

Tender Ref no.: 701 Dated – 13/07 /2017

REQUEST FOR PROPOSAL

**EMPANELMENT OF SUPPLIERS FOR SUPPLY OF Encapsulated
Ferrous Fumarate-Double Fortified Salt (EFF DFS) FOR 2017-18
UNDER REVERSE AUCTION MODE**



DIRECTORATE OF FOOD AND CONSUMER AFFAIRS

GOVERNMENT OF JHARKHAND, RANCHI
HEC ENGINEERING HOSTEL NO.2, DHURWA,
RANCHI JHARKHAND

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List of ABBREVIATION

DF&CA	Directorate of Food & Consumer Affairs
JSF&CSC Ltd	Jharkhand State food and Civil supplies Corporation Ltd.
NeML	NCDEX e-Markets Limited
NABL	National Accreditation Board for Testing and Calibration Laboratories
DFS	Double fortified salt
EFF	Encapsulated ferrous fumarate

**Empanelment of suppliers for supply of Encapsulated Ferrous Fumarate-
Double Fortified Salt (EFF DFS) under Public Distribution System Scheme of
Government of Jharkhand for the financial year
2017-18 under Reverse Auction Mode**

Introduction:-

The Government of Jharkhand has appointed DF & CA, as its agency for procuring Double Fortified Salt (EFF) for its Public Distribution System Scheme.

The DF&CA shall follow Reverse Auction procurement mode and has entrusted the same to NCDEX e Markets Ltd (NeML) for conducting e- auction through their electronic trading system for procurement of Double Fortified Salt (EFF) from registered suppliers.

The DF&CA invites applications from the eligible Individuals or partnership firm, Registered Company or Co-operative society or any legal organization which is Manufacturers/ Producers of salt for enrolment as registered suppliers for supply of Double fortified salt (EFF). The procedure for enrolment, registration and terms and conditions of supply under the above-procurement for supply of Double Fortified Salt (EFF) is detailed below:-

1. SCOPE OF WORK:-

1.1 The DF&CA being the appointed agency for procurement of Double fortified salt (EFF) under Public Distribution System Scheme proposes to procure the Double fortified salt (EFF) for 2017-18 financial year from the eligible Individuals or partnership firm, Registered company or Co-operative society or any legal or ganization which is a manufacturers/producers of salt.

1.2 The monthly requirement of double fortified salt (EFF) under this scheme for 2017-18 financial years is approximately 5800 MTs, which has to be supplied to the wholesale points of Jharkhand State Food and Civil Supplies Corporation Ltd (JSF&CSC LTD) situated in all the District of the state of Jharkhand. The list of wholesale points (refer Annexure-4) and the approximate quantity of the Double fortified salt (EFF) required for one month may be seen in Annexure-1. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by respective District Supply officer of Concerned District from time to time.

1.3 Under the above scheme Double fortified salt (EFF) will be procured from the eligible Individuals or partnership firm, Registered Company or Co-operative society or any legal organization which is a Manufacturers/ Producers of salt as per the eligibility criteria mentioned in Section-2 of this Terms and Condition

- 1.4** In order to participate in Reverse Auction process, registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in section-3 of this Terms and Conditions
- 1.5** The inspection and evaluation of samples will be carried out in accordance with specified quality parameters as per the procedure stipulated in section-7 of this Terms and conditions
- 1.6** After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by DF&CA to the suppliers within 30 working days from date of submission of bills as per the procedure stipulated in Section-11 of this Terms and Conditions through Demand Draft to be issued in name of supplier for respective quantity.
- 1.7** The procedure for enrolment and registration of suppliers, terms and conditions of purchase of double fortified salt (EFF) is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website <http://jharkhand.gov.in/food> & www.neml.in for the information of participants.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS

- 2.1** The intending tenderer should be refined free flow iodized salt manufacturers who have established capacity for the production of encapsulated ferrous fumarate double fortified salt (EFF-DFS).
- 2.2** The intending tenderer should be registered with the Salt Commissioner, Government of India for the production refined free flow iodized salt. Manufacturers with less than 10,000MT per annum refined free flow iodized salt capacity will not be considered.
- 2.3** The intending bidder should have the relevant certifications from FSSAI for the production of refined free flow iodized salt and also for the production of double fortified salt (EFF).
- 2.4** The intending bidder should not have been blacklisted by any Government and / or any Government agency for defaulted supply of refined free flow iodized salt and or double fortified salt.
- 2.5** The turnover of the refined free flow iodized salt manufacturer should be a minimum of 5 crores annually exclusively from salt, in the last three financial years.

2.6 The intending tenderer should have established a quality control laboratory for analysis of refined free flow iodized salt for its various constituents and have a full-time/part-time qualified Chemist for carrying out quantitative analysis. They should have or agree to set up additional facilities for analyzing the double fortified salt (EFF) for its iron and iodine content properties in accordance with the testing protocol as stated by the BIS for encapsulated ferrous fumarate double fortified salt.

2.7 In accordance with FSSAI requirements, the intending bidder shall clearly specify in the technical form, the composition of the raw salt, specifically its percentage of NaCl by dry weight that is available for processing at their manufacturing unit, **(as described in the technical specifications in quality parameter in clause 6 and thereafter)**.

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION WITH NCDEX E MARKETSLIMITED

3.1. Self-attested copy of audited Balance Sheet and Profit & Loss account of 2015-16 duly certified by Chartered Accountant.

3.2. Self-attested Copy of the Income Tax returns of last one year i.e. 2015-16with a copy of a PAN card attested.

3.3. Self-attested copy of Certificate of registration under Goods and Services Act asapplicable.

3.4. Relevant certifications from FSSAI for the production of refined free flow iodized salt and also for the production of double fortified salt (EFF).

3.5. Certificate of registration with the Salt Commissioner, Government of India for the production refined free flow iodized salt. Manufacturer certificate for atleast30000MT per annum refined free flow iodized salt capacity.

3.6. Certificate mentioning the composition of the raw salt, specifically its percentage of NaCl by dry weight that is available for processing at the manufacturing unit, **(as described in the technical specifications in quality parameter in clause 6 and thereafter)**.

3.7. An undertaking by the intending tenderer on Rs 100 non-judicial stamp paper establishing a quality control laboratory for analysis of refined free flow iodized salt for its various constituents and have a full-time/part-time qualified Chemist for carrying out quantitative analysis. The tenderer have or agree to set up additional facilities for analyzing the double fortified salt (EFF) for its iron and iodine content properties in accordance with the testing protocol as stated by the BIS for encapsulated ferrous fumarate double fortified salt.

