaying Agencies engaged in the sampling and testing of various commodities like food grains, coarse grains and pulses/dals etc. for certification of quality in accordance with quality specifications detailed in the document. Interested parties are invited to submit the tender in sealed covers and covers should reach the Corporation office at Bangalore as per the following time schedule. For further details you can contact Sr. Deputy General Manager at the below mentioned address.

The tender document is available on the web site www.kfcsc.com. The salient features of the bid are tabulated below:

#	Particulars	Details
1	Pre-bid meeting date, time and venue	08.07.2013, at 12.00 noon Conference Room Karnataka Food & Civil Supplies Corporation Ltd., 16/I, MILLERS TANK BED AREA, VASANTHAGAR BANGALORE-560 052.
2	Date & Time for submission of Bid.	15.07.2013 before 5.00 PM

3	Address/ Place for submission of Bids	Office of the General Manager, Karnataka Food & Civil Supplies Corporation Ltd., .16/I, MILLERS TANK BED AREA, VASANTHNAGAR,BANGALORE-560 052.
4	Price of Tender Document	The bid document can be downloaded free of cost, but at the time of submission Rs.2000/- (Rupees Two thousand only) payable through DD/Pay Order at Bangalore in favour of Karnatka Food & Civil Supplies Corporation Ltd. should be enclosed with Technical Bid.
5	EMD	Rs.1,00,000/- (Rupees One lakh only). EMD should be payable through DD/Pay Order at Bangalore in favour of Karnatka Food & Civil Supplies Corporation Ltd. along with submission of Technical Bid.
6	Date & Time and place for opening of Technical Bid	16.07.2013 at 3.00 PM Conference Room Karnataka Food & Civil Supplies Corporation Ltd., 16/I, MILLERS TANK BED AREA, BANGALORE-560 052.
7	Performance Security Deposit (PSD)	Rs.5,00,000/- (Rupees five lakhs only). PSD should be payable through DD/Pay Order at Bangalore in favour of Karnataka Food & Civil Supplies Corporation Ltd.

Technical & Commercial bids shall be submitted as follows:

- (1) Cover 'A' shall contain all the documents listed in clause 13(a) of the RFP document along with EMD and tender documents duly signed by authorised signatory.
- (2) Cover 'B' shall contain financial bid as per clause 13(b) RFP document duly signed by authorized signatory.
- (3) Both of these Covers shall be placed in big cover superscribing as "**Tender for Quality Certification : sampling & Testing 2013-13**" should reach the Corporation office at Bangalore on or before **15.07.2013, 5.00 PM**. For further details you can contact Sr. Deputy General Manager at the above mentioned address. The commercial bids of only those tenderers whose technical bid get qualified will be opened at above address on the above date or any other date as decided by the Managing Director.

All bids are to be submitted strictly as per the terms and conditions and formats given in the bid document and no deviation, whatsoever, will be accepted. Conditional Bids will not be accepted. KFCSC Ltd reserves the right to reject any or all Bids without assigning any reason, whatsoever. The bid document is non transferable.

(Managing Director)

SECTION – II: INSTRUCTIONS TO BIDDERS (ITB)

Instruction to Bidders for participation in Tender:

1. Tender documents are available at KFCSC office which Bidders can collect/download free of cost from website **www.kfcsc.com** till the time duration mentioned at Invitation for Bids. However, in case bid is submitted tender document fee (TDF) as mentioned in Invitations for Bids needs to be submitted along with tender.
2. Technical and commercial bids are required to be submitted in physical form with required TDF, EMD and other documents. at the corporation office in a sealed cover.
3. Tender document fees and earnest money deposit in respect to tender should be submitted at specified date, time and place as mentioned at IFB.
4. Interested Bidders can view these tender documents on line. Bidders can download/collect tender documents as mentioned above and Bidders who wish to submit their offer shall pay tender fee & earnest money deposit in form of Demand Draft payable at Bangalore drawn on any Nationalized Bank or Scheduled Bank in favour of Karnataka Food & Civil Supplies Corporation., Bangalore.

Section – III: Requirement & General Terms & Conditions

01. SCOPE OF WORK:

KFCSC is procuring and supplying Common Rice under 'PDS Scheme' of Government of Karnataka. With a view to procure and supply items as per the quality specifications decided by KFCSC, and to maintain quality during storage, KFCSC desires to appoint third party quality inspection agency/Assaying Agency for the quality assurance.

The third party agency appointed by KFCSC is expected to carry out following tasks on need basis as per the requirement of schemes/ indenting District Managers of KFCSC at the designated KFCSC godowns :

- i. To draw random samples from the stock as per the standard norms or norms decided by KFCSC at unloading point i.e designated Warehouses of KFCSC Ltd.
- ii. To carry out test weightment as per norms to ascertain net weight of item in bags
- iii. To perform quality testing of the samples drawn from the stock as per the standard norms or norms decided by KFCSC at respective locations while unloading of consignment by the eligible supplier **(Please see enclosed Annexure I for details)**
- iv. To prepare test reports as per the standard norms / format decided by KFCSC and send the same to concerned authority with confidentiality within stipulated turn around time.
- v. To provide support services on various issues related to quality assurance, quality specifications, Food Safety & Standards Act norms etc.

Bidders are required to use their own accessories (like moisture meter, Hot air oven, analysis kit, chemicals, laboratory instruments & facilities, sample bag, sample slip, seal, sealing material, stationery, registers, computers, printers, scanners, etc. as per the requirement), technical man power with necessary skill, general management, transport arrangement, lodging and boarding facilities etc. for drawing samples, testing samples at the respective locations in Karnataka and all activities associated with the tender at their own expense.

02. ESTIMATED WORK:

Sr.	Item/ Commodity	Unit	Approximate Estimated Quantity to be Purchased/ Procured per month	Estimated numbers of samples per month at KFCSC godowns located all over Karnataka while unloading	Turn Around Time in no. of days for testing of sample
1	Common Rice	Metric Tonne	1 lakh MTs per month	10000	Same day i.e.on the spot at respective location

Note: This requirement is purely an estimate and it is not binding on the part of KFCSC to award the work accordingly.

03. ELIGIBILITY FOR BIDDING:

1. Bidders be they proprietary or partnership firms, registered companies or any other legal entities having own laboratory/ testing facilities are eligible to compete in their own names in the bid and accordingly a contract will be executed with such bidder.
2. The bidder should be reputed experienced laboratory having the following criteria:
 - i. Laboratory should have accreditation under NABL certification for the Food Category/Items and the tests performed.
 - ii. Laboratory should be accredited by FSSAI.
 - iii. Laboratory should have minimum 15 technical/ qualified man power.
 - iv. Laboratory's establishment should be in operation for at least three completed financial years.
 - v. Laboratory should have minimum three years of experience of sampling, grading and testing of agriculture produce and products.
 - vi. Laboratory should have analysed minimum of 1500 samples of Foodgrains/Cereals/Pulses including Common Rice for Govt./Semi-Govt. Organizations, Corporate, etc. in last two years.

Copies of documents in support of 2 (i) to (vi) above shall be enclosed with the technical bid

Copies of all supporting documents like recognitions, accreditations, certificates, man power list and CVs, registration, work orders etc. are required to be enclosed with the technical bid.

