बिड संख्या/Bid Number: GEM/2026/B/7947512
दिनांक /Dated: 23-09-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-09-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-10-2026 12:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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 Kerala Trivandrum
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :gmke@fci.gov.in Buyer Email id: agmqcke@fci.gov.in
कुल मात्रा/Total Quantity	1100
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	2 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes | Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
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),Compliance of BoQ specification and supporting document *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 स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
विगत प्रदर्शन /**Past Performance**	10 %
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
अनुमानित बिड मूल्य / **Estimated Bid Value**	375000
Payment Timelines	Payments shall be made to the Seller within **45** 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

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a).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)
Regional Office Kerala Trivandrum, Department of Food and Public Distribution, Food Corporation of India (FCI), Ministry of Consumer Affairs Food and Public Distribution
(Dr Rajesh Gulia)

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 availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider 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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
4. 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.
5. 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.
6. 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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 10% 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.
10. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

11. 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:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. 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

Malathion 50% Emulsifiable Concentrates (V3) Conforming To IS 2567 (1100 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	**Major uses of insecticide**	Agriculture Use, Public Health Use, Household Use

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
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	**Malathion % as per IS 2567**	50 %
Packing and Marking	**Packing Size**	100 ml, 250 ml, 500 ml, 1 L, 5 L, 10 L, 20 L, 25 L, 50 L

Additional Specification Parameters - Malathion 50% Emulsifiable Concentrates (V3) Conforming To IS 2567 (1100 container(s))

Specification Parameter Name	Bid Requirement (Allowed Values)
Packing Size	5 L

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	N Rajesh	678731,Industrial Estate Post Palakkad Kerala 678731 Palakkad, Kerala-678731	400	30
2	Shreyans Kumar	682011,Kandomkulathy Towers, MG Road, Kochi, kerala. 682011	300	30
3	Bala Murali S S	691001,POWER HOUSE ROAD NEAR PUBLIC LIBRARY KOLLAM 691001	60	30
4	Mitha Lal Meena	686533,CHANNANIKKADU P O, CHINGAVANAM, KOTTAYAM - 686533	20	30
5	Manjeet Singh	670662,MUZHAPPILANGAD, KANNUR-670662	50	30

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
6	Remadevi C	680581,Mulagunnathukavu	40	30
7	Narendra Kumar Meena	695008,Valiathura, Vallakadavu-P.O Trivandrum-695008	70	30
8	Nalinimandiram Ramankutty Binoy	673005,WESTHILL, CALICUT - 673005	110	30
9	Hari Singh Meena	688012,Bazzar P.O. (Near marapaalam) Alappuzha 688012	50	30

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

1. 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 (Increased quantity ÷ Original quantity) × 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**

   Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3. **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.

4. **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.

5. **Scope of Supply**

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

6. **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.

7. **Purchase Preference (Centre)**

   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.

8. **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.

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. **Forms of EMD and PBG**

    Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

    General Manager Kerala
    Account No.
    00000010242386153
    IFSC Code
    SBIN0003355
    Bank Name
    State Bank of India
    Branch address
    Pattom Thiruvananthapuram 695004
    .
    Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

11. **Buyer Added Bid Specific ATC**

BUYER ADDED TEXT BASED ADDITIONAL TERMS AND CONDITIONS (ATC) FOR PURCHASE OF MALATHION 50% EC

1. DEEMED KNOWLEDGE OF CONTRACT REQUIREMENTS

By submitting the Bid, the Bidder shall be deemed to have fully acquainted itself with the specifications, terms, conditions and other requirements relating to the Stores under the Bid Document and, upon award of the Contract, no claim shall lie against the Buyer (FCI, RO Kerala) on the ground that the Bidder/Seller (Successful Bidder) did not examine or acquaint itself with the same.

2. TECHNICAL AND ELIGIBILITY CONDITIONS

2.1 Technical Specification

2.1(a) Malathion 50% Emulsifiable Concentrate (EC) (hereinafter referred to as the “Stores”) shall conform to BIS Specification/Standard No. IS : 2567 - 1978 with up-to-date amendments. Only such solvent(s)/emulsifying agent(s)/stabilizer(s) shall be used which are safe for food grains.

The Stores shall be readily mixable with standard hard water in the ratio between 1:50 and 1:200 and shall give a fine colloidal solution/emulsion which shall not break at least for a period of four hours.

2.1(b) The Stores shall not be more than two months old from the date of manufacture at the time of dispatch to the designated Consignee. The Stores shall have a minimum shelf life of eighteen (18) months from the date of manufacture. The efficacy of the Stores shall remain intact without any reduction in potency/intensity throughout the shelf life.

2.1(c) The Stores shall be packed in new mild steel containers, suitably and properly lacquered from inside, of 5 litres capacity. Two/Four such containers shall be further securely packed in a corrugated box. The packing shall be capable of withstanding rough handling during transit, and the entire responsibility for safe arrival of the Stores at destination shall rest with the Seller.

2.1(d) Marking and Labelling

The marking and labelling of the Stores shall conform to IS : 2567 - 1978 with up-to-date amendments.

Additionally, each container shall bear, legibly and indelibly, the date of expiry, the country of origin, the words “Government Supply” and the BIS Standard Mark (ISI Mark), in addition to any other information required under the Insecticides Act, 1968, the Insecticides Rules, 1971 and by CIB&RC.

Each 5-litre pack shall be accompanied by a leaflet regarding the use of the Stores in accordance with the applicable provisions of the Insecticides Act, 1968 and the Insecticides Rules, 1971, and the applicable requirements of CIB&RC.

2.1(e) Precedence of Technical Specification

In case of any discrepancy, inconsistency or conflict in respect of the technical specifications of the Stores between the specifications stipulated in this Buyer Added Terms and Conditions (ATC) and those appearing elsewhere in the Bid Document, the technical specifications stipulated in this ATC shall prevail to the extent of such discrepancy, inconsistency or conflict.

2.2 Licences, Registration & Authorization

2.2(a) The manufacturer/OEM of the Stores shall possess a valid licence for manufacture of Malathion 50% EC and a valid BIS licence for Malathion 50% EC conforming to the said BIS Specification. The Stores shall be covered by a valid registration with the Central Insecticides Board & Registration Committee (CIB&RC) under the Insecticides Act, 1968 and the Rules framed thereunder. Where the Bidder is not the manufacturer/OEM, the Bidder shall be duly authorized by the manufacturer/OEM for sale and supply of the Stores and shall possess the requisite licence(s), if any, for sale and supply of the Stores under the applicable laws.

2.2(b) All licences, registrations and authorizations required under this Clause shall be valid as on the Bid Opening Date specified in the Bid Document for the purpose of evaluation of the Technical Bid and determination of the qualification or disqualification of a Bidder. The Bidder/Seller shall thereafter ensure that all such licences, registrations and authorizations remain valid until the award of the Contract and throughout the currency of the Contract and shall take timely action for their renewal/extension before expiry, as applicable.

3. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

3(a) Subject to any exemption permitted under the Bid Document, where an Earnest Money Deposit (EMD)/Bid Security is required under the EMD Detail of the Bid Document, each Bid shall be accompanied by an EMD equivalent to 2% of the estimated Bid value, as specified in the EMD Detail of the Bid Document.

3(b) The EMD shall be deposited with the Buyer by way of NEFT/RTGS/Electronic Clearing System (ECS)/Online Transfer/Other electronic means in the following account:

Beneficiary: General Manager (Kerala)
Account Number: 00000010242386153
IFSC: SBIN0003355
Bank: State Bank of India
Branch: Pattom Branch, Trivandrum – 695004

The Bidder shall indicate the Bid number and the name of the bidding entity in the transaction details field at the time of online transfer and shall upload the transaction acknowledgement/proof of payment along with the Technical Bid.

3(c) A Bidder seeking exemption from payment of EMD shall expressly claim such exemption in the Bid on GeM, clearly specifying the category under which the exemption is claimed, and shall upload, along with the Technical Bid, valid documentary evidence establishing its eligibility under the applicable GeM General Terms and Conditions (GTC).

The registration, recognition, licence or other supporting document relied upon shall be valid on the Bid Opening Date and shall relate to the Bidder and, wherever applicable, to the Stores offered. Mere uploading of any such document, without an express claim of EMD exemption and identification of the applicable exemption category, shall not entitle the Bidder to exemption.

Where exemption is claimed on the basis of Micro or Small Enterprise (MSE) status, the Bidder shall be the MSE manufacturer/OEM of the Stores offered and shall be duly registered as an MSE on the GeM portal at the time of submission of the Bid. The Bidder shall upload a valid Udyam Registration Certificate/MSE Certificate along with the Technical Bid, together with documentary evidence establishing that the Bidder is the manufacturer/OEM of the Stores offered. The benefit of EMD exemption shall not be available to traders, distributors, dealers, wholesalers, retailers, sole agents or works contractors.

A Bidder claiming exemption from payment of EMD under any category other than Micro or Small Enterprise status shall expressly mention the exemption category claimed and upload the documentary evidence prescribed for that exemption category under the applicable GeM General Terms and Conditions (GTC).

3(d) Where the Bidder fails to establish its eligibility for the exemption claimed, it shall be treated as a non-exempt Bidder. If such Bidder has not furnished the prescribed EMD on or before the Bid submission closing date and time, its Bid shall be rejected as non-responsive. No fresh claim for exemption or subsequent payment of EMD shall be permitted after the Bid submission closing date and time.

