



E- TENDER NOTICE

FOR

**APPOINTMENT OF CONTRACTOR
FOR SUPPLYING OF BLAZERS & TIES AT FOOD CORPORATION OF INDIA,
INSTITUTE OF FOOD SECURITY, INSTITUTIONAL AREA,
SECTOR 18, PLOT NO 87, GURUGRAM (HARYANA)**

(Visit us at website <http://eprocure.gov.in/eprocure/app>,
www.ifsweb.nic.in and www.fci.gov.in)

**The Director,
Institute of Food Security,
Food Corporation of India
Gurugram.**

**Phone-0124-4820400—425; Fax: 0124-2346392, 4820404
87, Institutional Area, Sector-18, Gurugram-122015
E-Mail: ifs.fci@nic.in**

CRITICAL DATES

Tender publish date and time	23.02.2017/ 11.00 am
Tender Document Download Start Date/time	23.02.2017/ 11.00 am
Date and time for pre bid meeting & sampling	27.02.2017/ 11.00 am
Tender Document Submission Start Date/time	01.03.2017/ 11.00 am
Tender Document Download End Date/time	09.03.2017/ 02.00 pm
Tender Document submission End Date/Time	09.03.2017/ 02.30 pm
Date and Time of online Technical Bid Opening	09.03.2017/ 03.30 pm
Place of opening the Technical Bid	FOOD CORPORATION OF INDIA, INSTITUTE OF FOOD SECURITY GURUGRAM, HARYANA

IMPORTANT NOTE:

1. Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring Bidders/ Suppliers who are not enrolled/registered in e-procurement should get enrolled /registered themselves before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at Annexure-A regarding 'Instructions for online Bid Submission'.
2. Tenderers can access Tender Documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.
3. Tenders and supporting documents should be submitted (on-line at <https://eprocure.gov.in/eprocure/app> through internet) within the prescribed date and time as mentioned in the e-Procurement portal. Hard copy of the Tender documents will not be accepted in any circumstances.
4. FCI is using services of Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>'.
5. The TECHNICAL BIDS shall be opened online at prescribed time and date as mentioned in the critical date sheet.
6. The Tenderers may contact 24X7 helpline No.1800 233 7315 with regard to technical issues relating to functioning of e-procurement platform.
7. Other details can be seen in the Tender Documents.
8. Each tender must be accompanied with Earnest Money as well as Tender Processing Charges as prescribed in the Tender Document. The Tenderers shall deposit EMD in the name of **FOOD CORPORATION OF INDIA** through RTGS/NEFT in the stipulated IFS, FCI's CC **A/c 10572582027** with **IFSC Code No.SBIN0001565 in State Bank of India, Mehrauli Road, Gurugram** and the scanned copy/soft copy of RTGS/NEFT Acknowledgement of such deposit shall be uploaded alongwith the Technical Bid. However, registered MSMEs are exempted from submission of EMD & Tender Processing Charges as per GOI public procurement policy.
9. Tenderers are advised to follow the instructions provided in the Tender Document for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>'.
10. The offers submitted would be governed by all the terms & conditions laid down in the prescribed Tender form and terms & conditions indicated herein.



11. Corporation reserve the right to give preference to any party registered as Small Scale Industries (SSI) unit with National Small Industries Corporation (NSIC) and holding a valid SSI/ KVI certificate for the Tendered product as per policy of Govt. of India from time to time.
12. Neither FCI nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
13. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority may reject the Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but non restricted to, cancellation of license.
14. FCI AT ITS SOLE DISCRETION MAY REQUIRE ANY Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as missing signature on the page, serial numbers, missing seal, Attestation etc,. It is further clarified that no new Document shall be accepted.
15. The Tender value is estimated at Rs. 5,00,000/- (Rupees Five Lakh only).

Note: If the date fixed for opening of Tenders is subsequently declared a holiday, the Tenders will be opened on the next working day following the holiday but there will be no change in the time for opening as indicated above

1. Tender to remain open for acceptance up to and inclusive of **07.04.2017**
2. The Director, Institute of Food Security, Food Corporation of India, Gurugram may at his sole discretion, extend this date by a fortnight and such extension shall be binding on the Tenderers.
3. If the date up to which the Tender is open for acceptance is subsequently declared to be holiday, the Tender shall be deemed to remain open for acceptance till the next working day.

Price Bids of only technically qualified Tenderers shall be opened on a date to be intimated later on to the technically qualified parties only.

