

F. No. 07-01/GA/2015-16-FSSAI
Food Safety and Standards Authority of India
(General Administration Division)
Ministry of Health and Family Welfare
FDA Bhawan, Kotla Road, New Delhi – 110 002

The 25th April, 2017

To

M/s. *As per list*.....

Subject: Limited Tender Enquiry for concluding Annual Rate Contracts for procurement of Stationery items

I am directed to invite you to submit sealed Tenders quoting your competitive rates against Annual Rate Contracts for procurement of Stationery items at FSSAI as per the details set out in the Schedule of the tender Enquiry.

2. Contracts concluded on the basis of tender enquiry shall be governed by the terms and conditions set out in the tender enquiry.

3. **Tenders received through e-mail or Fax shall not be accepted under any circumstances.** Tenders submitted in the prescribed format given in the Tender Enquiry shall only be considered. Tenders submitted without accompanying the EMD shall be rejected summarily. Tender Document can be downloaded from the FSSAI website www.fssai.gov.in and cost of tender document Rs. 500/- is to be paid by means of pay Order/Demand Draft in favour of Senior Accounts Officer, FSSAI, New Delhi.

4. Tender contained in a sealed envelope should be dropped in the **TENDER BOX** (kept at the 03rd Floor Reception of FSSAI, HQrs) **latest by 1200 Noon on 18th May, 2017.** Tender will be opened by the FSSAI on the specific date and time as mentioned in the tender schedule of the document i.e. 18th May, 2017 **[for technical bid] and (for financial bid would be notified later)** in the presence of such tenderers who wish to be present to witness the tender opening.

5. The FSSAI reserves the right to accept or reject any or all tender without assigning any reasons thereof.

Yours faithfully,



(Ravinder Kumar)
रविंद्र कुमार / Ravinder Kumar
Assistant Director (G.A.)
भारतीय खाद्य सुरक्षा और मानक प्राधिकरण
Food Safety and Standards Authority of India
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)
FSSAI HQrs
(Ministry of Health & Family Welfare)
भारत सरकार / Government of India
एफडीए भवन, कोटला रोड, नई दिल्ली-110002
FDA Bhawan, Kotla Road, New Delhi-110002



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Food Safety and Standards Authority of India
FDA Bhawan, New Delhi - 110 002

Limited Tender Document

For

Annual Rate Contract for supply of Stationery items

**Assistant Director (GA),
Food Safety and Standards Authority of India,
03rd Floor, FDA Bhawan, Kotla Road,
New Delhi-110002
www.fssai.gov.in**

TENDER DOCUMENT FOR
Annual Rate Contract for supply of Stationery items

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Notice inviting tenders for Annual Rate Contract for supply of Stationery items

On behalf of the Food Safety Standards and Authority of India [FSSAI], sealed tenders under **Two Bid System (Technical and Financial Bid)** are invited for Annual Rate Contract for supply of Stationery items as per document enclosed.

2. The cost of yearly consumption of the Stationery items are approximately Rs. 10,00,000/- (Rupees Ten Lakh only).
3. Intending eligible bidders may submit tender with requisite Bid Security and other documents, in sealed cover addressed to **AD (GA), Food Safety and Standards Authority of India, 03rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002** and must reach latest by 12.00 Noon on or before 18.05.2017 super scribed with the words "*Tender for Annual Rate Contract for supply of Stationery items*".
4. The tender is under a two bid system i.e. Technical Bid and Financial Bid. First part i.e. Technical Bid containing specifications and allied technical details as mentioned in Annexure I to IV and the other part is Financial Bid (Price Schedule) of the items in Annexure V.
5. The Technical Bids shall be opened in the Committee Room, FSSAI, FDA Bhawan, New Delhi – 110 002 on 18.05.2017 at 15.30 hours by the Committee authorized by the competent authority in the presence of such bidders who may wish to be present. Tenderers may note that if the date of tender opening given in this Tender Document is declared to be a gazetted holiday, the tender shall be opened on the next working day at the same time. There will not be any change in the date and timing of the submission of the bid.
6. 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.
7. The system of procurement of Stationery items/accessories can be extendable subject to satisfactory services and on mutual consent of both the parties and subject to the conditions/rules framed by the Government of India from time to time.
8. The tenders completed in all respect & must be received in this office well before the date and time indicated in the time schedule given below. The tenders received after the scheduled date and time will be rejected out rightly.



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9. The Tenders can be submitted by post/courier or hand delivered to **AD(GA), Food Safety and Standards Authority of India, 03rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002** on all working days (excluding on holidays, if any) till the specified date and time of submission.

10. Firm shall download the tender documents from the FSSAI's Website i.e. www.fssai.gov.in. They must ensure that requisite tender fee/cost is enclosed in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque from any of the Commercial Banks in an acceptable form **in favour of Sr. Accounts Officer, FSSAI payable at New Delhi** with their tender, failing which the tender will be treated as incomplete and will not be considered.

11. Schedule of Tender:

Tender No	07-01/GA/2015-16- FSSAI
Duration of contract	One year from the date of agreement, which is extendable subject to satisfactory services.
Last date and time of submission	18/05/2017 by 1200 Noon
Date of Opening of Technical Bid	18/05/2017 at 1530 Hours
Date of Opening of Financial Bid	To be notified later.
Cost of Tender Document	Rs 500/- (Rupees Five Hundred only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of Senior Accounts Officer, FSSAI payable at New Delhi.
Earnest Money Deposit	Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form in favour of Senior Accounts Officer, FSSAI payable at New Delhi.
Validity of Bid	120 days

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Total No. of pages of Tender document	Page no. 01 to 44
Address and venue of submission of bids	AD(GA), Food Safety And Standards Authority of India, 03 rd Floor, FDA Bhawan, Kotla Road, New Delhi - 110002

(Ravinder Kumar)