3(e) Subject to the provisions relating to its refund or forfeiture, the EMD shall remain with the Buyer until the expiry of the period of Bid validity. The EMD of Bidders whose Technical Bids are disqualified shall be refunded within 15 calendar days from the date of such disqualification, and the EMD of technically qualified but unsuccessful Bidders shall be refunded within 30 calendar days fro m the date of issue of the GeM Contract.

The EMD of the successful Bidder shall be released after the successful Bidder has furnished the Performance Security required under Clause 4, comprising the Security Deposit under Clause 4.1 and the Bank Guarantee under Clause 4.2, or the additional Security Deposit permitted in lieu of the Bank Guarantee under Clause 4.2(l), as applicable. The EMD shall not be converted into or adjusted towards any component of the Performance Security.

No interest shall be payable on the EMD in any case, nor shall the Buyer be liable for any depreciation in the value thereof.

3(f) The EMD shall be liable to forfeiture if the Bidder withdraws, modifies, impairs or varies its Bid, or any term or condition thereof, after the Bid submission closing date and time and during the period of Bid validity; if the successful Bidder fails to furnish the entire Security Deposit or the Bank Guarantee/additional Security Deposit in lieu thereof within the stipulated or extended period, as applicable, in accordance with Clause 4; or if any information, declaration, certificate or document furnished by the Bidder in or along with its Bid is found to be false, forged, fabricated or materially misleading.

3(g) Forfeiture of the EMD under this Clause shall be without prejudice to any other right or remedy available to the Buyer under the Bid Document, the Contract or applicable law.

4. PERFORMANCE SECURITY

4.1 Security Deposit (SD)

4.1(a) The Seller shall deposit a Security Deposit (SD) equivalent to 5% of the total cost of the contracted quantity of Stores with the Buyer within seven (07) calendar days from the date of issue of the GeM Contract, by way of NEFT/RTGS/Electronic Clearing System (ECS)/Online Transfer/Other electronic means, in the following account.

Beneficiary: General Manager (Kerala)
Account Number: 00000010242386153
IFSC: SBIN0003355
Bank: State Bank of India
Branch: Pattom Branch, Trivandrum – 695004

The SD shall be payable in Indian Rupees (INR) only and shall not be accepted in any other currency. Any SD furnished by the Seller under any previous or other Contract with the Buyer/FCI shall not be adjusted against the SD required under this Contract, and the Seller shall furnish a fresh SD in accordance with this Clause. No interest shall be payable by the Buyer on the SD, and no claim shall lie against the Buyer/FCI in respect of any depreciation in the value of the SD.

4.1(b) In case the Seller fails to deposit the SD within the stipulated period, a further period of seven (07) calendar days may be allowed by the Buyer, subject to payment of a Late Fee equivalent to 1% of the amount of SD + applicable GST to be deposited.

The Late Fee shall be deposited with the Buyer by way of NEFT/RTGS/Electronic Clearing System (ECS)/Online Transfer/Other electronic means, in the account specified by the Buyer, and shall be non-refundable.

The Seller shall furnish the requisite transaction details/proof of payment of the Late Fee. In case the Seller deposits the SD within the extended period but fails to deposit the applicable Late Fee, the Buyer shall be entitled to recover/deduct the same from any amount then due or which may thereafter become due and payable to the Seller under this Contract or any other Contract with Buyer/FCI, including any amount payable against Invoice(s).

4.1(c) If the Seller, having been called upon by the Buyer to furnish the SD, fails to furnish the same even within the extended period, the Buyer shall be entitled to terminate the Contract, forfeit the Bid Security/Earnest Money Deposit (EMD), wherever furnished and liable to forfeiture, and purchase or authorize the purchase of the Stores at the Risk and Cost of the Seller.

Any losses or damages arising out of or incurred by the Buyer on account of such failure shall be recoverable from the Seller, without prejudice to any other rights and remedies available to the Buyer/FCI under the Contract and Law.

The Seller shall also be debarred from participating in any future Bids of FCI for a period of two (02) years. After completion of the prescribed period of two (02) years, the Seller may be allowed to participate in future Bids of FCI, provided all recoveries/dues have been effected by Buyer/FCI and no dispute is pending with the Seller.

4.1(d) If the Seller fails or neglects to observe or perform any of its obligations under the Contract, the Buyer shall be entitled, in its discretion, to forfeit the SD, either in whole or in part, or to appropriate the SD or any part thereof towards the satisfaction of any sum due and recoverable from the Seller in respect of any damages, losses, charges, expenses or costs suffered or incurred by the Buyer on account of such failure or neglect. The decision of the Buyer in respect of such damages, losses, charges, expenses or costs shall be final and binding on the Seller.

4.1(e) In the event of the SD being insufficient or having been wholly forfeited, the balance of the total sum recoverable from the Seller shall be recovered/deducted from any amount then due or which may thereafter become due and payable to the Seller, including any amount payable against Invoice(s), under this Contract or any other Contract with the Buyer/FCI.

If such amount is also insufficient to cover the full amount recoverable, the Seller shall, on demand, pay the balance amount due to the Buyer/FCI.

4.1(f) The SD shall be refunded/released only after satisfactory execution of the Contract and completion of all obligations of the Seller thereunder, and upon complete consumption of the Stores or expiry of the Warranty/Guarantee Period under Clause 10, whichever is earlier, subject to submission of a ‘No Dues Certificate’ issued by the concerned Consignee/Divisional Office(s) of the Buyer/FCI and a ‘No Demand Certificate & Pre-Stamped-Receipt’ furnished by the Seller, and after deduction of all costs, expenses, dues and other amounts, including losses and damages, which the Buyer/FCI is entitled to recover from the Seller.

The refund of the SD shall be made through electronic means to a bank account in India, the requisite bank details of which shall be furnished by the Seller.

4.1(g) Where, pursuant to exercise of the Option Clause by the Buyer during the currency of the Contract, an additional GeM Contract is issued for the additional quantity of Stores, the Seller shall deposit a separate Security Deposit equivalent to 5% of the total value of such additional GeM Contract, within seven (07) calendar days from the date of issue thereof.

The payment particulars shall clearly identify the number and date of the additional GeM Contract against which the Security Deposit is deposited. Such Security Deposit shall be separate from and in addition to the Security Deposit furnished against the original Contract.

Such Security Deposit shall be treated in the same manner as the Security Deposit furnished under Clause 4.1(a). Accordingly, the provisions of Clauses 4.1(a) to 4.1(f), including those relating to the mode and currency of deposit, non-adjustment of security furnished under any previous or other Contract, non-payment of interest, late deposit, forfeiture, appropriation, recovery and release, shall apply to such separate Security Deposit, wherever applicable.

4.1(h) Where separate Contracts are awarded to multiple successful Bidders pursuant to the applicable purchase preference provisions, each Seller shall separately deposit an SD equivalent to 5% of the total value of its respective Contract.

The provisions of Clauses 4.1(a) to 4.1(g) shall apply separately to the SD required under each such Contract. The SD furnished by one Seller shall not constitute security for, or be available for appropriation or recovery against, the obligations or liabilities of any other Seller.

4.2 Bank Guarantee (BG)

4.2(a) The Seller shall furnish a Bank Guarantee (BG) equivalent to 5% of the total cost of the contracted quantity of Stores, in the form of an irrevocable and unconditional Bank Guarantee, within fifteen (15) calendar days from the date of issue of the Contract, with an initial validity of twenty-f our (24) months from the date of issuance of the BG, from a Scheduled Commercial Bank notified by the Reserve Bank of India (RBI), excluding Urban/Rural/State Co-operative Banks and Gramin Banks/Regional Rural Banks (RRBs), in favour of the General Manager (Region), Food Corporation of India, Regional Office: Kerala, Kesavadasapuram, Pattom, Thiruvananthapuram – 695004.

4.2(b) The BG issuing Bank shall send the cover for BG issued through the Structured Financial Messaging System (SFMS) platform to the FCI Banker, i.e. ICICI Bank Ltd., 9, Phelps Building, C.P., New Delhi, IFSC Code: ICIC0000007, as under:

(i) MT760 COV for issuance of the BG;
(ii) MT767 COV for amendment of the BG;
(iii) the issuing Bank shall mention the FCI beneficiary Office Code in Field 7037 of MT760 COV/MT767 COV; and
(iv) the FCI beneficiary Code shall be FCISC11, where SC11 is the four digit FAP Unit Code of the respective Office of FCI.

The Seller shall furnish the Bank Guarantee in the Proforma prescribed under Clause 4.2(j) and shall submit the SFMS transmission details in the format prescribed under Clause 4.2(k). A copy of the SFMS message as sent by the issuing Bank branch shall be submitted along with the original BG.

Any BG submitted without the prescribed SFMS details shall not be accepted by the Buyer.

4.2(c) In case the Seller fails to furnish the BG within the stipulated period, a further period of seven (07) calendar days may be allowed by the Buyer, subject to payment of a Late Fee equivalent to 1% of the amount of BG + applicable GST to be furnished.

The Late Fee shall be deposited with the Buyer by way of NEFT/RTGS/Electronic Clearing System (ECS)/Online Transfer/Other electronic means, in the account specified by the Buyer, and shall be non-refundable.

