

**F. No.05-03/GA/2014-FSSAI
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
BENFISH TOWER, 6TH FLOOR, 31, G.N. BLOCK, SECTOR-V,
SALT LAKE, KOLKATA-700091**

Dated:12th September, 2018

Bid Document

for

Empanelment of Agencies/ Firms for providing hired vehicles services in the Regional Office, Kolkata, Food Safety and Standards Authority of India.

**Joint Director
Food Safety and Standards Authority of India,**

TENDER DOCUMENT FOR

Empanelment of Agencies/ Firms for providing hired vehicles services in the Regional Office, Kolkata, Food Safety and Standards Authority of India.

TENDER NO. 05-03/GA/2014-FSSAI dated 12th September, 2018

	<u>Page Nos.</u>
Section-1 Notice Inviting Tender	04
Section2- Bid Submission Form.....	05
Section3- Bidder's Profile	06
Section4- Certificate regarding near relatives.....	08
Section5- Instructions to the Bidders.....	09
Section6- General Conditions of Contract(GCC).....	17
Section7- Special Conditions of Contract (SCC).....	25
Section8- Schedule of Works/Services.....	27
Section9- Price Schedule.....	31
Section10 Forms.....	32
10.1 Form for Financial Capacity	33
10.2 Form of Articles of Agreement.....	34
10.3 Letter of Authorization for attending Bid Opening.....	37
Section11- Check List.....	38
Section- 12 List of Service providers.....	39

BRIFE INFORMATION ON BID DOCUMENT

TenderNo.	05-03/GA/2014-FSSAI dated 12 th September 2018
Duration of Contract	One year from the date of agreement, which is extendable subject to satisfactory services
Last date and time of submission	Upto 1300 hours of 3 rd October, 2018
Date of opening Technical Bid	At 1500 hours of 3 rd October, 2018
Date of opening of financial bids of those technically qualified	To be notified later
EMD	Rs.25,000/- in the form of Account Payee Demand Draft/ Pay Order / Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of Designated Officer, FSSAI Kolkata/ payable at Kolkata.
Cost of Tender Document	Rs. 100/- (Rupees one hundred only)
Validity of Bid	120 days
Total number of pages of Tender Document	39 pages
Address and venue of submission of bids	The Joint Director, Food Safety & Standards Authority of India, Eastern Region, Benfish Tower, 6 th Floor, 31-GN Block, Salt lake, Sector-V, Kolkata-700091.

SECTION-1

NOTICE INVITING TENDER

Earnest Money Deposit: Rs.25, 000- (Rupees twenty Five thousand only)

Tender Document Cost: Rs.100/- (Rupees one hundred only)

1. Food Safety and Standards Authority of India, Kolkata invites sealed bids under two bid systems from reputed agencies for hiring of vehicles (Light Motor vehicles) (Non-AC, and AC) Diesel driven, Petrol driven for its Regional Office, Kolkata.
2. Sealed Bid Document (Technical and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to Joint Director FSSAI, Eastern Region, Benfish Tower, 6th Floor, G.N.Block, Salt lake, Sector-V, Kolkata-700091 and must reach latest **Upto 1300 hours of 3rd October, 2018**
3. The sealed bid documents should be delivered by the stipulated date, time and place. Tender Documents may be collected from this office on payment of Tender Cost of Rs. 100/- through Bank Draft/Pay Order / Bankers Cheque in favour of Designated Officer, FSSAI, Kolkata, payable at Kolkata on any working day between 10.00 AM to 5:00 PM.
4. The tender documents may also be downloaded from this office website www.fssai.gov.in. Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs. 100/- through Bank Draft /Pay Order / Bankers Cheque along with the Bid Documents and EMD.
5. The Technical Bids shall be opened in Regional Office, Food Safety and Standards Authority of India, Kolkata at **1500 hours of 3rd October, 2018** by the Committee authorized by the competent authority in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of Food Safety and Standards Authority of India, shall be final and binding.

Joint Director
Food Safety and Standards Authority of India,
Kolkata

SECTION-2
(BID SUBMISSION FORM)

To

Joint Director
Food Safety and Standards Authority of India,
Eastern Region, Benfish Tower, 6th Floor,
31-GN Block, Salt Lake, Sec-V, Kolkata-700091.