Tender processing charges is Rs.500/- (Rupees Five Hundred only). Tender Form can also be downloaded from <http://eprocure.gov.in/eprocure/app> and also from FCI website **Error! Hyperlink reference not valid.**

NOTE:

1. **The Director, IFS, FCI for and on behalf of Food Corporation of India reserves the right to reject any or all Tenders without assigning any reason.**
2. **FCI will not enter into negotiation with any Tenderer including the Lowest Tenderer except parties registered as MSMEs as per GOI public procurement policy.**



Tender No. Genl./IFS/37(6)/HK/MT Uniform/17-18

Date: 23.02.2017

INVITATION TO e-TENDER

Telephone No.: 0124-4820403

Fax No.: 0124-4820404

Email : ifs.fci@nic.in

From: Director,
Food Corporation of India, Institute of Food Security,
Plot No-87, Institutional Area, Sector-18, Gurugram, Haryana

To

Sub: e-open Tender Notice for appointment of contractor for supplying of blazers & ties or Institute of Food Security, Food Corporation of India, 87- Institutional Area, Sector-18, Gurugram-122015– reg.

Sir/Madam

For and on behalf of the Food Corporation of India, the Director, Institute of Food Security, Food Corporation of India, Institutional Area, Plot No.87, Sector-18, Gurugram (Haryana) invites **online Open Tenders under Two Bid System at Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>)** for appointment of contractor for supplying of blazers & ties etc for Institute of Food Security, Food Corporation of India, 87- Institutional Area, Sector-18, Gurugram(Haryana) for a period of one year.

Director,
Food Corporation of India,
Institute of Food Security,
Plot No-87, Institutional Area, Sector-18,
Gurugram-122015



PART-A TECHNICAL BID

GENERAL INFORMATION TO TENDERERS

1. PREAMBLE OF TENDER

Institute of Food Security, Food Corporation of India located at plot No-87, Institutional Area, Sector-18, Gurugram(Haryana) is an prime Training Institute of Food Corporation of India and is mandated to develop the human resources through training programmes.

IFS invites e-tender notice under two bid system for appointment of contractor for supplying of blazers & ties etc. for Institute of Food Security, Food Corporation of India, 87- Institutional Area, Sector-18, Gurugram(Haryana) for a period of one year.

2. OBJECT OF THE CONTRACT

The Contractor shall have to supply blazers/ties (as per specifications) to Institute of Food Security, Food Corporation of India, Gurugram as per fit & size of individual Management Trainees.

The Contract, if any, which may arise from this Tender shall be governed by the terms and conditions of the Contract as set out in the **Invitation/ General Information** to the Tenderer and as given in this Tender Form and its **Annexures and Appendices**.

3. QUALIFICATION CONDITIONS FOR TENDERER

- I. The Experience of supplying blazers, ties, coats, uniforms to Govt. Department/Public Sector Undertaking/ Ltd. Companies/ Reputed Organizations such as Airlines, Five star hotels etc. during the last three completed financial years for a value of not less than 50% of the value of this tender. The experience certificate shall be produced from customers stating proof of satisfactory execution and completion of the supply contract(s) besides duly certifying period of contract.
- II. Tenderer must have NSIC Certification/ Manufacturing License or any such Registration as a manufacturer confirming that the tenderer is original product manufacturer and not the trader.

4. DISQUALIFICATION CONDITIONS

- I. Tenderer who have been blacklisted or otherwise debarred by FCI or any Department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years, whichever is earlier.
- II. Any Tenderer whose contract with the Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during last five years, will be ineligible.
- III. Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- IV. If the Proprietor /any of the Partners of the Tenderer Firm/any of the Director of the Tenderer Company have been, at any time, convicted by a court for an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- V. While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another Firm, or as Director of a Company etc.) will render the Tender disqualified.



VI. **A Hindu Undivided Family shall not be entitled to apply for Tender. Any Tender submitted in the capacity of Hindu Undivided Family shall be summarily rejected.**

5. INSTRUCTIONS FOR SUBMITTING TENDER

The instructions to be followed for submitting the Tender are set out below:

- (a) The Tenderer must fill up and sign the forwarding letter in the format given in Appendix-II and also furnish full, precise and accurate details in respect of information asked for in Appendix-III attached to the Tender.
- (b) **Signing of Tender**
 - (i) Person(s) signing the tender shall state in what capacity he/she is, or they are signing the tender, e.g., as sole Proprietor of the firm, or as a Secretary/Manager/Director etc., of a Limited Company. In case of Partnership firm, the names of all partners should be disclosed and the tender shall be signed by all the partners or by their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the Contract. The original or an attested copy of the registered Partnership Deed should be furnished along with the tender. In case of Limited Company, the names of all the Directors shall be mentioned, and a copy of the Resolution passed by the Company authorizing the person signing the tender to do so on behalf of the Company shall be uploaded with the tender along with a copy of the Memorandum and Articles of Association of the Company.
 - (ii) The person signing the tender, or any documents forming part of the tender, on behalf of another, or on behalf of a registered firm shall be responsible to produce a proper Power of Attorney duly executed in his/her favour, stating that he/she has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. **IF SCANNED COPY OF SAID POWER OF ATTORNEY IS NOT UPLOADED ALONGWITH TENDER, THE TENDER SHALL BE SUMMARILY REJECTED WITHOUT PREJUDICE TO ANY OTHER RIGHT OF THE CORPORATION UNDER THE CONTRACT AND LAW.**
 - (iii) The Power of Attorney should be signed by all the Partners in the case of a Registered Partnership Concern, by the Proprietor in the case of proprietary concern, and by the person who by his signature can bind the company in the case of a limited company. The entire tender document must also be signed on each page by the authorized person.

6. EARNEST MONEY DEPOSIT

- (i) Each Tender must be accompanied by an **Earnest Money of Rs.10,000/- (Rupees Ten Thousand only) and Tender Processing Fee of Rs.500/- (Rupees Five Hundred only)**. The tenderers shall deposit the EMD & Tender Processing Fee through RTGS / NEFT in the stipulated FCI's CC A/c **10572582027** with **IFSC Code No.SBIN0001565 in State Bank of India, Mehrauli Road, Gurugram** and the scanned copy/ soft copy of RTGS/NEFT acknowledgement of such Deposit shall be uploaded alongwith the Technical Bid. Tender not accompanied by Earnest Money as well as Tender Processing Fee in the form prescribed above shall be summarily rejected. The Tenderer shall be permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his Tender, for any reason whatsoever during the tender process, or any of the information furnished by him/her is found to incorrect or false, the Earnest Money deposited by him shall stand forfeited, without prejudice to any other rights and remedies of the Corporation under the Contract and Law, and the Tenderer will be liable for any loss suffered by the Corporation on account of his withdrawal / modification etc. besides forfeiture of EMD. He will also be debarred from participating in any other tender Enquiry with FCI for a period of **five years**.



- (ii) The Earnest Money will be returned to all unsuccessful Tenderer within a period of 30 day from the date of issue of the acceptance letter and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However, in case the tender is disqualified during technical evaluation, the earnest money will be refunded within 15 days of technical disqualification of the tenderer. No interest shall be payable on Earnest Money, in any case.
- (iii) The tenderer registered with MSME shall be eligible for exemption of EMD & Tender Processing Charge as stipulated by Govt. of India from time to time.

7. SECURITY DEPOSIT

- (a) (i) The successful Tenderer shall furnish, within seven days of acceptance of his/her tender, a Security Deposit of Rs.25,000/-(Rupees Twenty Five Thousand only) for the due performance of his obligation under the Contract. Security Deposit will be accepted in the name of **FOOD CORPORATION OF INDIA** through RTGS/NEFT in the stipulated IFS, FCI's CC **A/c 10572582027** with **IFSC Code No.SBIN0001565** in the **State Bank of India, Mehrauli Road, Gurugram**.
- (ii) The Corporation will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- (b) If the successful Tenderer had previously held any Contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.
- (c) The Security Deposit will be refunded to the Contractor on due satisfactory performance of the services, and on completion of all obligations by the Contractor under the terms of the Contract, and on submission of a 'No Demand Certificate', subject to such deduction from the Security as may be necessary for recovering the Corporation's claims against the Contractor. The Corporation will not be liable for payment of any interest on the Security Deposit.
- (d) In the event of the Tenderer's failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another Contractor on his risk & cost. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Contractor will be recovered from the Contractor, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The contractor will also be debarred from participating in any future tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future tenders of the Corporation provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the Contractor/Party.

8. DOCUMENTS REQUIRED TO BE ATTACHED WITH TENDER

- i. No documents are to be uploaded with the **Price Bid**. The Scanned copy of proof of Earnest Money & Tender Processing Charges together with the following documents is to be uploaded with **Technical Bid** only.



