



**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**

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**Tender Notice No. GSCSC/251/TOC/white Sugar/e-Tender/2017-18/Apr-17**

**Dt. 07/03/2017**

**REQUEST FOR PROPOSAL**

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

**E-Auction Date 07-03-2017  
For 66000 Quintal white sugar**

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# THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LTD.

(Government of Gujarat Undertaking)

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

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

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

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## **NOTIFICATION**

### **Enrollment of suppliers for supply of White Sugar (S-30 Grade) through NCDEX E-MARKET Ltd.**

GSCSC intends to enroll the suppliers for supply of White Sugar (S-30 Grade) for P.D.S, and other Govt. scheme. Applications are invited from the interested individual or partnership firm, Registered Company or Co-operative society or any legal organization, Manufacturers/ Producers/ Trader for registration as suppliers to be eligible to participate in the e-auction conducted NCDEX e-market Ltd. Procedure for registration and application formats can be obtained from website [www.ncdexspot.com](http://www.ncdexspot.com) for download and submission of application. The duly filled application should be submitted to the NCDEX e-Market Ltd., 502, Kaivanna Building, Nr. Panchavati Circle, Central Mall, Ambawadi, Ahmedabad-380006. **Tel: 079-65416609, 09033011822, 022-66473153/54**, email [askus@ncdexspot.com](mailto:askus@ncdexspot.com) for any clarification, Kindly contact contact GSCSC. Manager (TOC) at above address.

**Date: 02/03/2017**

**General Manager (A/cs)**

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

**INTRODUCTION:-**

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

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

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

GSCSC intends to invite the tenders for purchase of ..... Quintal (as declared by GSCSC from time to time) White Sugar (S-30 Grade) for PDS for a period of 1 month in state of Gujarat. Applications are invited from the interested registered company, Co-operative society, individual or partnership firm, or any other legal entity, who may be manufacturers/ Producers/ Wholesalers/ Traders as suppliers to be eligible to participate in the e-auctions conducted by NCDEX E-MARKET Ltd. Procedure for registration and application formats can be obtained from website [www.ncdexspot.com](http://www.ncdexspot.com) for download and submission of registration form. For any clarification kindly contact GSCSC on 079-23221037-38, 9099950849 or NCDEX E-MARKET @ **09033011822**.

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

1. The GSCSC being the appointed agency for procurement of White Sugar (S-30 Grade) under public distribution system in the State of Gujarat, proposes to procure the same from the suppliers through e-auction process and has entrusted NCDEX e-Market Ltd with the responsibility for the same.
2. The requirement of White Sugar (S-30 Grade) under PDS for next (1) one month quantity will be about **66,000** Quintal (as declared by GSCSC from time to time) which may vary up to 10% The above quantity will have to be offered at Ex-factory/ plants/ warehouse/ storage location of White Sugar (S-30 Grade) suppliers.
3. Under the above scheme White Sugar (S-30 Grade) will be procured from the suppliers as per the eligibility criteria mentioned in the Contract note. White Sugar (S-30 Grade) should have been produced from the production season **2016-17** only.
4. The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in **Annexure-1 & 2**. Such evaluation will be conducted by the third party quality assurance agency appointed by GSCSC.
5. The sampling offer of the estimated quantity required, should be made at **Ex-factory/ plant/ warehouse/ storage location**, as per the quality specifications provided in the Annexure-1 of White Sugar (S-30 Grade) and as per the sampling offer schedule as mentioned in the purchase order.
6. After satisfactory supply of the tendered items by the successful bidder within the stipulated time, payment will be released by registered office of GSCSC within **7 (Seven)** working days after completion of total batch supply and submission of bills as per the procedure stipulated in Terms & Conditions to the suppliers by electronic fund transfer.

## **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 White Sugar (S -30 Grade), through NCDEX e-Market Ltd. Platform, as per the terms and conditions prescribed herewith:-
- Online Bidding will be conducted through NCDEX e-Market Platform/ URL link: <https://market.nspot.in> which is made available by NCDEX e-Market Ltd.
- Registered Suppliers with NCDEX e-Market Ltd and approved by GSCSC are eligible for participating in the e-auctions of White Sugar (S-30 Grade). For registration form interested parties may refer to **Annexure-5 & 6** respectively. GSCSC will not be responsible, in any way whatsoever, if the bidders have not completed the registration process with NCDEX e-Market Ltd and approved by GSCSC. Bidders may contact Customer Service Group of NCDEX e-Market Ltd on +91(022)66473153/66473154 or alternatively **email:** [askus@ncdexpot.com](mailto:askus@ncdexpot.com)
- GSCSC and NCDEX e-Market 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 NCDEX e-Market Platform/ <https://market.nspot.in>.
- **Seller has NOT TO PAY any Transaction Charges to NCDEX e-MARKET LTD**
- GSCSC Shall transfer the Transaction charges directly to the NCDEX e-Market Ltd

