



KARNATAKA CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD
KMF COMPLEX: DR.M.H.MARIGOWDA ROAD, BANGALORE-560029.

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No. KMF/CFRM/NCDEX/e-Auction/14-15

Date:27.12.2014

TENDER DOCUMENT

SUPPLY OF MAIZE

THROUGH NCDEX e-MAREKTS PLATFORM

INVITATION FOR REGISTRATION OF MAIZE SUPPLIERS.



**KARNATAKA COOPEATIVE MILK PRODUCER'S
FEDERATION LIMITED**

KMF COMPLEX DR. M.H. MARIGOWDA ROAD, BANGALORE 560 029
Tel: 080 260968320\823 Fax: 080-25536105, Email: cfrmkmf@gmail.com

No. KMF/CFRM/NCDEX/e-Auction/14-15

Date: 27.12.2014

SUPPLY OF MAIZE THROUGH NCDEX e-MAREKTS PLATFORM

INVITATION FOR REGISTRATION OF MAIZE SUPPLIERS.

The Karnataka Milk Federation invites suppliers of Maize for registration on NCDEX e-Markets Platform. The approximate quantity required for 2014-15 will be 3 lac Metric Tons for Cattle Feed Plants at RAJANAKUNTE, GUBBI, DHRWAD, HASSAN AND SHIKRIPURA on FOR basis.

The applicants shall have to register on NCDEX e-MARKETS LTD., (NeML) platform to participate on e-Auction till 5 pm of 9TH January 2015. The first stage of e-Auctions will commence from 16th January 2015 onwards and the e-auction schedule will be uploaded on the website. The Tender Document with detailed terms and conditions may be downloaded from KMF web site www.kmfnandini.coop the duly filled application with documents may be forwarded to the above address by courier and on top of the cover mention "NCDEX E-AUCTION FOR MAIZE".

For further details contact 9886496998/9731146891.

For KARNATAKA MILK FEDERATION LTD,

Sd/-
Addl. Director (Purchase)

KARNATAKA COOPERATIVE MILK PRODUCERS' FEDERATION LIMITED

KMF COMPLEX, DR.M.H MARIGOWDA ROAD, BANGALORE-29.

Tel: 26096832, 26096850 / Fax: 080-25536105 / Email: cfrmkmf@gmail.com

No.KMF/CFRM/NCDEX/e-AUCTION/2014-15

Date: 27.12.2014

SUPPLY OF MAIZE THROUGH NCDEX e-MAREKTS PLATFORM

The Karnataka Milk Federation, Bangalore invites bids on NCDEX e Marketse-Auction platform from registeredsuppliers for supply of Maizeas per the requirement given below for the following Cattle Feed Plants (CFP) for the year 2014-15.

SL No.	RAW MATERIALS	Minimum Quantity Offered	Rajanakunte CFP	Gubbi CFP	Dharwad CFP	Hassan CFP	Shikaripura CFP	Total in MTs
			Total in M.T.s	Total in M.T.s	Total in M.T.s	Total in M.T.s	Total in M.T.s	
1	MAIZE	1000 MT	58000	55000	44000	106000	37000	300000

a)The minimum quantity to be offered is as above or Quantity tendered for respective plants whichever is less

For KARNATAKA MILK FEDERATION LTD

Sd/-

ADDL.DIRECTOR (Purchase).

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SECTION II : INSTRUCTION TO TENDERERS

A. Introduction

1. Eligible Tenderers

- 1.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Karnataka Cooperative Milk Producers' Federation Limited.

B. The Tender Documents

2. Contents of Tender Documents

- 2.1 The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for registration as supplier, the tender documents include:

- (a) Instruction to Tenderers (ITT);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Qualification Criteria
- (g) **e-Auction process**

- 2.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of application for participation on e-Auction platform.

3. Amendment of Tender Documents

- 3.1 At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.
- 3.2 All prospective tenderers will be notified of the amendment on the web site www.kmfhandini.coop
- 3.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account to actively participate in e-Auction, the KMF, at its discretion, may extend the deadline for the submission of application for registration and reschedule of e-Auction date. Further deadline for submission of application will be kept open until further notification on the web site in order to encourage participation by tenderers. However such eligible registered tenderers will be allowed to participate in subsequent e-Auctions provided they are issued with user ID and Password at least two days prior to date of e-Auction.