- ii. Duly completed Technical Bid (Part-A) of the Tender Documents with earnest money. The intending Tenderer should upload the following documents (in a serial clearly indicating the name of document) with Technical Bid duly signed by the authorized signatory. The Technical Bid shall be summarily rejected if any of the following documents is not furnished along with Experience Certificate & EMD of Rs.10,000/- (Rupees Ten Thousand only) by the Tenderer with the Technical Bid.
 - a. Scanned copy of Income Tax PAN Card (Attach copy)
 - b. Scanned copy of Allotment letter of Service Tax Registration No. (Attach copy). In case, Service Tax registration certificate not available, then an undertaking mentioning therein assurance of submission of same within reasonable time period as decided by this office, may be given.
 - c. Documentary proof such copy of NSIC Certificate / Manufacturing Licence/ proof of registration as a manufacturers confirming that the tenderer is original product manufacturers and not the trader.
- iii. Tenderer must give the Scanned copy of documentary proof of experience as per qualification conditions for Tender clause- 3 of General Information to Tenderer.
- iv. Other documents mentioned under different clauses of Technical Bid i.e. Power of Attorney, Registered Partnership Deed/ Copy of Memorandum of Association, Article of Association etc. as per applicability.
- v. Sample cloth both for blazer & tie as per specification.

9. SUBMISSION OF TENDER :-

- (a) The tender shall be submitted online in Two Parts viz Technical Bid and Price Bid.
- (b) All supporting documents except tender document have to be scanned and uploaded in Technical Bid. **Price bid as in Part-B** has to be scanned, encrypted and uploaded at the requisite places in the e-procurement system.
- (c) The packet in online containing the Technical Bid shall include the following:
 - (i) Scanned copy of All the Annexures & Appendices of Tender document duly signed on each page by the tenderer should be scanned and uploaded in e-procurement portal.
 - (i) Scanned copy of Earnest Money Deposit & Tender Processing Charges details along-with receipt, if any.
 - (ii) Scanned copy of all documents as per Appendix-III and Clause-8.
- (d) Tenderer which do not comply with these instructions or conditional tenders shall be summarily rejected.
- (e) Tenders should be uploaded / submitted through e-procurement at <https://eprocure.gov.in/eprocure/app>. Manual bids/Hard copy of the tender documents will not be accepted. However the successful tenderer will have to submit the original hard copy of Tender Document duly signed on each page of Tender Document alongwith annexures/appendices duly attested on or before the date & time stipulated by FCI, failing which the EMD furnished by the Bidder is liable to be forfeited and further that the award of Contract through the letter of acceptance will be issued to the successful tenderer only after he fulfils this requirement.
- (f) The supporting documents shall be scanned and uploaded by the tenderer clearly, neatly and accurately in readable format. Any alteration, erasures or overwriting on the supporting documents should be duly initialed by the authorized signatory.
- (g) Tender not accompanied by all the appendices/annexures intact and duly filled in and signed shall be summarily rejected.
- (h) It should be clearly understood by the Tenderers that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the Tender.



- (i) Any attempt by tenderer to change the format of any of the supporting documents of the Tender Document while uploading or any attempt to tinker with the software of the portal will render his tender liable for cancellation and his subsequent blacklisting without prejudice to any other rights the Corporation may have under the Contract and Law.
- (j) The Tenderer not keeping offers open for the prescribed period are liable to be summarily rejected and their EMD will be forfeited. Offers qualified by such vague and indefinite expressions such as "Subject to immediate acceptance" , "subject to prior sale" etc. WILL NOT be considered. Conditional Tenders would be summarily rejected and EMD would be forfeited in case of any conditional Tender.

10. OPENING OF TENDERS

The Technical Bid will be opened online first, in the Office of the Director, Food Corporation of India, Institute of Food Security, Gurugram at the fixed time and date indicated in the NIT. The Tenderer will be at liberty to be present either in person or through an Authorized Representative at the time of opening of the Technical Bid with the Bid Acknowledge Receipt or they can view the bid opening event online at their remote end. Price Bids of only those Tenderers shall be opened who will qualify Technical Bid, at a time and place as prescribed in NIT. The Tenderer technically qualified will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids with the Bid Acknowledgement Receipt or they can view the bid opening event at their remote end on the e-procurement portal.

11. CORRUPT PRACTICES

Any bribe, commission, or advantage offered or promised by or on behalf of the Tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer may incur) debar his Tender from being considered. Canvassing on the part of or on behalf of the Tenderer will also make his Tender liable to rejection.

- 12.** Food Corporation of India reserves the right to reject any or all the Tenders without assigning any reason. The successful Tenderer will be intimated of the acceptance of his Tender by a letter/ email.

- 13.** In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Department having appropriate jurisdiction or authority, for initiating necessary action including, but non restricted, to cancellation of license.

