"Call for Expression of Interest for Designing and Printing Wall Calendar - 2015 for Food Safety and Standards Authority of India"

The Food Safety and Standard Authority of India (FSSAI) has been established with the mandate of laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import, to ensure availability of safe and wholesome food for human consumption.

2. The detailed EOI document indicating the scope of work, qualifying requirements, forms and procedure for submission of the EOI can be obtained from Joint Director (Mgmt.), Food Safety and Standards Authority of India, Ministry of Health & Family Welfare, Government of India, FDA Bhawan, Kotla Road, New Delhi – 110002, on payment of Rs. 500/- (Non-refundable) by Demand Draft/ Pay Order payable at New Delhi in favour of “Senior Accounts Officer, FSSAI, New Delhi”. The EOI document can also be downloaded from FSSAI’s website at www.fssai.gov.in. This can be submitted along with a sum of Rs. 500/- in the manner indicated above at the time of submission of the EOI.

The EOI may be addressed /submitted to Joint Director (Mgmt.), Food Safety and Standards Authority of India( Ministry of Health & Family Welfare), 3rd Floor, FDA Bhawan, Kotla Road, New Delhi – 110002 on or before 15th December 2014 by 03 PM.

FSSAI reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and any claim/dispute on this shall not be entertained.

Joint Director (Mgmt.)
Food Safety and Standards Authority of India
F No. 14-02/GA/2014-FSSAI  
Food Safety and Standard Authority of India  
(General Administration)  
Ministry of Health & Family Welfare,  
FDA Bhawan, Kotla Road, New Delhi-110002

The 28th November, 2014

**BRIEF INFORMATION ON EOI DOCUMENT**

<table>
<thead>
<tr>
<th>EOI No.</th>
<th>14-02/GA/2014-FSSAI</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date and Time of Submission</td>
<td>Up to 03 P.M. of 15th December, 2014</td>
</tr>
<tr>
<td>Date of opening Technical Bid</td>
<td>At 05 PM of 15th December, 2014</td>
</tr>
<tr>
<td>Date of opening of financial bids for technically qualified bidder</td>
<td>To be Notified later</td>
</tr>
<tr>
<td>Cost of EOI</td>
<td>Rs. 500 /- (Rupees Five Hundred only)</td>
</tr>
<tr>
<td>Bid security / EMD</td>
<td>Rs. 25,000 /- (Rupees Twenty Five Thousand only) in the form of crossed Demand Draft / Bank Guarantee in favour of Sr. Accounts Officer, FSSAI, payable at New Delhi.</td>
</tr>
<tr>
<td>Validity of Bid</td>
<td>120 days</td>
</tr>
<tr>
<td>Total Number of pages of EOI Document</td>
<td>25 pages</td>
</tr>
<tr>
<td>Address and Venue of submission of EOI</td>
<td>Joint Director (Mgmt.), Food Safety and Standards Authority of India (Ministry of Health &amp; Family Welfare), 3rd Floor, FDA Bhawan, Kotla Road, New Delhi - 110002</td>
</tr>
</tbody>
</table>
EXPRESSIoN OF INTEREST

Subject: Designing and Printing Wall Calendar - 2015 for Food Safety and Standards Authority of India.

A. FSSAI invites EOI's from advertising agencies to design and print Wall Calendar 2015”. Sealed bid documents under Double Bid system (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the EOI should be addressed to the Joint Director (Mgmt.), Food Safety & Standards Authority of India, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi – 110002 and must reach latest by 03 P.M. on or before 15th December, 2014.

B. The Technical Bids shall be opened in the Conference Room of the Food Safety & Standards Authority of India, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi – 110002 on 15th December 2014 at 05 p.m. by the Committee authorized by the competent authority of the FSSAI in the presence of those bidders who may wish to be present. The financial bids will be opened only when the bids technically qualify along with presentation of designs under clause -07 of Evaluation of bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders later.

C. 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 FSSAI shall be final and binding.

D. EOI received after due date and time shall not be considered. EOI must be duly signed by the ‘Authorized Signatory’ of the organization.