The Seller shall furnish the requisite transaction details/proof of payment of the Late Fee along with the BG. In case the Seller furnishes the BG within the extended period but fails to deposit the applicable Late Fee, the Buyer shall be entitled to recover/deduct the same from any amount then due or which may thereafter become due and payable to the Seller under this Contract or any other Contract with Buyer/FCI, including any amount payable against Invoice(s).

4.2(d) If the Seller, having been called upon by the Buyer to furnish the BG or the additional Security Deposit in lieu thereof, as applicable, fails to furnish the same within the respective stipulated or extended period applicable thereto, the Buyer shall be entitled to terminate the Contract, forfeit the Bid Security/Earnest Money Deposit (EMD), wherever furnished and liable to forfeiture, appropriate the Security Deposit furnished under Clause 4.1 towards any losses, damages, charges, costs, expenses or other sums recoverable from the Seller, and purchase or authorize the purchase of the Stores at the Risk and Cost of the Seller.

Any losses or damages arising out of or incurred by the Buyer on account of such failure shall be recoverable from the Seller, without prejudice to any other rights and remedies available to the Buyer/FCI under the Contract and Law.

The Seller shall also be debarred from participating in any future Bids of FCI for a period of two (02) years. After completion of the prescribed period of two (02) years, the Seller may be allowed to participate in future Bids of FCI, provided all recoveries/dues have been effected by Buyer/FCI and no dispute is pending with the Seller.

4.2(e) If the Seller fails or neglects to observe or perform any of its obligations under the Contract, the Buyer shall be entitled, in its discretion, to invoke the BG, either in whole or in part, towards the satisfaction of any sum due and recoverable from the Seller in respect of any damages, losses, charges, expenses or costs suffered or incurred by the Buyer on account of such failure or neglect.

The decision of the Buyer in respect of such damages, losses, charges, expenses or costs shall be final and binding on the Seller.

4.2(f) The BG shall be released/discharged only after satisfactory execution of the Contract and completion of all obligations of the Seller thereunder, and upon complete consumption of the Store s or expiry of the Warranty/Guarantee Period under Clause 10, whichever is earlier, subject to submission of a ‘No Dues Certificate’ issued by the concerned Consignee/Divisional Office(s) of the Buyer/FCI and a ‘No Demand Certificate & Pre-Stamped-Receipt’ furnished by the Seller, and after settlement/recovery of all costs, expenses, dues and other amounts, including losses and damages, which the Buyer/FCI is entitled to recover from the Seller.

Where any such amount remains due and recoverable from the Seller, the Buyer shall be entitled to invoke the BG, either in whole or in part, in accordance with Clause 4.2(e), before its release/discharge.

4.2(g) The Seller shall ensure that the BG remains valid and enforceable until the Seller becomes entitled to its release/discharge under Clause 4.2(f).

Where the BG is due to expire before such entitlement arises, the Seller shall, at least thirty (30) calendar days before its expiry, extend or amend the BG for such further period as may be required by the Buyer. Every such extension or amendment shall be transmitted through SFMS by MT767 COV in accordance with Clause 4.2(b).

Any such extension or amendment shall also provide for corresponding extension/amendment of the BG Claim Expiry Date in accordance with Clause 4.2(j).

If the Seller fails to extend or amend the BG within the stipulated period, the Buyer shall be entitled to invoke the BG, either in whole or in part, before its expiry, without prejudice to any other rights or remedies available under the Contract or Law.

4.2(h) Where, pursuant to exercise of the Option Clause by the Buyer during the currency of the Contract, an additional GeM Contract is issued for the additional quantity of Stores, the Seller shall furnish a separate Bank Guarantee equivalent to 5% of the total value of such additional GeM Contract, within fifteen (15) calendar days from the date of issue thereof.

The Seller may, however, in lieu of such separate Bank Guarantee, furnish an equivalent additional Security Deposit in accordance with Clause 4.2(l).

The additional BG shall specifically identify the number and date of the additional GeM Contract, shall be separate from and in addition to the BG furnished against the original Contract, and shall comply with the requirements of Clauses 4.2(a), 4.2(b), 4.2(g), 4.2(j) and 4.2(k), including the requirements relating to the prescribed Proforma, validity, issuing Bank, beneficiary and SFMS transmission.

The provisions of Clauses 4.2(c) to 4.2(f), including those relating to late furnishing of the BG, consequences of failure to furnish it, invocation, appropriation, recovery and release, shall apply to the additional BG, wherever applicable.

4.2(i) Where separate Contracts are awarded to multiple successful Bidders pursuant to the applicable purchase preference provisions, each Seller shall separately furnish a BG equivalent to 5% of the total value of its respective Contract.

Where a BG is furnished, the provisions of Clauses 4.2(a) to 4.2(h), 4.2(j) and 4.2(k) shall apply separately to the BG required under each such Contract. The BG furnished by one Seller shall not constitute security for, or be available for invocation or recovery against, the obligations or liabilities of any other Seller.

The option of furnishing additional Security Deposit in lieu of BG under Clause 4.2(l) shall remain available separately to each Seller.

4.2(j) Proforma of Bank Guarantee towards Performance Security

The Bank Guarantee required under this Clause shall be furnished in the following Proforma:

(To be submitted on non-judicial stamp paper of appropriate value, but in no case less than Rs. 200.00, purchased in the name of the issuing Bank)

This Deed of Guarantee is made this ______ day of ______**, 20** by __________________________ (Nam e of Bank), having its Registered Office at ____________________________ and one of its branches/offices at ____________________________ (hereinafter referred to as the “Bank”), in favour of the Food Corporation of India, Regional Office Kerala, Kesavadasapuram, Pattom, Thiruvananthapuram – 695004 (hereinafter referred to as the “Buyer”).

WHEREAS M/s ____________________________, having its Registered Office at ____________________________ (hereinafter referred to as the “Seller”), has been awarded GeM Contract No. ___________________ dated __________________ for supply of __________________ litres of Malathion 50% EC (hereinafter referred to as the “Contract”).

AND WHEREAS, in terms of the Contract, the Seller is required to furnish an irrevocable and unconditional Bank Guarantee equivalent to 5% of the total cost of the contracted quantity of Stores, amounting to Rs. __________________ (Rupees ____ only), towards due performance of all obligations of the Seller under the Contract.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

1. The Bank hereby irrevocably and unconditionally undertakes to pay to the Buyer, on its first written demand and without any demur, protest, objection or contest and without notice to the Seller, any amount or amounts not exceeding in aggregate Rs. __________________ (Rupees ____ only).

Any such written demand made by the Buyer shall be conclusive and binding on the Bank as regards the amount due and payable under this Guarantee, and the Buyer shall not be required to prove or establish the grounds or reasons for such demand.

2. The Bank shall make payment pursuant to a demand made by the Buyer notwithstanding any dispute or disputes raised by the Seller or any other person, or the pendency of any suit, arbitration, proceeding or other matter before any Court, Tribunal or other authority.

The liability of the Bank under this Guarantee shall be absolute and unequivocal, subject only to the maximum amount guaranteed herein.

3. This Guarantee shall not be affected or discharged by any infirmity or irregularity in the Contract or in any obligation undertaken by the Seller thereunder, or by any dissolution or change in the constitution or status of the Buyer, the Seller or the Bank.

4. This Guarantee shall remain valid and enforceable for a period of twenty-four (24) months from the date of issuance of the Bank Guarantee, i.e. up to __________________ (BG Validity Expiry Date).

Where extension or amendment of this Guarantee is required in accordance with the Contract, the same shall be effected for such further period as required and the amendment shall be transmitted through SFMS by MT767 COV.

5. Notwithstanding the validity period specified above, a demand or claim under this Guarantee may be made by the Buyer in writing on or before __________________ (BG Claim Expiry Date). The BG Claim Expiry Date shall in no case be earlier than six (06) months from the BG Validity Expiry Date.

Where the validity of this Guarantee is extended or amended in accordance with the Contract, the BG Claim Expiry Date shall also be correspondingly extended/amended so as to remain not less than six (06) months from the revised BG Validity Expiry Date.

Unless such demand or claim is made on the Bank on or before the said Claim Expiry Date, the Bank shall thereafter stand discharged from all liability under this Guarantee.

Provided that any demand or claim made by the Buyer within the aforesaid Claim Expiry Date shall survive the expiry of this Guarantee and shall remain valid and enforceable against the Bank until the amount claimed thereunder has been fully paid and the claim finally satisfied.

6. The Bank further agrees that the Buyer shall have the fullest liberty, without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder, to vary any of the terms and conditions of the Contract, to extend the time for performance by the Seller from time to time, to postpone for any time or from time to time any of the powers exercisable by the Buyer against the Seller, or to forbear from or enforce any of the terms and conditions relating to the Contract.

The Bank shall not be relieved from its liability under this Guarantee by reason of any such variation, extension, postponement, forbearance, act, omission or indulgence on the part of the Buyer, or by any other matter or thing which, but for this provision, might have the effect of relieving a surety.

7. This Guarantee shall not be discharged by any change in the constitution, ownership, status or legal character of the Buyer, the Seller or the Bank.

8. The Bank hereby declares that it has full power and authority to issue this Guarantee and that the person(s) executing this Guarantee on behalf of the Bank is/are duly authorised and competent to do so.

9. The Bank hereby undertakes not to revoke this Guarantee during its currency except with the prior written consent of the Buyer.