रविन्द्र कुमार / Ravinder Kumar
AD(GA)
सहायक निदेशक (सा.प्र.) / Assistant Director (G.A.)
भारत सरकार / Government of India
Food Safety and Standards Authority of India
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)
(Ministry of Health & Family Welfare)
एफडीए भवन, कोटला रोड, नई दिल्ली-110002
FDA Bhawan, Kotta Road, New Delhi-110002

Instruction to Bidders

[I] Minimum Eligibility criteria

1. Bidders should

- (i) **Legal Valid Entity** : The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- (ii) **Financial Capacity**: The bidders should have the minimum total turnover of Rs. 6.00 Lakhs Per Annum in the last 3 financial years in the similar business (2013-14, 2014-15 and 2015-16). Relevant proof in support shall be submitted.
- (iii) **Registration**: The Bidder should be registered with the Income Tax and VAT Authorities. Supporting proof in support shall be submitted.
- (iv) **Experience**: The Bidder should have experience of supplying Stationery items on rate contract basis in bulk/single unit to the Departments / Ministries of the Government of India/PSUs (Copies of two purchase orders received from the Govt. Departments / PSUs) during each of the last three years should be enclosed.
- (v) Not been blacklisted by the Departments/Ministries of the Govt. of India/State Government/PSUs (declaration has to be submitted in the specified format given at Annexure-IV)

1.1. However, it is informed that mere fulfilment of minimum eligibility criteria does not entitle the firm to demand that their financial bid will be evaluated.

2 Preparation of Bids

2.1. Sealing and Marking of Bids

The bidder shall seal the Technical and Financial Bids **in two separate envelopes** and keep them in a **bigger sealed envelope**. The Technical Bid shall bear the name "**Technical Bid**" along with Tender Number and subject of Tender. The Technical bid envelope should contain the Tender Fee, EMD and the Annexure I to IV, while the Financial Bid shall contain the Price Schedule (Annexure-V) and bear the name "Financial Bid" and Tender Number on the envelope to avoid duplicity, which should be addressed to AD(GA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002.

2.2. Documents comprising the Bid

2.2.1. **Technical BID**: The Technical Bid should contain the following documents:

- (a) Registration Certificate as per existing norms (indicating the legal status - company/partnership firm/proprietorship concern etc.)
- (b) Copy of CST/VAT/TIN Registration Certificates.
- (c) Copy of PAN Card.
- (d) Copies of Income Tax return filed for last three Assessment Years.
- (e) Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2013-14, 2014-15 and 2015-16.
- (f) In proof of having fully adhered to minimum eligibility criteria, attested copy of supply orders issued by the Government Departments / PSUs in support of having experience shall be acceptable (copies of two purchase orders received from the Govt. Departments / PSUs during each of the last three years).
- (g) Declaration regarding blacklisting or otherwise (Annexure- IV).
- (h) Clause by Clause compliance shall be done by signing and stamping on all the pages of the bid document by authorised persons.
- (i) Check list (Annexure-VI)
- (j) EMD.
- (k) Tender Fee.

2.2.2. **Financial BID:** It should be submitted in form given in Annexure-V. The prices in the Financial Bid shall be inclusive of Excise Duty, Freight, Transportation, Packing, Forwarding, handling etc. but **exclusive** of any VAT 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. No delivery charges shall be paid and the delivery is at FSSAI, FDA Bhawan, New Delhi. Bidder will be responsible for delivery of goods in good condition at their own risk and cost.

2.2.3. The tenderers should sign at each page of the tender and all its Annexure.
NO PAGE SHOULD BE REMOVED / DETACHED FROM THE TENDER DOCUMENT.

3. Bid Prices

3.1. The bidder shall give the price exclusive of all levies and taxes. The basic unit price and the price being offered to FSSAI need to be individually indicated against each item mentioned in the prices schedule given in Annexure-V.

3.2. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to any variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive bid and the same will be rejected.

4. Bid Security:

4.1. The bidder shall furnish, as part of his/its bid, a bid security for an amount of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form **in favour of Senior Accounts Officer, FSSAI payable at New Delhi**, having validity during the period of the bid.

4.2. The Earnest Money Deposit of the unsuccessful bidders in the technical Bid evaluation stage shall be returned along with their unopened financial bids within ten (10) days after opening of the eligible financial Bids. No interest shall be paid.

4.3. The Earnest Money Deposit of the unsuccessful bidders in the financial bid evaluation stage shall be returned within thirty (30) days on award of contract to the Successful bidder. No interest shall be paid.

4.4. 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. No interest shall be paid.

4.5. The bid security shall be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or

(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 in accordance with the terms of tender document within the time frame specified by FSSAI.

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

5. Formats and signing of bid:

5.1. The bids shall be duly typed or printed on company's/firm's letterhead, filled, signed and stamped on each page. It should be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The bids submitted shall be sealed properly.

5.2. The bid shall contain no interlineations, erasure or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

6. Evaluation and Comparison of Bids:

6.1. The eligible and substantially technical responsive bids shall be shortlisted for financial evaluation. The evaluation and comparison of responsive bids shall be done on the price of the goods offered item wise exclusive of levies & taxes as provided in the price Schedule in Annexure - V.

6.2. The determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

6.3. The items in the Price Schedule, which contains arithmetical errors, would be rejected, the said errors will not be rectified. The remaining items would be considered which do not contain any arithmetical error.

7. Validity of the bids: The bids shall be valid for a period of 120 days from the date of opening of the tender.

8. Award of Contract:

Subject to **Clause 6**, the contract shall be awarded with the approval of the competent authority to the bidder/s whose bid has been determined to be eligible and to be substantially responsive to the bid document and who has offered the lowest evaluated bid (subject to the selection of the sample by the Competent Authority). Provided further the bidders have the capability and resources effectively to carry out the contract work.

9. Signing of Contract Agreement

9.1 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.



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9.2 FSSAI 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.

9.3. 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.

9.4. The competent authority of the FSSAI shall sign the Contract agreement and return a copy of the same to the successful bidder.

10. Purchase order: FSSAI shall issue a Purchase Order only after signing of the agreement between the Parties.

11. Right to Accept/reject any or all Bids: FSSAI reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority of the FSSAI shall be final and binding without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.

