

**FOOD CORPORATION OF INDIA**

**REGIONAL OFFICE**  
**4- NEHRU PLACE, TONK ROAD,**  
**JAIPUR -302015**



**MTF FOR e-TENDER FOR SUPPLY OF**  
**MALATHION 50% EC AS PER BIS SPECIFICATION**

**PART – A**

**TECHNICAL BID**

## Critical Dates Sheet:

Tender Publish Date	21.10.2020
Document Download Start Date/time	21.10.2020 & 11.30AM
Document Download End Date/time	10.11.2020.2020 & 02.00PM
Bid Submission Start Date/time	21.10.2020 & 11.30AM
Bid Submission End Date/time	10.11.2020 & 02.00PM
Bid Opening Date/time	Technical bid on 11.11.2020 3.00PM

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PLACE OF OPENING OF TENDERS : FOOD CORPORATION OF INDIA  
REGIONAL OFFICE, JAIPUR, (Raj.)

:

ADDRESS FOR COMMUNICATION : THE GENERAL MANAGER (REGION)  
FOOD CORPORATION OF INDIA  
4- NEHRU PLACE, TONK ROAD,

JAIPUR -302015

**FOOD CORPORATION OF INDIA**  
**REGIONAL OFFICE**  
**4- NEHRU PLACE, TONK ROAD,**  
**JAIPUR -302015**

**TENDER NO.QC-15(1)/PUR-TE/MLTH/RAJ/2020-21**

**DATED: 21.10.2020**

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**REGIONAL OFFICE**  
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**DATED: 21.10.2020**

**DETAILED N.I.T.**

Food Corporation of India (FCI), RO, Jaipur (Raj.) invites offers under TWO BID SYSTEM for **Rate Running Contract for supply of MALATHION 50%EC conforming to BIS Specification No.IS:2567-1978,** with up to date amendments from Manufacturers and Authorized Suppliers registered with Central Insecticides Board (CIB)/having valid license from appropriate authority for import/export/sale of the said chemical and who fulfill the minimum eligibility criteria prescribed in the Tender Document. The period of Rate Running Contract is for one year extendable for a further period upto 3 months at the sole discretion of FCI on the same rates, terms & conditions which shall be terminable by FCI at any time during extended period without assigning any reason. Parties offering MALATHION 50% EC would be required to meet all mandatory/statutory requirement of GOI as amended from time to time for import and use of such chemical in India. The offer shall remain open for acceptance till ..... (60 Days from the date of opening of Tender).

1. The offer should be for supply of stores in Rajasthan inclusive of all Taxes (**except GST**), freight etc.
2. FCI, Regional Office Jaipur, Rajasthan is using services of Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> for purchase of MALATHION 50% EC.
3. Tender documents can be downloaded free of Cost from e-Procurement website <https://eprocure.gov.in/eprocure/app> or FCI, Regional Office Jaipur, Rajasthan website : [www.fci.gov.in](http://www.fci.gov.in) on payment of Rs 590/- (Rupees Five Hundred & Ninety Only) through RTGS/NEFT towards the cost of each tender form in the stipulated FCI, Regional Office, Jaipur, Rajasthan, SBI Bank Account No. 10203315916 in State Bank of India with IFSC Code No. SBIN0007128, Jaipur.
4. Tender must be electronically submitted (on-line at <https://eprocure.gov.in/eprocure/app> through internet) within the prescribed date and time as mentioned in the e-Procurement portal. Hard copy of the Tender documents will not be accepted at this stage.
5. The TECHNICAL BIDS will be opened at prescribed time and date as mentioned in the critical date sheet.
6. The Tenderers can contact 24\*7 Helpline No **1800 233 7315** with regard to technical issues relating to functioning of e-procurement platform.
7. Other details can be seen in the Tender documents.
8. The Tenderers shall deposit alongwith the Technical Bid through RTGS / NEFT an amount of Rs. (@ 2% of total contract value of chemical, separately) (In words) towards Earnest Money in the stipulated FCI account No. in . **10203315916 in State Bank Of India with IFSC Code No.SBIN0007128** and the scanned copy / soft copy of RTGS / NEFT acknowledgment of such deposit shall be uploaded along with the Technical Bid.

9. Tenders not accompanied by prescribed Earnest Money will not be accepted unless otherwise specifically exempted as per the policy of Government of India issued from time to time.
10. Incomplete offer/offers not conforming strictly to the prescribed Tender forms and terms & conditions and instructions shall not be considered and shall stand summarily rejected. The Tender will be automatically closed after the date and time as mentioned in the e-Procurement platform.
11. Corporation reserve the right to give preference to any party registered as SSI unit with NSIC and holding a valid SSI certificate for the Tendered product as per the policy of Govt. of India issued from Time to time.
12. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
13. If the date fixed for opening of the Tender is declared as holiday the Tender will be opened on the next working day at the same time and venue.
14. The Food Corporation of India, Regional Office, Jaipur, Rajasthan reserves the right to accept or reject any or all Tenders without assigning any reason/notice whatsoever.
15. The offers submitted would be governed by all the terms & conditions laid down in the prescribed Tender form and the terms & conditions indicated herein.
16. Food Corporation of India, Regional Office, Jaipur, Rajasthan reserves the right to scrap this Tender enquiry at any stage without assigning any reason and FCI will not be liable for any costs incurred by the indenting Tenderers.
17. Neither FCI, Regional Office, Jaipur, Rajasthan nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
18. FCI, Regional Office, Jaipur, Rajasthan will not enter into any negotiations even with the Lowest Tenderer.
19. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the contract comes to the notice of the FCI, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/ Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license.
20. Corporation may, at its discretion, seek from any or all consultants' clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing.
21. Corporation at its sole discretion may ignore minor omission in the Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.

22. Corporation at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc. It is further clarified that no new Document shall be accepted.

23. As per GOI, office memorandum dated 23.06.2020 has directed that it should be ensure that any **item Made in China may not be offered/ accepted.**

ASSTT.GEN. MANAGER (QC)

For GENERAL MANAGER (REGION)

FOOD CORPORATION OF INDIA

## Offer Letter from the Tenderer

FROM:

FULL NAME AND ADDRESS OF THE TENDERER

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To,

The General Manager (Region)  
Food Corporation of India  
REGIONAL OFFICE,  
4- NEHRU PLACE, TONK ROAD,  
JAIPUR -302015

**SUB: e-TENDER NOTICE/TENDER NO. TENDER NO. QC-15(1)/PUR-TE/MLTH/RAJ/2020-21  
DATED 21.10.2020 FOR PURCHASE OF MALATHION 50% EC**

Dear Sir,

I/We hereby offer to supply the stores/chemicals MALATHION 50% EC in accordance with the Tender Terms & Conditions or such portion thereof as you may specify in the acceptance of Tender at the rate given in the price Bid and agree to hold this offer open as per Tender terms. I/We shall be bound by a communication of acceptance of the offer dispatched within the prescribed time.

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

Yours Faithfully

(NAME OF THE PERSON SIGNING/SUBMITTING THE TENDER)  
ALONGWITH WITH CAPACITY

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

# **FOOD CORPORATION OF INDIA**

**TENDER NO. QC-15(1)/PUR-TE/MLTH/RAJ/2020-21**

**DATED: 21.10.2020**

## **INVITATION TO ONLINE TENDER**

From:-

The General Manager (Region)  
Food Corporation of India  
REGIONAL OFFICE,  
4- NEHRU PLACE, TONK ROAD,  
JAIPUR -302015

Dear Sir (s),

On behalf of the Food Corporation of India, Regional Office, Jaipur, Rajasthan (hereinafter referred to as Corporation), Tenders are invited for supply of stores/chemicals MALATHION 50% EC as detailed in the Tender Terms & Conditions. Tenderers who fulfill the criteria/requirements may submit their offer for any or for all of the above chemicals in the prescribed mode of Tender Submission.

### **1. AVAILABILITY OF TENDER DOCUMENTS:**

Tender documents may be downloaded in electronic form from e-Procurement website of Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app>

The detailed Tender document can also be viewed at official website of FCI i.e. [www.fci.gov.in](http://www.fci.gov.in).

### **2. INFORMATION TO TENDERERS / INSTRUCTIONS FOR E-BID SUBMISSION**

2.1 The Tenderers can contact help desk through toll free number 1800 233 7315 with regard to technical issues relating to functioning of their e-Procurement platform. FCI, Regional Office, Jaipur, Rajasthan may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Tenderer, modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Tenderers. The addendum/corrigendum would be uploaded on <https://eprocure.gov.in/eprocure/app> and [www.fci.gov.in](http://www.fci.gov.in). In order to afford the prospective Tenderer to take into account the modification or for any other reasons, FCI, Regional Office, Jaipur, Rajasthan may, at its discretion extend the due date for submitting the Tender.