C. Preparation of Tenders

4. Language of Tender

4.1 The application for registration to participate in e-Auction for supply of Maize, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

5. Documents Constituting the Tender

5.1 The tender prepared by the Tenderer shall comprise the following components:

- (a) A Tender Form and enclosures completed in accordance with ITT Clauses 6, 7 and 8;
- (b) Documentary evidence established in accordance with ITT Clause 9 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) Documentary evidence established in accordance with ITT Clause 10 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and
- (d) Earnest money deposit furnished in accordance with ITT Clause 11.

6. Not applicable

7. Tender Prices

7.1 The Tenderer shall submit the bids online on NCDEX e Markets platform. The e-Auction process is detailed in SECTION-VIII

7.2 Price quoted shall be per quintal(100 KGs) on **net weight** basis and arrived taking in to account the following:

- (i) The price of the goods, quoted FOR respective Cattle Feed Plant shall be including all duties and sales and other taxes already paid or payable
- (ii) Any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;
- (iii) The price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination;
- (iv) The transaction charges payable to NCDEX e Markets Ltd.**
- (iv) The price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

7.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 19.

8. Tender Currency

Prices shall be quoted in Indian Rupees:

9. Documents Establishing Tenderer's Eligibility and Qualifications

All eligible tenderers can participate in the tender.

9.3 Submission of sample:

Not Applicable.

10 Documents Establishing Goods' Conformity to Tender Documents

Not Applicable.

11. Earnest Money Deposit

11.1 The details of Earnest Money Deposit to be remitted and the process of payment through electronic fund transfer are detailed in SECTION-VIII.

The online e-Auction platform will allow bids which have sufficient EMD. Shortfall or non-remittance of EMD will result in rejection of bids. The EMD is refundable and does not carry any interest payment.

11.2. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

11.3 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture.

11.4 Any tender not secured in accordance with ITT Clause 22 will be rejected by the Purchaser as non-responsive.

11.5 Refund of E M D

The EMD money of the successful bidder will be retained till the completion of supplies. If the supplier fails to complete the supply, the EMD shall be forfeited. The EMD will be kept in the Exchange account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the Tenderer registered

with NCDEX e-Markets Ltd through NCDEX e Markets clearing and settlement account.

11.6 Pursuant to ITT Clause 5, the Tenderer shall furnish, as part of its tender, earnest money deposit in the amount as specified in Section-V-Schedule of Requirements.

11.7 The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 11.3.

11.8 The earnest money deposit may be forfeited:

(a) If a Tenderer withdraws its tender during the period of tender validity specified by the Tenderer on the Tender document; or

(b) In case of a successful Tenderer, if the Tenderer fails:

(i) To sign the Contract in accordance with ITT Clause 26; or

(ii) To furnish performance security in accordance with ITT Clause 26.

12. Period of Validity of Tenders

12.1 Tenders shall remain valid for **15 days from the date of e-Auction in accordance with schedule of e-Auction prescribed by the Purchaser** pursuant to ITT Clause 15. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-Mail or fax). The earnest money deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

13. Format and Signing of Tender:

Not Applicable.

D.Submission of Tenders

14. **Sealing and Marking of Tenders.** – Not applicable

15. Deadline for Submission of Tenders

15.1 The e-Auction schedule will be uploaded on the web site www.kmfnandini.coop. In accordance with the schedule all the registered suppliers are eligible to participate.

16. Late Tenders

Not Applicable.

17. Modification and Withdrawal of Tenders

17.1 No tender/bid may be modified subsequent to conclusion of e-Auction.

17.2 No tender may be withdrawn after the conclusion of e-Auction and the expiration of the period of tender/bid validity specified by the Tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its earnest money deposit, pursuant to ITT Clause 11.6.

E. Tender Opening and Evaluation of Tenders

18. Opening of Tenders by the Purchaser

The declaration of results of e-Auction will be in accordance with the procedure detailed in SECTION-VIII.

19. Preliminary Examination:

19.1 The Purchaser will examine the bid history, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

19.2 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

19.3 Prior to the detailed evaluation, pursuant to ITT Clause 20, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 4), Warranty (GCC Clause 12), Applicable law (GCC Clause 19), and Taxes & Duties (GCC Clause 21) will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

19.4 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

20. Evaluation and Comparison of Tenders:

20.1 The Purchaser will evaluate and compare the bids received which have been determined to be substantially responsive, pursuant to ITT Clause 7 for each schedule separately. No tender will be considered if the complete requirements covered in the schedule is not included in the e-Auction platform.

