

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687746699873

अनुबंध तिथि | Generated Date : 02-Feb-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4341014](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Gujarat State Civil Supplies Corporation Limited संगठन का नाम Organisation Name : N/A कार्यालय क्षेत्र Office Zone : Gandhinagar.	पद Designation : Deputy Manager Purchase संपर्क नंबर Contact No. : 079-23221037-9 ईमेल आईडी Email ID : buycon1.gscscl.gj@gembuyer.in जीएसटीआईएन GSTIN : 24AAACT5736F1ZI पता Address : The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar, GANDHI NAGAR, GUJARAT-382014, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Tender and Purchase Committee वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Tender and Purchase Committee	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : Deputy Manager Purchase ईमेल आईडी Email ID : buycon1.gscscl.gj@gembuyer.in जीएसटीआईएन GSTIN : 24AAACT5736F1ZI पता Address: The Gujarat State Civil Supplies Corporation Ltd. Near New Sachivalaya.Sec-10-A.Gandhinagar, GANDHINAGAR, GUJARAT-382014, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : RY0W220005998065 कंपनी का नाम Company Name : PRAKASH AGRO MILLS संपर्क नंबर Contact No. : 07069888113 ईमेल आईडी Email ID : ppe_l_pam@yahoo.com पता Address : GROUND FLOOR,PRAKASH AGRO MILLS, MEMCO NARODA ROAD, MEMCO CROSS ROAD, Ahmedabad, GUJARAT-382345, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 24AACFP0947R1ZU

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : AS per given list in email.

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : TOOR DAL (KORI) ब्रांड Brand : TOORDAL (KORI) ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : TOOR DAL (KORI) (Q3) मॉडल Model: TOORDAL(KORI) एचएसएन कोड HSN Code: 07139010	3,884,000	kilogram	132.86	NA	516,028,240
कुल ऑर्डर मूल्य Total Order Value (in INR)						516,028,240

परोक्षी विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation : - ईमेल आईडी Email ID : buycon1.gscscl.gj@gembuyer.in संपर्क Contact : 079-23221037-9 जीएसटीआईएन GSTIN : 24AAACT5736F1ZI	TOOR DAL (KORI)	1	971,000	02-Feb-2024	03-Mar-2024
			2	971,000	03-Feb-2024	23-Mar-2024
			3	971,000	04-Feb-2024	12-Apr-2024

पता | Address : The Gujarat State Civil Supplies Corporation Ltd. Near
New Sachivalaya.Sec-10-A.Gandhinagar,
GANDHI NAGAR, GUJARAT-382014, India

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971,000

05-Feb-2024

02-May-2024

Product Specification for TOOR DAL (KORI)

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Custom Specification	Custom Specification	Yes

विक्रेता विशिष्टता दस्तावेज़ | Seller Specification Document:

1. SpecificationDocument1	mkp.gem.gov.in/catalog_data/catalog_support_document/02/40/756/CatalogAttrs/SpecificationDocument/2023/9/7/2023_09_07_11_27_52_speci_2023-09-07-11-28-01_92d7f8ccbce2775ad6e26c01faa55f5c.pdf
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खरीदार विशिष्टता दस्तावेज़ | Buyer Specification Document:

1. SpecificationDocument	mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/7804529/54/78/703/CatalogAttrs/SpecificationDocument/2023/12/13/sepcifiation_2023-12-13-14-21-22_5d1ca41ae2c5775207cc03662325d95a.pdf
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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2023-12-29 18:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic:

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.2 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Ø Inspection Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): AS PER ADDITIONAL TERMS AND CONDITIONS Post Receipt Inspection at consignee site before acceptance of stores: AS PER ADDITIONAL TERMS AND CONDITIONS

Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name **The Gujarat State Civil Supplies Corporation Ltd.**
Account No. 016505005762 IFSC Code ICIC0000165 Bank Name ICICI Bank Branch address Plot No. 315, Sector-16, Gandhinagar -382016 . Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid. No any kind of Exemption given for EMD.

Generic:

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

Generic: The seller is required to print logo as per buyer's requirement.

