

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	28-08-2025 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	28-08-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	60 (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	Ap Region, South Zone
कुल मात्रा / Total Quantity	4100
वस्तु श्रेणी / Item Category	Deltamethrin 2.5% WP as per IS 13457 (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों 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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	16728

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### लाभार्थी /Beneficiary :

General Manager Region

Ap Region, South Zone, Department of Food and Public Distribution, Food Corporation of India (FCI), Ministry of Consumer Affairs Food and Public Distribution (Fci)

## विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

## एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	Yes
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## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. 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.

2. 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.

3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1

v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### **Deltamethrin 2.5% WP As Per IS 13457 ( 4100 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 कैटेगरी 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)
Certification	Whether ISI marked	YES
Packing	Packing material	"LDPE bags of thickness not less than 0.062 mm, which then be packed in HMHDPE"
	<b>Packing size of container (in kg)</b>	0.1, 0.25, 0.3, 0.5, 1, 2, 5, 10, 20
Labeling	Additional marking on the container	Government Supply, NA

#### **परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Mattaparthi Venkata Lakshmi Sankara Muthyala Rao	533001, Food Corporation of India, Parlow Peta, Sanjay Nagar, New Port Area, Kakinada, Andhra Pradesh- 533001	1650	15
2	Varun Dev G	530008, Main Depot Vishakhapatnam, Kancharapalem Post, Vishakhapatnam 530008	70	15
3	Bogiri John Bunyan	524320, Food Corporation of India, Food Storage Depot, Kakatur(Village), Golagamudi Road, Venkatachalam(Mandal), SPSR Nellore. Pincode: 524320	210	15
4	Gundimeda Pratap Kumar	534005, FOOD CORPORATION OF INDIA FSD ELURU KANDRIKAGUDEM NEAR RTO OFFICE CHIBTALAPUDI ROAD ELURU ANDHRA PRADESH 534005	1380	15

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
5	N Kubera Nayaka	522501,Manager (Depot), FOOD CORPORATION OF INDIA, Food Storage Depot , Krishna Canal Depot , Tadepalli Guntur District – 522501 Ph no: 8096960066	790	15

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### **ADDITIONAL TERMS & CONDITIONS (ATC)**

- BIS:** The Stores shall conform to BIS specification No. IS-13457-1992 as amended up to date.
- Physical Description:** The material shall be fine, free flowing, whitish, homogeneous powder, free from visible extraneous matter and hard aggregates. It shall wet readily on mixing with water, providing a Suspension suitable for use as spray. The efficacy of the product should remain intact without any reduction in its potency/intensity before expiry of a minimum period of Two Years from the date of manufacture.
- Chemical Description:** Deltamethrin technical 98% Min, R. Deltamethrin 1%, Becisthemic Acid Chloride 0.2% Max, Becisthemic Acid Anhydride 1% & Phenoxy Cynobenzyl Alcohol 0.5% Max.
- Packing:** Packing shall be as per BIS specifications with upto date amendments and it should be capable of withstanding rough handling during transit. The entire responsibility for safe arrival of stores at destination rests with the supplier only. In 10 kg pack, the material shall be packed in 300 gauge capacity LDPE bags of thickness not less than 0.062 mm, which then can be packed in mild steel containers provided with LDPE liners of thickness not less than 0.062 mm.
- Marking:** The container shall bear legibly and indelibly the following information in addition to the information as is necessary under the Insecticides Act, 1968 and The Insecticides Rules, 1971 framed there under:
  - Name of the material
  - Country of origin
  - Indication of the source of manufacture
  - Date of manufacture and date of expiry
  - Batch Number

- f. Net mass of contents
- g. Nominal Deltamethrin, 2.5% W.P.
- h. The cautionary notice worded as in the Insecticides Act, 1971.
- i. The store shall bear ISI (BIS) mark.