#### **2.2 TWO BID SYSTEM**

The offer should be submitted under two Bid System  
(I) A-Technical Bid      (II) B-Price Bid

### **2.3 Instructions for Online Bid Submission**



Instructions to the Contractors/Tenderers for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement <https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and registration of the contractors/Tenderers on the e-procurement/e-tender portal is a prerequisite for e-tendering. The details are available at <https://eprocure.gov.in/eprocure/app>
- 2) Tenderer should do the registration in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Tenderers should provide the correct/true information including valid email\_id. All the correspondence shall be made directly with the contractors/Tenderers through email\_id provided.
- 3) Tenderer need to login to the site through their user ID/ password chosen during registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the Tenderer and should ensure safety of the same.
- 6) Tenderer may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Tenderer should go through them carefully and then submit the documents as stipulated, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or thro’ the contact details. Tenderer should take into account the corrigendum published before submitting the bids online.
- 9) Tenderer then logs in to the site through the secured login by giving the user id/ password chosen during registration and then by giving the password of the eToken/Smart Card to access DSC.**
- 10) Tenderer selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.
- 12) It is construed that the Tenderer has read understood and accepted all the terms and conditions before submitting their offer. Tenderer should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Tenderers Bid documents may be scanned with minimum 100 dpi with black and white option. However, of the file size is less than 1 MB the transaction uploading time will be very fast.
- 14) If there are any clarifications, this may be obtained through the site or during the pre-bid meeting if any up to four days before the date of opening of the bid. Tenderer should take into account any corrigendum/addendum published from time to time and such modifications

will be binding on the tenderer notwithstanding whether the Tenderer has uploaded his bid document or not.

- 15) The Tenderers can upload well in advance, the documents such as certificates, annual report details etc., under My Space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Tenderer should submit the EMD as specified in the tender.
- 17) While submitting the bids online, the Tenderer reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The Tenderers shall deposit Earnest Money in the stipulated FCI, Regional Office, Jaipur, Rajasthan account and the scanned copy / soft copy of RTGS / NEFT acknowledgment of such deposit shall be uploaded along with the Technical Bid.
- 19) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated. Tenderers to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 20) The Tenderer has to upload the stipulated documents as indicated in the MTF, failing which the bid will be rejected.
- 21) If the price bid format is provided in a spread sheet file like BoQ\_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template shall not be modified/replaced by the Tenderer, else the bid submitted is liable to be rejected for this tender.
- 22) The Tenderers are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Tenderers at the eleventh hour.
- 23) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the Tenderer and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during bid submission.
- 25) All the data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 27) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28) The Tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29) For any queries regarding e-tendering process, the Tenderers are requested to communicate before opening of the Tender using the contact details as provided in the tender document. Parallely for any further queries related to technical issues, the Tenderers are asked to contact over phone: 1800-233-7315 or send a mail over to – [cphp-nic@nic.in](mailto:cphp-nic@nic.in). Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.

#### IMPORTANT NOTE:

- 1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who have not enrolled/registered in e-procurement should enrol/register before participating through the website <https://eprocure.gov.in/eprocure/app> . The portal enrollment is free of cost. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission '.
- 2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app> .
- 3) Tenders and supporting documents should be uploaded through e-procurement portal. Hard copy of the tender documents will not be accepted.

### **3. SIGNING/SUBMISSION OF TENDER**

- A)** Person or persons signing /submitting the Tender shall state in what **capacity** he is or they are signing/submitting the Tender, e.g. as sole proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company.
- B)** In the case of Registered Partnership Firms, the names of all the Partners should be disclosed and the Tender shall be signed by all partners or their duly Constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The **scanned copy** of the Registered Partnership Deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary should be uploaded.
- C)** In case of a limited Company, the names and addresses of all the Directors, Bankers, Auditors shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. **Scanned copies** of the Memorandum and Articles of Association of the Company, Certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 3 years, Resolution of BOD authorizing the signatory to sign the Tender shall be uploaded.

**D)** A Hindu Undivided Family (either as a proprietor or partner of Firm) shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of Firm) shall be summarily rejected.

**E)** The persons competent to sign/submit the Tender Form or any document forming part of the Tender on behalf of another shall be responsible to produce a proper Power of Attorney on the non – judicial stamp paper of appropriate value duly executed and attested by a notary in his favour, stating that he has Authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said Power of Attorney his Tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the Contract and Law. The “Power of Attorney” should be signed by all the Partners in the case of Registered Partnership Concern, by the Proprietor in the case of the Proprietary Concern, and by the person who by his signature can bind the company in the cases of a Limited Concern.

#### 4. **EARNEST MONEY**

Each Tender must be accompanied by an **Earnest Money Deposit (EMD)** equivalent to 2% of total contract value of each chemical, **of Rs. 6156/- (Rupee. Six Thousand One Hundred Fifty Six only)**. The Tenderers shall deposit Earnest Money in the stipulated FCI account on or before bid submission closing date & time and the scanned copy / soft copy of RTGS / NEFT/Fund transfer (internet banking) acknowledgment of such deposit shall be uploaded along with the Technical Bid. Any tender not in accordance with Terms and Conditions above will be rejected by FCI as non-responsive.

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

b. The Earnest Money will be returned to all unsuccessful Tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the Acceptance Letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

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

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

5. If any of the attached/uploaded documents are found to be forged/fabricated at any stage, before or after the award of the contract and/or expiry of the contract the Security Deposit /Earnest Money Deposit of the Contractor will be forfeited without prejudice to any other rights and remedies of the corporation under the Contract and Law.

6. Tenderers must quote their Income Tax Permanent Account Number (PAN).

7. **SUBMISSION OF TENDERS**

Tenderer shall submit the Tender electronically before the notified last date and time of Tender submission. FCI, Regional Office, Jaipur, Rajasthan may extend the deadline for submission of Tenders by issuing appropriate notification in which case all rights and obligations of FCI, Regional Office, Jaipur, Rajasthan and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

8. **LATE TENDERS**

In online e-procurement system, Tenderer will not be able to submit the Tender after the notified last date and time of Tender submission.

9. **MODIFICATION AND WITHDRAWAL OF TENDERS**

- a) Tenderer may all the time can modify and correct or upload any relevant document in the portal till the last date and time of Tender submission, as published in the e-procurement portal.
- b) Withdrawal of bids are not allowed, once bids are submitted. In case of withdrawal, EMD shall be forfeited.

10. **PERIOD FOR WHICH THE OFFER WILL REMAIN OPEN**

- (i) The offers should remain open for acceptance till the date as mentioned in the Tender. However, the Corporation reserves the right to extend this period of offer by 30 days at its sole discretion and this extension will be binding on the Tenderer. If the date upto which the offer is to remain open for acceptance being or being declared to be a closed holiday, the Tender shall be deemed to remain open for acceptance till the next working day.
- (ii) The Tenderer not keeping offers open for the prescribed period are liable to be summarily rejected and their EMD will be forfeited. Offers qualified by such vague and indefinite expressions such as "subject to immediate acceptance" "subject to prior sale" etc. WILL NOT be considered. Conditional Tenders would be summarily rejected and EMD would be forfeited in case of any conditional Tender.
- (iii) In exceptional circumstances, prior to expiry of the original time limit or extended time of 30 days, the Tenderer may suo moto or upon the request of FCI, Regional Office, Jaipur, Rajasthan extend the period of validity in writing for a specified additional period. In case the Tenderer is not willing to accept the request of FCI, Regional Office, Jaipur, Rajasthan for extending the period of validity of offer, his EMD will NOT be forfeited.

11. **MINIMUM ELIGIBILITY CRITERIA**

The Tenderers who fulfill the MINIMUM ELIGIBILITY CRITERIA stipulated below only are eligible to apply:

(a) Manufacturer(s) of MALATHION 50% EC confirming to BIS Specification No. **IS-2567-1978** with up-to-date amendments having own manufacturing Unit with existing valid manufacturing License and Sales Tax number in its own name at present are eligible to participate in Tender. Authorised Suppliers of the stores are also eligible to participate provided they have to provide the details of original Principal manufacturer with regards to the minimum eligibility

criteria alongwith valid authorization/appointment as supplier by the Principal manufacturing company and the details of the Sales Tax Number in its name.

(b) The firm manufacturing the item should have valid Registration Certificate of the Central Insecticides Board for manufacture of MALATHION 50% EC.

(c) The firm manufacturing the item should have valid BIS Certificate confirming the product to BIS specifications **IS-2567-1978** as mentioned above with up-to-date amendments.

Copies of Certificates and documentary proof in support of the above minimum eligibility criteria should be uploaded by the Tenderer along with the Tender failing which the Tender is liable to be rejected.

