

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	07-05-2026 13:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	07-05-2026 13:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम / Department Name	Department Of Food And Public Distribution
संगठन का नाम / Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम / Office Name	Regional Office, Delhi
कुल मात्रा / Total Quantity	700
वस्तु श्रेणी / Item Category	Malathion 50% Emulsifiable Concentrates (V3) Conforming To IS 2567 (Q2)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	1 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	8 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	30 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a

certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

7. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Malathion 50% Emulsifiable Concentrates (V3) Conforming To IS 2567 (700 container(s))

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
General Requirement	Description	It is an insecticide used to control various insects/pests.
	Major uses of insecticide	Agriculture Use
Governing standards and certification	Conforming to IS and latest amendment	Conforming to IS 2567
	Compliance to The Insecticide Act and extant Rules	Yes
	Availability of valid Central insecticides Board (CIB) registration	Yes
	Availability of valid manufacturing/reselling license	Yes
Physical Characteristics	Material Requirements	As per clause 2 of IS 2567
	Malathion % as per IS 2567	50 %
Shelf Life	Shelf Life	Agree to supply the product with at least 75% residual shelf life at the time of material supply.
Packing and Marking	Packing And Marking Norms	As per clause 3 of IS 2567
	Packaging Type	As per latest Central insecticides Board (CIB) registration
	Packing Size	1 L, 5 L

परिषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Harish N S	110007, Food Corporation of India, District office Shaktinagar,	400	15
2	Rupesh Kumar Shaw	110064, Food Corporation of India, District Office, Mayapuri, Naraina	300	15

Special terms and conditions-Version:1 effective from 17-12-2025 for category Malathion 50% Emulsifiable Concentrates (V3) Conforming To IS 2567

1. Seller should agree to provide all relevant documents, Test Report/Supporting document / reports etc.

to the buyer at the time of bidding or on demand.

2. Buyer may verify the documents at the time of supply. Buyer may also verify that the products comply to the description.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

5. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

6. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. **Generic**

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

24

Shelf Life. On the date of supply, minimum

24

usable shelf life should be available / balance.

8. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

9. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

10. **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.

11. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

12. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

13. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

14. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Inspection

I) Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the Seller):

After deciding the L-1, the supply order shall be placed to the vendor/supplier for the intended quantity.

- Buyer will nominate an Inspecting officer/committee for Inspection and testing of the offered batch to be conducted at the supplier's premises before dispatch.
- The Inspecting Officer/Committee shall draw samples from the offered batch as per BIS IS 10627 (copy enclosed) and its updates from time to time.
- Samples shall be sealed, labelled and sent to NABL accredited lab for their testing.
- The offered batch shall be jointly sealed to ensure that no tempering shall be done to the batch till the declaration of the result of the sample by the concerned laboratory. Pre-Dispatch testing charge shall be borne by the supplier.
- The pre-dispatch inspection report shall be submitted to all concerned authorities.
- If the sample is passed, the same shall be informed to the supplier.
- If the sample fails, the offered batch shall be rejected, and the vendor may be asked to offer another batch, and the process of pre-dispatch inspection shall be initiated afresh.
- Concerned Regional office will nominate an Inspecting officer/committee for Inspection and testing of the offered batch to be conducted at the supplier's premises before dispatch.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

DISPATCH OF CONSIGNMENT:

- The nominated Inspecting officer/committee shall once again visit the vendor's premises to dispatch the batch that was subjected to testing.
- Consignment details shall be shared to consignee i.e. QC Official posted in the depot/Store In-charge.

RECEIPT OF CONSIGNMENT:

- Upon receipt of the consignment, the consignee shall verify the consignment with reference to the details shared, including Lot/Batch No. A thorough inspection and physical verification shall be conducted to ensure the quantity received and the condition of the store.
- Products of different batches shall not be accepted under any circumstances. If delivery of a lesser quantity is reported at any stage, the shortfall shall be supplemented only from the same Lot/Batch.
- In case of any anomalies like broken seals, tempering of stores, lesser quantity received, etc., the same shall immediately be intimated by the consignee to the concerned Regional office with a copy endorsed to the supplier.
- If everything is found in order, the Concerned Regional office shall be intimated for initiating the process of Post-Dispatch Inspection (Super-Check) with a copy endorsed to the Zonal Office.
- The consignment received shall not be used and shall be kept safe under the custodian till completion of the testing by the QC representative of the ED (Zone).

