Corrigendum-1

Ref: CFS/PD/1/ SUGAR/23/2016-17/1 Date: 22nd August 2016

Reference is invited to the notification No. KFCSC/PDS/PRO/RBD P,OIL/ NEML/2016-17 dated: 03/03/16 regarding "Request for Proposal, Empanelment of suppliers for supply of Sugar (S -30 Grade) under Public Distribution System Scheme of Government of Karnataka for 2016-17 under e-procurement mode" and Corrigendum-1 No. KFCSC/PDS/PRO/RBD P,OIL/NEML/2016-17/1 Date: 02/05/16.

Pursuant to directions of Government vide GO No. Aanasa 204 DRA 2015, Bangalore dtd. 19.5.2016 the following amendments for the respective Clauses have been incorporated.

Existing Clause:

a) The KFCSC Ltd shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd(Formerly known as NCDEX Spot Exchange Ltd.), for conducting electronic auction system for procurement of Refine and or Cane Sugar (S -30) from registered suppliers.

The above clause is deleted and amended as follows:

A) The Commissioner, Food, Civil supplies & Consumer Affairs Department, Government of Karnataka hereinafter called as FCS&CA Department., shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Limited, hereinafter called as NeML, for conducting electronic auction system for procurement of Refined AND / OR CANE SUGAR (S-30 GRADE) from registered suppliers.

Existing Clause:

d) The KFCSC Ltd. has invited applications from the eligible Sugar Mills /suppliers/Traders for enrolment as registered suppliers for supply of Refined and or Cane Sugar(S-30). For the purpose of scrutiny of applications, registration of the suppliers, placement of purchase indents, entering into agreement with the qualified suppliers, and processing of payments shall be through the Karnataka Food and Civil Supplies Corporation Ltd.

The above clause is deleted and amended as follows:

FCS&CA Department, invites applications from the eligible Sugar Mills /suppliers/Traders Individuals or partnership firm, Registered Company, Co-
operative Sugar Mills, for enrolment as registered suppliers for supply of Refined AND OR CANE SUGAR (S-30 GRADE) for the year 2016-17. The procedure for enrolment, registration and terms and conditions of supply under the above e-procurement for supply of Refined AND OR CANE SUGAR (S-30 GRADE) is as detailed below and read with relevant Corrigendum issued from time to time.

Existing Clause:

e) The procedure for enrolment, registration and terms and conditions of supply under the above e-procurement for supply of Refined and or Cane Sugar (S-30) is detailed below:

The above clause is deleted and amended as follows:

e) The procedure for enrolment and registration of suppliers, terms and conditions of purchase of Refined and/or Cane Sugar (S-30 grade) is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website www.ahara.kar.nic.in & www.kfsc.com for the information of participants.

Existing Clause:

1.1. The KFCSC Ltd. being the appointed agency for procurement of Refined and or Cane Sugar (S-30) under Public Distribution Scheme proposes to procure the Refined / Cane Sugar (S-30) for 2016-17 from the Sugar Mills through e-procurement process.

The above clause is deleted and amended as follows:

1.1. FCS & CA Department under Public Distribution System Scheme proposes to procure the Refined and / or Cane Sugar (S-30) for the financial year 2016-17 from the eligible suppliers. For empanelment/registration of new suppliers, the applications and scrutiny of documents will be undertaken by FCS&CA Department.

Existing Clause

1.2. The requirement of Refined and or Cane Sugar (S-30) under this scheme for 2016-17 is approximately 1Lakh MTs. (11,000 MTs/Month ). The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by respective District Managers of KFCSC from time to time.

The above clause is deleted and amended as follows:

1.2. The requirement of Refined and / or Cane Sugar (S-30) under this scheme for 2016-17 is approximately 11,000 MTs per Month. The quantities indicated in respect of each Revenue Division of Government of Karnataka may vary depending upon the requirement and demand as indented by FCS & CA Dept. The auctions will be held on
Monthly basis and or for Multiple months for supply of Sugar Refined and or Cane Sugar (S-30 Grade).

The delivery should be given on staggered way as per the purchase order issue by the District Manger KFCSC LTD., & SECRETARY/DEPUTY DIFRECTOR FOOD DIVISION (FCS & CA) for TAPCMS LTD, SECRETARY /DEPOT MANGER OF OTHER AGENCIES.