10. The Bank confirms that the cover message relating to this Bank Guarantee has been transmitted through the Structured Financial Messaging System (SFMS) to the FCI Banker:

ICICI Bank Ltd.
9, Phelps Building, C.P., New Delhi
IFSC Code: ICIC0000007

through MT760 COV for issuance of the Bank Guarantee.

Any amendment to this Bank Guarantee shall be transmitted through MT767 COV.

The FCI Beneficiary Office Code FCISC11 shall be mentioned in Field 7037 of MT760 COV/MT767 COV.

EXECUTION

Bank Guarantee No.: ______________________________
Date of Issue: ______________________________
BG Amount: Rs. ______________________________
(Rupees ____ only)
BG Validity Expiry Date: ______________________________
BG Claim Expiry Date: ______________________________

SIGNED AND DELIVERED

For and on behalf of the above-named Bank

Signature: __________________________________
Name: ______________________________________
Designation: _________________________________
Employee/Authority No., if applicable: __________________
Branch: _____________________________________
Address: ____________________________________
Bank Seal: __________________________________

4.2(k) SFMS Cover Page Format

A. Bank Guarantee Particulars

Transaction Type: Issuance / Amendment
Bank Guarantee No.: ______________________________
Original Bank Guarantee No.: ______________________________
Original Bank Guarantee Date: ______________________________
Guarantee Type: PERFORMANCE

B.G. Amount: INR ______________________________
BG Effective Date: ____ / ____ / ______
BG Validity Expiry Date: ____ / ____ / ______
BG Claim Expiry Date: ____ / ____ / ______

B. Applicant / Seller Details

Name of Seller: ____
Address: ____

C. Beneficiary Details

General Manager (Region)
Food Corporation of India
Regional Office Kerala
Thiruvananthapuram – 04
FCI Beneficiary Office Code: FCISC11

D. Issuing Bank Details

Name of Bank: ____
IFSC Code: ____
Branch Name: ____
Branch Address: ____

E. SFMS Transmission Details

For issuance: MT760 COV
For amendment: MT767 COV
Sender: IFSC Code of Issuing Bank
Receiver: ICIC0000007

FCI Banker:
ICICI Bank Ltd.
9, Phelps Building, C.P., New Delhi

Send/Receive Date: ____ / ____ / ______
Status: RECEIVED

F. SFMS Field Details

7020: Bank Guarantee Number
7024: PERFORMANCE
7025: INR — Bank Guarantee Amount in digits
7026: Date of Issue and BG Validity Expiry Date — YYYYMMDDYYYYMMDD
7027: Date of Issue — YYYYMMDD
7029: BG Claim Expiry Date — YYYYMMDD
7031: IFSC Code of Issuing Bank
7032: Name of Issuing Bank with full Branch Address
7033: Seller/Applicant Name with full Address
7034:
FOOD CORPORATION OF INDIA
REGIONAL OFFICE KERALA
THIRUVANANTHAPURAM – 04
7035: ICIC0000007
7036:
ICICI BANK LTD.
9, PHELPS BUILDING, C.P.
NEW DELHI
7037: FCISC11
7040: N
7046: Date of Issue — YYYYMMDD
7047: Issuing Branch Name

7048: N

The issuing Bank shall provide the Seller with a copy of the SFMS message/transmission confirmation for submission to the Buyer along with the original Bank Guarantee.

4.2(l) Additional Security Deposit in lieu of Bank Guarantee

Notwithstanding anything contained in this Clause, wherever the Seller is required to furnish a Bank Guarantee under Clause 4.2, the Seller may, in lieu of such Bank Guarantee, deposit an additional Security Deposit of an equivalent amount with the Buyer within seven (07) calendar days from the date of issue of the corresponding GeM Contract, by way of NEFT/RTGS/Electronic Clearing System (ECS)/Online Transfer/Other electronic means, in the account specified by the Buyer.

Such additional Security Deposit shall be treated in the same manner as the Security Deposit furnished under Clause 4.1. Accordingly, all the provisions of Clause 4.1, including those relating to late deposit, non-adjustment of security furnished under any previous or other Contract, non-payment of interest, forfeiture, appropriation, recovery, release, additional quantity and allocation among multiple successful Bidders, shall apply to such additional Security Deposit, wherever applicable.

5. PRE-DISPATCH INSPECTION (PDI)

5.1 The Seller shall ensure that the Stores are ready and offered for Pre-Dispatch Inspection (PDI) within twenty-eight (28) calendar days from the date of issue of the Contract and shall, within the said period, notify the Buyer through e-mail regarding the readiness of the Stores for PDI, specifying the place at which the Stores are offered for inspection.

5.2 The concerned Regional Office/Buyer shall nominate Inspecting Officer(s)/Committee for Pre-Dispatch Inspection (PDI) and testing of the offered Batch of the Stores to be conducted at the Seller’s warehouse/factory premises or at such other place of inspection as may be declared/communicated by the Seller and accepted by the Buyer, before dispatch.

The inspection shall be carried out by Officer(s)/Official(s) representing the Buyer or by any other agency authorized/nominated by the Buyer for the purpose. The Seller shall, at its own expense, provide the Inspecting Officer(s)/Official(s) all reasonable facilities, including materials, tools, labour and assistance, and accommodation as may be necessary for inspection and testing of the Stores, and shall facilitate access to the Stores or any part thereof and materials connected therewith at the Seller’s premises or at such other place of inspection.

5.3 The Inspecting Officer(s)/Official(s)/Committee shall draw samples from the offered Batch/Stores offered for inspection, batch-wise, as per BIS Standard No. IS 10627 and its up-to-date amendments.

5.4 The samples drawn during PDI shall be properly sealed and labelled by the Inspecting Officer(s)/Official(s)/Committee and shall be sent/referred to a NABL-accredited laboratory for testing in accordance with the applicable specification.

The Inspection Note/PDI clearance shall be issued only after receipt of a satisfactory test report confirming conformity of the offered Batch with the prescribed/contractual specifications. The Seller shall not dispatch the Stores before receipt of such PDI clearance/Inspection Note from the Buyer.

5.5 After drawal of samples, the offered Batch shall be jointly sealed by the Inspecting Officer(s)/Official(s)/Committee and the Seller/its authorized representative, and the Seller shall ensure that the identity and integrity of the Lot/Batch so inspected and sampled are maintained without any tampering, substitution or alteration pending receipt of the laboratory test result and PDI clearance.

The Seller shall remain responsible for the safe custody of the inspected Batch during this period.

The PDI testing charges and the associated courier/transport charges for sending the samples for testing shall be borne by the Seller. Where any such expenditure is incurred by the Buyer/FCI, the same shall be reimbursed by or recoverable from the Seller.

5.6 The Pre-Dispatch Inspection Report shall be prepared by the Inspecting Officer(s)/Official(s)/Committee and communicated/forwarded to all concerned authorities/offices of the Buyer/FCI for necessary action and record.

5.7 Where the sample drawn from the offered Batch passes the prescribed laboratory testing, the satisfactory test result shall be communicated to the Seller, and the Batch shall be cleared for dispatch subject to the Dispatch Instructions of the Buyer.

5.8 If the sample fails the prescribed testing, the offered Batch shall be rejected, and the Seller may be asked/permitted to offer another Batch, whereupon the process of Pre-Dispatch Inspection (PDI) shall be initiated afresh.

In case the re-offered Batch is again rejected, the Contract may be cancelled/terminated and the Seller may be debarred from participating in FCI Bids for a period of one (01) year from the date of issuance of the order/Contract.

6. DISPATCH OF CONSIGNMENT

6.1 The quantity specified for delivery shall be delivered to the designated Consignee(s) within fifteen (15) calendar days from the date of communication by the Buyer to the Seller of the satisfactory laboratory test result in respect of the concerned Batch and its clearance for dispatch.

6.2 If the Seller fails to deliver the Stores or any part thereof within the aforesaid period or any re-fixed/extended delivery period, as applicable, the Buyer shall be entitled to deduct/recover Liquidated Damages at the rate of 0.5% of the Contract value of the delayed quantity for each week or part of a week of delay until actual delivery, subject to the maximum limits prescribed under the applicable GeM General Terms and Conditions.

6.3 The nominated Inspecting Officer(s)/Official(s)/Committee shall once again visit the Seller's premises for dispatch of the Batch of Stores which was subjected to testing and has successfully cleared the Pre-Dispatch Inspection (PDI).

The Stores shall be dispatched only in accordance with the Dispatch Instructions issued by the Buyer and under the supervision of the Inspecting Officer(s)/Official(s)/Committee.

6.4 The Consignment details/Dispatch Instructions shall be shared with the Consignee, i.e. the QC Official posted at the Depot/Store-in-Charge, for verification of the consignment at the time of receipt.

6.5 Stores Expended in Testing and Sampled Containers

Where the samples drawn during the Pre-Dispatch Inspection pass the prescribed tests and the corresponding Batch of Stores is accepted, the quantity of Stores actually drawn and expended in such testing shall be deemed to have been delivered to the Buyer and shall be paid for accordingly.

Each container opened for drawing such samples shall, immediately after sampling, be securely closed and jointly sealed by the Inspecting Officer(s)/Official(s)/Committee and the Seller or its authorized representative.

Each such container, together with the balance quantity remaining therein, shall be retained as part of the jointly sealed inspected Batch until dispatch and dispatched, together with the counter/reference sample required to be retained under the prescribed sampling procedure, to the Consignee specified at Sl. No. 1 of the Dispatch Instructions issued by the Buyer, under the supervision of the Inspecting Officer(s)/Official(s)/Committee.

