

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687710422289

अनुबंध तिथि | Generated Date : 12-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4489969](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रारूप Type : Central PSU मंत्रालय Ministry : Ministry of Consumer Affairs Food and Public Distribution विभाग Department : Department of Food and Public Distribution संगठन का नाम Organisation Name : Food Corporation of India (FCI) कार्यालय क्षेत्र Office Zone: Regional Office Hyderabad	पद Designation : Assistant General Manager QC संपर्क नंबर Contact No. : 040-23422341- ईमेल आईडी Email ID : mgrqctg.fci@gov.in जीएसटीआईएन GSTIN : 36AAACF0365N1Z पता Address : Food Corporation of India, 3rd Floor, HACA Bhavan, Opp Public Gardens, Nampally, Rangareddy, TELANGANA-500004, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: General Manager (R) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : DGM (F & A)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : Assistant General Manager Cash ईमेल आईडी Email ID : agmcashtg.fci@gov.in जीएसटीआईएन GSTIN : 36AAACF0365N1Z पता Address: Food Corporation of India, 3rd Floor, HACA Bhavan, Opp Public Gardens, Nampally, Hyderabad, TELANGANA-500004, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 894D180000609183 कंपनी का नाम Company Name : CHEMET WETS AND FLOWS PRIVATE LIMITED संपर्क नंबर Contact No. : 09879794061 ईमेल आईडी Email ID : info@chemet.in पता Address : G-12,HEMKOOT BUILDING,OPP. BM INST. OF MENTAL HOSP.,ASHRAM ROAD, AHMEDABAD, GUJARAT-380015, - एमआईआई स्थिति MII Status : True एमएसएमई सत्यापित MSME verified : No एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-GJ-01-0009144 एमएसएमई सामाजिक श्रेणी MSE Social Category : General एमएसएमई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 24AAACC4769M1ZD

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Buyer

वितरण निर्देश | Delivery Instructions : Dispatch stores after PDI inspection

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC ब्रांड Brand : NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED ब्रांड प्रकार Brand Type : Unregistered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Malathion 50 % EC as per IS 2567 (Q3) मॉडल Model: NTHION 50 EC एचएसएन कोड HSN Code: 38089910	2,400	container(s)	406	NA	974,400
कुल ऑर्डर मूल्य Total Order Value (in INR)						974,400

परोक्ष विवरण Consignee Detail						
क्र.सं. S.No	परोक्षी Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By

1	पद Designation :- ईमेल आईडी Email ID : khammamtg.fci@gov.in संपर्क Contact : 08742-225833- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : Food Corporation of India, Divisional Office, Sarathi Nagar, Khammam, KHAMMAM, TELANGANA-507003, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	250	12-Mar-2024	27-Mar-2024
2	पद Designation :- ईमेल आईडी Email ID : pavanthalla.fci@gov.in संपर्क Contact : 08462-225029- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : Food Corporation Of India, V T Road, Ramagiri, Near Two Town Police Station, NALGONDA, TELANGANA-508001, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	500	12-Mar-2024	27-Mar-2024
3	पद Designation :- ईमेल आईडी Email ID : nizamabadtg.fci@gov.in संपर्क Contact : 08462-234971- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : Food Corporation of India, Divisional Office, Swarna Complex, Yellammagutta, Pragathi Nagar, Nizamabad, NIZAMABAD, TELANGANA-503003, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	60	12-Mar-2024	27-Mar-2024
4	पद Designation :- ईमेल आईडी Email ID : sanathnagartg.fci@gov.in संपर्क Contact : 040-23815325- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : Food Corporation of India, Beside Erragadda Metro Station, Sanathnagar, K.V.RANGAREDDY, TELANGANA-500018, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	300	12-Mar-2024	27-Mar-2024
5	पद Designation :- ईमेल आईडी Email ID : mritunjayk77.fci@gov.in संपर्क Contact : 040-29307583- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : Food Corporation of India, Divisional Office, 2nd Floor, Sai Sri Nilayam, Street No. 4, Habsiguda, Hyderabad-500007, HYDERABAD, TELANGANA-500007, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	300	12-Mar-2024	27-Mar-2024
6	पद Designation :- ईमेल आईडी Email ID : rajendra.fci@gov.in संपर्क Contact : 0870-2453316- जीएसटीआईएन GSTIN : - पता Address : Food Corporation of India, Divisional Office, Venkatadri nagar, Kazipet, WARANGAL, TELANGANA-506003, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	550	12-Mar-2024	27-Mar-2024
7	पद Designation :- ईमेल आईडी Email ID : karimnagartg.fci@gov.in संपर्क Contact : 0878-2240983- जीएसटीआईएन GSTIN : 36AAACF0365N1Z] पता Address : 8-3-743/A, Neeraja Complex, Ambedkar Stadium Road, Karimnagar, KARIM NAGAR, TELANGANA-505001, India	NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC	-	440	12-Mar-2024	27-Mar-2024

