



**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)

Tel: 079-23221037-38, 23220341 Fax: 079-23220341, 23222707

Tender Notice No. GSCSC/251/TOC/RI Salt/E-Procure. Tech. Ltd /Reverse e-Auction/2017-18-19

**Date: 24/05/2018**

**REQUEST FOR PROPOSAL**

**Empanelment of Suppliers for supply of  
Refined Iodized Edible Salt for various Schemes Of  
Government of Gujarat under  
Reverse E-Auction mode**

**e-auction Date 29/05/2018 for 20000 MT  
Refined Iodized Edible Salt**

## INDEX

<b>Sr. No.</b>	<b>PARTICULARS</b>	<b>PAGE</b>
<b>1</b>	<b>Notification</b>	<b>3</b>
<b>2</b>	<b>Introduction</b>	<b>4 - 5</b>
<b>3</b>	<b>Invitation for Bid</b>	<b>6</b>
<b>4</b>	<b>Evaluation of application for registration</b>	<b>7</b>
<b>5</b>	<b>Registration process</b>	<b>8</b>
<b>6</b>	<b>Online bidding session details</b>	<b>9-10</b>
<b>7</b>	<b>Other Important Information</b>	<b>11</b>
<b>8</b>	<b>Terms &amp; Conditions (Section-2)</b>	<b>13-21</b>
<b>9</b>	<b>Quality Specifications of Refined Iodized Edible Salt (Annexure-1 )</b>	<b>22-23</b>
<b>10</b>	<b>Packing Details (Annexure – 2)</b>	<b>24-26</b>
<b>11</b>	<b>Format Self Certificate (Annexure – 3)</b>	<b>27</b>
<b>12</b>	<b>GSCSC Enrolment form (Annexure – 4)</b>	<b>28-29</b>
<b>13</b>	<b>Estimated Monthly Requirement (Annexure – 6(I &amp; II)</b>	<b>30</b>
<b>14</b>	<b>Purchase Agreement (Annexure – 7)</b>	<b>31-34</b>



**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 e-Procurement Technologies Limited (abcProcure).**

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 e-Procurement Technologies Limited (abcProcure), can apply for registration with e-Procurement Technologies Limited (abcProcure). Application format can be obtained from website <https://gscsc.abcprocure.com>. The duly filled application should be submitted to the e-Procurement Technologies Limited (abcProcure), B.-704-705, Wall Street-II, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad-380006. Mobile No.: **9328657215 / 9374519816**, email: [pradip@abcprocure.com/](mailto:pradip@abcprocure.com) [rahul@abcprocure.com](mailto:rahul@abcprocure.com). All interested Participants / Parties are requested to procure Class – II / III Digital Signature Certificate to participate / login on e-Auction portal. If in case of any query regarding Digital Signature Certificate, kindly contact on 079-40016848 / 079-40016811. Email ID: [info@abcprocure.com](mailto:info@abcprocure.com). For any other clarification, kindly contact GSCSC Manager (Commerce) at above address and email: [mangeredoil@gmail.com](mailto:mangeredoil@gmail.com). Details of reverse e-auction are as under:

Sr. No.	Commodity	Purchase Center				Date of e-auction
		Ahmedabad	Vadodara	Rajkot	Surat	
1	Refined Iodized Salt (MT)	5150	5200	5150	4500	29/05/2018

**Date: 24/05/2018**

**General Manager  
GSCSC, Gandhinagar**

**Empanelment of Suppliers for supply of Refined Iodized Edible Salt 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 Refined Iodized Salt under various Government Schemes like ITDP,PDS, I.C.D.S and Other Govt. Scheme of Government of Gujarat under e-Procurement mode.

The GSCSC shall follow e-Procurement mode and has entrusted the same to E-Procurement Technologies Limited Ltd., for conducting electronic auction system for procurement of Refined Iodized Salt under various Government Schemes like ITDP,PDS,I.C.D.S and Other Govt. 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 Iodized Salt under various Government Schemes like ITDP, PDS, and I.C.D.S. and other Govt. schemes/purposes.

