

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	16-02-2026 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	16-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Consumer Affairs Food And Public Distribution
विभाग का नाम / Department Name	Department Of Food And Public Distribution
संगठन का नाम / Organisation Name	Food Corporation Of India (fci)
कार्यालय का नाम / Office Name	Regional Office Raipur
कुल मात्रा / Total Quantity	40
वस्तु श्रेणी / Item Category	Cross Laminated Thermoplastic Fumigation (CLTF) Covers (Q3)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	2 Year (s)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Past Performance, Bidder Turnover, Certificate (Requested in ATC), OEM Authorization Certificate, OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	20 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	512000
Payment Timelines	Payments shall be made to the Seller within <b>100</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	10240

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required

No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

AGM (QC)

Regional Office Raipur, Department of Food and Public Distribution, Food Corporation of India (FCI), Ministry of Consumer Affairs Food and Public Distribution  
(Angeline Ekka)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
7. 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.
8. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
9. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are

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

10. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

11. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **Cross Laminated Thermoplastic Fumigation (CLTF) Covers ( 40 pieces )**

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

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
GENERIC	<b>Type and grade of covers as per IS 14611 -2016 (as amended up to date)</b>	Type HN (heavy duty )
	<b>Minimum GMS in grams per square meter of covers</b>	200
FABRICATION OF FUMIGATION COVERAS	Covers of opening	Conforming to as per IS 14611 - 2016 (as amended up to date)
	Covers closing	Conforming to as per IS 14611 - 2016 (as amended up to date)
	<b>Eyelets</b>	Agreed between Buyer and Seller
DIMENSION AND WEIGHT	<b>Cover length (+/- 1 inch)</b>	<b>32.0 (foot)</b>
	<b>Cover width (+/- 1 inch)</b>	<b>21.0 (foot)</b>
	<b>Cover height (+/- 1 inch)</b>	<b>17.0 (foot)</b>
	<b>Minimum Weight of cover</b>	<b>50.0 (kilogram)</b>

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Strength of joints - Test as per the method given in Annex C of IS 14611 - 2016 as amended upto date	Capable of withstanding a load of 2.5 Kg on 2.5 cm strip for one hour (for Type LN, Type MN, Type HN and Type XHN)
WARRANTY	Warranty in number of years	1, 2, 3 Or higher
CERTIFICATION	Availability of Test Report from Designated AHSP / NABL / ILAC accredited or Central Government Lab to prove conformity of products to the relevant Type and Grade as per specification number IS 14611 : 2016 (with upto date amendments) and Fumigation	Yes

**Additional Specification Parameters - Cross Laminated Thermoplastic Fumigation (CLTF) Covers ( 40 pieces )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Specification	The stores shall be of the best quality and shall conform to B.I.S. (Bureau of Indian Standards) specifications. No. BIS No. IS: 13217-1991 read with IS: 14611:2016 as amended up to date.
Colour	Sky Blue
Workmanship	The cover shall be uniform in Colour, texture and finish and shall be free from blisters, creases of permanent nature, cuts, pinholes and other visual defects.
Construction of fumigation covers	Fumigation covers shall be made by sealing together pieces of fumigation sheet material of appropriate dimensions. It shall have 3 openings at top, each fitted with tubular funnel made from a piece of fumigation sheet, material and provided with tying tapes for closing. It shall also be provided with a number of handling strips at the top and bottom.
Eye lets	Aluminium eyelets No. 28 or ultrasonic welded plastic eyelets at distance of 2 meter from each other at a height of about 3 cms from the bottom edge.

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

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ramawatar kumar, Manager ( QC)	495001,FCI, FSD Bilaspur, Vyapar Vihar behind Hotel Ananda Impire, Bilaspur	4	30
2	Yogesh upadhyaya, Manager ( QC)	491001,FCI, FSD Durg, Dhamdha Road, Sikola basti, Durg	36	30

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

### 1. Generic

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

### 2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### I. MINIMUM ELIGIBILITY CRITERIA

(a) Manufacturer(s)/of CLTF Covers confirming to BIS specifications No. IS:14611-2016 with up-to-date amendments having own manufacturing unit with existing **valid manufacturing License** and **GST number** in its own name are eligible to participate in the Bid.

(b) The firm manufacturing the item should have valid **BIS Certificate** confirming the product to BIS specifications No. IS: 14611-2016 with up-to-date amendments.

(c) The firm manufacturing the item should have valid **ISO 9001:2015** certificate.

(d) Copy of **GST registration certificate** and **Pan Card** should be uploaded along with the technical bid.

(e) The **average annual turnover during the last three financial years**, ending on 31st March of the previous financial year, should be 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.