12. Annulment of Award: Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the Purchaser may make the award to any other bidder at the discretion of Purchaser or call for new bids. Purchaser reserves the right to disqualify the supplier for a suitable period who failed to supply the items in time. Further, the suppliers whose items shall not be satisfactory in accordance with the specification may also be disqualified for a suitable period as decided by the purchaser.

13. Canvassing: Any failure on part of the bidder to observe the prescribe procedure and any attempt to canvass for the work will prejudice the bidder's quotation.

[II] General Terms of Contract

14. Performance Security Deposit (PSD) : The successful tenderer will be required to furnish 5% (i.e. Rs. 50,000/- Rupees Fifty Thousand only) of the contract value as Security Deposit in the form of an Account Payee Demand Draft or Fixed Deposit Receipt from a Commercial Bank or Bank Guarantee from a Commercial Bank. The security deposit can be forfeited by order of FSSAI in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the

said security deposit as may be considered by FSSAI sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained.

14.1. Performance Security Deposit can be withheld or forfeited in full or in part, in case the supply order is not executed satisfactorily within the stipulated period.

14.2. Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

14.3. PSD shall be returned to the Supplier/Bidder without interest after completion of the contract.

15. Termination for Default:

15.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part, if

- i) The supplier fails to deliver any or all the goods/items within the time period specified in the Purchase order or any extension thereof granted by the purchaser;
- ii) The supplier fails to perform any other obligations under the contract and;
- iii) The supplier, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

15.2. In the event the Purchaser terminates the contract in whole or in part pursuant to Clause 15(1) the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

16. Termination for insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

17. Purchaser's Rights:

(i) The FSSAI reserves the right to award the contract to more than one Bidder for any of the items contained in price Schedule –Annexure V.

(ii) If a firm after award of the contract violates any of the terms and conditions or fails to honour the terms and conditions of the bid without sufficient grounds and within reasonable time does not rectify the said breach, it shall be liable for blacklisting for a suitable period. Security Deposit in the form of Performance Security Deposit shall be forfeited and encashed.

(iii) FSSAI reserves the right to purchase only certain items from the bidder/supplier.

(iv) The Rate Contract shall be valid for the period of one year from the date of awarding the Contracts. The Annual Rate Contract awarded as a result of this Tender Enquiry will be in the nature of a Standing offer. Actual Supply Order may be placed from time to time against the Rate Contract concluded. No guarantee can be given as to the minimum or actual services usage.

18. Mode of Payment: Payment shall be made only through NEFT/ RTGS. The bill in duplicate with proof of delivery of goods may be sent to this office for settlement after delivery of the material has been effected satisfactorily. The payment will be made within 15 days from the date of receipt of the bill(s). For claiming the payment the following documents are to be submitted along with the bill:

- (i) Purchase/Supply Order;
- (ii) Delivery Challan and Proof of delivery; and
- (iii) Bills in duplicate duly pre-receipted

No payment shall be made in advance or loan from any bank or financial institution shall be recommended on the basis of the award of work. No payment will be made for goods rejected. In case of delay in payment, the supplier/bidder shall not be liable to claim any interest from FSSAI/Purchaser.

19. Purchase Order:

i) The demand for items as mentioned in the price schedule Annexure-V will be given to the tendering Bidder by way of Purchase Order from time to time during the contract period. FSSAI reserves the right not to place orders for all of the items and also to procure items monthly or as per requirement.

ii) The supply order may be given for single or bulk items and Agency will have to supply them immediately but not later than the period as stipulated in the Purchase Order.

iii) The items will be supplied at the destination location (Place) as stated in the Purchase Order.

iv) FSSAI shall be the sole authority to cancel/amend any order, as per requirement, and also to place order for supply of items beyond office hours/holidays/place of supply (within Delhi) for which, no additional payment shall be made.

20. Supply in original packing: The items (wherever applicable) shall be supplied in original packing from the manufacturer clearly indicating quantity no. name of company, manufacturing date and Price. The supply shall be completed as prescribed in Purchase Order.

21. Period of Delivery: Delivery of goods shall be made by the supplier within **one (1) week** of placing of purchase order. *Further, in case of emergent requirement he/she has to supply the required quantity of goods within 24 hrs of placing of purchase order also.* However, the indent will normally be on monthly basis and the vendor will supply the indented quantity accordingly. The goods shall be delivered free of cost to the destination as stipulated in the Purchase Order.

22. Validity of rates: Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered as non-responsive.

23. Inspection: The inspection of the materials shall be carried out by authorized representative of FSSAI at its store. That in case of damaged / defective / duplicate items, the same shall be returned for replacement, irrespective whether the damage/defection/duplication was noticed at the time of supply/inspection /usage of materials. In case the goods/stores/articles are not replaced as per requisite quality /standard, FSSAI shall not bear the cost of the damaged/defective/duplicate goods/articles/stores supplied to FSSAI. FSSAI's decision shall be final and binding on the bidder/supplier.

24. Sub-Contract of work: The firm shall not assign or sub-contract the work or any part of it to any other person or party without having first obtained in writing from the AD(GA), FSSAI, New Delhi ,which FSSAI will be at liberty to refuse.

25. Guarantee / Warranty: The supplier shall guarantee that the stores, articles sold/supplied to the purchaser under this contract, shall be of the best quality and new in all respects. These shall be strictly in accordance with the specification and particulars contained/ mentioned in the Tender enquiry. The

supplier shall guarantee that the said goods/stores/ articles would continue to conform to the description and quality aforesaid for a period of twelve months. In case of supply of sub-standards goods/article, supplier has to replace the same without any cost. In this regard, the decision of FSSAI/Purchaser shall be final and binding on the supplier.

26. Liquidated Damages:

26.1. The date of delivery of the goods /stores /articles, stipulated in the acceptance of the purchase /supply order should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should however, deliveries be made after the expiry of contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 26.2 below.