1A. THEME OF CALENDAR

The theme of the Calendar – 2015 should revolve around the idea of Food Safety “Surakshita Aahar, Swasthya Ka Aadhar” and consumer awareness regarding Food Safety concept.
The design of the calendar must be based on above themes.

1B. The main tasks of the advertising agency are as follows:

(i) The agency will submit three designs of the calendar.
(ii) Once shortlisted, the agency will be required to give all sheets of the calendar within 15 days of receiving work order.
(iii) Agencies are required to develop tagline for the calendar and suitable photo caption for each creative. For fly leaf page, agency is required to provide a brief write up on the theme.
(iv) The bi – lingual calendar will be printed. The Financial bid should be inclusive of translation charges from English to Hindi.
(v) The Calendar is to portray the theme through photographs. Line drawings, Sketches or any other Creative treatment.
(vi) Suitable captions & small write-up / fact sheet on each of these themes may be included in the calendar.
(vii) A fly leaf may also be designed.
(viii) All the creative selected for the calendar will be the property of FSSAI.

2(A). Specifications for Printing of Calendar:

(i) Size : size 24” (height) X 17” (Width)
(ii) No of Sheets : 6+1 fly sheet
(iii) Printing
   Process : Quality Web offset
   Cover page/fly leaf : Four Colour
   Inside pages : Four Colour
(iv) Designing
   Creative’ design to be developed by the agency.
(v) Paper
   Cover page/fly leaf : 130gsm ‘Imported Art matt finish’ paper
   Inside pages : 170gsm ‘Imported Art matt finish’ paper
   Quantity : 4,000 copies.
(vi) Language : Text in bi-lingual (English & Hindi) on all pages
(vii) Binding : Spiral binding on 17” side with iron stick and back
   supporting pulp board of 3”.

Notes:
a). The cover page (fly leaf) of the Calendar will show all 12 photos/ pictures/ designs with brief narration at the bottom of respective images with suitable write-up/ caption – to be approved by FSSAI.
(b) Each page of the calendar must have (i) current month (ii) previous month (iii) next month (iv) Logo & full name of FSSAI and (v) creative design/ picture/ animation / illustration etc. Gazetted holidays must be identified in all the months of (i) & (ii) mentioned before. Name of the holiday with a brief description about it must be given on the pages where the holiday falls in the current month.

(c). Saturdays, Sundays, and Gazette holidays should be printed in red colour.

2(B). **Specifications for Envelopes for Calendar**

(i) No. of Paper Envelopes : 4,000 (Four Thousand)

(ii) Paper : (130gsm imported art paper)

(iii) Size : Suitably bigger to keep the calendar folded in two equal folds i.e. appropriate size to ensure that a double folded calendar properly fits into the envelope.

(iv) Flap of Envelope : 2"

(v) Binding : Die Cutting and Pasting

(vi) Printing : Single Colour in Hindi and English on front size of the envelope.

3. **Submission of EOI :**

**TECHNICAL BID:**

3.1 Each agency may submit 3 (three) best designs. In case an agency submits more than 3 (Three) designs, these will be marked 1 – 3 in random order and chosen for screening accordingly. The remaining designs will not be entertained. FSSAI’s decision shall be final. Provision of pictures/ animation/illustration /graphic etc., wherever applicable will be integral to design.

3.2 A suitable declaration along with/ on each creative/ design indicating that these are original creation by the relevant agency and not a copy of any other design/ patent/ copyright/trademark / report/ calendar etc.

3.3 Specimen Quality of paper, raw material as per sample and specification, provided in 2(A) and 2(B) of the EOI document. Tenders without specimen are liable to be rejected.

3.4 Tender Form as per **Annexure - 1**.
3.5 The agency must submit a detailed profile supporting relevant work experience and must be accompanied by relevant testimonials as per Annexure – 2, 3 & 4.