3.8. Declarations on the letterhead of the company with seal and signature of the authorized person, furnishing the details as detailed below

1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.
2. Not having been blacklisted by any organization or Government

3.9. In case of partnership firm or Co-operative or Corporate firm, they should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of Cooperative / corporate body copy of the Board resolution duly authorizing the Chief Executive or the authorized person to register and participate in the Reverse Auction process should be furnished.

3.10. Bank account details of firm with address of the bank, IFSC Code should be furnished on the letterhead of the firm.

3.11. Documents to be enclosed with application for registration to be submitted to NCDEX e-Market Limited. Along with signed copy of RFP from page No.1-27.The format of application is as per Annexure-2 and 3 respectively.The existing members trading cum Clearing Member (TCM), Commodity Participant (CP) of NCDEX e Markets Limited who has renewed the membership for the year 2016-17 need not pay registration fee to NCDEX e Markets Ltd. However, they shall sign (Self attestation) the RFP and submit duly filled application as per Annexure-2.

3.12. A Registration charges of Rs.5000/- and GST as applicable shall be remitted to NCDEX e-Market Limited by way of **Electronic Fund Transfer** in any of the following NCDEX e Markets Limited Accounts for participation in e- auction. The details of fund transfer towards registration charges shall be mentioned in the application furnished as per Annexure-2.

NCDEX e Markets Limited Bank Account Details

Bank Name	Settlement Account	IFSC Code	Branch Name
HDFC Bank	00990690013050	HDFC0000060	Fort, Mumbai
Axis Bank	004010202176820	UTIB0000004	Fort, Mumbai
State Bank of India	30760958792	SBIN0011777	Fort, Mumbai

3.13. DF&CA has planned to conduct a pre-bid meeting with potential manufacturers on date **27.07.2017** All RFP related query would be discussed in pre bid meeting to be held at below mentioned address:-

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GOVERNMENT OF JHARKHAND, RANCHI

HEC ENGINEERING HOSTEL NO.2, DHURWA, RANCHI, JHARKHAND

3.14. The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NCDEX e Markets Limited. Interested participants can also contact the Customer Service Group on phone numbers (022)-66473153/54 or Email-askus@neml.in

EVALUATION OF APPLICATION FOR REGISTRATION.

41. The completed applications along with relevant documents and fee /Registration charges shall be submitted at the following address on or before last date of registration **02.08.2017**

Customer Support Group (DFS Jharkhand)

NCDEX E-Markets Limited

1stFloor, Akruti Corporate Park

L.B.S Road, KanjurMarg (West)

Mumbai- 400078

Ph. No- 022/66473153/54

42. NeML will scrutinize the applications and relevant documents submitted along with the application. The eligible applicants will be enrolled as registered suppliers of Double fortified salt (EFF) under Public Distribution System Scheme for the year 2017-18 and will be issued with registration number / user ID and password by NCDEX e Markets Ltd which will enable them to participate in e-auction as per the terms and conditions.

43. Empanelment done shall be valid for financial year 2017-18. Directorate will conduct auction on quarterly basis for which all empanelled bidder shall be eligible.

44. Such registered suppliers are eligible to participate on electronic bidding system (e- auction) conducted by NCDEX e Markets Ltd as and when scheduled.

5. SCHEDULING OF E-AUCTIONS

51. Based on the requirements, DF&CA will notify NCDEX E-Market Ltd to schedule

auctions on periodic basis. Further such details will be posted on the web site of DF&CA <http://jharkhand.gov.in/food> & www.neml.in Neither the DF&CA nor NCDEX e Markets Ltd will individually intimate to the registered suppliers regarding the e-auction schedule.

5.2. All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document

6.QUALITY PARAMETERS

6.1 Double Fortified Salt –Encapsulated Ferrous Fumarate (DFS-EFF):- Means an edible refined free flow salt fortified with iron and iodine conforming at a minimum to the product standards prescribed by Food Safety and Standards Authority of India (FSSAI), Ministry of Health and Family Welfare, Government of India as per Gazette Notification F.No.P.15025/262/2013-PA/FSSAI dated 5th December 2014 and as amended from time to time as well as BIS Standards IS 16232:2014 as amended on 1st July 2015. The DFS-EFF shall be free from contamination with clay and other extraneous adulterants and impurities. The DFS-EFF salt shall conform to following standards.

Quality specifications for Double fortified Salt (Encapsulated Ferrous Fumarate)

S. No.	CHARACTERISTICS	REQUIREMENT
i)	Moisture, percent by weight, Max	1.5
ii)	Water insoluble matter, Percent by weight, on dry basis, Max	1.0
iii)	Chloride content (as NaCl), percent by weight, on dry basis, Min	98.0
iv)	Matter insoluble in dilute HCL, percent by weight on dry basis, Max	0.30
v)	Matter soluble in water other than sodium chloride, percent by weight, on dry basis, Max	2.5
vi)	Iron content (as Ferrous Fumarate), ppm	850 - 1100
Iodine content, ppm, Min		
vii)	a) Manufacturer's level Min.	30
	b) Distribution channel including retail level Min.	15
viii)	pH value in 5% aqueous solution	3.5 - 7.5
ix)	Sulphate (as SO ₄), percent by weight, Max	1.1
x)	Magnesium (as Mg), water soluble, percent by weight, Max	0.10
xi)	Phosphorous (as P ₂ O ₅), ppm Max.	up to 3100
xii)	Sodium Hexa Meta Phosphate, percent by mass on dry basis, Max	1.0

6.2. Supplier should supply Double fortified Salt (Encapsulated Ferrous Fumarate) as per the rules and regulation of quality in net 1KG weight packaging. It has to be packed in minimum 60 Micron food grade LDPE film Packaging material and 25 packet of such 1 Kg

Iron fortified iodized salt (Double fortified salt (EFF)) should be packed in new 25 kg HDPE WOVEN SACK bag duly machine stitched

6.3. The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and connected rules as regards to adulteration and the double fortified salt (EFF) shall be in accordance with the parameters as specified in clause 6.1 & 6.2 above.

6.4. Suppliers shall be liable for any action or consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in accordance with clause-14 as detailed below. They shall keep the NCDEX e Markets Ltd. indemnified at all times in this regard.

6.5 Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events arising out of such supplies under the scheme.