#### **(d) DISQUALIFICATIONS**

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

(I) Tenderers who have been blacklisted or otherwise debarred by FCI, Regional Office, Jaipur, Rajasthan or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of five years, whichever is earlier.

(II) Any Tenderer whose contract with the Food Corporation of India, Regional Office, Jaipur, Rajasthan or any department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.

(III) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India, Regional Office, Jaipur, Rajasthan or any department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.

(IV) If the proprietor/any of the partners of the Tenderer firm/any of the Director of the Tenderer company have been, at any time, convicted by a court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

**(V) Tenderer/ Bidder who is blacklisted by the GST authorities.**

(VI) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner in another firm, or as director of a company etc.) will render the Tenderer disqualified.

(VII) A Hindu Undivided Family shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family shall be summarily rejected. The onus of ensuring the eligibility condition would be on the Tenderer and any party found subsequently ineligible would be summarily rejected and the EMD and SD in such case is liable to be forfeited.

12. In case of any clear indication of cartelization at any stage, the corporation reserves the right to reject the Tenders or Terminate the contract as the case may be, forfeit the EMD and/or Security Deposit and also recommend the case to the Central insecticide Board/ Ministry of Finance/Registrar of Companies, Competition commission of India or any other Deptt. For appropriate action, including, but not restricted to, cancellation of license. Corporation at its discretion also reserves the right to blacklist such Tenderers.

### 13. **TECHNICAL BID- OPENING AND EVALUATION**

#### **A. OPENING OF TENDERS**

FCI, Regional Office, Jaipur, Rajasthan will open the Technical Bid of all Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view other Tenderers in the e-Procurement platform after opening of the Tender. However, they are at liberty to be present personally or through authorized representative at FCI, Regional Office, Jaipur, Rajasthan at the time of opening of the Tender along with the bid acknowledgement receipt generated by the system after successfully bid submission. In the event of the specified date of Tender opening being declared a holiday for FCI, Regional Office, Jaipur, Rajasthan the Tenders will be opened on the next working day but there will be no change in the time for opening as indicated in the Tender.

#### **B. PRELIMINARY EXAMINATION**

- i) Prior to the detailed evaluation of Tenders, it will be determined whether each Tender; (a) has been digitally signed; (b) paid requisite amount of EMD and TPF and; (c) is responsive to the requirements of the Tender documents.
- ii) A Tender determined as not responsive will be rejected by the FCI, Regional Office, Jaipur, Rajasthan and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

#### **C. SUPPORTING DOCUMENTS**

The eligible Tenderers would be required to show the supporting documents, in original or self-attested by authorised signatory, on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

**D.** A list of Tenderers who qualify the Technical Bid will be available to qualified Tenderers in the e-procurement portal.

#### **E. CORRUPT PRACTICES**

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his tender from being considered. Canvassing on the part of, or on behalf of, the Tenderer will also make his tender liable to rejection and forfeiture of EMD.

**E(1).** Tenderers shall not indulge in any anti-competitive practices/agreements implied or express while participating in the Tender.

**F.** In case of any clear indication of cartelization or express or implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the contract comes to the notice of the FCI, Regional Office, Jaipur, Rajasthan the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the authority arising out of such anti-competitive practices of the Tendered(s) and also recommend the case to the Ministry of Finance/ Registrar of Companies/ NSIC/ Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license. Corporation reserves the right to initiate

appropriate legal action against the Tenderers if the indication of cartelization comes to notice even after award of contract/expiry of contract.

**G.** If the information given by the Tenderer in the Tender Document is found to be false/incorrect at any stage, Food Corporation of India, Regional Office, Jaipur, Rajasthan shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and law.

#### **14. OPENING OF PRICE BID**

After the technical evaluation is completed, the Corporation will open the Price Bid of only technically qualified tenderer on the date and time as fixed in the Tender or on subsequent date & time which will be intimated to the Tenderers. The Notification may be sent by registered letter or fax or e-mail.

FCI, Regional Office, Jaipur, Rajasthan will open the Price Bid of all technically qualified Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view the Price Bids of other Tenderers in the e-Procurement portal after opening of Price Bids. However, they are at liberty to be present personally or through authorized representative at FCI, Regional Office, Jaipur, Rajasthan at the time of opening of the Tender along with the bid acknowledgement receipt generated by the system after successfully bid submission.

#### **15. Submission of Hard copy of Tender Document**

As a condition precedent for issuing the acceptance letter, successful Tenderer shall submit the hard copy of MTF duly signed by the Authorized Signatory within 7 days from the date of communication of FCI, Regional Office, Jaipur, Rajasthan advising the tenderer to furnish the same.

#### **16. AWARD OF CONTRACT**

The contract will be awarded to the lowest (L-1) successful Tenderer by issue of Acceptance letter by post/fax/e-mail which shall be binding on the Tenderer.

- 17.** The Corporation reserves the right to accept or reject the whole or any part of the Tender or portion of the quantity offered without assigning any reason whatsoever and does not bind itself to accept the lowest Tender or any Tender.
- 18.** The Corporation reserves the right to award **Parallel Rate Running Contract** to one or more Suppliers, for supply of store(s) at its discretion. Corporation reserves the right to place DIs on any such supplier based on the performance of the Contractor and for such other reasons to be recorded, in public interest.



**FOOD CORPORATION OF INDIA**  
**REGIONAL OFFICE**  
**4- NEHRU PLACE, TONK ROAD,**  
**JAIPUR -302015**

**TENDER NO. QC-15(1)/PUR-TE/MLTH/RAJ/2020-21**

**DATED:21.10.2020**

**TENDER TERMS & CONDITIONS REGULATING PURCHASE OF MALATHION 50% EC.**

**I. DEFINITIONS AND INTERPRETATION**

- (1) **In the Contract and the General & Special conditions governing it, unless the context otherwise requires: -**
- (a) **“Corporation”** means the Food Corporation of India established under Section 3 of the Food Corporations Act, 1964 and will include its Managing Director / Secretary and its successor and assignees, or its duly authorized officers.
- (b) **“Acceptance of Tender”** means electronically or through the letter of memorandum communicating to the Tenderers, the acceptance of his Tender.
- (c) **“Consignee”** means where the stores are required by the acceptance of Tender to be despatched by rail, road, air or steamer, the person specified in the acceptance of Tender to whom such stores are to be delivered at the destination, where the stores are required by the acceptance of Tender to be delivered to a person as an interim consignee for the purpose of despatch to another person, such other person; and in any other case, the person to whom the stores are required by the acceptance of the Tender to be delivered in the manner therein specified.
- (d) **“Contract”** means the invitation to Tender, instructions to Tenders, Tender, acceptance of Tender, Annexures, Appendices to the tender document, the general and special conditions specified in the acceptance of Tender and includes indents/repeat orders placed on the contractor by FCI, Regional Office, Jaipur, Rajasthan during the validity of the contract period.
- (e) **“Contractor”** means firm, company or the persons with whom the contract is made and includes his heirs, executors, administrators or successors and permitted assignees, as the case may be.
- (f) **“Inspecting Officer”** means the person specified in the Contract for the purpose of inspection of the stores or work under the contract and includes his authorized representatives.
- (g) **“Material”** means anything used in the manufacture of fabrication of the stores;
- (h) **“Particulars”** includes:
- (i) Specifications;
  - (ii) Samples sealed by the purchaser for guidance of the Inspecting Officer (hereinafter called the Certified sample) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer.
  - (iii) Any other details governing the construction, manufacturer of supply or stores as may be prescribed by the contract.

- (i) **“Purchase Officer”** means the Officer signing the acceptance of Tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
  - (j) **“Purchaser”** means the purchaser named in the Terms & Conditions of the Tender and includes his successors or assignees.
  - (k) **“Signed”** means duly signed by the authorized person/representative of FCI, Regional Office, Jaipur, Rajasthan or the contractor as the case may be.
  - (l) **“Stores”** means the goods specified in the Terms & Conditions of the Tender which the Contractor has agreed to supply under the contract.
  - (m) **“Supply Order”** means order for supply of stores and includes an order for performance of service.
  - (n) **“Unit”** and **“Quantity”** means the unit and quantity specified in the Terms & Conditions of the Tender.
  - (o) **“Writing”** includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
  - (p) **Indian Manufacturer:** Manufacturer should have their own plant & registered license to manufacture the product in India as per the Indian Law. He should fulfill all the criteria of Business in India including Excise Duty, Sales tax & other taxes applicable in India.
  - (q) **Authorized Supplier:** He should be basically a ‘trader’ and not the ‘manufacturer’ of the goods. He must have a written Authority to trade in good/goods of the manufacturer. He has to submit an undertaking from the Principal Manufacturer that he guarantees that the material will be made available to the dealer.
- (2) The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Inspecting Officer, to
    - (a) The consignee at his premises or
    - (b) Where so provided the interim consignee at his premises.
  - (3) Words in the singular include the plural and vice versa.
  - (4) Words importing the masculine gender shall be taken to include the feminine gender and word importing persons shall include any company or association or body of individuals, whether incorporated or not.
  - (5) The heading of these conditions shall not affect the interpretation or construction thereof.
  - (6) Terms and expressions not defined herein shall have the meaning assigned to them in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872, or the General Clauses Act, 1897 as the case may be.

