



**THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.**

(GOVERNMENT OF GUJARAT UNDERTAKING)

**SECTOR-10-A, 'CH' ROAD, NEAR SACHIVALAYA,  
GANDHINAGAR-382043**

CIN: U69510GJ1980SGC003957 Web: [www.gscscl.gujarat.gov.in](http://www.gscscl.gujarat.gov.in)

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**Tender Notice No.**

**GSCSC/251/TOC/white Sugar/Reverse e-Auction/2018-19/July-18**

**Dt.31-05-2018**

**REQUEST FOR PROPOSAL**

**Empanelment of Suppliers for Supply of  
White Sugar (S-30 Grade) for various Schemes  
of Government of Gujarat under Reverse E-Auction mode**

**Reverse E-Auction Date 31-05-2018  
For 66,000 Quintal White Sugar**

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**THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED**

Sector 10-A, 'CH' Road, Near New Sachivalaya, Gandhinagar – 382043  
CIN:U69510GJ1980SGC003957 web:www.gscscl.gujarat.gov.in

**NOTIFICATION**

**Enrollment of suppliers & e-Auction for supply of Edible Oil, Salt, White Sugar, pulses (Toor Dal, Gram Dal) etc. (As per GSCSCL Specification) with(n)Code Solutions (A Division of GNFC Ltd.)**

The Gujarat State Civil Supplies Corporation Limited (GSCSCL) is a Government of Gujarat undertaking, engaged in procurement, storage and distribution of various commodities under Public Distribution System (PDS) and other welfare schemes of Government like MDM, ICDS etc. Interested individual or partnership firm, Registered Company or Co-Operative Society or any legal Organization, Manufacturers/ Producers / Traders who is eligible to participate in the reverse e-auction conducted by GSCSC through (n)Code Solutions (A Division of GNFC Ltd.), can apply for registration with (n)Code Solutions (A Division of GNFC Ltd.). Application format can be obtained from website <https://gscsc-eauction.nprocure.com> (OTP based Login). Bidders can register online on Portal by uploading scanned copy of necessary documents. Further if need be, bidders are requested to submit self- certified documents for verification. Toll Free Number : 1800-419-4632 Email : [nprocure@ncode.in](mailto:nprocure@ncode.in) For any other clarification, kindly contact GSCSC Manager (Commerce) at above address and email: [mangeredoil@gmail.com](mailto:mangeredoil@gmail.com) . Details of e-auction are as under:

Sr. No.	Commodity	Purchase Center at GSCSC Godown					Date of e-auction
		Ahmedabad	Vadodara	Rajkot	Madhi	Kim	
1	White Sugar (in MT)	1700	1900	1650	675	675	31-05-2018

Date: 24-05-2018

General Manager  
GSCSCL Gandhinagar

## **Empanelment of Suppliers for supply of White Sugar (S -30 Grade) for various Schemes of Government of Gujarat under Reverse e-Auction mode.**

### **INTRODUCTION:-**

The Gujarat State Civil Supplies Corporation Ltd. (GSCSC) is a Government Company registered under companies Act-1956 having its registered office in Sector-10-A, CH Road, Near Sachivalaya, Gandhinagar-382043.

The Government of Gujarat has appointed GSCSC, as its agency for procuring White Sugar (S-30 Grade) under various Government Schemes like public distribution system and Other Govt. schemes of Government of Gujarat under reverse e-Auction mode.

The GSCSC shall follow reverse e-Auction mode and has entrusted the same to (n)Code Solutions – A Division GNFC Ltd. ((n)Code), for conducting electronic auction for procurement of White Sugar (S -30 Grade) under various Government Schemes like public distribution system and other Govt. Schemes from registered suppliers.

GSCSC intends to invite the tenders for purchase of **66000 Quintal** (as declared by GSCSC from time to time) White Sugar (S-30 Grade) for PDS for a period of 1 month in state of Gujarat. Applications are invited from the interested registered company, Co-operative society, individual or partnership firm, or any other legal entity, who may be Manufacturers/Producers/Wholesalers/Traders as suppliers to be eligible to participate in the reverse e-auctions conducted by (n)Code Solutions. Procedure for registration and application formats can be obtained from website <https://gscsc-eauction.nprocure.com> for download and submission of registration form. For any clarification kindly contact GSCSC on 079-23221037-38, 09409545887 .(n)Code Solutions on 1800-419-4632 Email:gscscl.eauctioncell@gmail.com

## 1. **SCOPE OF WORK:-**

1. The GSCSC being the appointed agency for procurement of White Sugar (S-30 Grade) under public distribution system in the State of Gujarat, proposes to procure the same from the suppliers through reverse e-auction process and has entrusted (n)Code Solutions with the responsibility for the same.
2. The requirement of White Sugar (S-30 Grade) under PDS for next (1) one month quantity will be about 66000 Quintal (as declared by GSCSC from time to time) which may vary up to 10%. The above quantity will have to be offered at central purchase centers of GSCSC at Ahmedabad/ Vadodara/ Madhi & Kim (Surat) / Rajkot of the State of Gujarat.
3. Under the above scheme, White Sugar (S-30 Grade) will be procured from the suppliers as per the eligibility criteria mentioned in the Contract note. White Sugar (S-30 Grade) should have been produced from the production season **2016-17 and 2017-18** only.
4. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in **Annexure-1 & 2**. Such evaluation will be conducted by the third party quality assurance agency appointed by GSCSC.
5. The sampling offer of the estimated quantity required, should be made as per the quality specifications provided in the Annexure-1 of White Sugar (S-30 Grade) and as per the sampling offer schedule as mentioned in the Purchase Order.
6. After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by registered office of GSCSC within **7 (Seven)** working days after completion of total batch supply and submission of bills as per the procedure stipulated in Terms & Conditions to the suppliers by electronic fund transfer.
7. Any changes in this tender will be communicated by (n)Code Solutions to the Registered Suppliers and will be binding to the registered suppliers.

