



THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.

(GOVERNMENT OF GUJARAT UNDERTAKING)
SECTOR-10-A, 'CH' ROAD, NEAR SACHIALAYA, GANDHINAGAR-382043
CIN:U69510GJ1980SGC003957 web:www.gscscl.gujarat.gov.in
email: manageredoil@gmail.com
Tele: 079-23221037-38, 23247683 Fax: 079-23247764, 23222707

Tender Notice No.
GSCSC/405/MDCeII/R.C.O/(N)CODE SOLUTIONS/e-auction/2018-19/MDM/JULY-
18
Dt. 31-05-2018

REQUEST FOR PROPOSAL

Empanelment of Suppliers for supply of
Refined Cottonseed Oil under Various welfare schemes
Of Government of Gujarat under (n)Code Solutions .

e-Auction Date 31-05-2018
For 66597 RCO 15 Kg tins for MDM.

INDEX

Sr.No.	PARTICULARS	PAGE No.
1	Notification	3
2	Introduction	4
3	Invitation for Bid	6
4	Evaluation of application for registration	7
5	Registration fees	7
6	Online bidding session details	8-10
7	Terms & Conditions(Section-2)	11-20
8	Packing (Annexure-1)	21
9	Refined Cottonseed oil (15 kg new tins)quality specifications(Annexure-2)	22
10	Sampling Procedure (Annexure-3)	23-24
10	Self-declaration(Annexure-4)	25
11	Transportation Calculation(Annexure-5)	26
12	Agreement(Annexure-6)	27-30



THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.

(Government of Gujarat UT)

Sector-10-A, 'CH' Road, Near New Sachivalaya, Gandhinagar-382043

CIN:U69510GJ1980SGC003957 web:www.gscscl.gujarat.gov.in

email: manageredoil@gmail.com

Telephone No.079-23221037-38, 23247683, Fax: 079-23222707/23247864

NOTIFICATION

Enrollment of suppliers & e-Auction for supply of Refined Cotton Seed Oil (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 GSCSCL 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://gscscl-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 For any other clarification, kindly contact GSCSCL Manager (Commerce) at above address and email: manageredoil@gmail.com. Details of e-auction are as under:

Sr. No	Purchase Region	Ahmedabad	Vadodara	Rajkot	Surat	Date of e-Auction
1	Refined cotton seed oil 15Kg Tin	20243	19726	18748	7880	31/05/2018

Date: 24-05-2018

General Manager
GSCSCL, Gandhinagar

Empanelment of Suppliers for supply of Refined Cottonseed oil under Mid-Day-Meal Scheme and Integrated Child Development Scheme and other welfare schemes of Government of Gujarat under (n)Code Solutions 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 of Refined Cottonseed oil under Mid-Day-Meal Scheme and Integrated Child Development Scheme of Government of Gujarat under (n)Code Solutions mode.

The GSCSC shall follow e-auction mode and has entrusted the same to (n)Code Solutions (A Division of GNFC Ltd.), for conducting electronic auction system for procurement of Refined Cottonseed oil under Mid-Day-Meal Scheme and under Integrated Child Development Scheme from registered suppliers.

The GSCSC has invited applications from proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing and Processing unit or any other legal entity for enrolment as registered suppliers for supply of Refined Cottonseed oil under Mid-Day-Meal Scheme and Integrated Child Development Scheme for any other Govt. scheme/purpose.

1. SCOPE OF WORK:-

The GSCSC being the appointed agency for procurement of Refined Cottonseed oil under Mid-Day-Meal Scheme and Integrated Child Development Scheme proposes to procure for 2018-19 academic year from the registered suppliers through e-auction process.

The requirement of refined cottonseed oil under these scheme for academic year 2018-19 is approximately-as declared by GSCSC from time to time 15 kg new tins, the above quantity will have to be offered at Ex-factory/ plants/ warehouse/ storage location of Refined Cottonseed oil suppliers. Under the above scheme Refined Cottonseed oil will be procured from the registered suppliers as per the eligibility criteria mentioned in Section-2.

In order to facilitate Suppliers to participate in e-auction process, registration with (n)Code Solutions (A Division of GNFC Ltd.) is mandatory. The procedure for registration with (n)Code Solutions (A Division of GNFC Ltd.) is detailed on <https://gscsc-eauction.nprocure.com>

1.4. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in Annexure-2,. Such evaluation will be conducted by the third party quality assurance agency appointed by GSCSC. The sampling offer of the estimated quantity required, should be made at Ex-factory/ plant/ warehouse/ storage location, as per the quality specifications provided in the Annexure-2 of RCO 15 Kg tin and as per the sampling offer schedule as mentioned in the purchase order.