**6. Earnest money:** Each bid must be accompanied by an **Earnest Money Deposit (EMD) of Rs. 16,728/-**. The Bidders shall deposit Earnest Money in the stipulated FCI account through RTGS/NEFT on or before Bid submission closing date and time and the scanned copy/soft copy of RTGS/ NEFT acknowledgment of such deposit shall be uploaded along with the Technical Bid. Any bid not in accordance with Terms and Conditions mentioned above will be rejected by FCI as non-responsive.

The Bids not accompanied by the prescribed EMD, and not in the prescribed form shall be rejected summarily unless otherwise specifically exempted as per the policy of Government of India issued from time to time.

The Earnest Money will be returned / refunded to unsuccessful Bidders within a period of 15 days from the date of disqualification in the case of Bidder whose Technical Bid is disqualified, and within a period of 30 days from the date of issue of the Contract Order in the case of all other Bidders and to a successful Bidder, after he remits the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money in any case to any of the bidder.

EMD shall be liable for forfeiture if the Bidder resiles from his offer or modifies his offer and/or violates the Terms and Conditions thereof in any manner, after the last date and time fixed for submitting the Bid, it being understood that the Bid Documents have been made available to him and he is being permitted to Bid in consideration of his agreement to this stipulation. The Bidder is free to modify his offer before the last date and time fixed for submitting the Bid but if he does not re-submit his offer before the said date and time thereby completely withdrawing the offer, his EMD is liable to be forfeited.

The Earnest Money is also liable to be forfeited in the event of the Bidder's failure after the acceptance of his Bid to furnish the requisite Security Deposit by way of Bank Guarantee by the due date including extension period if any, as per terms of the Bid, without prejudice to any other rights or remedy available to the corporation under the contract and law.

If any of the attached/uploaded documents are found to be forged/fabricated at any stage or the Bidder conceals any material information, before or after the award of the Contract and/or expiry of the Contract, the Earnest Money Deposit/ Security Deposit / Bank Guarantee of the Contractor as the case may be, will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law. Bidders must quote their Income Tax Permanent Account Number (PAN).

## **7. Signing/submission of bid:**

- a. Person or persons signing /submitting the Bid shall state in what capacity he is or they are signing/submitting the Bid, e.g. as sole proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company.
- b. In the case of Registered Partnership Firms, the names of all the Partners should be disclosed and the Bid shall be signed by all partners or their duly Constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copy of the Registered Partnership Deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary should be uploaded.
- c. In case of a limited Company, the names and addresses of all the Directors, Bankers, Auditors shall be mentioned and it shall be certified that the person signing the Bid is empowered to do so on behalf of the company. Scanned copies of the Memorandum and Articles of Association of the Company, Certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 3 years, Resolution of BOD authorizing the signatory to sign the Bid shall be uploaded.
- d. A Hindu Undivided Family (either as a proprietor or partner of Firm) shall not be entitled to apply for Bid. Any Bid submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of Firm) shall be summarily rejected.
- e. Any Bidder from a country, which shares a land border with India, will be eligible to bid in this bid only if the Bidder is registered with the Competent Authority, i.e; Registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- f. The persons competent to sign/submit the Bid Form or any document forming part of the Bid on behalf of another shall be responsible to produce a proper Power of Attorney on the non - judicial stamp paper of ap

appropriate value duly executed and attested by a notary in his favour, stating that he has Authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the Bid fails to produce the said Power of Attorney his Bid shall be liable to summary rejection without prejudice to any other right of the Corporation under the Contract and Law. The "Power of Attorney" should be signed by all the Partners in the case of Registered Partnership Concern, by the Proprietor in the case of the Proprietary Concern, and by the person who by his signature can bind the company in the cases of a Limited Concern.