## **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:

**To,  
Mr. Sanket Dholaria,  
NCDEX E-MARKET Ltd.  
502, Kaivanna Building, Near Central Mall,  
Panchavati Circle, Ambawadi,  
Ahmedabad-380009.  
Phone # (079) 65416609, 09033011822,**

2. The GSCSC and NCDEX e-Market 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 White Sugar (S-30 Grade) for the Financial year 2016-17 and will be issued with registration number/used ID and password.
3. The registered suppliers should register one mobile number with the NCDEX e-Market Ltd for participating on e-auction for forwarding bids through short message services (SMS). The format of application is available on [www.ncdexspot.com](http://www.ncdexspot.com) - membership.

## **REGISTRATION FEES OF GSCSC AND NCDEX E-MARKET LTD.**

1. A D.D./Electronic fund transfer in favor of **NCDEX e-Market Ltd.**, payable at Mumbai for **Rs.5000 +** applicable tax / service tax etc towards one time registration charges in any of the following NCDEX e-Market Accounts.

<b>NEML Banks for Membership Fees</b>			
<b>Name of Account</b>	<b>NCDEX e Markets Limited</b>		
<b>Bank Name</b>	<b>Exchange Dues Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
HDFC Bank	00990690013050	HDFC0000060	Fort
Axis Bank	004010202176820	UTIB0000004	Fort
State Bank of India	30760958792	SBIN0011777	Fort

Registration fee to enroll on NCDEX E-MARKET Ltd. for participation in e-auction shall be enclosed along with the application separately.

2. The application for registration is available in **Annexure-7 and NCDEX e-Market Registration form** can be downloaded from the website [www.ncdexspot.com](http://www.ncdexspot.com).

A detailed checklist of documents to be submitted is also provided in the **Annexure-6**.

Requests for forwarding applications through post/couriers will not be entertained.

The interested applicants may also visit website [www.ncdexspot.com](http://www.ncdexspot.com) for any relevant information regarding enrollment as participant on NCDEX e-Market Ltd. Interested participants can also contact the Customer Service Group on below phone numbers **(022)66473153/54, 09033011822 & (079)65416609**.



## **ONLINE BIDDING SESSION DETAILS**

- a. The NCDEX E-Market 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 [www.ncdexspot.com](http://www.ncdexspot.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 [www.ncdexspot.com](http://www.ncdexspot.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 3 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 NCDEX e-Market and GSCSC periodically.
- c. The bidders shall place their bids online on NCDEX e-Market Platform [market.nspot.in](http://market.nspot.in) .The online trading system made available by NCDEX e-Market 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 NCDEX e-Market 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.
- h. No cancellation of Bids shall be allowed during the session.
- i. Auction will be scheduled for 30 minutes, with extensions:
  - (1) **First Extension:** If a valid bid is received during the last 3 minutes of the auction (i.e. the initial 30 min. schedule), an extension of 5 min. kicks as 1<sup>st</sup> Extension.
  - (2) **Second Extension:** If a valid bid is received during the last 3 minutes of the 1<sup>st</sup> extension, an extension of 5 min. kicks as 2<sup>nd</sup> extension.
  - (3) **Third Extension:** If a valid bid is received during the last 3 minutes of the 2<sup>nd</sup> extension, an extension of 8 min. kicks as 3<sup>rd</sup> extension.
  - (4) During the 3<sup>rd</sup> extension for the first 5 (Five) minutes, a reducing tick size of even 1 Re stands valid.
  - (5) As the auction enters the 46<sup>th</sup> Minute, the first valid bid of any reducing value shall be accepted and 4<sup>th</sup> extension shall start.
  - (6) As soon as the forth (4<sup>th</sup>) extension kicks in, only if there is a decrease of 0.50% (point five per cent) or more to the prevailing bid value, the bid shall be accepted by the system and the auction time shall be extended for another 3 minutes as 5<sup>th</sup> extension.
  - (7) If 0.50% (point five per cent) of existing bid value happens to be in decimals, the value for the same shall be rounded off to the nearest rupee on the higher end.  
  
Example: If 0.50% happens to be between 24.01 & 24.99, it should be counted as 25, and next bid should be Rs. 25 less than the prevailing bid.

- (8) The e-auction will thus continue in the same manner till a bid with a decrease of 0.50% (point five per cent) or more is received during each 3 (Three) minutes extension obtained, till the end of trading hours i.e. **18:30** hours. No further extension shall be provided after **18:30** Hrs.
- 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.
- 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 to whom such username and the password has been allotted by NCDEX e-Market, 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 respective zonal head quarter godown of GSCSC** for White Sugar (S-30 Grade) 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 (Jute/ LDPE/ HDPE bags etc.) 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 it's 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 under the heading **QUALITY, DELIVERY SCHEDULE AND PACKING.**



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

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**SECTION-2**

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

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

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

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

## 2. **PRICE:**

- (1) Bidder will have to bid in unit of Metric method i.e. in Quintal only.