Ref: Invitation for TENDER NO. 05-03/GA/2014-FSSAI dated 12th September, 2018

We, the undersigned, declare that :

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the hired vehicles services to your office in conformity with the Bid Document.
3. Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bid Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a security deposit in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bid document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bid document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized Signatory
(Pl attach a copy of Authorization for signing on behalf of Bidding company)
Full Name and Designation
(To be printed on Bidder's letterhead)

SECTION-3

(BIDDER'S PROFILE)

General:

1. Name of the Bidder / firm.....
2. Name of the person submitting the Bid "Shri / Smt.....
3. Address of the firm
.....
4. Tel no .with STD code (O).....(Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
 - i) Proprietorship ii) Partnership
 - iii) Private Limited iv) Public Limited

(Please attach attested copies of documents of registration / incorporation of your firm with the competent authority as required by business law. In case of Proprietary / Partnership firms, the Bid has to be signed by Proprietor/Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors.....

09. Bidder's bank details (Name of bank, Beneficiary Name, Branch and address, type of account, IFSC code, MICR code and account Number

10. Permanent Income Tax number, Income Tax circle

(Please attach copies of income tax return for last three years)

11. GST Number.....

(Please attach copy of GST Registration Number)

12. Particulars of EMD

- i) Demand Draft /Pay Order /Bankers Cheque No
- ii) Date.....
- iii) Name of Bank
- iv) Address of Bank.....
- v) Validity of Demand Draft /Pay Order /Bankers Cheque

13. Particulars of Tender Fee

- i) Demand Draft / Pay Order / Bankers Cheque
- ii) Date.....
- iii) Name of Bank.....
- iv) Address of Bank.....
- v) Validity of Demand Draft /Pay Order /Bankers Cheque

UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the Food Safety and Standards Authority of India to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I hereby undertake to provide the hired vehicles services as per the directions given in the tender documents/ contract agreement.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

SECTION-4

(CERTIFICATE REGARDING NEAR RELATIVES)

CERTIFICATE

Certificate on Non-Participation of near Relatives in the tender

I,S/O , R/O
Hereby certify that none of my relative(s) as defined in tender document is / are employed in Food Safety and Standards Authority of India [FSSAI] as per details given in tender document. In case at any stage, it is found that the information given by me is false / in correct, FSSAI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

*Signature*_____

For and on behalf of the Agency
Name(caps)_____

Position _____

*Date*_____

SECTION-5

(INSTRUCTIONS TO THE BIDDERS)

1. GENERAL INSTRUCTIONS

- 1.1 For the Bid/Tender Document Purposes, 'Food Safety and Standards Authority of India' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bid documents should be delivered to Food Safety and Standards Authority of India under brief information of bid document by the stipulated date and time. Tender Documents may be collected from Joint Director, Food Safety and Standards Authority of India, on payment of Tender Cost of **Rs. 100/-** through Bank Draft / Pay Order / Bankers Cheque in favour of Designated Officer, FSSAI, Kolkata, payable at Kolkata on any working day between 10.00 AM and 5.00 PM.
- 1.3 The tender documents may also be downloaded from this office website www.fssai.gov.in. Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of **Rs. 100/-** through Bank Draft / Pay Order / Bankers cheque along with the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED /DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter/ power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount / format , or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.8 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and Food Safety and Standards Authority of India.

- 1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement to Food Safety and Standards Authority of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.10 The requirements of number of vehicles is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a) **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. It should be Indian firm / Company / Organization / Agency of Indian origin for 5 years as on the date of opening of tender. A proof for supporting the legal validity of the bidder shall be submitted.
- b) **Financial Capacity:** The bidders should have minimum turnover of Rupees 20 Lakhs each in the last 3 financial years in the similar business of providing hired vehicles services (2015-16, 2016-17 and 2017-18). Relevant proof in support shall be submitted.
- c) **Registration:** The bidder should be registered as Transport Service Provider in a State / Central / reputed MNC as well as in the Income Tax, GST Department. Supporting proof in support shall be submitted.
- d) **Experience:** The Bidder should have experience in the similar field of providing services in Government Departments during the last three years (2015-16, 2016-17, 2017-18) Relevant proof in support shall be submitted.
- e) The bidder shall ensure that the vehicles should not be more than 2 years old as on 01.04.2018.