26.2. The items as per the approved specifications should be supplied within seven days after receipt of the purchase / supply order, failing which a penalty will be imposed (equal to 1% of the indent cost per day, if the delay is attributable to the supplier).

27. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

27.1. "Force Majeure" shall mean any event beyond the control of FSSAI or of the Bidder, 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;
- and
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not 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:

- 27.2. the date of commencement of the event of Force Majeure;
- 27.3. the nature and extent of the event of Force Majeure;
- 27.4. the estimated Force Majeure Period,

27.5. 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.

27.5. 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.

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

28. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

28.1. 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 Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the FSSAI in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

28.2. 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 Delhi.

Technical Bid

[For the tender for Annual Rate Contract for supply of Stationery items]

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
9. Bidder's bank, its address and Account Number .
.....
.....
.....
10. Permanent Income Tax number, Income Tax Circle
(Please attach copies of income tax return for last three years Assessment Years i.e. 2013-14, 2014-15 and 2015-16)

11. TIN / VAT Number
(Please attach copies of TIN / VAT Registration Number)
12. Particulars of EMD
- i) Demand Draft / Bank Guarantee No.....
 - ii) Date.....
 - iii) Name of Bank.....
 - iv) Address of Bank.....
 - v) Validity of BG/DD.....
13. Particulars of Tender Fee
- i) Demand Draft No.
 - ii) Date.
 - iii) Name of Bank.....
 - iv) Address of Bank.
 - v) Validity of DD.....

UNDERTAKING

1. I/We, 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/us 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 FSSAI to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I/We hereby undertake to provide the services as per the directions given in the tender document/contract agreement.
5. I/We hereby certify that none of my relative(s) is/are employed in FSSAI. In case at any stage, it is found that the information given by me is false/incorrect, FSSAI office shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder



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Food Safety and Standards Authority of India
FDA Bhawan, New Delhi - 110 002

ANNEXURE -II

**FORM FOR FINANCIAL CAPACITY
(in the similar business)**

Description	Financial years		
	2013-14	2014-15	2015-16
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder



F. No. 07-01/GA/2015-16-FSSAI
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FDA Bhawan, New Delhi - 110 002

Annexure: III

PERFORMANCE STATEMENT FOR THE PAST THREE YEARS
2013-14, 2014-15 and 2015-16

Contract No.	Description of Stores	Quantity	Value	Original Delivery Period	Quantity supplied within original DP	Last supply position	Present position with reasons for delay

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder



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ANNEXURE-IV

DECLARATION

From:-

M/s.....
.....
.....

To

The AD(GA),
Food Safety and Standards Authority of India,
03rd Floor, FDA Bhawan, Kotla Road
New Delhi-110002

Dear Sir,

I, _____ Son/Daughter/Wife of Shri _____
Proprietor / Director/ Authorized Signatory of the agency / Firm, mentioned
above, is competent to sign this declaration and execute this tender document.

2. I/We further undertake that none of the Proprietor/Partners/Directors of
the firm was or is Proprietor or Partner or Director of any firm which the
Government has banned / suspended business dealings. I/We further undertake
to report to the AD(GA), FSSAI immediately after we are informed but in any case
not later 15 days in which Proprietor / Partners / Directors are Proprietor or
Partner or Director of such a firm which is banned/suspended in future during
the currency of the Contract with you.

3. The information / documents furnished along with the above application
are true and authentic to the best of my knowledge and belief. I / we, am / are
well aware of the fact that furnishing of any false information / fabricated
document would lead to rejection of my tender at any stage besides liabilities
towards prosecution under appropriate law.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder



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ANNEXURE-V

FINANCIAL BID

Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
1.	Bilt Matrix 5 Subject Note Book A-5 Size	Per piece	20 nos.			
2.	Bilt Matrix 5 Subject Note Book A-4 Size	Per piece	20 nos			
3.	Calculator Casio MJ-120 12 digit (Medium Size)	Per piece	50 nos.			
4.	Calculator Casio DJ-240D Plus (Big Size)	Per piece	50 nos.			
5.	CD mailer Standard with bubble (01 pkt contains 10 pieces)	Per pkt.	50 nos.			
6.	Cello Tape 1" Transparent Omex, solo or equivalent	Per piece	350 nos.			
7.	Cello Tap 2" Transparent Omex, solo or equivalent	Per piece	350 nos.			
8.	Cello Tap 3" Transparent Omex, solo or equivalent	Per piece	350 nos.			
9	Cello Tap Dispenser 1" Omex, solo or equivalent`	Per piece	50 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
10	Cello Tap packing tape (brown) 48mm x 50 mtr. Omex, solo or equivalent`	Per piece	200 nos.			
11	Post it make flags (Fluorescent Prompts 75 x 25mm)	Per Pkt.	700 nos.			
12	Post it make pad (Yellow slip) (3" x 3")	Per pkt.	400 nos.			
13	Post it pad make (Yellow slip) (3" x 6")	Per Pkt.	200 nos.			
14	Sketch Pen Pkt. (01 pkt contains 12 pcs) Luxor or equivalent	Per Pkt.	50 nos.			
15	Correction Pen 7ML (Faber Castle) or equivalent	Per Piece	300 nos.			
16	Glue stick 15 gm (Luxor /Faber Castell/Fevistck)	Per Piece	600 nos.			
17	Fevicol White Adhesive of 30 gm. Per tube	Per piece	100 nos.			
18	Gum Bottle (Large 700ml)(Camel) or equivalent	Per piece	50 nos.			
19	Highlighter different colour (FaberCastle/ Camlin/solo/luxer)	Per piece	600 nos.			
20	Tissue Paper Box (Mistique)or equivalent	Per box	300 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
21	Tissue paper packet (Mistique) or equivalent	Per pkt.	300 nos.			
22	Punch single nose (Kangaroo FP20)	Per piece	200 nos.			
23	Punch (double nose) Kangaroo DP 800 with ruler	Per piece	150 nos.			
24	Punch (double nose) Kangaroo DP 700 with ruler	Per piece	150 nos.			
25	Sharpener Natraj or equivalent	Per piece	500 nos.			
26	Gem clip Vinyl coated (pack of 100 individual clips) 30 mm solo or equivalent	Per pkt.	200 nos.			
27	Pin Holder (Magnetic) any brand	Per piece	100 nos.			
28	Carbon Paper "Black/Blue" A-4 Size kores (Pkt of 100 sheets)	Per pkt.	50 nos.			
29	Plastic Scale 12" faber castle or equivalent	Per piece	150 nos.			
30	Steel Scale 12" faber castle or equivalent	Per piece	150 nos.			
31	Damper/sponge	Per piece	150 nos.			
32	White Board Duster any brand	Per piece	20 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
33	File Tag cotton (Good quality) 6 inch white (100 tags of a pkt)	Per pkt.	100 nos.			
34	File Board (Neelgagan) or equivalent	Per piece	7000 nos.			
35	Dak Pad Neelgagan or equivalent	Per piece	150 nos.			
36	Duster (plain white Cloth) (21" x 21") Regular Size	Per dozen	500 nos.			
37	Duster plain (Yellow cloth)(21" x 21") Regular size	Per dozen	100 nos.			
38	Calling bell with remote (Full Wireless) Anchor or Havels make	Per piece	50 nos.			
39	Visiting card Holder Medium Size faber castle or equivalent	Per piece	50 nos.			
40	Visiting card Holder A-4 Size faber castle or equivalent	Per piece	50 nos.			
41	Visiting card stand acrylic solo or equivalent	Per piece	50 nos.			
42	Scissor (Small 7") Kebica or equivalent	Per piece	100 nos			
43	Scissor (Medium 9") Kebica or equivalent	Per piece	50 nos.			
44	Paper Cutter (Medium) (Kebica) or equivalent	Per piece	50 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
45	Binder Clip 25 mm size (12 pcs per pkt) faber castle or equivalent	Per pkt.	300 nos.			
46	Binder Clip 41 mm size (12 pcs per pkt.) faber castle or equivalent	Per pkt.	200 nos.			
47	Binder Clip 51 mm size (12 pcs per pkt.) faber castle or equivalent	Per pkt.	200 nos.			
48	Battery Pencil Cell AA (Everyday/Nippo)	Per piece	200 nos.			
49	Battery Alkaline-AA Duracell	Per piece	50 nos.			
50	Battery Alkaline-AAA Duracell	Per piece	50 nos.			
51	Stapler pin 24/6 (Kangaroo)	Per pkt.	300 nos.			
52	Stapler pin small no. 10 (Kangaroo)	Per pkt.	500 nos.			
53	Stapler pin 23-17 (Kangaroo)	Per pkt.	100 nos.			
54	Staple Machine HD-45 Kangaroo	Per piece	100 nos.			
55	Staple Machine HP-45 Kangaroo	Per Piece	100 nos.			
56	Staple Machine No.HD-10-D Kangaroo	Per piece	200 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
57	Stapler Machine Heavy Duty HD 23S17 Kangaroo	Per piece	10 nos.			
58	Stapler Pin Remover Kangaroo	Per piece	50 nos.			
59	Bilt paper A-4 size white 100 gsm	Per pkt.	50 nos.			
60	Green Court paper legal size- (pkt of 500 sheets)	Per pkt.	50 nos.			
61	Copier Paper A4 size JK copier (75 GSM)	Per ream	2000 nos.			
62	Copier Paper F/S Legal Size JK copier 75 GSM	Per ream	200 nos.			
63	Pen Stand / Desk organizer (5 sections) solo or equivalent	Per piece	100 nos.			
64	Pencil (Triangular) HB ,Faber castle, Natraj or equivalent	Per piece	1500 nos.			
65	White Board Marker Luxor or equivalent	Per piece	50 nos.			
66	Permanent ink marker (Reynolds or equivalent (different colour)	Per piece	50 nos.			
67	Pen Pilot Pen V-5 Luxor (different colour)	Per piece	400 nos.			
68	Pen Ball Pens (Reynolds 045) fine carbure (different Colour)	Per piece	2000 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
69	Pen Ball pens Cello Griper (different Colour)	Per piece	600 nos.			
70	Pen Cello free flow Roller Gel Pen with printing of FSSAI name, logo and website address on it (per pc.) as per sample	Per piece	2000 nos.			
71	Pen Unibal (Eye Micro) UB 150 (Blue, Red, Green, Black)	Per piece	100 nos.			
72	Pen Add Gel Pen Achiever (Blue, Red, Green, Black)	Per piece	500 nos.			
73	Pen Unibal Jet Stream (different colours)	Per piece	100 nos.			
74	Rubber band (big size) 3" (500 gm pkt.)	Per pkt.	40 nos.			
75	Rubber band (small size) 1" (500 gm pkt.)	Per pkt.	40 nos.			
76	Engagement Stand acrylic (Big) A-4 Kebica or equivalent	Per piece	20 nos.			
77	Glossy Paper Pkt. of 50 sheets (210 GSM) Neelgagan or equivalent	Per pkt.	50 nos.			
78	Computer Labels stickers (10nos, 16 nos.) neelgagan or equivalent	Per pkt.	50 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
79	Telephone Index book A-5 (200 pages) solo or equivalent	Per piece	50 nos.			
80	Peon Book good quality A5-size any brand	Per piece	50 nos.			
81	Log Book register (600 pages) good quality any brand	Per piece	20 nos.			
82	Register Bound Excel Ruled (96 pages) Neelgagan or equivalent	Per piece	400 nos.			
83	Register Bound Excel Ruled (192 pages) Neelgagan or equivalent	Per piece	100 nos.			
84	Register Ruled (400 pages) Full Cloth binding Neelgagan or equivalent	Per piece	100 nos.			
85	Register Section Diary/Despatch Register (600 pages) good quality any brand	Per piece	20 nos.			
86	Register File Movement Register (600 pages) good quality any brand	Per piece	20 nos.			
87	Table Top Acrylic big size (24"x18") quality standard any brand	Per piece	10 nos.			
88	Table Top Wooden size	Per	10 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
	(24"x18") good quality any brand	Piece				
89	Plastic Paper Separator solo or equivalent	Per pkt.	20 nos.			
90	Plastic file Tray (Single layer) solo or equivalent	Per piece	50 nos.			
91	Plastic file Tray (Four layer) solo or equivalent	Per piece	20 nos.			
92	Plastic Folder L-Shape LF-101 (Transparent) solo or equivalent	Per piece	4000 nos.			
93	Plastic Folder with Button (document envelop) solo	Per piece	300 nos.			
94	Liver Box File Standard (Bun-chin no. 65/ Index file)	Per piece	300 nos.			
95	Plastic File Solo (2D Ring Binder A-4 Size)	Per piece	200 nos.			
96	Plastic File solo (2D Ring Binder F/S Size)	Per piece	200 nos.			
97	Plastic File Spring Cobra File (A-4 Size) solo	Per piece	200 nos.			
98	Plastic File Spring Cobra (F/S size) solo	Per piece	200 nos.			
99	Shorthand Note Book (Neelgagan) or equivalent	Per piece	200 nos.			
100	Spiral Note pad (No.	Per	1000 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
	66) Neelgagan or equivalent	piece				
101	Packing Cloth/marketing cloth (white) good quality any brand	Per meter	200 mtrs.			
102	Plastic Sutli heavy duty (01 kg packet) good quality any brand	Per pkt.	10 nos.			
103	Extra strong Thread Ball 500 gms ball good quality any brand	Per ball	10 nos.			
104	Poker (Sua) Steel good quality	Per piece	10 nos.			
105	Water jug (2 Ltr.) (in Plastic) Standard size good quality any brand	Per piece	50 nos.			
106	Glass Tumbler Medium (Borosil) (pack of 6 glasses)	Per set	100 nos.			
107	Glass Tumbler Large(Borosil) (pack of 6 glasses)	Per set	100 nos.			
108	Pencil Triangular (Fabre Castle or equivalent) with printing of FSSAI name, logo and website address on it (as per sample)	Per piece	1000 nos.			
109	Note sheet pad green 100 gsm (Neelgagan) or equivalent with printing as per	Per pad	600 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
	requirement					
110	Envelope 11x5 inch (window in white 80gsm) with printing logo, address etc. and as per requirement (250 pcs per box)	Per box	5,000 nos.			
111	Envelope 11x 5 inch (without window 80gsm) with printing logo, address etc. and as per requirement (250 pcs per box)	Per box	10,000 nos.			
112	Envelope A-4 size cloth mounted (in white) with printing logo, address etc. and as per requirement (250 pcs per box)	Per box	5000 nos.			
113	Envelope File Size cloth mounted (in white) with printing logo, address etc. and as per requirement (250 pcs per box)	Per box	2000 nos.			
114	Letter Heads with Four colour printing & embossing Royal Executive bond 100gsm (01 pkt of 100 sheets)	Per pkt.	50 nos.			
115	Spiral Conference Pad (containing 15 sheets) with four colour printing as per sample	Per piece	1000 nos.			