F.Award of Contract

21.Post-qualification:

21.1 The Purchaser will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive tender as determined on e-Auction platform specified in SECTION-VIII meets the criteria specified in ITT Clause 9& SECTION-VII and is qualified to perform the contract satisfactorily.

21.2 The determination will take into account the Tenderer's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 9& SECTION-VII as well as such other information as the Purchaser deems necessary and appropriate.

21.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Purchaser will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform the contract satisfactorily.

22. Award Criteria

22.1 Subject to ITT Clause 24, the Purchaser will award the Contract within 07 days from the date of bid opening on e-Auction platform to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as per SECTION-VIII as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

23. Purchaser's right to vary Quantities

23.1 The Purchaser reserves the right at the time of award of Contract or during the validity of contract to increase or decrease by up to 25 percent of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

24. Purchaser's Right to Accept Any Tender and to reject any or All Tenders

24.1 The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers. The purchaser reserves the right to conduct e-Auction once again for full or partial quantities as the case may be.

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter **or by e-Mail or fax**, to be confirmed in writing by registered letter, that his tender has been accepted.

25.2 The notification of award will constitute the formation of the Contract.

25.3 Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 26, the Purchaser will promptly notify the name of the winning Tenderer on the web site www.kmfnandini.coop

25.4 If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, the tenderer should address the request to the MD - KMF. The MD - KMF will promptly respond in writing to the unsuccessful Tenderer.

26. Performance Security

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

SECTION III : GENERAL CONDITIONS OF CONTRACT

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5.	Inspection and Tests
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SECTION III – GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contract Price” means the price payable to the Supplier under the Contract for full and proper performance of its contractual obligations;
- c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
- e) “GCC” means the General Conditions of Contract contained in this section.
- f) “SCC” means the Special Conditions of Contract
- g) “The Purchaser” means The MD - Karnataka Milk Federation as named in SCC.
- h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- i) “The Government” means the Government of Karnataka State.
- j) “The State” means the Karnataka State
- k) “The Project Site”, where applicable, means the place or places named in SCC.
- l) “Day” means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Standards

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods’ country of origin and such standards shall be the latest issued by the concerned institution.

4. Performance Security

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

5. Inspections and Tests

5.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

5.2 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet the specification requirements free of cost to the Purchaser.

5.3 Nothing in GCC Clause 5 shall in any way release the Supplier from any warranty or other obligations under this Contract.

6. Packing

6.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

7. Delivery and Documents

7.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award along with supporting documents.

8. Insurance

8.1 The Goods supplied under the Contract shall be fully insured against loss or damage during transportation, storage and delivery.

9. Transportation

9.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within State defined as Project site, transport to such place of destination in State including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

10. Incidental Services

Not Applicable.

11. Spare Parts

Not Applicable.

12. Warranty

Not Applicable.

13. Payment

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

14. Prices

14.1 Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

15. Contract Amendments

15.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delays in the Supplier's Performance

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

17. Liquidated Damages

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

18. Termination for Default

18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

- a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 16; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for an in executing the Contract.

18.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 18.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess

costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

19. Applicable Law

19.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

20. Notices

20.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by e-Mail or facsimile and confirmed in writing to the other Party's address specified in SCC.

20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. Taxes and Duties

21.1 Suppliers shall be entirely responsible for all taxes (including Sales tax), duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION IV : SPECIAL CONDITIONS OF CONTRACT

TABLES OF CLAUSES

Item No. Topic

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SECTION IV : SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

(a) The Purchaser is The Managing Director, Karnataka Milk Federation, Bangalore

(b) The Supplier is.....

2. Inspection and Tests (GCC Clause 5)

The inspection procedures and tests which are required by the Purchaser shall be as per GCC Clause 5:

3. Delivery and Documents (GCC Clause 7)

Upon delivery of the Goods, the supplier shall furnish to the Purchaser the following documents:

- (i) One Original and two Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;
- (ii) One Original and two Copies of packing list identifying the contents of each package;

4. Incidental Services (GCC Clause 10)

The following services covered under Clause 10 shall be furnished and the cost shall be included in the contract price.

5. Payment (GCC Clause 13)

As specified in the Special Conditions of the contract to meet the specific requirements of KMF.