2.1 Documents supporting Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2 above, attested copy of Incorporation Certificate issued by the Companies Registrar; or registration with the department of Tourism or power of attorney or any other deed in support of Proprietorship / Partnership company shall only be acceptable.

- (ii) In proof of having fully adhered to minimum eligibility criteria, attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2015-16, 2016-17 and 2017-18.
- (iii) In proof of having fully adhered to minimum eligibility criteria, attested copy of PAN and GST Registration shall be acceptable.
- (iv) Attested copy of work orders along with work completion certificates/ on going work certificates (for 2015-16, 2016-17 and 2017-18) issued by the Government Departments in support of having experience shall be acceptable.

3. **EARNEST MONEY DEPOSIT:**

- 3.1 The bid should be accompanied by an Earnest Money Deposit of **Rs. 25,000/- (Rupees twenty five thousand Only)** in the form of Account Payee Demand Draft / Pay Order / Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of Designated Officer, FSSAI Kolkata payable at Kolkata. The validity of the Demand Draft / Pay Order / Banker's Cheque must be upto 3 (three) months starting from the date of submission of the bids.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the FSSAI in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid **earnest money** shall be forfeited by the FSSAI.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the FSSAI in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid Earnest Money shall be forfeited:
 - (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form: o r
 - (ii) In case of successful bidder, if the bidder,
 - (a) Fails to sign the contract in accordance with the terms of the tender Document,
 - (b) Fails to furnish required performance security deposit in accordance with the Terms of tender document with in the timeframe specified by the Client.

- (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

3.7 Conditional bids/offers shall be summarily rejected.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

- 5.1 Language: Bids and all accompanying documents shall be in English or Hindi
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bid submission form duly signed and printed on Company's letterhead.
- b. Bidder's profile with undertaking.
- c. Signed and stamped on each page of the tender document.
- d. All forms duly filled and signed and stamped.
- e. **Earnest Money Deposit of Rs. 25,000/-.**
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

5.3 The Technical Bid should then be kept in a separate sealed envelope, superscribed as "Technical Bid for Tender No. 05 -03 /GA/2014-FSSAI dated **12th September, 2018** with the name and address of the bidder.

5.4 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, superscribed "**Financial Bid** for Tender No. 05-03/GA/2014-FSSAI dated **12th September, 2018** with the name and address of the bidder.

6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.
- 6.2 The Bid shall be submitted not later than **1300 hour 3rd October, 2018** addressed to The Joint Director, FSSAI, Eastern Region, Benfish Tower, 6th Floor, 31-GN Block, Salt Lake, Sec-V, Kolkata-700091.
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of Food Safety and Standards Authority of India reserves right to extend the date/ time for receipt of bids , before opening of the Technical Bids.
- 6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

- 7.1 Technical Bids shall be opened in the Committee Room of the office of Food Safety and Standards Authority of India, Kolkata on **3rd October, 2018 at 1500** hours by the Committee authorized by the competent authority of Food Safety and Standards Authority of India in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the Bidders or their representatives present shall be required to sign the main bid envelope to ensure the correctness of the bid.

- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid bids.
- 7.8 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

- 8.1 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The Client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation /clarification from the issuer agency, on the supporting documents submitted by the bidder.

9. TECHNICAL BID EVALUATION

- 9.1 The Client shall follow bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The technical bid evaluation shall be done based on the following criteria:
- (i) The responsiveness of the bid, i.e; receipts are duly filled, signed and accepted, bid documents is complete , including Authorization letter.
 - (ii) Receipt of valid EMD with requisite amount in acceptable format.
 - (iii) Documents in proof of meeting the minimum eligibility criteria.
 - (iv) Any other documents as required to support the responsiveness of the Bidder as per tender.

9.3 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents, shall be rejected and their financial proposals will be returned unopened.

9.4 The bidder who qualifies in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the date, time & venue for the financial Bid opening in written communication.

10. FINANCIAL BID OPENING PROCEDURE AND DETERMINATION OF LOWEST BIDDER.

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

10.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.

10.3 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.