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 submission of bills as per the procedure stipulated in Terms & Conditions - Payment Sr. No. 10 through RTGS to the respective account of the suppliers by electronic fund transfer on the same day, if possible.

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 Refined Cottonseed oil packed in 15 kg new tins as per ISI Specification, through (n)Code Solutions (A Division of GNFC Ltd.) Platform, as per the terms and conditions prescribed herewith:-

Online Bidding will be conducted through (n)Code Solutions (A Division of GNFC Ltd.) link: <https://gscsc-eauction.nprocure.com> 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 e procurement mode of pulses. For registration form, interested parties may refer <https://gscsc-eauction.nprocure.com> 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 whatsoever, 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 Registration Team of (n)Code Solutions (A Division of GNFC Ltd.) on (079) 4000 7513/514/517, 1800-419-4632 or alternatively email: 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.) <https://gscsc-eauction.nprocure.com>

EVALUATION OF APPLICATION FOR REGISTRATION

1. The completed applications along with relevant documents and fee/ registration charges shall be submitted online only.

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.

2. 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 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 processed Refined Cottonseed oil for the academic year 2018-19. REGISTRATION WITH GSCSC AND (n)Code Solutions (A Division of GNFC Ltd.).

1. 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>.

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

ONLINE BIDDING SESSION DETAILS

- a. (n)Code Solutions Technologies Limited in consultation with GSCSC will schedule the bidding Schedule for authorized purchase center i.e. Ex-Factory /plants/ warehouse/ storage location in Gujarat and such details viz. bidding calendar will be published on the website <https://gscsc-eauction.nprocure.com>
- 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 (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>. 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.)
- f. **The reducing tick size shall be Rs.1 per 15 Kg Tin.**
- 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 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 Technologies Limited 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 3 (Three) minutes extension, the e-Auction shall then be declared as completed and the prevailing price shall be declared as L1.

Extension will be triggered only if a valid bid is received during last two minutes of closure of 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 e-Auction. During extension if any bid is not received then further extension will not be triggered and e-auction will be closed.

- 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 bidder's 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.

Auction Format:

Ex-factory/ plants/ warehouse/ storage location: This auction format includes quoting the rates for Ex-factory/ plant/ warehouse/ storage location of RCO 15 Kg tin for the supply of RCO 15 Kg tin as per the quality specifications and packing prescribed by GSCSC in this Contract note and should include all Govt. duties and taxes, transportation cost as per the format provided, expenses like loading expenses, packing articles (new tins as per the ISI specification 15 Kilograms) and packing charges etc.

After issuing the purchase order by the GSCSC, supplier providing the stock Ex-factory/ plants/ warehouse/ storage location and transported by approved/ authorized transport contractors of GSCSC at the prescribed godowns and from acceptance of the stock by the GSCSC up to its distribution from the relevant Godown centers to the relevant scheme, at any time the quality of the goods if not found as per the prevalent provision of prescribed quality specification of The Food Safety & Standard Act, 2006 (FSSA) 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 2 % of purchase price of this stock. Sampling procedure shall be the same as mentioned in Annexure - 3.

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. Bidders are requested to submit following details along with EMD receipt on Nprocure@ncode.in , Nprocure@ncode.in, Nprocure@ncode.in

1. Payment Amount, Date & Time
2. UTR Number / Details of the transaction along with payment receipt
3. Complete details of commodity / product with respective location for which EMD has paid.
4. PAN CARD
5. Address
6. Name of Company

Instructions to participate in e-Auction.

Login to website: <https://gscsc-eauction.nprocure.com>

Attach your Valid Digital Certificate

Click on Auction

Click on Search Auction

Click on "Click here to Bid"

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.

For Training purpose one Demo is created on website, for further clarification feel free to call us.

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.



THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.

(Government of Gujarat UT)

Sector-10-A, 'CH' Road, Near New Sachivalaya, Gandhinagar-382043

CIN:U69510GJ1980SGC003957 web:www.gscscl.gujarat.gov.in

email:managereoil@gmail.com

Telephone No.079-23221037-38, 23247683, Fax: 079-23222707 / 23247864

SECTION-2

Circular on (n)Code Solutions of refined cottonseed oil under Mid-Day-Meal Scheme,
Integrated Child Development Scheme and other welfare Schemes
of Government of Gujarat under (n)Code Solutions mode.