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

The rates should be offered for respective zonal head quarter godown of GSCSC for White Sugar (S-30 Grade) and inclusive of transportation cost (as per the computation sheet provided) for the supply of White Sugar (S -30 Grade) 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 e-Market prior to the auction.**

The rates offered for Ex-factory/plant/warehouse/storage location of White Sugar (S -30 Grade) suppliers should include all Govt. duties and taxes, expenses like loading expenses, packing articles (Jute/LDPE/HDPE bags etc.) and packing charges etc.

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.
  - (ii) The quality specifications prescribed by the GSCSC for White Sugar (S -30 Grade).
  - (iii) 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 GSCSC PDS Sugar will be done as follows:

An excel sheet format shall be provided to all the registered participants of the NCDEX e-Market, 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 e-Market on [sanket.dholaria@neml.in](mailto:sanket.dholaria@neml.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 NCDEX E-MARKET 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 e-Market for all 4 zones shall be added to the base price offered by the bidder, to get the final price of sugar 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 requirement of White Sugar (S-30 Grade) under PDS for next 1 (one) months will be about ..... Quintal (as declared by GSCSC from time to time) which may vary up to 10%. The above quantity will have to be supplied for Ex-factory/plant/warehouse/storage location of White Sugar (S-30 Grade) 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 NCDEX e-Market Ltd. Account Details as mentioned above.**

It will be the right of GSCSC to consider L-1 on the basis of Ex-factory/ plant/ warehouse/ storage location for White Sugar (S-30 Grade) 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 NCDEX e-Market on their website as per the estimated requirement of the GSCSC for Ex-factory/ plant/ warehouse/ storage. Bidders are requested to visit website 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 **7 (Seven) working days** from the date of closing of bidding.

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

An amount equivalent to 3% of the bid amount shall be deposited by the participant member with NCDEX E-MARKET as EMD/ Margin Money before placing bid, on any of the Common exchange Clearing banks as shown below:

<b>NEML Banks for Depositing EMD &amp; SD</b>			
<b>Name of Account</b>	<b>NCDEX e Markets Limited</b>		
<b>Bank Name</b>	<b>Settlement Account</b>	<b>IFSC Code</b>	<b>Branch Name</b>
HDFC Bank	00990690013043	HDFC0000060	Fort
Axis Bank	004010202176811	UTIB0000004	Fort
Bank of India	008620110000781	BKID0000086	Fort
Punjab National Bank	0082002100071810	PUNB0008200	Bandra (West)
State Bank of India	30760960198	SBIN0011777	Fort
Central Bank of India	3244662932	CBIN0284082	Capital Market Branch
Kotak Mahindra Bank	0111410712	KKBK0000958	Nariman Point, Mumbai
Canara Bank	2426246025044	CNRB0002426	NSE, Fort
ICICI Bank	000405105961	ICIC0000004	Nariman Point, Mumbai

- (1) The participant may deposit amount of EMD through any of the modes from the following.
- (i) Through Demand Draft/Pay Order in the name of NCDEX E-MARKET Ltd. payable at Mumbai.
  - (ii) Through RTGS/NEFT transfer.
  - (iii) Direct deposit/fund transfer.

- (iv) By intimating to NCDEX E-MARKET for the transfer of fund through the Clearing and Settlement Tracker module <https://cst.nspot.in> in the prescribed manner (for detail contact customer services group on +91-079-65416609, 09033011822 and 022-66473153/54.
- (v) NCDEX e-Market will ensure deposit of EMD/Margin Money of each Bidder before starting of e-auction.
- (2) The bidders shall be allowed by NCDEX e-Market to bid only if the requisite amount of EMD is available in the Common Exchange Account of NCDEX e-Market. 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 NCDEX e-Market 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 by NCDEX e-Market on the withdrawal request made by the bidder through CST Module 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 NCDEX e-Market. 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/, 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 NCDEX e-Market 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
  - 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 E-Market, 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 lacs for quality assurance. Rs.1 lacs 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 White Sugar (S -30 Grade) suppliers. The transportation of White Sugar (S-30 Grade) will be carried out by approved/ authorized transport contractors of GSCSC from Ex-plant/ factory/warehouse/ storage location of White Sugar (S -30 Grade) suppliers.