## II. (1) **PARTIES**

The parties to the contract are the Contractor and the Food Corporation of India, Regional Office, Jaipur, Rajasthan having its office at 4-Nehru Place, Tonk Road, Jaipur.

**(2) ADDRESS OF THE CONTRACTOR AND COMMUNICATIONS ON BEHALF OF THE PURCHASER:**

(a) For all purposes of the contract, hereunder, the address of the contractor mentioned in the Tender shall be the address to which all communications addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by Registered Post Acknowledgement-Due to the General Manager (Region), Food Corporation of India, Regional Office, Jaipur (Raj.), 4-Nehru Place, Tonk Road, Jaipur. The Contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.

(b) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the contractor by a Purchase Officer and all such communication and notices may be served on the contractor either by Registered Post or Under Certificate of Posting or by ordinary post or by hand delivery under due acknowledgement or by e-mail at the option of such officer.

**III. DESCRIPTION OF STORES**

MALATHION 50% EC conforming to BIS specifications No. IS-2567-1978 with up-to-date amendments.

**IV. QUANTITY**

It will be a Rate Running Contract and during the operation of the RRC, the Supply Orders will be placed by Regional Office of FCI, Regional Office, Jaipur, Rajasthan from time to time depending upon the requirement. The estimated annual requirement of each chemical is given as Annexure "D".

**V. AUTHORITY OF THE GENERAL MANAGER OR AN OFFICER ACTING ON HIS BEHALF**

For all purposes of the contract proceedings there under, the General Manager (Region) of the Corporation or any other Officer authorized to act on his behalf shall be entitled to exercise all the rights and powers of the Purchaser.

**VI. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT**

The Contractor shall perform the contract in all respect in accordance with the terms and conditions thereof:

**(1) Risk in the Stores:** The stores and every constituent part thereof, whether in the possession or control of the contractor, servants or a carrier, or in the joint possession, of the Contractor or servants and the Purchaser, his servants, shall remain in every respect at the risk of the contractor until their actual delivery to the Consignee at the stipulated place or destination or, where so provided in the acceptance of Tender, until their delivery to a person specified in the interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss destruction, damage or deterioration to the stores from any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The contractor shall alone be entitled and responsible to make claims against the transporter/Railway administration, other carrier, in respect of non-delivery, short delivery, mis delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.

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

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

Provisions relating to the removal of stores rejected by the Inspecting Officer shall, mutatis mutandis apply to stores rejected by the consignee as herein provided.

**(3) Subletting and Assignment:**

The Contractor shall not, sublet, transfer or assign the contract or any part thereof without prior written permission of the corporation.

**(4) Assistance to the Contractor:**

The Contractor shall be solely responsible to procure any material required for the fulfillment of the contract.

**VII. QUOTATIONS OF RATES BY CONTRACTORS**

(1) Rate to be quoted in the proforma of Price Bid enclosed (Annexure 'C') in the required manner only. Rate to be quoted in Rupees on FOR destination by Road/Rail to the FCI, Regional Office, Jaipur, Rajasthan nominated destination anywhere in Rajasthan Region inclusive of packing /forwarding charges, insurance charges, freight, handling charges, all other ancillary charges, all central and local taxes, levies and duties **(except GST)**.

(2) The price quoted by the Contractor shall not be greater/more than the price usually charged by the Contractor for stores of the same nature, class or description to a private purchaser.

(3) If it is discovered that the Contractor has contravened the above condition in sub clause (2), then without prejudice to any other action, which might be taken against him, it shall be lawful for the Corporation –

(i) to revise the price at any stage so as to bring it in conformity with sub-clause (2) above or

(ii) to terminate the contract and purchase the stores at the Risk and Cost of the Contractor.

- (4) The price quoted shall remain firm throughout the period of contract i.e. it shall remain constant notwithstanding any changes to the tax structure, input costs etc.

## VIII. SPECIFICATIONS AND CONSTITUENTS

- (1) The Stores shall conform to BIS specification No.IS-2567-1978 for Malathion 50% EC as mentioned above as amended up to date.

SL. NO	CHEMICAL NAME	SPECIFICATION	CONSTITUENTS	REMARKS
1.	MALATHION 50%EC	Stores shall bear ISI mark.(Copy of license for ISI mark should be attached with Tender) Malathion emulsion shall be prepared from "Technical Grade" Malathion" as per ISI specification No.1832 of 1978 and shall contain not less than 50%Malathion.	Following additional requirement shall also be met. 1.Only such solvents/emulsifying agents/stabilizers should be used which are safe for food grains.(A certificate fir this shall be furnished by the supplier) 2.EC should be readily mixed with standard hard water in the ratio of 1:100 and 1:200 and should give a fine colloidal solution/emulsion which should not break at least for a period of four hours.	

(2) **MALATHION 50% EC**, technical, employed in the manufacturer of the material, shall conform to IS-2567-1978 as mentioned above and amendment up to date (available from the office of Bureau of Indian Standards Manak Bhawan, 9 Bahadur Shah Zaffar Marg, New Delhi-110002

- (3) The stores shall be of the best quality to conform to relevant B.I.S. Specifications and amendments in force at the time of placing the order thereof. The contractor shall supply the stores in accordance with the particulars specified unless any deviation has been expressly specified in the acceptance of the Tender.
- (4) In the event of any consignment not conforming to the contractual/prescribed specification the same shall be rejected by the FCI, Regional Office, Jaipur, Rajasthan. (Copies of specifications are available with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg New Delhi).
- (5) It would be in the interest of the Tenderers to study the specifications thoroughly before quoting.

## IX. **Contract will be governed by:-**

PART-'A' Technical Bid and PART-'B' Price Bid and consists of

- (i) NIT/DETAILED NIT
- (ii) Invitation to Online Tender
- (iii) Terms & Conditions of Contract indicated in the Tender document
- (iv) Annexures & Appendices
- (v) Acceptance letter

**X. PRICE:**

- (i) Tenderers shall submit the quotation for rate exclusive of taxes under GST on FOR basis.
- (ii) The prices quoted must be net per unit in INR only and shall not be accepted in any other currency.
- (iii) ***The price should be inclusive of packing/forwarding charges, Insurance charges (including Transit Insurance), freight, handling charges, all other ancillary charges, all central and local taxes, levies and duties (except GST).***
- (iv) Quotations are to be made for units specified, in the Tender.

**XI. INSURANCE CHARGES:**

Purchaser will not pay separately for Transit Insurance, if any availed by the supplier. However, supplier will be responsible until the entire stores contracted are delivered in good condition at the destination.

**XII. OTHER INSTRUCTIONS TO TENDERERS**

- a. After placement of the orders, in case of stores required to be inspected, if stores are not made available by the Contractors for inspection on the date agreed upon with the Inspecting Officer, the Contractor will be liable to pay damages to the Corporation to the extent of 0.5 % of the value of the stores which the parties agree as, not by way of penalty, but as a genuine pre-estimate of damages.
- b. Indented quantity can be varied by the Purchaser during currency of the contract. FCI does not guarantee order for any definite quantity of material during the contract and also reserves the right not to place any orders on the Tenderer.
- c. The acceptance of Tender by FCI, Regional Office, Jaipur, Rajasthan as per terms and conditions shall constitute a valid and legal contract between Buyer and Supplier and execution of separate Deed/document is not necessary.
- d. Notwithstanding the acceptance of stores vide supply order(s), FCI, Regional Office, Jaipur, Rajasthan reserves the right to forfeit Security and impose damages, if any, if the Tenderer fails to comply with any of the terms and conditions of the Tender and/or supply order without prejudice to any other legal remedies available to FCI, Regional Office, Jaipur, Rajasthan.
- e. The material is returnable at the Risk and Cost of the Supplier if the same is damaged in transit or not in conformity to the prescribed specification/approved sample.
- f. The FCI, Regional Office, Jaipur, Rajasthan reserves the right to inspect the production unit/factory to satisfy itself regarding production capacity and the quality control measures (testing facilities) and installation etc. before placing the Supply Order.
- g. In case, if it is required to replace any or some store(s) by the Supplier at the destination, the same shall be replaced by the party only with the lab passed store(s) at his own expenses and testing charges for the same will also be borne by him.
- h. TDS as applicable would be deducted as per Income tax provisions as well as GST provisions.