## **INVITATION FOR BIDS:**

- The Gujarat State Civil Supply Corporation Ltd. (GSCSC), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar-382010 invites bids from interested suppliers for supply of pulses, through (n)Code Solutions A Division GNFC Ltd's Platform, as per the terms and conditions prescribed herewith:-
- Online Bidding is conducted through (n)Code Solutions (A Division of GNFC Ltd.) Platform URL link: <https://gscsc-eauction.nprocure.com> (OTP based Login) which is made available by (n)Code Solutions (A Division of GNFC Ltd.).
- Registered Suppliers with (n)Code Solutions (A Division of GNFC Ltd.) and approved by GSCSC are eligible for participating in the reverse e-auction of Double Fortified Salt. For registration form interested parties may refer to Annexure-4. The clearing and settlement operation, after conducting of e-auctions will be handled by (n)Code Solutions (A Division of GNFC Ltd.) and closely monitored by GSCSC. GSCSC will not be responsible, in any way, if the bidders have not completed the registration process with (n)Code Solutions (A Division of GNFC Ltd.) and approved by GSCSC. Bidders may contact Customer Service Group of (n)Code Solutions (A Division of GNFC Ltd.) on Toll Free Number : 1800-419-4632 Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)
- GSCSC and (n)Code Solutions (A Division of GNFC Ltd.) shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity speed, ISP or any other network related issues to access (n)Code Solutions (A Division of GNFC Ltd.) Platform/Exchange Platform : <https://gscsc-eauction.nprocure.com> (OTP based Login).Registered Suppliers with (n)Code Solutions and approved by GSCSC are eligible for participating in the e procurement mode of pulses. For registration form, interested parties may refer to website. The clearing and settlement operation, after conducting of reverse e auctions will be handled by (n)Code Solutions and closely monitored by GSCSC. GSCSC will not be responsible, in any way whatsoever, if the bidders have not completed the registration process with (n)Code Solutions and approved by GSCSC. Bidders may contact Registration Team of **(n)Code Solutions**.GSCSC and (n)Code solutions shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity speed, ISP or any other network related issues to access (n)Code Solutions platform <https://gscsc-eauction.nprocure.com>.However, the rate of transaction charges may change. The amount will be deducted from security deposit lying with (n)Code solutions while settling the accounts of the suppliers by (n)Code solutions .

## **EVALUATION OF APPLICATION FOR REGISTRATION**

1. The completed applications along with relevant documents shall be submitted online only.
  2. The Applications will also be scrutinized for enrolment and upon acceptance of their application for enrolment would be eligible to participate in subsequent e auctions.
  3. The GSCSC and (n)Code Solutions (A Division of GNFC Ltd.) representative will scrutinize the applications and relevant documents submitted along with the application. The applicants will be informed on mail regarding acceptance/ rejection of their application. The selected applicants will be enrolled as registered suppliers of Double Fortified Salt for the Fin. year 2018-19. REGISTRATION WITH GSCSC AND (n)Code Solutions (A Division of GNFC Ltd.).
  4. The application for registration can be filled from the website <https://gscsc-eauction.nprocure.com>. A detailed procedure for completion of registration is mentioned on <https://gscsc-eauction.nprocure.com>.
  5. The interested applicants may also visit website <https://gscsc-eauction.nprocure.com> for any relevant information regarding enrolment as participant on (n)Code Solutions (A Division of GNFC Ltd.) Interested participants can also contact the Customer Service Group on below phone numbers (079) 4000 7513/514/517, 1800-419-4632
1. The completed applications along with relevant documents shall be submitted Online only. 2. The GSCSC and (n)Code Solutions representative will scrutinize the applications and relevant documents submitted along with the application. The applicants will be informed within three weeks from the last date of submission of application regarding acceptance/rejection of their application. The selected applicants will be enrolled as registered suppliers of white sugar for the year 2017-18 .

## **REGISTRATION FEES (Free of Cost) OF GSCSC AND (n)Code Solutions.**

1.1. The application for registration can be filled from the website [https://gscsc-  
eauction.nprocure.com](https://gscsc-<br/>eauction.nprocure.com) (OTP based Login) A detailed procedure for completion of registration is mentioned on [https://gscsc-  
eauction.nprocure.com](https://gscsc-<br/>eauction.nprocure.com)

2. The interested applicants may also visit website [https://gscsc-  
eauction.nprocure.com](https://gscsc-<br/>eauction.nprocure.com) (OTP based Login) for any relevant information regarding enrolment as participant on (n)Code Solutions (A Division of GNFC Ltd.). Interested participants can also contact the Customer Service Group on Toll Free Number : 1800-419-4632 Email : [nprocure@ncode.in](mailto:nprocure@ncode.in)



## **ONLINE BIDDING SESSION DETAILS**

### ONLINE BIDDING SESSION DETAILS

- a. (n)Code Solutions (A Division of GNFC Ltd.) in consultation with GSCSC, will schedule the bidding schedule for respective region (Surat, Vadodara, Ahmedabad and Rajkot) up to GSCSC Taluka Godowns and such details viz. bidding calendar will be published on the website <https://gscsc-eauction.nprocure.com> (OTP based Login)
- b. Opening and Closing Date and Time of Bidding: The Bidding Session shall open as per the schedule provided to registered participants via email or shall be available at our website <https://gscsc-eauction.nprocure.com> (OTP based Login). The time of bidding will be allowed for maximum 30 minutes excluding maximum 3 extensions each of 5 minutes. The Extensions come into play when a valid bid is received in the last 2 minutes of the auction. If no such bid is received the auction shall terminate at the end of 30 minutes. The bidding time can be reviewed by the (n)Code Solutions (A Division of GNFC Ltd.) and GSCSC periodically.
- c. The bidders shall place their bids online on (n)Code Solutions (A Division of GNFC Ltd.) Platform <https://gscsc-eauction.nprocure.com> (OTP based Login). The online auction system made available by (n)Code Solutions (A Division of GNFC Ltd.) as per the terms and conditions of the bidding.
- d. The Bidders are required to quote in Indian Rupees/quintal for each bid.
- e. GSCSC may decide, if desired, a ceiling price above which no bids may be accepted by (n)Code Solutions (A Division of GNFC Ltd.) Platform.
- f. The reducing tick size shall be Rs.1/ quintal.
- g. During the bidding session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid and in multiple.
- h. No cancellation of Bids shall be allowed during the session.
- i. Auction will be scheduled for 30 minutes, with extensions:
  - 1) Auto Extension: - If a bidder places a valid bid in the last 2 minutes of closing of the e-Auction, then auction shall get extended automatically for another 5 minutes. Please note that the auto-extension will take place only if a valid bid comes in last 2 minutes of auction duration. If the bid is invalid, then auto- extension will not take place. In case, there is no bid in the last 2 minutes of closing of the Auction, the auction shall be closed automatically without any further extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the live auction and auto extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc... It is to be noted that either The GSCSCL or

(n)Code Solutions (A Division of GNFC Ltd.) are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. There will be Maximum 3 (three) extensions of 5 minutes will take place in e-auction.

In case, there is no Bid in the last 2 minutes of closing of Auction, the Auction shall get closed automatically without any extension.