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

**i) Basis of Quality**

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

**ii) Sampling Process:**

1. The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and sample can be drawn easily from upper, middle and lower part of the stack.
2. The representative of the third party laboratory approved by GSCSC will carry out the sampling of the **batch/ lot size of 200 MT** at Ex-factory /plants of the suppliers/ or Ex-factory/ plant/ warehouse/ storage location of White Sugar (S-30 Grade) suppliers by following IS-498-1985 method. A composite mixture of about 6 Kgs. to 7 Kg. will be drawn from the randomly selected bags of the lot and total 5 samples will be prepared from this mixture.
3. These five sealed samples will be given as follows:
  - Third party QC agency – 2 samples
  - Reserved sample to supplier – 1 sample
  - Reserved sample for GSCSC – 2 samples
4. The quality testing and certification of White Sugar (S -30 Grade) will be undertaken only by the empanelled Assayer as appointed by the GSCSC.

5. After obtaining the sample by the third party agency in the prescribed form by GSCSC and after QC Analysis, a report will prepared by the third party QC Agency and will be given to GSCSC and copy will be sent to sugar supplier. If the batch is not found as per prescribed quality specification then administrative charges INR 5000/- (In Words Rupees Five Thousand Only) per batch/lot size will be recovered from the supplier. In place of such rejected goods supplier has to offer new batch/lot to the GSCSC within the stipulated time period of sampling offer period as given in the purchase order.

### iii) Details of Packing

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

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

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

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

- As per the format given by the GSCSC, supplier has to stitch **bar code sticker** on each bag supplied by them.
- If the packing of White Sugar (S-30 Grade) stock is not as per the requirement and any defect is found in the necessary printed work etc. as per Packaged Commodity Act and other rules applicable, then the legal proceedings will be initiated against the relevant supplier and all that stock has to be taken back by the supplier at his own costs and risks and the GSCSC will also recover the penalty.



- As per the legal provisions or as per the instructions given by GSCSC, if any details are required to be printed then it should be added and printed.
- Each bag should be machine stitched and should not be opened and toned while transportation of stock to the Ex-GSCSC Godowns throughout Gujarat. There should not be any other marking other than supplier's logo and other detail as mentioned in this Contract note.

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

In the event of supply order being placed with the bidder or contract being signed with the winner, the bidder shall deliver the order quantity as per the sampling offer schedule given in the purchase order/contract. Mostly the bidder may have to start delivery from the 5<sup>th</sup> working day from the date of purchase order or date of intimation of acceptance of the offer or LOI, bidder is expected to sampling offer period for the quantity in proportion to the number of days of delivery period mentioned in the order. Bidder is expected to offer the stock before 5.00 PM during working days. The bidder is required to deliver the quantity as per the following detail:

- (a) The order quantity of White Sugar (S-30 Grade) as per the quality and packing specifications should be delivered by the bidder in following two Phases/ Parts.
  1. First 50% (Half) of the order quantity should be offered for sampling of stocks in first **10 working days** as mentioned in the purchase order.
  2. Second 50% (Half) of the order quantity should be offered for sampling of stocks in **second 10 working days** after completion of the first 50% (Half) of the order quantity as mentioned in the purchase order.
  3. This period of 10 working days will be known as offer sampling period of the respective phase/part for the ordered quantity, as specified in the purchase order.
- b) At the time of lifting at Ex-factory/ plant/ warehouse/ storage location of White Sugar (S-30 Grade), the expenses of loading labor will be borne by supplier.
- c) After the completion of offer sampling period as mentioned in the order, the goods will be accepted at the discretion of GSCSC, for maximum period of 7 working days with penalty of 0.1 % of purchase price per day for the quantity supplied during extended period. No further extension will be allowed in any circumstance. During the extension of 7 working days, if the supplier will not complete the offer sampling of goods, he will be declared as defaulter and his security deposit will be forfeited by the GSCSC. Payment for supplied material will be released after deducting differential rate for quantity not supplied & any other relevant losses incurred by the corporation during the process, which will be purchased by next e- auction.

- d) After issuing the purchase order by the GSCSC, supplier providing the stock Ex-factory/ plants and transported by approved/ authorized transport contractors of GSCSC at the prescribed godowns and from acceptance of the stock by the GSCSC up to it's 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.

**9. PAYMENTS:**

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

**10. PENALTY:-**

In case, if the supplier fails to complete the offer of the entire quantity of goods in time (including late delivery period) and as per the terms and conditions of the contract note, the GSCSC reserve the right:

- (1) To cancel the order for the quantity not supplied by the supplier and Security deposit will be forfeited.
- (2) Take an initiative, through NCDEX e-Market 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
- (3) Suppliers will be blacklisted.
- (4) In case of urgent requirement, the GSCSC reserves the right to grant extension of time with or without penalty subject to condition that supply would be completed during such extended period. Failure to supply the goods during such extended period will amounts to violation of terms and conditions of the contract and will result in termination of contract leading application of penal provisions against such supplier as mentioned in (1) and (2) above.