TERMS & CONDITIONS OF GSCSC FOR SUPPLY OF Refined Cottonseed oil

1. ELIGIBILITY CRITERIA FOR SUPPLIERS:-

- 1) A proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing and Processing unit or any other legal entity getting registered with and approved by Gujarat State Civil Supplies Corporation Ltd., Gandhinagar (hereinafter it will be called GSCSC) and National Commodities Derivatives Exchange–Bombay (hereinafter it will be called (n)Code Solutions (A Division of GNFC Ltd.)) is entitled to participate in the electronic platform of the exchange.
- 2) The required annual turnover of the bidder, in terms of value in rupees of the last financial year should not be less than 4 Crores rupees
- 3) The bidder will have to produce a copy of last Financial Year balance sheet and profit & loss Accounts duly certified by Chartered Accountant. It will be considered to determine the condition of annual turnover of the participant.
- 4) Copy of certificate of Registration under State/Central Sales Tax Department (VAT).
- 5) A Notarize self-declaration on Rs.100/- non-judicial stamp, stating that, Bidder has wide experience in this field and has good reputation in the market. And he is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period.
- 6) Photocopy of Food and safety act 2006 should be enclosed. If not received a photocopy of application thereof should be enclosed.
- 7) The participant has to produce the certified and legible copies as the case may be as follows.
 - (i) If the participant is a partnership firm then copy of partnership deed.
 - (ii) If it is co-operative society then it's copy of constitution.
 - (iii) If it is registered company then it's copy of memorandum and article of association.
 - iv) If Bidder is registered with micro, small and medium scale industries, than a certified copy of registration certificate.

2. PRICE:

- (1) Bidder will have to fill-up the rates in unit in Rs/15 kg new tins only.

For Ex- Factory/ Plant/ Warehouse/ Storage Location Delivery:

The rates should be offered for Ex-factory/ plant/ warehouse/ storage location of RCO 15 Kg tin and inclusive of transportation cost (as per the computation sheet provided) for the supply of RCO 15 Kg tins as per the quality specifications and packing prescribed by GSCSC in this contract note.

Please note that during Invoice generation, Transportation cost shall be deducted from the total price quoted by the winner in accordance to the total transportation cost provided to the bidder by the exchange prior to the auction.

The rates offered for Ex-factory/ plant/ warehouse/ storage location of RCO 15 Kg tin suppliers should include all Govt. duties and taxes, expenses like loading expenses, packing articles (new tins as per the ISI specification 15 Kilograms) and packing charges etc.

- (2) Bidder will have to quote the rates as per
- (i) The delivery schedule given by the GSCSC i.e Ex-GSCSC Ahmedabad/ Rajkot/ Surat/ Vadodara locations in Gujarat.
 - (iii) The quality specifications prescribed by the GSCSC for RCO.
 - (iv) The prescribed packing material and packing weight, etc.

Process of L-1 Discovery:

The price quotation done by registered suppliers for participation in the e-auction for RCO 15 Kg tin will be done as follows:

An excel sheet format shall be provided to all the registered participants of the exchange, that will help in discovering of final price for L-1.

Procedure:

1. The registered participant shall e-mail the location of his Factory/ Plant/ Warehouse/ Storage location along with his Factory name to the service provider on nprocure@ncode.in at-least 3 days prior to the auction date.
2. The transportation cost for all registered participant shall be provided to them one day prior to the auction date, provided they have given (n)Code Solutions (A Division of GNFC Ltd.), the location of their factory/ plant/ storage location/ warehouse at least 3 day prior to the date of auction.
3. During bidding the supplier shall decide the base price of material along with all other expenses as mentioned above in the pricing column. The transport cost thus provided by the exchange for all 4 zones shall be added to the base price offered by the bidder, to get the final price of RCO 15 Kg tin for each zone, which shall then be quoted during the respective auctions(zone wise)
4. The Final price (including Transportation cost) as obtained from the above addition shall be entered to the auction platform on the day of auction.
5. Based on the Final Prices entered to the auction platform, the supplier with the lowest price shall be declared as L-1.

3. PURCHASE QUANTITY:

The schedule of bidding for the purchase quantity will be conveyed by GSCSC on the website as per the requirement of the GSCSC for particular purchase center by auction schedule. Bidders are requested to visit website regularly to participate in e-auction process. The above quantity will have to be supplied for Ex-factory/ plant/ warehouse/ storage location of RCO 15 Kg tin suppliers as per the work order given to the supplier.

