

**FOOD CORPORATION OF INDIA  
INSTITUTE OF FOOD SECURITY  
INSTITUTIONAL AREA,  
SECTOR 18, GURGAON**

**BID DOCUMENT**

**FOR**

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

(Visit us at website [www.fciweb.nic.in](http://www.fciweb.nic.in))

**The Director,  
Institute of Food Security,  
Food Corporation of India,  
Gurgaon**

**PART-A**  
**TECHNICAL BID**

**Tender No. Genl (IFS)/32(2)2010-11/HK/MT Uniform/**

**Dated :**

FOOD CORPORATION OF INDIA  
INSTITUTE OF FOOD SECURITY  
GURGAON

**Phone No- 0124**

4820400,  
4820403,  
4820404

NON TRANSFERABLE, THE TENDER IS ISSUED IN DUPLICATE. ONE COPY SHALL BE RETAINED BY THE TENDERER.

Receipt No.- \_\_\_\_\_

Dated-

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS FOR APPOINTMENT OF CONTRACTOR FOR SUPPLYING OF BLAZERS, TIES ETC AT FOOD CORPORATION OF INDIA, INSTITUTE OF FOOD SECURITY, INSTITUTIONAL AREA, SECTOR 18, PLOT NO. 87, GURGAON (HARYANA)

**Tender Sl.No** \_\_\_\_\_

- (a) Cost of Tender form ( In Duplicate) Rs.500/- (Rupees Five Hundred only)
- (b) **Tender form can be obtained w.e.f 16.12.2011**
- (c) Last date of sale of Tender Form **upto 4.00 PM** on 02.01.2012
- (d) Last date of receipt of Tender in office upto 03.00 PM on 03.01.2012
- (e) Technical Bid of the Tender to be opened at 3.30 PM on 03.01.2012

**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

- (f)
  - 1. Tender to remain open for acceptance up to and inclusive of 16.02.2012
  - 2. The Director, Institute of Food Security, Food Corporation of India, Gurgaon may at his 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.
- (g) Price Bids of only technically qualified Tenderers shall be opened on a date to be intimated later on.

Tender Form can also be downloaded from FCI website [www.fciweb.nic.in](http://www.fciweb.nic.in). Where the Tender Forms have been downloaded from the website, Tenderer shall enclose alongwith the Technical Bid, a separate D.D/Pay order for Rs 500/- (Rs. Five Hundred) only in favour of Food Corporation of India payable at Gurgaon towards the cost of Tender document.

**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.**

## **Invitation to Tender**

From:

The Director,  
Institute of Food Security,  
Food Corporation of India,  
Plot No. 87, Sector - 18,  
GURGAON.

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir(s),

For and on behalf of the Food Corporation of India (hereinafter called the Corporation) the Director, Institute of Food Security invites Tenders under Two Bid System for appointment of Contractor for supplying of blazers, ties etc. at Institute of Food Security, Food Corporation of India, Plot No -87, Institutional Area, Sector 18, Gurgaon(Haryana) for a period one year.

(Signature of Director)

**GENERAL INFORMATION TO TENDERERS**

**1. Object of the Contract**

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

**2. 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 five years i.e Jan 2007 onward. 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) The annual production capacity should be at least 4000 pieces blazers, ties, coats, uniforms etc.
- (III) Tenderer must have NSIC Certification/ Manufacturing Licence/ 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 of 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 in 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 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 Registered Partnership Firm, the names of all Partners should be disclosed and the Tender shall be signed by all the Partners or 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 alongwith 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 attached to the Tender alongwith 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 favour, stating that he has authority to bind such other person, or the Registered Firm, as the case may be, in all matters, pertaining to the Contract. If the person so signing the Tender fails to produce the said Power of Attorney, his Tender shall be summarily rejected without prejudice to any other rights & remedies of the Corporation under the Contract & 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**

(i) Each Tender must be accompanied by an Earnest Money of Rs **Rs.10,000/-** (Rupees Ten Thousand only ) in the form of a D.D/Pay Order issued by a Scheduled Bank in *favour* of Food Corporation of India payable at Gurgaon. Tender not accompanied by Earnest Money shall be summarily rejected. The Tenderer shall be permitted to tender 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, 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 5 years.

(ii) The Earnest Money will be returned to all unsuccessful Tenderer as soon as practicable after decision on the Tenders, 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. No interest shall be payable on Earnest Money, in any case.

**7. Security Deposit**

i) (a) The successful Tenderer shall furnish, within seven days of acceptance of his Tender, a Security Deposit of Rs.25,000/- (Rupees Twenty five Thousand Only) for the due performance of his obligations under the contract. Security Deposit will be accepted through **Demand Draft/Pay Order**.

(b) The Security shall be deposited in form of Demand Draft/Pay Order drawn in favour of the :Food Corporation of India, payable at Gurgaon and the Corporation will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.

ii) 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.

iii) 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. 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 FCI 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 enclosed with the Price Bid. Earnest Money together with the following documents are to be annexed with Technical Bid only.

ii. Duly completed Technical Bid (Part-A) of the Tender Documents with earnest money. The intending Tenderer should submit 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 three documents is not furnished along with Experience Certificate & EMD of Rs.10,000/- by the Tenderer with the Technical Bid.

