**THE PUNJAB STATE COOPEATIVE SUPPLY**
**AND MARKETING FEDERATION LIMITED (MARKFED)**
**MARKFED HOUSE, PLOT NO. 4,**
**SECTOR 35-B, CHANDIGARH**

**Additional Terms and Conditions (ATC) governing the procurement of Aluminium Phosphide 56% Tablets, conforming to BIS Specification IS: 6438:1980 (with latest amendments), through the Government e-Marketplace (GeM) Portal for a period of one quarter on behalf of the State Procurement Agencies (SPAs) of Punjab, namely Punjab State Grain Procurement Corporation Ltd. (PUNGRAIN), Punjab State Warehousing Corporation (PSWC), Punjab State Civil Supplies Corporation Ltd. (PUNSUP) and The Punjab State Cooperative Supply and Marketing Federation Ltd. (MARKFED).**

## 1. DEFINITION

For the purpose of these ATC;

i. **"State Procurement Agencies"** or **"SPAs"** means MARKFED, PUNGRAIN, PSWC and PUNSUP collectively.

ii. **"MARKFED"** means The Punjab State Cooperative Supply and Marketing Federation Limited, acting as the nodal agency for invitation, processing and finalization of the common tender on behalf of participating State Procurement Agencies.

iii. **"Concerned State Procurement Agency"** means the State Procurement Agency which issues the relevant Purchase Order and is responsible for inspection, acceptance, payment, recovery, enforcement and administration of the contract pertaining to the quantity allocated to it.

iv. **"Contract"** means the legally binding arrangement constituted by the Purchase Order issued by the concerned State Procurement Agency in terms of Clause 6(b).

v. **"Letter of Acceptance"** or **"LOA"** means the communication issued by MARKFED notifying acceptance of the successful bid and finalization of the common rate contract and shall not by itself constitute allocation of quantity to any State Procurement Agency unless otherwise specified.

vi. **“Purchaser”** means the concerned State Procurement Agency, namely MARKFED, PUNGRAIN, PSWC and PUNSUP, which issues the relevant Purchase Order/Contract, Supply Order or Dispatch Instructions and shall include its successors and permitted assigns.

vii. **“Contractor” or “Supplier”** shall mean the successful Tenderer whose Bid has been accepted through the GeM Portal and to whom the concerned State Procurement Agency has issued the Purchase Order/Contract for supply of Aluminium Phosphide 56% Tablets, and shall include its successors, permitted assigns, legal representatives and authorized personnel, as the context may require.

## 2. PRIORITY OF DOCUMENTS

The procurement process shall be undertaken through the Government e-Marketplace (GeM) Portal. The GeM General Terms and Conditions, GeM Contract, GeM Special Terms and Conditions, Tender Documents, Additional Terms and Conditions (ATC), Corrigenda/Addenda/Clarifications issued by MARKFED, Letter of Acceptance issued by MARKFED, and the Purchase Order/Contract issued by the concerned State Procurement Agency shall collectively constitute the Contract and shall be deemed to have been entered into as an integral and indivisible agreement between the parties.

The Contract shall be subject to, and shall be interpreted in accordance with, all applicable laws, statutory provisions, rules, regulations, notifications, orders, circulars and instructions having the force of law, including but not limited to the provisions governing public procurement, General Financial Rules (GFR), procurement through GeM, and applicable provisions of the Punjab Transparency in Public Procurement Act, 2019 and the Punjab Transparency in Public Procurement Rules, 2022, as amended from time to time.

In the event of any ambiguity, inconsistency, discrepancy or conflict between any of the documents forming part of the Contract, the following order of precedence shall apply:

1. Applicable statutory provisions, enactments, rules, regulations, Government notifications, orders and instructions having the force of law;
2. GeM Contract, including GeM General Terms and Conditions and Special Terms and Conditions, to the extent applicable and binding;
3. Corrigenda, Addenda and Clarifications issued by MARKFED;
4. Additional Terms and Conditions (ATC) and Tender Documents;
5. Letter of Acceptance issued by MARKFED;
6. Purchase Order/Contract issued by the concerned State Procurement Agency;
7. Supply Order(s), Dispatch Instructions and other communications issued by the concerned State Procurement Agency for execution of the Contract;

8. Bid submitted by the Contractor and other documents furnished in response to the Tender.

Provided that where any specific provision contained in a lower-ranking Contract document expressly modifies, supplements or clarifies a general provision contained in a higher-ranking document, and such modification, supplementation or clarification has been duly approved by the Competent Authority, the specific provision shall prevail to the extent of such modification, supplementation or clarification, subject always to compliance with applicable laws and mandatory statutory requirements.

In case of any ambiguity, conflict or inconsistency between any provisions of the Contract Documents, the same shall be interpreted in a manner that gives effect to the intention and commercial purpose of the Contract, while ensuring compliance with applicable laws, mandatory GeM provisions, public procurement principles and the respective rights and obligations of the parties.

Except to the extent required for resolving any inconsistency or conflict, all Contract Documents shall be read together and construed harmoniously as constituting a single, composite and integrated agreement.

## 3. COMPLIANCE WITH GeM, GFR AND PUNJAB PROCUREMENT LAWS

The procurement shall be conducted in compliance with the General Financial Rules, 2017 (GFR), including the rules and instructions applicable to procurement through GeM, as amended from time to time, and with all applicable orders, manuals, circulars and guidelines issued by the Government of India, Government of Punjab, GeM authorities and competent procurement authorities.

The tender, evaluation, award, performance, inspection, payment, recovery and dispute resolution shall also comply with the Punjab Transparency in Public Procurement Act, 2019 and the Punjab Transparency in Public Procurement Rules, 2022, as amended from time to time, including amendments notified up to 2025, wherever applicable to State Procurement Agencies.

Every bidder shall be deemed to have satisfied itself regarding the applicable statutory, regulatory, licensing, safety, hazardous-material, insecticide, BIS, GST, labour and public-procurement requirements. Non-compliance or misstatement shall render the bid liable to rejection and, after award, shall constitute a material default without prejudice to termination, forfeiture, recovery, blacklisting/debarment and other remedies available under law.

## 4. TENDER DOCUMENT FEE AND EARNEST MONEY DEPOSIT

Each Tender shall be accompanied by an Earnest Money Deposit (EMD) equivalent to 2% of the total tender value or Rs. 10,00,000/- (Rupees Ten Lakhs only), whichever is less, and a non-refundable Tender Document Fee of Rs. 2,360/- (Rupees Two Thousand Three Hundred Sixty only), inclusive of GST, unless exempted under the applicable provisions of the tender. The Tenderers shall deposit the EMD and Tender Document

Fee in favour of **The Punjab State Cooperative Supply and Marketing Federation Limited (MARKFED), Chandigarh**, **Account No. 7188573545 in Indian Bank with IFSC Code No. IDIB000M728 branch address SCO 73 Phase IX Mohali Punjab 160062**, on or before the bid submission closing date and time. The scanned copy/soft copy of the RTGS/NEFT/Fund Transfer (Internet Banking) acknowledgement evidencing such deposit shall be uploaded along with the Technical Bid. The bidder shall invariably mention the GeM Bid Number and the name of the bidding entity in the transaction details/remarks field at the time of online transfer. Any bid not accompanied by the prescribed EMD and Tender Document Fee, or valid documentary evidence in support of exemption thereof, shall be liable to be rejected as non-responsive.

a. Tenders not accompanied by the prescribed Earnest Money Deposit (EMD) in the manner specified in the tender document shall be liable to be rejected summarily. However, exemption from payment of EMD shall be admissible only to those bidders who are eligible under the applicable policies, guidelines or instructions issued by the Government of India, Government of Punjab or any other competent authority from time to time, subject to submission of the requisite documentary evidence in support of such exemption.

b. The Earnest Money Deposit (EMD) of unsuccessful Tenderers shall be refunded without any interest. In respect of Tenderers whose Technical Bids are rejected/ disqualified during the Tender evaluation process, the EMD shall be refunded within fifteen (15) days from the date of such rejection/disqualification. In respect of other unsuccessful Tenderers, whose bids are considered responsive but are not selected for award of Contract, the EMD shall be refunded within thirty (30) days from the date of issuance of the Letter of Acceptance (LOA) to the successful Tenderer.

   In the case of the successful Tenderer, the EMD shall be adjusted towards the Security Deposit payable by the Tenderer. Where the successful Tenderer opts to furnish the Security Deposit through RTGS/NEFT as permitted under these ATC, the EMD amount shall be adjusted towards the total Security Deposit amount, and only the balance amount, if any, shall be deposited by the Tenderer. Where the Security Deposit is furnished in the form of Bank Guarantee, the EMD shall be refunded after submission and acceptance of the prescribed Bank Guarantee within the stipulated period.

   No interest whatsoever shall be payable on the Earnest Money Deposit under any circumstances.

c. The Earnest Money Deposit (EMD) shall be liable to forfeiture in the event the Tenderer withdraws, resiles from, modifies, or varies his offer, or otherwise violates any of the Terms and Conditions of the Tender after the last date and time prescribed for submission of Tender(s). It is understood that the Tender Documents have been made available to the Tenderer and permission to participate in the Tender process has been granted subject to acceptance of this condition. However, the Tenderer shall remain free to modify or withdraw his offer at any time prior to the last date and time fixed for submission of Tender(s). In case the Tenderer fails to completely withdraw the offer before the prescribed date and time and thereafter seeks to alter or revoke the same, the EMD shall be liable to forfeiture.

d. The Earnest Money Deposit (EMD) shall also be liable to forfeiture in the event of failure of the successful Tenderer, after acceptance of its Bid and issuance of LOA, to furnish the requisite Security Deposit equivalent to five percent (5%) of the Contract Value, either in the form of Bank Guarantee in favour of MARKFED or through RTGS/NEFT/Fund Transfer in the designated bank account of MARKFED, within the stipulated period, including any extension thereof granted in accordance with the terms of the Tender. Such forfeiture shall be without prejudice to the right of MARKFED to cancel/terminate the Letter of Acceptance and to any other rights, remedies or actions available under the Tender, the Contract or applicable law..

e. Micro, Small and Medium Enterprises (MSMEs) claiming exemption under any policy, guideline or instruction issued by the Government of India shall submit a valid Udyam Registration Certificate or such other registration/document as may be prescribed by the competent authority from time to time, along with documentary proof establishing their eligibility for the claimed exemption. The benefit of exemption shall be restricted to the extent permissible under the applicable Government of India policy and the terms of this tender.

f. Exemption from payment of Earnest Money Deposit (EMD) and Tender Document Fee shall be admissible to eligible Micro and Small Enterprises (MSEs) and Startups in accordance with the provisions of the Punjab Transparency in Public Procurement Act, 2019, the Punjab Transparency in Public Procurement Rules, as amended from time to time, and the policies/ instructions issued by the Government of Punjab and Government of India. For availing such exemption, an MSE bidder shall submit a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre (DIC) of the concerned district, certifying its status as a Micro or Small Enterprise and confirming that its manufacturing unit is located within the State of Punjab. A Startup bidder shall furnish documentary evidence of its valid recognition by the Department of Industries and Commerce, Government of Punjab.

g. The Bidder claiming exemption from payment of Earnest Money Deposit (EMD) shall submit a Bid Security Declaration in the format prescribed at **Annexure-'E'**. By submitting such declaration, the Bidder undertakes that, in the event of withdrawal or modification of its Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of its Bid, it shall be liable to suspension/debarment from participation in future procurement processes of the State Procurement Agencies for the period specified in the Tender Document or as prescribed under applicable Government instructions, without prejudice to any other rights, remedies or actions available to the State Procurement Agencies under the terms of the Tender, the Contract, or applicable law.

h. In case a Bidder fails to submit the Earnest Money Deposit (EMD) along with the Bid, or fails to furnish a valid claim for exemption in accordance with the provisions of the Tender Document, the Bid shall be summarily rejected as non-responsive.