10.4 The Bidders meeting the minimum eligibility criteria with the lowest bid price (subject to arithmetical correction) shall be empanelled as L1 bidder (selected bidder).

11. RIGHT OF ACCEPTANCE:

11.1 Food Safety and Standards Authority of India, Kolkata reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the Competent Authority of Food Safety and Standards Authority of India, Kolkata in this regard shall be final and binding.

11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

11.3 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency(ie) that has/ have been awarded the contract, the competent authority of Food Safety and Standards Authority of India, Kolkata reserves the right to award the contract to the next higher bidder (L2) or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

11.4 Food Safety and Standards Authority of India, Kolkata may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies/Municipalities /Public Sector Undertaking etc.

12. NOTIFICATION OF AWARD ('LETTER OF ACCEPTANCE')

- 12.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LoA), in duplicate, to all the empanelled Agency(s) /Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three(3) days** of receipt of the same by him.
- 12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.
- 12.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor for mobilization.

13. RETURN OF EARNEST MONEY DEPOSIT

- 13.1 The Earnest Money Deposit of the unsuccessful bidders shall be returned along within thirty (30) days after awarding the contract to the successful bidder.
- 13.2 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.
- 13.3 If the tender is scrapped by the client after opening of the financial bid, the EMD of all the bidders is to be returned within 30 days of scrapping the tender.

SECTION-6

[GENERALCONDITIONSOFCONTRACT (GCC)]

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Agreement	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "party" means the Successful Bidder(s) to whom the work has been awarded and the Client "Food Safety and Standards Authority of India".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing hired vehicles services for its official use.
Notice to Proceed	Shall mean the date at which the hired vehicle services are to commence for Client's use.
Confidential Information	Shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business/ assets of Client including the information having the commercial value.
Termination date	Shall mean the date specified in the notice of Termination given by either Party to the other Party ,from which the Contract shall stand terminated.
Termination notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing services for Client' use has been awarded.

1.2 CONFIDENTIALITY

- 1.2.1 The Contractor shall take all precautions not to disclose , divulge and/ or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and /or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.
- 1.2.2 If the Contractor receives enquiries from Press / News / Media / Radio / Television or other bodies / persons, the same shall be referred by the Contractor to Client immediately on receipt of such queries.

2.0 PERFORMANCE SECURITY DEPOSIT

- 2.1 The successful bidder(s) **within fifteen days** of the acceptance of the LoA shall execute a Performance Security Deposit in the form of a Bankers Cheque /Pay Order / Demand Draft of any commercial bank, a sum which shall be equivalent to 10% (ten percent) of the estimated value of contract, as may be decided by the Client, in favour of Designated Officer, FSSAI Kolkata payable at Kolkata. The EMD of the successful bidder can be adjusted against Security Deposit and balance amount can be paid by the bidder within 15 days of acceptance of LoA.
- 2.2 The Security Deposit can be forfeited by order of the Competent Authority, Food Safety and Standards Authority of India in the event of any breach or negligence or non-observance of any terms /conditions of contractor for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Security Deposit as may be considered by the Food Safety and Standards Authority of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of Food Safety and Standards Authority of India to deposit security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and Food Safety and Standards Authority of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

3. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Security Deposit from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide hired vehicles services for the Office.

4. SIGNING OF CONTRACT AGREEMENT

- 4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.
- 4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.
- 4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two(02)** days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 4.4 The Competent Authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. HIRING OF VEHICLES

After the acceptance of the LoA and securing performance Security Deposit from the successful and empanelled bidder (s), Client shall hire vehicles for its requirements at its discretion from the empanelled bidder. The empanelled and successful bidders shall adhere to the conditions, timelines as may be defined by the client.