- (5) 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 another e-auction.
- (6) The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

**11. FORCE MAJEURE:**

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

**12. CANCELLATION OF AGREEMENT:-**

- (1) The supplier, if breaches any condition or clause of the agreement the 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.

**13. DISPUTE:-**

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

**14. JURISDICTION:-**

For any dispute arises between the parties i.e. between the GSCSC and NCDEX E-MARKET, between GSCSC and Supplier or between Supplier and NCDEX e-Market, Gandhinagar (Gujarat) will be the only jurisdiction.

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

- (1) The lowest bidder of online bidding will be declared as successful bidder by GSCSC within 7 (seven) Working days to NCDEX E-MARKET.
- (2) The confirmation will be sent by NCDEX e-Market through e-mail, to registered email ID of the supplier.
- (3) The goods will be delivered as per the instructions/ delivery schedule given in the supply order by GSCSC.

**16. DOCUMENTS CONSTITUTING CONTRACT:**

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

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

## ANNEXURE-1

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

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

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

## Annexure 2

### (Packing Details)

- Packing will be done in 50 Kg. new A twill Jute bags (empty bag weight 650 grams) or new PP Bags (empty bag weight 160 grams)
- Manufacturing month, batch number, crop season like year 2016-17 and manufacturing unit name and address should be printed on it
- All details as per the Legal Metrology Act, 2009, Packaging Act and Food Safety & Standard Act, 2006 (FSSA) should be printed on the bag.
- In case of bidder other than manufacturer, name and address of bidder who has supplied/ marketed White Sugar (S -30 Grade) to GSCSC should also be printed on the bag. In such case also bidder has to follow packaging order act, or any other act applicable.**

Details of printing are as follows:-

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

Production Month and Year  
Batch Number

Net weight 50 Kilogram.

Name and address of manufacturer & manufacturing unit

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

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

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

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

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

### ANNEXURE-3

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

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

Sub: **Certificate.**

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

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

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

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

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

**(Common Seal)**

\_\_\_\_\_

## Annexure-4

### 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 2016-17.

<b>_Dist_Name</b>	<b>Slab wise average Rates Rs. per MT/ KM.</b>						
	<b>0-010</b>	<b>0-025</b>	<b>0-050</b>	<b>0-100</b>	<b>0-200</b>	<b>0-350</b>	<b>Above 350</b>
Ahmedabad Reg. Ave.Rate	<b>25.92</b>	<b>11.36</b>	<b>8.14</b>	<b>4.93</b>	<b>4.09</b>	<b>3.77</b>	<b>3.78</b>
Vadodra Reg. Ave.Rate	<b>39.73</b>	<b>11.50</b>	<b>6.15</b>	<b>4.50</b>	<b>4.14</b>	<b>3.87</b>	<b>3.83</b>
Surat Reg. 'Ave.Rate	<b>26.51</b>	<b>13.99</b>	<b>7.52</b>	<b>5.19</b>	<b>4.14</b>	<b>4.15</b>	<b>4.46</b>
Rajkot Reg. Ave.Rate	<b>47.34</b>	<b>19.66</b>	<b>10.70</b>	<b>5.29</b>	<b>4.19</b>	<b>3.98</b>	<b>3.92</b>



**Annexure - 5**

**A. GSCSC Registration form for Purchase of White Sugar (S -30 Grade) Under Public Distribution.**

- 1. A. Name of company \_\_\_\_\_  
B. Address \_\_\_\_\_  
C. Telephone No. and Mobile no. \_\_\_\_\_  
D. Fax No. and Email Address \_\_\_\_\_

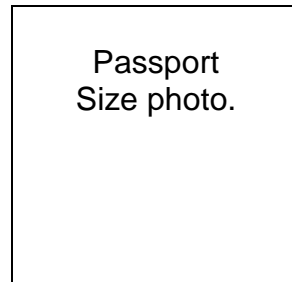
- 2. For supplier of Sugar, details regarding Sugar License  
A. License No. \_\_\_\_\_  
B. Validity period \_\_\_\_\_

- 3. Details of VAT No./Excise No. \_\_\_\_\_

- 4. Income tax PAN No. \_\_\_\_\_

- 5. Main/Authorized Person Name: \_\_\_\_\_  
Designation \_\_\_\_\_  
Address, telephone no./ \_\_\_\_\_  
Mobile phone details/ \_\_\_\_\_

\_\_\_\_\_ Email address



- 6. Signature of the Authorized Representative: \_\_\_\_\_

- 7. Authority given by:  
Name: \_\_\_\_\_, Designation: \_\_\_\_\_  
Company: \_\_\_\_\_

We have read all the details mentioned in the contract note, including the general terms and conditions of the tender and it is accepted, agreed and abide by us.