- j. If the bidder does not bid during this 2 (TWO) minutes extension, the e-Auction shall then be declared as completed and the prevailing price shall be declared as L1.
- k. The lowest valid bid, based on bids received in the auction (which is inclusive of transportation cost) shall be declared as L1.
- l. The final results of the bidding process are binding on all bidders and GSCSC. Any requests for cancellation received after the conclusion of the session shall result in the forfeiture of the EMD & Bidder will be blacklisted.
- m. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder inter-alia, for the purpose of the bidding 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 bidding session and is advised not to reveal it to anyone else so as to prevent misuse of the same.

#### Other Important Information

##### Instructions to Vendors:

M/s. GSCSC Limited. Reverse Auction Date & Time as per time table available on: URL: <https://gscsc-eauction.nprocure.com> Auction Documents can be downloaded from <https://gscsc-eauction.nprocure.com>

*\*\*\* Auto Extension as applicable (3 auto extension of 5 minutes each)*

Kindly take a note that user has to pay EMD corresponding to each commodity / product for respective location in well advance before starting of the e-Auction through e-Auction Portal Only.

#### Instructions to participate in e-Auction.

- Login to website: <https://gscsc-eauction.nprocure.com> using One Time Password
- Click on Live Auction
- Click on Search Auction
- Click on “ Enter Auction”
- Click on check box and then click on “I Agree”.

- Click on Bid button after submitting your bid

To participate in this Event, pls. confirm us through your acknowledgement.

Note: -

- Vendors are advised not to wait till the last minute or last few seconds to enter their bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc. Bidding in the last minutes and seconds should be avoided in the bidders own interest Neither the Service Provider nor M/s. GSCSC Limited will be responsible for any lapses /failure on the part of the vendor, in such cases.

Minimum System Requirement to access the website:

1. Computer/Laptop with Good Internet Connection
2. Operating System should be Window Vista / Windows 7 / Windows 8 and above.
3. Web Browsers: any browser, Internet Explorer 9.0 & above (32-bit Browser only)
4. System Access with Administrator Rights

EMD to be submitted to following Account:

Online Mode only.

Further bidders are requested to deposit EMD one day prior to e-Auction such that necessary formalities of verification and bidder mapping can be done on time.

Bidders will not be mapped in e-Auction if EMD is not received in above account of service provider.

- a. (n)Code Solutions in consultation with GSCSC will schedule the e-bidding Schedule for authorized purchase center i.e. at present **Madhi & Kim (Surat), Vadodara, Ahmedabad and Rajkot.**
- b. Opening and Closing Date and Time of Bidding: The Bidding Session shall open as per the schedule. The time of bidding will be allowed for maximum 30 minutes **excluding Auto extensions.** The bidding time will be reviewed by (n)Code Solutions and GSCSC periodically.
- c. The bidders shall place their bids online on (n)Code Solutions Platform.
- d. The Bidders are required to quote in Indian **Rupees /Quintal** for eachbid.
- e. GSCSC may decide, if desired, a ceiling price above which no bids may be accepted by (n)Code Solutions Platform.
- f. The reducing tick (Decrement Value) size shall be Rs.1/- per quintal throughout the reverse e-auction.
- g. During the bidding session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid.
- h. No cancellation of Bids shall be allowed during the session.

i. **Auction will be scheduled for 30 minutes. Auto extension as applicable.**

(1) **Auto Extension:** - If a bidder places a valid bid in the last 2 minutes of closing of the reverse e-Auction, then Auction shall get extended automatically for another 5 minutes. Please note that the auto-extension will take place only if a valid bid comes in last 2 minutes of Auction duration. If the bid is invalid, then auto-extension will not take place. In case, there is no bid in the last 2 minutes of closing of the Auction, the auction shall be closed automatically without any further extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the live auction and auto extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc... It is to be noted that either The GSCSCL or (n)Code solutions are not responsible for these unforeseen circumstances. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse e-auction successfully. There will be Maximum 3 (three) extensions of 5 minutes will take place in reverse e-auction.

**In case, there is no Bid in the last 2 minutes of closing of Auction, the Auction shall get closed automatically without any extension. j.**

If any valid bid is not received in live reverse e-auction or during extension, then reverse e-auction will be closed in stipulated time and no extension shall be triggered, and the reverse e-auction shall be declared as completed. Extension will be triggered only if a valid bid is received during last two minutes of closure of reverse e-Auction. Maximum Three extension will be triggered of FIVE minutes each if a valid bid is received in last TWO minutes of closure of reverse e-Auction. During extension if any bid is not received then further extension will not be triggered and reverse e-auction will be closed.

k. The lowest valid bid, as intimated by (n)Code Solutions to GSCSC, can be declared as the L1 bidder for the bidding schedule by GSCSC.

l. The final results of the bidding process are binding on all bidders and GSCSC. Any requests for cancellation received after the conclusion of the session shall result in the forfeiture of the EMD.

m. Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder, inter-alia, for the purpose of the bidding 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 bidding session and is advised not to reveal it to anyone else so as to prevent Misuse of the same.



**THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.**  
(Government of Gujarat UT)

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**SECTION-2**

**Circular on procurement of White Sugar (S-30 Grade) S-30 for various schemes of Government of Gujarat under reverse e-Auction mode.**

**TERMS & CONDITIONS OF GSCSC FOR SUPPLY OF WHITE SUGAR (S -30 GRADE)**

1. **ELIGIBILITY CRITERIA FOR SUPPLIERS:-**

- A. The producers/ wholesalers/ traders/ refiners/any other legal entity who are having production/ turnover of not less than 5 thousand MT per annum or turnover of Rs. 10 crore per annum of any commodity.
- B. The bidder should be a proprietary firm/ partnership firm/ pvt. Ltd. company/ limited company/ co-operative society registered under the Act or any other legal entity.
- C. A certified copy of Sugar Manufacturing License /Trading license, VAT Number, Excise no. any other license if required etc. needs to be submitted with Technical Bid.
- D. White Sugar (S-30 Grade) should have been produced from the Production season **2016-17 and 2017-18** only.

2. **PRICE:**

- (1) Bidder will have to bid in unit of Metric method i.e. in Quintal only.
- (2) For the rates offered for the purchase center of White Sugar (S -30 Grade), suppliers should include all Govt. duties and taxes, expenses like loading expenses, packing articles (Jute/LDPE/HDPE bags etc.) and packing charges etc. to deliver the goods F.O.R. Ahmedabad/ Madhi & Kim (Surat)/ Vadodara/ Rajkot
- (3) Bidder will have to quote the rates as per.
  - (i) The delivery schedule given by the GSCSC i.e. Ex-GSCSC Ahmedabad/ Rajkot/ Madhi & Kim (Surat)/ Vadodara locations in Gujarat.
  - (ii) The quality specifications prescribed by the GSCSC for White Sugar (S - 30 Grade).
  - (iii) The prescribed packing material and packing weight, etc.