6. Notices (Clause 20)

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier:

Purchaser: The Managing Director

Karnataka Cooperative Milk Producers' Federation Limited,
KMF Complex, Dr.M.H.Marigowda Road,
Bangalore-560 029

Supplier: (To be filled in at the time of Contract signature)

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**SECTION V : SCHEDULE OF REQUIREMENTS/EMD &
SECURITY DEPOSIT**

SL.	Brief Description	Unit	Each Plant Minimum Quantity	TOTAL IN MT'S (ALL CFP'S)	EMD	Security Deposit
1	MAIZE	Metric tonn	1000 MT	300000	2.5 per cent of contract value	5 per cent of Contract value.

a) The minimum quantity to be offered is as above or Quantity tendered for respective plants whichever is less.

b) The entire EMD amount for a particular tender has to be remitted through RTGS to NCDEXe-Markets Ltd before the commencement of e-Auction

SECTION VI - TECHNICAL SPECIFICATIONS

MAIZE Parameter		Standard	Applicable Rebate per unit		
Guarantee			1st Stage	2st Stag	3st Stag
1	Moisture (Max)	≤ 14%	Beyond 14% rejected- - -		
2	Damaged Grain (Max)	5%	10 - 0.5%	15 - 1%	---
3	Dust/Foreign Body (Max)	2%	4 - 1%	---	---

SECTION VII : QUALIFICATION CRITERIA

1. Registered and eligible tenderers for Supply of Raw Materials to Cattle Feed Plants of KMF are eligible to participate in the Tender. They shall submit the duly filled application form and registration form along with relevant enclosures and registration fee of Rs 3000/- and applicable ST at 12.36 % by way of DD in favor of NCDEX e Markets Ltd., payable at Mumbai to be sent to:

*Purchase Division
Karnataka Cooperative Milk Producer's Federation Ltd
KMF Complex, Dr M H Marigowda Road, Bangalore-560029*

Please write on top of the cover "NCDEX E-AUCTION FOR MAIZE" and send by courier/post.

2. Those members/commodity participants who have already registered with NCDEX e Markets for Maize/other commodities and renewed membership for 2014-15 need not pay registration fee of Rs 3000 and ST at 12.36 %.
3. Application form and registration form is available in Annexure-1 and 2 of this tender document.

SECTION VIII: e-AUCTION PROCESS

1. The NCDEX e Markets Ltd (Formerly known as 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.
2. The registered suppliers with such member/User ID and password are eligible to participate in the electronic bid system i.e. e-auction.
3. The NCDEX will schedule the auctions for each Plant separately based on the indent placed by the KMF and the e-auction calendar for each Plant will be published on the website of the KMF (www.kmfnandini.coop)
4. The registered suppliers shall not be intimated individually regarding the e-auctions. However empanelled suppliers are advised to rely on the information

published on the web site(www.kmfnandini.coop) 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.

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.kmfnandini.coop) in their own interest, rather than depending on other mode of information sources.

6. The registered suppliers need to deposit 2.5 % (Two and half per cent) of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd)account by way electronic fund transfer in any of the following banks to participate in the e auctions.

A/c Name - NCDEX e Markets Ltd Bank Account

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	(00990690013043)	HDFC0000060	Fort, Mumbai
Axis Bank	('004010202176811)	UTIB0000004	Fort, Mumbai
Central Bank of India	('3244662932)	CBIN0284082	Capital Market Branch
Kotak Mahindra Bank	('0111410712)	KKBK0000958	Nariman Point, Mumbai
ICICI Bank	('000405105961)	ICIC0000004	Nariman Point, Mumbai
Punjab National Bank	('0082002100071810)	PUNB0008200	Bandar, Mumbai
Central Bank of India	('3244662932)	CBIN0284082	Capital Market Branch

7. The bidder member should intimate NCDEX e Markets Ltd. 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. 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 e Markets Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

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 e Markets Ltd on the withdrawal request made by the bidder through PFM Module latest by one day from the day of close of E-Auction subject to needful directions of KMF to refund the EMD of unsuccessful bidders.

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.

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

13. The evaluation and finalization of bids received for the lots in respect of each Plant shall be made on the basis of the lowest price or ceiling price as determined by KMF.

14. The price quoted shall be per 100 Kgs(Quintal) on net weight basis for each Plant wise lot and are in accordance with ITT Clause 7.