Existing Clause:

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

The above clause is deleted and amended as follows:

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

Existing Clause:

4.1. The KFCSC will scrutinize the applications and relevant documents submitted along with the application. The selected applicants will be enrolled as registered suppliers of Refined and or Cane Sugar (S-30) under Public Distribution Scheme for the year 2016-17 by KFCSC and will be issued with registration number / user ID and password of NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.

The above clause is deleted and amended as follows:

4.1. The FCS & CA Dept, will scrutinize the applications and relevant documents submitted along with the application. The selected applicants will be enrolled as registered suppliers of Refined and or Cane Sugar (S-30) under Public Distribution Scheme for the year 2016-17 by FCS & CA Dept and will be issued with registration number / user ID and password of NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.
Existing Clause:
4.4. Such registered suppliers are eligible to participate on electronic bidding system (e-auction) conducted by NCDEX e-Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd) as and when scheduled. The electronic auction platform will scrutinize the financial bids and bid winners will be declared based on the lowest offer in respect of specified lots after due evaluation of competitiveness of the lowest bid and approval by KFCSC Ltd.

The above clause is deleted and amended as follows

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

Existing Clause:
5.1 Based on the requirements for implementation of the PDS scheme the KFCSC Ltd. through their Head Office or through KFCSC Ltd will notify NCDEX e-Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd) to schedule auctions on periodic basis. Further such details will be posted on the website of KFCSC Ltd (www.kfcsc.com). Neither the KFCSC Ltd nor NCDEX e-Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd) will individually intimate to the registered suppliers regarding the e-auction schedule.

The above clause is deleted and amended as follows

5.1 Based on the requirements for implementation of the PDS scheme the FCS & CA Dept. will notify NCDEX e-Markets Ltd (NEML) to schedule auctions on periodic basis. Further such details will be posted on the website of FCS & CA Dept. website www.ahara.kar.nic.in and/or www.kfcsc.com. Neither the FCS & CA Dept nor NCDEX e-Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.

Existing Clause:
6.1 The quality parameters for Refined and or Cane Sugar (S-30) are detailed below for the reference of all eligible suppliers. The KFCSC Ltd has the right to alter the parameters at its own discretion before notifying the e-auction schedule. Unless and otherwise notified the following parameters shall be the basis for assaying of Refined Cane Sugar (S-30).

The above clause is deleted and amended as follows

6.1 The quality parameters for Refined and or Cane Sugar (S-30) are detailed below for the reference of all eligible suppliers. The FCS & CA Dept. has the right to alter the parameters at its own discretion before notifying the e-auction schedule. Unless and otherwise notified the following parameters shall be the basis for assaying of Refined Cane Sugar (S-30).
Existing Clause:

6.7 Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency accredited by NABL. The batch wise assaying report shall be submitted to the District Manager KFCSC or to the person authorized by concerned District Manager KFCSC. The list of accredited labs of NABL from whom the Assaying report has to be obtained is as detailed in Annexure 6. Suppliers may check with the Assaying agencies listed in Annexure-6 who have the scope of accreditation to certify Sugar.

The above clause is deleted and amended as follows

6.7 Every batch manufactured and marked for supply lot wise shall be subjected to inspection, testing and certification by an assaying agency accredited by NABL. The batch wise assaying report shall be submitted to the concerned District Manager and Depot Manager for the wholesale managed by KFCSC and concerned Depot Manager of the Wholesale managed by TAPCMS and Other Agencies. The list of accredited labs of NABL from whom the Assaying report has to be obtained is as detailed in Annexure-5. Suppliers may check with the Assaying agencies listed in Annexure-5 who have the scope of accreditation to certify Sugar.

Existing Clause:

7.2 The KFCSC Ltd may randomly collect the samples at the depots and get the samples tested in any of the NABL accredited laboratories independently. The quality of Refined and or Cane Sugar (S-30) will be evaluated based on specified quality parameters as detailed in section-6.2. The results of such testing will be final and binding on the suppliers. In such cases payment will be made for such stocks which are in accordance with quality parameters as certified by the Assaying agency. Suppliers may note that the cost of assaying in such cases will be borne by them and such costs will be deducted while making the payment for supplies made. The stocks which fail the test have to be taken back by the Supplier at his own cost within one week from the date of intimation by the respective District Manager of KFCSC Ltd.