- i. Party would not be absolved of the responsibility of delivering the indented stores within the stipulated time schedule and liability of L.D. charges/Risk and Cost clause due to any purely commercial reasons, including but not restricted to, non-availability of raw materials, abnormal increase in price of raw materials or any other input costs, changes in any of the Tax or Duty structure, changes in other Regulatory requirements of any Govt. Department, abnormal increase in the cost of logistics and transportation, any variation in Exchange Rate, sabotages/damages attributable to the seller or any employee or agent of the seller, closer/disruption of operations due to industrial unrest with in the seller origination, closer/ disruption of operations directly initiated by the party etc.
- j. **FCI shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.**

### **XIII. SECURITY DEPOSIT**

1. The successful tenderer shall furnish within 7 working days from the date of acceptance letter Security Deposit In the form of an irrevocable, unconditional Bank Guarantee of value equivalent to 5% of the total cost of tendered quantity of store(s) to Rs. \_\_\_\_\_ with validity of Eighteen months (in the attached format – Annexure 'B') from a Schedule Indian bank to Regional Office, FCI , Jaipur (Raj.).

2. (a) The BG issuing bank shall send cover message for BG issued through SFMS platform to the FCI banker, i.e ICICI bank Ltd, 9 Phelps building, C.P New Delhi, IFSC Code ICIC0000007 as per the detail below:

(i) MT760 COV for issuance of bank guarantee

(ii) MT767 COV for amendment of bank guarantee.

(iii) Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760 COV/ MT767 COV.

(iv) FCI beneficiary code will be FCING11 where NG11 is four digit unit code of respective office of FCI.

(b) The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original bank Guarantee

(c) BG submitted without these details shall not be accepted.

3. The successful tenderer shall also deposit an amount equivalent to 5% of the total cost of ordered quantity of store(s) with the Regional Office, FCI, Jaipur (Raj.) within seven working days from the date of issue of every supply order by way of Demand Draft/Pay Order issued by a Scheduled Bank or Electronic Clearing System (ECS)/other electronic means in favor of GM(R), Food Corporation of India, RO, Rajasthan payable at Jaipur. Corporation will not pay any interest on Security Deposit in any case. Security Deposit shall be payable in INR only and shall not be accepted in any other currency. The refund shall be made by electronic means to any bank account in India for which necessary bank details shall be provided by the party.

3. In case of failure of Tenderer to deposit the Security Deposit mentioned at (2) above within seven working days from the date of issue of Supply Order, further extension of seven working days can be given by FCI, Regional Office, Jaipur, Rajasthan subject to levy of penalty @ 1% of Security Deposit.
4. If the contractor having been called upon by the Corporation to furnish Security fails to do so within the specified period including extension period, wherever applicable, it shall be lawful for the Corporation to terminate the contract besides forfeiture of EMD and to purchase or authorize the purchase of the stores at the Risk and Cost of the contractor and in that event any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies of the corporation under the contract and law. The Tenderer will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future Tenders of FCI, Regional Office, Jaipur, Rajasthan provided all the recoveries/dues have been effected by the Corporation.
5. If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.
6. No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.
7. If the contractor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the contractor or to appropriate the Security Deposit furnished by the contractor or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation, Save as aforesaid if the contractor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE" in the prescribed form, the Corporation shall refund the Security Deposit to the contractor after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the contractor.
8. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the contractor.
9. In the event of the Security Deposit being insufficient or if the security has been wholly forfeited and the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due, or which at any time thereafter may become due to the contractor under this or any other contract with the Corporation. Should that sum also be not sufficient to cover the full amount recoverable, the contractor shall pay to the Corporation on demand the balance due.
10. The Security Deposit/Bank Guarantee will be refunded/released only after satisfactory execution of contract and complete consumption of Stores or expiry of the guarantee period of the product supplied whichever is earlier and on submission of "NO DUES CERTIFICATE"



issued by the recipient office(s) of the Corporation, "NO DEMAND CERTIFICATE & PRE-RECEIPT" by the supplier and after deducting all costs and other expenses that the Corporation may have incurred due to default of the Supplier on any account and all other losses / damages that the Corporation is entitled to recover from the Supplier.

#### **XIV. SPECIAL CONDITIONS OF SALE**

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

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

Registered Post or Under Certificate of Posting or by ordinary post or by hand delivery under due acknowledgement or by e-mail or by FAX.

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

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

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

(2) **SERVICING FACILITIES**: The contractor shall also undertake to provide free servicing facilities at the centers where such facilities exist or duly authorized agents to render the

same when called upon to do so in respect of stores for a period of twelve months from the date of supply.

## XV. PACKING

1)

SL. No.	Name of chemical	Specification of packing
1.	MALATHION 50%EC	<p>The stores shall be packed in five liters new lacquered tin containers Two/Four such tin container shall be further secularly packed in a corrugated box.</p> <p>The containers shall bear legibly and indelibly the information &amp; other labeling provisions stipulated in ISI specifications necessary under the Insecticides Act, 1968 and the Insecticides Rules, 1971. The store shall bear ISI mark. The packing should be capable of withstanding rough handling during transit. The entire responsibility for safe arrival of stores at destination rests with the supplier only.</p> <p>a) Name of the material.  b) Country of Origin.  c) Indication of the source of manufacturer.  d) Date of manufacture and date of expiry.  e) Batch number.  f) Net mass of contents.  g) Nominal Malathion content percent.  h) The minimum cautionary notice as worded in the Insecticides Act and Rules”</p>

- (2) The contractor shall pack at his own cost the stores sufficiently and properly for Transit by rail/road, indicated in the Terms & Conditions of the Tender so as to ensure it being free from loss or damage (physically or chemically) on arrival at their destination.
- (3) All containers (including packing cases, boxes, tins drums and wrappings) in which the stores are supplied by the contractor shall be considered as non-returnable and their cost as having been included in the contract price,
- (4) Each consignment delivered under the contract shall be marked by the contractor at his own expense. Such marking shall be distinct (all previous irrelevant marking being carefully obliterated) and shall clearly indicate the description and quantity of the stores the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying, fastness and indelibility.
- (5) The Inspecting Officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the contractor.
- (6) If the contractor fails to carry out or comply with any instructions issued to him by the Inspecting Officer before onward despatch of the stores within a reasonable time, the

Inspecting Officer may himself carry out and comply with them at the cost and expense of the contractor.

- (7) Each consignment shall contain a packing note specifying the name and address of the contractor, the number and date of acceptance of Tender or supply order and the designation of the Purchase Officer or Officer issuing the Supply Order, the description of the stores and the quantity contained in such consignment.

## **XVI. MARKING**

The container shall bear legibly and indelibly the following information in addition to the information as is necessary under the Insecticides Act, 1968 and The Insecticides Rules, 1971 framed there under:-

- a) Name of the material
- b) Country of origin
- c) Indication of the source of manufacture
- d) Date of manufacture and date of expiry
- e) Batch Number
- f) Net mass of contents
- g) Nominal Malathion content, percent (m/m)
- h) The cautionary notice worded as in the Insecticides Act, 1971.
- i) The store shall bear **ISI (BIS) mark**.

## **XVII. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT**

The contractor shall pay all charges for handling, stamping, printing, painting, marking and for protecting and preserving patent rights and for all such measures which the Inspecting Officer may require the contractor to take for the proper completion of the contract, though no special provision in respect thereof may have been made in the particulars.

## **XVIII. DELIVERY**

(1) Door delivery of MALATHION 50% EC, as per the case are to be given at FCI's nominated district depots of FCI, Rajasthan, Region to be indicated in Supply Order(s). All expenses upto the point of delivery including Road/Rail transport charges, Transit Insurance and all other incidental and handling expenses up to the point of delivery will be borne by the Supplier.

(2) **DELIVERY SCHEDULE** - The quantity to be delivered on month-to-month basis under the RRC shall be intimated by the concerned Indenting Office(s). The product should not be more than two months old from the date of manufacturing at the time of despatch of Stores to the designated Consignee and the quantity so specified for delivery should be delivered to the designated Consignee within 15 days from the date of issue of dispatch instructions by the Inspecting Officer. Time is the essence of the contract, in the event of delayed supplies Liquidated Damages @ 2% of the price of the Stores which the Supplier has failed to supply within the delivery period fixed for each month or part thereof shall be levied on the Supplier. The date of offer of stores for inspection shall be treated as date of offer only for the stores which will pass the Lab test for the purpose of levy liquidated damages. The stores which have failed in the Lab test will not be treated as offer. However, for the purpose of computing LD charges in such cases the period of testing will be deducted from the total period of delay. The stores after inspection and passing the lab test shall be supplied to the consignees as per DIs intimated by the Indenting Office. Time taken for inspection and testing of samples will be on FCI, Regional Office, Jaipur, Rajasthan account.

(3) The contractor shall comply with the instructions that the Corporation may give from time to time regarding the safe transit of the stores.