15. The Exchange as per bye law shall charge transaction charges and applicable ST at 12.36 % to its members/commodity participants who participate and declared as winner on the e-Auction platform. The transaction charges shall be computed as per cent of traded value. The details of same will be published by way of circular on the web site www.ncdexspot.com well before the e-Auction.

16. The Bids of all Bidders who have participated in the E-Auction must remain valid for minimum period of 15 working days from the next date of auction.

16. The Bidders are required to quote in Indian Rupees only. KMF may specify 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)

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 or bids which are below the ceiling price received on the platform will be communicated to KMF by NCDEX e Markets Ltd. KMF will evaluate the bids received and intimate the decision to successful bidders in respect of each lot and e-Auction.

18. The final results of the E-Auction as declared by KMF 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.

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 e Markets Ltd, inter-alia, for the purpose of the E-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

20. KMF LTD and the NCDEX e Markets Ltd shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server,

Internet Connectivity, ISP or otherwise or the slowness to access NCDEX Spot Platform / Exchange Platform <https://market.nspot.in>. In case of any technical problems at NCDEX Spot Exchange Server and if auctions are not conducted as scheduled, then such auctions will be rescheduled accordingly. The details of rescheduled auctions will be uploaded on the web site www.kmfnandini.coop

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

22. In case of unsuccessful bid of the supplier the margin money will be refunded the next working day by the exchange subject to directions of KMF. If supplier wishes to retain the margin the same would be allowed by the exchange for participating in the subsequent e-auctions.

23. The successful bidders will be charged transaction charges and Service Tax(12.36 %) as applicable on the traded value by NCDEX e Markets Ltd and such amount will be deducted while settling the payment to the suppliers. All the registered suppliers who have registered on Exchange and who wish to participate on the e-auction shall comply with terms and conditions of e-auction.

24. NCDEX e-Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per the terms and conditions of this tender.

Address of KMF Unit's Cattle Feed Plants

UNIT-I
Cattle Feed Plant
(Unit of KMF)
Rajanukunte
Doddaballapura Road
Bangalore (North)
Bangalore-560 064
Phone No.080-28468314
Email: kmfcfpr@yahoo.com

FOR MAIZE DELIVERY POINT

Narayanappagodown C/O KMF
Near Railway Gollahalli,
Gopalapura, HesaragattaHobli,
Bangalore North Taluk
Bangalore North Dist.

UNIT-II
Cattle Feed Plant,
(Unit of KMF),
Railway Station Road,
Gubbi-572 216.
Tumkur District.
Phone No.08131-222439
Email: kmfcfpg_gubbi@yahoo.co.in

FOR MAIZE DELIVERY POINT

Central ware house Corporation,
Plot-137,Antharasana halli,
Tumkur,
Pin-572106

UNIT-III
Cattle Feed Plant
(Unit of KMF)
Rayapur Dairy Premises
Dharwad- 580
Phone No.0836-2322639.
Email: kmfcfpd_dwd@yahooo.com

FOR MAIZE DELIVERY POINT

Central Ware house Corporation,
Belur Industrial Area,
Dharwad

UNIT-IV

**Cattle Feed Plant
(Unit of KMF)
M.HosaKoppalu Post
Gandhinagar, H.N.Pur Road
Hassan- 573 201
Phone No.08172-243171
Email: kmfcfp_hsn@yahoo.co.in**

UNIT-V

**Cattle Feed Plant,
(Unit of KMF),
Sanda Industrial Area,
JakkanahallyPanchayat,
ShikaripuraTaluk,
Shimoga Dist.,
kmfcfps@gmail.com
Phone No.08187290344**

**TENDER TERMS & CONDITIONS TO MEET THE SPECIFIC
REQUIREMENTS OF KMF**

1.0 PRICE NEGOTIATION:

There will not be any price negotiation even with the least quoted bidder.

2.0 TENDER QUANTITIES:

2.1 The quantities declared in the tender are only estimated and liable for variation upto $\pm 25\%$ on the tender quantities. Depending upon the availability, rate and formulation cost quantities can be revised.

The tender quantities will be allocated based on type and format of e-Auction. The details of type of e-Auction, lot size and Plant wise e-Auction calendar will be published on the web site www.kmfnandini.coop well before the date of e-Auction.

2.2 KMF does not guarantee or accept any responsibility for quantity declared for tender.

2.3 KMF reserves the right to delete the item/s declared in tender in full or partly at the time of finalization of contract.