The above clause is deleted and amended as follows

7.2. The FCS & CA Dept. may randomly collect the samples at the depots on its own or through officials of KFCSC Ltd/TAPCMS/other nominees and get the samples tested in any of the NABL accredited laboratories independently. The quality of Refined and or Cane Sugar (S-30) will be evaluated based on specified quality parameters as detailed in section-6.2. The results of such testing will be final and binding on the suppliers. In such cases payment will be made for such stocks which are in accordance with quality parameters as certified by the Assaying agency. If in case advance payment has already been made and subsequently the deviation to quality parameter noticed, then the FCS & CA Department shall have the right to recover such dues as may be computed based on quality report. Suppliers may note that the cost of assaying in such cases will be borne by them and such costs will be deducted while making the payment for supplies made. The stocks which fail the test have to be taken back by the Supplier at his own cost within one week from the date of intimation by FCS & CA Department.
Existing Clause:

7.3 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weighbridge receipt along with copy of invoice / delivery challan and assaying report shall be handed over to personal authorized by District Manager KFCSC Ltd under a copy to the concerned Depot Manager at the time of giving delivery. All the documents pertaining to delivery should be handed over to the person authorized by District Manager of KFCSC Ltd.

The above clause is deleted and amended as follows

7.3 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after loading of the consignment. The copies of weighbridge receipt along with copy of Invoice / Delivery challan and assaying report from the NABL accredited laboratories as per list detailed in Annexure-5 shall be handed over to Depot Manager of KFCSC Ltd, TAPCMS Ltd and Other Nominees, as the case may be, at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwarded by the concerned Depot Manager. All the documents pertaining to delivery should be handed over to the person authorized by District Manager of KFCSC Ltd, Secretary/ Depot Manager of Concerned TAPCMS LTD and Depot Manager of Concerned Agencies.

Existing Clause:

7.4 Consignment shall be delivered strictly in accordance with the scheduled delivery dates as indicated in the purchase indent/order issued by concerned/authorized official, while taking delivery of consignment concerned/authorized official notified by KFCSC Ltd will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Supplier, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before loading.

The above clause is deleted and amended as follows

7.4 Consignment shall be delivered strictly in accordance with the scheduled delivery dates as indicated in the purchase indent/order issued by concerned/authorized official, while taking delivery of consignment concerned/authorized official notified by KFCSC Ltd, TAPCMS LTD and other AGENCIES, as the case may be, will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sugar based on the assaying report submitted by the Supplier, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before loading.
Existing Clause:

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

The above clause is deleted and amended as follows

7.5 In case if the person/official authorized by District Manager KFCSC Ltd., Secretary/Depot Manager TAPCMS LTD, Depot Manager of Other Agencies is not satisfied with the quality of Sugar supplied and not supported by proper documents of delivery then he would reject the consignment marked for delivery.

Existing Clause:

7.6 After loading the consignment, the gross weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the loading point along with other documents i.e. invoice / delivery challan, assaying report and weighbridge receipts shall be handed over to concerned/authorized official notified by KFCSC Ltd.

The above clause is deleted and amended as follows

7.6 After loading the consignment, the gross weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the loading point along with other documents i.e. Invoice / Delivery challan, assaying report and weighbridge receipts shall be handed over to concerned/authorized official notified by KFCSC Ltd, TAPCMS LTD, and other Agencies.

Existing Clause:

7.7 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the concerned/authorized official notified by the KFCSC Ltd. shall record the gross weight of the bags on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags. The weight of the bag can be arrived at weighing empty bag on the weighing scale.

The above clause is deleted and amended as follows

7.7 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the concerned/authorized official notified by the KFCSC Ltd, TAPCMS LTD, and other Agencies, shall record the gross weight of the bags on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment duly deducting weight of the bags. The weight of the bag can be arrived at weighing empty bag on the weighing scale.
Existing Clause:

8.3. The exchange in consultation with KFCSC Ltd will schedule the auctions for each district and such details viz. e-auction calendar will be published on the website of KFCSC (www.kfcsc.com)

The above clause is deleted and amended as follows

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

Existing Clause:

8.4. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX e Markets Ltd (NeML). However the registered suppliers may contact KFCSC Ltd offices located at District Head Quarters for obtaining details of schedule of e-auctions. In addition after every e-auction has been scheduled by the district office of KFCSC Ltd on NCDEX e Markets Ltd platform, NCDEX e Markets Ltd will send the information about the e-auction through email to each of the empanelled supplier. However empanelled suppliers are advised to rely on the information published on the website (www.kfcsc.com) rather than depending on email. Mere non-receipt of email will not be a valid objection for not participating in the e-auction.