## 5. BANK GUARANTEE & SECURITY DEPOSIT

i. The successful Tenderer shall furnish Security Deposit (SD) within eight (8) days from the date of issuance of the Letter of Acceptance (LOA) by MARKFED, equivalent to five percent (5%) of the Contract Value, either in the form of an irrevocable and unconditional Bank Guarantee or through RTGS/NEFT/Fund Transfer (Internet Banking), as per the option exercised by the Tenderer.

In case the Tenderer furnishes the Security Deposit in the form of Bank Guarantee, the same shall remain valid for a period of fifteen (15) months, comprising the warranty/guarantee period of twelve (12) months together with an additional claim period of three (3) months, in the prescribed format at **ANNEXURE 'C'**. The Bank Guarantee shall be issued by a Scheduled Commercial Bank notified by the Reserve Bank of India (excluding Urban Co-operative Banks, Rural Co-operative Banks, State Co-operative Banks and Regional Rural/Gramin Banks), in favour of **The Punjab State Cooperative Supply and Marketing Federation Limited, Head Office, Chandigarh, Markfed House, Plot No. 4, Sector 35-B, Chandigarh-160022**.

Upon submission and acceptance of the Security Deposit in the form of Bank Guarantee within the stipulated period, the Earnest Money Deposit (EMD) furnished by the successful Tenderer shall be refunded without any interest.

In case the Tenderer opts to furnish the Security Deposit through RTGS/NEFT/Fund Transfer (Internet Banking), the Tenderer shall deposit an amount equivalent to five percent (5%) of the Contract Value in the designated bank account of MARKFED, as specified in Clause 4 of the Tender Document, within eight (8) days from the date of issuance of the LOA. The EMD amount deposited by the successful Tenderer shall be adjusted towards the Security Deposit payable, and the Tenderer shall deposit only the balance amount, if any, required to make up the total Security Deposit of five percent (5%) of the Contract Value.

ii. In case the successful Tenderer fails to furnish the prescribed Security Deposit within eight (8) days from the date of issuance of LOA, MARKFED may, at its sole discretion, grant an extension of up to seven (7) working days for submission thereof, subject to payment/recovery of a penalty equivalent to one percent (1%) of the required Security Deposit amount. Such penalty shall be recoverable from any amount payable or becoming payable to the successful Tenderer under the Contract by the State Procurement Agencies.

iii. If the successful Tenderer fails to furnish the prescribed Security Deposit within the stipulated period, including any extended period granted under Clause (ii) above, MARKFED may cancel/terminate the LOA and shall be entitled to forfeit the Earnest Money Deposit (EMD), wherever applicable. The Tenderer may also be debarred from participating in future procurement processes/tenders of MARKFED for a period up to three (3) years.

iv. No claim shall lie against MARKFED either in respect of interest or any depreciation in value of any Security Deposit.

v. If the Contractor fails or neglects to observe, perform or comply with any of its obligations under the Contract, the concerned State Procurement Agency shall, after issuing a written notice to the Contractor specifying the default, proposed recovery and providing a reasonable opportunity to submit its explanation/representation, determine the amount recoverable from the Contractor in accordance with the provisions of the Contract.

Upon such determination, the concerned State Procurement Agency shall request MARKFED in writing for invocation, forfeiture, appropriation or adjustment of the Security Deposit/Bank Guarantee furnished by the Contractor, specifying the amount to be recovered. Upon receipt of such request, MARKFED shall adjust/invoke the Security Deposit/Bank Guarantee only to the extent of the amount available with MARKFED and specified by the concerned State Procurement Agency.

The decision of the concerned State Procurement Agency regarding the amount recoverable towards damages, losses, penalties, charges, costs, expenses or any other sums payable by the Contractor under the Contract shall be final and binding upon the Contractor.

In the event the Security Deposit/Bank Guarantee lying with MARKFED is insufficient or has been wholly forfeited and any balance amount remains recoverable, the concerned State Procurement Agency shall be entitled to recover such balance amount directly from the Contractor by issuing a written demand notice and/or initiating such recovery proceedings as may be permissible under the Contract or applicable law. The Contractor shall remain liable for payment of the outstanding balance amount.

vi. The Security Deposit/Bank Guarantee shall be released/refunded by MARKFED only after satisfactory and complete execution of the Contract, fulfillment of all contractual obligations by the Contractor, expiry of the guarantee/warranty period, issuance of a **"NO DUES CERTIFICATE"** by the respective recipient branch at the Head Office of the concerned State Procurement Agency, namely PUNGRAIN, PSWC, PUNSUP and MARKFED, and submission of a **"NO DEMAND CERTIFICATE & PRE-RECEIPT"** by the Contractor.

Prior to such release/refund, MARKFED or the concerned State Procurement Agency shall be entitled to recover and deduct any outstanding dues, costs, charges, expenses, penalties, losses, damages or any other amount recoverable from the Contractor arising out of or in connection with the Contract.

No interest shall be payable by MARKFED on the Earnest Money Deposit (EMD) or Security Deposit (SD)/Bank Guarantee under any circumstances whatsoever.

## 6. RATE, QUANTITY AND PERIOD OF CONTRACT

**(a) RATE:** The tenderer shall quote its rates only on the GeM Portal in the prescribed financial bid format. The rates shall be quoted per kilogram (Kg.) in Indian Rupees on F.O.R. destination basis to the storage points/godowns of the concerned State Procurement Agency, located anywhere within the State of Punjab, inclusive of packing, forwarding, loading, unloading, freight, transportation, transit insurance, handling charges, GST and all other taxes, duties, levies, cess and incidental/ancillary charges whatsoever payable in connection with the supply of the stores.

The rates quoted by the Tenderer on the GeM Portal shall be firm, fixed and final and shall remain valid from the date of issuance of the Purchase Order/Contract throughout the currency of the Contract. The quoted rates shall be inclusive of all applicable taxes including GST, duties, levies, freight, transportation charges, labour charges, packing, forwarding, loading/unloading, insurance and all other incidental charges. No escalation whatsoever shall be admissible during the currency of the Contract on account of increase in GST, taxes, duties, freight, transportation charges, labour charges, cost of raw materials or any other factor.

**(b) CONTRACT:** The tender is for procurement of Aluminium Phosphide 56% Tablets for a period of three months (one quarter) from the date of Purchase Order/Contract, unless otherwise specified in the GeM Bid. The rates discovered and finalized as L-1 through the Reverse Auction (RA) conducted on the GeM Portal shall be finalized by MARKFED on behalf of the State Procurement Agencies.

Upon finalization of the tender and issuance of LOA by MARKFED, the State Procurement Agencies, shall issue Purchase Orders against their respective allocated quantities as per their actual quarterly requirements. Such Purchase Order(s) issued by the concerned State Procurement Agency, incorporating the finalized L-1 rates, terms and conditions of the GeM Contract and these Additional Terms and Conditions, shall constitute a valid and binding Contract between the concerned State Procurement Agency and the successful Tenderer for the quantity specified therein.

The successful Tenderer shall be bound to supply the stores against such Purchase Order(s)/Dispatch Instructions issued by the concerned State Procurement Agency at the finalized L-1 rate and in accordance with these Additional Terms and Conditions and applicable laws, rules and regulations. The concerned State Procurement Agency shall be responsible for issuance of Purchase Orders/Supply Orders/Dispatch Instructions, receipt and acceptance of stores, processing of payments, enforcement of contractual obligations and all other matters relating to the quantity allocated to it under the Contract.

**(c) QUANTITY:** The allocation of Aluminium Phosphide 56% Tablets to the concerned State Procurement Agencies (SPAs) shall be as under:

| Quarter | Name of State Procurement Agency | Quantity (in Kgs) |
|---|---|---|
| July to September | PUNGRAIN | 36000 |
| | PSWC | 50000 |
| | PUNSUP | 26000 |
| | MARKFED | 40000 |
| | **Total** | **152000** |

The concerned State Procurement Agency shall issue Purchase Order(s)/Supply Order(s)/Dispatch Instructions for the quantity allocated to it during the contract period, as per its requirement and operational schedule. The Contractor shall supply the stores at the finalized L-1 rate against such Purchase Order(s)/Supply Order(s)/Dispatch Instructions and in accordance with the terms and conditions of these Additional Terms and Conditions and applicable law.

The Contractor shall not be entitled to claim any change in the finalized L-1 rate or any compensation on account of the allocation of quantity among the concerned State Procurement Agencies.

**d) OPTION CLAUSE;** The concerned State Procurement Agency shall have the right to increase or decrease the quantity specified in the Purchase Order by up to twenty-five percent (25%) at the time of placement of the Purchase Order. The concerned State Procurement Agency shall also have the right to increase the ordered quantity by up to twenty-five percent (25%) of the allocated quantity during the currency of the Contract, at the same finalized L-1 rate and on the same terms and conditions.

In case the option for increase in quantity is exercised, the Contractor shall manufacture, keep ready and offer the additional quantity for pre-dispatch inspection within the period specified by the concerned State Procurement Agency, which shall be proportionate to the additional quantity ordered vis-à-vis the original quantity specified in the Purchase Order. The dispatch and delivery of such additional quantity shall thereafter be governed by the provisions of the Delivery Schedule clause, including inspection clearance and dispatch instructions issued by the concerned State Procurement Agency.