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

- 1.1. The GSCSC being the appointed agency for procurement of Refined Iodized Salt under various Government Schemes proposes to procure for 2018-19 Financial year from the registered suppliers through reverse e-Auction process.
- 1.2. The requirement of Refined Iodized Salt under this schemes for 2018-19 financial year is approximately 3000-3500 Metric Tonnes per month, which has to be supplied for Ex-G.S.C.S.C godowns situated at taluka places of respective regions. The tentative requirement of Iodized salt can be close to approx. 20000 Metric Tonnes for 6 months.
- 1.3. Under the above scheme, Refined Iodized Salt will be procured from the registered suppliers as per the eligibility criteria mentioned in Section-2.
- 1.4. In order to facilitate Suppliers to participate in reverse e-Auction process, registration with e-Procurement Technologies Limited is mandatory.
- 1.5. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in Annexure-1 and 2. Such evaluation will be conducted by Food Research Lab. (FRL), the third party quality assurance agency appointed by GSCSC.
- 1.6. 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 supply in parts of the ordered quantity and submission of bills as per the procedure stipulated in Terms & Conditions -Payment Clause No.10 through RTGS to the respective account of the suppliers by electronic fund transfer.

## **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 iodized salt, registered on E-Procurement Technologies Limited Platform, as per the terms and conditions prescribed herewith:-
- Online Bidding is conducted through e-Procurement Technologies Limited (abcProcure) Platform/Exchange URL link: <https://gscsc.abcprocure.com> which is made available by E-Procurement Technologies Limited.
- Registered Suppliers with E-Procurement Technologies Limited and approved by GSCSC are eligible for participating in the reverse e-auction of Refined Iodized 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 E-Procurement Technologies Limited and closely monitored by GSCSC. GSCSC will not be responsible, in any way, if the bidders have not completed the registration process with e-Procurement Technologies Limited (abcProcure) and approved by GSCSC. Bidders may contact Customer Service Group of e-Procurement Technologies Limited on 932865721/ 9374519816 or alternatively **email:** [pradip@abcprocure.com/](mailto:pradip@abcprocure.com)  
[rahul@abcprocure.com](mailto:rahul@abcprocure.com)
- GSCSC and e-Procurement Technologies Limited 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 e-Procurement Technologies Limited Platform/Exchange Platform <https://gscsc.abcprocure.com>
- e-Procurement Technologies Limited shall charge transaction charges of **0.1% of the trade value** inclusive of applicable service tax or any other tax as transaction fees from the successful suppliers. The amount will be deducted while settling the payment to the suppliers.

## **EVALUATION OF APPLICATION FOR REGISTRATION**

1. The completed applications along with relevant documents and fee/registration charges shall be submitted at the following address.

The Applications will also be scrutinized for enrolment and upon acceptance of their application for enrollment would be eligible to participate in subsequent e auctions.

The applications may be sent to below address:

**Mr. Himalay Vaishnav / Mr. Paresh Deshmukh  
e-Procurement Technologies Limited  
B-704/705, Wall Street – II,  
Nr. Gujarat College,  
Ellis bridge, Ahmedabad – 380006, Gujarat (INDIA)  
Phone # (079) 40016 848 / 811**

2. The GSCSC and E-Procurement Technologies Limited representative will scrutinize the applications and relevant documents submitted along with the application. The applicants will be informed within a week from the last date of submission of application regarding acceptance / rejection of their application. The selected applicants will be enrolled as registered suppliers of Refined iodized salt for the Financial year 2018-19 and will be issued with registration number/used ID and password.

## **REGISTRATION WITH GSCSC AND E-Procurement Technologies Ltd.**

1. The application for registration can be filled from the website <https://gscsc.abcprocure.com>. A detailed procedure for completion of registration is mentioned on <https://gscsc.abcprocure.com>.

Requests for forwarding applications through post/couriers is accepted.

The interested applicants may also visit website <https://gscsc.abcprocure.com> for any relevant information regarding enrolment as participant on e-Procurement Technologies Limited (abcProcure). Interested participants can also contact the Customer Service Group on below phone numbers 93286 57215, 93745 19816.



## **ONLINE BIDDING SESSION DETAILS**

- a. e-Procurement Technologies Limited 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.abcprocure.com>
- 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.abcprocure.com> . 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 E-Procurement Technologies Limited and GSCSC periodically.
- c. The bidders shall place their bids online on E-Procurement Technologies Limited Platform <https://gscsc.abcprocure.com>. The online auction system made available by E-Procurement Technologies Limited 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 E-Procurement Technologies Limited 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 e-Procurement 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 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.abcprocure.com> Auction Documents can be downloaded from  
<https://gscsc.abcprocure.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 [Dharam@eptl.in](mailto:Dharam@eptl.in) , [Pradip@abcProcure.com](mailto:Pradip@abcProcure.com), [Rahul@abcProcure.com](mailto:Rahul@abcProcure.com)

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.abcprocure.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: Internet Explorer 9.0 & above (32-bit Browser only)
4. System Access with Administrator Rights
5. Digital Certificate: To participate in an e-Auction, you need to have a Class-II/III Digital

Signature Certificate (DSC) of bids issued by any of the valid Certifying Authorities (approved by Controller of Certifying Authorities) in India. Valid Digital Signature Certificate (DSC) must be installed in a computer system from where you want to access the website.