3.6 Power of Attorney in favour of signatory of EOI documents.

3.7 Copy of Certificate of Incorporation of the bidder.

3.8 Copy of PAN card;

3.9 Copy of VAT / CST Registration Certificate

3.10 Audited Financial Statements for the last three years i.e. 2011-12, 2012-13 and 2013-14.

3.11 Check List

4. FINANCIAL BID:

4.1 Financial Bid must contain all the details as mentioned in Format (Annexure-5). Incomplete bids will be summarily rejected. The bids must contain rates as per the specifications given by FSSAI in Annexure – 5. Bidders have to quote rates for the entire component as they will be considered for finalization at financial bid.

4.2 The price quoted shall be inclusive of cost of material, printing, transportation, delivery, proof reading, taxes, duties, freight, loading / unloading charges and any other incidental expenses. However, all statutory duties and taxes (including excise and customs) VAT and other charges that may be payable by the bidder, in connection with supply may be clearly specified. The price shall be firm and any variation in rates, prices or terms during validity of the offer shall not be permitted. No additional freight or any other charges, etc. would be payable for supply and delivery within NCR.

4.3 The offer shall remain valid for a period of 120 days from the date of submission of the bid.

4.4 Bidders shall quote the rates both in figures and in words. In case of any discrepancy, the rates quoted in words only shall be considered.

4.5 No error, overwriting/ correction shall be permissible unless attested under the signature of the bidder with date and company seal.

4.6 In case of reduction of taxes and other statutory duties during the scheduled delivery period, FSSAI shall take the benefit of decreases in these taxes subject to production of necessary notification.

4.7 Any increase in taxes and others statutory duties/ levies after the expiry of scheduled delivery date shall be to the supplier account.
5. **EOI OPENING AND EVALUATION:**

5.1 Technical Evaluation Committee (TEC) will open the EOI at the specified date and time and place as indicated in the Notice Inviting EOI.

5.2 Authorized representatives of the bidder may attend the EOI opening.

5.3 TEC shall open the main envelope containing sealed (i) **Technical Bids (Envelope-I)**, (ii) **Financial bid (Envelope – II)**. Only the Technical Bid shall be opened in the presence of bidders or their authorized representatives who choose to attend. The bidder or the representative present shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder or their authorized representatives before they are allowed to participate in bid opening meeting. Only two representatives for any bidder shall be authorized and permitted to attend the bid opening.

5.4 The bidder’s names, modifications, bid withdrawals and such other details at FSSAI’s discretion will be announced at the bid opening meeting.

5.5 The date fixed for opening of bids if subsequently declared as holidays by FSSAI, the revised date of schedule will be notified.

5.6 The Financial Bids of only those firms that qualify the Technical criteria shall be opened.

6. **SELECTION PROCEDURE & CRITERIA:**

6.1 The Bids are evaluated in the ratio of 70:30. In case of Technical and Financials Bids, the marks shall be 70 and 30 respectively. The technical bid evaluation shall be done based on the following criteria:

   (i) The responsiveness of the bid, i.e; Annexure duly filled, signed and accepted bid documents in complete form, including Authorisation 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 EOI.

6.2 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 bids will be returned unopened.

6.3 The bidder who qualifies the preliminary evaluation under clause- 6.1, shall be called to make a presentation before the Committee constituted for the purpose on a later date as notified.

6.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the financial Bid opening in written communication.
7. **Evaluation of bids:**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Item</th>
<th>Weightage</th>
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<tbody>
<tr>
<td>1.</td>
<td>Company / Firm Profile like turnover, manpower and other credentials</td>
<td>5 %</td>
</tr>
<tr>
<td>2.</td>
<td>Extent of experience and expertise in the similar work for which the EOI is called for and number and nature and size of similar works executed.</td>
<td>15 %</td>
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<tr>
<td>3.</td>
<td>Attractiveness of design,</td>
<td>20 %</td>
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<tr>
<td></td>
<td>Functionality of layout suggested,</td>
<td></td>
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<tr>
<td></td>
<td>Creative placement of pictures &amp; text, compliance of design to the theme as per RFP document,</td>
<td></td>
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<tr>
<td></td>
<td>Aptness of design for display in Govt. offices &amp; public places.</td>
<td></td>
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<tr>
<td></td>
<td>Creative Ideas and Strategic approach.</td>
<td></td>
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<td></td>
<td>(ii). Understanding of creative brief and the concept.</td>
<td></td>
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<td></td>
<td>(iii). Visualization of concept.</td>
<td></td>
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<tr>
<td></td>
<td>Graphic Design and Layout.</td>
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<tr>
<td>4.</td>
<td>Presentation</td>
<td>30 %</td>
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<tr>
<td>5.</td>
<td>Financial Bid</td>
<td>30 %</td>
</tr>
</tbody>
</table>