The concerned State Procurement Agency may, while exercising the option clause, suitably extend the applicable delivery schedule considering the additional quantity ordered and operational requirements. Such extension shall be communicated through the relevant Supply Order/Dispatch Instructions and shall not affect the liability of the Contractor to comply with the terms of the Contract.

## 7. MINIMUM ELIGIBILITY CRITERIA

A. Only those Tenderers who satisfy the following minimum eligibility criteria shall be eligible to participate in the Tender:

i. The Tenderer shall be a manufacturer of Aluminium Phosphide 56% Tablets conforming to BIS Specification No. IS: 6438:1980 (as amended from time to time) and shall possess its own manufacturing unit.
ii. The manufacturing firm shall possess a valid Manufacturing Licence issued by the competent authority for manufacture of Aluminium Phosphide Tablets.
iii. The manufacturing firm shall possess a valid Registration Certificate issued by the Central Insecticides Board & Registration Committee (CIB&RC) for Aluminium Phosphide Tablets.
iv. The manufacturing firm shall possess a valid BIS Licence/Certificate for Aluminium Phosphide Tablets conforming to BIS Specification No. IS: 6438:1980, with up-to-date amendments.
v. The Tenderer shall possess a valid Permanent Account Number (PAN) and Goods & Services Tax (GST) Registration Certificate.

The Tenderer shall upload self-attested copies of the above certificates/ documents as documentary proof in support of the minimum eligibility criteria along with the Tender. Failure to furnish any of the requisite documents shall render the Tender liable for rejection.

B. Tenders shall be accepted from manufacturers only. Foreign manufacturers can also participate, provided they have requisite registration of their product with appropriate authority in India. Other terms and conditions however, remain the same as per CIB guidelines.

C. The tenderer shall submit **ANNEXURES 'A' & 'B'** duly filled in along with supporting documents.

## 8. DESCRIPTION OF STORES

**Aluminium Phosphide Tablets conforming to BIS specifications No. IS- 6438-1980 with up-to-date amendments.**

## 9. SPECIFICATIONS

I. The Stores shall conform to BIS specification No.IS-6438-1980 as amended up to date.

A) **The material shall essentially consist of:**

- Aluminium Phosphide as the only active ingredient.
- A chemical fire retardant; and
- A suitable binding material.

B) **Physical Description**:
When unpacked, the material shall be in the form of whole tablets, grayish in Colour. The material shall show no evidence of spontaneous combustion when exposed to air.

C) **Chemical Description**:
The chemical constituent of Aluminium Phosphide tablets for use in India should contain the following ingredients only:

| **Constituent** | **Quantity % w/w** |
|---|---|
| Aluminium Phosphide a.i. minimum | 56.000 |
| Aluminium Stearate | 2.500 |
| Ammonium Carbonate | 5.000 |
| Urea | 17.500 |
| Graphite | 1.500 |
| Paraffin Wax | 2.500 |
| Inert Carrier (Aluminium Oxide) | 15.00 |
| **Total** | **100.00** |

D) The stores shall be of the best quality and shall conform to B.I.S (Bureau of Indian standards) specifications. No.IS:6438-1980 as amended upto date.

In the event of any consignment not conforming to the contractual/prescribed specification, the same shall be rejected by the concerned State Procurement Agency.

(Copies of specifications are available with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg New Delhi).

E) It would be in the interest of the Tenderers to study the specifications thoroughly before quoting.

## 10. <u>PACKING</u>

i. The material shall be packed strictly in accordance with BIS Specification IS: 9503:1988, as amended from time to time. The Aluminium Phosphide 56% Tablets shall be packed in leak-proof, air-tight, seamless extruded Aluminium Bottles/Flasks, each containing one (1) kilogram of chemical consisting of not less than 334 tablets. In the event of any shortage in the number of tablets per bottle/flask, proportionate deduction in quantity shall be made on the basis of the average weight of the tablets, without prejudice to any other action permissible under the Contract.

ii. The Contractor shall, at its own cost, pack the stores adequately and securely for transportation by rail, road or any other approved mode so as to ensure protection against loss, damage, deterioration, leakage, contamination or pilferage during transit and storage until delivery at the designated destination.

iii. Unless otherwise specifically provided in the Contract, all containers, bottles, flasks, cases, cartons, boxes, drums, packing materials and wrappings used for supply of the stores shall be deemed to be non-returnable and their cost shall be deemed to have been included in the contract price.

iv. The stores shall be marked and labelled strictly in accordance with Clause 11 of these Additional Terms and Conditions and the applicable statutory and BIS requirements.

v. The Inspecting Officer shall be entitled to reject any consignment that is not packed in accordance with the provisions of the Contract, the prescribed specifications or the approved packing standards. The decision of the Inspecting Officer in this regard shall be final and binding on the Contractor.

vi. If the Contractor fails to comply with any instructions issued by the Inspecting Officer regarding packing, preparation or dispatch of the stores within a reasonable period, the concerned State Procurement Agency may arrange compliance at the risk and cost of the Contractor, and the expenses so incurred shall be recoverable from the Contractor.

vii. Every consignment shall be accompanied by a packing note specifying the name and address of the Contractor, the Contract/Supply Order number and date, the name of the issuing State Procurement Agency, description of the stores, batch details and the quantity contained in the consignment.

## 11. <u>MARKING</u>

Each container and outer package shall bear clear, legible and indelible markings in accordance with BIS Specification IS: 9503:1988, the Insecticides Act, 1968, the Insecticides Rules, 1971 and any amendments thereto.

Without prejudice to the statutory requirements, each container shall bear the following particulars:

a) Name of the material;
b) Country of origin;
c) Name and address of the manufacturer and/or source of manufacture;
d) Date of manufacture and date of expiry;
e) Batch/Lot Number;
f) Net mass of contents;

g) Aluminium Phosphide content [percent (m/m)];
h) Minimum cautionary notice as prescribed under the Insecticides Act, 1968 and the Insecticides Rules, 1971;
i) ISI Mark; and
j) Any other particulars required under the applicable BIS specifications or statutory provisions.

In addition to the above, each Aluminium Bottle/Flask containing one (1) kilogram of Aluminium Phosphide Tablets shall bear, in bold and indelible letters, the words: **"FOR __________ USE ONLY. NOT FOR SALE"**.

The blank space shall be filled with the name of the concerned State Procurement Agency, namely PUNGRAIN, PSWC, PUNSUP and MARKFED, as applicable to the Contract/Supply Order against which the material is being supplied.

## 12. PRE-DISPATCH INSPECTION, TESTING AND QUALITY ASSURANCE

i. The Contractor shall ensure that all supplies of Aluminium Phosphide 56% Tablets strictly conform to BIS Specification No. IS: 6438:1980 (as amended from time to time), the Insecticides Act, 1968, the Insecticides Rules, 1971, applicable safety and transportation requirements, and all provisions of the GeM Contract and these Additional Terms and Conditions. The Contractor shall, throughout the currency of the Contract, maintain valid and effective Manufacturing Licence, Registration Certificate issued by the Central Insecticides Board & Registration Committee (CIB&RC), BIS Licence and Sale Permission issued by the competent authority of the Department of Agriculture & Farmers Welfare, Punjab, and shall remain solely responsible for the quality, quantity, packing, marking, shelf-life, safety and legal conformity of the material supplied.

ii. No batch or consignment shall be dispatched unless it has been offered for pre-dispatch inspection to the concerned State Procurement Agency or to any officer, committee or inspection agency authorized by it. The Contractor shall give at least three (3) working days' prior written notice of readiness for inspection, together with batch-wise manufacturing details, expiry particulars, packing details and manufacturer's test certificates.

iii. The concerned State Procurement Agency may conduct pre-dispatch inspection at the manufacturing premises, warehouse or any other approved location preferably in the State of Punjab. Such inspection may include verification of the Manufacturing Licence, CIB&RC Registration Certificate, BIS Licence, batch records, manufacturer's test certificates, packing, marking, shelf-life, quantity and any other records or documents considered necessary. The Contractor shall provide all facilities, records, manpower and assistance required for inspection and sampling at its own cost.

iv. **Sampling and Testing Procedure:** The sampling of Aluminium Phosphide 56% Tablets shall be carried out lot-wise/batch-wise by the concerned State Procurement Agency or its authorized representative in accordance with the sampling procedure prescribed under IS 6438:1980 (as amended from time to time) for the Purchaser.

For the purpose of sampling, all sealed containers supplied under the same Batch Number, Manufacturing Date and same consignment shall constitute one lot and in case of different batches, each batch shall be treated as a separate lot and sampled/tested separately. The sealed containers shall be selected at random from each lot without opening the containers as per the following sampling plan:

(i) 101 to 500 containers – 9 sealed containers;
(ii) 501 to 1,000 containers – 12 sealed containers;
(iii) 1,001 to 3,000 containers – 15 sealed containers;
(iv) 3,001 to 10,000 containers – 21 sealed containers; and
(v) above 10,000 containers – 30 sealed containers.

The containers selected for sampling shall be chosen at random from the lot. Where containers are packed in wooden cases, 10% of such cases subject to a minimum of two cases shall be opened, and containers shall be selected randomly therefrom as per the above sampling plan.

Out of the selected sealed containers, three sealed containers shall be selected separately at random and marked as (A) Test Sample, (B) Contractor's Sample (C) Referee Sample, without opening or disturbing the original packing. The Test Sample container shall be forwarded by the concerned State Procurement Agency in original sealed condition to a Government Laboratory, BIS-recognized Laboratory, NABL-accredited Laboratory or any other laboratory approved by the State Procurement Agency for testing as per the specifications prescribed under IS 6438:1980 and tender specifications, including Aluminium Phosphide content, phosphine gas evolution and other applicable parameters. The Referee Sample container shall be kept in safe custody by the concerned State Procurement Agency for future reference or testing in case of any dispute. All sample containers shall be properly identified, labelled and sealed with details of product name, batch number, manufacturing date, lot size, date of sampling and signatures of representatives of the concerned State Procurement Agency and Contractor, wherever available.