- 14.** FCI will not enter into negotiations with any Tenderer including the Lowest Tenderer except MSM parties as provided in GOI public procurement policy from time to time.

- 15.** If the information given by the Tenderer in the Tender Document and its Annexures & Appendices are found to be false /incorrect at any stage, Food Corporation of India shall have the right to disqualify/



Tender No. Genl./IFS/37(6)/HK/MT Uniform/17-18

Date: 23.02.2017

summarily terminate the Contract, without prejudice to any other right & remedies that the Corporation may have under the Contract and Law.

16. The tender value is estimated at Rs. 5,00,000/- (Rupees Five Lakh only) approximately.

Director
Food Corporation of India
Institute of Food Security
Gurugram

Annexure-A

TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLYING OF BLAZERS & TIES AT INSTITUTE OF FOOD SECURITY, FOOD CORPORATION OF INDIA, GURUGRAM, HARYANA.

I. DEFINITIONS

- (i) The term 'Contract' shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexure, Appendices, acceptance of Tender and such general and special conditions as may be added to it.
- (ii) The term 'Contractor' shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees, as the case may be.
- (iii) The term 'Contract Rates' shall mean the rates of payment accepted by the Director for and on behalf of the Food Corporation of India.
- (iv) The term 'Corporation' and the 'Food Corporation', wherever they occur, shall mean the Food Corporation of India established under the Food Corporations Act, 1964, and will include its Managing Director/Secretary, and its successor(s).
- (v) The term 'Director' shall mean Director of Institute of Food Security, Food Corporation of India, Gurugram under whose administrative jurisdiction, supply of blazers & tie services have to be provided.
- (vi) The term 'office' shall mean the Food Corporation of India, Institute of Food Security, Plot No. 87, Sector – 18, Gurugram (Haryana) belonging to or in occupation of the Corporation at any time.
- (vii) The term 'Services' shall mean performance or supplying any of the items of work enumerated in the Tender document or as may be indicated by the Director or an officer acting on his behalf.

II. PARTIES TO THE CONTRACT

- (a) The parties to the Contract are Contractor and the Food Corporation of India represented by the Director, Institute of Food Security, Gurugram and/or any other person authorized and acting on his behalf.
- (b) The person signing the Tender or any other documents forming part of the Tender, on behalf of any other person or a Registered Firm shall be deemed to warrant that he has the authority to bind such other person or the Registered Firm, as the case may be, in all matters pertaining to the Contract. If at any stage, it is found that the person concerned had no such authority, the Food Corporation of India may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory liable for all costs and damages.

- (c) Notice or any other action to be taken on behalf of the Food Corporation of India may be given/ taken by the Director or any officer so authorized and acting on his behalf.

III. CONSTITUTION OF CONTRACTORS

- (a) Tenderers shall, in the Tender, indicate whether they are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company. The composition of the Registered Partnership, or names of Directors of Company, as applicable, shall be indicated. The Contractor shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Contractor in respect of the Contract and his acts shall be binding on the Contractor.
- (b) If the Tenderer is a Registered Partnership Firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall be forthwith liable for termination treating it as breach of Contract by the Contractor with consequences following thereof.
- (c) The Contractor shall notify to the Corporation the death/resignation of any of their Partners/Directors immediately on the occurrence of such an event. On receipt of such Notice, the Corporation shall have the right to terminate the Contract.

IV. SUBLETTING

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof.

V. RELATIONSHIP WITH THIRD PARTIES

All transactions between the Contractor and third parties shall be carried out as between two principals without reference to the Corporation in any event. The Contractor shall also undertake to make third parties fully aware of the position aforesaid.

VI. BRIBE, COMMISSION, GIFT ETC.

An Act of bribe, gift or advantage, given, promised or offered, by or on behalf of the Contractor, or any one of their partners/Directors/Agents or officials, or any person on his or her behalf to any officer, officials, representative or agent of the Corporation, or any person on his or their behalf, for showing any favour or forbearing to show any disfavour to any person in relation to the Contract, shall make the Contractor liable for termination of this Contract or any other Contract with the Corporation and the contractor shall be liable to reimburse the Corporation of any loss or damage resulting from such cancellation.

VII. PERIOD OF CONTRACT

- (i) The Contract shall remain in force for a period of one year from the date of acceptance of offer of appointment for supply of blazers & Ties etc. or such later date as may be decided by the Director.
- (ii) The Director reserves the right to terminate the Contract at any time during its currency without assigning any reason thereof by giving 30 days' Notice in writing to the Contractor at the notified address and the Contractors shall not be entitled to any compensation by reason of such termination. The action of the Director under this clause shall be final, conclusive and binding on the Contractor.