(f) The Bidder or its OEM {themselves or through re-seller(s)} **should have supplies**

**d same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years** before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year.

## **II. SPECIFICATION IN DETAIL**

1. The stores shall be of the best quality and shall conform to B.I.S. (Bureau of Indian Standards) specifications. No. IS:14611-2016 with up-to-date amendments.

a) Type: "Heavy Duty" (HN)

b) Size of cover: 32' X 21' X 17' (feet) (with five sides)

c) Minimum Mass per Unit: 200 gram per Sq Mt (GSM)

d) Minimum Weight of cover: 50.2 Kgs

e) Colour: Sky Blue

f) Thickness: 200 GSM

g) Workmanship: The cover shall be uniform in Colour, texture and finish and shall be free from blisters, creases of permanent nature, cuts, pinholes and other visual defects.

h) Construction of fumigation covers: Fumigation covers shall be made by sealing together pieces of fumigation sheet material of appropriate dimensions. It shall have 3 openings at top, each fitted with tubular funnel made from a piece of fumigation sheet material and provided with tying tapes for closing. It shall also be provided with a number of handling strips at the top and bottom.

i) Eyelets: Aluminium eyelets No. 28 or ultrasonic welded plastic eyelets at distance of 2 meter from each other at a height of about 3 cms from the bottom edge.

j) Tensile Strength (kg./cm. min):

(i) Longitudinal direction = 300 min.

(ii) Transverse direction = 225 min.

After ageing at  $70 \pm 1^\circ \text{C}$  for 168 hrs.

Longitudinal direction = 30% decrease from original value (max).

Transverse direction = 30% decrease from original value (max).

k) Fumigation Retention Test:

(a) Loss of Aluminium Phosphide fumigant 7.5% max.

(b) Loss of methyl bromide fumigant 15% max.

(As per IS: 13217-1991 with up-to-date amendments)

l) Water Proofness Test:

A 20 cms diameter piece of the sample when subject to a 90 cm head of water for on

e hour as per method given in IS:7016 (Part-7) : 2023 shall not allow water to percolate through and not become wet on its outer surface.

m) Strengths of Joints:

The joints shall be capable of withstanding a load of 2.5 Kg on 2.5cm strip for one hour when tested as per method given in Annex C of IS: 14611-2016.

n) Flex Test:

50,000 cycle minimum (Test as per IS: 7016 (part 4): 2003)

o) Tear Strength (gm.):

(i) Longitudinal direction = 2880 min.

(ii) Transverse direction = 2400 min.

(As per IS: 14611-1998 with latest amendments)

p) Dart Impact Strengths (gm): 700 minimum (As per IS: 14611-1998 with latest amendments).

q) Elongational Break:

(i) Longitudinal direction = 400 min.

(ii) Transverse direction = 300 min. (As per IS: 14611-1998 with latest amendments).

2. In the event of any consignment not conforming to the contractual/prescribed specification same shall be rejected by the FCI.

3. It would be in the interest of the bidder to study the specifications thoroughly before quoting.

### III. SECURITY DEPOSIT

- a) The successful tenderer shall also deposit an amount equivalent to **5% of total cost of ordered quantity** of stores with the Regional Office, FCI, RO, Raipur (CG) **with in 07 working days** from the date of issue of supply order by RTGS or NEFT in stipulated Food Corporation of India, Regional Office, Raipur Account No. 10470298142 in the State Bank of India with IFSC code no. SBIN0003314, Kutchery (Raipur)
- b) 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.
- c) In case of failure of Tenderer to deposit the Security Deposit mentioned at (a) above 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.
- d) If the contractor fails or neglects to observe or perform any of its obligations under the contract, it shall be for the corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the contractor.
- e) 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.

ntee 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.

#### **IV. GUARANTEE**

For a period of twelve calendar months from the date of delivery of the stores/covers, 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, manufacturing process or workmanship in the stores/covers, 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 any defects be not remedied within a reasonable time not exceeding 15 working days from the date of communication of the defect to the contractor by FCI through any one or more of the mode of following communications.

1. If the defects are not remedied to the satisfaction of FCI within the time period as mentioned above, the purchaser may proceed to do the work at contractors risk and cost but without prejudice to any other rights which the purchaser may have against the contractor in respect of such defects.
2. 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.
3. In case the contractor fails to provide necessary support/service during the Guarantee period to FCI the contractor may be blacklisted for a period of minimum three years or maximum of five years by FCI at its sole discretion, in addition to encashing the bank guarantee wherever applicable.
4. All inspections, adjustments, replacements or renewals carried out by the contractor or during the guarantee period shall be subjected to the same conditions of the contract.