3. The bidders annual turnover in a single business name of the firm/ company/ individual participating in the bidding should not be less than **Rs.1 Crore** in the last financial year. In support of this, copies of audited balance sheet and profit & loss account of respective financial year certified by a Chartered Accountant should be enclosed. If last financial year's accounts are not ready then copies of audited balance sheet and profit & loss account of financial year prior to the last one's certified by a Chartered Accountant should be enclosed.
4. Bidder is required to submit certified copy of the Service Tax Registration certificates, relevant PAN cards, partnership deed in case of partnership firm, constitution / Memorandum & Article of Association in case of Registered Company etc., as the case may be.
5. In case of offers from bidders having testing facilities of required product at multiple locations, the bidders are requested to specifically indicate the capacity and location of laboratory. Also the laboratory designated for the regular testing must have all the valid licenses and certificates required under this tender. Bidder having facilities at multiple locations and capability to carry out test using mobile testing kits on the spot i.e. at respective locations of supplies and / or KFCSC godowns is mandatory. The assaying certificate shall be issued on the spot after completion of assaying.
6. An undertaking to the effect that the bidder has not been debarred or disqualified by any Government Department or KFCSC on account of any valid reason shall be submitted along with the bid. The bid or bidder who has been so debarred for a valid reason will not be considered for evaluation.
7. The bidder should be able to satisfy the KFCSC of its capability of sampling & testing in accordance with tender's terms and conditions. The KFCSC or its authorized representative may visit bidder's testing units to ascertain the bidder's capabilities and the bidder shall cooperate during such inspections. During such inspection, if KFCSC feels that bidder does not have required capabilities in terms of the tender, KFCSC has right to reject the bid.
8. The bidder may designate one of its employees as authorized representative through an appropriate power of attorney acceptable to KFCSC, who may deal with the KFCSC on its behalf.
9. Bidder shall furnish all documents establishing the eligibility and conformity to the Bid Document of all Goods and Services, which the Bidder proposes to work/supply under the Contract. The bidder should ensure that all copies are self certified, wherever not clearly mentioned and are legible.

04. PRICE BASIS

The bidder is required to carry out assaying of Common Rice supplied by various suppliers at their location as well as the warehouse points located at the taluk level across the 30 districts of the state, as and when each consignment is received by the warehouse point.

The charges for the Sampling & Testing of Common Rice as per KFCSC's quality specifications shall be quoted in Rupees per Quintal and it shall be inclusive of all relevant expenses like man power, transport, boarding, lodging, use of testing material & equipments, packing material for sample, present all Govt. duties and taxes as applicable, courier expenses and all other incidentals for delivering the test reports at district offices/godowns of KFCSC Ltd.

Prices quoted by the Bidder shall be firm, uniform across all locations and fixed during the Bidder's performance of the Contract and not subject to variation on any account, whatsoever. KFCSC reserves right to accept or reject the offer depending upon the practical situation at the time of award of the contract.

05. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Corporation will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

06. CONTENTS OF BIDDING DOCUMENT

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents on submission of a bid not substantially responsive to the bidding document in every respect will be at bidder's risk and may result in rejection of its bid.

07. CLARIFICATION/ OTHER INFORMATION OF BIDDING DOCUMENT

For any clarification/other information in regard to this IFB, queries may be sent to the Sr. Deputy General Manager, KFCSC with a copy to General Manager, KFCSC at Fax. No. 080- 22266299/22096688 in writing within 2 days of publication of this IFB on the official website www.kfcsc.com. Queries received after 2 days will not be answered.

08. LANGUAGE OF BID

The bid particulars are required to be submitted in English language. However, documents such as certificates and other enclosures to the bid document can be in any language. However, in case those documents are in language other than English, Hindi or Kannada, the true translation in English thereof will have to be furnished along with tender document by the bidder.

09. BID CURRENCIES

The bidder will quote prices, submit Tender Document Fee (TDF)/ Earnest Money Deposit (EMD)/ Performance Security Deposit (PSD) and claim payment against services in Indian Rupees.

10. TENDER DOCUMENT FEE:

The bidder shall enclose Tender Document Fee (TDF) for the value of **Rs.2000/-** (Rupees two thousand only) in form of a crossed account payee demand draft issued by a nationalized or scheduled bank in favour of "Karnataka Food & Civil Supplies Corporation." payable at Bangalore. No exemption from submitting Tender Document Fee shall be given to any party on any count whatsoever. Offers received without Tender Document Fee or offers not accompanied by the required amount of tender document fee shall be rejected outright. Tender Document Fee is non-refundable.

11. EARNEST MONEY DEPOSIT (EMD):

The bidder shall enclose EARNEST MONEY DEPOSIT (EMD) for the value of **Rs.1,00,000/- (Rupees one lakh only)** in form of a crossed account payee demand draft issued by a nationalized or scheduled in favour of "Karnataka Food & Civil Supplies Corporation." payable at Bangalore. No exemption from submitting EMD shall be given to any party on any count whatsoever. Offers received without EMD or offers not accompanied by the required amount of EMD shall be rejected outright. EMD received after the opening of Technical Bid shall not be accepted and the offers shall be treated as without EMD and will be accordingly rejected. The EMD is required to protect the Corporation against risk of Bidder's conduct, which would warrant its forfeiture.

The EMD shall be forfeited:

- a. if a Bidder withdraws its bid during the period of bid validity or
- b. if the Bidder changes the rate after procedure of the price negotiations is completed with the respective L-1 bidder or
- c. in case of the successful bidder, if the Bidder fails:
 - i. to furnish Performance Security Deposit (PSD) in accordance with the Tender Document or
 - ii. to sign the Contract in accordance with the Tender Document

No interest will be paid on EMD. Unsuccessful bidders' EMD will be returned as early as possible, but not later than 30 (thirty) days after the expiration of the period of bid validity prescribed by the Corporation. Successful bidder's EMD will be returned upon the bidder furnishing the Performance Security Deposit and signing of contract. It is open for successful bidder to submit request for adjustment of EMD against PSD.

12. PERIOD OF VALIDITY OF BIDS

Bids shall remain valid for a period of **30 days** from the last date prescribed for submission of bids. A bid valid for a shorter period will be rejected by the Corporation as non-responsive. In exceptional circumstances, the Corporation may request the Bidder(s) for an extension of the period of validity.

13. SEALING, MARKING AND SUBMISSION OF BIDS

Tenderer should sign on each page of the tender document as a part of acceptance of all terms and conditions. bidder should submit tender in form of technical bid as well as commercial bid as follows:

a) **Technical Bid :**

Bidders having own laboratory/ testing facilities are eligible to compete in their own names in the bid and accordingly a contract will be executed with such bidder.

- . The bidder should be reputed experienced laboratory. The Laboratory designated for the regular testing must have all the valid licences and certificates required under this tender. The annual turnover in a single business name of the firm/ company/ individual participating in the bidding should not be less than **Rs.One Crore** in the last financial year. Bidder is required to submit certified copy of the Service Tax Registration certificates, relevant PAN cards, partnership deed, Memorandum & Article of association. The assaying certificate shall be issued on the spot after completion of assaying. An undertaking for not been debarred or disqualified by any Government Department or KFCSC on account of any valid reason shall be submitted along with the bid.