Procurement of PDS Toordal (Kori) for the month of December-2023, January-2024, February-2024, and March-24

TERMS & CONDITIONS OF THE GUJARAT STATE CIVIL SUPPLIES CORPORATION LIMITED FOR SUPPLY OF TOOR DAL (KORI) (SORTEX QUALITY)

The Tender document will be available and downloadable on following websites:

- a) <https://gem.gov.in>
- b) <https://gscscl.gujarat.gov.in> (corporation website: only for Information purpose).

INVITATION FOR BIDS:

The Gujarat State Civil Supply Corporation Limited (GSCSCL), A Government of Gujarat Undertaking, Sector-10/A, Near New Sachivalaya, 'CH' Road, Gandhinagar 382010 invites bids from interested producers /wholesalers/ traders/ refiners/ any other legal entity for supply of TOOR DAL(KORI) (SORTEX QUALITY) for Public Distribution Scheme (PDS) as per GSCSCL'S Specification, through GeM Portal.

1. ELIGIBILITY CRITERIA FOR SUPPLIERS :-

- 1) A proprietor/ Partnership Firm/ Registered Company/ Co-operative Society/ any Manufacturing and Processing unit or any other legal entity getting registered under the act. (As per Form-I).

Submission of Evidence:

Supplier must submit:

Evidence:

Supplier must submit:

- a. If the participant is a Proprietor, shall submit the copy of Registration Certificate.
 - b. If the participant is a Partnership Firm, shall submit the copy of Partnership Deed.
 - c. If it is Co-Operative Society, shall submit the Registration Certificate of Co-Operative Society.
 - d. If it is Registered Company, then submit the copy of Memorandum of Association and Article of Association and Certificate of incorporation.
 - e. Copy of PAN CARD
- 2) The Bidder must have average overall Turnover for the last three Financial Year i.e. 2020-21, 2021-22, and 2022-23 must not be less than for i.e. Ahmedabad Region- Rs. 33.99 Crore (As per Form- II).

Submission of Evidence:

The bidder will have to produce a copy of Financial Year 2020-21, 2021-22, and 2022-23 (Provisional) Balance Sheet and Profit & Loss Accounts duly certified by Chartered Accountant (with UDIN).

- 3) Past Performance: The Bidder should supply same or similar category products for 30% of bid quantity (i.e. for Ahmedabad Region - 1165 MT), in at least one of the last three years (Year 2020-21, 2021-22, and 2022-23), before the last date of submission of Tender to any Central/State Govt. Organization/PSU/Public Listed Company. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion. (As per Form- III)

Submission of Evidence:

Copy of Work Completion Certificate from Buyer must be submitted.

- 4) **Copy of certificate of Registration under Goods and Service Tax Department (GST).**
- 5) **Copy of License issued by FSSAI mentioning the production of Copy of License issued by FSSAI Copy of License issued by FSSAI mentioning related product (As per Form- IV).**
- 6) **A Notarize self-declaration on Rs.300/- non-judicial stamp, stating that, Bidder has wide experience in this field and has good reputation in the market. And himself is not debarred or blacklisted by any State Government or Central Government, or offices of any Board, Corporation or other local authority or not blacklisted for short or long period. (As per Form No. V)**

Note: - If forms and documents are signed by the authorized person except the owner of the company, in that case he/she (authorized person) has to submit Authority Letter on company's letter pad.

2. PRICE:

- (1) Bidder will have to fill-up the rates in unit in Metric method i.e. in KG only.

- (2) The rates offered for the Ex-GSCSC Taluka Godown center includes all Govt. duties and taxes, expenses like transportation, transits loss, insurance, packing articles (bags etc.) and packing charges etc. to deliver the goods at Ex-GSCSC Taluka Godown centers.- Including all taxes (Annexure-3).
- (3) Currently rate of GST is 5 % for the items of packaging of up to 25 kg (which is inclusive as per (2(2)). If there is any change in GST tax structure and the rate of GST increase or decrease (in addition or subtraction of (5%)), the amount of difference of tax, if any, will be recovered or paid as the case may be, by GSCSCL.
- (4) Bidder will have to quote the rates as per
- (i) The delivery schedule given by the GSCSCL taluka locations in Gujarat
 - (ii) The quality specifications prescribed by the GSCSC for the commodities.
 - (iii) The prescribed packing material and packing weight, etc.