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Sr. No.	Name of the item	Unit	Tentative Annual Qty. Required*	MRP per unit (Rs.)	Rate offered to FSSAI in Rs.	Rs. In words
116	Spiral Conference Pad (containing 40 sheets) with four colour printing as per sample	Per piece	1000 nos.			
117	Spiral writing pad (containing 60 sheets) with four colour printing as per sample	Per piece	1000 nos.			
118	File Cover with printing as per sample	Per piece	5000 nos.			
119	File Cover (Handmade) with printing as per sample	Per piece	5000 nos.			
120	Visiting cards with embossing & four colour printing 260 gsm texture (01 pkt. of 100 leaves)	Per pkt.	50 nos.			
121	Flip Chart white, ruled of 25 sheets oddy or equivalent	Per piece	50 nos.			
122	Eraser natraj or equivalent	Per piece	300 nos.			

Note:

1. The prices in the Financial Bid shall be inclusive of Excise Duty, Freight, Transportation, Packing, Forwarding, handling etc. but **exclusive** of any VAT 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.

2. No delivery charges shall be paid and the delivery is at FSSAI, FDA Bhawan, New Delhi.



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3. The basic unit price and the price being offered to FSSAI need to be individually indicated against each item mentioned in the prices schedule given in Annexure-V.

4. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to any variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive bid and the same will be rejected.

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder



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Annexure-VI

CHECK LIST

Please check whether all the below mentioned documents have been enclosed for participating in *the tender for Annual Rate Contract for supply of Stationery items*. The documents are to be submitted in descending order

Sr. No.	Particulars	Yes/No
1.	Tender Fee for Rs. 500/- in case of down loaded document	
2.	EMD for Rs. 20,000/-	
3.	Technical Bid (Annexure I - IV): Annexure - I - Bid Form (General Details) Annexure - II - Financial Capacity Annexure - III - Performance Statement Annexure - IV - Declaration (Blacklisting)	
4.	Registration Certificate	
5.	Copy of CST/VAT/TIN Registration Certificates	
6.	Copy of PAN Card	
7.	Copies of Income Tax return filed for last three Assessment Years.	
8.	Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2013-14, 2014-15 and 2015-16.	