The following documents shall comprise the Technical Bid:

- a. The original bid document duly signed and stamped on each page as an acceptance of terms and conditions of the tender,
- b. The detail/ documents proving and establishing the eligibility criteria as mentioned in this tender document. Necessary records for proof should also be submitted.
- c. Tender Document Fee (TDF) and EMD,

- d. Power of Attorney/Letter of Authorization of the signatory of the bid document duly notarized,
- e. Self certified copy of NABL certification with NABL scope.
- f. Self certified copy of valid license issued by the concerned authority
- g. Self certified copy of registration to establish that bidder's laboratory establishment is in operation for at least since last three years.
- h. Self certified copies of work orders or other proofs for the sampling & testing experience to prove that bidder has minimum two years experience of sampling and testing of agriculture commodities.
- i. Self certified copies of work orders or other proofs for the sampling & testing experience to prove that bidder has minimum three years experience of sampling and testing of food articles / food products.
- j. Detail of in house Quality Control facilities with list of equipments, man-power and associated laboratory detail, contract etc.
- k. Copies of Balance Sheets/Profit & Loss Accounts for the last completed financial year certified by a chartered accountant,
- l. A self declaration of bidder for good experience, reputation and not debarred by Govt. organisation
- m. Performance Statements with details of the orders, addresses of clients, and contact nos., quantity of samples tested etc. to prove that Laboratory has analysed minimum of 1500 samples for Common Rice/pulses for Govt./Semi-Govt. Organizations, Corporates etc. in last two years.

The Technical Bid as mentioned above together with Company's/ Firm's details duly filled in the prescribed format shall be submitted.

All the detail as mentioned in Technical Bid documents, other detail as required in this tender document, as well as the demand draft of Tender Document Fee (TDF) and Earnest Money Deposit (EMD) as per the tender condition should be submitted in the sealed technical bid cover.

b. FINANCIAL BID/ COMMERCIAL BID/ PRICE BID:

The commercial bid should be submitted in closed covers only.

The charges for the Sampling & Testing of Common Rice as per KFCSC's/FSSA quality specifications shall be quoted in Rupees per Metric Tonne (MT) and it shall be inclusive of all relevant expenses like man power, transport, boarding, lodging, use of testing material & equipments, packing material for sample, present all Govt. duties and taxes as applicable, courier expenses and all other incidentals for delivering the test reports at district offices/ godowns of KFCSC Ltd.

Prices quoted by the Bidder shall be firm, uniform for all locations and fixed during the Bidder's performance of the Contract and not subject to variation on any account, whatsoever.

KFCSC reserves right to accept or reject the offer depending upon the practical situation at the time of award of the contract.

c.SUBMISSION OF TENDER DOCUMENTS:

Tenderers should submit the bids in 2 cover system with both covers placed in one big sealed cover super scribing "**Tender for Quality Certification: Sampling & Testing-2012-13**" tender notice number, name, address, phone number, fax number and mobile number of the tenderer. The envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late". If the outer envelope is not sealed and marked as required, the Corporation will assume no responsibility for the Bid's misplacement or premature opening. The Bid should be hand delivered to ensure timely arrival.

14. LATE BIDS:

Any Bid received by the Corporation after the deadline for submission of Bids prescribed by the Corporation in this document will be rejected and returned unopened to the Bidder.

15. OPENING OF BIDS:

First of all technical bid cover 'A' will be opened. At the time of opening of the tender as specified above, if it is found that the technical bid submitted by the bidder is as per the terms and conditions of the tender and bidder satisfies all the requirements and eligibility criteria as per the tender document then the commercial bid cover 'B' of the tenderer, submitted will be opened on the scheduled date & time specified above.

16. PRELIMINARY EXAMINATION OF BIDS:

The bids will be evaluated in accordance with the terms and conditions specified in the Bid document. Bid with any assumption or condition imposed by the bidder having any bearing on price, will not be considered as responsive and is liable to be rejected. The Corporation will examine each Bid to determine its completeness, computational errors, if any, furnishing of required sureties, proper signing of documents, and general orderliness of bids. Arithmetical errors, if any, will be rectified by the Corporation. Prior to financial evaluation, the Corporation will determine the substantial responsiveness of each Bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive Bid is one, which conforms to most of the terms and conditions of the Bidding Documents.

17. EVALUATION AND COMPARISON OF BIDS

The eligible bids received from each bidder will be evaluated first, in respect of each qualification criteria, technical, financial and testing facility/capability, reports/documents submitted. The bid will also be evaluated on QUALITY COST BASED SELECTION (QCBS) method described as follows:

a. TECHNICAL BID EVALUATION CRITERIA:

The technical bid will be evaluated as follows before opening of the commercial bid.

Sl. No.	Qualifying Criteria	Marks	Total Marks
1	Experience in years of sampling & grading/ testing of agriculture produce and Common Rice of the laboratory/ laboratory in charge		
	Between 2 to 3 years	8	
	Between 3 to 6 years	15	
	Between 6 to 9 years	25	
	More than 9 years	30	30
2	Man Power Capacity		
	Between 15 to 25 persons	10	
	Between 25 to 50 persons	15	
	More than 50 persons	30	30
3	Qualifications of Man Power		
	Agriculture Diploma or Graduate / Post Graduate in any discipline		
	Upto 30% of total man power	4	
	Between 30% to 60%	6	
	Between 60% to 100%	10	10
4	Annual Turn Over (Rs. in Crores)		
	Between 1.00 to 1.50	4	
	Between 1.50 to 2.00	6	
	More than 2.00	10	10
5	NABL Accrediation	10	10
6	FSSAI Accrediation	10	10
	Total	100	100

The commercial bids of those bidder's who gets at least 55 marks out of 100 marks after above mentioned technical bid evaluation will be opened and considered for further evaluation. This least marks may be reduced at the sole discretion of the Corporation if there are not enough technically qualified bidders.

b.COMMERCIAL/ FINANCIAL BID EVALUATION CRITERIA:

The bidder quoting the lowest price (L1) will be accepted. The Corporation reserves the right to accept or reject any bid at its discretion.

18. NEGOTIATION FOR PRICE REDUCTION:

The Corporation in order to have competitive price will have option to negotiate for price reduction with the L1 bidder and whose tenders have been found to be valid.

19. AWARD CRITERIA

The evaluation of the bids will be conducted in accordance with the Corporation's policies and shall be based on price, specifications, certification, delivery and other relevant factors deemed to be advantageous to the Corporation. Placement of work orders with the selected bidder(s) will be conditional on submission of all the required information and also on submission of evidence of certification of the laboratory site(s) by a recognized authority or be subject, at the bidder's expense to inspection by a competent authority designated by KFCSC for satisfaction regarding the capability of bidder for carrying out sampling & testing in accordance with tender's terms and conditions.

20. CORPORATION'S RIGHT TO VARY THE QUANTITIES AT THE TIME OF AWARD

The Corporation reserves the right, at the time of award of Contract or during the contract period, to increase or decrease the no. of samples to be drawn and/or tested. Corporation also reserves the right for division of scope of work or limiting the scope of work. It is the prerogative of the Corporation to take a decision in the best interest of the Aksharadasoha scheme and it is not necessary to award the contract to the lowest bidder.

21. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.

The Corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Corporation's action. Further Corporation has the right to split the regions by district wise and allocate such district to more than one inspection agency at the L-1 rates in view of quantum of supplies to be assayed.

22. NOTIFICATION OF AWARD

Prior to the expiration of the period of the bid validity, the Corporation will intimate the successful bidder to the address given in the tender document by /fax/email .

Following notification, the successful bidder(s) will be expected to enter into a formal contract with the Corporation from the date of notification of award. The standard general and special terms included in this IFB together with bidder's responses, will form part of contract, unless otherwise negotiated. **Bidder is expected to start working on the**

project as soon as the letter of intent (LOI) is issued by KFCSC Ltd.