## **8. Security Deposit:**

- a. The successful Bidder shall furnish within 07 working days from the date of issue of Contract Order Security Deposit in the form of an irrevocable, unconditional **Bank Guarantee of the value equivalent to 5% of the total cost of ordered quantity of store(s) with validity of thirty nine months** (in the attached format - Annexure B) from a Scheduled commercial bank notified by RBI (excluding all Urban/Rural/State Co-Operative banks and Gramin Banks) to Food Corporation of India, Regional Office, Rajanarendra building, Patamata, Vijayawada - 520007. In case the Bidder fails to furnish the Security deposit in the form of Bank Guarantee within the prescribed period, the Corporation reserves the right to terminate the contract, forfeit the EMD and get the work done at the risk and cost of the Bidder without prejudice to any other rights or remedies, the Corporation may have under the Contract and Law.
- b. The successful Bidder shall also deposit an amount as security equivalent to 5% of the total cost of ordered quantity of store(s) within 07 working days from the date of issue of Contract Order through RTGS/NEFT or Electronic Clearing System (ECS) or other electronic means in the stipulated Food Corporation of India, Regional Office account bearing the following details:

**Account Name: FCI, RO, Amaravati**

**Account No.: 38396518190**

**Name of the Bank: State Bank of India**

**Branch: SME, Patamata**

**IFS Code: SBIN0000578**

**GSTIN: 37AAACF0365N1ZH**

- c. Corporation will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party. In case any party desires to receive the same in foreign currency, within or outside India, the transaction cost for the same and the exchange variation risk would have to be borne by the party.
- d. In case of failure of Bidder to deposit the Security Deposit mentioned above within 07 working days from the date of issue of Contract Order, further extension of 07 working days can be given by FCI subject to levy of penalty @1% of Security Deposit.
- e. If the contractor having been called upon by the Corporation to furnish the Security, fails to do so within the specified period including extension period wherever applicable, it shall be lawful for the Corporation to terminate the contract treating it as breach of contract besides forfeiture of EMD/Security Deposit already furnished by the contractor in the form of Bank Guarantee along with Security deposited and to purchase or authorize the purchase of the stores at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Bidder will be recovered from the Bidder without prejudice to any other rights and remedies the corporation may have under the Contract and Law. The Bidder will also be debarred from participating in any future Bids of the Corporation for a period of five years. After the completion of prescribed period of five years, the Bidder may be allowed to participate in the future Bids of FCI provided all the recoveries/dues have been affected by the Corporation.
- f. If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.
- g. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.
- h. If the contractor fails or neglects to observe or perform any of its obligations under the contract, it shall be for the corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the contractor or to appropriate the Security Deposit furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the contractor.
- i. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Contractor.

- j. 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.
- k. The Security Deposit will be refunded/released only after satisfactory execution of contract subject to the aforementioned condition and after the expiry of the guarantee period 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 shall be paid to the bidder / Contractor on EMD / SD in any circumstances, whatsoever.
- l. The repayment of EMD/SD shall also be made in INR payable at any city of India.

## **8. Minimum Eligibility Criteria:**

The Bidders who fulfill the minimum eligibility criteria stipulated below only are eligible to apply:

(a) Manufacturer of Deltamethrin, 2.5% W.P conforming to BIS Specification No. IS-13457-1992 with up-to-date amendments having own manufacturing Unit with existing valid manufacturing License and GST number in its own name at present are eligible to participate in Bid. Authorised Suppliers of the stores are also eligible to participate provided they have to provide the details of original Principal manufacturer with regards to the minimum eligibility criteria along with valid authorization/appointment as supplier by the Principal manufacturing company and the details of the GST Number in its name.

(b) The firm manufacturing the item should have valid Registration Certificate of the Central Insecticides Board for manufacture of Deltamethrin, 2.5% W.P.

(c) The firm manufacturing the item should have valid BIS Certificate confirming the product to BIS Specification No. IS-13457-1992 as mentioned above with up-to date amendments.