II POST-DISPATCH INSPECTION (SUPER-CHECK):

- a. The Regional office shall inform the Zonal office and the supplier of the receipt of the con

signment and shall share all the details to enable them to conduct the Post-Dispatch Inspection (Super-Check).

- b. The Executive Director (Zone) shall nominate an officer not below the rank of AGM QC.
- c. The nominated officer shall draw the samples by giving prior intimation to the supplier to associate and associating QC staff at Depot (preferably Store-in charge).
- d. Samples shall be jointly sealed and sent confidentially to any reputed NABL Accredited Government laboratory. The Zonal Office shall bear the post-dispatch testing charge.
- e. If the sample is passed, the result shall be conveyed to the Regional office, including the concerned DO/Depot/Supplier and cleared for the store.
- f. If the sample fails, then, if suppliers wish to appeal, another sample shall be drawn from the same batch, associating the representative of suppliers and would be tested again in the same Lab. If failed, the entire consignment shall be rejected and lifted by the supplier at their own risk and cost, without financial liability to FCI as stipulated in MTF.
- g. The concerned zonal office shall inspect within a period of **15 days** from the date of receipt of communication from the Regional Office.
- h. A penal clause shall be incorporated in the tender document stipulating that, in case any chemical (pesticide) is found non-conforming to the prescribed specifications during post-dispatch testing, the supplier shall be required to replace the entire batch within **30 days**, failing which appropriate penal action shall be initiated as per tender provisions.

1) Documents to be submitted by the bidder in along with technical bid:- (If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the Security Deposit /Earnest Money Deposit of the Contractor will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.)

- Documents proving firm as OEM or Authorized Supplier. If bidder is other than manufacturer, then copy of OEM authorization certificate is required. Documentary proof to establish sole proprietorship/ attested copy of Registered Partnership deed (in case of Partnership), Authorization letter, Power of attorney, etc. as the case may be. Copy of the Memorandum of Association, Articles of Association along with certificate of Incorporation, Resolution of BOD authorizing the signatory to sign the Tender (in case of Ltd. Company).
- Copy of valid BIS certificate confirming the product to IS-2567 with up to date amendments.
- Copy of valid Central Insecticides Board's (CIB) Registration Certificate (as per Insecticides Act & Rules).
- Copy of Valid Manufacturing License to manufacture the product offered as per BIS specifications IS-2567 with up-to-date amendments
- Caste certificate issued by the appropriate authority as per law, if the proprietor belong to SC/ST
- Experience criteria, Past performance (Contract or Supply order to be provided)
- OEM Annual turnover, Bidder turnover
- GST and PAN details.
- Latest Self declaration (On official letter head) for not being blacklisted by any authority.
- MSME Certificate
- Signed copy of the bid document

- Bank details and copy of cancelled cheque

2. Corrupt practices:

· Bidder must upload all the required/ mentioned document only at the time of participation in tender, no document will be accepted subsequently (After technical Bid opening).

- Bidder must upload all the required/ mentioned document only at the time of participation in tender, no document will be accepted subsequently (After technical Bid opening)

3. Consignee's right of rejection :

· Notwithstanding any approval which the Inspecting Officer of the Corporation may have given in respect of the stores or any materials or other particulars of the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and notwithstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser to reject the stores or any part, portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the Terms & Conditions of the Bid and/or in the Indent /Supply Order and if such stores or any part, portion or consignment thereof is not in all respect in conformity with the terms and conditions of the contract whether on account of any loss deterioration or damage before dispatch or delivery or during transit or otherwise howsoever.

- Provided that where, under the terms of the contract the stores are required to be delivered to an interim consignee for the purpose of dispatch to the consignee, the stores shall be at the purchaser's risk after their delivery to the interim consignee; but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respect in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee. Provisions relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

- If the contractor breaches any of the terms and conditions of the contract or fails to deliver the stores or any installment thereof within the period fixed for such delivery in the Bid or Supply Order or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the right to recover damages for breach of the contract:

(i) Recover from the contractor liquidated damages (which are genuine pre-estimation of damages and not by way of penalty) @ 2% of the price of a stores which the contractor has failed to deliver within the period fixed for delivery in the Bid for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, or