23. PERFORMANCE SECURITY DEPOSIT (PSD):

Within 7 days of receipt of notification of award, the successful bidder shall furnish Performance Security Deposit (PSD) for the contract period amounting to **Rs.5,00,000 (Rs. Five Lakhs only)** in form of a crossed account payee demand draft issued by a nationalized or scheduled bank in favour of “Karnataka Food & Civil Supplies Corporation.” payable at Bangalore. Failure of the successful bidder to submit the Performance Security Deposit shall constitute sufficient ground for the annulment of the award and forfeiture of the EMD in which event the Corporation may make the award to the next lowest bidder or call for new bids.

The bidder will be allowed to adjust EMD amount against PSD, on its request. No interest will be paid on PSD.

Corporation may allow further time for furnishing PSD not exceeding 7 more days on condition of payment of penalty at Rs.2500 per day for late submission of PSD.

The proceeds of the Performance Security Deposit shall be payable to the Corporation as compensation for any loss resulting from the successful bidder’s failure to complete its obligations under the Contract. The PSD shall be forfeited, if the successful bidder fails to perform as per the terms and conditions of the contract/ tender document or in case contract is terminated due to breach of contract by bidder.

The performance security deposit will be discharged by the Corporation and returned to the Bidder on due performance of the contract for the contract period;

- a. not later than two (2) months following the date of last month’s assaying, or
- b. after adjusting the final accounts, or
- c. after submission of the indemnity bond by the bidder on the stamp paper in a format given by the Corporation and completion of the respective accounts with the tenderer.

24. SIGNING OF CONTRACT

After intimation to the successful bidder of acceptance of its bid, a contract between the Corporation and Bidder will be signed within 7 days.

25. CONTRACT COMPLETION PERIOD

The Contract will remain in force for a period of **twelve months** from the date of execution of

the Contract without any price escalation. The contract completion period could be extended for a period of **three months** by KFCSC without any price escalation in the interest of the scheme. The contract completion period could be extended for a period as mutually agreed between both the parties, without any price escalation, not extending beyond further 12 months from the date of original contract under any circumstances.

Any variation in price due to cost of operation or any other reason, whatsoever, shall not affect the agreed rates and shall not vitiate the contract and the bidder will be bound to continue to provide the services at the agreed rates/price.

GENERAL CONDITIONS OF CONTRACT (GCC)

1.DEFINITIONS

- a. The Contract is the contract between the Corporation and the Bidder to provide & complete the sampling and testing services as per agreed Specifications. This includes all attachments and appendices.
- b. The CORPORATION is KARNATAKA FOOD AND CIVIL SUPPLIES CORPORATION LTD – a company with their registered office located at No.16/l, 'Ahara Bhavan' Millers Tank Bed Area, Vasanthanagar, Bangalore-560 052.
- c. The Corporation is the party who will employ the bidder to execute the contract.
- d. The bidder means an individual/firm/registered company etc. who's bid to carry out the supply of service as per Specifications has been accepted by the Corporation.
- e. The bidder's Bid is the complete Bidding document submitted by the Bidder to the Corporation and includes Technical bid, financial bid and other required documents before the award of the contract.
- f. The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract and is the price payable to the Bidder for full and proper performance of its contractual obligations.
- g. Days are calendar days; months are calendar months as per Gregorian calendar.
- h. A Defect is any part of the supply of service which is not supplied /provided in accordance with the Specifications.
- i. PDS means Public Distribution Scheme of Government of Karnataka.
- j. Specification means the Specifications for supply of Common Rice included in the

contract and any modification or addition made or approved by the Corporation.

- k. Effective date of contract shall be the date of receipt of intimation of award by the successful bidder.

2. INTERPRETATION

These general conditions of contract shall apply to the extent they are not superseded by provisions in other parts of the contract.

In interpreting these Conditions of Contract, singular also means plural, male also included female or neutral genders, and the other way round. Headings are indicative only and have no legal significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Corporation will provide instructions clarifying queries about the Conditions of Contract, which shall be binding on the bidder.

The documents forming the contract shall be interpreted in the following order of priority.

1. Contract
2. Letter of Acceptance, notice to proceed with the works.
3. Bidder's accepted financial offer.
4. Conditions of Contract including Special Conditions of Contract
5. Specifications
6. Technical Bid
7. Any other document listed in the Contract forming part of the Contract.

3. CORPORATION'S DECISIONS AND INSTRUCTIONS

Except where otherwise specifically stated, the Corporation's decision shall be binding on the Bidder. The Bidder shall carry out all instructions of the Corporation pertaining to the contract, which comply with the applicable laws.

4. DELEGATION

The Corporation may delegate any of its duties and responsibilities to other officers' agencies or experts after notifying the Bidder and may cancel any delegation after notifying the Bidder.

5. COMMUNICATIONS

Communications between parties, which are referred to in the contract, are effective only when in writing. A notice shall be effective only when it is delivered to the person for whom

it is meant. Party means Corporation or Bidder as the case may be. Parties mean both the Corporation and the Bidder.

6. SUB-CONTRACTING

Subletting of the work to any other party is strictly prohibited.

7. QUALITY CONTROL AND INSPECTION

The bidder must, at all times, ensure that the SERVICES being provided shall always conform to the quality standard approved or prescribed by KFCSC LTD. Strict compliance with these quality standards is mandatory and deviations shall not be permitted under any circumstance.

8. TAXES AND DUTIES

The rates quoted by the Bidder shall be inclusive of prevailing Govt. duties and taxes, if any, that the Bidder may have to pay for the performance of this contract.

After award of the contract, if there is any increase in any Govt. duties or taxes, the same will be proportionately adjusted in the contract price from the date (later than the date of increase) mutually agreed between the bidder and Corporation.

9. LIQUIDATED DAMAGES

In the event of the bidder failing to provide the ordered services as per the agreed norms within given time limit, the Corporation will be entitled to avail the services not provided by the bidder within the time limit as per the scheduled time frame, from alternative sources and the Corporation will be entitled to recover the loss suffered by it on account of payment of higher price and other expenses incurred in availing the services from the alternative sources as aforesaid. The failure on the part of the bidder to deliver the services within the time limit fixed by the Corporation will be treated as breach of contract by the bidder entailing liability of termination of contract. The Corporation will recover the damages or penalty recoverable under this clause from the security deposit or any other dues payable to the tenderer.

10. TERMINATION

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

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

- a) The Bidder stops providing services for 2(Two) days when no stoppage of service is shown on the current Programme and the stoppage has not been authorized by the Corporation,
- b) If the Bidder fails to perform any other obligation(s) under the Contract; or
- c) The Corporation or the Bidder goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

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

If the Contract is terminated the Bidder shall stop services immediately.

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

11. SUSPENSION OF CONTRACT:

In appropriate case, the Corporation may at its discretion, instead of terminating contract for breach of any terms or conditions of contract by bidder, suspend the contract for specified period. In case the contract is so suspended, bidder will be under obligation to reimburse the Corporation damages or loss suffered by the Corporation on account of Corporation making alternative arrangement for procuring services during period of suspension of contract and if the bidder fails to reimburse such loss or damages, the same will be recovered from PSD or any other payment to be made to the bidder under this contract.

12. PAYMENT UPON TERMINATION

If the Contract is terminated because of a breach of Contract by the Bidder, the Corporation shall process payments due to the Bidder less all eligible deductions as applicable. If the total amount due to the Corporation exceeds any payment due to the Bidder the difference shall be a debt payable by the Bidder to the Corporation.