6. COMMENCEMENT OF SERVICES

The Contract shall become legally binding and in force only upon:

- 6.1 After issuance of Letter of Acceptance (LoA) by the Client to the empaneled Suppliers.
- 6.2 Submission of Performance Security Deposit in accordance with Clause - 2 (Section-6)

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The empaneled Contractor shall provide the services to Client's as per the terms and conditions of the tender document which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

- 7.2 The Contractor shall provide hired vehicles services through its uniformed and trained drivers for the performance of its services hereunder and these drivers deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities shall be paid for by the Contractor.
- 7.3 The Contractor shall provide insurance cover to its employees for personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 7.4 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of requirements.
- 7.5 The drivers of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 7.6 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act) or any other law in force.
- 7.7 The Contractor shall not employ any person as the driver in Client's office below the age of 18 years old.
- 7.8 The contractor shall at all times ensure that it has sufficient number of well-maintained cars in good running condition and also qualified drivers available to provide uninterrupted services to the client.
- 7.9 The contractor shall ensure that police verification certificate about verifying the antecedents in respect of all the drivers engaged in this office is made available to the Client within one month from the date of award of the Contract.

8 CONTRACTOR'S LIABILITY

- 8.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing hired vehicles services to the Client.
- 8.2 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 8.3 Consisting of, caused of, resulting from or in connection with any loss, damage, destruction, erasure, corruption or alteration of Electronic data from any cause

whatsoever (including but not limited to computer virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of hired vehicles Services to the Clients.

- 8.4 The Contractor shall not Sub-Contractor Sub-let, transfer or assign the contractor any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

9. VALIDITY OF CONTRACT

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contractor in the event of not fulfilling the minimum requirements /statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for its two more terms of one year each, i.e. the total period of the contract shall not exceed three years, subject to satisfactory services at the sole discretion of the office of the Client.

10. PAYMENTS

- 10.1 After selection of the successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the client for the hired vehicles services.
- 10.2 The prices in the price schedule shall be exclusive of GST, or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
- 10.3 The Contractor shall raise invoice per month and submit the same to Client by 5th of every following month. The client shall make all endeavor to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor.
- 10.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.
- 10.5 In addition to the Contractor payment, the Client shall pay for any additional services required by the client, which are not specified in the price schedule.
- 10.6 All payment shall be made in India Currency by means of an Account payee cheque/ NEFT.

10.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.

10.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

11. FORCE MAJEURE-OBLIGATIONS OF THE PARTIES

11.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

11.2. The date of commencement of the event of Force Majeure;

11.3 The nature and extent of the event of Force Majeure;

11.4 The estimated Force Majeure Period,

11.5 Reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

11.6 The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

11.7 Any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

12. TERMINATION

- 12.1 This Contract may be terminated forthwith by either party by giving written notice to the other if:
The other party is in material breach of its obligations under this Agreement and/or, in the case of such breach escapable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 12.2 The Contract may be terminated forthwith by the Client by giving written / notice to the Contractor, if:
- 12.2.1 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Security Deposit submitted by the Contractor shall be forfeited and encashed.
- 12.2.2 The Contractor does not provide hired vehicles services satisfactorily as per the requirements of the client or/ and as per the Schedule of requirements
- 12.2.3 The Contractor goes bankrupt and becomes insolvent.

13. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter (s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

14. INSOLVENCY

- 14.1 The competent authority of Food Safety and Standards Authority of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

(i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

iii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

15. CURRENCIES OF BID AND PAYMENTS

15.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

16. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Food Safety and Standards Authority of India in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be at Kolkata and the decision of the arbitrator shall be final and binding on the parties.

16.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Kolkata.

SECTION-7

[SPECIAL CONDITIONS OF CONTRACT (SCC)]

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section 5 and General Conditions of the Contract(GCC) as contained in Section 6.
2. The successful bidder/ Contractor is solely liable to fully indemnify and keep Client indemnified against all loses/penalties/awards/ decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission / commission attributable to the Contractor and which are punishable under the provisions of various Acts. Client shall be vested with sole discretion to determine damages /loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm /company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. The Client reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with the Client.
4. The Client reserves the right to blacklist a bidder for a suitable period incase he fails to honour his bid without sufficient ground.
5. The liability under relevant sections of Motor vehicle Act 1968 and IPC causing death or permanent liability developed in the vehicle supplied by the contractor, the hiring authority (the client) has no responsibility of whatsoever and will not entertain any claim in this regard under the provision of the law.
6. The engagement and employment of drivers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.
7. The contractor shall assign the job of driving of hired vehicles only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/ officials as well as essential store/ sample items while running the vehicle by ensuring safe driving. The Client shall have no direct or indirect liability arising out of such negligent, rash and impetuous driving which is an offence under section 29 of IPC and any loss caused to the Client have to be compensated by contractor.