The Bidder can participate in any or all of the 4 zonal location viz. Ahmedabad/ Rajkot/ Surat/ Vadodara depending upon the EMD submitted by the Supplier in (n)Code Solutions (A Division of GNFC Ltd.) Account Details as mentioned in this document

It will be the right of GSCSC to consider L-1 on the basis of Ex-factory/ plant/ warehouse/ storage location for RCO 15 Kg tin suppliers on the bidding price, which shall also be inclusive of Transportation cost.

The schedule of bidding for the purchase quantity will be conveyed by (n)Code Solutions (A Division of GNFC Ltd.) on their website as per the estimated requirement of the GSCSC for Ex-factory/ plant/warehouse/ storage. Bidders are requested to visit website of (N)CODE SOLUTIONS to participate in e-auction process.

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, in following bank account as shown below.

Account Name: Online Mode only.

- (1) The participant may deposit amount of EMD through any of the modes from the following.
 - (i) Through RTGS transfer.
 - (ii) Direct deposit/fund transfer.

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.

- (2) The bidders shall be allowed by (n)Code Solutions (A Division of GNFC Ltd.) to bid only if the requisite amount of EMD is available in the Account of (n)Code Solutions

(A Division of GNFC Ltd.) The amount deposited as E.M.D/Margin Money would determine the bidding capacity (quantity and price) of the bidder.

- (3) EMD of the lowest bidder will be blocked by (n)Code Solutions (A Division of GNFC Ltd.)
- (4) EMD of the unsuccessful Bidder(s) including those, whose bid are not accepted due to non-fulfillment/not meeting the conditions attached to the bid, shall be returned on the withdrawal/refund request made by the bidder latest by one day from the day of close of bidding.
- (5) The successful bidder shall deposit additional 2 % of purchase value as security deposit within 3 (three) working day from the day of award of the bid with (n)Code Solutions (A Division of GNFC Ltd.) Thus the total amount which includes EMD and security deposit for the successful bidder shall stand to 5% (Five percent).
- (6) If the successful bidder fails to offer the entire ordered quantity as per the prescribed quality at designated Ex- factory/ plant/ warehouse/ storage location, his EMD (Margin Money) and Security Deposit shall stand forfeited and will be blacklisted.
- (7) 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 contract note, the GSCSC reserve the right,
 - I. To cancel the order for the quantity not supplied by the supplier and Security Deposit shall stand forfeited.
 - 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 amount 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 from SD and outstanding payable to suppliers and
 - III. Suppliers will be blacklisted.
 - IV. The amount of the EMD and Security Deposit (SD) of the successful bidder(s)/ supplier(s) will be returned by the service provider, subject to satisfactory performance of or execution of the contract and confirmation of the same by GSCSC.

(8) 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:-

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.

7. TRANSIT RISK:-

The supplier is bound to offer the goods at the prescribed Ex-factory/ plant/ warehouse/ storage location of RCO 15 Kg tin suppliers. The transportation of RCO 15 Kg tins will be carried out by approved/ authorized transport contractors of GSCSC from Ex-plant/ factory/warehouse/ storage location of RCO 15 Kg tin suppliers.

8. DELIVERY SCHEDULE AND PACKING:-

(I) Delivery Schedule

1. The lowest bidder will be declared as the successful bidder by GSCSC within 15 (Fifteen) working days starting from next day of the close of bidding.
2. The confirmation will be intimated through email, to successful bidder on registered e-mail ID with (N)CODE SOLUTIONS.
3. Order quantity should be delivered as follows.
 - (a) If the purchase quantity is less than 6680 No. of 15 kg new tins (Two batches of 3340 15 kg new tins), Delivery period will be 5 (five) working days.
 - (b) If the purchase quantity is more than two batches (6680 No. of 15 kg new tins), the delivery period will be as follows.
 1. Total quantity should be offered for sampling of stocks (in lot size of 3340 No. of 15 kg new tins) in 10 working days.

The supplier will be given the delivery schedule with exact dates with starting date and completion date and delivery days in the purchase order. After the completion of delivery schedule the goods will be accepted, at the discretion of GSCSC, for maximum period of 7 working days with penalty of 2 Rs per day/15 kg tins of purchase price 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 of goods, he will be declared as defaulter and his security deposit will be forfeited by the (n)Code Solutions (A Division of GNFC Ltd.) after deducting transaction fees. Payment for supplied material will be released after deducting differential rate for quantity not supplied, which will be purchased by next e-auction.