The Contractor or its authorized representative may remain present during sampling; however, absence of the Contractor's representative despite due notice shall not prevent the SPA from drawing samples and proceeding with testing. The test report issued by the approved laboratory shall be final and binding for acceptance or rejection of the lot, and in case of failure to conform to the prescribed specifications, the entire lot shall be liable for rejection and further action shall be taken as per the terms and conditions of the Contract.

v. Pre-dispatch inspection, approval for dispatch or release of any consignment shall not constitute final acceptance of the material and shall not prejudice the right of the concerned State Procurement Agency to conduct post-receipt inspection or testing, reject non-conforming stores, require replacement, recover damages or exercise any other contractual or statutory remedy. Final acceptance shall be subject to satisfactory inspection, testing and verification at the destination.

vi. The expenditure incurred on testing of samples shall be borne by the Contractor. Such testing charges and cost of samples may be deducted from any amount payable to the Contractor or recovered from the Security Deposit or Bank Guarantee.

vii. Pending receipt of the successful test report or completion of inspection, the concerned State Procurement Agency may withhold dispatch approval, acceptance, utilization, payment or clearance of the consignment or any part thereof.

viii. If the sample conforms to the prescribed specifications and contractual requirements, the concerned batch or consignment may be released for dispatch and/or accepted for utilization, as the case may be, subject to the other provisions of the Contract.

ix. If any sample fails to conform to the prescribed specifications, statutory requirements or contractual conditions, or if any material non-conformity is detected during inspection or testing, the concerned batch or consignment shall be liable to rejection. The Contractor may, within seven (7) days of receipt of the rejection/intimation of failure, submit a written request for re-testing, wherever permitted by the concerned State Procurement Agency. The re-testing shall be carried out at the sole cost and expense of the Contractor. The result of such re-test shall be final and binding upon the Contractor.

x. In the event of rejection of any batch or consignment, the Contractor shall, at its own risk and cost, remove the rejected stores from the premises of the concerned State Procurement Agency within seven (7) days from the date of receipt of the rejection notice and shall replace the rejected quantity with fresh material conforming to the prescribed specifications within fifteen (15) days thereafter, without any financial liability on the part of the concerned State Procurement Agency.

xi. If the Contractor fails to remove or replace the rejected stores within the stipulated period, the concerned State Procurement Agency shall be entitled to procure equivalent material from alternative sources at the risk and cost of the Contractor and recover from the Contractor all additional expenditure, losses, damages, storage, handling, testing, transportation, disposal and consequential expenses incurred on account thereof, including by adjustment against payments due or the Security Deposit.

xii. Any rejected stores remaining unremoved after the prescribed period may be disposed of by the concerned State Procurement Agency at the sole risk and cost of the

Contractor. The Contractor shall be liable for all handling, storage, transportation and disposal charges incurred in connection therewith.

xiii. If, at any time during the currency of the Contract, the Manufacturing Licence, CIB&RC Registration Certificate, BIS Licence or any other statutory approval required for manufacture, storage, transportation, sale or supply of Aluminium Phosphide ceases to remain valid, is suspended, cancelled or otherwise rendered ineffective, the concerned State Procurement Agency shall be entitled to suspend deliveries, withhold payments, reject the affected consignments and/or terminate the Contract, without prejudice to any other rights and remedies available under the Contract or applicable law.

xiv. The Contractor shall not be entitled to raise any claim on the ground that it was unaware of the applicable specifications, standards, inspection procedures, testing requirements or statutory obligations. Submission of the Tender shall constitute an acknowledgment that the Contractor has fully acquainted itself with all such requirements.

## 13. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT:

The Contractor shall, at its own cost and expense, bear all charges relating to handling, packing, stamping, printing, painting, marking, labeling, transportation, protection and preservation of patent rights, and any other measures necessary for ensuring that the stores conform to the specifications and requirements of the Contract and are delivered in accordance with the terms and conditions thereof, notwithstanding that no specific provision in respect of such charges or measures may have been made elsewhere in the Contract.

## 14. DELIVERY

i. The Aluminium Phosphide 56% Tablets shall be supplied on FOR destination basis to the storage points/godowns of the concerned State Procurement Agency, located within the State of Punjab, as specified in the respective Supply Order(s)/Dispatch Instructions. The Contractor shall bear all costs and expenses up to the point of delivery, including packing, loading, transportation, transit insurance, unloading and all other incidental charges, and shall be responsible for safe delivery of the material at the designated destination.

ii. **DELIVERY SCHEDULE -** The Aluminium Phosphide 56% Tablets supplied under the Contract shall not be more than two (2) months old from the date of manufacture at the time of delivery to the designated consignee. The Contractor shall manufacture, keep ready and offer the quantity specified in the respective Supply Order(s) issued by the concerned State Procurement Agency for pre-dispatch inspection in accordance with Clause 12 of these ATC within the period specified in the Supply Order(s), which shall in no case exceed fifteen (15) days from the date of issuance thereof. Dispatch of the material shall be effected only after successful completion of pre-dispatch inspection and issuance of dispatch clearance/dispatch instructions by the concerned State Procurement Agency or its authorized representative. The Contractor shall thereafter deliver the inspected and approved material to the designated depot(s)/godown(s) of the concerned State Procurement Agency within the period specified in such dispatch clearance/ dispatch instructions, which shall in no case exceed ten (10) days from the date of issuance thereof. Acceptance or rejection of the stores shall remain subject to the inspection, testing, quality assurance and other provisions contained in these ATC. Provided further that the period consumed by the designated inspection agency and/or testing laboratory in carrying out pre-dispatch inspection, drawing and testing of samples, communication of test results and issuance of inspection clearance shall be excluded while computing the delivery period and any delay attributable solely to the inspection agency, testing laboratory or the concerned State Procurement Agency shall not constitute a default on the part of the Contractor, provided that the Contractor had offered the stores for inspection within the stipulated period and fulfilled all requirements necessary for inspection and testing.

iii. **LIQUIDATED DAMAGES (LD):** Time shall be the essence of the Contract. In the event of failure of the Contractor to offer the stores for pre-dispatch inspection within the period stipulated in Clause (ii) above or within the period specified in the relevant Supply Order, or failure to deliver the inspected and approved stores within the period stipulated in the dispatch clearance/dispatch instructions issued by the concerned State Procurement Agency, Liquidated Damages (LD) shall be levied at the rate of one percent (1%) of the value of the delayed quantity of stores for each period of five (5) days or part thereof of delay, subject to a maximum of two percent (2%) of the value of such delayed quantity and a maximum delay period of ten (10) days. The Liquidated Damages shall be recoverable from any amount due or becoming due to the Contractor under the Contract, including adjustment from the Security Deposit/Performance Security or Bank Guarantee furnished by the Contractor with MARKFED, without prejudice to any other rights and remedies available to the concerned State Procurement Agency under the Contract or applicable law.

iv. In case the Contractor fails to supply the stores even after expiry of the maximum Liquidated Damages (LD) period of ten (10) days as specified in Clause (iii) above, the concerned State Procurement Agency shall be entitled to procure the undelivered quantity from alternative sources at the risk and cost of the Contractor. Before initiating such risk purchase, the concerned State Procurement Agency shall issue a written notice to the Contractor specifying the undelivered/lapsed quantity and providing reasonable opportunity to the Contractor to comply with the supply obligation or submit its explanation.

In the event of procurement of the undelivered quantity from alternative sources, the excess cost, if any, incurred by the concerned State Procurement Agency over and above the Contract rate shall be recoverable from the Contractor. Such recovery shall first be made from any amount payable or becoming payable to the Contractor under the Contract by the concerned State Procurement Agency.

In case the amount recoverable is not fully realized, the concerned State Procurement Agency may request MARKFED in writing for adjustment/invocation of the Security Deposit/Bank Guarantee furnished by the Contractor, specifying the amount recoverable. Upon receipt of such request, MARKFED shall adjust/invoke the Security Deposit/Bank Guarantee only to the extent of the amount available with MARKFED and in accordance with the provisions relating to invocation/ adjustment of Security Deposit/Bank Guarantee under these ATC.
The Contractor shall remain liable for payment of any balance amount outstanding after such recovery, without prejudice to any other rights and remedies available to the concerned State Procurement Agency under the Contract or applicable law.

v. The contractor shall comply with the instructions that the concerned State Procurement Agencies, may give from time to time regarding the safe transit of the stores.

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

vii. Failure to deliver within the stipulated period, repudiation of the Contract or breach of delivery obligations shall be dealt with under the clauses on Liquidated Damages, risk purchase and Termination for Default.

viii. **Notification of delivery**: The Contractor shall intimate the dispatch and delivery particulars of each consignment to the concerned State Procurement Agency, immediately upon dispatch of the stores. The Contractor shall furnish all relevant documents, including invoice, batch-wise details, packing list, transport documents, e-way bill and any other documents required under the Contract, to enable verification and receipt of the stores at the designated destination. All packages, containers, bundles and other units forming part of the consignment shall be properly marked and identified, and complete particulars of the contents and quantities shall be provided to facilitate verification by the consignee upon receipt. Any demurrage, detention, storage or other charges arising on account of delay, omission or default on the part of the Contractor in dispatching the stores or furnishing the requisite documents shall be borne and reimbursed by the Contractor.

## 15. SPECIAL CONDITIONS OF SALE

i. **WARRANTY AND GUARANTEE:** The Contractor expressly warrants, represents and guarantees that the Aluminium Phosphide 56% Tablets supplied under the Contract shall (i) be new, genuine, merchantable and fit for the intended purpose; (ii) strictly conform to BIS Specification No. IS: 6438:1980, the

Insecticides Act, 1968 and Rules framed thereunder, applicable CIB/BIS approvals, the GeM Contract, these ATC and the respective Purchase Order(s)/Supply Order(s); (iii) be free from defects in manufacture, composition, packing, marking, leakage, deterioration, contamination, adulteration, short quantity and legal encumbrance; (iv) have the stipulated shelf-life and not be more than two (2) months old from the date of manufacture at delivery; and (v) comply with all applicable statutory, safety, labelling, transport and hazardous-material requirements. These warranties shall survive inspection, delivery, acceptance, payment and use of the stores.

ii. The warranty/guarantee period shall be twelve (12) calendar months from the date of delivery and acceptance of the stores at the designated consignee location. However, where any longer warranty/guarantee period is specifically prescribed under applicable law, BIS/CIB&RC approval conditions, statutory requirements, manufacturer's warranty or GeM conditions, such longer period shall prevail. During the warranty/guarantee period, if any complaint, defect, deterioration, leakage, deficiency in quality, short quantity, non-conformity with the prescribed specifications, safety issue or unsuitability for the intended use is noticed, the Contractor shall, upon written intimation by the concerned State Procurement Agency, replace the affected stores with fresh conforming stores within fifteen (15) days from the date of such intimation, at its own risk and cost and without any financial liability to the concerned State Procurement Agency. The written intimation may be communicated through letter, registered post, speed post, courier, e-mail or any other written/electronic mode capable of being recorded by the concerned State Procurement Agency.

iii. If the Contractor fails to replace the complained/defective/non-conforming stock within fifteen (15) days, the concerned State Procurement Agency, without prejudice to other remedies, reject the stock, procure equivalent material from alternative sources at the risk and cost of the Contractor, recover all losses, damages, costs, testing charges, handling/storage/disposal charges and consequential expenses, withhold payments, invoke/appropriate the Security Deposit/Bank Guarantee, and initiate termination for default, debarment/blacklisting or other proceedings in accordance with the Contract and applicable law. Replacement stock shall carry the same warranty and guarantee obligations as the original supply, commencing from the date of acceptance of the replacement stock.