6.6. For every batch of supply the assaying report shall be submitted to Directorate along with Invoice .Assaying report from below mentioned institution is valid

- NABL accredited laboratory

7. ASSAYING

7.1 To ensure the quality of the supplied double fortified salt (EFF), sample drawn on random basis will be sent to any under mentioned laboratories by DF&CA or any agent(s) depute by DF&CA

- NABL accredited laboratory

7.2 On preparing one batch and in multiples thereafter by the supplier of Double Fortified Salt (EFF), supplier needs to get assaying done by agency mentioned in clause 6.6 and report of assaying has to be submitted with Invoice. Only batches which qualify the test need to be packed and dispatched. If the analyzing report is not found as per prescribed quality specifications, then the Supplier has to offer the new batch for inspection.

7.3 DF&CA, or their designated agent(s), will randomly collect the samples at the Depots/ godowns /FPS shops and gets the samples evaluated. The Sampler will be representative of DF&CA and will retain with him one sample, handover two samples to Depot Supply officer of JSF&CSC LTD and one sample to the representative of the supplier, if present, for retaining as control samples at unloading point. The details of seal number (i.e. the number printed on the tamperproof lock), lot number, vehicle registration number, quantity, date/time, supplier code and serial number of assaying report will be recorded on

the identification label. The label has to be properly sealed with tamper proof seal to the sample bags. The DF&CA may send sample to mentioned government laboratory in para 7.1 for quality check. The results of such testing will be final and binding on the suppliers. In case supplier challenge the result, provision of re-sampling would be done after approval from Secretary DF&CA. Suppliers may note that the cost of assaying will be borne by them and such costs will be deducted while making the payment for supplies made.

7.3.1 DF&CA shall also send poly pack of 1 kg to lab for micron test, cost of which has to be borne by supplier.

7.4 The supplier shall arrange to record tare weight and gross weight on electronic weighbridge before loading and after unloading of the consignment. The copies of weigh bridge receipt along with copy of invoice /delivery challan and assaying report shall be handed over to District Supply officer at the time of giving delivery. Deliveries without valid documents will be rejected and will not be in-warded by the concerned godown manager.

7.5 Consignment will be unloaded at the designated warehouse during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the District supply officer will verify the documents. On confirming the authenticity of the consignment and after being satisfied with the quality of Double fortified salt (EFF) based on the assaying report, directs the representative of the supplier to arrange for recording the gross weight of the consignment on an electronic weighbridge before unloading.

7.6 The stocks in-warded are subject to acceptance as per the assaying report issued as per Clause 6.6. Photo Copy of assaying report will be handed over to district supply officer and original copy are to be submitted to DF&CA.

7.7 After unloading, the tare weight of the truck is recorded on the same electronic weighbridge. The copies of the Weigh Bridge receipts at the unloading point along with other documents i.e. invoice / delivery challan, assaying report and weighbridge receipts at the loading point shall be handed over to the Directorate.

7.8 In case of non-availability of electronic weighbridge facility in the vicinity of the delivery location, then the godown manager shall record the gross weight of 25 packs of Double fortified salt (EFF) packed in HDPE woven sack and also weight of the single packet with Double fortified salt (EFF) on a random basis. Based on the recorded weights he shall arrive at net weight of the consignment. This process of arriving at net weight shall be followed for all the delivered lots.

8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX eMarkets Ltd Platform

8.1. The NCDEX e Markets Ltd after scrutiny of application for registration will enroll the applicants on the platform subject to certain eligibility criteria as prescribed. Eligible suppliers will be allotted with member ID and password.

8.2. Only registered suppliers with such member ID and password are eligible to participate in the electronic bid system i.e. e-auction.

8.3. The NeML will schedule the auctions for the whole state based on the indent placed by the DF&CA and the e-auction calendar will be published on the website of DF&CA. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX e Markets Ltd. However, the registered suppliers may contact DF&CA offices for obtaining details of schedule of e-auctions. In addition, after every e-auction has been scheduled by DF&CA on NCDEX E-Markets Ltd. platform, NCDEX E-Markets Ltd will send the information about the e-auction through an email to each of the empanelled supplier. However empanelled suppliers are advised to rely on the information published on the web site rather than depending on email. Mere non-receipt of email will not be a valid objection for not participating in the e-auction.

8.4. The registered suppliers shall take adequate care and are solely responsible to obtain details of the schedule of e-auctions through the website in their own interest, rather than depending on other mode of information sources.

8.6 The registered suppliers need to deposit 2% (Two per cent) of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd account to participate in the e auctions by way **Electronic Fund Transfer / RTGS** to bank account as per communication done by NeML to registered supplier via mail. The communication through E-mail shall be done as per records available with NeML. Supplier shall contact 022-66473153/54 or mail to askus@neml.in at least 5 working days before E-auction for bank account details.

8.7 The bidder member should intimate NeML for the transfer of funds through the Clearing and Settlement Module- cst.neml.in in the prescribed manner (Contact Customer Service Group on +91 2266473153/54)

8.8 The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX E-Market Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

8.9 In case, if any bid is received 3 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.

8.10 The bidders shall place their bids online on NCDEX E-Market Ltd market.neml.in the online trading system made available by NCDEX E- Market Ltd. as per the terms and conditions of the E-Auction.

8.11 Quantity for the whole state shall be put for e-Auction.

8.12 Only the EMD (Margin Money) of the lowest bidder would be blocked by NCDEX E-Markets Ltd.

8.13 After successful conclusion of e-Auction, in case if a bidder qualifies as lowest bidder. The winning bidders shall deposit 5% security deposit within 5 days from the date of declaration of e-Auction results. Successful bidders need to make sure that sufficient Security Deposit (5 %) is remitted in case of any shortfall after necessary adjustments. NCDEX e Markets Ltd (NeML) will intimate the Security Deposit adjustments to successful supplier (L1).

8.14 EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by NCDEX E-Market Ltd on the withdrawal request made by the bidder through Clearing and settlement module latest by one day from the day of close of E-Auction. The bidder has to submit the withdrawal request for refund of EMD through the system.

8.15 Price to be quoted in delivered weight and quality basis, as per the quality specified for a particular delivery location. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the overall quantity put up for the state.

8.16 The price quoted shall be per Quintal basis for the whole lot and is:

- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST if any payable for delivery at Ware house Point.
- b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at wholesale points of JSF&CSC LTD at block level in respect of the concerned district.

8.17 The Bids of all Bidders who have participated in the E-Auction must remain valid for minimum period of 6 Months from the date of auction.