4. The Supplier has to deliver the goods in prescribed packing with net weight at purchase centers (Ex-GSCSC godown at Ahmedabad/ Vadodara/ Surat and Rajkot). The same can be reviewed periodically by GSCSC and (n)Code Solutions (A Division of GNFC Ltd.)
- 5 The stock of good will be unloaded from the vehicle of the supplier and stacking will be arranged in such a manner that, the samples can be obtained as per the standard random sampling procedure.

The analysis report should fulfill the quality criteria of required specification as prescribed by GSCSC at purchase godown, Ahmedabad/ Vadodara/ Surat and Rajkot. The testing report should fulfill the quality criteria for corporation to accept the goods otherwise the supplier will have to take back the delivered goods. Corporation will not be responsible for any rejected stock.

6. The representative of laboratory appointed by GSCSC, will take the samples for quality checking of the goods as per specifications prescribed by GSCSC at the unloading point and carry out due diligence of quality inspection.
7. Once the samples of the goods found as per the quality parameters, the goods will be accepted. If the goods are not found as per the prescribed level of quality parameters, the goods will be rejected and rejection charge will be recovered at Rs.5000/- per batch.

(II) **Packing:-**

1. The stock of refined cottonseed oil having Vitamin 'A' and 'D' are to be filled in new tins as per the ISI specification 15 Kilograms by the Supplier. The supplier has to give the necessary certificate batch wise for the 15 kg new tins with ISI specification.
2. The supplier who have been given the purchase order for supply of Refined Cottonseed Oil should supply Refined Cottonseed Oil with necessary their label as approved by GSCSC.
3. On the label of new tins of 15 kilogram of refined cottonseed oil the goods is pack the name of that scheme "the name of the relevant scheme" is to be printed as per Annexure – 1.
4. The refined cottonseed oil packed in new tins of 15 kilogram as per the rules and regulation of Food Safety Act etc. other laws are to be observed.
5. The normal time to accept the goods is 10.30 AM to 5.30 PM and effort will be made to carry out the sampling process on the same day if possible.
6. Whether the new empty tins offered by supplier are as per ISI specifications or not? It will be checked by a laboratory specified by GSCSC. As per this certificate, if new tin is not as per ISI specifications, the GSCSC will decide penalty and will

recover the amount from the supplier. After the payment of stock as per order, if this certificate is received, the recovery will be made from any dues or from amount of Security Deposit.

7. As per the format given by the GSCSC, supplier has to stitch/print bar code sticker on each tin supplied by them.

9. QUALITY:-

- (1) The supplier whose proposal is accepted by GSCSC has to supply the goods as per rules and regulations and quality specifications prescribed by GSCSC.
- (2) Quality specifications prescribed for Refined Cottonseed oil (15 kg new tins packing) Annexure - 2 are to be followed by the supplier strictly.
- (A) Sampling process for Refined cotton seed oil (15 kg new tins) are enclosed at Annexure - 3

10. PAYMENTS:

- (1) After submission of bills along with analysis report and goods receipt issued by authorized representative of GSCSC, as per the procedure stipulated in Terms & Conditions payment to supplier will be made by GSCSC within 7 (Seven) working days from the date of submission of bill to GSCSC through Electronic Fund Transfer.
- (2) For the late payment against goods delivered, GSCSC is not responsible.

11. PENALTY:-

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,

- (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 amount 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.

12. 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

13. CANCELLATION OF AGREEMENT:-

- (1) The supplier, if breaches any condition or clause of the agreement the GSCSC 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, due to accidental decision of State/ Central Government or any amendment and the proceedings of purchase

is stopped by the GSCSC then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against GSCSC.

14. 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 (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.

15. 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.), Gandhinagar (Gujarat) will be the only jurisdiction.

16. 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 starting from next day of the close of bidding 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 registered email ID of the exchange.
- (3) The goods will be delivered as per the delivery schedule given to suppliers in the purchase order issued by GSCSC.

17. 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 GSCSC to the successful bidder along with any amendment issued prior to signing of contract.

ANNEXURE-1

Printing matter on 15 Kg new tins

Refined Cottonseedoil

Net Weight:

Packing month : _____

Batch No.: _____

M.R.P : _____

Supplier name & address: _____

Supplier Code: _____ Bid No. _____

Name of purchase Center: _____

ONLY FOR (MID-DAY-MEAL / LC.D.S/OTHER) SCHEME OF GOVERNMENT GUJARAT

FORTIFIED WITH VITAMIN "A" and "D"

Warning: This oil is meant for scheme of government of Gujarat. It is a crime to sell or use this oil for other than government of Gujarat scheme.