13. FORE CLOSURE

The Corporation reserves the right to foreclose the contract without assigning any reason. In such case the Bidder will not be entitled to any compensation for non-supply or loss of profit or any incidental costs of any kind. Payment shall be made only for services rendered and accepted by Corporation up to the date of effect of this procedure.

14. APPLICABLE LAW AND ITS JURISDICTIONS

The contract shall be governed as per Indian law and shall be subject to jurisdiction of Courts in Bangalore, Karnataka.

15. DISPUTE RESOLUTION AND LEGAL JURISDICTION

The Corporation and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the Corporation and the Bidder have not been able to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to adjudication/ arbitration. Such disputes would be subject to the jurisdiction of courts in Bangalore.

16. INTERPRETATION:

In case of any ambiguity or dispute regarding interpretation of any clause of this tender document , Managing Director, KFCSC LTD's interpretation will be treated as final and binding.

17. ARBITRATION

In case the dispute is not settled as per above, then the same shall be referred to the sole arbitrator nominated by KFCSC Ltd and such arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any amendments made in the same from time to time. The venue of arbitration in all such cases shall be Bangalore, Karnataka.

18. INSPECTION OF RECORDS BY THE CORPORATION

The bidder shall permit the Corporation to inspect the Supplier's records relating to the contract and to have them verified by the Corporation, if so required by the Corporation.

19. INDEMNITY

The Bidder shall indemnify and keep harmless the Corporation, NCDEX Spot Exchange Ltd and the State Government from and against all actions, proceedings claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Corporation or NCDEX Spot Exchange Ltd or Government. which they may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the Agreement by the Bidder but excluding any such actions, proceedings, claims demands, losses, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are Otherwise attributable to the negligence or willful acts or omissions of the Corporation, its servants, agents, or employees.

20. LABOUR

The Bidder shall, unless otherwise provided in the Agreement, make his own arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, housing, welfare and transport.

The Bidder shall, if required by the Corporation, deliver to him a return in detail, in such form and at such intervals as the Corporation may prescribe, showing the expert staff from time to time employed by the Bidder and such other information as the Corporation may require.

21. COMPLIANCE WITH LABOUR REGULATION

During the continuance of the Agreement, the Bidder shall abide at all times by all existing labour enactments and rules made there under, such as Minimum wages Act E.P.F Act.etc., regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour laws in future either by the State or the Central Government or the local authority. The bidder shall keep the Corporation indemnified against and/or on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Corporation is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/ Rules/ regulations including amendments, if any, on the part of the Supplier, Corporation shall have the right to deduct all such sums from any money due to the Bidder including his amount of security. The Corporation shall also have right to recover from the Bidder any sum required or estimated to be required for making the loss or damage suffered by the Corporation. The employees of the Bidder in no case shall be

treated as the employees of the Corporation at any point of time.

22. FORCE MAJEURE

In the event that performance of the Agreement, in the reasonable opinion of either party (Corporation & supplier) is made impossible by force majeure like war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot, commotion or disorder (unless restricted to the assaying agency's employees), quarantine restrictions, epidemics, transporter's embargo and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive etc. then either party shall so notify the other in writing. If such force majeure circumstances continue for more than three months then either party may terminate the Agreement, or complete performance of the Agreement with such adjustments as are required by the existence of the force majeure and are agreed upon by the parties.

23. GENERAL

KFCSC Ltd reserves the right to change any bid condition of any item even after inviting the bids, with prior notification and mutual understanding with the bidder. Notwithstanding anything mentioned herein above, the Corporation/Govt. shall have the final & full powers to take any decision on the matter after mutual understanding with the bidder/s.

SPECIAL CONDITIONS OF CONTRACT - All the Wholesale Points across the Talukas (SCC)

1. PROCEDURE TO PROVIDE SERVICES

- a) After signing of the contract, the KFCSC LTD will issue work order for the task to be performed under the contract/tender with schedule.
- b) The bidder shall provide the service as per the terms after receipt of the work order issued by KFCSC LTD.
- c) In the event of supply order being placed with the bidder or contract being signed with the tenderer, the bidder shall deliver the service as per the delivery schedule given in the purchase order/contract. Mostly the bidder may have to start work from the next day from the date of work order or date of intimation of acceptance of the offer or LOI. Bidder is expected to provide the services as per the turnaround time.

2. LATE DELIVERY OF SERVICES:

The late delivery of the service will be accepted for **one day per sample** after deducting late delivery charges at the rate of **5%** of the approved charges for results delivered late. Actions will be taken against the bidder for repetitive failure in providing services within

stipulated time, considering that bidder has failed in supplying the services in the given time limit/ delivery schedule. The acceptance of services after the given delivery period is at the sole discretion of KFCSC LTD.

3. PAYMENT TERMS:

The Bidder's request(s) for payment shall be made to the Corporation in writing, accompanied by a statement of assayed lots for each district, as appropriate, the Services performed, and by documents, submitted as given below and upon fulfillment of other obligations stipulated in the contract.

All payments to the Bidder(s) shall be made as per the following procedure;

- i. As per the terms and conditions of supply of Common Rice by the eligible supplier, the cost of assaying will be borne the supplier. The Corporation while making the payment to such supplies will deduct such assaying costs as per the invoices submitted by the assaying agency and transfer the payments to assaying agency.
- ii. Contract Price shall be paid as per (i) above to the Bidder within thirty days from the date of submission of statement of assayed lots for each district along with required documents to the respective District Managers of KFCSC LTD.
- iii. The Invoice shall be raised in the name of supplier of Common Rice and to be submitted to them for their needful and records.
- iv. Payments shall be adjusted for deductions for retention, other recoveries in terms of the Contract, as applicable under the law.
- v. Payments to the Bidder will be made as per (i) above for the services rendered and accepted and shall be released against submission of following documents;
 1. Original Invoice/s to be submitted to the supplier of Common Rice
 2. Statement of assayed lots along with copy of invoice/s
 3. Quality Test Certificates issued by the laboratory for the concerned batch of supply (Copy)
 4. Any other document requested by KFCSC LTD.
- vi. All payments shall be made through RTGS. All such payments are subjected needful recommendations of respective District Managers of KFCSC Ltd and approval of Head Office of KFCSC Ltd.

TECHNICAL BID FORMAT			
TECHNICAL BID WITH COMPANY/ FIRM'S DETAILS (To be filled up by the bidder)			
Sr.	Particulars	Detail	Page Nos.
1	Particulars of Bidder's organization		
	a. If proprietorship	Name of the Proprietor with address, phone/fax/ email no.	
	b. If Partnership firm	Name of all the Partners with their address, phone/fax/ email nos. Is partnership deed registered Yes/No If yes, Date of registration and name of registering authority (copy of same to be	
	c. If Ltd., Company under Indian Companies Act etc.	Please state Organization detail: Pvt.Ltd./Ltd. Registered Name & Office Address, phone, fax, email, web-site etc. Date of Certificate of incorporation Authorized Share Capital Subscribed Share Capital Memorandum & Articles of Association (Pl. enclose copies) Main business of the Company.	
2	The original bid document duly signed and stamped on each page as an acceptance of terms and conditions of the tender		
3	Tender Document Fee (TDF)	Amount, DD No., DD Date, Bank, Branch etc.	
4	EMD	Amount, DD No., DD Date, Bank, Branch etc.	
5	Name, Address and Phone Numbers of Authorised representative appointed by the bidder for all types of work related to this tender:		
6	Relationship (Proprietor/Partner/Manager etc.) of the Authorised Signatory with the Tenderer:		
7	Signature of the Authorised Representative:		