The above clause is deleted and amended as follows

8.4. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX e Markets Ltd (NeML). However the registered suppliers may contact KFCSC Ltd offices located at District Head Quarters / TAPCMS LTD and other AGENCIES for obtaining details of schedule of e-auctions. In addition after every e-auction has been scheduled by the FCS & CA Dept on NCDEX e Markets Ltd platform, NCDEX e Markets Ltd will send the information about the e-auction through email to each of the empanelled supplier. However empaneled suppliers are advised to rely on the information published on the website www.ahara.kar.nic.in & www.kfcsc.com, rather than depending on email. Mere non-receipt of email will not be a valid objection for not participating in the e-auction.

Existing Clause:

8.6 The registered suppliers need to deposit 1% (One per cent) of the value of goods as EMD (margin money) with the NCDEX e-Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd) accounts to participate in the e-auctions as given below:

The above clause is deleted and amended as follows

8.6 The registered suppliers need to deposit 0.5% (Half per cent) of the value of goods as EMD (margin money) with the NCDEX e-Markets Ltd accounts. The EMD will be refunded after lifting full indented quantity of Sugar from ex-factory /Warehouse.
Existing Clause:

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

The above clause is deleted and amended as follows

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

Existing Clause:

8.17 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to KFCSC Ltd by NCDEX e Markets Ltd Exchange Ltd. The KFCSC Ltd after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by KFCSC Ltd will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder by KFCSC Ltd. The KFCSC Ltd. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

The above clause is deleted and amended as follows

8.17 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to FCS & CA Dept by NCDEX e Markets Ltd. The FCS & CA Dept after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by FCS & CA Dept. the winner will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder by FCS & CA Depot through NCDEX e- Markets Ltd. The FCS & CA Depot. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

Existing Clause:

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

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

Existing Clause:

8.20 KFCSC Ltd & NCDEX e Markets Ltd Exchange shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Ltd Platform/Exchange Platform https://market.nspot.in In case if e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of KFCSC Ltd..

The above clause is deleted and amended as follows

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

Existing Clause:

8.21 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer (KFCSC) to the successful bidder (hereinafter called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

The above clause is deleted and amended as follows

8.21 The Invitation of Bids, the terms and conditions of the E-Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer FCS & CA Depot to the successful bidder (hereinafter called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.
Existing Clause:

8.25. The successful bidder upon receipt of communication regarding acceptance of bid by the KFCSC Ltd/ NCDEX e-Markets Ltd (Formerly known as NCDEX Spot Exchange Ltd ) shall arrange to transfer an amount equivalent to 1% (One per cent) of the value of the order as security deposit by way of electronic fund transfer to any of the NCDEX e Markets Ltd Accounts detailed below:

The above clause is deleted and amended as follows

8.25. The successful bidder upon receipt of communication regarding acceptance of bid by the FCS & CA Dept/ NCDEX e-Markets Ltd shall arrange to transfer an amount equivalent to 0.5% (Half per cent) of the value of the order as security deposit (SD) by way of electronic fund transfer to any of the NCDEX e Markets Ltd. The SD will be refunded after lifting full indented quantity of Sugar from ex-factory /Warehouse as per the Indented quantity.

Existing Clause:

9.1. The short listed suppliers who qualify in e-auction for each lot will be issued with purchase orders / indents by the concerned /authorized officials of KFSCS Ltd. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the NeML account.

The above clause is deleted and amended as follows

9.1. The short listed suppliers who qualify in the e-Auction shall be issued with purchase orders. The lots/ Bid quantity put for auction shall be split as per monthly requirement and accordingly purchase orders are placed separately for each month by the concerned District Manager for the wholesale Maintain by KFCSC Ltd and DEPUTY DIRECTOR FCS & CA of the concerned District for the wholesale points maintained/managed by TAPMCS LTD AND OTHER AGENCIES. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the NeML account.

Existing Clause

9.2 The e-Auction will be conducted on a monthly basis. The successful suppliers shall give delivery of consignment as per the indents placed by respective District Managers. The supplier shall get the consignment inspected and certified by an assaying agency accredited by NABL. The scheduled dates for giving delivery will be indicated in the purchase indent/order. Supplier shall take adequate care to ensure that delivery of stock is given at his location/ex-works/warehouse as per the schedule. Supplier in his own interest prepare well for giving delivery of assayed and cleared stock.

