

**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: 19th October 2016

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 19th October 2016

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BRIFE INFORMATION ON BID DOCUMENT

| | |
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| Tender No. | 05-03/GA/2014-FSSAI dated 19 th October 2016 |
| Duration of Contract | One year from the date of agreement, which is extendable subject to satisfactory services |
| Last date and time of submission | Up to 1200 hours of 02 nd November 2016 |
| Date of opening Technical Bid | At 1500 hours of 02 nd November 2016 |
| Date of opening of financial bids those technically qualified | To be notified later |
| EMD | Rs.20,000/- 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 Authorized Officer, FSSAI Kolkata/ payable at Kolkata. |
| Cost of Tender Document | Rs. 500/- (Rupees five hundred only) |
| Validity of Bid | 120 days |
| Total number of pages of Tender Document | 46 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.20, 000- (Rupees twenty thousand only)

Tender Document Cost: Rs.500/- (Rupees five 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) (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 by 01.00 P.M on 02nd November 2016.
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. 500/- through Bank Draft/Pay Order Authorized Officer, FSSAI, Kolkata, payable at Kolkata on any working day between 10.00 am to 3.00 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. 500/- through Bank Draft/Pay Order 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 on 02nd November 2016 at 1500 hours 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 19th October 2016

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 performance security 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 black listed 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, its address and his current account number
.....
.....

- 10. Permanent Income Tax number, Income Tax circle

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

- 11. Service Tax Number.....

(Please attach copies of Service Tax 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, 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/incorrect, 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.500/-** through Bank Draft/Pay Order in favour of Authorized 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.500/-** through Bank Draft/Pay Order 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 due 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 established at least five years ago. A proof for supporting the legal validity of the bidder shall be submitted.
- b) **Financial Capacity:** The bidders should have the minimum turnover of Rupees 20 Lakhs each in the last 3 financial years in the similar business of providing hired vehicles services (2012-13, 2013-14 and 2014-15). Relevant proof in support shall be submitted.
- c) **Registration:** The bidder should be registered as Transport / Tourist Services Provider in a State / Central / reputed MNC/ Private Sectors as well as in the Income Tax, Service Tax 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 03 years (the period to be reckoned from January 2013 till December 2015). Relevant proof in support shall be submitted.
- e) The bidder shall ensure that the vehicles should not be more than 2 years old (i.e. 2014 & 2015) as on the date.

2.1 **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 2012-13, 2013-14 and 2014-15.
- (iii) In proof of having fully adhered to minimum eligibility criteria, attested copy of PAN and Service Tax shall be acceptable.
- (iv) Attested copy of work orders along with work completion certificates/ongoing work certificates (starting from January 2013 till December 2015) 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. 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 Authorized Officer, FSSAI Kolkata payable at Kolkata. The validity of the Demand Draft/FDR or Banker's Cheque must be up to 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 security 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 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 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.20,000/-.
- 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, super scribed as "Technical Bid for Tender No. 05-3/GA/2014-FSSAI dated 19th October 2016 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, super scribed "**Financial Bid** for Tender No. 05-03/GA/2014-FSSAI dated 19th October 2016 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 super scribed.
- 6.2 The Bid shall be submitted not later than 1200 hours of 02nd November 2016 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 02nd November 2016 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 bid.
- 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 remained 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 in complete form, 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. PROCEDURE FOR OPENING FINANCIAL BID AND DETERMINATION.

- 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 bids 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) 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, 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 (BID SECURITY)

- 13.1 The Earnest Money Deposit of the unsuccessful bidders in the *technical Bids* shall be returned along with their unopened financial bids within ten (10) days after opening of the eligible financial Bids.
- 13.2 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.
- 13.3 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.

SECTION-6

[GENERAL CONDITIONS OF CONTRACT (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 in its premises. |
| Notice to Proceed | Shall mean the date at which the hired vehicles services are to commence in Client’s premises |
| 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 in Client’ premises 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 (SECURITY DEPOSIT/BANK GUARANTEE)

- 2.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Security in the form of a Bank Guarantee / Fixed Deposit of any nationalized 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 Authorized Officer, FSSAI Kolkata payable at Kolkata.
- 2.2 The Bank Guarantee 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 contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee 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 (Bank Guarantee) from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide hired vehicles services in 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 Bank Guarantee 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 empanelled Suppliers.
- 6.2 Submission of Performance Security (Bank Guarantee) in accordance with Clause - 2 (Section-6)

7. CONTRACTOR'S OBLIGATIONS

- 7.1 The empanelled 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 in 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 employees 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 in Client's office below the age of 18 years old.
- 7.8 The contractor shall at the 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-Contract or Sub-let, transfer or assign the contract or 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 Contract or 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 black listing 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 any service tax, 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 endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor. The Contractor should provide the copy of challan in respect of the service tax deposited with the Government along with the Invoice/bill.