Product Specification for NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC

विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value
Certification	Conforming to IS:2567(Latest)	Yes
	Whether ISI marked	Yes
	CM/L Number for ISI certification mark (write NA if not applicable)	2871065
	Availability of Valid CIB registration certificate with the OEM	Yes
	Availability of Valid Manufacturing License with OEM	Yes
Packing	Packing Material	Mild steel container suitably and properly lacquered from inside
	Packing approved by CIB	Yes
	packing size of container(in litre)	1
Labeling	Labelling	As approved by CIB
	Literature/ leaflet regarding use of pesticides as per insecticides rule with every pack	Yes
	Additional marking on the container	Government Supply
Registration	"The product and respective technical grade must be registered with Central Insecticide Board (CIB) "	YES
	Date of manufacturing of the agrochemical shall be not more than 3 months before the date	

Shelf Life	of delivery	Yes
	Shelf life	As per certificate issued by CIB
Test Report Details	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes
	Test Report to be submitted to the Buyer on Demand	Yes
	Agree to provide all documents along with bid and on demand to the buyer	Yes

खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए | Buyer Defined Additional Specification for NTHION 50 EC--CHEMET WETS AND FLOWS PRIVATE LIMITED 1 Litre Malathion 50% EC

विनिर्देश Specification	मूल्य Value
BIS Specification	Stores shall conform to BIS Specification no. IS:2567-1978 with up to date amendments
Rate	Rate should be quoted for 2400 litres of Malathion 50% E.C. conforming to BIS Specification no. IS:2567-1978 with up to date amendments
Packing	2400 litres of Malathion should be provided in package size of 5 litres

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):	5.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. Special terms and conditions- Version:1 effective from 04-05-2020

1.1 The seller shall upload/furnish the following documents along with their bid :

- a) Registration certificate issued by Directorate of Plant Protection, Quarantine and Storage (CIB)
- b) Valid manufacturing license issued by the authorized government agency.

2. The seller shall lift and replace the lot at his own cost, if the samples from the received lot at consignee end fail during testing. Lot will be accepted on being found in conformity during testing.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3.2 Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3.3 Generic

Experience Criteria: The Bidder or its OEM (themselves or through reseller(s)) should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

3.4 Generic

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

3.5 Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

3.6 Generic

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

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.

- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

3.7 *Generic*

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

3.8 *Generic*

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

3.9 *Scope of Supply*

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

3.10 *Turnover*

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

3.11 *Turnover*

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

3.12 *Purchase Preference (Centre)*

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

3.13 *Purchase Preference (Centre)*

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

3.14 *Inspection*

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

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

3.15 *Certificates*

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

3.16 *Certificates*

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

3.17 *Certificates*

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

3.18 *Certificates*

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid):

Valid Manufacturing License & BIS Certificate

3.19 *Warranty*

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should

guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

3.20 Forms of EMD and PBG:

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

GM (R), FOOD CORPORATION OF INDIA, REGIONAL OFFICE, HYDERABAD

Account No.

10261614088

IFSC Code

SBIN0007315

Bank Name

STATE BANK OF INDIA

Branch address

SME SAIFABAD

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Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3.21 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

GM(R), FOOD CORPORATION OF INDIA, REGIONAL OFFICE, HYDERABAD

Account No.

10261614088

IFSC Code

SBIN0007315

Bank Name

STATE BANK OF INDIA

Branch address

SME SAIFABAD

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

3.22 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

- 1) Only Original Manufacturer is allowed to participate in the Bid.
- 2) The stores should be unloaded/ delivered at the consignee end.
- 3) Manufacturing license/ BIS certificate have to be submitted.
- 4) Necessary documents have to be submitted in case of seeking any exemption under MSME/ MII.
- 5) EMD has to be remitted for participating in the bid.
- 6) 5 % SD has to be remitted by the successful tenderer.
- 7) 2400 litres of Malathion should be supplied in package size of 5 litres
- 8) GST and PAN details to be provided
- 9) Material supplied should not be more than 03 months old from the date of manufacture at the time of dispatch of stores to the designated consignee and the quantity so specified for delivery should be delivered to the designated consignee within 15 days from the date of issue of dispatch instructions by the Inspecting officer.
- 10) Time is the essence of the contract. In the event of delayed supply, 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.
- 11) Copy of valid Central Insecticides Board's (CIB) Registration (as per Insecticides Act and Rule) should be uploaded along with the Technical Bid.
- 12) Tenderer has to deposit the Security Deposit of an amount equivalent to 5% of total cost of ordered quantity of stores within seven working days from the date of issue of Supply Order. Further extension of seven working days can be given by FCI subject to levy of penalty @ 1% of Security Deposit.
- 13) Signed copy of the bid document
- 14) Rate has to be quoted for 2400 litres of Malathion.
- 15) In case of failure of the offered lot during pre dispatch inspection, The testing charges may be borne by the firm.

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3.23 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.