2.4 No claims in this regard shall be entertained.

3.FIXED PRICE:

3.1 The prices finalized for the items coming under RATE CONTRACT are fixed for the validity of contract.

4.0 EARNEST MONEY DEPOSIT (EMD):

4.1 The tenderer shall furnish EMD as per the details in SECTION-V.

5.0 PERIOD OF VALIDITY OF TENDER:

5.1 The tenderer's quoted price shall have to be confirm and valid for minimum of 15 days or delivery date whichever is later, after the date of e-Auction.

5.2 In exceptional circumstances the KMF may solicit the tenderers consent to extend the validity.

6.0 EVALUATION OF TENDERS:

6.1 Taking into consideration & the quoted rate for the items in the tenders shall be evaluated.

6.2 Notwithstanding anything contained in the tender schedule, no obligation is cast on KMF to accept the lowest tender & the Federation shall also reserves

the right to accept or reject any or all the tenders without assigning any reasons.

7.0 CRITERIA FOR AWARD OF CONTRACT:

7.1 The KMF shall award the Contract to the tenderer whose tender has been determined be the substantially responsive to the tendering documents and who has offered the lowest evaluated rate as determined on e-Auction Platform and evaluation methodology, provided further that the tenderer has the capability and the resources to carry out the contract effectively.

8.0 KMF'S RIGHTS:

8.1 KMF reserves the right to accept or reject any or all offers and to annul the tendering process, at any time prior to award of contract, without thereby, incurring any liability to the effected tenderer or tenderers or any obligatory to inform the effected tenders on the grounds of KMF action.

8.2 KMF reserves the right at the time of award of contract to increase or decrease the quantity of goods indicated in the schedule without change in rate or other terms and conditions.

8.3 KMF reserves the right to conduct re-Auction on the e-Auction platform if bids received in the previous auctions are found to be not competitive.

9.0 TRANSFER OF CONTRACT:

9.1 The contract is not transferable whatsoever.

9.2 Any request for transfer of contract shall be treated as non-performance and the EMD or SD as the case may be shall be liable for forfeiture.

10.0 PRICES:

10.1 The price should be per Quintal quoted for on FOR destination basis including all statutory levies like, duties, taxes, cess, Market Fee, octroi, transaction charges and freight and insurance etc.

10.2 Price should be quoted on the e-Auction platform using User ID and Password.

10.3 The prices quoted should be firm & free from all escalations during contract period.

10.4 The Price bid shall be submitted on e-Auction platform separately for each lot and Plant.

10.5 **SALES TAX:** The Central and State Govt. Sales tax shall be inclusive in the price quoted. Wherever possible C forms shall be issued to avail concessional rate of tax.

11.0 **INSURANCE:** Insurance shall be arranged by the supplier at his cost and risk. However all dispatches effected by the supplier against our firm orders shall be at the risk and responsibility of the supplier till such materials received in

accordance with the specifications and documented by the receiver to this effect.

12.0 SECURITY DEPOSIT

12.1A Sum equivalent to 5per cent of the value of raw material shall not be paid until successful completion of entire supplies as per the notification award. This amount will be treated as SECURITY deposit.

12.2 The Security Deposit shall continue as a deposit with KMF, till the supplies are completed satisfactorily and this amount shall not bear any interest during the period of contract. The Security Deposit shall be refunded only after completion of supplies as per the contract.

12.3 The Security Deposit/EMD shall be liable for forfeiture in case.

- i) Failure to perform the contract as specified and termination of contract by KMF,
- II) Towards liquidated damages assessed by the supplier.

13 DELIVERY :

The timely delivery of material ordered, as per schedule/s shall be the essence of the contract. However, regular and continuous supply has to be ensured during the delivery period. In case of shifting of material due to irregular supply, transportation/shifting charges will be at the suppliers cost. The supplier shall have to ensure that, the entire quantity ordered is delivered to the respective units on or before the scheduled date. Delivery of raw material shall be completed within 30 days from date of issue of purchase order or as per the decision of the tender accepting committee.

13.1 Only 5% of excess or shortage in case of the ordered quantity is 100 MT & only 2% of excess or shortage in case the ordered quantity is more than 100 MT, is accepted at each Unit.