#### **SERVICING FACILITIES**

The contractor shall also undertake to provide free servicing facilities at 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.

#### **V. PACKING**

(1) Each cover shall be packed securely in heavy duty brown paper covered with Hessian (gunny) clothes duly stitched to avoid any loss / damage in transit. Twin handle will be provided to facilitate handing. If there will be any damage / loss in transit, the responsibility will be fixed on the supplier.

(2) The contractor shall pack at his own cost the stores sufficiently and properly for T

ransit by Rail / Road 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 wrapping) 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 expenses. 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 dispatch 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 contract 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.

(8) Repairing Kit: - Suppliers/manufacturer should provide a kit (adhesive tape of cross laminated strips) of two meters long of 2 inches width and instruction with each cover for repairing of defects / damages that may occur during usage of fumigation covers. The minimum adhesion of the tape to the fumigation cover shall be 1.5 N per 10 mm width when tested as per IS 13217 - 1991.

**MARKING:** Each cover shall be marked by the supplier at his expenses distinctly and clearly indicating the supply order no. with date, name and address of the consignee, name of supplier and serial no. of the cover for the purpose of identification. All marking shall be carried out with such a material as may be found satisfactory by inspecting officer as regards quickness of drawing, fastness and indelibility. The stores shall bear ISI Mark.

## **VI. SAMPLING/ INSPECTION/ REJECTION**

### **(1) SAMPLING**

A lot shall comprise of 100 covers with lot number and serial number shall be offered for inspection. The sampling will be carried out as per IS: 14611-2016 guidelines. Out of each lot of 100 covers, 13 covers will be selected at random and inspected, examined for visual defects. One cover for each lot or part thereof will be selected at random and or part thereof tested in the laboratory as per BIS No. IS: 14611-2016. Sample

sheet measuring 2 sq meters shall be cut into triplicate out of the cover selected for lab tests. The sample piece shall be drawn in such a manner so that portion having joint with heat sealed is also covered in the sample. The portion from where samples have been drawn for lab. Test shall be mended by the Suppliers by replacing additional sheet of identical material with triple heat sealed immediately after the sampling has been completed at the place from where samples were cut out. The sample shall be referred to Govt. Labs (BIS approved/NABL Accredited Laboratory certified for conducting relevant detailed tests as per laid down specification) as nominated by FCI. The dispatch instructions of the material shall be given to the Supplier only after the material is cleared by the lab tests. Test charges shall be borne by the Supplier. The sample shall be signed by the purchaser's Representative and Suppliers or his authorized Representative, one will be sent to the lab. One will be given to Supplier and one will be retained as reference sample by the Buyer.

## **(2) INSPECTION**

Necessary facilities shall be provided by the Supplier to the inspection team nominated/deputed by FCI to inspect the covers. The Supplier shall inform the General Manager, Food Corporation of India, by whom the order is placed, the time in advance so that inspection team can be deputed for carrying out the pre-dispatch inspection at the premises of the supplier. Such inspection shall be for all physical aspects/requirements stipulated in the supply order such as:

- (a) Dimensions.
- (b) Funnels.
- (c) Eye lets and their dimensions and spacing on the cover.
- (d) Sealing width of the seams and sealing of joints etc.
- (f) Pin holes, fish eyes & any other defects etc.

For proper inspection each selected cover shall be fixed to pulleys placed at four corners facilities to be provided by the supplier and lifted up for visual examinations of weak sealing, fish eyes, pin holes tears or blisters. The procedure adopted for final inspection for fabricated covers shall be as under:

A lot shall comprise of 100 covers and shall be marked with lot number and serial number. Not less than 13% of the covers shall be physically and visually inspected at random by team of Inspecting Officer in the supplier premises. A cover failing in one or more of these requirements shall be regarded a defective. The Inspecting officer's decision as regards the rejection shall be final and binding on the suppliers. Cent per cent weightment for all the Cross Laminated Fumigation covers individually in a lot offered for inspection shall be arranged and weight of each cover recorded.

- (3) **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 during the execution of the contract to the Contractor's work for the purpose aforesaid, and he may require the Contractor to make 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.
- (4) **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 from 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. The samples shall be referred to Govt. Labs (BIS approved/NABL accredited lab. certified for conducting relevant detailed tests) as nominated by FCI for independent test report, **the expenditure on testing shall be borne by the supplier.** In the event of Corporation incurring this expenditure, the same shall be reimbursed by the Contractors, or shall be recovered from the bills or any other amount payable to the Contractor.