6. Please add website into Trusted Zone (Mandatory). (i.e. Open Internet Explorer -> Go to Tools Menu -> Internet Options -> Security -> Trusted Sites -> Sites ->Add the URL

7. For Digital Certificate verification, please contact DC Registration Team on +91-(79)- 400168 11/48 and Mobile No. +91-9099090830 or send mail on [info@abcprocure.com](mailto:info@abcprocure.com), [himalay@abcprocure.com](mailto:himalay@abcprocure.com)

**EMD to be submitted to following Account:**

All bidders are requested to deposit EMD in following account via RTGS OR DD OR IMPS only. (NEFT shall must be avoided)

*Account Name: e-Procurement Technologies Limited*

*Bank: ICICI Bank*

*Branch: JMC House, Opp. Parimal Garden, Ahmedabad – 380006*

*Account Type: Current Account*

*Account Number: 002405012757*

*IFSC Code: ICIC0000024*

*Swift Code: ICICINBBCTS*

*MICR Code: 380229002*

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**

**Telephone No.079-23221037-38, 23220341, Fax: 079-23222707**

---

## **SECTION-2**

**Circular on procurement of Refined Iodized Edible Salt for various schemes  
of Government of Gujarat under Reverse e-Procurement mode.**

### **TERMS & CONDITIONS OF GSCSC FOR SUPPLY OF REFINED IODIZED EDIBLE SALT.**

- 1. ELIGIBILITY CRITERIA FOR SUPPLIERS:-**
  - A.** For providing Refined Iodized Edible Salt, the producer/manufacturer those who have already been registered with Salt Commissioner of Salt Department of the Central Government and having license of Bureau of Indian Standard and carrying out production of Refined Iodized Salt.
  - B.** The producers of Refined Iodized edible Salt who are having capacity of packing in pouch of 1 Kg and having production of not less than 50 thousand MT per annum.
  - C.** The producer should be a person on proprietor basis, having firm, partnership firm, company or co-operative society registered under the Act doing the production of Refined Iodized edible Salt
  - D.** A certified copy of Production license of company, BIS License, VAT Number, etc. needs to be submitted at the time of registration.

## **2. PRICE:**

- (1) Bidder will have to bid in unit of Metric method i.e. in MT only.
- (2) The rates offered for the respective region includes all Govt. duties and taxes, expenses like transportation, transits loss, insurance, packing articles (LDPE/HDPE bags etc.) and packing charges etc. to deliver the goods F.O.R. Ex-GSCSC Taluka Godowns of respective region of Gujarat.
- (3) Bidder will have to quote the rates as per
  - (i) The delivery schedule given by the GSCSC at GSCSC Taluka Godowns of respective region of Gujarat.
  - (ii) The quality specifications prescribed by the GSCSC for Refined Iodized edible Salt
  - (iii) The prescribed packing material and packing weight as per the norms etc.

## **3. PURCHASE QUANTITY:**

1. The schedule of bidding for the purchase quantity will be conveyed by GSCSC on the website as per the estimated requirement quantity of 3000 MT-3500MT per month for Ex-GSCSC Taluka Godowns throughout the Gujarat by e-auction. Bidders are required to supply the estimated required quantity within a month. Similarly the every month above prescribed quantity will have to be supplied and the task is to be performed for the 6 months from the date of agreement and as per the terms & conditions of this tender. Bidders are requested to visit website to participate in e-auction process.
2. E-Procurement Technologies Limited will upload a separate circular on its website or intimate the registered participants via email or telecom for the auction to be conducted along with the required quantity of estimated requirement of 3000-3500 MT per month from the date of agreement and as per terms & conditions of this tender & all other relevant details, 2 (Two) days prior to e-auction.

## **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 for approximate quantity of 2000 MT shall be deposited by the participant member with E-Procurement Technologies Limited as EMD/Margin Money before placing bid, on the clearing bank as shown below.