3. **PURCHASE QUANTITY:**

- (1) The requirement of White Sugar (S-30 Grade) under PDS for next 1 (one) months will be about 66000 Quintal (as declared by GSCSC from time to time) which may vary up to 10%. The above quantity will have to be supplied the goods F.O.R. Ahmedabad/ Madhi & Kim (Surat)/ Vadodara/ Rajkot of White Sugar (S-30 Grade) suppliers as per the work order given to the supplier.
- (2) It will be the right of GSCSC to consider L-1 on the basis of F.O.R. delivery at Ahmedabad/ Madhi & Kim (Surat)/ Vadodara/ Rajkot for White Sugar (S-30 Grade) suppliers on the bidding price. The schedule of bidding for the purchase quantity will be conveyed by (n)Code Solutions.

4. **VALIDITY/ LEGALITY:**

The bids of all bidders, who have participated in the bidding, will remain valid for the maximum period of **15 (Fifteen) working days** from the date of closing of bidding.

5. **EARNEST MONEY DEPOSIT (EMD/MARGIN MONEY)**

- (1) An amount equivalent to 3% of the bid amount shall be deposited by the participant member with (n)Code Solutions A Division of GNFC Ltd as EMD/ Margin Money before placing bid, as confirmed by (n)Code Solutions.
- (2) The participant may deposit amount of EMD through any of the modes from the following. Cash deposit is not allowed.
  - (i) Through RTGS/NEFT transfer. Online Mode Only
  - (ii) Through RTGS / NEFT by Generating Challan from <https://gscsc-eauction.nprocure.com> (OTP based Login)
  - (iii) Demand Draft (n)Code solutions will ensure deposit of EMD/Margin Money of each Bidder before starting of reverse e-auction.
- (3) The bidders shall be allowed by (n)Code solutions to bid only if the requisite amount of EMD is available . The amount deposited as E.M.D/ Margin Money would determine the bidding capacity (quantity and price) of the bidder.

- (4) EMD of the lowest bidder will be blocked GSCSC.
- (5) EMD 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 (n)Code Solutions A Division of GNFC Ltd on the withdrawal request made by the bidder through email latest by one day from the day of close of bidding.
- (6) The successful bidder shall deposit additional 2% (Two percent) of purchase value as security deposit within three working days from the day of award of the bid with GSCSC . Thus the total amount which includes EMD and security deposit for the successful bidder shall stand to 5%. (Five percent).
- (7) If the successful bidder fail to supply the entire ordered quantity as per the prescribed quality at designated purchase center, his EMD (Margin Money) and Security Deposit shall stand forfeited and will be blacklisted.
- (8) In case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSC reserve the right,
  - i. To cancel the order for the quantity not supplied by the supplier and
  - ii. Take an initiative, through (n)Code Solutions A Division of GNFC Ltd platform, to purchase the stock, not delivered by supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in immediate next reverse e-auction by the lowest successful bidder from SD and outstanding payable to suppliers.
  - iii. Suppliers will be blacklisted.
  - iv. Security Deposit of the supplier will be forfeited as per terms & conditions.

(9) The Security Deposit (SD) will be discharged by the Corporation and returned to the Supplier on due performance of the contract for the contract period after 15 days following the date of last delivery of the contract after deducting Rs. One lac for quality assurance. Rs. 1 lac will be released after one month of last delivery, after adjusting the final accounts, after submission of the indemnity bond by the bidder on the stamp paper in a format given by the Corporation and completion of the respective accounts with the bidder.

#### **6. RIGHTS OF GSCSC:-**

- a. The Gujarat State Civil Supplies Corporation Ltd. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.
- b. GSCSCL reserves the right, if price found reasonable, then additional quantity can be ordered to L-1 Bidder(s).

#### **7. TRANSIT RISK:-**

The supplier is bound to send the goods of prescribed specification at the prescribed purchase center at his own risk and cost. The transportation cost and the transits risk are to be borne by supplier.

#### **8. QUALITY, DELIVERY SCHEDULE AND PACKING:-**

i) **Basis of Quality**

- Quality of White Sugar (S-30 Grade) in 50 Kg packing should be as per the quality specifications shown in **(Annexure-1)** and the prevalent rules and regulations of The Food Safety & Standard Act- 2006 (FSSA). The goods except prescribed quality if supplied by the supplier, then the said goods is to be taken back by the relevant supplier at their own expenses and the GSCSCL will not have any liability for its financial loss.
- The sugar produced from various sugar mills may be supplied. However in a single delivery lot/ batch of 200 MT, sugar must be from the same sugar mill / refinery. No mixing of sugar of various sugar mills is allowed in a single delivery lot.

ii) **Sampling Process:**

1. On arrival of goods, the Depot Manager of GSCSC, a representative authorized by GSCSC will verify the documents and unload the truck after confirming authenticity of the consignment and will direct to the representative of Food Research Laboratory of Forensic Science.
2. The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and sample can be drawn easily from upper, middle and lower part of the stack.
3. The representative of the FRL will carry out the sampling of the **batch/ lot size of 200 MT** at authorized purchase center i.e. at present **Madhi & Kim (Surat), Vadodara, Ahmedabad and Rajkot** by following IS-498-1985 method. A composite mixture of about 6 Kgs. to 7 Kg. will be drawn from the randomly selected bags of the lot and total 5 samples will be prepared from this mixture.
4. These five sealed samples will be given as follows:

FRL	– 2 samples
Reserved sample to supplier	– 1 sample
Reserved sample for GSCSCL	– 2 samples
5. Supplier shall provide 80 Nos. of empty gunny bags per batch at the time of sampling
6. The quality testing and certification of White Sugar (S -30 Grade) will be undertaken only by FRL (the empanelled Assayer as appointed by the GSCSCL).
7. Analysis Report given by Food Research Laboratory of Forensic Science will be considered to be final.
8. If the stock is not as per the specifications and of inferior quality, it will be rejected. For such rejected stock, rejection charge at Rs.7000/- per truck will be recovered from the supplier. In place of such rejected goods, supplier has to offer new batch/lot to the GSCSCL within the stipulated time period of sampling offer period as given in the Purchase Order.
9. After release of purchase order, tenderer will supply ordered qty. with required quality at the specified purchase center of the GSCSCL within stipulated time limit. Suppliers should give an assurance that if any complain is received from end users regarding quality, the same will have to be resolved as per the decision of GSCSC.
10. If the corporation suomoto or on receipt of the complaint about poor quality,



the corporation reserves right to do resampling of the commodity already accepted by the corporation..