8.18 The Bidders are required to quote in Indian Rupees per Quintal for each auction. The DF&CA may specify, if desired a ceiling price above which no bids may be accepted

by NCDEX E-Markets Ltd. The reducing tick size shall be Rs. 1. (Rupees one only)

8.19 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to DF&CA by NCDEX e Markets Ltd. The DF&CA, after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by DF&CA will be declared as successful L-1 bidder and the same will be communicated to the successful bidder by NCDEX e Markets Ltd.

8.20 The final results of the E-Auction as approved by DF&CA are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and black listing from further participation in the-auctions for a period of three years.

8.21 Any bid placed using the bidder's user name and the password shall be deemed to be an un conditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the E-Auction 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 E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same.

8.22 The Bid of the lowest bidder of online bidding/E-Auction session (online bidder) will be declared as the Successful bidder by NCDEX e Markets Ltd after getting approval from DF&CA within 10 working days of close of e-Auction. The confirmation of acceptance or rejection of lowest bid will be communicated to the successful bidder by NCDEX e Markets Ltd by mail to registered e-mail (As per NCDEX E-Markets records).

8.23 DF&CA and NCDEX e Markets Ltd shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NeML Platform market.neml.in In case the e-Auctions cannot be held on scheduled date due to Server problems or any other reasons, the e-Auctions will be re scheduled and will be held on alternative day, the details of such date/s will be notified in the website

8.24 The Invitation of Bids, the terms and condition so of the E- Auction, Bid of the Successful bidder, Letter/Email Confirmation/Acceptance issued by the Buyer (DF&CA) to

the successful bidder (herein after called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

8.25 In case of successful bid of the supplier the Security Deposit money will be refunded after execution of supplies by the supplier.

8.26 In case of un successful bid of the supplier the margin money will be refunded the next working day by the exchange. Supplier shall promptly enter the request for refund of EMD (Margin Money) on the Platform. Supplier may contact Customer Service Group on +91-22 66473153/54 for needful assistance. If supplier wishes to retain the margin the same would be allowed by the exchange for participation in the subsequent e auctions.

8.27. The successful bidders will be charged transaction charges of 0.50% (half per cent) of the traded value by NCDEX e Markets Ltd and applicable Goods and Services tax (GST) on transaction charges. Such amount i.e. Transaction charges and applicable GST will be deducted from EMD which would be released after Security Deposit submission to NeML.

8.28. The successful bidder upon receipt of communication regarding acceptance of bid by the DF&CA shall arrange to transfer an amount equivalent to 5% (five percent) of the value of the order as security deposit within 5 days from the date of declaration of e-Auction results by way of electronic fund transfer to NeML bank account to be provided by NeML to the supplier.

8.29 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 14 below.

9. ORDER FOR SUPPLIES

9.1. The short listed supplier who qualifies in e-auction will be issued with purchase orders / indents by the DF&CA. The purchase order to the supplier will be issued subject to payment of prescribed security deposit with the Exchange account. The details of the district offices and location would be furnished by DF&CA.

9.2. The DF&CA does not guarantee the minimum quantity, which will be ordered. The District Supply officer reserves the right to order for only such quantity as may be

necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated wholesale godowns spread across the concerned district.

93. Quantities supplied in excess of the quantity specified in the purchase order will not be paid for. Supply of required quantity should be as indented by the DF&CA. DF&CA at his sole discretion may place Purchase orders/indents by FAX / LETTER / E-MAIL, pending execution of agreement. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Double fortified salt (EFF) to the designated locations.

94. The suppliers are required to enter into an agreement on Rs 100/- non- judicial stamp paper with DF&CA to fulfill the contractual obligations as specified by the DF&CA. The draft format of agreement is furnished vide Annexure-5. One time agreement shall be valid for financial year 2017-18. Agreement not accompanied by document, any alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions.

95. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of this contract.

96. Security Deposit furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of the contract.

97. Non acceptance of purchase order / indents within five days of declaration of e-auction results will amount to forfeiture of Security deposited (SD) along with blacklisting from participating in the subsequent e-auctions for a period of three years.

98. Default in supplies either wholly or partly on account of quality or quantity will result in forfeiture of security deposit.

99. At any stage of supplies under the scheme, if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks within seven days from the date of intimation of rejection of stocks, the security Deposit furnished by the qualified supplier shall be forfeited and action under the existing laws will be initiated to recover such losses.

10. TERMS AND CONDITIONS OF DELIVERY

10.1. The successful suppliers should take adequate precautions to prevent damage or deterioration to Double fortified salt (EFF) during storage/transportation.

10.2. The successful suppliers should deliver at his cost Double fortified salt (EFF) to the designated warehouse/storage place as per the purchase order/indent issued by DF&CA.

10.3. Supplier should supply encapsulated ferrous fumarate double fortified salt (EFF-DFS) as per the rules and regulation of quality in net 1KG weight packaging. It has to be packed in minimum 60 Micron food grade LDPE film Packaging material and 25 packet of such 1 Kg Iron fortified iodized salt (Double fortified salt-EFF) should be packed in new 25 kg HDPE WOVEN SACK bag duly machine duly stitched.

10.4. The Art work for packing in one Kilogram packet with multicolor printing as per DF&CA design shall be provided to the supplier.

10.5 The suppliers shall get the printed packets approved from Director or the authorized official of DF&CA before commencing the production. Any lot of the goods not matching the multicolor printing design as per DF&CA standards shall be penalized.

10.6 The bidder shall complete supply of double fortified salt (EFF) for first Month within 45 days from the date of award of work order by DF&CA and subsequent months' supply shall be completed within first calendar day of subsequent Months. The work order will indicate the staggered delivery period since the requirement is for three months. Such details namely quantity, delivery period for each month, delivery location etc. will be indicated in the work order.

10.7 In case of delayed delivery DF&CA Would impose penalty of 1% of total value of the delayed quantity for first 10 days, In case of subsequent delay penalty of 3 % of trade value on undelivered quantity would be charges for 11th to 20th day. Delivery after 20th day would be charges at rate of 5 % of trade value on undelivered quantity till 30th Day. Any delay after 30 Day would be accepted only after prior approval from Director DF&CA.

11. TERMS OF PAYMENT

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by DF&CA to the suppliers within 30 working days from date of submission of bills with relevant documents to DF&CA as per the procedure stipulated to the suppliers by Demand Draft. DF&CA would pay 80 % of value of delivered quantity based on bill submitted by supplier subject to confirmation of delivery by District supply officer. Balance payment would be done by DF&CA after quality testing

of DFS (EFF) salt supplied to JSFC Godown by DF&CA or their designated agent(s).