## **EMD to be submitted to following Account:**

All bidders are requested to deposit EMD in following account via RTGS OR DD OR IMPS only. (NEFT shall must be avoided)

*Account Name: e-Procurement Technologies Limited*

*Bank: ICICI Bank*

*Branch: JMC House, Opp. Parimal Garden, Ahmedabad – 380006*

*Account Type: Current Account*

*Account Number: 002405012757*

*IFSC Code: ICIC0000024*

*Swift Code: ICICINBBCTS*

*MICR Code: 380229002*

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 participant may deposit amount of EMD through any of the modes from the following.
  - (i) Through RTGS/NEFT transfer.
  - (ii) Direct deposit/fund transfer.
  - (iii) E-Procurement Technologies Limited will ensure deposit of EMD/Margin Money of each Bidder before starting of e-auction.
- (3) The bidders shall be allowed by E-Procurement Technologies Limited to bid only if the requisite amount of EMD is available in the Account of E-Procurement Technologies Limited. 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 by E-Procurement Technologies Limited.
- (5) 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 by E-Procurement Technologies Limited on the withdrawal request made by the bidder latest by one day from the day of close of bidding.
- (6) The successful bidder shall deposit additional 2% of purchase value for approximate quantity of 2000 MT as security deposit within 3 (Three) working days from the day of award of the bid with e-Procurement Technologies Limited. Thus the total amount which includes EMD and security deposit for

the successful bidder shall stand to 5% (Five percent) for approximate quantity of 2000 MT.

- (7) If the successful bidder fails to supply the entire ordered quantity as per the prescribed quality per month for year at designated EX-GSCSC Taluka Godowns, 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 reserves 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 e-Procurement Technologies Limited (abcProcure) 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.

**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 send the goods at the prescribed center i.e. F.O.R. GSCSC Taluka Godowns of respective region of Gujarat 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:-**

**Basis of Quality**

- (a) Quality of Refined Iodized edible salt in 1 Kg packing should be as per the prevalent rules and regulations of "Food and Safety act, 2006" and should be as per the regulations shown in (Annexure 1-QUALITY SPECIFICATION FOR REFINED IODIZED SALT). 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 corporation will not have any liability for its financial loss.



- (b) On preparing one batch / lot of Minimum 250 MT and in multiples thereafter by the producer of refined iodized edible salt, supplier needs to intimate to Corporation to send quality person for sampling. After obtaining the sample by FRL, the third party agency in the prescribed form by the corporation and after doing analysis the report will be given on that basis along with the copy of report at the godown of the corporation and then goods will be dispatched. If the analyzing report is not found as per prescribed quality specifications then administrative / rejection charges at the rate of Rs.7000/- (In Words Rupees Three Thousand Only) per batch will be recovered. Supplier in place of such rejected goods has to offer the new batch / lot number goods to the corporation. In the case of rejection of the goods offered as the new goods / new batch goods, the supplier will have no rights or any powers. If it deems necessary then for the rejected goods, the corporation reserves his right to initiate legal proceedings for the matter of violation of terms & conditions of tender or agreement.

## **9. Details of Packing**

- a) Supplier should provide the Refined Iodized Edible Salt as per the rules and regulations of quality in net 1 Kilogram weight packing as shown in schedule-B, B1, B2 and B3. It has to be packed in minimum 60 Micron / 220 to 230 gauge POLY PACK FOOD GRADE L.D.P.E film materials and 20 packets of such 1 Kilogram Refined Iodized Edible Salt should be packed in new 20 K.G. H.D.P.E. WOVEN SACK BAG and it should be done machine stitching and should be made separate systematically and such 1 Kilogram packets are packed in 20 Kilogram packing should be sent to every godowns, as per the requirements of the GSCSC.
- b) If the Refined Iodized Edible Salt stock provided is not as per the norms or any defect is found in the necessary printing work etc. as per rule, then the legal proceedings will be initiated against the relevant supplier and all that stocks has to be taken back by the supplier at his own cost and risk and the corporation will reserves the right to recover the penalty.
- c) The material of pouch packing of 1 kilogram and the details written on it as per annexure-2 and the details to be printed on 20 Kilogram bag of H.D.P.E. as per schedule-A and B as shown in annexure-2.
- d) As per the legal provisions and the Packaging Act, if any details are required to be printed on pouch packing of 1 Kilogram, except this , then it should be added and as per the instructions given by corporation.

- e) The printing work on pouch should be done in two to three colors and its design should be approved from corporation.
- f) The Packaging material is liable to change in terms of printing, which shall be communicated to the L-1 after the auction confirmation.

#### **Details of delivery / dispatch**

- a) The sampling of the goods will be done at the salt factory premises of the supplier in lots of 250 MT or in multiple of 250 MT's .The quality agency (FRL) will be appointed by GSCSC and the representative of the agency will carried out the analysis of goods as per the prescribed norms.
- b) As per the delivery / dispatch list shown in the purchase order given by the corporation, the stock should be delivered in time limit, and in case of failure , penalty at the rate of **Rs.2 per day per quintal on balance of un-supplied quantity for maximum period of 7 (seven) days(including holidays)**, should be recovered legally from any other dues payable.
- c) After giving the purchase order by the corporation to the supplier, supplier providing the stock at the prescribed taluka godown of corporation in the order shown and from acceptance of the stock by the corporation up to it's distribution from the relevant Taluka 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/ The Food Safety & Standards Act – 2006(FSSA)/ P.F.A. Act then in that circumstances on intimation to the relevant supplier, the goods needs to be replaced within 7 days (**including holidays**) . Moreover on each batch / lot penalty will be recovered at the rate of 2 percent of purchase price of this stock.