11. "Notwithstanding anything contained, corporation at any point of time has the absolute authority to draw a sample, either suo motu or on complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized person of supplier. However if the result of such sample report turned out vastly different than the earlier reports, the corporation reserves the right to blacklist the supplier, all persons connected with it, authorized representative and persons concerned with such authorized representative after giving them an opportunity of being heard."
12. If the result of FRL(Forensic Science Lab) shows variation in result, the supplier will have to replace the stock within 7 working days from the date of intimation to the supplier or within the days as may be decided by the corporation and the corporation has right to levy penalty. Corporation will levy penalty @ 5% on the value of replaced goods. However the corporation has absolute right to increase the rate of penalty. GSCSCL can levy penalty on replaced as well as distributed stock from the respective lot if any from godowns also.

iii) **Details of Packing**

- Supplier should provide the White Sugar (S -30 Grade) as per the rules and regulations of quality in net 50 Kilogram net weight packing of Jute or PP.
- Sugar should be delivered in 50 Kgs net wt. basis in new A-Twill Jute Bags/PP bags, as the case may be. The tare weight of the empty 50 kg Jute bag shall be considered 650 grams per bag. The tare weight of the empty 50 kg PP bag shall be considered 160 grams per bag.

In a single delivery lot, uniformity as to weight & packaging material has to be maintained. Jute & PP bags of 50 Kg bags cannot be delivered in a single delivery lot.

- In case of bidder other than manufacturer, name and address of bidder who has supplied/marketed White Sugar (S -30 Grade) to GSCSCL should also be printed on the bag. In such case also, bidder has to follow packaging order act or any other act applicable.
- A Post card size tag / label of cloth using 28" size font, in maroon color and in Gujarati should also be attached to the bag on every 50 Kg bag. It should be visible and not to be torn out.

- ગુજરાત સરકાર

- અન્ન, નાગરીક પરવઠા અને ગ્રા. બા. વિભાગ
  - જાહેર વિતરણ વ્યવસ્થા માટેની ખાંડ
- ફક્ત બી.પી.એલ. અને અંત્યોદય કાર્ડધારકો માટે
  - સપ્લાયરનું નામ અને સરનામું-
  - સપ્લાય ઓર્ડરની તારીખ-

- As per the format given by the GSCSCL, supplier has to stitch/paste **bar code sticker** on each bag supplied by them.
- If the packing of White Sugar (S-30 Grade) stock is not as per the requirement and any defect is found in the necessary printed work etc. as per Packaged Commodity Act and other rules applicable, then the legal proceedings will be initiated against the relevant supplier and all that stock has to be taken back by the supplier at his own costs and risks and the GSCSCL will also recover the penalty.
- As per the legal provisions or as per the instructions given by GSCSCL, if any details are required to be printed then it should be added and printed.
- Each bag should be machine stitched and should not be opened and toned while transportation of stock to the Ex-GSCSCL Godowns throughout Gujarat. There should not be any other marking other than supplier's logo and other detail as mentioned in this Contract note.

iv) **Details of offer for sampling of stocks:**

In the event of supply order being placed with the bidder or contract being signed with the winner, the bidder shall deliver the order quantity as per the sampling offer schedule given in the purchase order/contract. Bidder is expected to offer the stock before 5.00 PM during working days. The bidder is required to deliver the quantity as per the following detail:

- (a.a) The order quantity of White Sugar (S-30 Grade) as per the quality and packing specifications should be delivered by the bidder in following two Phases/ Parts.
- a.a.1. Order quantity should be offered for sampling of stocks in first **10 working days** as mentioned in the Purchase Order.
  - a.a.2. This period of **10 working days** will be known as offer sampling period of the respective phase/part for the ordered quantity, as specified in the Purchase Order.
- b) After the completion of offer sampling period as mentioned in the order, the goods will be accepted at the discretion of GSCSCL, for maximum period of 7 working days with penalty of 0.1 % of purchase price per day for the quantity supplied during extended period. No further extension will be allowed in any circumstance. During the extension of 7 working days, if the supplier will not complete the delivery, he will be declared as defaulter and his security deposit will be forfeited by the GSCSCL. Payment for supplied material will be released after deducting differential rate for quantity not supplied & any other relevant losses incurred by the corporation during the process, which will be purchased by next e- auction.
- (c) After issuing the purchase order by the GSCSCL, supplier providing the stock Ex-GSCSCL godown at the prescribed godowns and from acceptance of the stock by the GSCSCL up to it's distribution from the relevant Godown centers to the relevant scheme, if the quality of the goods not found as per the prevalent provision of prescribed quality specification of The Food Safety & Standard Act, 2006 (FSSA) at any time then in that circumstances, on intimation to the relevant supplier, the goods needs to be replaced within 7 working days. Moreover on each batch/lot, penalty will be recovered at the rate of 5 % of purchase price of this stock.

9. **PAYMENTS:**

- (1) After successful completion of delivery of order quantity in batch size of 200 MT by the supplier and submission of bill along with analysis report and goods receipt issued by authorized representative of GSCSCL for Ex-factory/ plant/ warehouse/ storage location of White Sugar (S-30 Grade) suppliers. The payment of each batch may be made by GSCSCL within 7 (Seven) working days from the date of submission of bill to GSCSCL Gandhinagar, directly to the Suppliers Registered account number. Invoices which are defective or inaccurate with regards to calculations, quantities or not supported with the required documents will not be considered for payment.
- (2) However, if it is found that offer for sampling of stock is not made within time limit then payment for earlier submitted bills may be postponed or may not be made at the discretion of GSCSCL.

10. **PENALTY:-**

The supplier will supply order quantity of prescribed quality of goods at designated purchase center. However, in case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and

1. To cancel the order for the quantity not supplied by the supplier and take an initiative, through (n)Code Solutions A Division of GNFC Ltd , to purchase the stock, not delivered by supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in next e-auction by the lowest successful bidder from SD and outstanding payable to suppliers and Supplier will be blacklisted.
2. In case of stock getting rejected, the supplier shall make efforts to replace the stock within 3 working days from the date of quality analysis report of FRL. GSCSCL shall issue a show-cause notice to the supplier asking for explanation for rejection of stock. In case the supplier fails to replace the stock, the contract of the supplier shall be cancelled and SD shall be forfeited. Whenever any lot is rejected, Rs.7000/- per truck shall be recovered for quality analysis report and Rs.50/- per MT as a penalty by GSCSCL.
3. In case during a contract, if 3 lots of the suppliers are rejected, the supplier shall be de-barred from participation in further contracts and even be black-listed from GSCSCL auctions.
4. In case of urgent requirement, the GSCSC reserves the right to grant extension of time with or without penalty subject to condition that supply would be completed during such extended period. Failure to supply the goods during such extended period will amounts to violation of terms and conditions of the contract and will result in termination of contract leading application of penal provisions against such supplier as mentioned in (1) (2) and (3) above.
5. If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands cancelled between supplier and GSCSC. In such cases GSCSC will purchase entire quantity by e- auction.
6. The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.
7. If the supplier fails to supply more than 50% of the ordered quantity, within stipulated delivery schedule, he will be declared as defaulter and

the security deposit of the supplier will be forfeited. The corporation will also recover differential amount on quantity not supplied by the supplier and the corporation purchases the same quantity from alternative sources.