- (5) **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.
- (6) **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.
- (7) **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 purchaser and be paid for as such.
- (8) **Inspecting Officer:** The inspecting Officer shall have the final authority with regard to certify the performance of the product after inspecting the stores or part thereof submitted for inspection and will have a final say in case of unsatisfactory performance of the product in a situation like-
  - (i) To reject any stores submitted as not being in accordance with the particulars.
  - (ii) To reject the whole of the installment 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.
  - (iii) To mark the rejected stores with a rejection mark so that they may be easily identified if re-submitted.
- (9) **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 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 op

inion 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

(c) 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 not in the opinion of the Corporation, which shall be final, readily available) at the risk and costs of the contractor.

**(10) 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.

**(11) 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.

**(12) 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.

**(13) Removal of Rejected Stores:**

(i) Any stores submitted for inspection at a place other than the premises of the Contractor and rejected shall be removed by the Contractor 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 contract it will be deemed to have been served on the Contractor at the time when such letter would be in the course of ordinary post reach the Contractor.

(ii) Such rejected stores shall under all circumstances lie at the risk of the Contractor 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 & cost and retain such portion of the proceeds as may be necessary to recover 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.

**(14) 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.

**(15)** The stores shall further be in all respects acceptable to the Inspecting Officer.

**(16)** In particular and without prejudice to the foregoing condition, when bids 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 the contractor did not examine or acquaint himself with such particulars.

## **VII. DELIVERY**

The contractor shall deliver the stores in accordance with the conditions of the contract.

act at the time/times and at the place and in the manner specified in the terms and conditions of the tender. The contractor shall comply with the instructions that the corporation may from time to time give regarding the safe transit of the stores the corporation is not responsible for any delay in obtaining the raw material/machinery for the manufacturing and supply of the stores. The time is the essence of the contract.

Door delivery of CLTF covers are to be given at FCIs nominated depot(s) anywhere in India to be indicated in the supply orders. All expenses up to the point of delivery including Road/Rail transport charges, transit insurance and all other incidental and handling expenses will be borne by the suppliers. Lot conforming to the physical and visual requirement as certified by the inspecting officer(s) shall be stacked and sealed properly to maintain the identity of the covers by inspecting officer(s) in the premises of the supplier and on receipt of test reports, which confirm to the specification only those lots shall be dispatched to the ultimate consignee of the FCI directly from the suppliers premises as per DIs intimated by the indenting office/consignee region. After the sample have been taken from lab test from the identified sub-lot and said sub lot shall be treated as offered only if covers confirm to the prescribed specifications as per the test result of the lab nominated by the FCI. Supplier will take back the covers immediately on receipt of intimation of rejection on the basis of test result due to non-conformity to the prescribed specifications. In lieu of the covers rejected equal number of covers shall be offered within fifteen days of notification of the rejection.

### **DELIVERY SCHEDULE**

(a) The quantity to be delivered under contract shall be intimated by the concerned indenting office(s) by placing supply order. The offer of cover by supplier to FCI nominated team for inspections shall commence within 7 days from the date of dispatch of supply order. If the stores pass lab test, the supplier shall deliver duly approved store(s) at FCI nominated depots within 30 days of intimation of test results by FCI Inspecting officer(s). However, in case the delivery requires road permit to be arranged by FCI, the period of 30 days of delivery shall commence from the date of dispatch of the road permit by FCI to the supplier.

(b) Time is the essence of contract. In the event of delayed offer, liquidated damage charges at the rate of 2 % of the price of the store(s) which the contractor has failed to offer within the delivery period fixed for each month or part thereof shall be levied on the supplier. In addition in the event of delayed delivery after intimation of test results, LD charges @ 2 % of the price of the store(s) which the contractor has failed to offer within the delivery period fixed for each supply order shall also be levied on the supplier.

(c) If the bidder fail to complete the delivery within the maximum time prescribed, his SD will be forfeited without prejudice to any other right the corporation may have under the law and contract.

(d) The date of offer of covers for inspection shall be treated as date of offer only for the covers which will pass the lab test for the purpose of levy liquidated damages. The covers 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 covers after inspection and passing the lab test shall be supplied to the consignees as per supply order dispatched by the indenting office. Time taken for inspection and testing of samples will be on FCI account.

The contractor shall comply with the instructions that the corporation may give from time to time regarding the safe transit of the stores failing which the corporation rese

reserves the right to summarily terminate the contract considering the non-compliance as breach of contract without prejudice to any other right the corporation may have under the contract and law.

### **Forms of EMD and PBG**

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

Account No. 10470298142

IFSC Code SBIN0003314

Bank Name STATE BANK OF INDIA

Branch address KUTCHERY RAIPUR

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

**Note: Rate quoted for CLTF covers should be inclusive of GST.**

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

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

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

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

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

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

---धन्यवाद/Thank You---