3. **PURCHASE QUANTITY:**

The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. **VALIDITY/ LEGALITY :**

The bids of all bidders, who have participated in the bidding, will remain valid for the minimum period of 30 days from the date of closing of bidding.

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

i. E.M.D. is on 3% of Estimated value.

ii. Bids submitted without EMD will be rejected. No interest is payable on EMD.

iii. In case of the bidder whose offer is accepted, the EMD shall be refunded to the successful bidder only after submission of Performance security.

iv. No exemption in EMD in any form will be given to any firm/ company/ corporation/public undertaking.

v. The EMD shall be forfeited by GSCSC, on account of one or more the following reasons:

a) If bidder withdraws its bid during the period of bid validity.

b) If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).

c) Information given in the proposal is found inaccurate / fraudulent

vi. The participant may deposit amount of E.M.D. through any of the modes from the following.

a) Through RTGS/NEFT transfer.

b) Net Banking.

Note: Cash deposit is not allowed.

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6. **Performance Security Deposit:**

- Successful Bidder is required to deposit Performance Security Deposit for 5 % of contract value.
- Security Deposit can be submitted in any of the mode from the following:
 - (1) Demand Draft
 - (2) RTGS/NEFT/Net Banking.
 - (3) F.D.R
 - (4) ePBG
- Successful Bidder is required to submit Security Deposit within the 10 Days of Purchase Order given.

If the Bidder Submit the ePBG,

- a. Guarantees issued by following banks will be accepted as Security Deposit on permanent basis.
- b. Guarantees issued by following banks will be accepted as ePBG/EMD as per G.R. of Finance Department: G.R. No., FD/MSM /e-file/4/ 2023/ 0057/D.M.O. dated: 21/04/2023 for the period up to March 31,2024. The validity cut-off date in the GR is with respect to the date of issue of bank Guarantee irrespective of the date of termination of Bank Guarantee.

All Nationalized Banks and

1. Axis Bank
2. AU Small Finance Bank
3. Bandhan Bank
4. BNP Paribas
5. City Union Bank
6. CSD Bank
7. DBS Bank India Limited
8. DCB Bank
9. Equitas Small Finance Bank
10. Federal Bank
11. HDFC Bank
12. HSBC Bank
13. ICICI Bank
14. Indusind Bank

15. Karnataka Bank
16. Karur Vysya Bank
17. Kotak Mahindra Bank
18. South Indian Bank
19. Standard Chartered Bank
20. Tamilnadu Mercantile Bank
21. Utkarsh Small Finance Bank
22. The Kalapur Commercial Co-op. Bank
23. Ahmedabad Mercantile Co-op. Bank
24. Nutan Nagarik Sahakari Bank Ltd.
25. Rajkot Nagarik Sahakari Bank Ltd.
26. Saraswat Co-operative Bank
27. SVC Co-Operative Bank Ltd.
28. The Gujarat State Co-operative Bank
29. The Mehsana Urban Co-Op. Bank Ltd
30. The surat District Co-operative Bank Ltd.
31. The Surat People's Co-Op. Bank Ltd
32. Saurashtra Gramin bank.

§ If the Security Deposit is in mode of F.D.R. then the same should be in combined name of G.S.C.S.C.L. & Buyer.

§ If the Security Deposit is in the form of Bank Guarantee/ePBG, the same should be for the period not less than five months from the date of Purchase Order.

vii. No Interest would be paid on S.D./E.M.D.

- c. ePBG Submitted As per GeM-Portal condition.

Security Deposit will be forfeited in the following cases:

- GSCSCL shall issue a show-cause notice to the supplier asking for explanation for rejection of stock. In case the supplier fail to replace the stock, the contract of the supplier shall be cancelled and SD shall be forfeited.
- During the extension period, if the supplier will not complete the delivery of goods, He will be declared as defaulter and his security deposit will be forfeited by GSCSCL.
- Fails to supply more than 50% of PO Quantity If the supplier fails to supply more than 50% of the ordered quantity, within stipulated delivery schedule, he will be declared as defaulter and the security deposit of the supplier will be forfeited.
- Fails to supply less than 50% of PO Quantity. If the supplier fails to supply less than 50% of the ordered quantity within stipulated delivery schedule, the proportionate security deposit of the supplier will be forfeited.