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Sr. No.	Particulars	Yes/No
9.	Attested copy of supply orders issued by the Government Departments / PSUs in support of having experience shall be acceptable (copies of two purchase orders received from the Govt. Departments / PSUs during each of the last three years).	
10.	Signing and stamping on all the pages of the bid document by authorised persons	
11.	Any other document (Mention specifically)	
12.	Financial Bid (Annexure V)	
13.	Authorisation letter for attending bid opening	
14.	Check list	



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Annexure-VII

Contract Form

(To be made on Rs. 100.00 Non Judicial Stamp/E Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at New Delhi on the.....day
of.....Two Thousand Sixteen

BETWEEN

Food Safety and Standards Authority of India having its office at, represented through AD(GA), FSSAI (hereinafter called "FSSAI which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part.**

Second Part

M/s, having its registered office at represented through..... (hereinafter called the, Agency which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **Second Part.**

WHEREAS the "Client is desirous to engage the Agency for providing Stationery items to Food Safety and Standards Authority of India as per the terms and conditions stated below:-

1. The agency/supplier agrees to undertake to supply the branded Stationery items as per the requirement stated in the Limited Tender No. 07-01/GA/2015-16-FSSAI dated..... as per the rates quoted by the agency in the price schedule **(Annexure-V)**. The prices shall be inclusive of Excise Duty, Freight, Transportation, Packing, Forwarding, handling etc. but **exclusive** of any VAT 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.

2. The selected Agency services would be required to supply the Stationery items on regular basis to FSSAI on all working days between 09.00 Hrs. to 17.30 Hrs. No separate charges for delivery of goods would be paid by this office.



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3. Order for items shall be placed on requirement basis. Bills in duplicate for the items supplied by the selected Agency should be raised for payment. Payment shall be released only after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office. If any items are found to be defective, or not of the desired quality etc., the same shall be replaced by the selected Agency immediately for which no extra payment shall be made.
4. If the selected Agency fails to deliver the items or replace the defected items within the stipulated date and time, a penalty shall be imposed as per Clause 26.2 of the Tender Document and the actual cost paid to the outside agency by the FSSAI for the desired Stationery items shall be deducted from the firm's pending bills or Performance Security Deposit, as the case may be.
5. The Agency shall be bound by the details furnished by him/her to the FSSAI while submitting the tender or at subsequent stage. Upon selection of the Agency, if at any stage, the documents furnished by him/her is found to be false or the quality of the articles or rates are found of poor quality/ different specifications, it would be deemed to be a breach of terms of contract, the contract shall be terminated and performance security shall stand forfeited.
6. The rate quoted by the selected Agency, and as approved by the FSSAI, Delhi, shall remain valid throughout the period of contract and the request to increase the rates for any or all items, during the currency of contract, shall not be entertained at any stage.
7. The selected Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/ies without prior written consent of the FSSAI. If it is found that the firm has given sub-contract for supply of Stationery items on the basis of procurement/supply order, the contract shall stand terminated and the performance security shall stand forfeited.
8. Any complementary scheme offered by the manufacturer shall be provided to the FSSAI with no additional cost.
9. The contract shall be for a period of one year from the date of award of contract or as indicated in the letter communicating award of contract to the selected firm(s). The contract may be extendable year to year subject to satisfactory performance and mutually agreed upon by both the parties.
10. The FSSAI, Delhi reserves the right to place an order for supply of any items mentioned in the Financial Bid (**Annexure-V**) or otherwise, to any other firm(s).



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11. That the tender schedule, instructions to the bidders and terms and conditions, etc. shall also form part of the agreement. In case of conflict between this agreement and the tender, the terms and conditions of the tender shall prevail and be binding on the parties.

THIS AGREEMENT will take effect from..... day of.....Two Thousand Sixteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Delhi in the presence of the witness:

For and on behalf of the 'Agency'	For and on behalf of the "Food Safety Standards Authority of India (FSSAI)
Signature of the authorized Official	Signature of the authorized Officer
Name of the Official	Name of the Officer
Stamp / Seal of the Agency	By the said
SIGNED, SEALED AND DELIVEREDName on behalf of the "Food Safety Standards Authority of India, Delhi" in presence of
By the Said	Witness:.....
.....Name on behalf of the Agency	Name:.....
	Address:.....



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<p>in presence of Witness:.....</p> <p>Name:.....</p> <p>Address:.....</p>	
--	--



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Annexure-VIII

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No. :
Amount of Guarantee :
Favouring : Sr. Accounts Officer, FSSAI, payable at New Delhi
Guarantee period : From to
Guarantee Expiry Date :
Last date of Lodgement :

WHEREAS Food Safety and Standards Authority of India having its office at 3rd and 4th Floor, FDA Bhawan, Kotla Road, New Delhi – 110 002 (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*] (hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing Stationery items to Food Safety and Standards Authority of India” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Document*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other



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obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (hereinafter referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*]..... only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the



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- Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.



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- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank



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(Letter of Authorisation for attending Bid Opening)
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening)

To

The AD(GA),
Food Safety and Standards Authority of India,
03rd Floor, FDA Bhawan,
Kotla Road,
New Delhi-110002

**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

Authorized person to sign the bid Documents on behalf of the Bidder

Note: 1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

List of Agencies for stationery items

S.NO.	Name and address of the agency
1	M/s. National Cooperative Consumers' Federation of India (NCCF), Deepali Building" (5th Floor), 92, Nehru Place, NEW DELHI - 110 019. NCCF of India Ltd., NCUI Complex, 3, Siri Institutional Area, August Karanti Marg, Hauz Khas, New Delhi - 110016
2	M/s. KendriyaBhandar, Central Govt. Employee Consumer Co-operative Society Ltd., East Block, No. X, R.K. Puram, New Delhi-66. M/s KENDRIYA BHANDAR (Central Govt. Employees Cooperative Society Ltd.) Regd. Office: E-Wing, Pushpa Bhawan, Madangir Road, New Delhi - 110062.
3	M/s Sakhuja Stationers, 74, Shankar Market, Connaught circus, New Delhi - 110001
4	M/s Goyal Stationers, 433 Gali Robin Cinema, Old Sabzi Mandi, Delhi 110007
5	M/s Jagdish Traders, 4663, Charkhewalan, Gali Paswan, Chawri Bazar, Delhi - 110006, Near Chawri Bazar Post Office
6	M/s Hindustan Computer Paper Industries, 2393/103, 1st Floor, Chatta Shahji, <u>Chawri Bazar</u> , Delhi - 110006
7	M/s Jain File Product, 946-18/a, Chatta Shahji, <u>Chawri Bazar</u> , Delhi - 110006
8	M/s Sewa Enterprises, 39, 1 st Floor DSIDC, complex (Near Fly over) mata sundry road, New Delhi - 110002
9	M/s Vijay Stationery Mart, 18, Palika Place Annexe , Panchkuian Road, New Delhi 110001
10	M/s Shourya Sales Corporation, H.No. 237, IInd Floor, Lane 10, DDA Flats, Madangir, New Delhi- 110062
11	M/s Vishal Enterprises, 4471 nai sarak, Nai Sarak, Delhi - 110006, Near transformer
12	M/s Shree Balajee Enterprises, 1000/1, Chhabra Center, Sadar Bazar, Delhi - 110006, Pan Mandi
13	M/s Bishan Book Depot Stationers, Shop Number 1472, Main Road Market, Nai Sarak, Delhi - 110006, Opp Jogiwara
14	M/s P K Traders, Shop No HR 226/C, Gali No 4, SurajKund Road, Pul Prahladpur, Delhi - 110044
15	M/s Sita Ram Stationers, G-8-, Main road, South Extension 1, Delhi - 110049, Near