VIII. LIABILITY OF CONTRACTOR FOR LOSSES SUFFERED BY CORPORATION

The Contractor shall be liable for all costs, damages, registration fees, charges and expenses suffered or incurred by the Corporation due to the Contractor's negligence and un-workmanlike performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out the work under the Contract, and for all damages or losses occasioned to the Corporation, or in particular to any property or plant belonging to the Corporation, due to any act, whether negligent or otherwise, of the Contractor or his employees. The decision of the Director, IFS regarding such failure of the Contractor and their liability for the losses, etc. suffered by the Corporation, and the quantification of such losses, shall be final and binding on the Contractor.

IX. SUMMARY TERMINATION OF THE CONTRACT

- (a) In the event of the contractor having been adjudged insolvent or going into liquidation or winding up his business or making arrangement with his creditors or failing to observe any of the provisions of this contract or any of the terms and conditions governing the contract, the Director, IFS shall be at Liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and law and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and to claim from the contractor any resultant loss sustained or cost incurred.
- (b) The Director, IFS shall also have without prejudice to other rights and remedies, the right, in the event of breach of the contract or any of the terms and conditions of the contract to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the Risk and Cost of the contractor and/ or forfeit the security deposit or any part thereof for the sum or sums due for any damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation due to the contractor's negligence or un-workmanlike performance of any of the services under the contract.

X. RECOVERY OF LOSSES SUFFERED BY THE CORPORATION DUE TO CONTRACTOR'S NEGLIGENCE AND UN- WORKMANLIKE PERFORMANCE OF SERVICES UNDER THE CONTRACT OR BREACH OF ANY TERMS THEREOF.

- (a) The Corporation shall be at liberty to reimburse themselves for any damages, losses, charges, costs or expenses suffered or incurred by them. The total sum claimed shall be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under this, or any other, Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Security Deposit, furnished by the Contractor. In case, the sum is not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.
- (b) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Director, IFS shall have the right to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation. The decision of the Director, Institute of Food Security, Food Corporation of India, Gurugram in respect of such damages, losses, charges, expenses or costs shall be final and binding on the contractor.

XI. RESPONSIBILITIES OF THE CONTRACTOR

1. Notwithstanding anything to the contrary contained in this Agreement, the Institute will have the right to review the working of the contract from time to time. The Director IFS, FCI, Gurugram or authorized representative shall have full power to examine the materials and workmanship at the contractor's work or at any other place from which the material is proposed to be manufactured/ supplied. This however shall in no way relieve the contractor of his responsibility for meeting the requirements of specifications. The authority has the right to get the material tested from renowned labs to determine whether or not the full intent of requirements of the specifications has been fulfilled. If the Contractor has failed to fulfill any of the terms and conditions of the contract or that his working is unsatisfactory, the Institute may terminate the Contract and make alternate arrangement for the unexpired/Leftover period of the contract at the Risk and Cost of the Contractor.
2. Supplying of Blazers & Ties within 25-30 days from the date of supply order.
3. The contractor shall comply with all bye-laws and regulations of local and statutory authorities having jurisdiction over the works and shall be responsible for payment of all fees and other charges.
4. The contractor shall indemnify the Director. IFS, FCI, Gurugram against all claims in respect of patent right, design, trademarks of name or other protected rights in respect of any material used for or in connection with the works or temporary works and against all claims, demands, proceedings, cost, charges and expenses whatsoever in respect of or in relation thereto. The contractor shall defend all action arising from such claims and shall himself pay all royalties licence fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

XII. SET-OFF

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Contractor with the Corporation.

XIII. VOLUME OF WORK

Subject as hereinafter mentioned, the Corporation does not guarantee any definite volume of work or any particular pattern of service, at any time, or throughout the period of the Contract. The mere mention of any item of work in this Contract does not by itself confer a right and/ or confirm any right to the Contractor to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him. However, as a rough estimate to Supply of approx. 250 blazers & approx. 250 ties as per specifications at Appendix-I in batches of Appox. 80 blazers & ties. We May require more Blazers & ties thereafter.