(4) **Passing of property** : Property in the stores shall not pass to the purchaser unless and until the stores have been delivered to the consignee, interim consignee, as the case may be, in accordance with the conditions of the contract in case where local delivery or free delivery at the specified destination or delivery to an interim consignee is stipulated or in any other case the contractor has obtained the Railway Receipt, consignment notice, or the bill of lading, warehouse certificate as the case may be, in accordance with terms of the contract.

(5) The purchaser shall not be liable to assist in securing or to arrange for or provide transport to the contractor.

(6) **Time for and date of delivery, the essence of the contract:** The time and the date of delivery of the stores stipulated in the Terms & Conditions of the Tender shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) as specified.

(7) **Facilities to the Inspecting Officers:** The contractor shall allow reasonable facilities and free access of his works and records to the Inspecting Officer, Progress Officer, or such other officer as may be nominated by the Corporation for the purpose of ascertaining the progress of the deliveries under the contract.

(8) The purchaser shall not be bound to apply for delivery but the contractor shall when the stores are ready for inspection and test, send a notice in writing specifying the place where inspection is offered and the inspecting officer(s) shall on receipt of such notice notify to the contractor the date and time when the stores would be inspected

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

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

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

(10) **Notification of delivery:** Notification of delivery or despatch in regard to each and every installment shall be made to the Purchase Officer. The contractor shall further supply to the consignee or the interim consignee as the case may be, packing accounts quoting numbers of the acceptance of Tender and/or supply or Repeat order and date of despatch of the stores. All packages containers, bundles and loose materials part of each and every installment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway Receipt/Consignment Note, if any, shall be forwarded to the consignee by Registered Post immediately on despatch of stores. The contractor shall bear and reimburse to the purchaser demurrage charges, if any, paid by reason of delay on the part of the contractor in forwarding the Railway Receipt/Consignment Note etc.

## **XIX. PROGRESS REPORTS**

(1) The contractor shall from time to time render such Reports concerning the progress of the contract and/or supply of the stores in such form as may be required by the Corporation.

(2) The submission, receipt and acceptance of such Reports shall not prejudice the rights of FCI, Regional Office, Jaipur, Rajasthan under the contract, nor shall operate as estoppel against the FCI, Regional Office, Jaipur, Rajasthan merely by reason of the fact that FCI, Regional Office, Jaipur, Rajasthan has not taken notice of or objected to any information contained in such Report.

## **XX. INSPECTION AND REJECTION**

### **(1) INSPECTION**

The inspection shall be carried out by any officer(s) of the FCI (or any other agency) authorized for the purpose by the FCI and draw samples batch wise from the warehouse / factory premises of the Supplier as per the procedure adopted by FCI, Regional Office, Jaipur, Rajasthan. The stocks will be offered for inspection within 30 days from the date of supply order and delivery is to be completed within 15 days from the date of issue of dispatch instructions. The time taken for inspection and testing of samples will be on FCI account. Samples drawn shall be referred to a Govt. approved Lab. (BIS recognized/NABL Accredited Laboratory certified for conducting relevant detailed Tests as per laid down specifications) as nominated by FCI, immediately after Inspection and the Inspection Note shall be released for such stores only which conform to prescribed specifications on the lab. tests. The Firm has to bear the expenditure incurred in undertaking the testing of the samples in respect of lot(s) which has been rejected on account of lab's test results. No despatch shall take place unless the samples are drawn as per the procedure and the test report from lab is received, confirming that samples conformed to prescribed specifications. After drawl of the samples, it is the Firm's responsibility to maintain identity of the lots/batches offered for inspection and to ensure their safe custody till the stores are accepted for dispatch after receipt of Test Report.

**(2) Facilities for test and examination:** The Contractor shall, at his own expense afford to the Inspecting Officer all reasonable facilities and such accommodation as may be necessary for satisfying himself, that the stores are being and/or have been manufactured in accordance with the particulars. The Inspecting Officer shall have full and free access at any time to the Contractors work during the execution of the contract for the purpose aforesaid, and he may require the Contractor to facilitate the inspection of the stores or any part thereof or any material at his premises or at any other place specified by the Inspecting Officer.

(3) **Cost of test:** The Contractor shall provide, without any extra charge, all materials, tools labour and assistance of every kind which the Inspecting Officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the Contractor's premises and the Contractor shall bear & pay all costs attendant thereof. If the Contractor fails to comply with the conditions aforesaid, the Inspecting Officer shall, in his sole judgment, be entitled to remove for test and examination all or any of the stores manufactured by the Contractor to any premises other than his (Contractor's) and in all such cases the Contractor shall bear the cost of transport and/or carrying out such test elsewhere. A certificate in writing of the Inspecting Officer that the Contractor has failed to provide the facilities and the means, for test and examination shall be final. Where the samples are referred for Independent Test Report, the expenditure on testing shall be borne by the respective parties indicated in the Terms & Conditions of the Tender. However, where the samples fail in tests, the expenses shall be reimbursed by the contractors, or shall be recovered from the bills of the Contractor or any other.

(4) **Delivery of stores for test:** The Contractor shall also provide and deliver for test free of charge, at such place other than his premises as the Inspecting Officer may specify, such material or stores as he may require.

(5) **Method of testing:** The Inspecting Officer shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may think fit and proper so as to satisfy whether they are as per specification. The Contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting Officer.

(6) **Stores expended in test:** If the test proves satisfactory and the stores or any installment thereof is accepted, the quantity of the stores or materials expended in test will be deemed to have been taken delivery of by the FCI, Regional Office, Jaipur, Rajasthan and be paid for as such.

(7) **Inspecting Officer:** The Inspecting Officer shall have the final authority with regard to certify the performance of the product after inspecting the stores or part thereof submitted for inspection and will have a final say in case of unsatisfactory performance of the product in a situation like-

- (a) to reject any stores submitted as not being in accordance with the particulars.
- (b) to reject the whole of the installment Tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory;
- (c) to mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.

(8) **Consequence of rejection:** If one of the stores being rejected by the Inspecting Officer or consignee at the destination, or the contractor fails to make satisfactory supplies within the stipulated period of delivery, the Corporation shall be at liberty to: -

- (a) allow the contractor to re-submit the stores in replacement of those rejected, within a specified time, and the contractor would bear the cost of freight, if any, on such replacement without of being entitled to any extra payment on that account; or
- (b) purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores exactly complying with particulars are not in the opinion of the Corporation, which shall be final, readily available) without notice to

the contractor at his risk and cost and without affecting the contractor's liability as regards the supply of any further installment due under the contract; or

- (iii) Terminate the contract and purchase or authorize the purchase of the stores or others of a similar description (when stores exactly complying with particulars are in the opinion of the Corporation, not readily available) at the risk and costs of the contractor.
- (9) **Inspecting Officer's decision as to rejection, final:** The Inspecting Officer's decision as regards the rejection shall be final and binding on the contractor.
- (10) **Notification of result of Inspection:** Unless otherwise provided in the specification contained in the Terms & Conditions of the Tender, the examination of the stores will be made as soon as practicable after the same have been submitted for inspection and the results of the examination will be notified to the contractor.
- (11) **Marking of Stores:** The contractor shall if so required at his own expense mark or permit the Inspector to mark all the approved stores with a recognized purchaser's mark.
- (12) **Removal of Rejected Stores:** (a) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as hereinafter provided within fourteen days of the date of receipt of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the Tender it will be deemed to have been served on the contractor at the time when such letter would be in the course of ordinary post reach the contractor.  
  
(b) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the period above mentioned, the Inspecting Officer may either return the same to the contractor at his risk and costs by such mode of transport as the Corporation or Inspecting Officer may select, or dispose of such stores at the contractor's risk and cost and retain such portion of the proceeds as may be necessary to cover any expense incurred in connection with such disposal. The purchaser shall also be entitled to recover handling and storage charges for the period which the rejected stores are not removed.
- (13) **Inspection Notes:** On the stores being found acceptable by the Inspecting Officer he shall furnish the contractor with necessary copies of Inspection Notes duly completed, for being attached to the contractor's bill in support thereof.
- (14) The stores shall further be in all respects acceptable to the Inspecting Officer.
- (15) In particular and without prejudice to the foregoing condition, when Tenders are called for in accordance with the particulars, the contractor's Tender to supply the stores in accordance with such particulars shall be deemed to be an admission on his part that he has acquainted himself with the details thereof and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

## **XXI. RECOVERY OF SUMS DUE**

Whenever any claim for the payment of a sum of money arises out of or under the contract against the contractor, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security, deposited by the contractor, and for the purpose aforesaid, shall

be entitled to sell and/or realize securities forming whole or part or any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contract or any other contract with the Corporation, if such sum also is not sufficient to cover the full amount recoverable, the contractor shall on demand pay to the Corporation the balance remaining due.