The above clause is deleted and amended as follows

9.2 The e-Auction will be conducted on a periodic basis. The successful suppliers shall give delivery of consignment as per the purchase order/indent placed by respective District Managers KFSCC LTD /respective Deputy Director FCS & CA Dept for TAPMC LTD / OTHER AGENCIES. The supplier shall get the consignment inspected and certified by an assaying agency accredited by NABL before giving delivery of assayed stock. The scheduled dates for giving delivery will be indicated in the purchase indent/order. Supplier shall take adequate care to ensure that delivery of stock is given at his location/ex-works/warehouse as per the schedule. Supplier in his own interest prepare well for giving delivery of assayed and cleared stock.
Existing Clause:

9.3. The KFCSC Ltd does not guarantee the minimum quantity, which will be ordered. The KFCSC Ltd reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to deliver the ordered quantity on ex-works/warehouse basis only.

The above clause is deleted and amended as follows

9.3. The FCS & CA Dept. does not guarantee the minimum quantity, which will be ordered. The FCS & CA Dept reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to deliver the ordered quantity on ex-works/warehouse basis only.

Existing Clause:

9.4. Deliveries at ex-works/warehouse basis shall be as per the indent/order. If for any unforeseen reason exact quantity of deliveries could not be delivered then in such an eventuality a variation of less 1% of ordered quantity is allowed. The concerned/authorized officials as notified by KFCSC at his sole discretion may place Purchase orders/indents by LETTER / E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall make necessary arrangements and keep ready the qualified stocks duly assayed by an assaying agency accredited by NABL, for giving delivery on scheduled date/dates as per the schedule of delivery mentioned in the purchase indent/order. The supply of consignment ordered shall be delivered in accordance with the purchase order/indent. Normally 10 days’ time will be given to deliver commodities indented on ex-works/warehouse basis. In cases of urgency suppliers may be requested to deliver the consignment on priority basis reducing the delivery time to 7 days. Suppliers are bound to adhere to such delivery schedules without fail. Failure to comply with this stipulation shall be deemed as violation of terms and conditions of tender and attract forfeiture of EMD and SD.

The above clause is deleted and amended as follows

9.4. Deliveries at ex-works/warehouse basis shall be as per the indent/order. If for any unforeseen reason exact quantity of deliveries could not be delivered then in such an eventuality a variation of less 1% of ordered quantity is allowed. The concerned/authorized official of KFCSC Ltd/Deputy Director of FCS & CA Department as notified by FCS & CA Department at his sole discretion may place Purchase orders/indents by LETTER / E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall make necessary arrangements and keep ready the qualified stocks duly assayed by an assaying agency accredited by NABL, for giving delivery on scheduled date/dates as per the schedule of delivery mentioned in the purchase indent/order. The supply of consignment ordered shall be delivered in accordance with the purchase order/indent. Normally 10 days’ time will be given to deliver commodities indented on ex-works/warehouse basis. In cases of urgency suppliers may be requested to deliver the consignment on priority basis reducing the delivery time to 7 days. Suppliers are bound to adhere to such delivery schedules without fail. Failure to comply with this stipulation shall be deemed as violation of terms and conditions of tender and attract forfeiture of EMD and SD.

Existing Clause:

9.5. The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper with the KFCSC to fulfill the contractual obligations as specified by the KFCSC Ltd. The draft format of agreement is furnished vide Annexure-5. Agreement not accompanied by document/proof of having remitted the Security Deposit to NCDEX e
Markets Ltd A/c, any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender.

The above clause is deleted and amended as follows

9.5. The suppliers are required to enter into an agreement on Rs 200/- non-judicial stamp paper with the concerned District Managers of KFCSC and concerned Secretary of TAPCMS LTD., and OTHER Nominee (A separate agreement has to be made with each TAPCMS LTD and other AGENCIES) to fulfill the contractual obligations as specified by the FCS&CA Department, after remitting the required security deposit. Agreement not accompanied by document/proof of having remitted the Security Deposit to NCDEX e Markets Ltd (NeML) A/c, any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions.