Copies of Certificates and documentary proof in support of the above minimum eligibility criteria should be uploaded by the Bidder along with the bid, failing which the Bid is liable to be rejected. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

## **9. Disqualifications:**

Bidders who fall under any of the categories stipulated below are ineligible to apply:

- a. Bidder who is blacklisted by GST authorities.
- b. Bidders who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.
- c. Any Bidder whose contract with the Food Corporation of India, or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- d. Bidder whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- e. If the proprietor/any of the partners of the Bidder firm/any of the Director of the Bidder company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Bidder will be ineligible.
- f. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Bidder disqualified.
- g. A Hindu Undivided Family shall not be entitled to apply for Bid. Any Bid submitted in the capacity of Hindu Undivided Family shall be summarily rejected.

The onus of ensuring the eligibility condition would be on the Bidder and any party found subsequently ineligible would be summarily rejected and the EMD and SD in such case is liable to be forfeited.

## **10. Special Conditions Of Sale:**

- a. **Warranty:** The Contractor/Seller hereby declares that the chemicals/stores/ articles sold to the buyer



yer/purchaser under this contract shall be of the best quality (and workmanship) and shall be strictly conforming to the specifications and particulars contained/mentioned in the Terms & Conditions of the Bid and/or in the Indent/Supply Order thereof and the Contractor/Seller hereby guarantees that not withstanding the fact that the purchaser (inspector) may have inspected and/or approved the said chemicals/stores/articles, if during the aforesaid period of **12 (twelve) months** the said chemicals/stores/articles be discovered not to conform to the description and quality aforesaid or have deteriorated (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the chemicals/stores/articles will be at the Seller's risk and all the provisions herein contained relating to rejection of chemicals/stores/articles etc. or such portion thereof as is rejected by the Purchaser otherwise the Contractor/Seller shall pay to the purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

- b. **Guarantee:** For a period of **twelve calendar months** from the date of delivery of the stores/chemical, the contractor shall be responsible for any defects, that may develop under the conditions provided for by the contract and under proper use, arising from faulty materials, design or workmanship in the stores but not otherwise and shall remedy such defects at contractor's own cost, when called upon to do so, by the purchaser, who shall state in writing in what respect that portion is faulty. If it becomes necessary for the contractor to replace or renew any defective parts, the part/s so replaced and renewed will until the expiration of six months from the date of such replacement or renewal or until the end of the above-mentioned period of twelve months whichever may be later, the contractor shall undertake to make good the same within a reasonable period, not exceeding 15 working days from the date of communication of the defect to the contractor by FCI through Email.

If the defects are not remedied to the satisfaction of FCI within the time period as mentioned above, the purchaser may proceed to do the work at contractors' risk and cost but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.

If the replacements or renewals are of such a character as may affect the efficiency of the stores the purchaser shall have the right to give to the contractor within one month from such replacement or renewal, notice in writing that tests on completion will be carried out and the costs of the test shall be borne by the contractor.

All inspections, adjustments, replacements or renewals carried out by the contractor during the maintenance period shall be subjected to the same conditions of the contract.

- 11.** In case of any clear indication of cartelization at any stage, the corporation reserves the right to reject the Bids or Terminate the contract as the case may be, forfeit the EMD and/or Security Deposit and also to recommend the case to the Central Insecticide Board/ Ministry of Finance/ Registrar of Companies, Competition Commission of India or any other Deptt. For appropriate action, including, but not restricted to, cancellation of license. Corporation at its discretion also reserves the right to blacklist such Bidders.
- 12.** Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- 13.** 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.
- 14.** 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:
- The Seller fails to comply with any material term of the Contract.
  - 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.
  - 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.
  - The Seller becomes bankrupt or goes into liquidation.
  - The Seller makes a general assignment for the benefit of creditors.
  - A receiver is appointed for any substantial property owned by the Seller.
  - The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

- 15. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

**16. Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1 + 15% of margin of purchase preference /price band defined in relevant policy, such seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