Note : This printing matter on label of 15 kg new tins may be in gujarati language

ANNEXURE-2

Quality specifications for purchase of Refined Cottonseed oil (15 kg new tins)

Grade Designation: GSCSCL PURCHASE SPECIFICATIONS

QUALITY SPECIFICATIONS FOR REFINED COTTONSEED OIL OF GSCSCL LTD			
NO	QUALITY PARAMETERS	Quality Specifications for Refined Cottonseed oil of GSCSCL Ltd	Method of Test Ref. To
1	APPEARANCE	It shall be clear, free from Rancidity, suspended or other Foreign matters, Separated Water, Added Coloring or Flavoring substances or Mineral oils.	-
2	COLOUR (Units Max.), (As Y + 10R)	10 Units ' in 1/4 "Lovibond cell)	IS : 548 (Part I) - 1964
3	REFRACTIVE INDEX (At 40' C)	1.4630 to 1.4660	IS : 548 (Part I) - 1964
4	MOISTURE (% Max.)	0.08	IS : 548 (Part I) - 1964
5	FREE FATTY ACIDS (F.F.A.) (% Max.)	0.05	IS : 548 (Part I) - 1964
6	PEROXIDE VALUE' milli eq / Kg) (Max.)	2.5	IS : 548 (Part I) - 1964
7	IODINE VALUE	98 to 112	IS : 548 (Part I) - 1964
8	SAPONIFICATION VALUE	190 to 198	IS : 548 (Part I) - 1964
9	UN SAPONIFIABLE MATTER (% Max.)	0.9	IS : 548 (Part I) - 1964
10	HOLDE TEST for Mineral Oils.	Negative	IS : 548 (Part II) - 1976
11	CASTOR OIL TEST	Negative	IS : 548 (Part II) - 1976
12	BAUDOIN TEST	Negative	IS : 548 (Part II) - 1976
13	ARGEMONE TEST	Negative	IS : 548 (Part II) - 1976
14	HCN ACID TEST	Negative	IS : 548 (Part II) - 1976
15	B.T.T. TEST (' C)	19.0 to 21.0	IS : 548 (Part II) - 1976
16	SPECIFIC GRAVITY (At 30' / 30' C)	0.910 to 0.920	IS : 548 (Part I) - 1964
17	Test for presence of vitamin A & D	Positive	Ring Test
18	Trycresyl phosphet test	Negative	IS: 548(Part II/Scc-22) - 1993
	Remarks: It should also conform as per FSSA Act		

ANNEXURE –3

PART – I

Details of the Quality and Specification of REFINED COTTONSEED OIL

The supplier has to offer the lot of refined cottonseed oil fortified with vitamin A and D in 15 kg new packed tins. The tins must be as per ISI norms. The Representative sample of the cottonseed oil should be drawn from the offered lot. In primary observation if it seen satisfactory in color, appearance and in smell then the samples are to be sent to the main laboratory, Gandhinagar or GSCSCL's approved laboratory for analysis. If the offered lot is not found as per the specified quality specification/or inferior quality the same must be rejected. The tenderer should not put any claim about rejected quantity.

The supplier should provide batch of 3340 No. of 15 kgs new pack tins of refined cottonseed oil. The batch No. should be given chronically. If the offered batch size is less than 3340 No. pack tins then the sample is taken accordingly. The batch wise sample should be taken. The batch No. should be mention on the bill. Also provide a batch wise "Form of the warranty "in prescribed FORM VI-A separately. New tins must be as per ISI norms and batch wise certificate of the same should be given with each bill.

(A) Sampling Procedure of Refined Cottonseed Oil

Fortification of Vitamin A and D in refined cottonseed oil must be carried out in presence of representative of GSCSCL.

10(Ten) % packed tins should be randomly selected from the batch of 3340 tins for sampling. Weighment of all these tins should be noted. The gross weight of a packed tin should be between 15.910 kg and 15.960 kg.