Security Deposit Release:

On Satisfactory performance of the contract, The Security deposit will be released. Supplier must submit the Indemnity Bond on the stamp paper in a proper format. Supplier must have to submit Bills of Purchase Order for Payment as per norms. 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.

7. RIGHTS OF GSCSCL:-

The Gujarat State Civil Supplies Corporation Limited. reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

The Corporation reserves the right, at the time of award of Contract or during the contract period, to increase the ordered quantity or to decrease the ordered quantity of the quantity offered in the tender without any change in price or other terms and conditions.

Corporation may award work for additional quantity than the quantity of the offered quantity in the tender by the supplier, at the offered rate and supplier will have to supply this quantity as per the terms of the tender.

If supplier is ready to supply additional quantity that is more than the above quantity of the offered quantity in the tender, at the last offered rate then Corporation will have an option to award the work for the same.

Actually, Corporation is interested in finalizing Three Months Rate Contract. The decision of the Corporation regarding work order of any additional quantity will be final.

The bidder for such additional quantity shall furnish the necessary additional Security deposit within fifteen days from the date of communication of the acceptance of the offer.

If supplier fails in depositing necessary amount as a security deposit for such additional quantity, then action will be taken against the supplier considering that supplier has withdrawn the offer.

8. TRANSIT RISK:-

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

9. DELIVERY SCHEDULE AND PACKING: -

(I) Delivery Schedule will be as under.

The supplier will be given the delivery schedule with exact dates with completion date and delivery days as per GeM Sanction order . i.e. Delivery to be completed for 1st month's supply in 30 days, for 2nd month's supply in next 20 days, for 3rd month's supply in next 20 days and for 4th month's supply in next 20 days from the date of Purchase order generated by GeM.

1. Corporation reserves the right to alter the delivery schedule as and when required.
2. The lowest bidder will be declared as the successful bidder by GeM-Portal.
3. The confirmation will be intimated through email, From GeM-Portal.
4. The representative of Food research laboratory of forensic science Gandhinagar will take the samples at milling unit/ factory site for quality checking of the goods as per specifications prescribed by GSCSCL and carry out due diligence of quality inspection. After the sampling, the stake will be sealed by the FRL Representative and opened by FRL Representative only after the QC passed report received.
5. The sampling process will be carried out within 2 (two) day by the representative of Food research laboratory of forensic science Gandhinagar . It will be delayed only in exceptional case.
6. Once the samples of the goods found as per the quality parameters, the goods will be dispatched in the presence of FRL Representative.
7. If the goods are not found as per the prescribed quality parameters, the goods will be rejected and rejection charge will be recovered.
8. The Supplier has to deliver the goods of specified quality in prescribed packing with specified net weight at the center.
9. 100% Cross verification should be done for the stock dispatch by the supplier. In case of stock getting rejected in cross verification, the supplier shall replace the stock within 07 working days from the date of quality analysis report of FRL mailed to supplier. In case of failure. Penalty will be recovered.

(II) Packing

- (I) Supplier must have print Batch no/Stake No. on each bag packing. No repeated Stake no. is allowed.
- (II) Pack of Toor dal (Kori) (Sortex Quality) is to be delivered by the supplier in net weight of 50 kg jute Bag (As per Annexure-1).
- (III) The bags of batch/Stake no.-1,2,3 and 4 should be machine stitched with black, blue, red and white thread respectively and the bags of the next batches shall also be stitched in the same manner. There should not be any other marking other than supplier's logo, vegetarian logo and other detail as mentioned in the tender documents.
- (IV) The printing matter on each bag should be as per Annexure-1
- (V) As per the format given by GSCSCL, supplier has to stick barcode sticker on each bag of dal.
- (VI) The goods due to non-adherence of new Bags or non-printing of the mandatory details will be rejected and rejection charges of Rs.1500/- per Batch.
- (VII) Supplier has to provide 5 empty bags as sample bags.
- (VIII) Time to offer the goods is 10.30 AM to 5.00 PM.
- (IX) Use of packing materials as per Government Rules and Approval by Government.

10. QUALITY :-

- (1) The supplier whose proposal is accepted by GSCSC has to supply the goods as per rules and regulations and quality specifications prescribed by GSCSC. Quality specifications prescribed for **Toor dal (Kori) (Sortex Quality)** (Annexure- 2) are to be followed by the supplier strictly.