11.2 The payment is processed based on the accepted quantity at the designated location, quality certification of each batch by a NABL accredited laboratory as specified in the purchase order/indent.

11.3. The supplier shall submit the following documents with bills of the consignment to the respective wholesale points of DF&CA

- a) Commercial Invoice
- b) Assaying Report for each batch from a NABL accredited laboratory
- c) Electronic Weighbridge Receipts at loading point and unloading point (if electronic weigh bridge facility is available at unloading point)
- d) Stock Receipt issued by District Supply officer and/or any other document for having received the stock at depot/godown location

11.4. The payment will be directly released through Demand Draft to qualified suppliers by DF&CA.

11.5 In case the quality of DFS (EFF) supplied to JSFC failed to comply specification as detailed in Clause 6.1 at any stage of delivery. DF&CA shall have discretion to impose maximum penalty of 100 % of value of DFS (EFF) supplied. The penalty would be decided by Committee under chairmanship of director and amount of penalty would depend on gravity of quality deviation, the opinion of supplier would also be taken into consideration while deciding penalty.

12. PENALTY CLAUSE

12.1. In case if the supplier fails to complete the supplies in time as per indent, the DF&CA reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Double fortified Salt (EFF) from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. Security Deposit will be forfeited and DF&CA may also proceed with blacklisting of the firm depending on the gravity of the situation. Black listing will be for a period of **three years** from the date of said order and the agency will be barred from participating in any tender of DF&CA for that period.

In addition to this, in case of any false/wrong documents are submitted as per clause 3 the DF&CA shall have the right to cancel the agreement and initiate legal action.

12.2 In case of delayed delivery DF&CA would impose penalty of 1% of total value of the

delayed quantity for first 10 days, In case of subsequent delay penalty of 3 % of trade value on undelivered quantity would be charges for 10th to 20th day . Delivery after 20th day would be charges at rate of 5 % of trade value on undelivered quantity till 30th Day. Any delay after 30 Day would be accepted only after prior approval from Director, DF&CA.

12.3 DF&CA may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the supplier, terminate the agreement in whole or in part. **Breach of agreement shall include, but shall not be limited to the following:**

- a) The Supplier stops providing services for continuously 10 (TEN) days when no stoppage of service is shown on the current programme and the stoppage has not been authorized by the DF&CA.
- b) If the Supplier fails to perform any other obligation(s) under the agreement and terms & conditions of the tenderor
- c) The Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation; Notwithstanding the above, the DF&CA may terminate the Agreement for any reasons of quality of Service; reduction in requirements or for any other valid reasons whatsoever. If the Agreement is terminated the Supplier shall stop services immediately.

In the event the DF&CA terminates the Agreement in whole or in part, pursuant to terms and conditions of tender, the DF&CA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to the DF&CA for any excess costs for such similar Goods. If the Supplier fails to reimburse the DF&CA or such excess costs within a reasonable period, the DF&CA may have recourse to the performance Security. However, the supplier shall continue performance of the Agreement to the extent not terminated.

If the supplier fails to perform the duties as laid down in this document the DF&CA may also proceed with the blacklisting of the firm depending on the gravity of situation. Black listing will be for a period of **three years** from the date of said order and the agency will be barred from participating in any tender of DF&CA for that period.

12.4 In Case the successful Tenderer is not adhering to the packaging specification mentioned in clause no10.3 of the RFP, the Directorate shall levy a penalty of 1 lakh rupees per micron reduction from specification, subject to a minimum thickness of 55 micron. Below 55 micron the penalty levied shall be 2 lakh rupees per micron up to 50 micron. The levied penalty shall be adjusted from the payments to the supplier.

13. FORCE MAJEURE

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy or Jharkhand State Government's Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of

any nature and blockades preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as the circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may there by sustain. The party 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. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

14. ARBITRATION:

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Jharkhand, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Ranchi and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. Court situated in Ranchi to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

15. ROLE OF NEML

15.1 With regard to the present Terms and Conditions, the role of NCDEX e Markets Limited is limited only to the extent defined in these Terms and Conditions that NCDEX e Markets Limited shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auctions. By bidding in this e-auction, the bidders acknowledge that NCDEX e Markets Limited shall not be held responsible for any loss that he/she/they may suffer as a consequence of this e-auction or non-adherence of these terms and conditions.

15.2 By entering into the bidding process, DF&CA and the participants of e- auctions including winning bidders agree and accept that the role of NeML under this Terms and Conditions is confined only for providing of electronic bidding platform and carrying out activities which are necessary for settlement of trades as defined in these Terms and Conditions and that NeML shall neither be made party to any dispute between DF&CA and the participants of the e- auctions including the winning bidders/Suppliers relating to any of the terms and conditions of this Terms and Conditions nor shall be held responsible or liable for any claims, losses or damages in any of the disputes arising between the them. Both the DF&CA and the Suppliers shall completely absolve NCDEX e Markets Ltd from any consequences resulting out of this Terms and Conditions and further any disputes between them shall be resolved as per Clause 14 above.

15.3 Both the disputing parties agree to indemnify and keep NeML indemnified against any claims, losses and damages suffered by NeML in this regard.

16. DISCLAIMER

Though adequate care has been taken in preparation of this bid documents, the bidder should satisfy himself/herself that the document is complete in all respect. Intimation of discrepancy, if any, should be given to the below mentioned officer on or before **27.07.2017** If this officer receives no Intimation of discrepancy within the stipulated time, it shall be deemed that the bid document is complete and final in all respect

Director
Directorate of food, and consumer affairs
HEC ENGINEERING HOSTEL NO.2, DHURWA, RANCHI JHARKHAND.