For taking homogeneous representative sample from this randomly selected tins, The entire tin should be shaken up and down thoroughly and then open the Newman cap. Take about 60 to 70 gm of oil from middle – upper – lower level of each selected tin. And collect this oil in clean, dry vessel. At least 20 kg of the oil is collected for sample and mix thoroughly. And take three representative samples each of approximately 250 to 350 gml in clean, dry glass bottles. Before taking the samples all this three bottles are to be rinse with the same oil. Sample slip with all necessary details should be stick / attached with sample bottle. The sample bottles should be sealed with GSCSC / Third party surveyor's seal using wax (lakh). And make required working note (rojkam).

(B) Sampling Procedure of 15 kg empty tins

The empty tins which are to be used for filling the refined cottonseed oil must be new one and as per ISI specification randomly select 334 tins from the lot of 3340 empty tins and test the weighment. The minimum and maximum weight of an empty tin should be between 0.910 and 0.960 kg only.

One or two empty tins are to be selected from the tins used in the batch randomly. These randomly select one or two tins from all these tins may be sent to Nigam's prescribed laboratory for quality verification.

If the quality report of empty tin is not found as per ISI norms the procedure carried out as per tender document item No. 11(7).

(C) Procedure of analysis of refined cottonseed oil

The analysis of the refined cottonseed oil should be carried out as per the method of test shown against the quality specification stated in the tender document part – II. The offered quantity of refined cottonseed oil is fortified with vitamin A and D is to be checked by the method prescribed by government.

The lot not found as per GSCSCL's prescribed norms the same should be rejected and not accepted. The tendered should not have a right for to claim for this rejected stock.

(D) The hexane test will also be carried out for minimum 1 (one) batch during the purchase order of refined cottonseed oil in new 15 kg tins.

PART – II

THE DETAILS MENTIONED ON 15 KG AS PER ISI PACKED NEW TINS OF
REFINED COTONSEED OIL

The printing of the label on 15 kg packed tin should be of as per **Food and safety act 2006** and as per the Notification declared by Health and Family Welfare Department of Central Government.

In addition to that the name of the related scheme should be clearly read on the label. As prescribed by GSCSCL.

In addition mention the fortification details of Vitamin A and D with its proportion on label. In one gram of edible oil the Vitamin A is 25 IU and Vitamin D is 2 IU is to be mentioned on label.

ANNEXURE-4

FORMAT OF SELF CERTIFICATE
(On non-Judicial stamp of Rs.100/- with Notarize)

To,
(Name of the Corporation)

Sub: Certificate.

Ref: IFB No. _____ due on _____.

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 Corporation 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 nonresponsive.

Date: _____ (Signature) _____

Place: _____ (Print Name)

(Designation)

(Common Seal)

Annexure-5

Transportation Calculation

- 1) Average slab wise transportation rate of respective Districts-Zone to be considered for L1 calculation for Zone Headquarters (Ahmedabad, Vadodara, Surat and Rajkot) for food grain and other commodity transportation approved for the year 2018-19

Dist_Name	Slab wise average Rates Rs. per MT/ KM.						
	0-010	0-025	0-050	0-100	0-200	0-350	Above 350
Ahmedabad Reg. Ave.Rate	26.12	11.77	8.18	4.96	4.15	3.74	3.83
Vadodra Reg. Ave.Rate	46.38	13.51	6.99	4.65	4.01	3.85	3.81
Surat Reg. 'Ave.Rate	26.43	14.72	7.31	5.30	4.27	4.26	4.55
Rajkot Reg. Ave.Rate	48.80	18.06	10.70	5.21	4.07	3.83	3.78

ANNEXURE-6

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

AGREEMENT FOR PURCHASE OF REFINED COTTONSEED OIL (15 kg new tins)

This agreement is made at _____ on _____ 2012-13 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 (Hereinafter referred to as "GSCSC") which expression shall unless the context otherwise requires includes its administrators assignees) on one part and _____, (Hereinafter referred to as "Supplier" which expression shall unless the context otherwise require, include its administrators, successors and assignees) on the other part.

WHEREAS the GSCSC vide Tender Notice _____, dated _____ has invited tenders for purchase of about _____ of Refined Cottonseed oil (15 kg new tins) for the requirement of (MDM/ ICDS & other Scheme) Scheme for the year 2018-19

AND WHEREAS the GSCSC has accepted the offer made by the supplier dated _____ for the sale and supply for Refined Cottonseed oil of _____ (15 kg new tins) at the rate offered by the supplier and accepted by the Corporation during the price discovered by e auction through (n)Code Solutions (A Division of GNFC Ltd.) on the terms and conditions mentioned in the tender documents as under:

i) NOW THIS AGREEMENT WITNESSTH AS FOLLOWS

1 & 2 Quantity, Price and Time Schedule for the supply of Refined Cotton seed oil (15 new tins)

The supplier shall supply to the corporation at following rate, quantity and time schedule as per order No. _____, dated _____

Name of Region	Delivery place	Quantity to be supplied (in 15 kg new tins)	Price per 15 kg new tins. (Rs.)	Delivery Period	Working day

The GSCSC shall, however, have right to alter the aforesaid time schedule, delivery of Refined cottonseed oil will be accepted after the expiry of original schedule with the penalty of Rs.2/- of the price per day/ per 15 kg new tins. Maximum period of extension will be 7 (Seven) working days from the last date of original schedule.