The Seller shall ensure that every such container and the counter/reference sample are securely packed and protected against leakage, damage, loss or tampering during transit.

7. RECEIPT OF CONSIGNMENT

7.1 On receipt of the consignment, the Consignee shall verify the consignment with reference to the Consignment details/Dispatch Instructions shared by the Buyer, including the Lot/Batch Number, quantity and other relevant particulars, and shall carry out a thorough physical inspection/verification of the quantity and condition of the Stores received.

7.2 Stores belonging to different Lots/Batches shall not be accepted together under any circumstances.

In case of any lesser quantity/short receipt, the quantity required to make good such shortage shall be supplied only from the same Lot/Batch from which the original consignment was dispatched.

7.3 Any discrepancy/anomaly noticed at the time of receipt, including broken seals, signs of tampering, lesser quantity/short receipt or any other discrepancy in the condition or particulars of the consignment, shall be immediately intimated by the Consignee to the concerned Regional Office/Buyer, with a copy to the Seller, for further action.

7.4 Where the consignment is found to be in order upon receipt and verification, the concerned Regional Office shall be informed for initiation of the Post-Dispatch Inspection (Super-Check/PoDI), with a copy to the concerned Zonal Office.

7.5 The Stores received shall not be put to use and shall remain in safe custody at the Consignee/Depot until completion of the prescribed testing under the Post-Dispatch Inspection (Super-Check/PoDI) by the QC representative nominated under the authority of the Executive Director (Zone) and clearance of the Stores in accordance with the Contract.

8. POST-DISPATCH INSPECTION (SUPER-CHECK/PoDI)

8.1 Upon receipt of the consignment, the concerned Regional Office/Buyer shall intimate the concerned Zonal Office and the Seller and shall furnish/share the necessary consignment and Post-Dispatch Inspection details for carrying out the Post-Dispatch Inspection (Super-Check/PoDI).

8.2 The Executive Director (Zone) shall nominate an Officer not below the rank of Assistant General Manager (Quality Control) [AGM(QC)] for carrying out the Post-Dispatch Inspection (Super-Check/PoDI).

8.3 The nominated Officer shall draw the prescribed samples from the Stores in association with the QC Official(s) posted at the Depot, preferably the Store-in-Charge, after giving five (05) days' prior intimation to the Seller regarding the proposed date and time of sampling.

Once such intimation has been served upon the Seller, sampling shall be carried out on the pre-decided date and time, with or without the presence of the Seller or its authorized representative.

8.4 The samples drawn during the Post-Dispatch Inspection shall be jointly sealed and forwarded confidentially for testing to a NABL-accredited laboratory of an Autonomous Body/Institute/Public Sector Undertaking/Semi-Government Organization under the Government of India/State Government/Union Territory Administration, competent to carry out the relevant tests.

Where such a laboratory is not available, the sample may be tested through a reputed private NABL-accredited laboratory competent to carry out the relevant tests.

The testing charges for the Post-Dispatch Inspection shall be borne by the concerned Zonal Office/FCI, subject to Clause 8.6 in the case of appeal/re-testing.

8.5 Where the sample passes the prescribed testing, the test result shall be communicated to the concerned Regional Office, including the concerned Divisional Office/Depot and the Seller, and the Stores shall thereafter be cleared in accordance with the Contract.

8.6 Where the sample fails the prescribed testing, the Seller may prefer an appeal within seven (0

7) days from the date of communication of the failed test result.

On receipt of such appeal, another representative sample shall be drawn from the same Batch and shall be sent to the same laboratory for testing. The process from re-sampling up to forwarding/submission of the sample to the laboratory shall be completed within fifteen (15) days, subject to the prescribed sampling/intimation procedure.

An appeal received after the stipulated period of seven (07) days shall not be entertained.

Where no appeal is preferred within the prescribed period, or the appeal is otherwise time-barred, the rejected consignment shall be lifted by the Seller within fifteen (15) days, failing which storage charges shall be recoverable, besides such further action as may be permissible under Clause 5.8.

Where the appeal sample passes, the testing charges shall be borne by FCI. Where the appeal sample again fails, the entire testing charges shall be borne by the Seller, and the Seller shall lift/remove the rejected consignment at its own Risk and Cost, without any financial liability upon the Buyer/FCI.

8.7 The concerned Zonal Office shall complete/conduct the Post-Dispatch Inspection within fifteen (15) days from the date of receipt of the communication from the concerned Regional Office.

9. GENERAL / RELATED PoDI PROVISIONS

9.1 Where the Stores or any Batch thereof are found, upon the prescribed inspection/testing, not to conform to the contractual specifications, the Seller shall replace the non-conforming Stores or the entire affected Batch, as applicable, within thirty (30) calendar days from the date of communication of such requirement by the Buyer.

If the Seller fails to replace the Stores or the affected Batch within the stipulated period, the Buyer may, without prejudice to its other rights and remedies under the Contract and applicable law, terminate the Contract in whole or in part, purchase or authorize the purchase of the required Stores at the Risk and Cost of the Seller, forfeit the Security Deposit, invoke the Bank Guarantee, initiate action for debarment and recover all sums due from the Seller in accordance with Clause 17.

9.2 Post-Dispatch Inspection shall be carried out during the validity/currency of the Contract. Nothing shall preclude the Buyer/FCI from conducting more than one Post-Dispatch Inspection during the effective Contract period, particularly where complaints regarding inferior quality of the Stores are received.

9.3 The laboratory to which the sample is referred shall be requested/advised to furnish the test report within seven (07) days.

9.4 Payment for the Stores shall be linked to receipt of a satisfactory Post-Dispatch testing report, subject to Clause 19.

10. WARRANTY / GUARANTEE

10(a) Warranty / Guarantee Period

The Seller warrants and guarantees that the Stores supplied under the Contract shall conform to the specifications, quality and all other requirements prescribed under the Contract and shall retain their required quality and efficacy throughout the shelf life of the product as per Clause 2.1(b) which shall be the Warranty/Guarantee Period of the Stores.

Inspection, testing, acceptance, use or payment for the Stores by the Buyer shall not relieve the Seller of its obligations under this Clause in respect of any defect, deterioration, loss of efficacy or other non-conformity discovered during the Warranty/Guarantee Period.

10(b) Replacement during Warranty / Guarantee Period

Where, during the Warranty/Guarantee Period, any Stores are found to be defective, deteriorated, ineffective or otherwise not conforming to the requirements of the Contract, the Buyer shall intimate the Seller in writing, and the Seller shall replace the affected Stores, at its own cost, within fifteen (15) calendar days from the date of such communication.

The lifting/removal, transportation, replacement and testing/re-testing of the affected Stores, wherever required, shall be carried out at the Risk and Cost of the Seller, and all expenses in connection therewith shall be borne by the Seller.

10(c) Replacement Stores

The replacement Stores shall conform to all the specifications and other requirements of the Contract and shall not be more than two months old from the date of manufacture at the time of dispatch to the designated Consignee.

The replacement Stores shall carry a Warranty/Guarantee Period of twelve (12) months from their respective date of manufacture.

10(d) Failure to Replace

If the Seller fails to replace the affected Stores within the period stipulated under Clause 10(b), the Buyer shall, without prejudice to any other rights or remedies available under the Contract or applicable law, be entitled to purchase or authorize the purchase of the required Stores at the Risk and Cost of the Seller, and to recover all losses, damages, costs, expenses and other sums due from the Seller, including by appropriation of the Security Deposit and/or invocation of the Bank Guarantee, as applicable, in accordance with the respective provisions of the Contract.

Expiry of the Warranty/Guarantee Period shall not discharge the Seller from liability in respect of any defect, deterioration, loss of efficacy or other non-conformity which was notified to the Seller within such period.

10(e) Relationship with Inspection / PoDI Replacement

The replacement obligation under this Clause shall apply to defects, deterioration, loss of efficacy or other non-conformity noticed after final acceptance of the Stores during the Warranty/Guarantee Period. Replacement arising from failure of the Stores under the prescribed inspection/testing procedure prior to final acceptance shall be governed by the applicable provisions of Clause 9.1.

11. DISQUALIFICATIONS

11(a) Bidders who are blacklisted, debarred, banned or suspended by the Food Corporation of India, any Department of the Central or State Government, any Public Sector Undertaking or any Goods and Services Tax authority shall be ineligible to participate in the Bid during the period of such blacklisting, debarment, banning or suspension.

11(b) A Bidder whose Earnest Money Deposit or Security Deposit has been forfeited and/or whose Bank Guarantee has been invoked by the Food Corporation of India, any department of the Central or State Government or any Public Sector Undertaking, on account of any breach or default attributable to such Bidder, at any time during the two years preceding the Bid Opening Date, shall be ineligible to participate in the Bid.

11(c) A Bidder debarred under Rule 151 of the General Financial Rules, 2017, as amended from time to time, on account of conviction for an offence under the Prevention of Corruption Act, 1988, or under the Bharatiya Nyaya Sanhita, 2023 or any other law for the time being in force for causing loss of life or property or causing a threat to public health as part of the execution of a public procurement contract, shall be ineligible to participate in the Bid during the period of such debarment, which shall not exceed three (03) years commencing from the date of debarment.