8. If the supplier fails to supply less than 50% of the ordered quantity within stipulated delivery schedule, the **proportionate** security deposit of the supplier will be forfeited. The corporation will also recover differential amount on quantity not supplied by the supplier and the corporation purchases the same quantity from alternative sources.

11. **FORCE MAJEURE:**

- (1) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Gujarat State Government's policy, any restriction imposed by State/ Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the Seller/Buyer from the performance of the contract, shall be extended for as long as these circumstances prevail. In the event of these circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.
- (2) A certificate issued by the respective Chamber of Commerce will be sufficient proof of the existence and time (gross) duration of such circumstances.

12. **CANCELLATION OF AGREEMENT:-**

- (1) The supplier, if breaches any condition or clause of the agreement, the GSCSCL is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such end of the agreement.
- (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 GSCSCL 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 GSCSCL.

13. **DISPUTE:-**

If any dispute or difference of opinion arises in the agreement, then only the supplier himself or his authorized agent/representative will represent the same before GSCSC ). & (n)Code Solutions A Division of GNFC Ltd. The decision of the Managing Director of the Gujarat State Civil Supplies Corporation Ltd. will be considered as final decision and it will be bound to the parties of agreement.

14. **JURISDICTION:-**

For any dispute arises between the parties i.e. between the GSCSC and (n)Code Solutions A Division of GNFC Ltd , between GSCSC and Supplier or between Supplier and (n)Code Solutions A Division of GNFC Ltd then Gandhinagar (Gujarat) will be the only jurisdiction.

**15. INTIMATION TO THE SUCCESSFUL BIDDER:-**

- (1) The lowest bidder of online bidding will be declared as successful bidder by GSCSC within 15 (Fifteen) working days to (n)Code Solutions A Division of GNFC Ltd
- (2) The confirmation will be sent by (n)Code Solutions A Division of GNFC Ltd through mail to supplier's registered email ID.
- (3) The goods shall be delivered by suppliers within stipulated delivery schedule mentioned in purchase order given by GSCSC.

**16. DOCUMENTS CONSTITUTING CONTRACT:**

The following documents shall constitute the contract between the Seller and Buyer.

- (1) The Invitation of Bids.
  - (2) The terms and conditions of the bidding.
  - (3) Bid of the Successful bidder.
  - (4) Letter/Email confirmation/acceptance issued by the GSCSCL to the successful bidder along with any amendment issued prior to signing of contract.
17. Any changes required regarding location/delivery spot etc. may be intimated to **(n)Code Solutions A Division of GNFC Ltd / GSCSCL** at least Two Days prior to the date of Reverse e-Auction by participants. Change will be allowed only in special circumstances. Corporation reserved right to give sanction/not to give sanction for the change made by participants in reverse e-Auction.

## **ANNEXURE-1**

### **Quality Specifications Of White Sugar (S -30 Grade)**

White Sugar (S -30 Grade) means the Crystallized product obtained from sugar cane. It shall be free from dirt, filth, iron fillings and added coloring matter. Sugar is free from heavy metals and pesticides. It should be dry & free flowing. It should be free from any smell. The product may contain food additives permitted as per The Food Safety & Standard Act, 2006 (FSSA).

<b>Sr. No.</b>	<b>Particulars/Parameter</b>	<b>GSCSCL SPECIFICATION</b>	<b>Method of Test</b>
1	Moisture % by weight (Max.)	0.08	IS: 15279-2003
2	Sucrose % by weight (Mini.)	99.0	IS: 15279-2003
3	Extraneous Matter % by weight (Max.)	0.05	D.G.H.S Manual
4	Color in ICUMSA Units, (Max.) , by GS 2/3-10	150	IS: 15279-2003
5	SO <sub>2</sub> ppm (Max.)	70	IS: 15279-2003
6	Reducing Sugar % by mass (Max.)	0.08	IS: 15279-2003
7	Sieve Test		
	% Retained by mass, (Min.) (IS-600 microns Sieve.)	90	IS: 1607 – 1977
	% Retained by mass, (Min.) (IS-300 microns Sieve.)	95	IS: 1607 – 1977

## **Annexure 2**

### **(Packing Details)**

- a) Packing will be done in 50 Kg. new A twill Jute bags (empty bag weight 650 grams) or new PP Bags (empty bag weight 160 grams)
- b) Manufacturing month, batch number, crop season like year 2016-17/2017-18 and manufacturing unit name and address should be printed on it
- c) All details as per the Legal Metrology Act, 2009, Packaging Act and Food Safety & Standard Act, s6 (FSSA) should be printed on the bag.
- d) **In case of bidder other than manufacturer, name and address of bidder who has supplied/ marketed White Sugar (S -30 Grade) to GSCSCL should also be printed on the bag. In such case also bidder has to follow packaging order act, or any other act applicable.**

### **Details of printing are as follows:-**

#### **(Packed for Gujarat State Civil Supply Corporation Ltd., Gandhinagar)**

Production Month and Year  
Batch Number

Net weight                      50 Kilogram.

Name and address of manufacturer & manufacturing unit

: \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_  
: \_\_\_\_\_ Pin Code Number.

And/or Name and address of supplier/marketer as the case may be.

Moreover, the following should be printed/paste on Post card size tag / label of cloth using 28" size font, in maroon color and in Gujarati. It should be machine stitched/paste on each and every 50 Kg. bag. It should be visible and not to be torned out.

- ગુજરાત સરકાર
- અન્ન, નાગરીક પરવઠા અને ગ્રા. બા. વિભાગ
- જાહેર વિતરણ વ્યવસ્થા માટેની ખાંડ
- ફક્ત બી.પી.એલ. અને અંત્યોદય કાર્ડધારકો માટે
- સપ્લાયરનું નામ અને સરનામું-
- સપ્લાય ઓર્ડરની તારીખ-

Note: - Should be stored in dry and moisture-less place.