## 16. PAYMENT TERMS

(1) Eighty percent (80%) of the value of the stores shall be payable by the concerned State Procurement Agency upon actual receipt of the material at the designated delivery location/consignee address, in good condition, verification of quantity and specifications, satisfactory completion of the relevant Supply Order, and receipt of satisfactory test report from the designated testing laboratory. The payment shall be released directly to the Contractor through RTGS/NEFT within fifteen (15) working

days from the date of submission of complete and correct bills/documents, including valid tax invoice raised in accordance with the Contract.

(2) The balance twenty percent (20%) of the value of the stores shall be released by the concerned State Procurement Agency after expiry of ninety (90) days from the date of receipt and acceptance of the stores, subject to satisfactory performance of the material and confirmation that the stores conform to the prescribed specifications and quality requirements based on actual use, inspection and verification by the Technical Officer/Field Staff of the concerned State Procurement Agency.

In the event any defect, deterioration, quality deficiency or non-conformity with the prescribed specifications is detected during the aforesaid period, the concerned State Procurement Agency shall notify the Contractor in writing and shall be entitled to withhold, adjust or recover the said amount, wholly or partly, towards losses, damages, replacement cost or any other liabilities arising therefrom, without prejudice to any other rights and remedies available under the Contract or applicable law.

(3) The Contractor shall raise invoices on **Bill-to-Ship-to basis**, wherein the concerned State Procurement Agency issuing the Purchase Order/Supply Order shall be the **Bill-to Party** and the designated delivery location/consignee shall be the **Ship-to Party**, as specified in the respective Purchase Order/Supply Order.

(4) The Contractor shall ensure that all invoices raised under the Contract are in strict compliance with the provisions of the Central Goods and Services Tax Act, 2017, Integrated Goods and Services Tax Act, 2017, Punjab Goods and Services Tax Act, 2017 and rules made thereunder, and contain all particulars necessary for enabling the concerned State Procurement Agency to avail Input Tax Credit (ITC), wherever admissible.

(5) The Contractor shall ensure timely reporting of all invoices raised under the Contract in the relevant GST returns for the respective tax period and shall duly comply with all statutory requirements under the applicable GST laws. The concerned State Procurement Agency shall have the right to release the GST component of payment only upon successful reflection/matching of the relevant invoice details in the GST portal and availability of eligible Input Tax Credit (ITC), to the extent permissible under applicable laws.

(6) Tax Deducted at Source (TDS) and any other statutory deductions, as applicable from time to time under the Income Tax Act, 1961, GST laws or any other applicable law, shall be deducted by the concerned State Procurement Agency from the payments due to the Contractor.

(7) Notwithstanding acceptance of stores or release of any payment, the Contractor shall remain responsible for the quality, conformity and performance of the stores supplied and shall be liable for replacement, recovery or any other action in

accordance with the terms and conditions of the Contract in case of any subsequent defect, non-conformity or breach.

## 17. RECOVERY OF SUMS DUE

Whenever any sum becomes recoverable from the Contractor under or in connection with the Contract, including but not limited to Liquidated Damages, risk purchase cost, testing charges, storage charges, penalties, losses, damages, recoveries arising from rejection of stores, or any other contractual liability, the concerned State Procurement Agency shall, before initiating any recovery action, issue a written notice to the Contractor specifying the basis, nature and quantum of the proposed recovery and providing a reasonable opportunity to submit its explanation/representation.

After considering the explanation, if any, submitted by the Contractor, the concerned State Procurement Agency shall be entitled to recover such amount by adjustment/set-off against any amount payable or becoming payable to the Contractor under the Contract, Supply Order(s), Dispatch Instructions or any other transaction arising out of this Tender, in accordance with the provisions of the Contract.

In case the amount recoverable is required to be adjusted/recovered from the Security Deposit/Bank Guarantee furnished by the Contractor and lying with MARKFED, the concerned State Procurement Agency shall request MARKFED in writing specifying the amount to be recovered. Upon receipt of such request, MARKFED shall adjust/invoke the Security Deposit/Bank Guarantee only to the extent of the amount available with MARKFED and in accordance with the provisions relating to Security Deposit/Bank Guarantee under these ATC.

The Contractor, by participating in the Tender, irrevocably authorizes the concerned State Procurement Agency to make such adjustment or set-off of recoverable dues in accordance with the Contract.

In the event the amount recoverable exceeds the amount realized through adjustment/set-off and the Security Deposit/Bank Guarantee, the balance amount shall be recovered by the concerned State Procurement Agency directly from the Contractor in accordance with the provisions of the Contract and applicable law, without prejudice to any other rights and remedies available under the Contract.

In the case of a partnership firm, the liability of the firm and its partners shall be joint and several to the extent permissible under law. In the case of a sole proprietorship concern, recovery may be effected from the proprietor. In the case of a company, limited liability partnership (LLP), cooperative society, society or any other legal entity, recovery shall be effected from the Contractor entity and its assets in accordance with applicable law, without prejudice to any rights available against any person who has furnished any guarantee, indemnity or other security in favour of MARKFED or the concerned State Procurement Agency.

## 18. 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:

i. **Risk in the Stores**: The stores and every constituent part thereof, whether in the possession or control of the Contractor, its employees, agents or carrier, shall remain entirely at the risk of the Contractor until actual delivery and acceptance of the stores by the designated consignee of the concerned State Procurement Agency, at the destination specified in the respective Supply Order(s)/Dispatch Instructions. The Contractor shall be responsible for any loss, shortage, destruction, damage or deterioration of the stores from any cause whatsoever during packing, handling, storage, transportation and delivery. The Contractor shall be solely entitled and responsible to lodge and pursue claims against the transporter, railway administration, insurer or any other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the stores entrusted for transportation.

ii. **Consignee's right of rejection** : Notwithstanding receipt of the stores by the consignee or any payment made in respect thereof, the concerned State Procurement Agency shall have the right to reject the stores or any part thereof within ninety (90) days from the date of delivery and acceptance of the stores, if the same are found to be defective, deteriorated, damaged, short in quantity or not in conformity with the prescribed specifications, quality requirements or any other terms and conditions of the Contract. In case of latent defects, hidden deficiencies or defects which are not reasonably discoverable at the time of delivery and inspection, the concerned State Procurement Agency shall have the right to reject such stores during the warranty/ guarantee period. In such event, the provisions relating to rejection, replacement, lifting and removal of rejected stores contained elsewhere in these Terms and Conditions shall apply to such rejected stores in the same manner as if they had originally been rejected under those provisions.

iii. **Subletting and Assignment**: The Contractor shall not sublet, transfer, assign or otherwise part with the Contract or any part thereof, directly or indirectly, without the prior written consent State Procurement Agency. Any such subletting, transfer or assignment without such consent shall be deemed to be a material breach of the Contract.

iv. **Assistance to the Contractor**: The Contractor shall be solely responsible for procuring all raw materials, packing materials, labour, transportation, licences, permits and any other resources required for the due and proper performance of the Contract. No assistance, financial or otherwise, shall be provided by the State Procurement Agency in this regard.

## 19. DISQUALIFICATIONS

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

(I) Tenderers who have been blacklisted, debarred, banned or suspended by the Food Corporation of India (FCI), Department of Food and Public Distribution under the Ministry of Consumer Affairs, Food & Public Distribution, Department of Expenditure under the Ministry of Finance, any Central or State Government Department, Ministry, Public Sector Undertaking (PSU), State Procurement Agency, State Warehousing Corporation, Central Warehousing Corporation (CWC), or any other Government-owned or Government-controlled procurement, warehousing or storage organization shall be ineligible to participate in the Tender during the period of such blacklisting, debarment, banning or suspension or for a period of **two (2) years** from the date of such order, whichever is earlier.

(II) Any Tenderer whose contract has been terminated before expiry of the contract period by the Food Corporation of India (FCI), Department of Food and Public Distribution under the Ministry of Consumer Affairs, Food & Public Distribution, Department of Expenditure under the Ministry of Finance, any Central or State Government Department, Ministry, Public Sector Undertaking (PSU), State Procurement Agency, State Warehousing Corporation, Central Warehousing Corporation (CWC), or any other Government-owned or Government-controlled procurement, warehousing or storage organization, on account of default, breach of contractual obligations or unsatisfactory performance, at any time during the preceding **two (2) years**, shall be ineligible to participate in the Tender.

(III) Any Tenderer whose Earnest Money Deposit (EMD) and/or Security Deposit (SD)/ Performance Security has been forfeited by the Food Corporation of India (FCI), Department of Food and Public Distribution under the Ministry of Consumer Affairs, Food & Public Distribution, Department of Expenditure under the Ministry of Finance, any Central or State Government Department, Ministry, Public Sector Undertaking (PSU), State Procurement Agency, State Warehousing Corporation, Central Warehousing Corporation (CWC), or any other Government-owned or Government-controlled procurement, warehousing or storage organization on account of default, breach of contractual obligations or unsatisfactory performance during the preceding **two (2) years** shall be ineligible to participate in the Tender.

(IV) Tenderer who is blacklisted by the GST authorities.

(V) 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 for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

(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.

Provided that the Tenderer shall be afforded an opportunity to explain the circumstances wherever such termination, forfeiture or blacklisting order is under challenge or has been stayed by a competent authority

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/BG as the case may be in such case is liable to be forfeited.

In case of any clear indication of cartelization at any stage, MARKFED reserves the right to reject the Tenders or terminate the Contract as the case may be, forfeit the EMD and/or Security Deposit/BG as the case may be and also recommend the case to the 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. MARKFED at its discretion also reserves the right to blacklist such Tenderer.

## 20. CONFIDENTIALITY

(i) For the purposes of this Contract, "Confidential Information" shall mean any technical, commercial, financial, operational, contractual, scientific or other information, data, document, record, specification, drawing, report, correspondence or material, whether in written, electronic, digital, oral or any other form, disclosed by one Party to the other in connection with the Tender, GeM Contract, Purchase Order/Contract, Supply Order(s) or performance thereof, and which is designated as confidential or which by its nature ought reasonably to be treated as confidential.

(ii) The Contractor shall keep strictly confidential and shall not, without the prior written consent of the concerned State Procurement Agency, disclose, publish, communicate, reproduce, distribute or use any Confidential Information for any purpose other than the due performance of the Contract.

(iii) The Contractor shall ensure that access to Confidential Information is restricted only to its employees, officers, representatives, agents, consultants or subcontractors who have a legitimate need to know such information for the purpose of performance of the Contract and who are bound by confidentiality obligations no less stringent than those contained herein.