11(d) While determining eligibility under Clauses 11(a) to 11(c), where the proprietor of the Bidder, any partner of the Bidder firm or any director of the Bidder company is subject, in any other cap acity, including as proprietor or partner of another firm or as director of another company, to an o perative blacklisting, debarment, banning, suspension or other disqualification falling within Claus es 11(a) to 11(c), the Bidder shall be ineligible for the period for which such disqualification render s the concerned person ineligible under the relevant Clause.

11(e) The onus of ensuring compliance with the eligibility conditions shall rest with the Bidder. An y Bidder found ineligible shall have its Bid rejected.

Where any information or document furnished by the Bidder is found to be false, forged, fabricated or materially misleading, the Buyer shall take action in accordance with the applicable provisions o f the Bid Document, including forfeiture of EMD, wherever applicable.

Where the Contract has already been awarded, action regarding termination, forfeiture of SD and/ or invocation of BG shall be governed by the respective provisions of the Contract.

11(g) Financial / Legal Standing

A Bidder which is under liquidation, court receivership or similar proceedings, or is bankrupt as on the Bid Opening Date, shall be ineligible to participate in the Bid.

11(h) Disqualification relating to Manufacturer/OEM

Where the Bidder is not the manufacturer/OEM of the Stores offered, the Bidder shall be ineligible t o participate in the Bid if, as on the Bid Opening Date, the manufacturer/OEM whose Stores are off ered is blacklisted, debarred, banned or suspended by the Food Corporation of India, any Departm ent of the Central or State Government, any Public Sector Undertaking or any Goods and Services Tax authority, during the period for which such blacklisting, debarment, banning or suspension re mains operative.

12. CARTELIZATION / ANTI-COMPETITIVE PRACTICES

12(a) Bidders shall not indulge in any anti-competitive practices or agreements, implied or expres s, while participating in this Bid.

12(b) In case any clear indication of cartelization or express or implied anti-competitive agreements between the Bidders comes to the notice of the Buyer at any stage, whether before or after award of the Contract, the Buyer reserves the right to reject the relevant Bids or terminate th e Contract, as the case may be, forfeit the EMD and/or SD and/or invoke the BG, as applicable, and recover the losses assessed by the Buyer as arising out of such anti-competitive practices of the Bi dder(s).

12(c) The Buyer may also recommend the case to the Ministry of Finance, Registrar of Companies , NSIC, Competition Commission of India or any other department or authority having appropriate j urisdiction for initiating necessary action, including, but not restricted to, cancellation of licence.

12(d) The Buyer also reserves the right to blacklist such Bidder(s).

12(e) The Buyer reserves the right to initiate appropriate legal action against the Bidder(s) if the i ndication of cartelization comes to notice even after award or expiry of the Contract.

13. CORRUPT PRACTICES

13(a) The Bidder or Seller shall not offer, promise, give or agree to give to any person in the empl oyment of the Buyer or working under its orders any bribe, commission, gift, consideration or adv antage of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any act in relation to the obtaining or execution of the Contract, or for showing or f orbearing to show favour or disfavour to any person in relation to the Contract.

13(b) Any breach of the aforesaid condition by or on behalf of the Bidder shall render its Bid inelig ible for consideration and entitle the Buyer to forfeit the EMD, wherever applicable. Canvassing on the part of, or on behalf of, the Bidder shall also render its Bid liable to rejection.

13(c) Where the Contract has already been awarded, any breach of the aforesaid condition by or on behalf of the Seller shall entitle the Buyer, without prejudice to any other rights or remedies available under the Contract or applicable law, to terminate the Contract in whole or in part, forfeit the Security Deposit and/or invoke the Bank Guarantee, as applicable, purchase or authorize the purchase of the Stores remaining to be supplied under the terminated portion of the Contract at the Risk and Cost of the Seller, recover any losses, damages, costs or other sums due from the Seller in accordance with Clause 17, initiate action for debarment/blacklisting, and take such other legal action as may be permissible under applicable law.

14. TERMINATION OF CONTRACT

14(a) Buyer may terminate the Contract:

(i) If the Seller breaches any of the terms and conditions of the Contract or fails to perform any of its obligations within the period specified in the Contract or any extension thereof granted by the Buyer in writing.

(ii) If the Seller, being an individual, or any partner of a registered partnership firm acting as the Seller, is adjudged insolvent, has a receiving order or an order for administration of his estate made against him, takes any proceeding for composition under any insolvency law for the time being in force, makes any conveyance or assignment of his effects, enters into any arrangement or composition with his creditors, or suspends payment; or if the Seller, being a registered partnership firm, is dissolved under the Partnership Act.

(iii) If the Seller, being a company, is wound up voluntarily or by an order of a Court, or a Receiver, Liquidator or Manager on behalf of the Debenture Holders is appointed, or circumstances arise which entitle the Court or Debenture Holders to appoint a Receiver, Liquidator or Manager.

Termination on the grounds specified in paragraph 14(a)(ii) or 14(a)(iii) may be effected without compensation to the Seller on account of such termination.

14(b) Buyer may issue a written notice of default. The notice shall require the Seller to remedy the default within a period of not less than fifteen (15) days from receipt of the notice.

If the Seller fails to remedy the default within the period specified in the notice, the Buyer may terminate the Contract in whole or in part, without prejudice to any other rights or remedies available to the Buyer under the Contract and law.

The cure period under this Clause shall not extend or supersede any specific period prescribed elsewhere in the Contract for performance or remedy of a particular default, or prejudice any consequence or remedy expressly provided upon expiry of such specific period.

14(c) Where the Contract is terminated in whole or in part on account of default by the Seller, the Buyer shall be entitled to purchase or authorise the purchase of the Stores remaining to be supplied under the terminated portion of the Contract at the Risk and Cost of the Seller and to recover any additional expenditure, losses or damages incurred on this account.

The Buyer shall also be entitled to forfeit the EMD and/or SD and/or invoke the BG, wherever applicable, in accordance with the respective provisions of the Contract, and/or to initiate action for debarment of the Seller in accordance with the applicable provisions of the Contract and law.

14(d) Where the Contract is terminated in whole or in part on account of default by the Seller, the Seller shall continue to perform the Contract to the extent not terminated.

Such termination shall not relieve the Seller of its liability for Liquidated Damages or other amounts recoverable under the Contract, nor prejudice any other rights or remedies available to the Buyer under the Contract and law.

15. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The Seller shall bear all charges for handling, tamping, printing, painting, marking and unloading, and for protecting and preserving patent rights, and for all such measures as the Inspecting Officer may require the Seller to take for the proper completion of the Contract, notwithstanding that no specific provision in respect thereof may have been made elsewhere in the Bid Document or the Contract.

16. LIABILITY OF SELLER

16.1 Risk in Stores

16.1(a) The Stores and every constituent part thereof shall remain in every respect at the risk of the Seller until their actual delivery to the Consignee at the destination specified in the Contract.

16.1(b) The Seller shall be responsible for any non-delivery, short delivery, misdelivery, loss, destruction, damage or deterioration of the Stores while awaiting dispatch or delivery or while in transit to the Consignee.

16.1(c) The Seller shall be solely responsible for making and pursuing any claim against the transporter, Railway Administration or other carrier in respect thereof.

16.2 Subletting and Assignment

The Seller shall not sublet, transfer or assign the Contract or any part thereof without the prior written permission of the Buyer.

16.3 Materials

The Seller shall be solely responsible for procuring all materials required for the performance and completion of the Contract.

16.4 Personnel / Labour and Statutory Compliance

16.4(a) The Seller shall be solely responsible for the personnel/labour, if any, engaged by it during the course of the Contract for supply and delivery of the Stores at the designated place at the destination.

16.4(b) Where the Seller engages any contract workmen in furtherance of the Contract, the Seller shall ensure strict compliance with all statutory obligations applicable to such workmen under the laws for the time being in force in India, including payment of Minimum Wages, Bonus and Gratuity, provision of applicable medical and welfare facilities, rest rooms, toilets, canteens and stipulated working hours, and such other statutory requirements as may be applicable.

16.4(c) The Seller shall maintain the prescribed Registers, file the prescribed Returns and remit all applicable contributions. Such Registers and records shall be made available to the Buyer or its authorized Officer(s)/Official(s) for inspection at any time during the currency of the Contract.

16.4(d) The Seller shall keep the Buyer/FCI indemnified against any liability, penalty, levy, fee, claim, cost or expense arising out of any breach or non-compliance with the aforesaid obligations.

16.4(e) Any amount incurred or paid by the Buyer/FCI on this account shall be recoverable from the Seller in accordance with Clause 17.

17. RECOVERY OF SUMS DUE

17(a) Whenever any claim for payment of a sum of money arises out of or under the Contract against the Seller, the Buyer/FCI shall be entitled to recover such sum, in whole or in part, by appropriating the Security Deposit (SD) and/or invoking any Bank Guarantee (BG) furnished by the Seller under the Contract.

17(b) In the event of the SD and/or BG being insufficient, the balance, or where neither is available, the entire sum recoverable, may be recovered by appropriating any sum then due or which may at any time thereafter become due to the Seller under this Contract or any other Contract with FCI.

17(c) If such sum is also insufficient to cover the full amount recoverable, the Seller shall, on demand, pay the balance remaining due to FCI.