## **17. Inspection and Rejection:**

- a. **Inspection:** The inspection shall be carried out by any officer(s) of the FCI (or any other agency) authorized for the purpose by the FCI and draw samples batch wise from the warehouse / factory premises of the Supplier as per the procedure adopted by FCI. **The stocks will be offered for inspection within 15 days from the date of Contract order and delivery is to be completed within 15 days from the date of issue of dispatch instructions.** The time taken for inspection and testing of samples will be on FCI account. Samples drawn shall be referred to a Govt. approved Lab. (BIS recognized/NABL Accredited Laboratory certified for conducting relevant detailed Tests as per laid down specifications) as nominated by FCI, immediately after Inspection and the Inspection Note shall be released for such stores only which conform to prescribed specifications on the lab tests. **The Firm has to bear the expenditure incurred in undertaking the testing of the samples in respect of lot(s) whether the samples are accepted/rejected on account of lab's test results.** No despatch shall take place unless the samples are drawn as per the procedure and the test report from lab is received, confirming that samples conformed to prescribed specifications. After drawl of the samples, it is the Firm's responsibility to maintain identity of the lots/batches offered for inspection and to ensure their safe custody till the stores are accepted for dispatch after receipt of Test Report.
- b. **Facilities for test and examination:** The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time to the Contractors work during the execution of the contract for the purpose aforesaid, and he may require the Contractor to facilitate the inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer.
- c. **Cost of test:** The Contractor shall provide, without any extra charge, all materials, tools labour and assistance of every kind which the Inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear & pay all costs attendant thereof. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test and examination shall be final. Where the samples are referred for Independent Test Report, the expenditure on testing shall be borne by the respective parties indicated in the Terms & Conditions of the Bid. However, where the samples pass/fail in tests, the expenses shall be reimbursed by the contractors, or shall be recovered from the bills of the Contractor or any other.
- d. **Delivery of stores for test:** The Contractor shall also provide and deliver for test free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores

as he may require.

- e. **Method of testing:** The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper so as to satisfy whether they are as per specification. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.
- f. **Stores expended in test:** If the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the FCI and be paid for as such.
- g. **Inspecting Officer:** The Inspecting Officer shall have the final authority with regard to certify the performance of the product after inspecting the stores or part thereof submitted for inspection and will have a final say in case of unsatisfactory performance of the product in a situation like-
  - i) to reject any stores submitted as not being in accordance with the particulars.
  - ii) to reject the whole of the installment Bided for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory;
  - iii) to mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- h. **Consequence of rejection:** If one of the stores being rejected by the Inspecting Officer or consignee at the destination, or the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Corporation shall be at liberty to:
  - i) allow the contractor to re-submit the stores in replacement of those rejected, within a specified time, and the contractor would bear the cost of freight, if any, on such replacement without of being entitled to any extra payment on that account; or
  - ii) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily available) without notice to the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract; or
  - iii) terminate the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are in the opinion of the Corporation, not readily available) at the risk and costs of the contractor.
- i. **Inspecting Officer's decision as to rejection, final:** The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.
- j. **Notification of result of Inspection:** Unless otherwise provided in the specification contained in the Terms & Conditions of the Bid, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the contractor.
- k. **Marking of Stores:** The contractor shall if so required at his own expense mark or permit the Inspector to mark all the approved stores with a recognized purchaser's mark.

**I. Removal of Rejected Stores:**

- i) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as hereinafter provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the Bid it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary post reach the contractor.
- ii) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the period above mentioned, the Inspecting Officer may either return the same to the contractor at his risk and costs by such mode of transport as the Corporation or Inspecting Officer may select, or dispose of such stores at the contractors risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purc

haser shall also be entitled to recover handling and storage charges for the period which the rejected stores are not removed.