	archies
16	M/s Jain Gift And Stationery Mart, 25-C, Connaught Place, Delhi - 110001, Near PVR Plaza
17	M/s Asian Agencies Stationery Supplier, B-12, 15A/1, W.E.A., Karol Bagh, Delhi, 110005
18	M/s Delhi Stationery House, 2579, Nai Sarak, Near Chawri Bazar, Chandni Chowk, Nai Sarak, Balli Maran, Dai Wara, Old Delhi, New Delhi, Delhi 110006
19	M/s Gupta Stationary, Pahari Dhiraj, Sadar Bazaar, New Delhi, Delhi 110006
20	M/s Kirpa Ram Sethi & Sons, 89, Chawri Bazar Rd, Manohar Market, Chawri Bazar, Chandni Chowk, New Delhi, Delhi 110006
21	M/s Khalsa Stationers, 4129, Nai Sarak, Chandni Chowk, Nai Sarak, Balli Maran, Jogiwara, Old Delhi, New Delhi, Delhi 110006
22	M/s K. R. Stationers, Main Market, Block E, Hauz Khas, New Delhi, Delhi 110016
23	M/s SitaRam Stationers, J 5, Central Market Lajpat Nagar Part -2, New Delhi, Delhi 110024
24	M/s Filex Systems Pvt. Ltd., 4379/4b, Prakash House, Ansari Road, Darya Ganj, Opp. Sarvodaya Kanya Vidyalay, New Delhi, Delhi 110002
25	M/s Balaji Stationers, Building No. 22, 26A, Ground Floor, Aantriksh Bhavan, K G Marg, Connaught Place, New Delhi, Delhi 110001
26	M/s Anil Enterprises, 2289, 1 st Floor, Gali Bari Pahar Wali, DharamPura, Chawri Bazar, Delhi - 110006
27	M/s Mussadi Lal Chander Parkash, 5965, Gali Matkewali,, Sadar Bazaar, Near Qutab Road Chowk, New Delhi, Delhi 110006
28	M/s Satyam Enterprises, Shop No.3927, Nai Sarak Marg, Gali Satte Wali, Dai Wara, Chandni Chowk, New Delhi, Delhi 110006
29	M/s U. K. Printographics, 2289, Gali Bari Pahar Wali, Dharampura, Chawri Bazar, Delhi - 110006
30	M/s Trison International Pvt. Ltd., A-202 -1, Okhla Industrial Area Phase-1, New Delhi, Delhi 110020
31	M/s K.C Plastics (Office Stationery Wholesaler) 2546, Mahavir Bazaar,, Teliwara, Sadar Bazaar, Old Delhi,

	Delhi 110006
32	M/s JSK STATIONERY HUB, 4132, Gali Jain Mandir, Arya Pura, Subzi Mandi, New Delhi, Delhi 110007
33	M/s India Stationery Products Co, 3011/10, Bhagwan Ganj, Bahadurgarh Road, Sadar Bazaar, New Delhi, Delhi 110006
34	M/s Gupta Hardware & Stationery, Gangotri Vihar, Block K, West Ghonda, Shahdara, Delhi, 110053
35	M/s S and D International, 13/4350,, बहूजी गली, Deputy Ganj, Pahari Dhiraj, Sadar Bazaar, New Delhi, Delhi 110006
36	M/s Hulasrai Agrawal Slate Wale, 308, Sangatrashan St, Dariba Kalan, Chandni Chowk, New Delhi, Delhi 110006
37	M/s Naresh Pen Company, B-15, Flatted Factory Complex, Jhandewalan, New Delhi, Delhi 110055
38	M/s Singhal File Manufacturers, Shop No.4478, 2672/73, Nai Sarak, Roshanpura, Dai Wara, Chandni Chowk, New Delhi, Delhi 110006
39	M/s Mahajan Stationers, 11A/1Main Road, Maharaja Agarsen Marg, Kalkaji, Govindpuri, New Delhi, Delhi 110019
40	M/s Gulshan Rai Bir Sain Jain, 246, 28, Chawri Bazar Rd, Chawri Bazar, Nai Wala, Chandni Chowk, New Delhi, Delhi 110006
41	M/s Dharam Pal jain & Sons, 2577-Gali Sharvan, Maharvir Bazar, Teliwara, Sadar Bazaar, Delhi 110006
42	M/s Narula's Stationery, 6, Prithviraj Ln, Prithviraj Market, Khan Market, Rabindra Nagar, New Delhi, Delhi 110003
43	M/s Asian Agencies, Shop No. 1798/52, Hardhian Singh Road, Karol Bagh, New Delhi, Delhi 110005
44	M/s MS Computer Solutions & Stationery, S 362, First Floor, School Block, Shakarpur 110092
45	M/s Kishori Lal Agencies, 73 Chawri Bazar Delhi 110006 India