18. INDEMNITY

18(a) General Indemnity

The Seller shall defend, indemnify and hold the Buyer harmless during and after the term of the Contract from and against any and all liabilities, damages, claims, fines, penalties, actions, proceedings and expenses of whatever nature arising or resulting from any violation of any law or rules by the Seller or its personnel, or in any way connected with any act, omission or negligence of the Seller or its personnel, any breach of the Contract or applicable law, or any failure by the Seller to perform its obligations under the Contract or applicable law.

18(b) GST Indemnity

The Buyer reserves the right to claim from the Seller any amount of tax, interest, penalty and litigation costs, if any, that may be incurred by the Buyer in future due to GST reporting or compliance mistakes on the part of the Seller.

Any amount due and recoverable from the Seller may be recovered in accordance with Clause 17.

19. PAYMENT

19(a) There shall be no advance payment.

19(b) Subject to the foregoing, 100% payment for the accepted quantity of each consignment shall be released within the payment timeline specified in the Bid Document, after issue of the CRAC and submission of the complete bills and documents.

19(c) Payment shall be made electronically to the verified bank account of the Seller, subject to statutory deductions as applicable.

19(d) The Seller shall submit, for payment, the Tax Invoice; the prescribed transport document, namely Railway Receipt/Lorry Receipt/Inward Waybill, as applicable; a declaration that the Stores supplied are correct as to quality/quantity, rate, total value and amount claimed; a certificate that the Stores supplied were not more than two months old from the date of manufacture at the time of dispatch; the bill through the Bill Tracking Software (BTS), as applicable; and any other document expressly required for payment under the Contract.

19(e) In addition to the documents submitted by the Seller, payment shall be processed only after the following records are available with the Buyer: the Pre-Dispatch Inspection Note issued following satisfactory completion of the prescribed Pre-Dispatch Inspection and testing; the laboratory test report relating to the Pre-Dispatch Inspection; the laboratory test report relating to the Post-Dispatch Inspection; and the Consignee Receipt-cum-Acceptance Certificate (CRAC).

20. NO WAIVER

20(a) Neither inspection by the Buyer or any of its agents, nor any order by the Buyer for payment of money, nor acceptance or taking possession of the whole or any part of the Stores by the Buyer shall operate as a waiver of any provision of the Contract, any power reserved to the Buyer or any right to damages provided under the Contract.

20(b) No waiver of any breach of the Contract shall be held to be a waiver of any other or subsequent breach.

21. DISCLAIMER

21(a) Wherever under the Bid Document or the Contract any matter is required to be determined, decided, assessed, certified, approved, accepted or rejected by the Buyer or any Officer/Official authorized by it, including any question relating to the interpretation, effect or application of any provision of the Bid Document or the Contract, the assessment of any damages, losses, charges, costs or expenses suffered or incurred by the Buyer, the amount recoverable thereunder from the Bidder/Seller, or any action or any remedy to be taken, the decision of the Buyer in respect thereof shall be final and binding on the Bidder/Seller, as applicable, and any power, option or discretion relating to such matters shall be exercisable at the discretion of the General Manager (R), Regional Office: Kerala, Food Corporation of India, who shall be the Competent Authority.

21(b) The Buyer shall be under no obligation to award the Contract to any Bidder merely by issuing this Bid.

21(c) The Buyer reserves the right to accept or reject any or all Bids, to seek clarifications or missing supporting documents from one or more Bidders, or to cancel the bidding process at any time before award of the Contract, without assigning any reason. No clarification or submission shall change the price or substance of the Bid or give any Bidder an undue advantage. The Buyer shall be under no obligation to seek such clarifications or documents. These rights shall be exercised in accordance with the applicable provisions of the Bid Document and law.

22. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

22(a) The Contract shall be governed by the laws of India for the time being in force.

22(b) Subject to applicable law, any disputes and differences arising out of the Contract shall be dealt with and adjudicated by the courts of competent jurisdiction situated in the State of Kerala.

23. LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE TECHNICAL BID

The Bidder shall upload legible copies of the following documents along with the Technical Bid. All licences, registrations and authorizations, and any other documents having a prescribed validity period, shall be valid as on the Bid Opening Date.

23(a) Product-related Licences, Registration and Certificates

(i) BIS licence held by the manufacturer/OEM for Malathion 50% EC conforming to IS : 2567 - 1978 with up-to-date amendments.

(ii) Manufacturing licence issued by the competent authority to the manufacturer/OEM for the manufacture of Malathion 50% EC.

(iii) Registration certificate issued by the Central Insecticides Board & Registration Committee (CIB&RC) to the manufacturer/OEM for Malathion 50% EC under the Insecticides Act, 1968 and the Insecticides Rules, 1971.

(iv) Certificate issued by the manufacturer/OEM confirming that the solvent(s)/emulsifying agent(s)/stabilizer(s) used in the manufacture of the Stores are safe for food grains.

(v) Where the Bidder is not the manufacturer/OEM:

(A) The Bidder shall upload authorization issued by the manufacturer/OEM for the Bidder to sell an d supply the Stores.

(B) The Bidder shall upload licence(s) issued by the competent authority authorising the Bidder to sell, stock or exhibit for sale or distribute the Stores, as applicable.

(C) The documents specified in paragraphs (i) to (iv) shall pertain to the same manufacturer/OEM t hat has issued the authorization and whose Stores are offered under the Bid.

(D) Declaration issued by the manufacturer/OEM confirming that, as on the Bid Opening Date, it is not blacklisted, debarred, banned or suspended by the Food Corporation of India, any Department of the Central or State Government, any Public Sector Undertaking or any Goods and Services Tax authority.

23(b) Constitution and Authority Documents

(i) Documents establishing the constitution and legal status of the Bidder, as applicable to its form of organisation.

(ii) Power of Attorney, Board Resolution, authorization or other document establishing the authorit y of the Authorized Signatory to submit the Bid and bind the Bidder.

23(c) Tax and Banking Documents

(i) Permanent Account Number (PAN) allotted to the Bidder.

(ii) Goods and Services Tax (GST) Registration Certificate issued to the Bidder.

(iii) Bank-account details of the Bidder for electronic receipt of payments under the Contract, inclu ding the name of the account holder, account number, name and address of the bank branch and IFSC, supported by a cancelled cheque or a certificate issued by the bank confirming that the acco unt is held in the name of the Bidder.

23(d) Bid Forms, Declarations and Undertakings

(i) Offer Letter on the Bidder’s letterhead, duly signed by the Authorized Signatory, in the format p rescribed at Annexure-I under Clause 24.

(ii) Undertaking-cum-Declaration on the Bidder’s letterhead, duly signed by the Authorized Signato ry, in the format prescribed at Annexure-II under Clause 25, covering the matters specified therein .

(iii) Bidder Particulars Form, duly filled in and signed by the Authorized Signatory, in the format pr escribed at Annexure-III under Clause 26.

(iv) Complete Bid Document, including the Buyer Added Terms and Conditions, annexures and all amendments and corrigenda thereto, duly signed on every page by the Authorized Signatory in to ken of acceptance.

23(e) Purchase Preference and Exemption Documents

(i) Where the Bidder claims status as an MSE owned by Scheduled Caste/Scheduled Tribe/Women entrepreneurs for the purposes of the Bid, documentary evidence establishing such status in accordance with the applicable Public Procurement Policy.

(ii) Where the Public Procurement (Preference to Make in India) Order, 2017 applies, the certificate or declaration prescribed in the Bid Document, specifying the class of local supplier claimed, perce ntage of local content and location(s) at which local value addition is made, together with any add itional certification prescribed thereunder.

(iii) Where the Bidder claims EMD exemption and/or purchase preference as a Micro or Small Enterprise, a valid Udyam Registration Certificate, together with documentary evidence establishing that the Bidder is the manufacturer/OEM of the Stores offered.

(iv) A Bidder claiming exemption from payment of EMD under any category other than Micro or Small Enterprise status shall expressly mention the exemption category claimed and upload the documentary evidence prescribed for that exemption category under the applicable GeM General Terms and Conditions.

23(f) Financial Capacity, Experience and Past-Performance Documents

(i) Certified audited Profit & Loss Account and Balance Sheet for the three (03) completed Financial Years immediately preceding the Financial Year in which the Bid Opening Date falls and a certificate issued by a Chartered Accountant or Cost Accountant specifying the annual turnover for each of the said Financial Years, in respect of the Bidder and the manufacturer/OEM, as applicable under the turnover criteria specified in the Bid Document.

(ii) Relevant Contracts/Purchase Orders, sufficient to establish compliance with the Experience Criteria and Past Performance Criteria specified in the Bid Document, including the quantity supplied and accepted during the relevant Financial Year(s), as applicable.

24. ANNEXURE-I — OFFER LETTER

From

Name and address of the Bidder:

To

The General Manager (R)
Food Corporation of India
Regional Office: Kerala
Kesavadasapuram, Pattom
Thiruvananthapuram – 695004

Subject: Offer for supply of Malathion 50% EC against GeM Bid No. __________ dated __________

Sir/Madam,

I/We hereby offer to supply the Stores in accordance with the Bid Document, including all amendments and corrigenda thereto, at the price quoted by me/us in the Price Bid or Reverse Auction, as applicable, and for such quantity as may be awarded in accordance with the Bid Document.

I/We confirm that I/we have examined and understood the Bid Document and unconditionally accept all its terms and conditions.

I/We agree that this offer shall remain valid for the Bid validity period specified in the Bid Document and that issuance of the Contract through GeM within that period shall bind me/us to perform the Contract in accordance with its terms.