We agree to the above terms and conditions detailed Clauses Sl. No. 1 to 15 of this Request for Proposal for Empanelment of suppliers for supply of Double Fortified Salt (Encapsulated Ferrous Fumarate) under Public Distribution System Scheme of Government of Jharkhand for the financial year 2016-17 under Reverse Auction Mode

Signature of the applicant:

Name:

Place

:

Seal:

Date:

ANNEXURE-1

Estimated quantity of Double fortified salt (Encapsulated Ferrous Fumarate) for One month under Public Distribution System Scheme 2017-

18

(Note: The quantities/locations indicated are only indicative and are subject to actual requirement as may be indented by the respective DF&CA the details of whole sale points will be notified in the e-Auction calendar. The quantities are rounded off to nearest multiple of 10)

S.No.	Name of the Division	Name of the Districts	Total Quantity per Month (in Qtls)
1	Palamu	Palamu	
		Garhwa	
		Latehar	
2	North Chotanagpur	Chatra	
		Hazaribagh	
		Koderma	
		Giridih	
		Ramgarh	
		Bokaro	
		Dhanbad	
3	South Chotanagpur	Lohardaga	
		Gumla	
		Simdega	
		Ranchi	
		Khunti	
4	Kolhan	West Singhbhum	
		Saraikela-Kharsawan	
		East Singhbhum	
5	Santhal Pargana	Jamtara	
		Deoghar	
		Dumka	
		Pakur	
		Godda	
		Sahebgunj	
GRAND TOTAL (in Qtls)			

ANNEXURE-2

**APPLICATION FOR ENROLMENT AS SUPPLIER OF DOUBLE FORTIFIED
SALT (EFF) UNDER PDS SCHEME FOR THE YEAR 2017-18).**

(NOTE: Form should be printed on the letter head of the firm, should be filled up in Capital letters and each page of the application form has to be signed by the authorized signatory)

1. Name of the Applicant	
2. Office Address a) Telephone No. b) Fax No c) Mobile No. d) E-mail e) website	
f) Residential Address g) Residential Telephone No.	
3. Category of Business a) Trader b) Processor c) Manufacturer of DFS d) Others(Please specify)	
3. Factory Address (as applicable) a) Tel..... b) Fax.....	
4. Permanent Income Tax A/c No. (PAN No.)	
5. a) TIN No. (VAT No.) & date. b) CST Reg No. & date.	
6. a) If Partnership firm, Name & Address of all Partners b) If Registered under Companies Act, Name of the Chairman and Managing Director with full address c) Name & Address of Proprietor If Proprietor concern	
7. D.D. No. & Date(payable at Mumbai) or RTGS remittance details towards application/registration fee a) NCDEX e Markets Ltd Rs 5000+ Goods and Services Tax (GST)	
8. Year of Establishment of the firm	
9. Annual Turnover (Rs.in Crore) a) 2013-14	
10. Name of the authorized signatory(a copy of the authorization to be enclosed wherever necessary)	

I hereby agree to abide by terms & conditions stipulated for enrolment as Supplier of Double fortified salt (EFF). The duly signed terms and conditions of RFP document for supply of Double fortified salt (EFF) is enclosed to this application along with relevant documents.

Date:

Name & Signature of the Supplier Place:

Address & Seal:

ANNEXURE - 3

**NCDEX e MARKETS LIMITED REGISTRATION FORM FOR DOUBLE FORTIFIED SALT (DFS-EFF)
E AUCTION PARTICIPATION FOR DF&CA, JHARKHAND**

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 / Registration / Proposed

If Corporate/Partnership Yes No

4. PAN No. / TIN No.

**5. Details of the Chief Executive/ Managing Partner/ Chairman/ Individual/
Proprietor/ Partner (As per FormCP-2)**

Name

Address

City

Pin

Tel. No.

Mob. No.

Fax. No.

Email ID

Contact Person

Name

Designation

6. Name of Stock / Commodity exchange/s on which applicant is aMember

ExchangeName1

Exchange Name2

Exchange Name3

None (if none, please tick in box)

7. Authorized Signatories Details

Name

Address

City

Pin

Tel. No.

Mob. No.

Fax. No.

Email ID

Contact Person Name

Designation

8. Address of Registered Office /Communication address

Address

City

Pin

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

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

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

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 misstatement or misinterpretation or suppression of facts in connection with the application for registration of Double Fortified Salt (EFF) e-auction or breach of any undertaking or condition of admission entails rejection of application or expulsion from membership.

Affix Passport size
photograph of the
Signatory

ANNEXURE :4**District wise details of warehouse for delivery of Double fortified salt (EFF)**

S.	Name of District	JSF&CSC Ltd Godown where double fortified salt (EFF) is to be delivered
1	Ranchi	Kadru 1,2 &3(Ranchi), Kanke , Raatu, Chanho, Mandar, Lapung, Burmu, Bero, Namkum, Ormanjhi, Angada, Silli, Bundu, Sonahatu, Tamad
2	Khunti	Khunti, Torpa, Murhu, Karra, Ardki
3	Gumla	Sisai, Basia, Chainpur, Bazar Samiti (Gumla), Ghagra, Palkot, Bisunpur, Raidih, Dumri, Kamdara
4	Lohardaga	Lohardaga, Kudu, Sunhat, for Lohardaga bazar Samiti (Bhandara)
5	Simdega	Bano, Tethaitangar, Kolebira, Jaldega, Simdega, Kurdega
6	Giridih	Giridih, Gandey, Bengabad, Pirtand, Sariya, rajdhanwar, Jamua, dewri, tisri, gawan, birni , bagodhar
7	Hazaribagh	Bazaar samiti 1, bazar samiti 2 (Hazaribagh), Bisnugarh, Barhi, Barkagaon, Keredari, Chouparan, Katakmasandi, Ichak
8	Ramgarh	Ramgarh, Gola, Pathratu, Mandu
9	Chatra	Chatra, Simariya, Ithkhor, Huntergunj, Pratappur, Tandwa, Lawalong
10	Koderma	Koderma, Satgawan, Jainagar, Markachho
11	Palamu	Overbridge (Daltongang), Paanki, Bisrampur, Bairiya (Daltongang), Harihargang, Chattarpur, chainpur, Patan, Padma, Manatu, Husainabad, Lesligang
12	Latehar	Latehar 1&2, Manika, Chandwa, Balumath, Mahuadand, Garu, Barwadih, Latehar
13	Garwah	Garwah 1&2, Meral, Dhurki, Bhawnathpur, Nagarutari, Ranka, Bhandari, Manjhiaon, Ramna
14	Purbi Singhbhum	Ghatshila, Potka, Patmada, Behragoda, Daalmumgardh, Chakulia, Dumaria, Musabani, Burmamines 1&2, Sakchi 1&2 (Jamesdpur)