Existing Clause:

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

The above clause is deleted and amended as follows

9.10. Based on schedule of delivery specified in the purchase indent/order the concerned/authorized officials of KFCSC, TAPCM & OTHER AGENCIES shall be deploying vehicles for taking delivery of consignment to supplier’s location/works/warehouse. Failure to deliver the consignment duly assayed on to the vehicles or causing delays would attract penalty for delay at the rate of Rs 50/- per MT per day. The penalty amount shall be deducted from supplier bill while settling the payments. The delays beyond two days will not be admitted and the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited.

Existing Clause:

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

The above clause is deleted and amended as follows

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

Existing Clause:

10.2. The successful suppliers should give delivery of stocks at his cost the Refined / Cane Sugar (S-30 GRADE) on to the vehicles deployed by KFCSC from his warehouse/works/plant. Supplier shall bear all such costs as per Clause 8.13 (a) and (b).
The above clause is deleted and amended as follows

10.2. The successful suppliers should give delivery of stocks at his cost the Refined / Cane Sugar (S-30 GRADE) on to the vehicles deployed by KFCSC, TAPCMS & OTHER AGENCIES from his warehouse/works/plant. Supplier shall bear all such costs as per Clause 8.13 (a) and (b).

Existing Clause:

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by KFCSC Ltd., to the suppliers within **07 working days** from date of delivery with submission of bills with relevant documents to the concerned/authorized officials of KFCSC as per the procedure stipulated through NCDEX e Markets Ltd. platform to the respective account of the suppliers by electronic fund transfer.

The above clause is deleted and amended as follows

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time upon getting confirmation for having taken delivery of stocks by the concerned District Manager KFCSC LTD/ DEPOT MANAGER TAPCMS LTD / DEPOT MANAGER OF OTHER AGENCIES, Payment will be released by concerned agencies to the suppliers within **07 working days** as per the procedure stipulated through NCDEX e Markets Ltd. platform to the respective account of the suppliers by electronic fund transfer.

Existing Clause:

11.3. The supplier shall submit the following documents while giving delivery of the consignment to the concerned/authorized officials of KFCSC.

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

The above clause is deleted and amended as follows

11.3. The supplier shall submit the following documents while giving delivery of the consignment to the concerned/authorized officials of KFCSC /TAPCMS & OTHER AGENCIES.

e) Commercial Invoice  
f) Copy of Assaying Report (issued by an assaying agency accredited by NABL), at the loading point  
g) Electronic Weighbridge Receipts at loading point (if electronic weigh bridge facility is available at loading point)  
h) Acknowledgement copy for having taken delivery by concerned/authorized official of KFCSC /TAPCMS / OTHER AGENCIES.
Existing Clause:

12.1. In case if the supplier fails to complete the supplies in time as per indent, the KFCSC Ltd reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re-auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Refined and or Cane Sugar (S-30) from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation.

The above clause is deleted and amended as follows

12.1. In case if the supplier fails to complete the supplies in time as per indent, the FCS & CA Dept reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re-auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Refined and or Cane Sugar (S-30) from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. EMD and Security Deposit will be forfeited and Corporation may also proceed with blacklisting of the firm depending on the gravity of the situation.

Existing Clause:

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

The above clause is deleted and amended as follows

12.2. Failure to keep up the supply schedule by the qualified supplier will result in levy of penalty of Rs.50/- (Rupees One Fifty only) per day per Metric Ton for a maximum delay of ten days. The delay in supply under no circumstances will exceed more than 10 days. If the delay for supply is more than 10 days the penalty of Rs. 100 per day per Metric Ton shall be levied at the sole discretion of the FCS & CA. Ltd.

Existing Clause:

13.1 The supplier, if breaches any condition or clause of the agreement the KFCSC is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.

The above clause is deleted and amended as follows

13.1 The supplier, if breaches any condition or clause of the agreement the KFCSC/TAPCMS/ OTHER AGENCIES is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.

Existing Clause:

13.2 If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the KFCSC then the agreement will automatically come to an end or partly continues for which supplier is not entitled to
demand/receive any type of loss amount or cannot initiate any legal proceedings against KFCSC Ltd.

**The above clause is deleted and amended as follows**

13.2 If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the FCS & CA Dept. then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against FCS & CA Dept.

**The above amendments shall come into force with immediate effect. All the interested parties may please note.**

Sr. Deputy Manager,

FCA & CA DEPARTMENT