#### **Delivery Schedule**

1. The lowest bidder will be declared as the successful bidder by GSCSC within 15(Fifteen) working days from the close of bidding.
2. The confirmation will be intimated through email, to successful bidder on registered e-mail ID by the e-Procurement Technologies Limited .
3. Order quantity should be delivered as mentioned in the supply order. After the completion of delivery schedule as mentioned in the order the goods will be accepted, at the discretion of GSCSC, for maximum period of 7 days (**including holidays**) with penalty of **Rs.2/ Quintal on balance of undelivered quantity during extended period**. No further extension will be allowed in any circumstance. During the extension of 7 days(**including holidays**), 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 e-Procurement Technologies Limited and will be transferred to GSCSC after deducting the e-Procurement Technologies Limited 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 prescribed center of GSCSC i.e. GSCSC taluka godowns of respective region of Gujarat.

#### **10. PAYMENTS:**

- (1) After successful completion of delivery of order quantity supplied in parts by supplier and submission of bills along with analysis report and goods receipt issued by taluka godowns authorised representative of GSCSC, payment to E-Procurement Technologies Limited will be made by GSCSC within 7(seven) working days from the date of submission of bill to GSCSC. e-Procurement Technologies Limited will make payment to supplier through Electronic Fund Transfer to the respective Bank Account of the supplier on the same day, if possible.
- (2) For the late payment against goods delivered, GSCSC will not be 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 reserves the right, to cancel the order for the quantity not supplied by the supplier and take an initiative, through E-Procurement Technologies Limited platform, 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 Suppliers will be blacklisted.

In case of urgent requirements, 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.

- (1) If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands canceled between supplier and GSCSC. In such cases GSCSC will purchase entire quantity by e-auction.
- (2) The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

#### **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 of the existence and time (gross) duration of such circumstances.

**Important Note: The GSCSCL reserves the right to award the additional quantity to the L1 bidders at mutual agreed terms, if price found reasonable.**

**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 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 GSCSC 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 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 e-Procurement Technologies Limited. 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 e-Procurement Technologies Limited, between GSCSC and Supplier or

between Supplier and e-Procurement Technologies Limited, 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 working days to E-ProcurementTechnologies Limited.
- (2) The confirmation will be sent by E-Procurement Technologies Limited through mail, to registered email ID of the exchange.
- (3) The goods will be delivered as per the instructions/delivery schedule given in the supply order 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 GSCSCL to the successful bidder along with any amendment issued prior to signing of contract.

## **ANNEXURE-1**

### **Quality Specifications Of Refined Iodized Salt.**

Refined Iodized Salt is solar/rock salt from which soluble and insoluble impurities are reduced by employing mechanical washing, centrifuging and iodizing, drying, sieving, coating with permitted anticaking agents as prescribed under the PFA Rules, 1995 and The Food Safety & Standards Act–2006 (FSSA). It should be free from visible contamination with clay, grit or other extraneous adulterants or impurities.

#### **Requirements for Refined Iodized Salt**

Sr. No.	Characteristic	Requirements for Refined Iodized Salt	Method of Test Ref. to IS7224:2006
i	Moisture, % by mass, Max	0.5	Annexure-A
ii	Water insoluble matter % by mass, on dry basis, Max	1.0	Annexure-C
iii	Chloride content (as NaCl), % by mass, on dry basis Min.	98.5	Annexure-D
iv	Matter soluble in water other than sodium chloride, % by mass, on dry basis, Max	1.0	Annexure-E
v	Calcium (as Ca), % by mass, on dry basis max.	0.15	Annexure-F
vi	Magnesium (as mg.), % by mass, on dry basis, Max.	0.10	Annexure-F
vii	Sulphate (as SO <sub>4</sub> ), % by mass, Max.	0.60	Annexure-G
viii	Iodine content, ppm, Min. Manufacturer's Level	30	Annexure-H
	Distribution channel including retail level	15	Annexure-H
ix	Alkalinity (as Na <sub>2</sub> CO <sub>3</sub> ), % by mass, Max.	0.15	Annexure-j

For Refined Iodized Salt, minimum 95 percent of the material shall pass through 1 mm IS sieve and not more than 10 percent by mass shall through 150 micron IS sieve.