For the purpose of this clause, where the contractor is a registered partnership firm, the purchaser shall be entitled to recover such amount by appropriating in whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

## **XXII. PAYMENT**

- (1) Payment for the stores or for each consignment thereof will be made to the contractor, on submission of bills, in accordance with the Tender.
- (2) The payment for delivery of the stores will be made on submission of bills in the prescribed form which may be obtained from the Indenting Office in accordance with the instructions given in the Tender. The payment shall be released through ECS/NEFT/RTGS only and it shall be responsibility of the tenderer to provide his necessary bank details.
- (3) Without prejudice to the buyer's right to damages (including liquidated damages) under the terms of the contract, the payment to the Supplier shall be made by FCI, Regional Office, Jaipur, Rajasthan within whose jurisdiction stocks have been delivered to the extent of 10% (Ten percent) of value within seven FCI, Regional Office, Jaipur, Rajasthan working days based on presentation of the following complete documents:
  - a. Original and two attested copies of commercial invoice.
  - b. Original (with two attested copies) Railway Receipt / Inward way Bill of the Goods Carrier.
  - c. Original Declaration (with its two attested copies) from the Supplier that the chemical supplied are correct as to quality/quantity, rate and total value and payment claimed.
  - d. Original (with two attested copies) certificate of inspection showing quality analysis furnished by the seller duly endorsed by the Buyer's inspecting/agency and a separate certification of inspection issued by the buyers inspecting agency confirming the chemical under the consignment conform to the quantity and quality prescribed under the contract.
  - e. Original (with two attested copies) of GST Document wherever required under local laws/regulations.
  - f. Certificate from the seller that the material supplied is not more than three months old from the date of manufacture.
- (4) Balance 90% (Ninety percent) will be released by the FCI, Regional Office, Jaipur, Rajasthan within whose jurisdiction stocks have been delivered against commercial Invoice accompanied with a certificate for receipt of chemical in sound condition issued by authorized representative of the recipient office of the Corporation.
- (5) TDS as applicable would be deducted as per Income tax provision as well as GST provisions.



- (6) **FCI reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN system.**
- (7) **This shall be ensured by the contractor that the invoice raised by him during a month is appropriately reported in the GST returns of the said month.**
- (8) **The contractor shall confirm that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI.**

### **XXIII. INDEMNITY**

The contractor shall defend, indemnify and hold FCI, Regional Office, Jaipur, Rajasthan 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 the violation of any laws, Rules by the Contractor or its personnel or in any way connected with any acts, omissions, negligence, breach of this Contract or any law and failure to perform obligation under this contract or under any law.

**FCI reserves the right to claim from the tenderer/ bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/ compliance mistake(s) on part of the contractor**

### **XXIV. CORRUPT PRACTICES**

The Supplier /Seller shall not offer or give or agree to give any person in the employment of the buyer or working under the orders of the Corporation any gift or consideration 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 with the Corporation or for showing or forbearing to show favour or disfavour to any person in relation to the contract with the Corporation. Any breach of the aforesaid condition by the Supplier /Seller or any one employed by him or acting on his behalf whether with or without the knowledge of the Supplier /Seller or the commission of any offence by the Supplier /Seller or by any one employed by him or acting on his behalf shall entitle the Corporation to Terminate the contract and to recover from the Supplier /Seller the amount of any loss arising from such Termination.

- XXV.** Any dispute or difference in respect of either the interpretation, effect or application, of the Tender condition or of the amount recoverable there under by Purchaser from the contractor, shall be decided by the Corporation whose decision thereon shall be final and binding on the contractor.

### **XXVI. INSOLVENCY AND BREACH OF CONTRACT**

The Corporation may at any time, by notice in writing summarily determine the contract without Compensation to the Contractor in any of the following events, that is to say:-

- (1) If the Contractor being an individual or if a registered Firm, any partner thereof, shall at anytime, is adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any Conveyance or Assignment of his effects or enter into any arrangement or composition

with his Creditors or suspend payment or if the registered Firm is dissolved under the Partnership Act; or

- (2) If the Contractor being a company is wound up voluntarily or by the Order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture Holders is appointed or circumstances shall have arisen which entitle the Court or Debenture Holders to appoint a Receiver, Liquidator or Manager; or
- (3) If the Contractor commits any breach of the contract not herein specifically provided for.

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

## **XXVII. NO NEGOTIATION**

No negotiation will be conducted with any of the Tenderers who participate in the tender.

## **XXVIII. FORCE MAJEURE**

A Force Majeure means –any event or circumstance or a combination of events and such as:

- (i) drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, flood, and other unusual or extreme adverse weather or environmental conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.
- (ii) Epidemic or
- (iii) Strikes or boycotts (other than those involving the Contractors or their respective employees/representatives/labour or attributable to any act or omission of any of them) interrupting supplies and service to the contractor for a period exceeding a continuous period of 12 days.
- (iv) Industry wide or state wide or nationwide strikes or industrial action which prevent the Affected party from performing any of its obligations for a continuous period of not less than 21 (Twenty One) days from the date of its occurrence:
- (v) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of a political or social nature;
- (vi) Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a Competent Authority;
- (vii) The imposition of any blockade, embargo, import restrictions, rationing or allocation by Govt.
- (viii) Any decision or order of a court or tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services;
- (ix) Any event or circumstances of a nature analogous to the foregoing which are beyond the reasonable control of the affected Party, which such Party could not have prevented or

reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party's obligations under this Agreement.

A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

### **Procedure for Force Majeure**

If a Party claims relief on account of a Force Majeure, then the Party claiming to be affected by such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Party's obligations under this Agreement. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

### **Revised Timetable**

Provided that the Party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Tender for the performance of an obligation, including the term of this Contract, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

### **Consultation and Duty to Mitigate**

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Contract as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure.

### **Prolonged Force Majeure**

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Contract or to terminate this Contract.

### **Exceptions Applicable to Parties**

The Parties shall not have the right to consider any of the following circumstances to be a Force Majeure that would suspend the performance or excuse the non-performance of their obligations under this Contract:

- (i) unreasonable delay in performance or any damages attributed to the Management and Operations Staff, agents, Affiliates or Contractors;
- (ii) breakdown or ordinary wear and tear of materials, equipment machinery or parts relating to the Facilities or the Bulk Wagons;
- (iii) unavailability, late delivery or changes in cost of plant, machinery, equipment, materials, spare parts, fuel or consumable for the Facilities or Bulk Wagons; or

- (iv) non-performance by the Party or its Management and Operations Staff, agents, Affiliates or Contractors that is caused by or connected with its/their (i) negligent or intentional acts, efforts, omissions or fraud; (ii) failure to comply with the Law or conditions of Clearances; or (iii) Breach under this Contract.
- (v) Non availability of raw material/or increase in cost of raw material, production cost or transportation cost will not constitute Force Majeure.
- (vi) any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this Contract or avoided or overcome in the carrying out of its obligations hereunder.
- (vii) An insufficiency of funds or failure to make any payment required hereunder.
- (viii) Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party,
- (ix) Changes in any of the tax or Duty structure and any variations in exchange rate.

#### **XXIX. TERMINATION FOR DEFAULT**

The FCI, Regional Office, Jaipur, Rajasthan may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (Fifteen) days written notice of default to the Contractor, terminate the contract in whole or in part:-

- 1) If the Contractor breaches any of the terms and conditions of the contract.
- 2) If the Contractor fails to comply with any or all the obligations under the contract within the time period(s) specified in the contract or any extension thereof granted by FCI, Regional Office, Jaipur, Rajasthan in writing.
- 3) If the Contractor, in either of above circumstances, does not remedy its failure within a period of 15 (Fifteen) days after receipt of the default notice from FCI, Regional Office, Jaipur, Rajasthan.
- 4) If the Contractor in the judgment of FCI, Regional Office, Jaipur, Rajasthan has engaged in corrupt or fraudulent practices in competing or in executing the contract.
- 5) If the contractor is blacklisted by GST authorities.

In the event, FCI, Regional Office, Jaipur, Rajasthan terminate the contract in whole or in part, FCI, Regional Office, Jaipur, Rajasthan may get such services done, upon such terms and in such manner as it deems appropriate at the Risk and Cost of the Contractor. However, the Contractor shall continue performance of the contract to the extent not terminated. In additions such action by FCI, Regional Office, Jaipur, Rajasthan as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for his failure in supply within the stipulated time as defined in the contract.