7.1 The bidder who score more than 50% of the marks assigned for technical evaluation shall only eligible for opening of the Financial bids.

7.2 All financial bids shall be graded on a scale of 1:30 with the lowest Financial Bidder getting highest marks. The total score shall be obtained by adding the technical and financial scores. Thus, the technical and financial bids would get 70:30 weightage respectively.

7.3 The marks for the financial bids are to be calculated proportionately as illustrated in the following example. Example: If three bids of the amount x, y and z have been received, and x is the lowest bid, then x is to be given 30 marks. The marks to be given to other bidders will be: Marks of y = Amount quoted by y/x X 30 and Marks of z = Amount quoted by z/x X 30.

7.4 Final evaluation of the offer is to be done considering the score of technical and financial bids. The bidder scoring highest final score shall be successful bidder.

7.5 The Authority may reject all bids if they are found to be unresponsive or unsuitable either because they represent major deficiencies in complying with the EOI or they involve substantively higher cost.

7.6 In case two bidders score equal marks after final evaluation, the bidder offering lowest cost shall be declared successful.
8. **General Conditions:**

8.1 **INSPECTION, QUALITY ASSURANCE & CHECK:**

(i) All items for supply under work order shall be open for inspection. FSSAI may carry out inspection either at various sites/locations or at the Stock Depot of the bidder. FSSAI shall be the final judge of the quality of the work/item, method/technology used for making the items and the satisfaction of the standards in respect thereof set forth in the EOI documents.

(ii) On receipt of information regarding the completion of work from the selected bidder(s), an authorised representative from FSSAI may be deputed to carry out inspection at places as per the aforesaid clause, in lots of complete set ordered or for the items/part thereof as decided above. No charges whatsoever will be paid for items rejected during inspection for any defect.

(iii) Inspection before supply, will not absolve the selected agency of the responsibility/requirement to supply material free from any defect in confirmation to terms & condition of this EOI document.

8.2. **WARRANT/ GUARANTEE:**

i) The agency shall warrant that the Calendars to be supplied shall be new and free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications and standards.

ii) Evenness or fading effects or non-uniformity of the calendars or lack of finish/neatness or use of inadequate materials to meet the specification and/or otherwise, the bidder shall remedy such defects at his own cost when called upon to do so by FSSAI who shall state in writing in what respect the calendars are defective.

iii) If FSSAI notifies any defect, the bidder has to remedy the work at their expenses and risk within a reasonable time of 3 weeks but without prejudice to any other rights. The bidder free of all charges including freight, insurance and other incidental charges and shall make replacement under such warranty clause.

iv) In the event a selected bidder continues to supply repeatedly defective item/items not conforming to specifications, the contract entered into with him is liable to be terminated without any financial liability on FSSAI.

v) The agency will stand guarantee for the workmanship of the jobs carried out by him in accordance with the specification stipulated in the EOI document. In case
the workmanship of the job done by the bidder is found not as per specifications, the bidder will have to rectify/ replace the same free of cost. In case they fail to do so within the period specified, FSSAI will be at liberty to get the same done at the cost of the bidder.

vi) If the material/ sample is damaged during the transit (prior to receipt by FSSAI) or during working the responsibility shall be that of bidder, the bidder will replace such material at his own cost.