- m. **Inspection Notes:** On the stores being found acceptable by the Inspecting Officer he shall furnish the contractor with necessary copies of Inspection Notes duly completed, for being attached to the contractor's bill in support thereof.
- n. The stores shall further be in all respects acceptable to the Inspecting Officer.
- o. In particular and without prejudice to the foregoing condition, when Bids are called for in accordance with the particulars, the contractor's Bid to supply the stores in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

**18. Delivery Period:** 15 days from the date of issue of dispatch instructions.

**19. Extension of Delivery Period and Liquidated Damages** Buyer may, on the request of the Seller or otherwise, extend the delivery date suitably subject to the following conditions:

- a. The original Delivery Period may be re-fixed by the Buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the Buyer / Consignee.
- b. For other cases, provided the price trend is not lower, the Delivery Period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the Goods/Services after the expiry of contract delivery period /re-fixed delivery period, shall be recovered from the Seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original/re-fixed delivery date shall be admissible during such extended period(s). Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- c. **Liquidated Damages:** If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.
- d. **Force Majeure Conditions:** If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

**20. Insolvency and Breach of Contract:** The Corporation may at time, by notice in writing summarily terminate the contract without compensation to the Contractor in any of the following events, that is to say:

- i. If the Contractor being an Individual or if a Registered Firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the Registered Firm be dissolved under the Partnership Act; or
- ii. If the Contractor being a Company is wound up Voluntarily or by the order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture Holder is appointed or circumstance

s shall have arisen which entitle the Court or Debenture Holders to appoint a receiver Liquidator or Manager; or

- iii. If the Contractor commits any breach of the contract not herein specifically provided for.

Provided always that such termination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the FCI and provided also the Contractor shall be liable to pay to the FCI for any extra expenditure it is thereby put to and the Contractor shall under no circumstances be entitled to any gain.

21. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license and as prescribed in the Product Specification given in the bid document.
22. **Copy of valid Central Insecticides Board's (CIB) Registration (as per Insecticides Act and Rule)** should be uploaded along with the Technical Bid.
23. **Copy of Valid Manufacturing License to manufacture the product** offered as per BIS specifications No. IS 13457-1992 with up-to-date amendments should be uploaded along with the Technical Bid.
24. **Upload Manufacturer authorization:** Wherever Authorized Distributors / resellers are submitting the bid, Manufacturers Authorization Form (MAF) / Certificate / Self Declaration with OEM details such as name, designation, address, e-mail Id and phone no. required to be furnished along with the bid.
25. Buyer can seek clarifications against a bid submitted by the bidder, during evaluation and comparison of bids. However, no change in prices or substance of the bid shall be sought, offered or permitted. Further, the shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. Such clarifications can be sought by the buyers online on GeM portal.
26. **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 and the quantity so specified for delivery should be delivered to the designated consignees within 15 days from the date of issue of dispatch instructions. Door delivery of stores as per BIS specifications No. IS 13457-1992 with up-to-date amendments are to be given at FCI's nominated depots/district of FCI, Andhra Pradesh Region to be indicated in Contract Order. **All expenses up to the point of delivery including Road/Rail transport charges, Transit Insurance and all other incidental and handling / unloading expenses up to the point of delivery will be borne by the Supplier.**
27. **Insurance Charges:** Purchaser will not pay separately for Transit Insurance, if any availed by the supplier. However, supplier will be responsible until the entire stores contracted are delivered in good condition at the destination.
28. After placement of the orders, in case of stores required to be inspected, if stores are not made available by the Contractors for inspection on the date agreed upon with the Inspecting Officer, the Contractor will be liable to pay damages to the Corporation to the extent of 0.5% of the value of the stores which the parties agree as, not by way of penalty, but as a genuine pre-estimate of damages.
29. The material is returnable at the Risk and Cost of the Supplier if the same is damaged in transit or not in conformity to the prescribed specification / approved sample.
30. In case, **if it is required to replace any or some store(s) by the Supplier at the destination, the same shall be replaced by the party only with the lab passed store(s) at his own expenses and testing charges for the same will also be borne by him.**
31. FCI has the right to terminate the contract at any time without assigning any reasons thereof.
32. **The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% of bid quantity at the time of placement of contract.** The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### **ANNEXURE-'A'**

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The technical bid shall contain the following information and supporting documents (scanned copies duly uploaded):