13.2 Only the vehicle reaching before 3 P.M shall be considered for unloading on the same day. If the last day happens to be a holiday the material shall be unloaded on the next working day.

13.3 However, the supplier shall have to ensure that the vehicle should arrive at the plant before 3 P.M on the specified date and entry should be got made at the security. Otherwise the next working day shall be considered as the date of arrival of consignment at the Cattle Feed Plant.

13.4 No extension of time is permitted : KMF reserves the right to accept the late supplies up to 3 days only, after 3rd day order stands cancelled. In such cases, the acceptance of late supply shall be at immediate purchase price or prevailing price on the date of arrival of last consignment or the ordered price whichever is the lowest. Order price remaining same **1% penalty shall be levied for delayed supply.**

14.0 PACKING: The material shall be packed in sound gunny **bag of 50 KGs.**

For the material packed in torn– out gunnies a penalty of Rs.2/- per bag will be charged. For the material packed in HDPE Bags a penalty of Rs.8/- per bag will be charged.

15.0 WIEGHTMENT &Unloading : The Weighment of the material made at the individual plants is binding on the supplier. However, for payment either the GRN quantity or the invoice quantity whichever is lowest will be considered. The material is accepted on Net weight basis. The concerned plant arranges the unloading.

16.0 TERMS OF PAYMENT:

16.1Payment of 80 per cent will be arranged within 15 days after the receipt of materials at the designated destinations as per the firm purchase order and certification as to the quality by the concerned Quality Control Officers.

16.2Balance 15 per cent after receipt of test report / analysis report, but within 30 days on receipt of the material. The Security Deposit of 5 % of value of goods supplied will be released as per Clause 12.1 above.

16.3 Bills should be drawn in triplicate for each load drawn in favour of Managing Director,
KMF, Bangalore and sent to the respective plant at the time of delivery of the material.

Bills should be submitted on net weight basis after deducting bags weight.

16.4The payment will be transferred to respective account of Supplier through NCDEX e Markets Clearing and Settlement account.

17.0 TESTING / SAMPLING OF RAW MATERIALS :

17.1 Immediately on receipt of the material, 3 samples will be drawn in presence of supplier or his authorized representative, if present. One sample packet will be given to supplier and 2 samples will be retained in plant. In the event of supplier not agreeing to analysis report of plant, the supplier shall inform the plant accordingly within 7 days from the date of receipt of the report and may refer the supplier's sample to any one of the following independent laboratories for the second test.

1. CPTI, Hessarghatta, Bangalore
2. National Institute of Animal Nutrition and Physiology, Adugodi, Bangalore
3. Central Food Technological research Institute, Mysore
4. M/s. Bangalore Test House, Bangalore.
5. M/s. Geo-Chem. laboratories, Bombay
6. M/s. SGS Laboratories, Bombay
7. N.D.D.B, Anand.
8. Tamil Nadu Veterinary and Animal Sciences University, Animal Feed Analytical and
9. Quantity Assurance Laboratory, Namakal: 637 002.

17.2 Moisture result reported by plant shall be final and no disputes/second test is allowed.

17.3 At the same time, plants will also refer the sample simultaneously for 3rd test to any of the above mentioned labs. The cost of 2nd and 3rd test will be borne by the supplier and the Plant respectively. For settlement of balance payment average of the nearest two results shall be taken as final and binding.

17.4 If on the face of the material, it appears that quality of material supplied does not fall within the acceptable limits, the material shall be liable for outright rejection. Such material shall not be unloaded.

17.5 After analysis if the material received at the plant is found to be sub-standard, the same is liable for rejection.

17.6 In the either case, the supplier should arrange for replacement of material at his own cost within 10 days from the date of receipt of written intimation from the cattle feed plant. If the rejected material is not taken back within the period of 7 days, storage charges of Rs.3/- per MT per day will be charged, and the General Manager, Cattle Feed Plant will have the right to dispose the rejected materials in addition to forfeiture of Security Deposit to make good the loss suffered by the Federation in this behalf.

18.0 PENALTIES / LIQUIDATED DAMAGES:

18.1 KMF reserves the right to cancel the contract for failure of supplier to execute the contract fully as per time schedule. Any such cancellation shall be subject to imposition of 3% penalty on value of balance quantity of material not supplied or the difference of market price whichever is high.

18.2 In case of failure of supplier to execute the order in full/ part, KMF shall without prejudices to its other remedies under the contract make alternate arrangements of the material and deduct the difference of cost and the other incidental expenditures if any, from the unpaid bills, towards liquidated damages.