8.3 DELIVERY:
Printed 'Calendar – 2015 may need to be delivered in the office of FSSAI and within NCR as per the time schedule and terms indicated in the 'Work Order'. Maximum time of delivery shall be 15 days from the date of placing order. FSSAI may at its sole discretion allow a staggered delivery.

8.4 RECEIPT OF ITEM:
The bidder will obtain a certificate from FSSAI or get an acknowledgement on its delivery challan for receipt of the material (goods actually received) by FSSAI. A copy of such receipt must be submitted along with invoice/ Bill of the bidder for release of payment.

8.5 EARNEST MONEY DEPOSIT
8.5.1 The bids should be accompanied by an Earnest Money Deposit of `25,000/- (Rupees Twenty Five Thousand only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of Sr. Accounts Officer, FSSAI and payable at New Delhi.

8.5.2 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 to the FSSAI.

8.5.3 The bids without Earnest Money shall be summarily rejected.

8.5.4 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

8.6 TERMS OF PAYMENT:
On award of the work to the successful bidder and on delivery of complete finished materials as per delivery schedule under clause- 8.3, payment will be released within 30 days from the date of submission of bill / invoice along with requisite testimonials. TDS shall be deducted from all the bills as per applicable
IT Act/provisions and its applicable amendments. For issue of TDS certificate, provide your Permanent Account Number (PAN) along with the bill.

8.7 LIQUIDATED DAMAGES FOR DELAY IN SUPPLY:

8.7.1. Time is essence of the contract. The successful bidder must adhere to the time limit set by FSSAI at the time of issuing the order and ensure delivery. Failure to supply all or part of the delivery on or before the stipulated date will entail a pre-estimated pre-determined liquidated damages equal to 1% of the value of total contract price per day subject to maximum of 10% of total contract value.

8.7.2. In case of delay in compliance with the order beyond 10 days of the stipulated time period, FSSAI will have the right to cancel the order levying the above liquidated damages.

8.8 PERFORMANCE GUARANTEE:

8.8.1. The successful bidder(s) within fifteen days of the acceptance of the Work Order shall execute a Performance Bank Guarantee in the form of a Bank Guarantee / Fixed Deposit of any nationalized bank, for 5% (Five percent) of the total contract value in favour of Sr. Accounts Officer, FSSAI, New Delhi. The Performance security shall be valid till 31.03.2015.

8.8.2. The Bank Guarantee can be forfeited by order of the competent authority of the FSSAI in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order.

9. General Terms of Contract:

9.1 STANDARDS

The bidder selected shall abide by all the relevant rule & regulations of the Government as issued from time to time and shall also be responsible for adhering to norms/rules & regulations/provisions of Ministry of I & B, DAVP, Press & Distribution Act, other applicable Acts/concerned regulatory body.

9.2 WORK ORDER

High resolution soft copy will be provided within 3 days from the date of release of requisite order/letter by FSSAI for preparing the draft calendar 2015 for approval by FSSAI. The final contents of the 'Calendar: 2015' duly approved shall be provided in duplicate to the bidder along with the 'Work Order'. The work shall commence on issue of 'Work Order' from FSSAI and shall be completed as stipulated in the delivery schedule.
9.3 CHANGES IN WORK / PURCHASE ORDER

9.3.1 FSSAI may, at any time, by a written order to the bidder, make changes within the general scope of the contract related to terms & references, enlarging the scope and analysis specification.

9.3.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended.

9.3.3 OWNERSHIP OF THE SELECTED DESIGN:

The ownership of the selected design will rest with FSSAI. FSSAI shall be free to use the design in electronic print, web, telephony, IP protocol, stationery, conferences, international forums, interactive activities/ BTL activities and any other suitable medium etc. All rights for reproduction, editing, publicity and future use for the creative design accepted by FSSAI shall be with FSSAI perpetually. The bidder shall indemnify FSSAI against any third party claims of infringement of patent, copyright, trademark or industrial design and issues relating to intellectual property rights arising etc. from use of selected design/model, if any, under the scope of contract.