## **ANNEXURE-3**

### **FORMAT OF SELF CERTIFICATE**

**(On non-Judicial stamp of Rs.100/- with Notarize)**

To,  
Gujarat State Civil Supplies Corporation Ltd.,  
'CH' Road, Nr. Vidhansabha, Sector 10/A,  
Gandhinagar -382043.

Sub: **Certificate.**

We declare that we have not been deregistered or debarred or blacklisted or suspended for any product or constituent of the product we have quoted, by any State Government/Central Government/Government undertakings/Local Authority till the due date of submission of bid as specified in the IFB. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part, shall be considered a fraudulent practice in accordance with Clause mentioned under Instructions to Bidders (IFB) and the GSCSCL shall be entitled to reject our Bid and or rescind the contract, if awarded and forfeit the Earnest Money Deposit/Performance Security Deposit submitted by us against this IFB.

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

Date: \_\_\_\_\_ (Signature) \_\_\_\_\_

Place: \_\_\_\_\_ (Print Name) \_\_\_\_\_

(Designation)

\_\_\_\_\_

**(Common Seal)**

\_\_\_\_\_



## ANNAXURE-4

(On non-Judicial stamp of Rs.100/- with Notarize)

### AGREEMENT FOR PURCHASE OF WHITE SUGAR

This agreement is made at \_\_\_\_\_ on \_\_\_\_\_ 2018 between **THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED**, a Government Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sector 10/A, Near Sachivalaya, Gandhinagar 382010 (Here in after referred to as "GSCSCL") which expression shall unless the context otherwise requires includes its administrators assignees) on one part and \_\_\_\_\_ (Herein after referred to as "Supplier" which expression shall unless the context arise require, include its administrators, successors and assignees) on the other part.

WHEREAS the GSCSCL vide Tender Notification **dated**....., has invited bids through reverse e-Auction by (n)Code Solutions for purchase of ..... Qtl. of White sugar at the Rates (As per shown in table given below) (Inclusive of Excise, VAT and other all taxes, if any) Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers for the requirement of ..... Qtls. for PDS in the State of Gujarat for the.....month/s for the year 2017-18.

**The terms and conditions mentioned in the tender documents as under:**

#### NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

**1 & 2.** Quantity, Price for the purchase of White Sugar:

The supplier shall sell, deliver and offer for sampling of sugar stock to the GSCSCL at following rate and quantity as per order given by the GSCSCL.

Delivery place	Quantity to be supplied (in MT.)	Price per Qtl. (Rs.)	Delivery Period	Working Day	Packing 50 Kg. bag
Ahmedabad					
Vadodara					
Surat (Madhi & Kim)					
Rajkot					

The aforesaid price is inclusive of all expenses for delivery of the goods. The supplier shall deliver the aforesaid quantity of the Sugar strictly in accordance with above schedule.

**3. Sampling offer of Sugar:**

(b.a) The order quantity of White Sugar (S-30 Grade) as per the quality and packing specifications should be delivered by the bidder in following two Phases/ Parts.

b.a.1. Order quantity should be offered for sampling of stocks in first **10 working days** as mentioned in the Purchase Order.

b.a.2. This period of **10 working days** will be known as offer sampling period of the respective phase/part for the ordered quantity, as specified in the Purchase Order.

(b.b) After the completion of offer sampling period as mentioned in the

order, the goods will be accepted at the discretion of GSCSCL, for maximum period of 7 working days with penalty of 0.1 % of purchase price per day for the quantity supplied during extended period. No further extension will be allowed in any circumstance. During the extension of 7 working days, if the supplier will not complete the delivery, he will be declared as defaulter and his security deposit will be forfeited by the GSCSCL. Payment for supplied material will be released after deducting differential rate for quantity not supplied & any other relevant losses incurred by the corporation during the process, which will be purchased by next e- auction.

- (c) After issuing the purchase order by the GSCSCL, supplier providing the stock Ex-GSCSC godown at the prescribed godowns and from acceptance of the stock by the GSCSCL up to it's distribution from the relevant Godown centers to the relevant scheme, if the quality of the goods not found as per the prevalent provision of prescribed quality specification of The Food Safety & Standard Act, 2006 (FSSA) at any time then in that circumstances, on intimation to the relevant supplier, the goods needs to be replaced within 7 working days. Moreover on each batch/lot, penalty will be recovered at the rate of 5 % of purchase price of this stock.

#### **4. Details of Packing**

- a) Supplier should provide the White Sugar as per the rules and regulations of quantity in net 50 Kilogram net weight packing of Jute or PP.
- b) Sugar should be delivered in 50 Kg. net basis in new A Twill Jute Bags/ PP bags, as the case may be. The tare weight of the empty 50 kg Jute bag shall be considered 650 grams per bag. The tare weight of the empty 50 kg PP bag shall be considered 160 grams per bag.
- c) In a single delivery lot, uniformity as to weight & packaging material has to be maintained. Jute & PP bags of 50Kg bags cannot be delivered in a single delivery lot.
- d) If the packing of White Sugar stock is not as per the requirement and any defect is found in the necessary printed work etc. as per Packaged Commodity Act and other rules applicable, then the legal proceedings will be initiated against the relevant supplier and all that stock has to be taken back by the supplier at his own costs and risks and the GSCSCL will also recover the penalty.
- e) As per the legal provisions, if any details are required to be printed then it should be added and printed.
- e.f) Each bag should be machine stitched and should not be opened and toned while transportation of stock to the Ex-GSCSCL godowns throughout Gujarat. There should not be any other marking other than supplier's logo and other detail as mentioned in the tender documents.
- g) Moreover, the following should be printed on Post card size tag / label of cloth using 28" size font, in maroon color and in Gujarati. It should be machine stitched on each and every 50 Kg. bag. It should be visible and not to be torn out.

- ગુજરાત સરકાર
- અન્ન, નાગરીક પરવહા અને ગ્રા. બા. વિભાગ
  - જાહેર વિતરણ વ્યવસ્થા માટેની ખાંડ
- ફક્ત બી.પી.એલ. અને અંત્યોદય કાર્ડધારકો માટે
  - સપ્લાયરનું નામ અને સરનામું-
  - સપ્લાય ઓર્ડરની તારીખ-

H) As per the format given by the GSCSCL, supplier has to stitch/paste bar code sticker on each bag supplied by them.

5. **Quality:**

- a) Quality of White Sugar in 50 Kg packing should be as per the quality specifications shown in (**Annexure-1**) and the prevalent rules and regulations of The Food Safety & Standard Act- 2006 (FSSA). The goods except prescribed quality if supplied by the supplier, then the said goods is to be taken back by the relevant supplier at their own expenses and the GSCSCL will not have any liability for its financial loss.
- b) The sugar produced from various sugar mills may be supplied. However in a single delivery lot/ batch of 200 MT, sugar must be from the same sugar mill/ refinery. No mixing of sugar of various sugar mills is allowed in a single delivery lot.