2. Delivery of Refined cottonseed oil:

The supplier shall deliver the goods at the godown of the GSCSC. Trucks/ Vehicles will have to be brought to the destination from 10:30 AM to 17:30 PM Hours. (Excluding the holidays)

3. Transit Risk:

The supplier shall dispatch the goods at its own risk. The supplier shall deliver the goods as per the delivery scheduled given to supplier in the purchase order.

4. Packing:

1. The supplier shall supply in 15 kg new tins as per ISI specifications for Refined Cottonseed oil in packing as mentioned in clause 2 of this agreement with printing as prescribed in Annexure-2 of tender document.
2. As per the format given by the GSCSC, supplier has to stitch/print bar code sticker on each tin supplied by them.

5. Quality:

The supplier shall supply refined cottonseed oil conforming to the quality specifications which were prescribed in Annexure-2 of the tender document and in addition to above specifications consignment should be as per purchase order dated_____.

The quality of goods brought for delivery at the godown of the GSCSC at above Godown centre shall be inspected and weighted by the authorized representatives of the GSCSC third party inspection agency appointed by GSCSC at the time of taking delivery. The Refined cottonseed oil will be accepted only if confirms the net weight and prescribed quality specifications as per the terms and condition No.9 of the tender. The goods which do not confirm to the net weight and quality specifications and found of inferior quality shall be rejected and the supplier shall have no right whatsoever to claim any amount against the Corporation in respect of such goods of rejected quality.

In case of rejection of quantity analysis charges will be deducted from the dues @ Rs. 5000 (Rupees Five thousand only) per batch. If the quality of quantity supplied found to be inferior as compared to analysis report during the unloading of truck in the godown, the same will be returned to the supplier and a new fresh stock should be offered by the supplier.

6. Payment:

GSCSC shall make Payment for the quantities of respective Refined cottonseed oil within 7 (Seven) working days of the invoices submitted by the supplier at the Head Office of the GSCSC at Gandhinagar along with the documentary proof of delivery of goods at the godowns of the Corporation and certificate of authorized representative third party inspection agency appointed by GSCSC as regards quality and quantity of the goods accepted at godown to (n)Code Solutions (A Division of GNFC Ltd.) and (n)Code Solutions (A Division of GNFC Ltd.) will make payment to supplier through Electronic Fund transfer on the same day, if possible. Invoices which are defective or inaccurate as regards calculations, quantities or not supported with the required documents will not be considered for payment.

7. 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) Suppliers 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 (i) and (ii)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, insurance whatsoever, consequent upon such cancellation of the contract.

8. Security Deposit:

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 GSCSC.

On satisfactory performance of the contract, 90 % of the security deposit will be released after taking Indemnity Bond in the proforma prescribed by the Corporation. Balance 10 % of the amount of Security Deposit shall be released after receiving empty tins report from GSCSC specified laboratory.

If the Corporation does not require to purchase /or purchase less quantity as per the order quantity because of the change in the State/Central Govt. decision for the implementation of the sachem, the supplier will neither be entitled to claim any damages for cancellation of the contract nor shall be initiate legal procedure in the Court of law.

9. Termination of Contract:

GSCSC shall be entitled to terminate the contract, if the supplier fails to fulfill any of the terms and conditions of the contract or commits breach of any of the terms and conditions of contract. Such termination of contract will be without prejudice to the right of the Corporation to claim and recover damages from the supplying for committing breach of contract.

10. Dispute:

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

11. Jurisdiction:

In respect of any dispute giving rise to legal proceeding between the parties the court having jurisdiction at Gandhinagar shall alone have the jurisdiction.

12 Conditions which are not included in this agreement but which are included in the tender document and further future correspondence, 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

SIGNATURE & SEAL

Place: _____.

TENDERER'S NAME,

Witness:

1.

2.