#### **General characteristics for Refined Iodized Salt**

1. The material may contain anticaking agents as permitted under the PFA Rules, 1955 and The Food Safety & Standards Act – 2006 (FSSA) subject to a maximum 2 percent by mass, either singly or in combination. Further, when calcium, potassium or sodium ferrocyanide are used as crystal modifiers and anticaking agents, their quantity should not exceed 10 mg/kg, on dry basis, either singly or in combination expressed as ferrocyanide when tested by the method prescribed in Annex . B of IS 7224:2006.

2. The use of the Standard Mark is governed by the provisions of the Bureau of Indian Standards Act, 1986 and the Rules and Regulations made there under. The details of conditions under which the license for the use of the Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

3. Representative samples of the material for testing its conformity to this standard shall be drawn according to the method prescribed in Annex. N of IS 7224:2006.

4. Packing material shall be packed in food grade plastics.

5. The packages shall be legibly and clearly marked with the following particulars;

**i)** Name and type of product; **ii)** Name and address of the manufacturer; **iii)** Batch or Code number; **iv)** Iodizing agent used; **v)** Iodine content when packed; **vi)** Date of manufacturing (month and year); **vii)** Best before date; **viii)** Net mass; **ix)** Instructions for storage 'Store in a cool and dry place'; and **x)** Any other details required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977 and Prevention of Food Adulteration Rules, 1955 and The Food Safety & Standards Act – 2006 ( FSSA).

**THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.  
SECTOR 10-A, CH ROAD, GANDHINAGAR.**

**Annexure 2 (Packing Details)**

**For doing distribution of Refined Iodized Salt under public distribution system (PDS) including Integrated Tribble Development Scheme. (ITDP)**

- α) Packing will be done in minimum 220 to 230 gauges L.D.P.E. films, 60 microns Polypouch in Food Grade Packing.
- β) The colour of Polypouch film should be kept Transparent.
- χ) As shown in (a) and (b) above, details of packing on the Polypouch of 1 Kg. net weight. The Refined Iodized Salt salt stock should be packed in arranged manner in 20 Kg. net secondary packing (HDPE Woven sack bag ) and during the transportation it should not get opened and torned while delivery of stock to the respective godowns of corporation.2
- δ) Two to three colour printing should be done on packing material of 1 kg Polypouch.
- ε) Packing date, batch number, maximum retail price amount and best before date or any other requirements or implementation of packaging Acts if need be shown on 1 Kg packing material. Moreover if possible then how much calorie is also to be shown on packing.
- φ) 'REFINED IODISED SALT 'wording should be printed in English and Gujarati language.

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

**B.2. DETAILS OF PRINTING OF FRONT PART OF POUCH**

**Gujarat Government**

For Distribution to the specified Card Holders at subsidized rates under Public Distribution System of Food, Civil Supplies & Consumer Affaires Department

**And**

For Distribution to the specified beneficiaries under Integrated Child Development Scheme (ICDS) at Free of Cost sponsored by National Rural Health Mission.

Refined Iodized Edible Salt

Sign of laughing sun. To add and different logos as given by GSCSC.

Net weight 1 Kilo Gram.

Name and address of producer and packer.

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

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

Details to be printed on 1 Kg. packing. (One side of packing):



**B.2. DETAILS OF PRINTING OF BACK PART OF POUCH**

**REFINED IODIZED EDIBLE SALT**

(Iodine is providing necessary nutrition. Due to insufficiency of Iodine in food, Goiter, Unpregnancy, Birth of dead child, retarded child or deaf - dumb children borne or handicap body such disease may occur. On taking iodine in less quantum the mind power of child get decrease Up till now, the salt which is used is the same salt but as it is Refined Iodized Salt it is more pure and good.) (This should be printed in Gujarati as provided by GSCSC)

**Refined Iodized Edible Salt**

**Percentage of Iodine:-**

At the time of filling minimum - 30 P.P.M.

At the time of usage minimum - 15.P.P.M.

Iodizing agent taken in use - potassium iodide and permitted anticaking agent's name should be shown

Nutrition Information should be include.

Net weight 1 Kilo Gram.

To be stored far away from sun light, and in dry and without moisture place.

Month of packing

Batch Number:

Maximum Retail Price (Including All Taxes)

For B.P.L., A.A.Y. & I.T.D.P. Card Holders Price Rs. 1.00

For Integrated Child Development Scheme Free

(This should be printed in Gujarati as provided by GSCSC)

**BEST BEFORE WITHIN ONE YEAR FROM THE DATE OF MANUFACTURING.**

**A.**For public distribution system (PDS) for ANTYODAY & BPL Card Holders and Integrated Child Development Scheme

Details to be printed on 20 Kg. HDPE Bag.