9.4 TERMINATION OF CONTRACT:

9.4.1 The contract can be terminated at a notice of 15 days by FSSAI under the following circumstances:

a) If the work carried out by the agency is not satisfactory.

b) the agency fails to deliver all of the goods within the time period(s) specified in the purchase order, or any extension thereof granted by the Purchaser, i.e. FSSAI.

c) If the agency fails to perform any other obligations under the contract;

d) If the agency, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such longer period as the agency may authorize in writing) after receipt of default notice from FSSAI.

e) The agency shall not be entitled for any compensation on account of such force closure/termination of contract.

9.4.2 The agency shall not be entitled for any compensation towards any loss or damage in case the contract is to be suspended or to be closed for some time due to any reason whatsoever duly communicated by FSSAI.
9.4.3 If the agency is an individual or a proprietary concern and the individual or the proprietor dies and if the agency is a partnership concern and one of the partners, dies, then unless FSSAI is satisfied that the legal representative of the individual agency or of the proprietary concern and in case of partnership, the surviving partners, are capable of completing the contract, FSSAI shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased agency and/or the surviving partners of the agency on account of cancellation of the contract. The decision of FSSAI that the legal representative of the deceased agency or surviving partners of the agency's firm cannot carry out and complete the contract shall be final and binding on both the parties. In the event of such cancellation FSSAI shall not hold the estate of the deceased agency and/or the surviving partners of the estate of deceased agency liable to damages for not completing the contract.

10. **CONCILIATION/ARBITRATION**

10.1 If any dispute (s) or difference (s) of any kind whatsoever arise between the agency and the FSSAI, the Parties hereto shall negotiate with a view to reach a amicable resolution and settlement through a committee appointed by CEO FSSAI.

10.2 In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by CEO, FSSAI.

10.3 Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the agency shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the Agency shall not be withheld on account of such difference of arbitration proceedings unless such payment is a subject matter of the arbitration.

10.4 The arbitration proceedings shall be in accordance with the prevailing Arbitrator and Conciliation Act, 1996 and Indian Laws as amended or enacted from time to time.

10.5 The venue of the arbitration shall be New Delhi, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.
10.6 The arbitrator shall give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceedings.

11. FORCE MAJEURE

11.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. It is clarified that in case, the Force Majeure event occurs due to negligence of agency, then the provisions of this clause shall not apply to the agency.

11.2 The term" Force Majeure" as employed herein shall mean acts of God, War, Civil Riots, Fire, Revolt, Flood and Acts and Regulations of the Govt. of India or any of its authorized agencies.

11.3 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 07 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, FSSAI shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

11.4 Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which such cause lasts.

12. APPLICABLE LAW AND JURISDICTION

All matters connected with this work shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi.

13. General Instructions:

13.1 The bid shall conform to prescribe formats. Any interlineations, erasures or over writing shall be valid only if they are initialled by the authorized person signing the bid.

13.2 The bid shall be typed or written in indelible ink (if required) and shall be signed by the agency or duly authorized person(s) to bind the agency to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Bid.

13.3 Bids received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete bids in the form indicated above received prior to the closing time and date of the bids shall be taken as valid.
13.4 All the pages of bid document including forms/copy of documents/papers/designs etc. should be duly signed and affixed with seal of the bidder organization shall be taken as having read, understood and accepted all the terms and conditions of the EOI document tender mentioned therein.

13.5 The bidder may withdraw his bid after submission provided that the written notice of withdrawal is received by FSSAI prior to the deadline prescribed for submission of bids.

13.6 The bidder's withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission. A withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post so as to reach this office not later than the deadline for submission of bids.

13.7 No bid shall be modified subsequent to the deadline for submission of bids.

13.8 To assist in the examination, evaluation and comparison of bids, FSSAI may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing.

13.9 **Bids not complying with the following will be rejected** –

(i). Not properly sealed.

(ii). Not submitted in two cover system i.e. the sealed and duly indentified 'Technical Bid' and 'Financial Bid'. These should be kept in one envelope along with a covering letter in a separate enveloped super scribed **"Bid for FSSAI 'Calendar-2015'**' and sealed properly.