**PART-1-INFORMATION:**

1. Particulars of bidder to be prepared and uploaded in the below given format:

Sl. No	Particulars	
1.	Name	
2.	Address	
3.	E-mail Id	
4.	Phone No.	
5.	Fax No.	
6.	Communication Address (if different from above)	
7.	Status: Individual/Company/Others (Pl. specify)	
8.	Business Capacity: Manufacturer/Authorized Supplier/Others	
9.	Details of Manufacturing Facilities including annual production capacity in Metric Ton	
10.	PAN No.	
11.	GSTIN	
12.	License / Authority No. etc. if any (Please Specify)	
13.	Banker's name and Address	
14.	Name & Designation of the Authorized Signatory	
15.	Names & Addresses of all the Directors and Auditors (In case of Limited Company)	
16.	Whether the Bidder suffer from any of the disqualifications stipulated in clause No. 9 of ATC	

	(a)Have been black-listed by FCI or Govt. /Quasi Govt. Organization or any Department?	
	(b)If yes, Date of Black Listing	
	(c)Whether your contract has been terminated, EMD/SD forfeited by FCI/ Govt. Organization/PSUs or any other Department.	
	(d)Date of termination of Contract/Forfeiture of EMD/SD	
	(e)Whether Proprietor/Any of the Partner/Any of the Directors have been convicted and Sentence to imprisonment by a Court of Law?	
	(f) If yes, for how many years?	
	(g) Whether Bidder is participating in the capacity of Hindu undivided family (A Hindu Undivided Family either as a Proprietor or Partner of a Firm shall not be entitled to apply for Bid)	
17.	Whether exemption is claimed from payment of EMD as an MSME?	
18.	Whether unit owned by Scheduled Caste / Scheduled Tribes entrepreneur (Yes/No)	
19.	Additional information/document to be submitted (placed at Annexure B , C & D)	

#### **PART-2-DOCUMENTS TO BE UPLOADED ALONG WITH TECHNICAL BID:**

- 1. EMD bided in Indian Rupees as per the GeM portal (scanned / soft copy of acknowledgment).**
- 2. Documentary proof to establish sole proprietorship and attested copy of Registered Partnership deed (in case of Partnership), Authorization letter, Power of attorney, etc. as the case may be in terms of clause no. 7 of ATC.**
- 3. Copy of the Memorandum of Association, Articles of Association along with certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 3 years, Resolution of BOD authorizing the signatory to sign the Bid (in case of Ltd. Company).**
- 4. Copy of valid Manufacturing License to manufacture the product offered as per BIS Specification No. IS: 13457-1992 with upto date amendments.**
- 5. Copy of the valid license from appropriate Authority for sale & supply of Deltamethrin 2.5% W.P in case of Supplier.**
- 6. Copy of valid Central Insecticides Board's (CIB) Registration Certificate (as per Insecticides Act & Rules).**

**7. Copy of Income Tax PAN No.**

**8. Copies of GST Registration Certificate.**

**9. Copy of Certificate from the Bank indicating details of bank credit limit enjoyed and solvency certificate of their Company/firm.**

**10. Copy of NSIC / MSME certificate, if exemption is claimed as an MSE unit.**

**11. Offer Letter in the prescribed format (Annexure C) duly signed by the Authorized Signatory (To be scanned and uploaded).**

**12. In case the Deltamethrin 2.5% W.P manufactured by the Firm is a proprietary product, enclose copy of Patent Certificate.**

**Note:** If any of the above documents is not applicable in case of any bidder, then kindly mention "Not Applicable".

### **ANNEXURE - 'B'**

#### **Proforma for Security Deposit in the form of Bank Guarantee**

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the **Food Corporation of India** having its Headquarters at 16-20 Barakhamba lane, New Delhi -110001 through its **Regional Office, Amaravati (AP Region, Vijayawada)** (hereinafter called FCI) having agreed to accept the part Security Deposit in the form of Bank Guarantee under the terms and conditions of the bid made between the FCI and Contractor for supply of **Deltamethrin 2.5% W.P** (hereinafter called the 'contract') for the due fulfilment by the said Contractor/s of the terms and conditions and obligations contained in the said contract, we **(NAME OF BANK)**, (hereinafter referred to as 'the Bank') at the request of BIDDER/S **(NAME OF THE BIDDER)** do hereby undertake to pay on demand by FCI an amount not exceeding **Rs...../- (5% of the value of contract)**.