- a) Income Tax PAN (Attach copy)
- b) Allotment letter of Sales Tax registration No. (Attach Copy)

- c) Documentary proof such as 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 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 , Articles of Association etc. as per applicability
- v. Sample cloth of blazer & sample tie as per specification.

## **9. SUBMISSION OF TENDER**

(a) The Tender shall be submitted in Two Parts, viz., Technical Bid and Price Bid.

(b) The original copy of the Tender alongwith the documents required under the Technical Bid is to be kept in one Sealed Envelope superscribed 'A' – **Technical Bid** and the Price Bid will be kept in another Sealed Envelope superscribed 'B' – **Price Bid**. Both the Bids then will be kept in another Sealed Envelope superscribing 'Tender No..... for .....

' and addressed to the Director, Institute of food Security, Food Corporation of India, Plot No- 87, Sector 18, Gurgaon with the name and address of the Tenderer.

(c) The envelope containing the Technical Bid shall include the following:

- (i) The Tender document alongwith all its **Annexures & Appendices** duly signed on each page by the Tenderer.
  - (ii) Earnest Money Deposit.
  - (iii) Documents as per Appendix III and Clause 8(Document required to be attached with Tender)
- (d) Tender which do not comply with these instructions or conditional tenders shall be summarily rejected.
- (e) Outstation Tenderers may send their Tenders by Registered Post.
- (f) The Tender Form shall be filled in by Tenderer clearly, neatly and accurately. Any alteration, erasures or overwriting should be duly initialed by the authorized signatory.
- (g) 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.

## **10. OPENING OF TENDERS**

The Technical Bid will be opened in the Office of the Director, Food Corporation of India, Institute of Food Security, Gurgaon at the fixed time and the date as indicated in Tender document. 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. Price Bids of only those Tenderers shall be opened whose Technical Bids qualify, at a time and place of which Notice will be given. 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.



**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/telegram/fax/email.

**13.** In case of any clear indication of cartelization, the Corporation shall reject the Tender(s), and forfeit the EMD.

**14.** FCI will not enter into negotiations with any Tenderer including the Lowest Tenderer.

**15.** If the information given by the Tenderer in the Tender Document and its Annexure & Appendices are found to be false /incorrect at any stage, Food Corporation of India shall have the right to disqualify/ summarily terminate the contract, without prejudice to any other rights & remedies that the Corporation may have under the Contract and law.

Director  
Food Corporation of India  
Institute of Food Security  
Gurgaon

**ANNEXURE-I**

**TERMS AND CONDITIONS GOVERNING CONTRACT FOR SUPPLYING OF BLAZERS & TIES ETC AT INSTITUTE OF FOOD SECURITY, FOOD CORPORATION OF INDIA, GURGAON 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, Gurgaon under whose administrative jurisdiction, catering 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, Gurgaon (Haryana) belonging to or in occupation of the Corporation at any time.

(vii) The term :Services~ shall mean performance of 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 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 flowing therefrom.

(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.

**VII. 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.

**VIII. 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 rights to terminate the Contract at any time during its currency without assigning any reasons 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.

**IX. Security Deposit**

- i) (a) The successful Tenderer shall furnish, within seven days of acceptance of his Tender, a Security Deposit of Rs.25,000/- (Rupees Twenty Five Thousand only) for the due performance of his obligations under the contract. Security Deposit will be accepted through Demand Draft/**Pay Order**.  
  
(b) The Security shall be deposited in favour of the :Food Corporation of India, Gurgaon, in the form of Demand Draft/Pay Order payable at Gurgaon and the Corporation will not be liable for payment of any interest on the Security Deposit or any depreciation thereof.
- ii) 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.
- iii) 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. 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 FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the contractor/party.
- iv) The Security Deposit will be refunded to the Contractor on satisfactory performance of the services and on completion of all obligations by the Contractor under the terms of the contract. The Corporation will not be liable for payment of any interest on the Security Deposit.

**X. Liability of Contractor for losses suffered by Corporation**

- (a) 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.

**XI. 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.

**XII. 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. Should this sum also be 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 rights 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 in 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, Gurgaon in respect of such damages, losses, charges, expenses or costs shall be final and binding on the Contractor.

**XIII. 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, Gurgaon 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, Gurgaon 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.

**XIV. 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.

**XVI. 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. 600 blazers & approx. 600 ties as per specifications at Appendix I of Annexure I till May 2012 in batches of Approx 150 blazers & ties. We May required more Blazers & ties thereafter. However,

**XVII. PAYMENT**

- (a) The payments will be made by the Director, IFS, FCI, Gurgaon 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. Form C/D will not be given by FCI.
- (b) The Corporation shall not be liable for payment of any interest on any bill outstanding for payment.