8	Passport size latest photographs of the bidder and Authorised Representative:		
9	Power of Attorney/Letter of Authorization of the signatory of the bid document duly notarized (if any)		
10	Name & Location of Laboratory unit/s, year of establishment		
11	Copy of the NABL certificate		
12	Copy of ISO certification,if any		
13	Self certified copy of valid license issued by the regulatory authority		
14	Self certified copy of registration to establish that laboratory establishment is in operation for at least since last two years.		
15	Self certified copies of work orders or other proofs for the sampling & testing of agriculture produce / products		
16	Self certified copies of work orders or other proofs for the sampling & testing of food articles / products		
17	Detail of in house Quality Control facilities with list of equipments, man-power and associated laboratory detail, contract etc.		
18	Copies of Balance Sheets/Profit & Loss Accounts for the last financial year certified by a chartered accountant,		
19	A self declaration of bidder for good experience, reputation and not debarred by Govt. organisation,		

FINANCIAL BID/ PRICE SCHEDULE FORMAT

(To be filled up by the Bidder)

PART A:**Rates to be offered in the following format:**

(The parameters to be tested for the Common Rice as per the specifications and methods shown at Annexure-I. In some of the cases KFCSC LTD may require to get the samples tested with specifications/method different than shown in the Annexure)

Sr.	Item/ Commodity	Sampling and Testing Rate in Rs. per MT basis for the lot offered for inspection at respective destinations of KFCSC designated ware house (The price quote shall be uniform for all locations)
1	Common Rice	

Note;The charges for the Sampling & Testing of above commodity as per KFCSC LTD's/FSSA quality specifications and locations shall be quoted in Rupees per MT basis and shall be uniform across all locations. Each lot will be offered for inspection while loading at suppliers location and unloading of Common Rice at respective locations of KFCSC warehouse and it shall be inclusive of all relevant expenses like man power, transport, boarding, lodging, use of testing material & equipments, packing material for sample, present all Govt. duties and taxes as applicable, courier expenses and all other incidentals for delivering the test reports at KFCSC LTD's head office/ district offices/ godowns/ etc.

Prices quoted by the Bidder shall be firm, uniform across all locations and fixed during the Bidder's performance of the Contract and not subject to variation on any account, whatsoever. A Bid submitted with an adjustable price basis will be treated as non-responsive and rejected.

DECLARATION

I / We hereby declare that we have submitted all the documents as mentioned in the Bid Document. We also understand that non-compliance of any documents will be treated as non-respective Tender and we will lose our claim to participate in the Tender Enquiry automatically and our tender is liable to be rejected.

I / We have read and understood all the terms and conditions mentioned above in the tender document and agree to abide by them.

I agree

Signature of Bidder

Name and Designation:

ANNEXURE-I

1. Common Rice Quality Specifications:

1.1 The quality parameters for Common Rice will be as per specifications detailed in clause-1.2 below. KFCSC Ltd has the right to alter certain parameters / specifications and same shall be notified in the website (www.kfcsc.com) while notifying the e-auction schedule.

1.2. 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.	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.

1.3 NOTES APPLICABLE TO THE SPECIFICATION OF GRADE 'A' AND 'COMMON' VARIETIES OF RICE.

1.3.1. The definition of the above refractions and method of analysis are to be followed as given in Bureau of Indian Standard "Method of analysis for Foodgrains" No's IS: 4333 (Part-I) 1996 and 18:4333 (Part-II) 2002 "Terminology for foodgrains" IS:2813-1995 as amended from time to time. Dehusked grains are rice kennels

whole or broken which have more than $\frac{1}{4}$ the of the surface area of the kernel covered with the bran and determined as follows:-

1.3.2 ANALYSIS PROCEDURE:- Take 5 germs of rice (sound head rice and broken) in a petri dish (80x70mm) Dip the grains in about 20 ml of Methylene Blue solution (0.05% by weight in distilled water) and allow to stand for about one minute, Decant the Methylene Blue solution Give a swirl wash with about 20 ml. of dilute hydrochloric acid (5% solution by volume in distilled water). Give a swirl wash with water and pour about 20 ml of Metanil Yellow solution (0.05% by weight in distilled water) on the blue stained grains and allow to stand for about one minute. Decant the effluent and wash with fresh water twice. Keep the stained grains under fresh water and count the dehusked grains. Count the total number of grains in 5 grams of sample under analysis. Three broken are counted as one whole grain.

2.CALCULATIONS:

$$\text{Percentage of Dehusked grain} = \frac{N \times 100}{W}$$

Where N=Number of dehusked grains in 5 grams of sample

W=Total grains in 5 grams of sample.

2.1 The method of sampling is to be followed as given in Bureau of Indian Standard "Method of sampling of Cereals and Pulses" No.IS:14818-2000 as amended from time to time.

2.2. Broken less than $\frac{1}{8}$ th of the size of full kernels will be treated as organic foreign matter for determination of the size of the broken average length of the principal class of rice should be taken into account.

2.3. Inorganic foreign matter shall not exceed 0.25% in any lot, if it is more, the stocks should be cleaned and brought within the limit kernels or pieces of kernels having mud sticking on surface of rice shall be treated as Inorganic foreign matter.

2.4. In case of rice prepared by pressure parboiling technique, it will be ensured that correct process of parboiling is adopted i.e pressure applied, the time for which pressure is applied, proper gelatinisation, aeration and drying before milling are adequate so that the colour and cooking time of parboiled rice are good and free from encrustation of the grains.

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

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.

4. The quality parameters other than those parameters mentioned in 1.2 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. 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 Terms & Conditions detailed in tender. They shall keep the NCDEX Spot Exchange Ltd. indemnified at all times in this regard.

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 at the unloading point:

7.1. The assaying agency i.e the third party inspection agency who has been awarded the tender is authorized to test and certify samples of Common Rice at respective locations of KFCSC godowns while unloading of the consignment of Common Rice

7.2. The details of qualified supplier, quantity and schedule of delivery of consignment in respect of each district will be communicated to the assaying agency through email/Fax/Telephone by the respective District Manager of KFCSC Ltd .Accordingly assaying agency will draw up schedule of sampling and inspection in order to ensure that the consignment upon reaching the destination will be assayed immediately. The assaying agency will carry out sampling and inspection on the spot at the time of unloading and ensure that there is no delay in executing the task of assaying.

7.3. Time is the essence of this contract. Any delay caused due to absence of assaying personnel at the delivery location on the scheduled day of delivery will be construed as violation of the terms and conditions of the contract. The assaying agency shall have the responsibility to liaise with Warehouse Manager/District Manager of KFCSC Ltd and also the supplier for planning visits to respective locations for carrying out sampling and testing of Common Rice.

7.4. Consignment will be unloaded at the designated warehouse during normal working hours only i.e. between 10am and 5pm. Under extraordinary circumstances subject to discretion of District Manager/Depot Manager of KFCSC Ltd the working hours may be extended or altered to facilitate inwarding of stocks to meet the needs of MDM scheme. On arrival of the consignment the 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.

7.5. The sampling testing and certification will be carried out while unloading the consignment at the accredited warehouse of the KFCSC Ltd. Assaying of samples has to be carried out in the presence of Depot Manager of KFCSC, representative of the supplier, if present and any official as may be notified by KFCSC from time to time. Five representative samples of 250Gms each will be drawn and one sample of 250Gms will be assayed on the spot by the assaying agency as per the specified quality parameters. The balance four samples will be sealed with tamperproof lock and identification label. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration

number, quantity, date/time, supplier code and serial number of assaying report will be recorded on the identification label. The label has to be properly sealed with tamperproof seal to the sample bags.