We **(NAME OF BANK)** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the FCI. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding **Rs...../- (5% of the value of contract)**. We undertake to pay to the FCI any money so demanded not withstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, **(NAME OF THE BANK)** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract that it shall continue to be enforceable till all the dues of the FCI under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the FCI certifies that the terms and conditions of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before **(date)** \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

We, **(NAME OF THE BANK)** further agree with the FCI that the FCI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s) or for any forbearance, act or commission on the part of the FCI or any indulgence by the FCI to the said bidder(s) or by any such matter or thing whatsoever which und



er the law relating to sureties would, but for this provision, have effect of so relieving us. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s). The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, **(NAME OF THE BANK)** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FCI in writing.

**Dated the      day of**

**for**

**(NAME OF THE BANK)**

**Note:**

Successful bidder on award of the contract shall submit the Bank Guarantee at the rate of 5% of the contract value with **validity of Thirty Nine (39) months** from a scheduled bank in favour of the General Manager (R), FCI, RO, AP, which is allowed as per GeM GTC, within 07 working days of award of contract and the following point need to be noted:

1. The BG issuing bank shall send cover for BG issued through SFMS platform to the FCI Banker, i.e. ICI Bank Ltd., 9, Phelps Building, C.P., New Delhi, IFSC code ICIC0000007.
2. MT760COV for issuance of BG.
3. MT767COV for amendment of BG.
4. **Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/ MT767 COV.**
5. **FCI beneficiary code** will be FCISB11 where SB11 is four digit unit code of respective office of FCI.
6. The firm has to submit the copy of SFMS message as sent by the issuing bank branch long with the original BG.
7. BG submitted without these details will not be accepted.

**ANNEXURE - 'C'**

**Offer Letter from the Bidder**

From

Full name and address of the bidder

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To

THE GENERAL MANAGER (REGION),  
FOOD CORPORATION OF INDIA,  
REGIONAL OFFICE,  
RAJANARENDRA BUILDING,  
PATAMATA, VIJAYAWADA - 520007.

**SUB: BID NO.  
.5% W.P**

**dt:**

**for purchase of Deltamethrin 2**

Dear Sir,

I/We hereby offer to supply the **Deltamethrin 2.5% W.P**, in accordance with the Bid Terms & Conditions or such portion thereof as you may specify in the acceptance of Bid at the rate given in the price bid / RA and agree to hold this offer open as per Bid terms. I/We shall be bound by a communication of acceptance of the offer dispatched within the prescribed time.

I/We have understood all the Terms and Conditions regulating the said purchase and the same are acceptable to us. I/We have thoroughly examined the specifications indicated in the Terms & Conditions of the Bid and am/are fully aware of the same and my/our offer is to supply **Deltamethrin 2.5% W.P** in accordance with the requirements of the buyers as per the Bid terms & Conditions.

Yours faithfully,

(NAME OF THE PERSON SIGNING/SUBMITTING THE BID)

ALONG WITH CAPACITY

Address:

Dated:

Seal:

**ANNEXURE - 'D'**

-

**BANK SOLVENCY AND CREDIT LIMIT ENJOYED  
CERTIFICATE**

Date:

This is to state that to the best of our knowledge and information M/s.-----  
-----

-----, is a customer of our bank, is respectable and

can be treated as good for a sum of up to Rs. \_\_\_\_\_ Lakhs/Crores and bank

credit limit enjoyed is Rs, \_\_\_\_\_.

It is clarified that this information is furnished without any risk and responsibility

on our part in any respect, whatsoever more particularly either as guarantor or otherwise.

This certificate is issued at the specific request of the customer.

Signature of the Branch Manager

With seal

### 3. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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.

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

[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---**