Place: \_\_\_\_\_ Name of the Authorized Person from bidder company: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of the Authorized Person from bidder company: \_\_\_\_\_

Company seal

## Annexure-6

### CHECKLIST FOR SUBMISSION OF APPLICATION

(Documents to be submitted)

Sr. No	Particulars	Enclosed	Not enclosed
01	Duly filled and signed application form		
2	D.D for Rs.5000/- (15% Service Tax extra) towards registration charges in favour of NCDEX E-MARKET Ltd payable at Mumbai.		
03	Attested copies of  Sugar License (License issued by appropriate authority (Central/State govt.) for dealing in sugar)		
04	Audited balance sheet of previous 3 years along with copy of P&L A/c duly certified by Chartered Accountant. In case of new sugar manufacturer or supplier company it may not be applicable		
5	Copy of  a) Income Tax returns of last three years (duly attested by Chartered Accountant), In case of new company it may not be applicable  b) Photo copy of PAN Card (duly attested by Chartered Accountant)		
06	Copy of certificate of registration under  a) VAT Act b) Central Sales Tax Act c) Service Tax ,If applicable		
07	Affidavits.  Not having been prosecuted for violation of any rules, law or enactment of State/Center like essential commodities Act or any orders there under by any court of law.  a) Not having been black listed by any organization/Govt. for non-performance of contractual obligation.		
08	In case of partnership firms, copy of latest partnership deed, in case of Cooperatives, copy of byelaw, in case corporate copy of memorandum and articles of association.		

09	Copy of resolution duly authorizing, the Chief Executive of Co-operative/Corporate to participate in the e-Auction process. In case of partnership firms a general power of attorney authorizing the executive partner or Chief Executive to sign the documents on behalf of the firm to be submitted.		
10	In case of partnership firms the copy of the latest partnership deed certified by Chartered accountant, share holding pattern along with details of name, age, education and experience of the partners duly signed by the Chartered Accountant.		
11	Attestation of signature of the authorized signatory on behalf of the firm from the bank, where the firm is having its account.		
12	Address proof of the authorized signatory (Telephone/Electricity bill or copy of pass port or voter ID)		
13	Address proof of the firm (certificate of registration / incorporation or registration certificate issued by Industries and Commerce Department or Labour Department)		
14	Bank conduct certificate of the firm		
15	Application for mobile registration for bidding on e-auction platform through SMS.		
16	Application for registration as participant on NCDEX E-MARKET Ltd		
17	If Bidder is registered with micro, small and medium scale industries, than a certified copy of registration certificate.		

## Annexure – 7

### APPLICATION FORM FOR COMMODITY PARTICIPANTS OF NCDEX E-MARKET LIMITED (NE-MARKET)

1. Name of Applicant:

2. Constitution:

Individual  
Sole Proprietorship  
Partnership Firm  
Corporate Pvt. Ltd.  
Corporate - Public Ltd - Listed  
Corporate - Public Ltd - Unlisted  
Cooperative Society  
Others - Please Specify

3. Date of Birth / Incorporation / Registration / Proposed

If Corporate/Partnership YesNo

4. PAN No. / TIN No. Yes No

5. Details of the Chief Executive / Managing Partner / Chairman/ Individual/ Proprietor/ Partner

(As per Form CP-2)

Name

Address

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

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

(As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None (if none, please tick in checkbox)

6 (B). Name of Stock/Commodity Exchange/s on which Any Director / Dominant Promoter / Partner is a Member. (As per Form CP-1)

Exchange Name1

Exchange Name2

Exchange Name3

None(if none, please tick in checkbox)

7. Authorized Signatory/ies Details

Name

Address

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

**8. Address of Registered Office**

**Address**

<b>City</b>	
<b>Pin</b>	
<b>Tel. No.</b>	
<b>Mob. No.</b>	
<b>Fax. No.</b>	
<b>Email ID</b>	
<b>Contact Person Name</b>	
<b>Contact Person No. &amp; Mob</b>	
<b>Designation</b>	

**9. Address For Communication**

**Address**

<b>City</b>	
<b>Pin</b>	
<b>Tel. No.</b>	
<b>Mob. No.</b>	
<b>Fax. No.</b>	
<b>Email ID</b>	
<b>Contact Person Name</b>	
<b>Contact Person No. &amp; Mob</b>	
<b>Designation</b>	

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

**A) Bank Name & Address**

**B) Account No.**

**C) Account Type**

**NOTE: {Please provide a certificate from Bank mentioning that account/s is being operated satisfactory & Authentication of signatures of all authorized persons operating account/s}**