7.6.The Assayer will retain with him one sample, handover two samples to Depot Manager of KFCSC and one sample to the representative of the supplier, if present, for retaining as control samples at unloading point. The assaying report shall also record the details mentioned in the identification label along with serial numbers of the identification label for tracking control samples as regards to point of collection, custody (supplier/assayer/Depot Manager) and stage of assaying i.e. unloading point.

7.7.The assayer, representative of the supplier (if present), Depot Manager and the Official as notified by the KFCSC will jointly sign on the identification label and assaying report. After completion of above tasks the assayer shall issue the Assaying report on the spot to Depot Manager under copy to representative of supplier and District Manager of KFCSC Ltd.

7.8.The stocks which qualify the quality parameters will only be accepted and inwarded by the Depot Manager of KFCSC Ltd.

7.9. After unloading the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the weigh bridge receipts along with other documents i.e. invoice / delivery challan and weighbridge receipts at the loading point shall be handed over to the Depot Manager of KFCSC Ltd. In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the Assayer and Depot Manager shall measure the gross weight of the bag on the weighing scale available at the designated warehouse on a random basis and shall be recorded in the assaying report. Based on the recorded weights he shall arrive at net weight of the consignment.

8.Resolution of differences between Assaying Agency and the supplier on quality of Common Rice received

8.1 When the quality of the stocks received at the Depots is rejected based on the report of the assaying agency, the supplier so aggrieved may submit a written appeal addressed to District Managers requesting for retesting the quality of the stock. The letter shall be submitted to the Depot manager on the spot itself. Any letter submitted at a later date will not be entertained.

8.2 The Depot manager after receipt of such a letter shall collect three random samples of Common Rice received as per norms of the CFTRI, Mysore or Public Health Institute Bangalore. The Depot managers shall also take signatures of the suppliers, assaying agency and his own signature. Such signatures certifying the samples shall be placed in the Common Rice sample cover and sealed in front of all the parties. The Depot manager shall forward both the Common Rice samples and the letter of the supplier requesting to retest the quality of stock to the District Manager on the same day. The District Manager

after receipt of the same shall get the quality retested either at CFTRI Mysore or Public Health Institute Bangalore in the shortest time possible. The cost of such retesting shall be borne by the supplier.

8.3 In case of stark difference between quality assaying report of the Assaying agency and the CFTRI or Public Health Institute the report of the later shall be considered as final and the consignment (Common Rice supplied) will be accepted by the Depot Manager. However the Corporation will not bear any cost of transportation charges or waiting charges of the lorries or any other incidental cost for the days required for re assaying the samples by CFTRI or Public Health Institute. Incase of the stark difference between the report of CFTRI / Public Health Institute and assaying agency report appropriate action will be taken against the assaying agency by issuing one week notice.

Incuse, the CFTRI or Public Health Institute upholds the report of the assaying agency, then a penalty of Rs. 5000/- (Rs. Five Thousand only) will be imposed on the supplier in addition to assaying charges.

9. Details of locations where KFCSC has godowns:

9.1 The list of designated warehouses of KFCSC Ltd and approximate quantities in MTs per month are detailed in the table below for reference. It is further clarified that the quantities indicated are only approximate and the exact quantities per month per destination will be communicated separately to the assaying agency from time to time by the respective depot Manager of KFCSC Ltd by email/Fax/Telephone.

9.2.The details of eligible suppliers for each district, location will be communicated to assaying agency periodically by email immediately upon finalization of supplier. The assaying agency in its own interest should keep in touch with the District Managers/Depot Managers for updates on the supply schedule and also liaise with qualified suppliers for tracking the movement of consignment from the point of dispatch to point of delivery. This would help the assaying agency to post the assaying personnel at delivery locations well in time so that there is no delay in assaying of Common Rice for want of assayer.

Annexure-2

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	
				1546	
02	Bagalkot 2	01	BILAGI	216	
		02	JAMKHANDI	900	
		03	MUDHOL	491	
				1607	
03	Bangalore (IRA) 1	01	BANGALORE EAST(IRA)	459	
		02	BANGALORE WEST(IRA)	1060	
		03	BANGALORE CENTRAL(IRA)	247	
				1766	
04	Bangalore (IRA) 2	01	BANGALORE SOUTH(IRA)	928	
		02	BANGALORE NORTH(IRA)	751	
				1679	
05	Bangalore (Rural) 1	01	DEVANHALLI	507	
		02	HOSKOTE	593	
				1100	
06	Bangalore (Rural) 2	01	DODBALLAPUR	709	
		02	NELAMANGALA	443	
				1152	
07	Bangalore(U) 1	01	BANGALORE NORTH	1979	
08	Bangalore(U) 2	01	BANGALORE SOUTH	1350	
				1350	

09	Bangalore(U) 3	01	ANEKAL	1192	
		02	BANGALORE EAST	757	
				1949	
10	Belagaum 1	01	CHIKODI	1297	
		02	HUKERI	580	
		03	GOKAK	1113	
				2990	
11	Belagaum 2	01	BELGAUM	1283	
		02	KHANAPUR	444	
				1727	
12	Belagaum 3	01	ATHANI	1047	
		02	RAYBAG	522	
				1569	
13	Belagaum 4	01	RAMDURG	424	
		02	SAVADATHI	593	
		03	BILAHONGAL	660	
				1677	
14	Bellary 1	01	BELLARY	1238	
		02	SIRUGUPPA	353	
				1591	
15	Bellary 2	01	HOSPET	678	
		02	SANDUR	356	
				1034	
16	Bellary 2	01	HADAGALLI	368	
		02	KUDLIGI	439	
		03	HAGARIBOMMANAHALLI	263	
				1070	
17	Bidar 1	01	BASAVAKALYAN	598	
		02	HUMNABAD	546	
		03	BHALKI	488	
				1632	

18	Bidar 2	01	AURAD	450	
		02	BIDAR	839	
				1289	
19	Bijapura 1	01	BASAVANA BAGEVADI	535	
		02	BIJAPUR	1238	
				1773	
20	Bijapura 2	01	INDI	655	
		02	MUDDEBIHAL	510	
		03	SINDGI	584	
				1749	
21	Chamarajanagar 1	01	CHAMARAJANAGAR	911	
		02	GUNDLUPET	573	
				1484	
22	Chamarajanagar 2	01	KOLLEGALA	899	
		02	YELANDUR	212	
				1111	
23	Chikkamagalur 1	01	CHICKMAGALUR	664	
		02	KADUR	748	
		03	MUDIGERE	278	
				1690	
24	Chikkamagalur 2	01	NARASIMHARAJAPURA	139	
		02	SRINGERI	71	
		03	TARIKERE	481	
		04	KOPPAL	165	
				856	
25	Chitradurga 1	01	CHALLAKERE	785	
		02	CHITRADURGA	879	
		03	MOLAKALMURU	306	
				1970	
26	Chitradurga 2	01	HIRIYUR	715	
		02	HOLALKERE	486	
		03	HOSDURGA	525	
				1726	