(iv) The Contractor shall be responsible for any unauthorized disclosure, misuse or breach of confidentiality by its employees, representatives, agents, consultants or subcontractors and shall remain liable for all consequences arising therefrom.

(v) The obligations of confidentiality under this Clause shall not apply to information which:

a. is or becomes publicly available otherwise than through a breach of this Contract;
b. was lawfully in the possession of the receiving Party prior to disclosure;
c. is lawfully received from a third party without restriction on disclosure;

d. is independently developed without reference to the Confidential Information; or
e. is required to be disclosed pursuant to any law, statutory requirement, court order, arbitral proceeding, audit, vigilance inquiry, investigation or direction of any competent authority.

(vi) Nothing contained in this Clause shall restrict the State Procurement Agency from disclosing information relating to the Tender or Contract to Government Departments, statutory authorities, auditors, vigilance agencies, investigating agencies, courts, tribunals, arbitrators, regulatory authorities or any other authority having lawful jurisdiction, or from making disclosures required under applicable law.

(vii) Upon completion, expiry or termination of the Contract, the Contractor shall, upon written request of the concerned State Procurement Agency, return or destroy such Confidential Information as may be directed, except to the extent retention is required under applicable law.

(viii) The obligations contained in this Clause shall survive expiry, completion or termination of the Contract for a period of five (5) years or for such longer period as may be required under applicable law.

(ix) In the event of any breach of confidentiality by the Contractor, the concerned State Procurement Agency shall be entitled, without prejudice to any other rights and remedies available under the Contract or law, to terminate the Contract, forfeit or invoke the Security Deposit or Bank Guarantee, recover losses and damages suffered by it, and initiate such legal proceedings as may be considered appropriate.

## 21. NO EMPLOYER–EMPLOYEE RELATIONSHIP

It is expressly agreed that the Contract for supply of Aluminium Phosphide 56% Tablets is purely on a principal-to-principal basis, and nothing contained in the Contract shall be construed to create any employer–employee, master–servant, agency or partnership relationship between the concerned State Procurement Agencies and the Contractor or its employees, agents, representatives or subcontractors.

The Contractor shall be solely responsible for all acts, omissions, obligations and liabilities of its employees, workers, agents and representatives engaged in the manufacture, handling, storage, transportation and delivery of the contracted stores, including compliance with all applicable labour laws, safety regulations, insurance requirements and statutory obligations. State Procurement Agency shall have no responsibility or liability whatsoever in this regard.

The Contractor shall be solely responsible for any accident, injury, death, loss or damage arising during the execution of the Contract, including during manufacturing, storage, transportation or delivery of the stores, and shall indemnify SPA against any claims, damages, proceedings or liabilities arising therefrom.

It is further clarified that no personnel, employee, agent or representative of the Contractor shall be entitled to claim any employment, absorption, regularisation or any other right of employment with the State Procurement Agencies at any stage during or after the term of the Contract.

Upon expiry or termination of the Contract, all obligations of State Procurement Agency towards the Contractor shall cease, except for payments lawfully due for supplies already accepted in accordance with the Contract.

## 22. CORRUPT PRACTICES

a) Any bribe, commission, gratification or other advantage offered, promised or given by or on behalf of the Tenderer to any officer, employee or representative of the State Procurement Agency shall, in addition to any criminal or other liability that may be incurred by the Tenderer, render the Tender liable to rejection and the Tenderer liable to disqualification. Any canvassing by or on behalf of the Tenderer in connection with the Tender shall also render the Tender liable to rejection.

b) The Tenderers shall not indulge in any anti-competitive practice, cartelization, bid-rigging, collusive bidding or any agreement, arrangement or understanding, whether express or implied, which has the effect of restricting or distorting fair competition in the Tender process.

c) In the event of any indication or evidence of cartelization, bid-rigging or any express or implied anti-competitive arrangement among the Tenderers, whether detected during the Tender process or at any time before or after award of the Contract, MARKFED or the concerned State Procurement Agency shall be entitled to reject the concerned Tender(s), forfeit the EMD, Security Deposit/Bank Guarantee, recover any loss or damage suffered by MARKFED or the concerned State Procurement Agency on account thereof and refer the matter to the Competition Commission of India, Registrar of Companies, NSIC or any other competent authority for appropriate action. MARKFED or the concerned State Procurement Agency further reserves the right to initiate such legal, contractual or other proceedings as may be considered necessary, notwithstanding completion or expiry of the Contract.

d) If any information, declaration, certificate or document furnished by the Tenderer is found to be false, misleading, incorrect or fabricated at any stage, the State Procurement Agency shall be entitled to reject the Tender, terminate the Contract forthwith and/or forfeit Security Deposit/Bank Guarantee, without prejudice to any other rights and remedies available under the Contract or law.

e) In the event of breach of any provision of the Tender Documents or the Contract by the Tenderer/Contractor, the State Procurement Agency shall be entitled to terminate the Contract and/or forfeit the Security Deposit/Bank Guarantee, without prejudice to any other rights and remedies available to the State Procurement Agency under the Contract or law.

f) The Supplier/Contractor shall not offer, give or agree to give any gift, gratification, commission, consideration or benefit of any kind to any officer, employee or representative of the State Procurement Agency as an inducement or reward for doing or refraining from doing any act in relation to the Tender or the Contract, or for showing favour or disfavour to any person in connection therewith. Any breach of this condition by the Supplier/Contractor or by any person acting on its behalf, whether with or without its knowledge, shall entitle the State Procurement Agency to terminate the Contract forthwith and recover from the Supplier/Contractor all losses, damages, costs and expenses arising therefrom, without prejudice to any other rights and remedies available under the Contract or law.

## 23. AUTHORITY OF THE MANAGING DIRECTOR OR AN OFFICER ACTING ON HIS BEHALF

For all purposes of the Contract, the Managing Director of the State Procurement Agency, or any officer of State Procurement Agency duly authorized by him in this behalf, shall be entitled to exercise and perform, on behalf of the State Procurement Agency, all rights, powers, authorities and functions vested in the Purchaser under the Contract.

## 24. OTHER INSTRUCTIONS TO TENDERERS

a. After placement of Supply Order(s), failure to supply within the stipulated delivery period or any other default shall be governed by the clauses on Liquidated Damages, risk purchase and Termination for Default.

b. The acceptance of the Tender by MARKFED shall result in finalization of the common tender/rate on behalf of the concerned State Procurement Agencies and issuance of Letter of Acceptance (LoA) to the successful Tenderer(s). Thereafter, the concerned State Procurement Agencies, namely MARKFED, PUNGRAIN, PSWC and PUNSUP, shall issue Purchase Order(s) to the successful Tenderer against the quantity allocated to them. The Purchase Order(s) so issued by the concerned State Procurement Agency, incorporating the finalized L-1 rates, terms and conditions of these Additional Terms and Conditions (ATC), Corrigenda/Addenda, if any, and other applicable provisions of the Tender, shall constitute a valid and binding Contract between the concerned State Procurement Agency and the Contractor for the quantity specified therein. No separate agreement or contract deed shall be required to be executed between the concerned State Procurement Agency and the Contractor unless specifically required by the concerned State Procurement Agency or under applicable law. The Contractor shall be bound to supply the stores against such Purchase Order(s)/Contract(s) and subsequent Supply Orders/Dispatch Instructions issued by the concerned State Procurement Agency at the finalized L-1 rates and in accordance with the terms and conditions of these ATC and applicable law.

c. Notwithstanding acceptance of the stores or release of any payment, the concerned State Procurement Agency shall have the right to forfeit the Security Deposit/Bank Guarantee lying with MARKFED, recover damages and take such other action as may be permissible under the Contract or law if the Contractor fails to comply with any of the terms and conditions of the Tender, Contract or Supply Order(s).

d. Stores damaged in transit or found non-conforming shall be dealt with under the inspection, rejection, warranty and replacement clauses. The Contractor shall bear all costs and risks of lifting, replacement, testing, transportation, handling and disposal.

e. MARKFED and/or the concerned State Procurement Agency shall have the right, at any time during the currency of the Contract, to inspect or cause to be inspected the manufacturing unit, factory premises, production facilities, quality control systems, testing facilities, records and other related infrastructure of the Contractor for the purpose of verifying its manufacturing capability, quality assurance measures and compliance with the terms of the Contract.

f. Replacement obligations shall be governed by the inspection and warranty/guarantee clauses, including replacement of complained/non-conforming stock within fifteen (15) days of intimation by the concerned SPA.

g. Tax Deducted at Source (TDS) and any other statutory deductions shall be made by the concerned State Procurement Agency from the payments due to the Contractor in accordance with the applicable laws and regulations.

h. The Contractor shall not be absolved from its obligation to supply the stores within the stipulated delivery period or from liability for Liquidated Damages, risk purchase or any other contractual consequences on account of purely commercial, financial or operational reasons, including but not limited to non-availability of raw materials, increase in the cost of raw materials or other inputs, changes in taxes, duties or regulatory requirements, fluctuations in exchange rates, increase in transportation or logistics costs, labour disputes within the Contractor's organization, operational disruptions attributable to the Contractor, or any other circumstance within the reasonable control of the Contractor.

## 25. INDEMNITY

The Contractor shall, at all times during the currency of the Contract and thereafter, defend, indemnify and keep indemnified the State Procurement Agency, their officers, employees and representatives, against any and all losses, damages, liabilities, claims, demands, actions, proceedings, penalties, fines, costs and expenses (including legal expenses) of whatsoever nature arising out of or in connection with any act, omission, negligence, misconduct, breach of the Contract, violation of any applicable law, rule, regulation or statutory requirement by the Contractor, its employees, agents, representatives or subcontractors, or failure of the Contractor to perform any of its obligations under the Contract or under any applicable law.

The State Procurement Agency shall be entitled to recover from the Contractor any amount towards tax, interest, penalty, fine, demand, loss, damage, litigation expenses or any other liability incurred or suffered on account of any error, omission, misstatement, non-compliance or default on the part of the Contractor in relation to GST reporting, invoicing, return filing, payment of taxes, availment of Input Tax Credit (ITC) or compliance with any other statutory requirement. Such amounts may be recovered from any payment due or becoming due to the Contractor, the Security Deposit/Bank Guarantee, or through any other legal remedy available under the Contract or law.

## 26. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with the Tender, Supply Order(s), inspection, rejection, replacement, risk purchase, recovery, default, termination or performance of any contractual obligation shall, in the first instance, be referred for resolution at the departmental level by the concerned State Procurement Agency and MARKFED, as applicable, through mutual consultation and administrative decision.