**11. ANNUAL TURNOVER FOR LAST 2 YEARS (Rs. In Lakh):**

**12. (A) Name & Address of APMC in which the member is registered:**

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

**13. Names of Commodities in which Trading is done:**

**14. Whether any Godowns are owned by any Party:**

**Details of Godowns (No. of Godowns, capacity, location & commodities stored):**

**Declaration:**

- ❖ I/ we hereby declare that none of us has been adjudged or proved to be insolvent at any time/ have not compromised with creditors for less than full discharge of debts/ have not been subjected to any disciplinary action/ suspended/ expelled or declared a defaulter on any stock/ commodity exchange/ have never been debarred from trading in securities/ commodities by any Regulatory Authority like RBI, SEBI, FMC, Registrar of co-operative societies, statutory authorities, etc./ have never been denied/ rejected membership of any stock/ commodity exchange or commercial organization/ have never been convicted of any offence involving fraud or financial irregularities/ & never been involved in any litigations/ suits or proceedings or in any financial liability of contingent or uncertain nature.
- ❖ I/ we hereby state that the above mentioned particulars and annexure/ certificates given here to are true, correct and complete to the best of my/ our knowledge & information.
- ❖ I/ we also state that no relevant material fact has been misstated, misinterpreted or suppressed. Any mis- statement or misinterpretation or suppression of facts in connection with the application for Commodity Participant/ Auction membership or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.

Affix Passport size photograph of the Signatory

Affix Passport size photograph of the Signatory

<b>Signed :</b>	<b>Signed :</b>
<b>Name :</b>	<b>Name :</b>
<b>Designation :</b>	<b>Designation :</b>
<b>Date :</b>	<b>Date :</b>
<b>Place :</b>	<b>Place :</b>
<b><u>APPLICATION TO BE SIGNED BY:</u></b>	
<u>For individuals</u> - By the Individual himself/herself	
<u>For- partnership firms</u> - By any two working partners of the firm	
<u>Co-operative Societies</u> - By two persons duly authorized by resolution in accordance with Bye Laws of the society (submit copy of the relevant resolutions, duly signed)	
<u>For Corporates / Institution:-</u> Managing Director/Whole Time Director/any other person authorized by the Board. (submit certified true copy of the relevant Board resolution)	

**Signature of the Bankers (The bankers need to sign here to authenticate the signatures of the authorized signatories and also state that the conduct of the account of the party is satisfactory):**

**Signed :**  
**Bank Name :**  
**Designation :**  
**Date :**  
**Place :**



## ANNAXURE-8

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

### AGREEMENT FOR PURCHASE OF WHITE SUGAR

This agreement is made at \_\_\_\_\_ on \_\_\_\_\_ 2017 between **THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED**, a Government Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Sector 10/A, Near Sachivalaya, Gandhinagar 382010 (Here in after referred to as "GSCSC") which expression shall unless the context otherwise requires includes its administrators assignees) on one part and \_\_\_\_\_ (Herein after referred to as "Supplier" which expression shall unless the context oath arise require, include its administrators, successors and assignees) on the other part.

WHEREAS the GSCSC vide Tender Notification **dated**....., has invited bids through reverse e-auction by NCDEX E-MARKET for purchase of ..... Qtl. of White sugar at the Rates (As per shown in table given below) (Inclusive of Excise, VAT and other all taxes, if any) Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers for the requirement of ..... Qtls. for PDS in the State of Gujarat for the .....month/s for the year 2016-17.

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

#### **NOW THIS AGREEMENT WITNESSTH AS FOLLOWS**

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

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

<b>Item/ Particulars</b>	<b>Ex-factory/plant/ warehouse/ storage location of white sugar suppliers</b>	<b>Name of Zone</b>	<b>Quantity ordered (In Qtl.)</b>	<b>Rate in Rs. (in figure) per Qtl.</b>	<b>Sampling offer period</b>
<b>White Sugar</b>		Ahmadabad Vadodara Surat Rajkot			

The aforesaid price is inclusive of all expenses for delivery of the goods. The supplier shall deliver the aforesaid quantity of the Sugar strictly in accordance with the Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers.

#### **3. Sampling offer of Sugar:**

- (a) The order quantity of white sugar as per the quality and packing specifications should be offered for sampling by the bidder in following two Phases/Parts.
- First 50% (Half) of the order quantity should be offered for sampling in first 10 working days as mentioned in the purchase order.
  - Second 50% (Half) of the order quantity should be offered for sampling in second 10 working days after completion of the first 50% (Half) of the order quantity as mentioned in the purchase order.
  - This period of 10 working days will be known as offer sampling period of the respective phase/part for the ordered quantity, as specified in the purchase order.