6.0 **Sampling Process:**

1. On arrival of goods, the Depot Manager of GSCSC, a representative authorized by GSCSC will verify the documents and unload the truck after confirming authenticity of the consignment and will direct to the representative of Food Research Laboratory of Forensic Science.
2. The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and sample can be drawn easily from upper, middle and lower part of the stack.
3. The representative of the FRL will carry out the sampling of the **batch/ lot size of 200 MT** at authorized purchase center i.e. at present **Madhi & Kim (Surat), Vadodara, Ahmedabad and Rajkot** by following IS-498-1985 method. A composite mixture of about 6 Kgs. to 7 Kg. will be drawn from the randomly selected bags of the lot and total 5 samples will be prepared from this mixture.
4. These five sealed samples will be given as follows:  
FRL – 2 samples

- Reserved sample to supplier – 1 sample  
Reserved sample for GSCSCL – 2 samples
5. Supplier shall provide 80 Nos. of empty gunny bags per batch at the time of sampling
  6. The quality testing and certification of White Sugar (S -30 Grade) will be undertaken only by FRL (the empanelled Assayer as appointed by the GSCSCL).
  7. Analysis Report given by Food Research Laboratory of Forensic Science will be considered to be final.
  8. If the stock is not as per the specifications and of inferior quality, it will be rejected. For such rejected stock, rejection charge at Rs.7000/- per truck will be recovered from the supplier. In place of such rejected goods, supplier has to offer new batch/lot to the GSCSCL within the stipulated time period of sampling offer period as given in the Purchase Order.
  9. After release of purchase order, tenderer will supply ordered qty. with required quality at the specified purchase center of the GSCSCL within stipulated time limit. Suppliers should give an assurance that if any complain is received from end users regarding quality, the same will have to be resolved as per the decision of GSCSC.
  10. If the corporation suomoto or on receipt of the complaint about poor quality, the corporation reserves right to do resampling of the commodity already accepted by the corporation..
  11. “Notwithstanding anything contained, corporation at any point of time has the absolute authority to draw a sample, either suomoto or on complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized person of supplier. However if the result of such sample report turned out vastly different than the earlier reports, the corporation reserves the right to blacklist the supplier, all persons connected with it, authorized representative and persons concerned with such authorized representative after giving them an opportunity of beingheard.”
  12. If the result of FRL(Forensic Science Lab) shows variation in result, the supplier will have to replace the stock within 7 working days from the date of intimation to the supplier or within the days as may be decided by the corporation and the corporation has right to levy penalty. Corporation will levy penalty @ 5% on the value of replaced goods. However the corporation has absolute right to increase the rate of penalty. GSCSCL can levy penalty on replaced as well as distributed stock from the respective lot if any from godowns also.

#### **7.0Payment:**

After successful completion of delivery of order quantity in batch size of 200 MT by the supplier and submission of bill along with analysis report and goods receipt issued by authorized representative of GSCSCL in case of Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers Generally payment of each batch may be made by GSCSCL within 7(Seven) working days from the date of submission of bill to GSCSCL Gandhinagar. GSCSCL will make payment to supplier through National Electronic Fund Transfer to

the respective Bank Account of the supplier Invoices which are defective or inaccurate with regards to calculations, quantities or not supported with the required documents will not be considered for payment.

However, if it is found that delivery of stock or offer for sampling of stock is not made within time limit then payment for earlier submitted bills may be postponed or may not be made at the discretion of GSCSCL.

#### 8.0 **Liquidated Damages:**

In case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSC reserve the right,

- (i) To cancel the order for the quantity not supplied by the supplier and
- (ii) Take an initiative, through ,(n)Code Solutions A Division of GNFC Ltd to purchase the stock, not delivered by supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in immediate next e-auction by the lowest successful bidder.
- (iii) Supplier will be blacklisted
- (iv) In case of urgent requirement, the GSCSC reserves the right to grant extension of time with or without penalty subject to condition that supply would be completed during such extended period. Failure to supply the goods during such extended period will amounts to violation of terms and conditions of the contract and will result in termination of contract leading application of penal provisions against such supplier as mentioned in (1) and (2) above.
- (v) If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands cancelled between supplier and GSCSC. In such cases GSCSC will purchase entire quantity by e-auction.
- (vi) The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.
- (vii) In case, if the supplier fails to supply more than 50% of the ordered quantity within stipulated delivery schedule, the entire security deposit of the supplier will be forfeited. In addition to the above the corporation will also recover differential amount on quantity not supplied by the supplier and the corporation purchases the same quantity from alternative sources.

In case, if supplier fails to supply less than 50% of the ordered quantity within stipulated delivery schedule, the proportionate security deposit of the supplier will be forfeited.

#### 9. **Security Deposit:**

- a) For due performance of this contract, security deposit of Rs. at the rate of 5% of the tender value is applicable. The Security Deposit will be released on satisfactory performance of the contract and after approval by the GSCSCL.
- The security deposit will be discharged by the Corporation and returned to the Supplier on due performance of the contract for the contract period after 15 days following the date of last delivery of the contract after deducting Rs. 1 lac for quality assurance. Rs.1 lac will be released after one month of last delivery after adjusting the final accounts after submission of the indemnity bond by the bidder on the stamp paper in a

format given by the Corporation and completion of the respective accounts with the bidder.

**10. CANCELLATION OF AGREEMENT:-**

- (1) The supplier, if breaches any condition or clause of the agreement the GSCSCL) is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such end of the agreement.
- (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 GSCSCL 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 GSCSCL.

**11. Dispute:**

In the event of any dispute or difference arising out of the contract, the decision of the Managing Director of the GSCSCL shall be final and binding on both the parties to the contract.

**12.1 Jurisdiction:**

In respect of any dispute arises to legal proceeding between the GSCSCL and supplier, the court having jurisdiction at Gandhinagar (Gujarat) shall alone have the jurisdiction.

- 13.0 Conditions which are not included in this agreement but which are included in the tender documents will also be applicable to the contract.

IN WITNESS WHEREOF this agreement is signed and delivered on the \_\_\_\_\_ day of \_\_\_\_\_ mentioned herein above.

Date:     /     /2018  
Place:\_\_\_\_\_

SIGNATURE & SEAL  
TENDERER'S NAME

Witness: 1. \_\_\_\_\_

2. \_\_\_\_\_