XIV. PAYMENT

- (a) The payments will be made by the Director, IFS, FCI, Gurugram on submission of the bills in duplicate. The bills shall have to be drawn up as per supply order. Sales Tax/VAT as applicable will be paid by office as per Govt. of India instructions and no any other tax. FCI will not entertain any claim whatsoever in this respect.
- (b) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

XV. RATES

- (i) Rates for each of the items of schedule of quantities shall be on lump sum basis for items delivered at site including all taxes and levies, duties, Transport, Transit insurance Octroi duty, State entry Tax, Packing & Forwarding/Loading & Unloading charges and all other miscellaneous charges except sales Tax/ VAT. Prices shall remain firm and free from variations due to rise and fall in the cost of materials, equipment, labour or any other reason whatsoever.
- (ii) The rates as quoted in price bid shall be applicable during the contract period including the extended period, if any. The rates quoted in the Price Bid will be treated as final for the period of the contract. No escalation whatsoever shall either be claimed or considered.

XVI. FORCE MAJEURE.

The contractor will not be responsible for delays which may arise on account of reasons beyond his control of which the Director shall be the final Judge. Strikes by contractor's workers on account of any dispute between the contractor and his workers as to wages or otherwise will not be deemed to be a reason beyond the contractor's control and the contractor shall be responsible for any loss or damage which the Corporation may suffer on this account .

XVII. LAW GOVERNING THE CONTRACT & DISPUTE RESOLUTION

- (a) The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this contract will be settled in the court of law having competent jurisdiction
- (b) The agreement shall be executed on a non-judicial stamp paper of value of RS.100/- (**Rupees one hundred only**) and cost of stamp paper shall be borne by contractor.

Appendix-I**SPECIFICATION OF BLAZER & TIE**

S. No	Name of Item	Specification	
01	Blazer	Color	Navy blue
		Fabric	Raymond sapphire, poly/wool 67/33
		Type	single breasted, lining -100% polyester
		Buttons	Embossed FCI logo on metal Buttons (Golden polished) with scratch proof Teflon Coating. Two front buttons, three small buttons on each arms and one additional button of each size be stitched in the blazer at appropriate place.
		size	As per size of individual Management Trainee
		Miscellaneous	Approx. 10% of total supply will be females fit
		Packing	In good quality coat cover of microdot / polyester with good quality plastic/ wooden hanger.
02	Tie	Color & Type	Mehroon color with two angular strips and FCI monogram woven cloth.
		Polyester %	100 %
		Width at Bottom(cm)	9-9.5
		Length(cm)	145-148
		Reed	180-190
		Pick	85-110
		Denier	Wrap : 80-90 Weft : 80-90
		Packing	Wrapped with polythene cover in good quality cardboard packing.

Note: Blazer & ties are to be delivered at IFS, FCI, Gurugram. Measurement will be taken at IFS, FCI, Gurugram for blazer.



Appendix-II

FORWARDING LETTER

Recent photograph of tenderer
--

From...(full name & address of the tenderer) _____

To,
The Director,
Food Corporation of India,
Institute of Food Security, Gurugram – 122015.

Dear Sir,

1. I/ We , submit the online Price Bid for appointment for supplying of Blazer & Ties for a period of one year at Food Corporation of India, Institute of Food Security, Plot No 87, Sector 18, Gurugram.
2. I/ We have thoroughly examined and understood all terms and conditions as contained in the Tender document, Invitation to Tender, General Information to Tenderers and Instructions to Tenderers, terms and condition of Contract and its Annexure & Appendices and agree to abide by them.
3. I/We Agree to keep the offer open for acceptance upto and inclusive of 07.04.2017 and to the extension of the said date by a fortnight in case it is so decided by the Director. I/ We shall be bound by the communication of acceptance of the offer dispatched within the time and I/ We also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
4. As required, No documents are being enclosed with Price Bid. The scanned copy of the Acknowledgement dated _____ of the Earnest Money Deposit (EMD) and Tender Processing Charges amounting to Rs _____ (Rupees _____) deposited through RTGS/NEFT in the stipulated IFS, FCI's CC A/c with IFSC Code No. in State Bank of India _____ is enclosed with the Technical Bid. In the event of my Tender being accepted, I agree to furnish Security Deposit as stipulated in the Tender.