15	Paschimsinghbhum	Chaibasa, Jhikpani, Manjhari, Jagannathpur, Novamundi, Sonua, Kumardungi, Manjhgaon, Chakardharpur, Goikera, Bandgaon, Manoharpur, Khutpani, Tonto
16	seraikela-kharsawan	Kuchai, Kharsawan, Ichagardh, Nimdih, Gamharia, Rajnagar, Chandil, Seraikela
17	Dhanbad	Dhansar, Bhaga, Sindri, Bagmara, Topchanchi, Govindpur, Nirsa, Maithan, Tundi
18	Bokaro	Chaas, Bokaro, Chandankyari, Gomia, Petawar, Jainmod, Nawadih, Bermo, asmar
19	Dumka	Dumka, Masliya, Sikaripada, Ranewar, Gopikander, Kantikund, Ramgardh, Saryahaat, Jaarmundi, Jama
20	Deogardh	Deogardh, Madhupur, Sarath, Sarwan, Palajori, Mohanpur
21	Jamtara	Jamtara, Narayanpur, Nala, Kundahit
22	Sahebganj	Boriyo, Udhwa, Rajmahal, Taljihari, Barharwa, Barhet, Madro, Jharna, Patan
23	Pakur	Pakur, Maheskut, Pakuriya, Hiranpur, Littipara, Amrapara
24	Godda	Godda, Pathargawan, Meharwa, Pouryahat, Sundarpahari, Boarijor, Mehawan

ANNEXURE :4

Agreement format

1. The registered supplier if selected as L-1 rate supplier and shall deposit an amount equivalent to 5 % (five per cent) of the value of the order as security deposit by way of electronic fund transfer to the NeML account on request upon completion of the supply of Double fortified salt (EFF) in accordance with the quantity, quality and delivery schedule specified in the indent / purchase order issued by DF&CA or the extended period, if any, subject to satisfactory performance or execution of the indent / purchase order.
2. The DF&CA does not guarantee the minimum quantity, which will be ordered for supply. The DF&CA reserves the right to order only such quantity as may be necessary and the supplier is bound to supply the ordered quantity only. Quantities supplied in excess will not be paidfor.
3. The bidder shall complete supply of double fortified salt (EFF) for first Month within 45 days from the date of award of work order by DF&CA and subsequent Months supply shall be completed within first calendar day of subsequent Months. The work order will indicate the staggered delivery period since the requirement is for three months. Such details namely quantity, delivery period for each month, delivery location etc. will be indicated in the work order

1) Quality Parameter

The quality parameters for double fortified salt (EFF) are detailed below:

Double Fortified Salt –Encapsulated Ferrous Fumarate (DFS-EFF):- Means an edible refined free flow salt fortified with iron and iodine conforming at a minimum to the product standards prescribed by Food Safety and Standards Authority of India (FSSAI), Ministry of Health and Family Welfare, Government of India as per Gazette Notification F.No.P.15025/262/2013-PA/FSSAI dated 5th December 2014 and as amended from time to tome as well as BIS Standards IS 16232:2014 as amended on 1st July 2015. The DFS-EFF shall be free from contamination with clay and other extraneous adulterants and impurities. The DFS-EFF salt shall conform to following standards

Quality specifications for Double fortified Salt (Encapsulated Ferrous Fumarate)

S. No.	CHARACTERISTICS	REQUIREMENT
i)	Moisture, percent by weight, Max	1.5
ii)	Water insoluble matter, Percent by weight, on dry basis, Max	1.0
iii)	Chloride content (as NaCl), percent by weight, on dry basis, Min	98.0
iv)	Matter insoluble in dilute HCL, percent by weight on dry basis, Max	0.30
v)	Matter soluble in water other than sodium chloride, percent by weight, on dry basis, <i>Max</i>	2.5
vi)	Iron content (as Ferrous Fumarate), ppm	850 - 1100
Iodine content, ppm, <i>Min</i>		
vii)	a) Manufacturer's level Min.	30
	b) Distribution channel including retail level Min.	15
viii)	pH value in 5% aqueous solution	3.5 - 7.5
ix)	Sulphate (as SO ₄), percent by weight, <i>Max</i>	1.1
x)	Magnesium (as Mg), water soluble, percent by weight, Max	0.10
xi)	Phosphorous (as P ₂ O ₅), ppm Max.	upto 3100
xii)	Sodium Hexa Meta Phosphate, percent by mass on dry basis, Max	1.0

- 1.1** Supplier should supply encapsulated ferrous fumarate double fortified salt (EFF-DFS) as per the rules and regulation of quality in net 1KG weight packaging. It has to be packed in minimum 60 Micron food grade LDPE film Packaging material and 25 packet of such 1 Kg Iron fortified iodized salt (Double fortified salt-EFF) should be packed in new 25 kg HDPE WOVEN SACK bag duly machine duly stitched.
- 1.2** The supplier is expected to ensure that the double fortified salt (EFF) delivered to the designated warehouses of JSF&CSC LTD adheres to the quality parameters as stipulated by the DF&CA.
- 1.3** The Successful qualified suppliers will be solely responsible for consequences for any violation of the Food Safety and Standards Act 2006 and rules applicable thereon as regards to adulteration and the double fortified salt (EFF) shall be in accordance with the parameters as specified in clause-1.1 above.
- 1.4** Suppliers shall be liable for any action consequences that may arise due to non-adherence to quality parameters. Any disputes shall be settled in accordance with clause-12 of this agreement. They shall keep the NCDEX e Markets Ltd indemnified at all times in this regard.
- 1.5** Apart from the above, in the event of any harm caused due to supply of bad quality, the concerned supplier shall be held solely responsible of any losses/damages to the events

arises under the scheme.

- 1.6** The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of adulteration in the DOUBLE FORTIFIED SALT(EFF) supplied. Without prejudice to the right of the DF&CA to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

2 PRICE QUOTED FOR SUPPLY OF DOUBLE FORTIFIED SALT (EFF)

BY THE SUPPLIER

2.1. The price quoted shall be per Quintal basis for the total lot and is:

- a) Inclusive of all incidental expenditure, cost of assaying, transaction charges, taxes including GST if any payable for delivery at block level.
- b) Inclusive of cost of packing, transportation charges, transit insurance and unloading charges for delivery at wholesale points of JSF&CSC LTD at block level in respect of each district.

2.2The Supplier had agreed to supply double fortified salt (EFF) to the destinations mentioned in the work order at the rate, quality and quantity as detailed in indent / purchase order issued by DF&CA and quality as mentioned in RFP.

2.3 In case the supplies are not effected within stipulated time as per indent/purchase order the DF&CA is at liberty to purchase the item from any other alternative source and recover the extra cost if any, from the supplier and initiate action as detailed in clause 9.8 and 9.9 of RFP document.