8. In no case a vehicle which is not registered for the commercial purpose shall be supplied to the Client and taxes etc. due to on such vehicles shall be liability of the contractor.
9. The contractor shall send the vehicle for periodical servicing at the cost of the contractor, client shall not pay any mileage run for such servicing nor any deduction be made for the duration involved in such servicing, The cost of lubricants, repairs, maintenance, taxes insurance, etc. shall be to the contractor's liabilities.
10. The Client reserves right to counter offer price against price quoted by the bidder.
11. Regular checking of meter by the designated transport authority may be done by the contractor, and requisite certificate may be shown to the Client as and when demanded.
12. The Contractor shall ensure that the cars to be provided should be in perfect sound condition.

SECTION-8

[SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED]

In this Schedule of Requirements / Services to be provided, the details of hired vehicles services to be provide by the Contractor and also other information, instructions of the Clients and instructions to the Contractor's drivers posted at the client's site and all such other aspect of the Contracts are to be mentioned.

1. GENERAL INSTRUCTIONS

- 1.1 The Contractor shall necessary be authorized by the concerned RTO for providing hired vehicles services.
- 1.2 The Client shall not allow any mileage for lunch or otherwise when the vehicle is taken by the driver outside.
- 1.3 The Client shall have the right to have any driver/ vehicle removed that is considered to be undesirable or otherwise.
- 1.4 The Contractor shall cover its vehicles and drivers for personal accident/ insurance and/ or death whilst performing the duty.
- 1.5 The contractor shall ensure that the drivers hold valid driving licence, are well behaved, reasonably educated, conversant with traffic rules/ regulations and city roads/ routes as well as security instructions.
- 1.6 The drivers of the contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/ duty under this Contract. The contractor shall make them know about this position in writing before deployment under this agreement.
- 1.7 The Contractor shall have adequate telephone number facilities for contact and to take booking round the clock 24 x 7.
- 1.8 While the client has a regular requirement for hiring of vehicles, it shall have the right not to utilize the services at all at any time for any period without giving any notice. The Client shall also reserve the right to hire vehicles from any other provider for such services even during the period of contract.
- 1.9 Revision of rates shall not be entertained during the period of the contract.

- 1.10 Contractor shall ensure that the drivers are always disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the work.
- 1.11 Be it private or public areas, the Contractors drivers shall be liable to be frisked/ checked by the security personnel at client premises or on duty at any time during performance of their duties.
- 1.12 Contractor's drivers shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/ person.
- 1.13 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons/ property at the premises on account of acts of omission and commission by the drivers deployed by him.

2. PENALTIES

- 2.1 The Contractor shall ensure deployment of hired vehicles on a regular basis which shall be hired on monthly/ daily basis by the client, failing which penalty of Rs. 1000/- per day, per vehicle shall be imposed up to 15 days of such complaints and the contract shall be liable to be terminated. Performance Security Deposit shall be forfeited and encashed. The Client will have the power to appoint any other agency at the risk and cost of the Contractor.
- 2.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.
- 2.3 In case of breach of any conditions of the contract and/ or for all types of losses caused including excess cost due to hiring of vehicles services in the event of contractor failing to provide requisitioned number of cars/ drivers, the client shall make deductions at double the rate of hiring rate on prorated basis from the bills preferred by the vendor or that may become due to the vendor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of client and the contractor is liable to be terminated.

3.0 SCOPE OF WORK- FOR SERVICES

- 3.1 The contractor shall provide services of hired vehicles instantly, within a notice period of one hour from the client.
- 3.2 The " Full Day" shall imply a run of the hired vehicles up to 100 Kilometers/ 10 Hours duration.