(iii). Not submitted on or before the time and last date of submission.

(iv). Not accompanied with requisite (a) Tender Fee / Bid Security (b) Declaration about originality of design submitted, as detailed in the EOI document.

(v) Not signed properly by authorized signatory.

(vi) Not in compliance to the EOI document.

(vii) Over writing/ cutting not duly countersigned by authorized signatory with Company seal.

(viii) Any attempt for negotiation direct or indirect on the part of bidders with the competent authority in FSSAI or endeavour to secure interest for actual or prospective bidder or to influence by any means the acceptance of the particular bid will render the bidder liable to be excluded from consideration.

(ix) Submitted the Bid documents after the response deadlines,
(x) Misleading or false representation in the forms, statements and attachments.

(xi) Exhibited a record of proof performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in preceding three years,

(xii) Submitted a bid that is not accompanied by required documentation or is non-responsive.

(xiii) Failed to provide clarifications related thereof, when sought,

(xiv) Submitted more than one Bid,

(xv) Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted,

(xvi) Submitted a bid with price adjustment / variation provision.

(xvii) Bids received either by post, courier, fax or email will not be accepted.

13.10 Additional information after opening of bids, unless sought by FSSAI, will not be taken into consideration.

13.11 FSSAI reserves the right to amend supply schedule or order minor changes in design/specification during the validity of the contract. No compensation, whatsoever, shall be payable on this account.

13.12 FSSAI reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of FSSAI’s action.

13.13 The bidder shall bear all costs associated with the preparation, submission of the bid and also for presentation (if called for, as part of selection process, applicable only to short listed bidders). FSSAI will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

14. LANGUAGE OF EOI:

14.1 Tender to be printed in bilingual (English & Hindi) on each page

14.2 FSSAI shall provide the text in English only. Translation of the text in Hindi including proof reading will be integral to scope of work of the selected agency.

15. FSSAI reserves the right to amend the scope of work either during the process or after selection of an agency for the said purpose.
EOI Form

To,

The Joint Director (Mgmt.)
Food Safety and Standard Authority of India
Ministry of Health & Family Welfare,
FDA Bhavan, Kotla Road,
New Delhi-110002

Ref. Your EOI No. _____ dated ________

We, the undersigned have examined the above EOI Document, including amendment/corrigendum number ________, dated ___________(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver ____________(description of the goods and services) in conformity with your above referred document.

If our EOI is accepted, we undertake to design, print and perform the services as mentioned above, in accordance with the delivery schedule.

We agree to keep our EOI valid for acceptance as required in the EOI document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this EOI up to the aforesaid period and this EOI may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this EOI read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any EOI you may receive against your above-referred EOI enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government

Brief of court/legal cases pending, if any, are following:

We confirm that we fully agree to the terms and conditions specified in above mentioned EOI documents, including amendment/ corrigendum if any.

Signature of Bidder / Authorized signatory
Name of the Bidder ...........................................

(Seal of the Bidder)
Annexure - 2

BIDDER'S PROFILE:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of firm:</td>
</tr>
<tr>
<td>2</td>
<td>Bidder's name</td>
</tr>
<tr>
<td>3</td>
<td>Registered office address</td>
</tr>
<tr>
<td>3</td>
<td>Correspondence address</td>
</tr>
<tr>
<td>4</td>
<td>Telephone:</td>
</tr>
<tr>
<td></td>
<td>Office – Residence</td>
</tr>
<tr>
<td></td>
<td>Mobile No.</td>
</tr>
<tr>
<td>5</td>
<td>E-mail address &amp; website</td>
</tr>
<tr>
<td>6</td>
<td>Tele-fax Number</td>
</tr>
<tr>
<td>7</td>
<td>VAT No.</td>
</tr>
<tr>
<td>8</td>
<td>PAN Number</td>
</tr>
</tbody>
</table>

7. **STRUCTURE AND ORGANIZATION**
   The applicant is
   (a) an individual
   (b) a proprietary firm
   (c) a firm in partnership
   (d) a Limited Company or Corporation.