**XVIII. 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

**XIX. 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 .

**XX. 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****S.NO 1 --- SPECIFICATIONS OF BLAZER**

1	Color	Navy blue
2	Fabric	Raymond sapphire, poly/wool 67/33
3	Type	single breasted, lining -100% polyester
4	Buttons	Embossed FCI logo on metal Buttons (Golden polished) with scratch proof Teflon Coting. Two front buttons, three small buttons on each arms and one additional button of each size be stitched in the blazer at appropriate place.
5	size	As per size of individual Management Trainee
6	Miscellaneous	Approx. 10% of total supply are females fit
7	Packing	In good quality coat cover of Microdot/Polyester with good quality plastic/wooden hanger

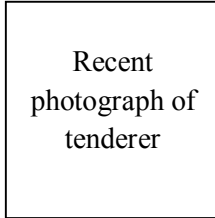
**S.NO 2 ----SPECIFICATIONS OF NECK TIES**

1	Color & Type	Navy Blue color with two angular strips and FCI monogram woven cloth.
2	Polyester %	100 %
3	Width at Bottom(cm)	9-9.5
4	Length(cm)	145-148
5	Reed	180-190
6	Pick	85-110
7	Denier	Wrap : 80-90 Weft : 80-90
8	Packing	Wrapped with polythene cover in cardboard packing. Card board paper packing should be printed with IFS, FCI, Gurgaon along with FCI monogram

Note: Blazers & ties are to be delivery at IFS, FCI, Gurgaon i.e FOR



**FORWARDING LETTER**



From ( full name & address of the tenderer) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To,  
The Director,  
Institute of Food Security,  
Food Corporation of India,  
Plot No. 87, Sector - 18,  
GURGAON.

Dear Sir,

1. I submit the Sealed Tender for appointment as Contractor for supplying Blazers & Ties for a period of one year
2. I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, Invitation to Tender, General Information to Tenderer and its Annexure & Appendices and agree to abide by them.
3. I agree to keep the offer open for acceptance upto and inclusive of 16.02.2012(As date mentioned at clause- f page- 3 of Invitation to Tender and Instructions to Tenderers) and to the extension of the said date by a fortnight in case it is so decided by the Director. I shall be bound by communication of acceptance of the offer dispatched within the time. I also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.
4. Demand draft/Pay order No \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ for Rs \_\_\_\_\_ Rupees \_\_\_\_\_ (in words) is enclosed as Earnest Money. In the event of my Tender being accepted, I agree to furnish Security Deposit as stipulated in the Tender within seven days of acceptance of the Tender.

5. I do hereby declare that the entries made in the Tender and Annexure/ Appendices attached therein are true and also that I shall be bound by the act of my duly Constituted Attorney.

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 \_\_\_\_\_, which period has expired on \_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(\*)

(\*) (strike out whatever 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)

**FOOD CORPORATION OF INDIA****TENDER FOR SUPPLING OF BLAZERS AND TIES AT IFS, FCI, GURGAON****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**

1. Forwarding Letter.
2. Part - A Technical Bid with all its Annexure & Appendices.
3. List of documents enclosed.

**Document No.**

- |  |         |
|--|---------|
| a) Copy of Income Tax PAN.   | Yes/No  |
| b) Copy of Sales Tax Registration No.  | Yes/No  |
| c) Copy of Documentary proof such as copy of NSIC Certificate/Manufacturing Licence/ Proof of registration as a manufacturers confirming that the tenderer is original product manufacturers and not the trader. | Yes/No  |
| d) Sample Cloth of blazer & Tie  | Yes/No  |
| e) DD/Pay order of EMD of Rs.10,000/-  | Yes/No  |
| f) Experience Certificate as per clause -3 of General Information to Tenderers   | Yes/No  |
| g) Attested copy of Registered Deed of Partnership/Memorandum of Association and Articles of Association/ By-laws/ Certificate of Registration etc. as applicable.   | Yes/No. |
| h) Power of Attorney of person signing the Tender.   | Yes/No  |

(Signature & Seal)  
(Authorized Signatory)

**PART - B**  
**PRICE BID**

The Director,  
Food Corporation of India,  
Institute of Food Security,  
Gurgaon - 122015.

Dear Sir,

I/ We submit the sealed Price Bid for appointment as Contractor for supplying of blazers & ties etc. at Food Corporation of India, Institute of Food Security, Plot No 87, Sector 18, Gurgaon.

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 hereby offer to supply blazers & Ties as per specifications at appendix I of Annexure I from Sl. No.1 to 2.
4. I/We Agree to keep the offer open for acceptance upto and inclusive of 16.02.2012 (As mentioned at clause-f page -3 of Invitation to Tender and Instructions to Tenderers) 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 enclosed with Price Bid. Demand Draft/ Pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on the \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) is enclosed with the Technical Bid as earnest money. In the event of my Tender being accepted, I agree to furnish 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 in his stead to carry on the business of the concern whether any intimation of such change is given to the Director, F.C.I., IFS or not.

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 )