A. Sampling process:

On preparing, one batch 30 MT only, The supplier will inform the Corporation regarding sampling. Then FRL will obtain the sample and conduct the analysis of the sample. The corporation will send the copy of FRL report to godown as well as supplier. Based on FRL report, supplier only dispatch passed quantity of the goods to corporation godown along with the copy of report.

- (i) On arrival of goods the Depot Manager, GSCSC a representative authorized by GSCSC or FRL representative will verify the documents and unload the truck after confirming authenticity of the consignment, will draw a sample for cross-verification.
- (ii) If 10% of bag weight (Average) will be failed, 14000/- penalty will be recovered.
- (iii) 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. To prepare the representative samples of the goods the Food Research Laboratory will follow the following procedure.

- (i) Weight of bags - as per legal metrology method (Packed Commodity Rules-2011)
- (ii) Sampling - as per IS-14818-2020
- (iii) Sample Collection- 10% of the total bags.

C. Inspection of specifications of **Toor dal (Kori) (Sortex Quality)** .

- (i) In primary inspection if the stock found proper it will be sampled & analyzed as per specifications prescribed by GSCSCL shown at Annexure- 2 for **Toor dal (Kori) (Sortex Quality)** . Thus, if the stock is as per the specifications of GSCSCL, shown in the tender document, it will be accepted.
- (ii) If the stock is not as per the specifications and of inferior quality, it will be rejected. For such rejected stock, rejection charge at Rs.14000/- per Batch will be recovered from the supplier.
- (iii) The cost of sampling and testing will be borne by GSCSCL.

D. Suppliers should give an assurance in writing that if any complain is received from end users regarding quality, the same will have to be resolved as per the decision of GSCSCL.

E. Analysis Report given by Food Research Laboratory of Director of Forensic Science, Gandhinagar will be considered final

F. After release of purchase order, tenderer will supply ordered qty. with required quality at the specified center of the GSCSCL within stipulated time limit. If the corporation suomoto or on receipt of the complaint about poor quality, the corporation reserves right to do resampling of the commodity already accepted by the corporation.

"Notwithstanding anything contained, corporation at any point of time has the absolute authority to draw a sample, either suomoto or on complaint received in this regard and the sample, either can be tested on its own, without informing to the authorized person of supplier. However, if the result of such sample report turned out vastly different than the earlier reports, the corporation reserves the right to blacklist the supplier, all persons connected with it, authorized representative and persons concerned with such authorized representative after giving them an opportunity of being heard."

11. PAYMENTS:

- (1) For Order Qty. of 475 MT, Payment will be made for every supply of 125 MT within 15(Fifteen) working days from the receipt of the bills in the respective branch. If bill is found complete in all respect.
- (2) In Case of Order quantity other than 475 MT, the payment schedule will be intimate to suppliers through respective branch.
- (3) The supplier will present bill along with analysis/grading report issued by authorised representative of concern laboratory and goods receipt issued by authorised representative of GSCSCL.
- (4) Payment to the supplier will be made by GSCSC within 15(Fifteen) working days from the date of submission of bill with necessary document to GSCSCL, through Electronic Fund Transfer to the respective Bank Account of the supplier.
- (5) Incomplete bills will not be processed.
- (6) GSCSCL will not be responsible in case of late payment against bills received in respect of goods delivered.
- (7) Only Authorized Representative should deal with the Corporation in respect of payments.
- (8) GeM invoice, supplier invoice, supplier E-way Bill, Goods Receipts notes from Godown & Any other supporting Document Attached with bill for Payment process.

12. PENALTY:-

The supplier will supply order quantity of prescribed quality of goods at designated Taluka center godown. However, in case, if the supplier fails to complete the delivery of goods in time (including late delivery period) and as per the terms and conditions of the tender document, the GSCSCL reserve the right,

(1) Late Delivery/ Supply Penalty.

After the completion of delivery schedule in case the goods will be accepted, at the discretion of GSCSCL, for maximum period of 5 Working days with penalty @ 0.3% per day of purchase value of the goods not supplied during the time limit. No further extension will be allowed in any circumstances or decides by the GSCSCL.

(2) Replacement.