I/We further confirm that the person signing this Offer Letter is duly authorized to submit the Bid and bind the Bidder.

Signature of the Authorized Signatory: ______________________________
Name: ______________________________
Designation: ______________________________
Name of the Bidder: ______________________________
Place: ______________________________

Date: ______________________________
Seal, if applicable

25. ANNEXURE-II — UNDERTAKING-CUM-DECLARATION

From

Name and address of the Bidder:

To

The General Manager (R)
Food Corporation of India
Regional Office: Kerala
Kesavadasapuram, Pattom
Thiruvananthapuram – 695004

Subject: Undertaking-cum-Declaration in connection with GeM Bid No. __________ dated __________ for supply of Malathion 50% EC

Sir/Madam,

I/We hereby undertake and declare as under:

1. Technical Compliance

I/We confirm that the Stores offered under the Bid conform to IS : 2567 - 1978 with up-to-date amendments and to all other technical specifications and requirements prescribed in the Bid Document.

2. Licences, Registrations and Authorizations

I/We declare that all licences, registrations and authorizations required under Clause 2.2 and relied upon for participation in the Bid are valid as on the Bid Opening Date.

I/We further undertake that, where the Contract is awarded to me/us, all such licences, registrations and authorizations shall be kept valid until award of the Contract and throughout the currency of the Contract, and timely action shall be taken for their renewal/extension before expiry, as applicable.

3. MSE Status, where Exemption / Preference is Claimed

Where I/we have claimed EMD exemption and/or purchase preference on the basis of Micro or Small Enterprise (MSE) status, I/we declare that the Bidder itself is the MSE manufacturer/OEM of the Stores offered and that the claim is supported by the documents prescribed in the Bid Document.

4. Disqualification of Proprietor / Partner / Director in Other Capacity

I/We declare that neither the proprietor of the Bidder, nor any partner or director thereof, as applicable, is subject, in any capacity whatsoever, including as proprietor or partner of another firm or as director of another company, to any operative disqualification referred to in Clause 11 which would render the Bidder ineligible under Clause 11(d).

Details, if any:

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5. Performance Security

I/We undertake that, if the Contract is awarded to me/us, I/we shall furnish the Performance Security, comprising the Security Deposit (SD) and Bank Guarantee (BG), or the additional Security Deposit permitted in lieu of the BG under Clause 4.2(l), as applicable, within the respective periods and in the manner prescribed in Clause 4 of the Bid Document.

I/We understand and accept that failure to comply with the aforesaid requirements shall render me/us liable to the action and remedies specified in the Bid Document and the Contract.

6. Financial / Legal Standing

I/We declare that the Bidder is not under liquidation, court receivership or similar proceedings and is not bankrupt as on the Bid Opening Date.

7. Blacklisting / Debarment / Banning / Suspension

I/We declare that, as on the Bid Opening Date, the Bidder is not blacklisted, debarred, banned or suspended by the Food Corporation of India, any Department of the Central or State Government or any Public Sector Undertaking and is not under any such operative disqualification which renders the Bidder ineligible under Clause 11 of the Bid Document.

I/We further declare that, as on the Bid Opening Date, the Bidder is not blacklisted by any Goods and Services Tax authority.

8. Adverse History

I/We declare that the following are the complete particulars, if any, relating to the Bidder during the period specified in Clause 11 of the Bid Document:

(a) Forfeiture of Earnest Money Deposit and/or Security Deposit:
Details, if any: ____

(b) Invocation of Bank Guarantee:
Details, if any: ____

(c) Debarment under Rule 151 of the General Financial Rules, 2017 on account of conviction for an offence specified under Clause 11(c):
Details, if any: ____

Where there is nothing to disclose against any of the above items, the same shall be treated as NIL.

9. Integrity / Anti-competitive and Corrupt Practices Undertaking

I/We undertake that the Bidder shall not indulge in cartelization, anti-competitive practices, corrupt practices or canvassing prohibited under Clauses 12 and 13 of the Bid Document.

10. Correctness of Declaration

I/We declare that the information furnished in this Undertaking-cum-Declaration is true and correct and that no material information relevant to the eligibility of the Bidder under the Bid Document has been concealed.

I/We understand that any information or document furnished by me/us which is found to be false, forged, fabricated or materially misleading shall attract action in accordance with the applicable provisions of the Bid Document and, where the Contract has already been awarded, the applicable provisions of the Contract.

I/We further confirm that the person signing this Undertaking-cum-Declaration is duly authorized to submit the same and bind the Bidder.

Signature of the Authorized Signatory: ______________________________
Name: ______________________________
Designation: ______________________________
Name of the Bidder: ______________________________
Place: ______________________________
Date: ______________________________
Seal, if applicable

26. ANNEXURE-III — BIDDER PARTICULARS FORM

The Bidder shall furnish the following particulars. Wherever a particular is not applicable, "Not Applicable" shall be stated.

1. Name of the Bidder

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2. Registered Office / Principal Place of Business

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3. Address for Correspondence

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4. Contact Details

E-mail Address: ______________________________________
Telephone / Mobile No.: ______________________________

5. Constitution / Legal Status of the Bidder

Sole Proprietorship / Registered Partnership / LLP / Company / Society / Trust / Statutory Body / Other (specify):

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6. Registration / Incorporation Particulars of the Bidder

Registration / Incorporation No.: __________________________
Date of Registration / Incorporation: ______________________
Registering Authority, where applicable: ____________________

7. Capacity in which Bidding

Manufacturer/OEM / Supplier authorized by the Manufacturer/OEM:

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8. Name and Registered Address of the Manufacturer/OEM of the Stores Offered

Where the Bidder itself is the Manufacturer/OEM, state "Self".

Name: ____

Registered Address:

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9. Address(es) of Manufacturing Unit(s) of the Manufacturer/OEM

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10. Annual Production Capacity of the Manufacturer/OEM for the Stores

____ litres per annum

11. Licence / Registration Particulars relating to the Stores

Particular	Licence / Registration No.	Valid From	Valid Up To
BIS Licence for Malathion 50% EC	__________	__________	__________
Manufacturing Licence for Malathion 50 % EC	__________	__________	__________
CIB&RC Registration for Malathion 50% EC	__________	__________	__________
Sale / Stock / Distribution Licence, where applicable	__________	__________	__________
Any other licence/authorization required under the Bid Document	__________	__________	__________

12. Name, Address and Designation of Proprietor / Partners / Directors, as Applicable

Sl. No.	Name	Address	Capacity / Designation
1	__________	__________	__________
2	__________	__________	__________
3	__________	__________	__________
4	__________	__________	__________

Additional rows may be added, where necessary.

13. Permanent Account Number (PAN)

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14. GST Registration Particulars

GSTIN: ____
Effective Date of Registration: ________________________

15. State(s) from which the Stores are Proposed to be Supplied

Sl. No.	Supplying State	GST State Code	GSTIN applicable to such supply
1	___________	___________	___________
2	___________	___________	___________
3	___________	___________	___________

Where the Bidder proposes supply from more than one State or through more than one GST registration, the particulars shall be furnished separately.

16. HSN Code Applicable to the Stores

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17. Bank Account Particulars

Name of Account Holder: ________________________________
Account Number: ______________________________________
Name of Bank: ____
Branch: ____
Branch Address: _______________________________________
IFSC: ____

18. Authorized Signatory

Name: ____
Designation: ____
Authority Document: Power of Attorney / Board Resolution / Authorization / Other:

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19. EMD Exemption

Whether exemption from payment of EMD is claimed: Yes / No

If Yes:

Category under which exemption is claimed:

Supporting Document:

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20. MSE Particulars, where MSE Status is Claimed

Whether the Bidder claims MSE status: Yes / No

If Yes:

Udyam Registration No.: ________________________________
Enterprise Category: Micro / Small
Whether the Bidder itself is the Manufacturer/OEM of the Stores offered: Yes / No

21. SC/ST/Women-owned MSE Status

Whether the Bidder claims status as an MSE owned by:

SC / ST / Women / Not Applicable

If applicable, details of supporting document/Udyam Registration:

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22. Make in India / Local Supplier Status, where Applicable

Whether preference under the Public Procurement (Preference to Make in India) Order, 2017 is claimed: Yes / No

If Yes:

Class of Local Supplier claimed: Class-I Local Supplier / Class-II Local Supplier
Percentage of Local Content: __________ %
Location(s) at which local value addition is made:

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23. Supply Experience / Past Performance Particulars

Total quantity of the Stores supplied and accepted during the Financial Year(s) relevant to the Experience Criteria and Past Performance Criteria specified in the Bid Document:

Financial Year	**Name of Purchaser**	**Contract / Purchase Order No. & Date**	**Product**	**Quantity Supplied and Accepted**
__________	__________	__________	__________	__________
__________	__________	__________	__________	__________
__________	__________	__________	__________	__________
__________	__________	__________	__________	__________

The corresponding Contracts/Purchase Orders required under Clause 23(f)(ii) shall be uploaded separately.

I/We certify that the particulars furnished above are complete and correspond to the documents uploaded along with the Technical Bid.

Signature of the Authorized Signatory: ______________________________
Name: ____
Designation: ____
Name of the Bidder: ___________________________________
Place: ____
Date: ____
Seal, if applicable

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12. **Buyer Added Bid Specific ATC**

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

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---