- 3.3 The Contractor shall be required to provide monthly hired Vehicles on point to point basis (the points will be designated by the client from time to time). The dead mileage will not be allowed by the Client for the vehicles which are hired on MONTHLY basis.
- 3.4 However, lead mileage will be admissible to the contractor and shall be paid by the client for the vehicle which are hired on a day to day/ demand basis. In this case, lead mileage will be admissible to the actual number of kms run by the vehicle, which will be restricted to a maximum of 10 kms (i.e whichever is less) from garage address (one side).
- 3.5 The contractor shall ensure that the daily report in the prescribed format/ log book showing details of journeys covered starting from the destination till its return to the destination, is prepared by its drivers on a daily basis (day to day basis) and should be submitted to the competent authority of the Client, failing which the deductions as deemed fit shall be made from the monthly bills presented by the contractor.
- 3.6 The Contractor shall ensure accuracy of the meter reading which should tally with the actual meter reading noted by the driver in the daily report or the specified proforma devised by the Client.
- 3.7 Payment of any Govt. tax or duty for plying the vehicles shall be the sole liability of contractor. However, service tax shall be paid extra as per actual.
- 3.8 Parking and Toll Charges, if any, may be claimed by producing the parking/ Toll slips.

4. TENTATIVE REQUIREMENT OF VEHICLES

4.1 The tentative requirements of hired vehicles shall be as under:-

(a) Designated/ Authorized Officer, FSSAI, Kolkata

Sl No	Type of Vehicles	Kolkata Sea port (as and when required)	Haldia Sea port (as and when required)	Air Port (As and when required)	Budge-Budge Port (As and when required)	Total
01.	Scorpio/Bolero / Tata Sumo/ Qualis	01	01	01	01	04

4.2 The requirements of number of vehicles is tentative and may increase or decrease at the sole discretion of the competent authority of the Client. In case of non availability of the vehicle of the above category, the next higher category vehicle may be provided at the rate of the lower category.

SECTION-9
[PRICE SCHEDULE]

S.No	Particulars	Scorpio/Bolero / Tata Sumo/ Qualis		Innova	
		Ac	Non Ac	Ac	Non Ac
1	Full Day-100Km &10 hrs				
2	Extra per Km				
3	Extra per hour				
4	Night Charge from 11.00 PM to 5.00AM				
5	Out station Travel rate with minimum 200 km per day				
6	Out Station (Night Charge)				
7	Monthly Charges 2500 Km & 250 hrs				
8	Monthly Charges for 3000 kms & 300hrs				
9	Rate of Extra kms on monthly basis				
10	Rates of Extra hours on monthly basis				

Note:

- (i) The bidders are advised to go through the tender document carefully before quoting prices.
- (ii) Dead mileages will be regulated in terms of the condition specified in clause 3 of Section 8 of the tender document.
- (iii) Evaluation of Bids shall be done in terms of the condition specified in clause 10 of Section 5 of the tender document.
- (iv) Payments shall be made by the Client as per the terms and conditions of the tender document.
- (v) Price shall be valid for a period of one year. No price escalation shall be entertained during the currency of the contract as specified in the tender document.
- (vi) The Full day shall be of 100 kms /10 hours duration.
- (vii) The price in the price schedule shall be **exclusive of GST**.

Signature of Bidder with office Seal
Name of Person submitting Bid

Place:
Date:

SECTION-10

FORMS

Section10.1	FORM-I-	BID SECURITY FORM (To be used for EMD in case submitted by Bank Guarantee)
Section10.2	FORM-II-	FORM FOR FINANCIAL CAPACITY
Section10.3	FORM-III-	ARTICLES OF AGREEMENT
Section10.4	FORM-IV-	PERFORMA NCEBANKGUARANTEE
Section10.5	FORM-V-	LETTEROFAUTHORISATION FORATTENDING

FORM- I

FORM FOR FINANCIAL CAPACITY
(In the similar business of providing hired vehicles)

Description	Financial Year		
	2015-16	2016-17	2017-18
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

FORM-II

CONTRACT AGREEMENT NO 05-03/GA/2014-FSSAI

THIS AGREEMENT is made on _____ **(date)** between the Joint Director **FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA** (hereinafter

Referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Kolkata, West Bengal

AND

M/s _____ having its registered office at _____ Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Hiring of vehicles services.