Where the dispute relates to a Supply Order/Dispatch Instruction issued by a concerned State Procurement Agency or any default in performance pertaining to such State Procurement Agency, the concerned State Procurement Agency shall be entitled to initiate, conduct and pursue the dispute resolution process and recovery proceedings in its own name.

In the event the dispute is not resolved through the aforesaid departmental mechanism, MARKFED and/or the concerned State Procurement Agency, as the case may be, shall be entitled to seek appropriate legal remedy before the competent court/forum having jurisdiction. The courts at Chandigarh shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the Tender, Contract or any matter incidental thereto.

## 27. TERMINATION OF CONTRACT FOR CONVENIENCE

The concerned State Procurement Agency may, at any time, terminate the Contract, wholly or partly, by giving not less than fifteen (15) days' written notice to the Contractor, where such termination is considered necessary in the public interest, due to reduction or cessation of requirement, change in Government policy, budgetary constraints, administrative reasons, force majeure, or any other reason beyond the reasonable control of the concerned State Procurement Agency.

Upon receipt of such notice, the Contractor shall immediately discontinue performance of the Contract to the extent specified in the notice and shall take all reasonable steps to mitigate costs and liabilities arising from such termination.

In the event of termination under this Clause, the concerned State Procurement Agency shall be liable only for payment of the supplies duly delivered, accepted and found in accordance with the Contract up to the effective date of termination. No compensation, damages, loss of profit, loss of business opportunity, overhead charges, anticipated profits or any other consequential or indirect losses shall be payable to the Contractor on account of such termination.

The rights and remedies of the concerned State Procurement Agency under this Clause shall be without prejudice to any other rights available under the Contract or applicable law.

## 28. INSOLVENCY, LICENCE FAILURE AND OTHER MATERIAL DEFAULTS

Insolvency, liquidation, dissolution, suspension of business, appointment of receiver/ liquidator, assignment for creditors, loss/suspension/cancellation of statutory licence or approval, or any other material incapacity affecting the Contractor's ability or legal authority to perform the Contract shall constitute an event of default and shall be dealt with under the Termination for Default clause, without prejudice to recoveries, risk purchase, forfeiture/invocation of security and other remedies available to the concerned State Procurement Agency.

## 29. PROCEDURE FOR FORCE MAJEURE

**Force Majeure:** No Party shall be considered to be in breach of its obligations under the Contract, nor shall it incur any liability for delay, loss or damage to the other Party, to the extent that and for so long as such failure or delay in performance is directly attributable to an event or circumstance beyond the reasonable control of the affected Party, which could not have been reasonably foreseen at the time of entering into the Contract or avoided or mitigated, and which prevents or materially impedes performance of its obligations under the Contract. Such events shall include acts of God and other events commonly recognized as Force Majeure events.

**Notice of Force Majeure:** If any Party claims Force Majeure, it shall, as soon as reasonably practicable and in any case within seven (7) days of becoming aware of such event, notify the other Party in writing, giving full particulars of the Force Majeure event, its date of commencement, expected duration, and the likely impact on performance of its obligations under the Contract. Upon cessation of the Force Majeure event, the affected Party shall notify the other Party within seven (7) days, and the Parties shall resume performance of their respective obligations as soon as reasonably practicable thereafter, without prejudice to the suspension of obligations during the Force Majeure period.

**Revised Timetable:** Where Force Majeure is duly established, any time period specified under the Contract, including delivery schedules under Supply Orders issued by the concerned State Procurement Agencies, shall stand extended for a period equal to the duration of the Force Majeure event, subject to assessment of its direct impact on performance obligations.

**Consultation and Duty to Mitigate:** The Party claiming Force Majeure shall take all reasonable steps, at its own cost, to mitigate the effects of such event and to resume performance of its obligations at the earliest possible time. The Parties shall consult with each other to determine appropriate measures to minimize losses and to ensure continuity of supplies to the extent practicable.

**Prolonged Force Majeure:** If the Force Majeure event continues uninterrupted for more than sixty (60) days, the Parties shall mutually review the situation and may decide either to continue the Contract on revised terms or to terminate the Contract in whole or in part, without any further liability except for obligations already accrued prior to the commencement of Force Majeure.

**Exceptions to Force Majeure:** The following events shall not constitute Force Majeure for the purposes of this Contract:

(i) delay or failure attributable to the Contractor, its employees, agents, subcontractors or suppliers;
(ii) breakdown, normal wear and tear, or failure of equipment, machinery or facilities used by the Contractor;
(iii) non-availability, delay in procurement, or increase in cost of raw materials, inputs, fuel, transport, labour or consumables;
(iv) changes in tax structure, duties, levies or statutory charges, or fluctuations in exchange rates;
(v) financial incapacity, insolvency or lack of funds of the Contractor;
(vi) industrial disputes, strikes, lockouts or labour unrest within the Contractor's organization;
(vii) negligence, wilful misconduct or breach of Contract by the Contractor;
(viii) any circumstance which a prudent and diligent contractor could reasonably have foreseen, avoided or overcome at the time of entering into the Contract.

The occurrence of any such excluded events shall not entitle the Contractor to claim suspension, extension of time, compensation, or any other relief under this Clause.

## 30. TERMINATION FOR DEFAULT

The concerned State Procurement Agency may, without prejudice to any other right or remedy under the Contract, GeM, GFR, Punjab public-procurement laws or applicable law, terminate the Contract or any Supply Order in whole or in part by giving not less than fifteen (15) days' written notice of default to the Contractor, unless immediate termination is warranted by safety, statutory, fraudulent, corrupt, hazardous-material or public-interest considerations.

1) Events of default shall include, without limitation: breach of any Tender/ Contract/Supply Order term; failure to furnish Security Deposit/Bank Guarantee; failure or delay in supply; failure in pre-dispatch or post-receipt inspection/testing; supply of defective, sub-standard, unsafe, non-conforming, short, expired or unauthorized material; failure to replace stock within fifteen (15) days of complaint/intimation; false declaration or forged/fabricated document; loss/suspension/cancellation of BIS, CIB, manufacturing or sale licence; blacklisting/debarment/suspension by competent authority; GST blacklisting/non-compliance affecting the Purchaser; insolvency, liquidation, dissolution or assignment for creditors; corrupt, fraudulent, collusive or coercive practice; cartelization; unauthorized subletting/assignment; repudiation of the Contract; or any act/omission prejudicial to public interest or safe storage/procurement operations.
2) The notice of default may require the Contractor to cure the default within fifteen (15) days or such shorter period as may be specified having regard to the nature of default, urgency, safety or public interest. Failure to cure within the specified period shall entitle the concerned State Procurement Agency to terminate without further notice. For defaults incapable of cure, involving fraud/corruption/collusion, statutory ineligibility, licence cancellation/suspension, hazardous safety risk or repeated default, termination may be effected immediately or on such notice as the competent authority considers appropriate.
3) Upon termination for default, the concerned State Procurement Agency may procure the balance/required quantity from alternative sources at the risk and cost of the Contractor and recover the differential cost, liquidated damages, losses, expenses, testing/handling/storage/disposal charges, administrative costs and all consequential damages from any amounts due, Security Deposit/Bank Guarantee or any other lawful mode. The Contractor shall not be entitled to any gain or claim arising from such procurement.
4) Termination for default shall be without prejudice to forfeiture/invocation of Security Deposit/Bank Guarantee, recovery proceedings, debarment/blacklisting, reporting to GeM/competent authorities, arbitration by the concerned State Procurement Agency, and any civil, criminal or statutory action available under law.
5) The Contractor shall continue to perform obligations not terminated, if any, and shall cooperate in transition, return/removal/replacement of stocks, documentation and settlement of accounts. Clauses relating to warranty/guarantee, replacement, indemnity, recovery, confidentiality, arbitration, governing law and accrued liabilities shall survive termination.

## 31. LIABILITY OF THE CONTRACTOR

The Contractor shall be solely responsible for all personnel, labour, employees, agents or representatives engaged by it in connection with the manufacture, packing, loading, transportation, unloading, delivery, replacement or any other activity relating to the performance of the Contract. In the event of the Contractor engaging any workmen, contract labour or other personnel for execution of the Contract, the Contractor shall ensure strict compliance with all applicable labour laws, social security laws and other statutory requirements in force from time to time, including but not limited to provisions relating to minimum wages, bonus, gratuity, provident fund, employee state insurance, working conditions, welfare measures, safety requirements and payment of all statutory dues and contributions. The Contractor shall maintain all records, registers and documents prescribed under the applicable laws and shall produce the same for inspection by the concerned State Procurement Agency, whenever required. The Contractor shall be solely liable for all claims, demands, proceedings, liabilities, penalties, damages, costs and expenses arising out of or in connection with the engagement of such personnel and shall indemnify and keep indemnified the State Procurement Agencies, their officers and employees, against any loss, liability, claim, penalty, levy, fee, demand or expense arising therefrom. In the event any amount becomes payable by the State Procurement Agency on account of any act, omission or default of the Contractor in complying with such obligations, the same shall be recoverable from the Contractor, including from any amount due to it or from the Security Deposit/Bank Guarantee, without prejudice to any other rights and remedies available under the Contract or law.

## 32. DISCLAIMER

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

MARKFED 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.

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

## 33. NO WAIVER OF RIGHTS

Neither any inspection, testing, acceptance of stores, certification, release of payment, taking possession of stores, nor any act, omission, delay or indulgence on the part of the concerned State Procurement Agency shall operate as a waiver of any provision of the Contract, or of any right, power, remedy or entitlement available under the Contract or law. No waiver of any breach of the Contract shall be deemed to be a waiver of any preceding, continuing or subsequent breach. Any waiver shall be valid only if made in writing by the competent authority.

## 34. LAWS GOVERNING THE CONTRACT & DISPUTE RESOLUTION

The Contract shall be governed by and construed in accordance with the laws of India for the time being in force.

Any dispute or difference arising out of or in connection with the Tender, GeM Contract, Purchase Order/Contract, Supply Order(s), inspection, rejection, replacement, recovery, default, termination or performance of any contractual obligation shall be dealt with and resolved in accordance with the dispute resolution mechanism prescribed under Clause 26 of these ATC.

Subject to the provisions of Clause 26, in the event any dispute remains unresolved or requires adjudication, the same shall be subject to the exclusive jurisdiction of the competent courts at Chandigarh, and the parties hereby submit to such jurisdiction.

**ANNEXURE – 'A'**

## DOCUMENTS TO BE UPLOADED

I. EMD Tendered in Indian Rupees as per Bid Document. (Scanned /Soft copy of acknowledgement)

II. Copy of valid MSME certificate/UDHYAM certificate alongwith Bid Security Declaration.

III. Copy of valid BIS Certificate conforming the product to be of BIS specifications No. IS-6438-1980 with up-to-date amendments.