5. I/ we do hereby declare that the entries made in the Tender and its Annexures/Appendices are true and also that I shall be bound by the Act of my duly Constituted Attorney and of any other person who in future may be appointed by me to carry on the business of the concern and any intimation of such change is given to the Director, IFS.
6. I hereby declare that my Firm/Company has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any other Public Sector Undertaking or any Government, for any failure to comply with the terms and conditions of any Contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I hereby declare that my Firm/Company was blacklisted/debarred by _____ (here give the name of the client) for a period of _____ has expired on, which _____ (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)

(*)(Strike out whichever is not applicable)

7. I hereby declare that no Contract entered into by my Firm/Company with the Food Corporation of India, or any other Public Sector Undertaking or any Government, has been terminated before the expiry of the Contract period at any point of time during the last five years.
8. I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me with the Food Corporation of India, or any other Public Sector Undertaking, or any Government during the last five years.
9. I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I certify that all information furnished by me is correct and true and in the event that the information is found to be incorrect/untrue, the Food Corporation of India shall have the right to disqualify me without giving any notice or reason therefor or summarily terminate the Contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

(_____)
(Signature of Tenderer with Seal)

Appendix-III**FOOD CORPORATION OF INDIA****TENDER FOR SUPPLYING OF BLAZERS AND TIES AT IFS, FCI, GURUGRAM****Details of Tenderer****(TO BE FILLED IN BY THE TENDERER)**

1.	Name, date of birth and address of the Tenderer, email id & contact No.	
2.	Composition of tenderer:- (state whether the Tenderer is a Proprietorship Concern, or Registered Partnership Firm, or a Company). The name of the Proprietor, or all Partners, or, the Directors of the Company, as applicable, should be given.	
3.	Business in which the Tenderer is engaged together with particulars of the Head office and Branches, if any, are located.	
4.	Income Tax PAN of the Tenderer.	

List of Documents Attached

Sr. No.	Particular	YES / NO
1	List of documents uploaded.	
2	Forwarding Letter of Technical Bid	
3	Scanned copy of Income Tax PAN No.	
4	Scanned copy Sales Tax Registration No	
5	Scanned copy of documentary proof such as NSIC Certificate/ Manufacturing Licence / Proof of registration as a manufacturer confirming that the tenderer is original product manufacturer and not the trader.	
6	Scanned copy of sample cloth of Blazer & Tie/	
7	Scanned or soft copy of NEFT/RTGS of EMD.	
8	Scanned or soft copy of NEFT/RTGS of Rs.500/- towards Tender Processing Charge.	
9	Scanned copy of Experience Certificate as per clause 3(II) of General Information to Tenderer	
10	Scanned copy of Registered Deed of Partnership/ Memorandum and Articles of Association/By-laws & Certificate of Registration etc. as applicable	
11	Scanned copy of Power of Attorney of person signing the Tender.	
<i>All above column must be filled-in by the Tenderer failing which tender shall not be considered</i>		



PART – B PRICE BID



The Director,
Food Corporation of India,
Institute of Food Security, Gurugram – 122015.

Dear Madam/Sir,

1. I/ We , submit the online Price Bid for appointment for supplying of Blazer & Ties for a period of one year at Food Corporation of India, Institute of Food Security, Plot No 87, Sector 18, Gurugram.
2. I/ We have thoroughly examined and understood all terms and conditions as contained in the Tender document, Invitation to Tender, General Information to Tenderers and Instructions to Tenderers, terms and condition of Contract and its Annexures & Appendices and agree to abide by them.
3. I/We hereby offer to supply blazers & ties as per specifications at Appendix-I.
4. I/We Agree to keep the offer open for acceptance upto and inclusive of 07.04.2017 and to the extension of the said date by a fortnight in case it is so decided by the Director.
5. I/ We shall be bound by the communication of acceptance of the offer dispatched within the time and I/ We also agree that if the date up to which the offer would remain open be declared a holiday for the Corporation, the offer will remain open for acceptance till the next working day.
6. As required, no documents are being uploaded with Price Bid. The scanned copy of the Acknowledgement dated _____ of the Earnest Money Deposit (EMD) and Cost of Tender Form amounting to Rs _____ (Rupees) deposited through RTGS/NEFT in the stipulated IFS, FCI's CC A/c with IFSC Code No. _____ in State Bank of India is enclosed with the Technical Bid. In the event of my Tender being accepted, I agree to deposit Security Deposit as stipulated in the Tender.
7. I/ we do hereby declare that the entries made in the Tender and its Annexures/Appendices are true and also that I shall be bound by the Act of my duly Constituted Attorney and of any other person who in future may be appointed by me to carry on the business of the concern and any intimation of such change is given to the Director, IFS.

I TENDER MY RATE Rs (IN WORDS.....)
 PER BLAZER PLUS SALES TAX/VAT & Rs (IN WORDS.....) PER TIE PLUS SALES
 TAX/VAT (Rate of Sales Tax/Vat as applicable)

Yours faithfully,

(_____)
 (Signature of Tenderer)
 (Capacity in which signing)