27	Dharwad 1	01	DHARWAD	883	
		02	HUBLI	1435	
		03	KALGHATGI	353	
				2671	
28	Dharwad 2	01	KUNDGOL	403	
		02	NAVALGUND	370	
				773	
29	Davanagere 1	01	DAVANAGERE	1390	
		02	HARIHARA	557	
				1947	
30	Davanagere 2	01	CHANNAGIRI	681	
		02	HONNALI	549	
		03	HARAPPANAHALLI	576	
		04	JAGALUR	402	
				2208	
31	Ramanagar 1	01	CHANNAPATNA	653	
		02	RAMANAGARAM	647	
		03	MAGADI	501	
				1801	
32	Ramanagar 2	01	KANAKAPURA	958	
33	Gadag 1	01	GADAG	704	
		02	MUNDARAGI	293	
		03	SHIRAHATT	427	
		04	RON	500	
				1924	
34	Gulbarga 1	01	CHINCHOLI	531	
		02	CHITAPUR	791	
		03	SEDAM	416	
				1738	
35	Gulbarga 2	01	GULBARGA	1483	
		02	JEVARGI	577	
				2060	

36	Gulbarga 3	01	AFZALPUR	418	
		02	ALAND	636	
				1054	
37	Hassan 1	01	ARKALGUD	543	
		02	HOLENARSIPUR	525	
		03	ALUR	225	
		04	SAKALESHPUR	281	
				1574	
38	Hassan 2	01	BELUR	534	
		02	HASSAN	988	
				1522	
39	Hassan 3	01	ARSIKERE	815	
		02	CHANNARAYAPATNA	745	
				1560	
40	Haveri 1	01	SHIGGAON	374	
		02	SAVANUR	310	
		03	HAVERI	601	
		04	BYADGI	277	
				1562	
41	Haveri 2	01	HANAGAL	528	
		02	HIREKERUR	458	
		03	RANEBENNUR	660	
				1646	
42	Karwar 1	01	BHATKAL		236
		02	HONAVAR		302
		03	KUMTA		292
					830
43	Karwar 2	01	ANKOLA	0	255
		02	HALIYALA	375	0
		03	KARWAR	0	296
				375	551

44	Karwar 3	01	MUNDGOD	198	
		02	SIDDAPUR	180	
		03	SIRSI	318	
		04	SUPA	117	
		05	YELLAPUR	141	
				954	
45	Chikkaballapura 1	01	BAGEPALLI	488	
		02	GAURIBIDANUR	687	
		03	GUDIBANDA	133	
				1308	
46	Chikkaballapura 2	01	CHIKBALLAPUR	450	
		02	CHINTAMANI	738	
		03	SIDLAGHATTA	522	
				1710	
47	Kolar 1	01	MULBAGAL	662	
		02	SRINIVASPUR	492	
				1154	
48	Kolar 2	01	BANGARAPET	889	
		02	KOLAR	786	
		03	MALUR	490	
				2165	
49	Koppal 1	01	GANGAVATHI	905	
		02	KOPPAL	658	
				1563	
50	Koppal 2	01	KUSHTAGI	444	
		02	YELBURGA	442	
				886	
51	Kodagu 1	01	MADIKERI	198	
		02	SOMVARPET	373	
		03	VIRAJPET	331	
				902	

52	Mandya 1	01	PANDAVAPURA	501	
		02	KRISHNARAJPET	636	
		03	SHRIRANGAPATTANA	520	
				1657	
53	Mandya 2	01	MANDYA	1057	
		02	NAGAMANGALA	518	
				1575	
54	Mandya 3	01	MADDUR	771	
		02	MALVALLI	844	
				1615	
55	Mangalore 1	01	BANTVAL		426
		02	MANGALORE		752
		03	PUTTUR		279
		04	SULYA		160
					1617
56	Mangalore 2	01	BELTANGADI		301
57	Mysore 1	01	NANJANGUD	1110	
		02	TIRUMAKUDAL-NARSIPUR	890	
				2000	
58	Mysore 2	01	MYSORE	2405	
59	Mysore 3	01	HEGGADADEVANKOTE	791	
		02	HUNSUR	712	
		03	KRISHNARAJANAGARA	621	
		04	PIRIYAPATNA	531	
				2655	
60	Raichur 1	01	DEVADURGA	396	
		02	RAICHUR	702	
		03	MANVI	561	
				1659	
61	Raichur 2	01	LINGSUGUR	608	
		02	SINDHNUR	699	
				1307	

62	Shimoga 1	01	BHADRAVATI	758	
		02	SHIMOGA	1030	
				1788	
62	Shimoga 1	01	TIRTHAHALLI	242	
		02	HOSANAGARA	192	
		03	SAGAR	340	
		04	SORAB	387	
		05	SHIKARPUR	472	
				1633	
63	Tumkur 1	01	CHIKNAYAKANHALLI	486	
		02	TIPTUR	462	
		03	KUNIGAL	457	
		04	TURUVEKERE	347	
		05	SIRA	758	
				2510	
64	Tumkur 2	01	GUBBI	599	
		02	TUMKUR	1354	
		03		1953	
65	Tumkur 3	01	KORATAGERE	394	
		02	MADHUGIRI	641	
		03	PAVAGADA	538	
				1573	
66	Udupi	01	KARKAL		211
		02	UDUPI		454
		03	KUNDAPURA		448
					1113
67	Yadgir 1	01	SHAHPUR	594	
		02	SURPUR	686	
		03	YADGIR	679	
				1959	
	Grand Total			104562	4412

FORMAT OF SELF CERTIFICATE

(To be submitted by the Bidder in company's letterhead)

To _____ (Name of the Corporation)

Sub: Certificate

Ref. IFB No. _____ due on

—

We certify that we have not been deregistered or debarred or blacklisted for any service or constituent of the service we have quoted, by

Any State Government/Central Government/Local Authority till the due date of submission of bid as specified in the IFB. If we, at a later date, and found guilty of suppressing facts in this regard, such act on our part, shall be considered a fraudulent practice in accordance with Clause mentioned under Instructions to Bidders (IFB) and the Corporation shall be entitled to reject our Bid and forfeit the Earnest Money Deposit/Performance Security Deposit submitted by us against this IFB.

We have also noted that after submission of Bid and before Award of Contract. If we are de-registered or debarred or blacklisted by Any State Government/Central Government/Local Authority, our bid will be considered as non-responsive.

Date: (Signature)

(Name)

(Designation)

[Type text]

FORMAT OF AFFIDAVIT TO BE SUBMITTED IN THE TECHNICAL BID AFFIDAVIT

I, (name of deponent), aged-____, (Partner / Director / Proprietor) of (name of bidder), do state and solemnly affirm as follows:

1. That I am the Authorized Signatory of (name of bidder) (hereinafter referred to as “concerned bidder”), which/who has submitted bid for providing quality assurance/Assaying services pursuant to Tender Notice No. __. As per Condition of the tender I am filing present affidavit, on behalf of aforesaid bidder.

2. I state that the (name of bidder), which has submitted bid pursuant to above tender notice, has all the facilities to accomplish the task prescribed in the tender document as per the terms and conditions thereof. I state that the concerned bidder has the capacity for carrying out the work if its tender is accepted and the work order is issued to the concerned bidder. I further state that all the details and particulars furnished in the technical bid of the concerned bidder are true and correct to my knowledge. The certificates and other documents accompanying technical bid produced by concerned bidder are true copies of the original and particulars shown in those documents and certificates with regard to concerned bidder are true and correct.

3. 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 bidder 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 bid will be liable to be rejected and in case contract 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 bidder will be exposed for misrepresentation and misleading the Corporation.

Solemnly affirmed at _____ on this ____ day of 2013.

Deponent.