3 PAYMENTS

3.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by DF&CA to the suppliers within 30 working days from date of submission of bills as per the procedure stipulated in Section-11 of "REQUEST FOR PROPOSAL Empanelment of Suppliers for supply of Double fortified Salt (EFF) under Public Distribution Scheme of Government of Jharkhand for the financial year 2016-17 to the suppliers by Demand Draft

3.2The following deductions will be effected while processing the bill of the supplier for payment.

3.2.1. Weight difference, if any

3.2.2. Cost of assaying charges.

4 PENALTYCLAUSE:

4.1 In case if the supplier fails to complete the supplies in time as per indent, the DF&CA

reserves the right to cancel the order for non-supplied quantity, mentioned in the purchase order and proceed with the purchase of the same item from the open market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd. The difference in cost if any, for procurement of Double fortified salt (EFF) from the above alternative sources will be recovered from the defaulted supplier by initiating legal action. Security Deposit will be forfeited and DF&CA may also proceed with blacklisting of the firm depending on the gravity of the situation. Black listing will be for a period of **three years from** the date of said order on the supplying agency in the barred from participating in any tender of DF&CA for that period.

In addition to this, in case of any false/wrong documents is submitted as per clause 3 of the RFP the DF&CA shall have the right to cancel the agreement.

4.2 In case of delayed delivery DF&CA Would impose penalty of 1% of total value of the delayed quantity for first 10 days, In case of subsequent delay penalty of 3 % of trade value on undelivered quantity would be charges for 11th to 20th day . Delivery after 20th day would be charges at rate of 5 % of trade value on undelivered quantity till 30th Day. Any delay after 30 Day would be accepted only after prior approval from Director, DF&CA.

4.3 Any clause or clauses or part of the clause/clauses of this contract may be revised during the currency of this contract, when considered necessary by DF&CA.

4.4 In case the appointed suppliers fails to fulfill the obligation of contract by not supplying the indented goods within the stipulated time or violates any condition or partial violation of the terms and conditions or fails to give agreement with in the stipulated time, he is liable to be placed under “BLACK LIST” in addition to forfeiture of the Security Deposit and any consequential damage / loss to the DF&CA will be recovered from the supplier.

4.5 The supplier will be held criminally responsible and liable for the loss or damage to the life of the consumer on account of Adulteration in the goods supplied. Without prejudice to the right of the DF&CA to proceed against the supplier legally for recovery of loss or damages on account of breach of contract.

4.6 The supplier shall adhere to the provisions of relevant Act and connected Rules thereupon in connection with supply of Double fortified when weighed. Any deviation to this standard weight would attract penalty and action as per the rules.

4.7 DF&CA reserves the right to terminate the contract, during the period of the agreement, with TEN days“ notice, for breach of any terms and condition of this agreement or due to change in the policy guidelines of either the Government of Jharkhand or DF&CA.

4.8 NCDEX e Markets Ltd will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NCDEX e Markets Ltd for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them.

4.9 In Case the successful Tenderer is not adhering to the packaging specification mentioned in clause no 10.3 of the RFP, the Directorate shall levy a penalty of 1 lakh rupees per micron reduction from specification, subject to a minimum thickness of 55 micron. Below 55 micron the penalty levied shall be 2 lakh rupees per micron up to 50 micron. The levied penalty shall be adjusted from the payments to the supplier.

5 TERMINATION

The DF&CA may, without prejudice to any other remedy for breach of agreement, by written notice of default sent to the supplier, terminate the agreement in whole or in part. **Breach of agreement shall include, but shall not be limited to the following:**

- a) The Supplier stops providing services for continuously 10(TEN) days when no stoppage of service is shown on the current programme and the stoppage has not been authorized by the DF&CA.
- b) If the Supplier fails to perform any other obligation(s) under the agreement and terms & conditions of the RFP or
- c) The Supplier goes bankrupt or goes into liquidation other than for a reconstruction or amalgamation; Notwithstanding the above, the DF&CA may terminate the Agreement for any reasons of quality of Service; reduction in requirements or for any other valid reasons whatsoever. If the Agreement is terminated the Supplier shall stop services immediately. In the event the DF&CA terminates the Agreement in whole or in part, pursuant to terms and conditions of tender, the DF&CA may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the Supplier shall be liable to the DF&CA for any excess costs for such similar Goods. If the Supplier fails to reimburse the DF&CA or such excess costs within a reasonable period, the DF&CA may have recourse to the Security Deposit. However, the supplier shall continue performance of the Agreement to the extent not terminated.

If the supplier fails to perform the duties the DF&CA may also proceed with the blacklisting of the firm depending on the gravity of situation.

6 CONDITIONS REGARDING REJECTION OF MATERIALS

6.1 If the supplies are not in conformity with the specification prescribed as per clause –1 of this agreement, such materials are liable to be rejected. The suppliers may note that as per clause-7of “REQUEST FOR PROPOSAL Empanelment of Suppliers for Supply of Double Fortified Salt (EFF) under Public Distribution System Scheme of Government of Jharkhand through NCDEX e Markets Ltd for the financial year 2017-18 if the quality of Double Fortified Salt (EFF) fail to comply with the specifications as per the report submitted assaying agency, the material will be rejected. In such an event the supplier will be called upon to supply the material a fresh.

6.2 In the event supplier failing to make good the rejected stocks or fails to offer alternate lots which qualify the specifications, the Security Deposit will be forfeited and action will be initiated to recover further loss, if any.

6.3 In case if fresh supplies are not effected against rejected lots within 7 days, the DF&CA is at liberty to purchase the item from any other alternative source or through re-auction and recover the extra cost if any, from the supplier apart from Security Deposit furnished by the supplier.

7 FORCEMAJEURE:

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India or Jharkhand State Government policy, restrictions (excluding any stock limits), strikes or lock-outs by workman, war, military operations of any nature and blockade preventing the Seller/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as the circumstances prevail, provided that, in the event of the circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may there by sustain. The party 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 .A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances

8 ARBITRATION:

In case of any disputes relating to supplies including the interpretation of any of the Clause/Clauses of the agreement, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Jharkhand, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Ranchi and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in

accordance with the Arbitration and Conciliation Act, 1996. Court situated in Ranchi to the exclusion of all other courts in India, only shall have the jurisdiction in the matter. In witness whereof the parties hereto have set their hands on the day and date herein before mentioned in the presence of:

WITNESS:

1.

2.

Officer (DF&CA) Seal

Signature of Supplier