Refined Iodized Edible Salt

For public distribution system & Integrated Child Development Scheme (ICDS)

20 Kg.Net.

(1 Kilo X 20 Piece)

Symbol of laughing sun

Name of Brand

Name / address of producer

=====  
=====

Distributor :- For Gujarat State public distribution  
arrangement Corporation Limited, Sector-10/A, Ch-Road, New Sachivalaya,  
Gandhinagar - 382010

## **Front side & Back side**

**Please note that Packing Label for refined Iodised Salt must be as per attachment given separately.**

**ANNEXURE-3**

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

To,  
(Name of the Corporation)

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 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 & initials )  
\_\_\_\_\_

(Designation)  
\_\_\_\_\_

\_\_\_\_\_ (Common Seal)

**Annexure -5**

**Part- 1**

**Refined Iodized edible Salt Monthly Requirement**

**Note : Tentative requirements for district is given in Annexure while taluka wise requirement of the respective district will be given at the time of detailed Order.**

**Part- 2**

**Annexure -6**

**Refined Iodized edible Salt Monthly Requirement**

**Note : Tentative requirements for district is given in Annexure while talukawise requirement of the respective district will be given at the time of detailed Order.**

## Annexure-6

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

### **AGREEMENT FOR PURCHASE OF REFINED IODIZED EDIBLE SALT**

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 (Hereinafter referred to as "GSCSC") which expression shall unless the context otherwise requires includes its administrators assignees) on one part and \_\_\_\_\_, The "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 No. **GSCSC/251/TOC/RI Salt/E-Procure. Tech. Ltd /Reverse e-Auction/2018-19 Date: 24/05/2018** has invited tenders for purchase of \_\_\_\_\_ MT of Refined Iodized salt at the Rate of Rs. \_\_\_\_\_ per MT (Inclusive of VAT & Taxes) F.O.R. EX- GSCSC Taluka Godowns of \_\_\_\_\_ region of Gujarat for the requirements of PDS/ICDS Schemes for the year \_\_\_\_\_.

**The terms and conditions mentioned in the tender documents as under:  
NOW THIS AGREEMENT WITNESSTH AS FOLLOWS**

1 Quantity, Price and Time Schedule for the supply of Refined Iodized Salt:

**The supplier shall sell and deliver to the corporation at following rate and quantity as per order given by the Corporation from time to time during 6 months from the date of agreement which can further be extended by 2 more months on the sole discretion of GSCSC.**

<b>Delivery place (FOR Ex-GSCSC Taluka godown across Gujarat.)</b>	<b>Quantity to be supplied (MT)</b>	<b>Price per MT (Rs.)</b>
Refined Iodized Edible Salt		

**NOTE : Generally every month, a specific order quantity will be given to the supplier under various schemes of Govt. of Gujarat. The order quantity will be less than or more than approx. quantity of 3000 to 3500 MT per month. At times, one month, two month or three months requirement quantity order will be given to supplier. Supplier will have to deliver the quantity of Refined Iodized Salt as per the requirements under various schemes of Govt. of Gujarat.**

The aforesaid price is inclusive of all expenses for delivery of the goods. The supplier shall deliver the aforesaid quantity of the Refined Iodized salt strictly in accordance with the Ex-GSCSC Taluka Godowns throughout the Gujarat.

The supplier shall offer each of batch/Lot of order given by GSCSC. Minimum **250 MT or in multiple of 250 MT** and last batch would be less than 250 MT as per the order quantity given by GSCSC.

The corporation shall, however have right to accept the request of the supplier to extend the time to time given by GSCSC with a condition of late delivery charges at Rs. 20 per MT per day.

**2. Packing:**

The supplier shall supply the Refined Iodized Salt packed in 1 kg net in the new fresh empty poly pouch confirming to specifications in packing details as mentioned in clause 8 of details of packing as prescribed in Section -2 of tender documents.

The net weight of Refined Iodized Salt should be 20 kg. Net per 1 HDPE bag containing 20 packets of 1 kg in poly pouch packing film with necessary printing both on 1 kg packing and 20 kg packing as per the Packaging Act or any other amendments if required and Art work design as approved by GSCSC,

**3. Quality:**

The supplier shall supply Refined Iodized Salt confirming to the quality specifications which were prescribed in Annexure-1 of the tender document and in addition to above specifications consignment should be as per purchase order given by GSCSC from time to time during the whole year.