18.3 Any amount due from the supplier towards penalty or liquidated damage shall be recovered from any of the claim pending or future payment related to supplier relating to present or any other contract for any other materials.

19.0 DISPUTE: The KMF and the supplier- shall make every effort to resolve the dispute amicably by direct informal negotiation. Any disagreement or dispute arising between KMF and supplier under or in the connection with the contract, the decision of MD, KMF shall be final and binding on the supplier.

20.0 INDEMNITY:

20.1 The contractor shall have to indemnify and also keep indemnified the KMF against any or all damages or losses caused to KMF and arising from any

omission or commission defaults etc., for which KMF shall not be responsible in any manner whatsoever.

21.0 JURISDICTION:

21.1 For settlement of any dispute, out of the contract against this tender shall be subject to the jurisdiction of Law courts in Bangalore only.

Sd/-
ADDL. DIRECTOR (PURCHASE),
TENDER INVITING AUTHORITY.

DECLARATION

I, We hereby once again confirm that, I/We have thoroughly studied the Tender Document and understood the tender conditions, tender specifications, details of goods required. I/We fully understand the nature of item I/We have quoted for, the quantity & specifications of the same. My/Our offer to supply the stocks is strictly in accordance with these requirements. I/We hereby agree that, the decision of Managing Director, KMF shall be final in any dispute regarding the supply, terms & conditions of this tender.

SIGNATURE OF TENDERER

Designation:

Date:

Name & Address of the Firm:

.....
.....
.....
.....

Annexure-1

APPLICATION FOR ENROLMENT AS SUPPLIER OF MAIZE

(NOTE: Annexure-1 should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory. Enclose duly signed Tender document (on all pages), relevant copy of documents along with the duly filled application in two sets)

1.Name of the Applicant	
2.Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website f) Residential Address g) Residential Telephone No.	
3.Category of Business a) Trader b) Processor c) Manufacturer d) Others(Please specify)	
3.Factory Address(as applicable) a) Tel..... b) Fax.....	
4. Permanent Income Tax A/c No. (PAN No.. .)	
5. a) TIN No.(VAT No.) & date. b) CST Reg No.& date.	
6.a) If Partnership firm Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full address c) Name & Address of Proprietor If Proprietor concern	
7. D.D. No. & Date details towards application/registration fee a) In favour of "NCDEX e Markets Ltd" payable at Mumbai Rs 3000+ ST 12.36% b) In case of existing registered member of NCDEX e Markets Ltd please mention TMID	
8. Year of Establishment of the firm	
9. Annual Turnover (Rs.in Crore) a) 2012-13 b) 2013-14	

10.Name of the Authorised signatory (a copy of the authorization to be enclosed wherever necessary)	
---	--

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

Date:
Place:

Name & Signature of the Applicant
Address & Seal

ANNEXURE - 2
NCDEX e MARKETS LTD REGISTRATION FORM FOR MAIZE
E-AUCTION PARTICIPATION

1. Name of Applicant:

2. Constitution:

Individual

Sole

Proprietorship

Partnership

Firm

Corporate

Pvt.

Ltd.

Corporate

-

Public

Ltd

-

Listed

Corporate

-

Public

Ltd

-

Unlisted

Cooperative

Society

Others - Please Specify

3. Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership ☐ Yes ☐ No

4. PAN No. / TIN No.

☐

Yes

☐

No

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

Name

Address

City

Pin

Tel. No.

Mob. No.

Fax. No.

Email ID	<input type="text"/>
Contact Name	<input type="text"/>
Designation	<input type="text"/>

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

Exchange Name1	<input type="text"/>
Exchange Name2	<input type="text"/>
Exchange Name3	<input type="text"/>
None (if none, please tick in checkbox)	<input type="checkbox"/>

7. Authorized Signatory/ies Details

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

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

8. Address of Registered Office /Communication address

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

City	
Pin	
Tel.	No.
Mob. No.	
Fax.	No.
Email ID	
Contact Person Name	
Contact Person No. & Mob	
Designation	

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

A) Bank Name & Address

B) Account No.

--

C) Account Type

--

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:

--

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

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

Affix Passport size
photograph of the
Signatory

Affix Passport size
photograph of the
Signatory

Signature, Name and seal

Signature, Name and seal