- b) At the time of lifting at Ex-factory/ plant/ warehouse/ storage location of White Sugar (S-30 Grade), the expenses of loading labor charge will be borne by supplier.
- c) After the completion of offer sampling period as mentioned in the order, the goods will be accepted at the discretion of GSCSC, for maximum period of 7 working days with penalty of 0.1% of purchase price per day for the quantity supplied during extended period. No further extension will be allowed in any circumstance. During the extension of 7 working days, if the supplier will not complete the offer sampling of goods, he will be declared as defaulter and his security deposit will be forfeited by the GSCSC. Payment for supplied material will be released after deducting differential rate for quantity not supplied & any other relevant losses incurred by the corporation during the process, which will be purchased by next e-auction.
- d) After issuing the purchase order by the GSCSC, supplier providing the stock Ex-factory/ plants 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.

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

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

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

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

- h) As per the format given by the GSCSC, supplier has to stitch bar code sticker on each bag supplied by them.

**5. Quality:**

- a) Quality of White Sugar in 50 Kg packing should be as per the quality specifications shown in (**Annexure-1**) and the prevalent rules and regulations of The Food Safety & Standard Act- 2006 (FSSA). The goods except prescribed quality if supplied by the supplier, then the said goods is to be taken back by the relevant supplier at their own expenses and the GSCSC will not have any liability for its financial loss.

- b) The sugar produced from various sugar mills may be supplied. However in a single delivery lot/ batch of 200 MT sugar must be from the same sugar mill/ refinery. No mixing of sugar of various sugar mills is allowed in a single delivery lot.

**c) Sampling Process:**

- a. The bags should be stacked in such a manner that, each bag gets representation for inclusion in the representative sample and sample can be drawn easily from upper, middle and lower part of the stack.

- b. The representative of the third party laboratory approved by GSCSC will carry out the sampling of the batch/lot size of 200 MT at Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers as the case may be, by following IS-498-1985 method. A composite mixture of about 6 Kgs. to 7 Kg. will be drawn from the randomly selected bags of the lot and total 5 samples will be prepared from this mixture. These five sealed samples will be given as follows:

1. Third party QC agency – 2 samples
2. Reserved sample to supplier – 1 sample
3. Reserved sample for GSCSC – 2 samples

- c. The quality testing and certification of White Sugar will be undertaken only by the empanelled Assayer as appointed by the GSCSC.
- d. After obtaining the sample by the third party agency in the prescribed form by GSCSC and after QC Analysis, a report will be prepared by the third party QC Agency and will be given to GSCSC and copy will be sent to sugar supplier. If the batch is not found as per prescribed quality specification then administrative charges/ rejection charges at the rate of Rs. 5000/- (In Words Rupees Five Thousand Only) per batch/lot size will be recovered from the supplier. In place of such rejected goods supplier has to offer new batch/lot to the GSCSC within the stipulated time period of delivery as given in the purchase order.

**6. Payment:**

After successful completion of delivery of order quantity in batch size of 200 MT by the supplier and submission of bill along with analysis report and goods receipt issued by authorized representative of GSCSC in case of Ex-factory/ plant/ warehouse/ storage location of white sugar suppliers Generally payment of each batch may be made by GSCSC within 7(Seven) working days from the date of submission of bill to GSCSC Gandhinagar. GSCSC will make payment to supplier through National Electronic Fund Transfer to the respective Bank Account of the supplier Invoices which are defective or inaccurate with regards to calculations, quantities or not supported with the required documents will not be considered for payment.

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

**7. Liquidated Damages:**

In case, if the supplier fails to complete the offer of sampling of goods in time (including late offer of sampling 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.
- take an initiative, through NCDEX E-MARKET 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 sugar form outstanding bills & other deposit or credit which GSCSC or by way of legal action security of deposit will be forfeited as per Clause No. 10 of the tender documents.
- In case of failure on the part of the supplier to supply and sampling offer sugar within time prescribed in the sampling offer schedule/supply instructions given by the GSCSC, GSCSC 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 to the supplier.

- 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 godown to the beneficiary scheme of the state Govt. If supplier fails to do so as mentioned above the GSCSC will forfeit full amount of security deposit. If the payment of the goods so supplied are made for the same will be recovered from outstanding bills or any other amount dues. Whatsoever or by way of legal action to be taken against the supplier as per the terms & conditions of the tender documents.
- 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.
- 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 next e-tender.
- The GSCSC will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

#### **8. Security Deposit:**

- a) For due performance of this contract security deposit of Rs. \_\_\_\_\_ at the rate of 5% of the tender value is applicable. The Security Deposit will be released on satisfactory performance of the contract and after approval by the GSCSC.
- b) The performance security deposit will be discharged by the Corporation and returned to the Supplier on due performance of the contract for the contract period;
  - After 15 days following the date of last delivery of the contract after deducting Rs. 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.

#### **9. 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.

**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 both the parties to the contract.

**11. 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.

- 12.** 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:     /     /2017  
Place: \_\_\_\_\_.

SIGNATURE & SEAL  
TENDERER'S NAME

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

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