The Sampling activity of 1 kg Refined Iodized Salt will be carried out at the supplier's plant in 250 MT or in multiple of 250 MT's as one batch / a lot. The delivery of Refined Iodized Salt will be accepted, only if the quality confirm to the prescribed quality specifications as per the terms and condition of Annexure-1 of the tender documents. The goods which do not confirm to the quality specifications shall be rejected and the supplier shall have no right whatever to claim any amount against the corporation in respect of such rejected quality of goods.

Supplier shall store the stock in a separate godown or as a separate stock in a godown in their plant after sampling procedure is completed and getting quality analysis report conforming to GSCSC purchase specifications from quality analyst appointed by GSCSC. The supplier will deliver the goods to GSCSC taluka godowns as per the delivery schedule given by GSCSC.

The sampling of the goods will be done at the salt factory premises of the supplier in lots of 250 MT or in multiple of 250 MT's .The quality agency (FRL) will be appointed by GSCSC and the representative of the agency will carried out the analysis of goods as per the prescribed norms.

**4. Delivery of Refined Iodized Edible Salt:**

1. The supplier shall deliver the goods at the Ex-GSCSC Taluka Godowns of respective region of Gujarat.
2. After giving the purchase order by the corporation to the supplier, supplier providing the stock at the prescribed Taluka Godowns of corporation in the order shown and from acceptance of the stock by the corporation up to its distribution from the relevant Taluka 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/Food and safety act 2006 / P.F.A. Act 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 percent of purchase price of this stock.

3. Order quantity should be delivered as mentioned in the supply order. After the completion of delivery schedule as mentioned in the order the goods will be accepted, at the discretion of GSCSC, for maximum period of 7 days with penalty of Rs.2 /Quintal/day on balance of undelivered quantity during extended period. No further extension will be allowed in any circumstance. During the extension of 7 days(including holidays), 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 E-Procurement Technologies Limited and will be transferred to GSCSC after deducting the E-Procurement Technologies Limited 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 center of GSCSC i.e. GSCSC taluka godowns throughout the Gujarat.

**5. Payment:**

GSCSC shall make Payment within 7 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 Refined Iodized Salt i.e at EX-GSCSC taluka godown authorized representative and certificate of the quality of Refined Iodized Salt. E-Procurement Technologies Limited will make payment to supplier through EFP on the same day, if possible. Invoices which are defective or inaccurate with regard to calculations, quantities or not supported with the required documents will not be considered for payment.

**6. 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 reserves the right,

- (i) to cancel the order for the quantity not supplied by the supplier.
- (ii) take an initiative, through E-Procurement Technologies Limited platform, to purchase the stock, not delivered by supplier and recover the loss suffered by it on account of payment of higher price and other expenses incurred in procuring the Refined Iodized Salt form outstanding bills & other deposit or any other credit with GSCSC or by way of legal action security of deposit will be forfeited as per **Clause no-11** of the tender documents.
- (iii) In case of failure on the part of the supplier to supply and deliver Refined Iodized salt within time prescribed in the delivery schedule/supply instructions given by the corporation, The corporation shall be entitled to recover the amount representing the difference between the market price and agreed price from the security deposit or from any other payable amount to the supplier.
- (iv) The supplier shall replace the accepted goods within 7 working days, after giving intimation if the quality of accepted goods does not confirm to GSCSC's purchase specifications, during distribution of goods from GSCSC EX- Taluka Godowns to

the beneficiary scheme of the state Govt. If supplier fails to do so as mentioned above, the GSCSC will forfeit that full amount of security deposit & will not pay the amount of goods so supplied. If the payment of the goods so supplied are made for the same will be recovered from outstanding bills or any other dues, whatsoever or by way of legal action to be taken against the supplier as per the terms & conditions of the tender documents in such case.

- (v) 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 (i) and (ii) above.
- (vi) 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.
- (vii) The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

**7. Security Deposit:**

For due performance of this contract security deposit of **Rs. \_\_\_\_\_** at the rate of 5% per for supply of Refined Iodized Salt of approximately 2000 MT. for one month.

90% of the amount of the security deposit shall be retained for a period not exceeding 15 days from the date of expiry of the contractual period. On Satisfactory performance of the contract, 90% of the security deposit will be released on the completion of the delivery of the goods as per purchase order & finalization of the account of the contract and after taking indemnity bond in the Performa prescribed by the Corporation. Balance 10% of the amount of security deposit shall be released after completion of year from the date of order & after completion of final accounts with supplier. In the event of breach of the terms and conditions of contract by supplier, the corporation will forfeit the security deposit. No interest shall be payable by the corporation on the security deposit.

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

**8. 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 supplier for committing breach of contract.

**9. 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.



**10. Jurisdiction:**

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

11. 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'SNAME,

Witness :

- 1.
- 2.