#### **XXX. LIABILITY OF THE CONTRACTOR**

The Supplier shall be solely responsible for the personnel/labour if any engaged by him during the course of the contract for supply of the chemicals at the destination. In the event of the Supplier engaging any contract workmen in furtherance of this contract, the Supplier shall ensure that all statutory obligations as applicable to such workmen prevailing in India shall be strictly complied with, including payment of Minimum Wages, payment of Bonus, Gratuity, medical facilities, rest room, toilets, canteens, stipulated working hours etc, and shall maintain such Registers and file Returns and submit contributions as applicable as the case may be and such Registers shall be made available to FCI, Regional Office, Jaipur, Rajasthan or its authorized officers at any time during the tenure of the contract. The Supplier shall keep FCI, Regional Office, Jaipur, Rajasthan indemnified from any liabilities, penalties levies, fees etc., and in the event FCI, Regional Office, Jaipur, Rajasthan put to any such liabilities the same will be recovered from the Supplier.

#### **XXXI. DISCLAIMER**

The Corporation is under no obligation to enter into any contract with anyone by issuing the Tender.

The Corporation reserves the right to accept or reject any or all response, to request additional submissions or clarifications from one or more Tenderer, or to cancel the process entirely without assigning any reason.

The Corporation makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the Tender documents.

**XXXII. NO WAIVER OF RIGHTS**

Neither the inspection by FCI, Regional Office, Jaipur, Rajasthan or any of their agents, nor any order by FCI, Regional Office, Jaipur, Rajasthan for payment of money or acceptance of, the whole or any part of the Works by FCI, Regional Office, Jaipur, Rajasthan, nor any possession taken by FCI, Regional Office, Jaipur, Rajasthan shall operate as a waiver of any provision of the Contract, or of any power reserved to FCI, Regional Office, Jaipur, Rajasthan, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

**XXXIII. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION**

The contract will be governed by the laws in India for the time being in force.

Any disputes and differences arising out of this contract will be dealt and adjudicated in the Court of Law of competent jurisdiction.

## Annexure 'A'

The Technical Bid shall contain the following information and supporting documents:  
(Scanned copies duly uploaded):

### **PART-1 -INFORMATION**

I) Particulars of Tenderer to be prepared and uploaded in the below given format:

SL. NO.	PARTICULARS	
1	Name	
2	Address	
3	E-mail/Phone No./Fax No.	
4	Communication Address (If different from above)	
5	Status: Individual/Company/Others (Pl. specify)	
6	Business Capacity: Manufacturer/Authorised Supplier/Others	
7	Details of Manufacturing Facilities including annual production capacity in Metric Tonne	
8	PAN No.	
9	GSTIN	
10	LICENCE/AUTHORITY No. etc. if any (Please Specify)	
11	CIB registration no./ NOC No.	
12	Banker's name and Address	
13	Name & Designation of the Authorized Signatory	
14	Names & Addresses of all the Directors and Auditors (In case of Limited Company)	
15	Whether the Tenderer suffer from any of the disqualifications stipulated in clause No. 11(d) of Invitation to Online Tender.	
16	Whether exemption is claimed from payment of EMD as a SSI Unit	
17	Have been blacklisted by GST authorities ?	

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

- (II) EMD Tendered in Indian Rupees as per the e-procurement portal. (Scanned /Soft copy of acknowledgement)
- (III) Copy of NSIC certificate, if exemption is claimed as a SSI unit.
- (IV) Documentary proof to establish sole proprietorship and attested copy of Registered Partnership deed (in case of Partnership), Authorization letter, Power of attorney, etc. as the case may be in terms of clause no. 3(b) of Invitation to Online Tender.
- (V) Copy of the Memorandum of Association, Articles of Association along with certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 3 years, Resolution of BOD authorizing the signatory to sign the Tender (in case of Ltd. Company).

- (VI) Copy of valid Central Insecticides Board's (CIB) Registration Certificate (as per Insecticides Act & Rules).
- (VII) Copy of Valid Manufacturing License to manufacture the product offered as per BIS specifications **No. IS-2567-1978** with up-to-date amendments.
- (VIII) Copy of the valid license from appropriate Authority for sale & supply of MALATHION 50% EC in case of Supplier.
- (IX) Copy of Income Tax PAN
- (X) Copy of GST Registration Certificate
- (XI) Copy of Certificate from the Bank indicating details of bank credit limit enjoyed and solvency certificate of their Company/firm.
- (XII) In case the MALATHION 50% EC as the case may be manufactured by the Firm is a proprietary product, enclose copy of Patent Certificate.
- (XIII) Offer Letter duly signed by the Authorized Signatory (To be scanned and uploaded)
- (XIV) Caste certificate issued by the appropriate authority as per law, if the proprietor belongs to SC/ST.
- (XV) 1 Vendor Master Data as per Annexure-2 shall be provided by the service provider alongwith the copy of GST registration certificate.

Vendor Details	
Particulars	Details
1. Name of the Vendor	
2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/ Public Company, Society/ Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3. PAN of the Business (alongwith copy of PAN Card)	
4. Software used by your organization for accounting purpose	
5. Details of Goods (alongwith HSN Code) being/to be supplied to our organization	
6. Details of Services (alongwith HSN Code) being/to be supplied to our organization	
7. Following details for <b>each Supplying State (from which material/services is being or proposed to be supplied to us)</b> [ <i>Refer Comments</i> ]	
8. Nature of the Vendor (SEZ unit/ SEZ Developer/STPI Unit/Normal entity/Foreign entity)	
9. Category of vendor (Normal registered/ Registered under composition/ Unregistered/ Located outside India)	
10. Address	
11. State code (Code as prescribed under GST)	
12. Latest Contact No.	
13. Latest Fax No. (if any)	
14. Latest E-mail ID (if any)	
15. GSTIN allotted by the Government (alongwith registration certificate)	
16. Effective date of registration	

**Comments:**

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.



**Proforma of Bank Guarantee of Security Money Deposit**

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

In consideration of the Food Corporation of India having its Headquarters at 16-20 Barakhamba lane, New Delhi -110001 through its Regional Office, Jaipur (Raj.) (hereinafter called FCI) having agreed to accept the part security deposit in the form of Bank Guarantee under the terms and conditions of the contract No. \_\_\_\_\_, dated \_\_\_\_\_ made between the FCI and Contractor for supply of MALATHION 50% EC (here in after called the 'contract') for the due fulfilment by the said Contractor/s of the terms and conditions and obligations contained in the said contract, we **(NAME OF BANK)**, (hereinafter referred to as 'the Bank') at the request of BIDDER/S **(NAME OF THE BIDDER)** do hereby undertake to pay on demand by FCI an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e. equivalent to 5% of the total cost of tendered quantity of stores.

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

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

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

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

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

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

Cover message for this BG has been sent to FCI bankers i.e ICICI Bank Ltd, 9 Phelps building, C.P, New Delhi. IFSC Code ICIC0000007 through SFMS.

**Dated the            day of**

**for**

**(NAME OF THE BANK)**

PART – B

PRICE BID

**PRICE BID****TENDER NO. QC-15(1)/PUR-TE/MLTH/RAJ/2020-21****DATED: 21.10.2020**

<b>Name of the Tenderer</b>	
<b>Address of the Tenderer</b>	
<b>Communication address of the Tenderer</b>	
<b>e-mail / Fax / Telephone No.</b>	
<b>Name of the authorized signatory</b>	

**Rates to be quoted for Rupees (Rs.) Per LTR only**

- I. Name of item : MALATHION 50% EC
- II. Price bid format is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations. Same is provided below at III for kind reference only.

**III Rate quoted on firm, FOR Destination basis for delivery anywhere in Rajasthan**

<b>ITEM</b>	<b>Rate In Figures (Rs. Per LTR)</b>	<b>Rate in Words (Rs. Per LTR)</b>
Rate (Rs. per ltr) (inclusive of all applicable Taxes except GST).	To be quoted in excel sheet only	To be quoted in excel sheet only

1. The quoted rate shall remain firm throughout the period of contract i.e. it shall remain constant, notwithstanding any changes to the tax structure, input costs etc.
2. In case of any discrepancy in the rates quoted in Figures and Words, the rates in words will prevail.

I/We have carefully gone through the Tender terms & conditions and agree to abide by them and have quoted the rate(s) above in pursuant thereto.

Place \_\_\_\_\_

Date \_\_\_\_\_

Signature of Tenderer

(Capacity in which Signing)

**Note:** Price bid format is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations.

<b>Sl. No.</b>	<b>Name of Chemical</b>	<b>Estimated annual requirement of chemical</b>	<b>Cost of tender form (Rs.)</b>	<b>Estimated Value (in Rs.) of CV</b>	<b>Earnest Money Deposit @ 2% (in Rs.) of CV</b>	<b>Security Deposit @ (in Rs.) 5% of CV</b>	<b>Bank Guarantee @ (in Rs.) 5% of CV</b>
1	Malathion (Ltrs)	1350 Ltrs	590/-	3,07,800/-	6156/-	As per MTF of clause XIII (3)	15,390/-