In case of stock getting rejected in cross verification, the supplier shall replace the stock within 07 working days from the date of quality analysis report of FRL mailed to supplier. In case of failure, penalty of 2.5% of the purchase value per MT per day will be recovered.

(3) Rejection Penalty.

Whenever any lot is rejected, Rs.14000/- per Batch shall be recovered for quality analysis report and Rs.100/- per MT for 1st rejection, Rs.200/-per MT For 2nd rejection, Rs.300/- per MT for 3^d rejection and so on. as a penalty by GSCSCL.

a. 3 times Extension will be given but, Considering the prevailing situation GSCSC reserves the right to grant extension of time with or without penalty subject to condition that 100% supply would be completed during such extended period, supplier may be de-barred.

b. In case during a contract, if 40% of monthly Order quantity of the suppliers are rejected in cross verification, the supplier shall be de-barred from participation in next e-auction and if it will be repeatedly happens then the Supplier shall be black-listed from GSCSCL auctions.

c. In case of rejection of sample the suppliers will be given an opportunity to appeal on the basis of merit and demerit.

d. 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 (a), (b) and (c) above.

e. If the supplier fails to supply the goods on account of Force Majeure, the contract for indented quantity stands cancelled between supplier and GSCSCL. In such cases GSCSCL will purchase entire quantity by e-Tender.

f. The GSCSCL will not be liable to any risk and cost, whatsoever, consequent upon such cancellation of the contract.

(4) Not sampled penalty.

Whenever supplier should offer the stock for sampling, it should be available for same qty, should be stacked properly, & in prescribed specification and free from insects, etc. Failure due to any kind of above cues, if sampling process couldn't be carried out by FRL, Rs.5000/-penalty should be levied from supplier

(5) Excess Sample Penalty

If number of samples (No of sample = ordered QTY / 30 MT Batch) increases than per batch Rs.7000/- will be charged by the GSCSCL.

(6) Fails to supply more than 50% of PO Quantity.

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

(7) Fails to supply less than 50% of PO Quantity.

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

(8) Not supplied Quantity.

To cancel the order for the quantity not supplied by the supplier and take an initiative, through GeM Portal to purchase the stock, not delivered by supplier and recover the differential rate between the rates offered by the defaulting supplier in that particular bid and the rates offered in next e-auction by the lowest successful bidder from SD and outstanding payable to suppliers and Supplier will be blacklisted.

(9) **Short Supply Penalty**

In case the goods received at Godown level is Short Supply, in that case the penalty of short supplied quantity is calculated in following manner. Short Supply penalty amount = (short supplied quantity X Rate of Purchase value).

(10) **Packing Material Penalty.**

In case, inner or outer packing fails to meet the prescribed specification at the time of sampling, GSCSCL will not accept the goods.

In case, inner or outer packing fails to meet the prescribed Specification at any point of time after delivery, GSCSCL will charge the penalty at Rs.5/- per kg and this penalty will be imposed on Batch wise quantity.

Maximum Penalty Deduction (All Penalties shown in tender clause No. 12) should not be exceed the 10% of Contract value (Purchase value). If penalties of supplier exceed the capping of Maximum penalty amount (10% of Contract value), disciplinary action (Blacklist/ Debarred) will be taken by GSCSCL.

13. 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.

14. CANCELLATION OF AGREEMENT:-

- (1) The supplier, if breaches any condition or clause of the agreement and instructions issued from time to time, the GSCSCL is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such breach of the agreement.
- (2) If the Government scheme is closed, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped by the GSCSCL then the agreement will automatically come to an end for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against GSCSCL.

15. 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 GeM. 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.

In case of any dispute arise in GeM predefined condition and ATC, ATC Will be consider as final.

16. JURISDICTION:-

For any dispute arises between the parties i.e. GSCSCL and Supplier, Gandhinagar (Gujarat) will be the only jurisdiction.

17. INTIMATION TO THE SUCCESSFUL BIDDER:-

- (1) The lowest bidder of online bidding will be declared as successful bidder by GeM Portal.
- (2) The confirmation will be sent by GeM through mail, to registered email ID.
- (3) The goods will be delivered within stipulated delivery schedule mentioned in purchase order by GSCSCL.

18. 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.

2.3 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.