(ii) Purchase or authorize the purchase of the stores at the risk & cost of the contractor to the extent of quantity not delivered without cancelling the contract in respect of the installments not yet due for delivery. The corporation may purchase stores of similar description where stores exactly complying with particulars are not readily procurable in the opinion of the Corporation which shall be final, or Where action is taken under sub-clause (b) above, the contractor shall be liable for any loss which the purchaser may sustain on that account provided the purchase or, if there is an agreement to purchase, such agreement is made (in case of failure to deliver the stores) within six months from the date of such failure and in case of repudiation of the contract, within six months from the date of termination to the contract. The contractor shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the Corporation. It shall not be nec

essary for the purchaser to serve a notice of such purchase on the contractor.

4. Termination and Blacklisting:

- After the receipt of the chemical, if FCI finds that the chemical supplied is defective or otherwise not in accordance with the contract, the same will be rejected and notified to the supplier there of immediately. The notice shall state the objections of FCI with reasons. The decision of the FCI in this regard shall be final. The supplier shall then have to replace the defective material so rejected within a period of 15 days of issue of such notice at his risk and cost and also ensure compliance as per the terms and conditions of the contract. If the contractor fails to replace the material within the time limit, FCI reserves the right to terminate the contract forthwith without assigning any reason and shall BLACKLIST the supplier for a period of one year.
- Also, If the chemical is found inefficient at field level, FCI reserves the right to retest the chemical from Govt. owned Lab/ NABL accredited Lab across the country for quality/efficiency and efficacy check at any point of time before its expiry period. If on testing, the chemical fails under quality parameters, the above-stated procedure of replacement of chemical or termination shall be applied accordingly.
- It would be in the interest of the Bidders to study the specifications thoroughly before quoting

5. OTHER INSTRUCTIONS TO BIDDERS

Party would not be absolved of the responsibility of delivering the indented stores within the stipulated time schedule and liability of L.D. charges/Risk and Cost clause due to any purely commercial reasons, including but not restricted to, non-availability of raw materials, abnormal increase in price of raw materials or any other input costs, changes in any of the Tax or Duty structure, changes in other Regulatory requirements of any Govt. Department, abnormal increase in the cost of logistics and transportation, any variation in Exchange Rate, sabotages/damages attributable to the seller or any employee or agent of the seller, closer/disruption of operations due to industrial unrest within the seller origination, closer/ disruption of operations directly initiated by the party etc.

6. The Product should be unloaded/ delivered at the consignee end.
7. Material supplied should not be more than 03 months old from the date of manufacture at the time of dispatch of stores to the designated consignee.
8. A Hindu Undivided Family (HUF) shall not be entitled to apply for Bid. Any Bid submitted in the capacity of Hindu Undivided Family shall be summarily rejected.
9. **Labelling:** Additional marking on the container must be "Government supply"
10. Rate quoted by Seller/ Bidder must be inclusive of GST.
11. Bidder must upload all the required/ mentioned document only at the time of participation in tender, no document will be accepted subsequently (After technical Bid opening).
12. Bidders who have been blacklisted/ terminated or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector. Undertaking will be ineligibility during the period of such blacklisting/ termination.

13) Security Deposit

- The successful bidder shall also deposit an amount equivalent to 5% of the total cost of ordered quantity of chemical with the Regional Office, FCI, DELHI within 7 (seven) working days from the date of issue of supply order by way of Electronic Clearing System (ECS)/other electronic means in favor of :

Bank Details of FCI R.O. Delhi	
Bank Name	FOOD CORPORATION OF INDIA
Account No.	10964572310
IFS Code.	SBIN0001282
MICR Code.	110002032
Branch .	EAST PATEL NAGAR, NEW DELHI

In case of failure of Bidder to deposit the Security Deposit mentioned within seven

working days from the date of issue of Supply Order, further extension of seven working days can be given by FCI subject to levy of penalty @ 1% along with applicable GST of Security Deposit.

- In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.
- The Security Deposit/Bank Guarantee will be refunded/released only after satisfactory execution of contract and complete consumption of Stores or expiry of the guarantee period of the product supplied whichever is earlier and on submission of "NO DUES CERTIFICATE" issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Supplier on any account and all other losses /damages that the Corporation is entitled to recover from the Supplier. No interest is payable to the contractor on the Security Deposit amount for the period it is held by the buyer.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid.

Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The

Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---