- 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 requires 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

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 12.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable 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:
- 12.3 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 Bank Guarantee submitted by the Contractor shall be forfeited and encashed.
- 12.4 The Contractor does not provide hired vehicles services satisfactorily as per the requirements of the client or / and as per the Schedule of requirements
- 12.5 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:-

(i) 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

(ii) 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 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 in case 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 liable to be terminated. Security Deposit / Performance Bank Guarantee shall be forfeited and Bank guarantee will be 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 contractor and/ or for all types of losses causes 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 contractor 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/ 08 Hours duration.
- 3.3 “ Half day” shall imply a run of hired vehicles up to 50 kilometers / or 4 hours duration
- 3.4 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.
- 3.5 **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).**
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 Parking and Toll Charges, if any, may be claimed be 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/ Budge- Budge Port | Total number of vehicles |
|-------|--|---|--|-----------------------------|--------------------------|
| 01. | MUV/SUV like Scorpio/ TATA Sumo/Toyota Innova/Chaverlet Tavera or equivalent | 01 | 01 | 01 | 03 |

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.

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SECTION-9
[PRICE SCHEDULE]

| S.No | Particulars | TATA Sumo | | Scorpio/ Qualis/ Innova | |
|------|---|-----------|--------|----------------------------|--------|
| | | Ac | Non Ac | Ac | Non Ac |
| 1 | Full Day-100Km & 08 hrs | | | | |
| 2 | Extra per Km | | | | |
| 3 | Extra per hour | | | | |
| 4 | Night Charge from 11.00PM to 5.00AM | | | | |
| 5 | Out station Travel rate with minimum 200km 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 / 08 hours duration and half day shall be of 50 kms / 04 hours duration as specified in the tender document.
- (vii) The price in the price schedule shall be exclusive of any service tax.

Signature of Bidder with office Seal
Name of Person submitting Bid

Place:
Date:

SECTION-10
FORMS

- | | | |
|---------------------|------------------|--|
| Section 10.1 | FORM-I- | BID SECURITY FORM (To be used for EMD in case submitted by Guarantee) |
| Section 10.2 | FORM-II- | FORM FOR FINANCIAL CAPACITY |
| Section 10.3 | FORM-III- | ARTICLES OF AGREEMENT |
| Section 10.4 | FORM-IV- | PERFORMANCE BANK GUARANTEE |
| Section 10.5 | FORM-V- | LETTER OF AUTHORISATION FOR ATTENDING |

FORM-I
BID SECURITY FORM

No.....

Date.....

To

Joint Director.....(hereinafter called “The Owner)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
Benfish Tower, 6th Floor, 31-GN Block,
Salt Lake, Sector-V, Kolkata-70091.

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing hired vehicles services vide Tender No. 05-03/GA/2014-FSSAI dated 19th October 2016 KNOW ALL MEN by these presents that WEof having our registered office at Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of Rs. _____/- (Rupees _____ only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

2. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
3. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - a) fails or refuses to execute the Contract, if required; OR
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders; OR
 - c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in para-4 of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness

Signature of the Bank Authority
Name Signed in capacity of
Full address of Branch Tel No. of Branch
Fax No. of Branch

FORM-II**FORM FOR FINANCIAL CAPACITY**
(in the similar business of providing hired vehicles)

| Description | Financial | | |
|----------------------------|------------------|----------------|----------------|
| | 2012-13 | 2013-14 | 2014-15 |
| Annual Turnover | | | |
| Net Worth | | | |
| Current Assets | | | |
| Current Liabilities | | | |
| Total Revenues | | | |
| Profit Before Taxes | | | |
| Profit After Taxes | | | |

FORM-III**CONTRACT AGREEMENT NO 05-03/GA/2014-FSSAI**

THIS AGREEMENT is made on between 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 of the One Part,

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 WITNESSTH as follows:

- I. **WHEREAS the** Client invited bids through open tender, vide Notice Inviting Tender dated 19th October 2016 for availing hired vehicles services at its office under tender No. 05-03/GA/2014-FSSAI.
- II. **AND WHEREAS** the Contractor submitted his bid v 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
- II **AND WHEREAS** the client has M/s as Contractor pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- 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 of 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 in the clients premises, 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 Bank Guarantee, Bank Guarantee)
 - (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 WHEREOF** the parties hereto 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-IV

PERFORMANCE BANK GUARANTEE

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

Bank Guarantee No :

Amount of Guarantee:

Favouring: Authorized Officer, FSSAI, Kolkata, payable at Kolkata.

Guarantee Period: From to..... Guarantee

Expiry Date :

Last date of Lodgment:

WHEREAS FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA having its office at Kolkata (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 the performance, execution and providing of hired vehicles services(**“Hired Vehicles Services”**) 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 Documents*] 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 Kolkata for an amount equal to 10% (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 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*] (here in after 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 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 affected.

- (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 Kolkata 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.
- (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]

FORM-V**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 receive

SECTION-11**[CHECK-LIST]****CHECK LIST ON PREPARATION OF BIDS**

| Sl. No. | Particulars | YES/N |
|----------------------|--|--------------|
| 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? | |
| TECHNICAL BID | | |
| 3. | Have you enclosed the EMD of Rs.28,800/- in the Technical Bid ? | |
| 4. | Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents? | |
| 5. | Have you attached proof of having met 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, Service Tax: 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? | |

| FINANCIAL BID | | |
|----------------------|--|--|
| 8. | Have your financial Bid proposal is 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 ? | |