IV. Copy of valid Central Insecticides Board's (CIB) Registration Certificate (as per Insecticides Act & Rules).

V. Copy of Valid Manufacturing License to manufacture the product offered as per BIS specifications No. IS-6438-1980 with up-to-date amendments

VI. Copy of Income Tax PAN No.

VII. Copy of GST Registration Certificate.

VIII. In case the Aluminium Phosphide Tablets manufactured by the Firm is a proprietary product, enclose copy of Patent Certificate.

IX. Undertaking as per Annexure-D of manufacturer

X. In Compliance with DPIIT Order dated 04.06.2020, Purchase Preference is given to MII on GeM. Supporting should be submitted by Manufacturer.

XI. Compliance undertaking confirming acceptance of GeM terms, GFR, Punjab Transparency in Public Procurement Act, 2019 and Punjab Transparency in Public Procurement Rules, 2022, as amended from time to time including amendments notified up to 2025.

**Note: -**

**If any of the above documents is not applicable in case of any bidder, then kindly upload a .pdf file in the space provided for the particular document mentioning "Not Applicable".**

**NOTE: - ALL DETAILS AS MENTIONED BELOW MUST BE COMPULSORILY FILLED**

**ANNEXURE 'B'**

**Particulars of Tenderer to be filled and uploaded in the below given format:**

| **Vendor details** | | |
|---|---|---|
| **S. no.** | **Particular** | **Details** |
| 1 | Name & Address 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 | Business Capacity: Manufacturer | |
| 4 | Details of Manufacturing Facilities including monthly production capacity in weight in MTs | |
| 5 | Latest Contact No. | |
| 6 | Latest E-mail ID (if any) | |
| 7 | Bank details (**Account no., IFSC Code, address etc.)** | |
| 8 | Name & Designation of the Authorized Signatory | |
| 9 | Names & Addresses of all the Directors (In case of Limited Company) | |
| 10 | Whether the Tenderer suffers from any disqualification under the Tender Conditions? **Please indicate YES/NO**. If yes, furnish complete details.<br>**a)** Whether the Tenderer has been blacklisted, debarred, banned or suspended by FCI, DFPD, any Government Department, PSU, State Procurement Agency, State Warehousing Corporation, CWC or any other statutory authority? If yes, specify the date and period thereof.<br>**b)** Whether any contract awarded to the Tenderer has been terminated or whether any EMD/SD/Performance Security has been forfeited by FCI, DFPD, any Government Department, PSU, State Procurement Agency, State Warehousing Corporation, CWC or any other statutory authority during the last two (2) years? If yes, furnish details.<br>**c)** Whether the Proprietor/Partner/Director of the Tenderer has been convicted by any Court of Law for any offence involving fraud, corruption, moral turpitude or any economic offence? If yes, furnish details. | |

**(Signature of the Bidder(s), with Official Seal)**

**ANNEXURE- 'C'**

**PROFORMA OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

In consideration of **The Punjab State Cooperative Supply and Marketing Federation Limited (MARKFED), Markfed House, Plot No. 4, Sector 35-B, Chandigarh – 160022** (hereinafter referred to as "MARKFED"), having agreed to accept a Security Deposit in the form of an irrevocable and unconditional Bank Guarantee under the terms and conditions of GeM Contract/Tender No. __________ dated __________ awarded to M/s __________________________ (hereinafter referred to as "the Contractor") for the supply of **Aluminium Phosphide 56% Tablets conforming to BIS Specification No. IS: 6438-1980 with up-to-date amendments**, we, ____________________________ (Name and Address of the Bank) (hereinafter referred to as "the Bank"), at the request of the Contractor, do hereby irrevocably and unconditionally undertake to pay to MARKFED, on first written demand and without demur, protest, contest or reference to the Contractor, any sum or sums not exceeding **Rs. ____________ (Rupees _________________________ only)**.

We, ____________________________ (Name of the Bank), hereby undertake to pay the amounts due and payable under this Guarantee merely upon receipt of a written demand from MARKFED stating that the Contractor has failed to perform or comply with any of the terms and conditions of the Contract. Any such demand made by MARKFED shall be conclusive and binding on the Bank as regards the amount due and payable under this Guarantee and the Bank shall make payment forthwith without requiring MARKFED to substantiate its demand or to proceed against the Contractor.

The liability of the Bank under this Guarantee shall, however, be restricted to a maximum amount of **Rs. ____________ (Rupees __________________________ only)** and the Bank hereby undertakes to pay the said amount or any part thereof demanded by MARKFED notwithstanding any dispute or disputes raised by the Contractor in any suit, arbitration or other proceedings pending before any Court, Tribunal or Authority. The payment so made by the Bank shall constitute a valid discharge of the Bank's liability under this Guarantee and the Contractor shall have no claim whatsoever against the Bank for such payment.

We further agree that this Guarantee shall remain in full force and effect for a period of **Twelve (12) months** from the date of its issuance and shall continue to be enforceable until all obligations of the Contractor under the Contract have been duly fulfilled and discharged to the satisfaction of MARKFED, or until MARKFED certifies that the Contractor has satisfactorily performed all its obligations under the Contract and this Guarantee stands discharged.

Unless a written demand or claim under this Guarantee is received by the Bank on or before ____________, all rights of MARKFED under this Guarantee shall cease and the Bank shall thereafter stand discharged from all liabilities hereunder.

We further agree that MARKFED shall have the fullest liberty, without affecting in any manner the liability of the Bank under this Guarantee and without requiring the consent of the Bank, to vary, modify, amend or alter any of the terms and conditions of the Contract, to extend the time for performance of the Contract, to postpone or forbear the exercise of any rights against the Contractor, or to grant any indulgence or concession to the Contractor. The Bank shall not be relieved of its liability under this Guarantee by reason of any such variation, amendment, extension, forbearance, indulgence or other act or omission on the part of MARKFED.

This Guarantee shall be irrevocable and shall not be revoked, cancelled or modified during its currency except with the prior written consent of MARKFED.

The Guarantee shall not be affected by any change in the constitution, status, management or ownership of the Contractor or the Bank.

The Bank hereby declares that it has the power and authority to issue this Guarantee and that the undersigned has been duly authorized to execute and deliver this Guarantee on behalf of the Bank.

A cover message in respect of this Bank Guarantee shall be transmitted through SFMS by the issuing Bank to the banker of MARKFED in the prescribed manner.

**Dated this ______ day of ______, 20.**

For and on behalf of

_____________________________

(Name of the Bank)

Authorized Signatory(ies)

Name: ______________________

Designation: _________________

Official Seal of the Bank

**ANNEXURE-'D'**

**UNDERTAKING**

Ref: Date:

To,

The Managing Director,
The Punjab State Cooperative
and Marketing Federation Limited.
Markfed House, Plot No. 4,
Sector 35-B, Chandigarh.

Dear Sir,

REGARDING: GEM BID INVITED VIDE NUMBER :…………………… DATED …………….FOR SUPPLY OF ALUMINIUM PHOSPHIDE TABLETS CONFORMING TO BIS SPECIFICATION NO.IS: 6438-1980 WITH UPTO DATE AMENDMENTS.

Sub: Undertaking regarding non-suspended or non-blacklisting of the firm.

We hereby declare that **M/s** ____________________________, having its registered office at ________________________________________, is legally eligible to participate in the present tender and is not presently blacklisted, debarred, banned or suspended by **Food Corporation of India (FCI), Department of Food & Public Distribution (DFPD), any Central Government Department, State Government Department, Public Sector Undertaking (PSU), State Procurement Agency, State Warehousing Corporation, Central Warehousing Corporation (CWC), or any other statutory authority**.

We further declare that no order of blacklisting, debarment, banning or suspension is currently in force against the firm and that the information furnished herein is true and correct to the best of our knowledge and belief.

(Signature of the Bidder(s), with Official Seal)

**ANNEXURE-'E'**

**BID SECURITY DECLARATION**
**[On Bidder's Letterhead]**

Date: XX/XX/XXXX

To,

The Managing Director,
The Punjab State Cooperative Supply and Marketing Federation Ltd.,
MARKFED, Government of Punjab, Plot No.4, Dakhshin Marg, Sector-35-B,
Chandigarh-160022.

**Sub: Request for EMD Exemption cum Bid Security Declaration for MSMEs and Startups.**

Sir/Madam,

We, [Name of Firm/Company], intend to participate in the tender:

Tender Title: ___________________________________
Tender Reference No.: __________________________

We hereby declare that we are claiming exemption from payment of the Tender Document Fee and Earnest Money Deposit (EMD) for participation in the above-mentioned Tender in accordance with the provisions of the Tender Conditions and applicable Government policies/instructions.

We further declare that:

(i) We are a duly registered Micro or Small Enterprise (MSE) holding a valid Udyam Registration Certificate and are eligible for exemption under the applicable provisions of the Tender; or

(ii) (ii) We are a Startup duly recognized by the Department of Industries and Commerce, Government of Punjab, and are eligible for exemption under the applicable provisions of the Tender.

We enclose herewith the requisite documentary evidence in support of our claim for exemption, including a valid Udyam Registration Certificate duly verified by the General Manager, District Industries Centre (DIC) of the concerned district certifying our status as a Micro or Small Enterprise and confirming the location of our manufacturing unit within the State of Punjab, or documentary proof of valid Startup recognition issued by the Department of Industries and Commerce, Government of Punjab, as applicable.

We undertake that the information and documents furnished by us in support of the claim for exemption are true, correct and complete. We understand and agree that any false declaration, misrepresentation or submission of invalid documents shall render our bid liable to rejection and may attract such other action as may be permissible under the Tender Conditions and applicable law.

We further undertake and accept that, in the event of withdrawal or modification of our Bid during the period of Bid validity, refusal to accept the Letter of Acceptance, failure to execute the Agreement, or failure to furnish the prescribed Security Deposit within the stipulated period after acceptance of our Bid, we shall be liable to suspension/debarment from participation in future procurement processes of the Purchaser/State Procurement Agencies for the period specified in the Tender Document or under applicable Government instructions, without prejudice to any other rights, remedies or actions available to the Purchaser/State Procurement Agencies under the Tender Conditions, the Contract or applicable law.

We acknowledge that this declaration forms an integral part of our Bid and shall remain valid for the entire period of Bid validity and till the completion of all obligations arising out of the Tender, if awarded to us.

Date: ___________
Place: ___________

Authorized Signatory: ______________________
Name: ___________________________________
Designation: ______________________________
Name of Bidder: ___________________________
(Seal of the Firm/Company)