NOW THIS AGREEMENT WITNESSETH as follows:

- I. **WHEREAS** the Client invited bids through tender vide Notice Inviting Tender dated _____ for availing hired vehicles services at its office under tender No. 05-03/GA/2014-FSSAI.
- II. **AND WHEREAS** the Contractor submitted his bid vide _____ in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
- III **AND WHEREAS** the client has selected M/s _____ as successful bidder (the contractor) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on..... for the rate of [RupeesOnly

- IV. **AND WHEREAS** the Client desires that the hired vehicles services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors /parties for the hired vehicles services for its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the tender Documents for providing hired vehicles services for the client , failing which the contractor is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department.
- IX. **AND WHEREAS** the Client and the Contractor agree as follows:
1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance(LoA)issued by the Client.
 - (b) Notice to Proceed(NTP)issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda ,if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date.
 - (f) (Performance Security Deposit)
 - (f) Charges–Schedule annexed to this Article of Agreement

(g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

X. IN WITNESS WHERE OF the parties here to have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorized Signatory)

Signed on Behalf of FSSAI
(Authorized Signatory)

FORM-III

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening)**

To

**The Joint Director
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
Benfish tower, 6th Floor, 31-GN Block,
Salt Lake, Sector-V, Kolkata-700091.**

Subject: **Authorization for attending bid opening** on _____ **(date) in**
the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		

Signatures of Bidder

Or

Officer authorized to sign the bid
Documents on behalf of the Bidder

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

SECTION-11

[CHECK-LIST]

CHECK LIST ON PREPARATION OF BIDS

Sl.No.	Particulars	YES/NO
1.	Have you filled in and signed the Bid Form in the letterhead ?	
2.	Have you read and understood all the terms and conditions of the tender document /contract and shall abide by the same?	
TECHNICALBID		
3.	Have you enclosed the EMD of Rs.25,000 /-in the Technical Bid?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed papersize and signed on all the pages of the tender documents?	
5.	Have you attached proof of having the following minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you attached attested Certificate?	
5.2	Financial Capacity: Have you attached Audited Balance Sheets showing minimum turnover in the similar business of providing hired vehicles services?	
5.3	Registration with Government Bodies like PAN, GST Have you attached a Registration copy of each of the certificate?	
5.4	Experience: Have you attached the attested experience certificates issued by the Government Departments of the last five years?	
6.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been packed as per the requirements of the Tender?	
FINANCIALBID		
8.	Is your financial Bid proposal duly filled, sealed and signed on all pages?	
9.	Have you quoted prices against each of the category?	
10.	Have your financial bid been packed as per Tender?	

SECTION-12

Sl. No.	Name of the agencies
1	M/s. Soma Cab, 16/2A, B.M. Road, Kolkata-700010
2	M/s. Rita Ghosh, North Durganagar, PO Rabindra Nagar, Kolkata-700065
3	M/s. Avis (Rahul Sen), C/o Oberai Grant, 15B, Jawahar Lal Nehuru Road, Kolkata-700013
4	M/s. Supreme Travels, 1/10C, Sahapur, Sitaltala Road, Sahapur Colony, New Alipore, Kolkata-700038
5	M/s. Sinha Travels, 140, N.C. Bose Road, Kolkata-700096
6	M/s. Jain Tour & Travels, 21 Hemantu Basu Road, Suit No. 421, 4 th Floor, Kolkata - 700001
7	M/s. Grewal Enterprise, 90A, Ashutosh Mukherjee Road, Near Netaji Bhawan Metro Station, Kolkata-700025
8	M/s. Venture Tour & Travels, 14 Dr. Narulla Lane, near Bangladesh Deputy High Commission, Kolkata-700017
9	M/s. Neha Enterprise, 27, B.T. Road, Kolkata-700058
10	M/s. A.B.S. Travels Home, 49/5/2K Karl Marx Sarani, near Khidirpur Tram Depot, Kolkata-700023
11	M/s. Pritambar Travels, P-497/B, Hemanta Mukhopadhyay Sarani, Formerly Keyatala Road, Kolkata-700029
12	M/s. S.R. Car Hire Services, 10, Tiljala Road, Picnic Garden, Kolkata – 700039
13	M/s. Aircom Travels Pvt. Ltd. 156A, Lenin Sarani, Kolkata-700013
14	M/s. Raj Travels Services, Falguni Market, 1 st Floor, shop no. 7, Salt Lake City, Kolkata-700091
15	M/s. A.F. Enterprises, 63 Karaya Road, Near Karaya Police Station, Kolkata-700019