   (Pl. attach attested copies of documents of registration / incorporation of your firm)

I / We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder / Authorized signatory
Name of the Bidder ........................................

(Seal of the Bidder)
FINANCIAL STATUS

Bidder’s Name:

EOI No. 13-13/GA/2013-FSSAI

FORM FOR FINANCIAL CAPACITY

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011-12</td>
</tr>
<tr>
<td>Annual Turnover</td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td></td>
</tr>
<tr>
<td>Profit Before Tax</td>
<td></td>
</tr>
<tr>
<td>Profit After Tax</td>
<td></td>
</tr>
</tbody>
</table>

1. Attach the copies of the audited balance sheets, including all related notes and income statement for the last three Financial Years as indicated above complying with the following conditions:

2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

Signature of Bidder / Authorized signatory
Name of the Bidder ...........................................

(Seal of the Bidder)
Annexure - 4

DETAILS OF SIMILAR WORK DONE DURING LAST THREE YEARS

<table>
<thead>
<tr>
<th>Name of the client, Address and Phone No.</th>
<th>Description of the work and Location of the work</th>
<th>Value of the contract</th>
<th>Date of commencement of work</th>
<th>Schedule completion Time (Months)</th>
<th>Date of actual completion</th>
<th>Reasons for delay in project completion, if any</th>
</tr>
</thead>
</table>

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed and certificate to be considered for evaluation.

Signature of Bidder / Authorized signatory
Name of the Bidder ..........................................................

(Seal of the Bidder)
ANNEXURE-5

Format for Financial Bid-FSSAI Calendar-2015
(To be given on the letter head of the agency)

1. Price of calendar based on the quantity & specifications provided by FSSAI in EOI.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit price</th>
<th>Taxes &amp; duties</th>
<th>Unit price (including tax &amp; duty)</th>
<th>Total price including tax &amp; duty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Price of envelope based on quantity & specifications provided by FSSAI in EOI.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit price</th>
<th>Taxes &amp; duties</th>
<th>Unit price (including tax &amp; duty)</th>
<th>Total price including tax &amp; duty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Cost of translation (English to Hindi).

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Transaction charges / word</th>
<th>Total price including tax &amp; duty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature of Bidder / Authorized signatory
Name of the Bidder ..........................................

(Seal of the Bidder)
LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No. 

Date:

Joint Director(Mgmt) FSSAI,
FD A Bhawan, 3rd floor,
Kotla Raod,
New Delhi-110002

Dear Sir,

We _______________________ hereby authorize following representative(s) to attend Technical bid opening & Price bid opening and for any other correspondence and communication against above Bid Document:

1) Name & Designation ______________ Signature

2) Name & Designation ______________ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Signature of Bidder / Authorized signatory
Name of the Bidder ________________________________

(Seal of the Bidder)

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend Techno -commercial un-priced and Price bid opening.
FORMAT OF PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of Food Safety & Standards Authority of India, New Delhi (hereinafter called 'FSSAI') having agreed to exempt ________________ (hereinafter called 'the said agency') from the demand under the terms and condition of an agreement/ Advance purchase / Work Order No. _______ Dated ______ made between ______ and ______ for the supply of Calendar 2015 of FSSAI (hereinafter called "the said agreement") of security deposit for the due fulfilment by the said agency (s) of the terms and condition contained in the said agreement, on production of the bank guarantee for we, (name of the Bank) ________________ (hereinafter refer to as "the bank") at the request of FSSAI as amount not exceeding Rs. ________________ against any loss or damage caused to or suffered or would be caused to or suffered by FSSAI by reason of any breach by the Agency (s) of any of the terms or conditions contained in the said agreement.

2. We (name of the bank) ________________ do hereby undertake to pay the amount due and payable under this guarantee without any demure, merely on a demand from the FSSAI by reason of breach by the said agency(s); of any of the term or condition contained in the said agreement or by reason of the Agency(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of FSSAI in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding ________________.

3. We undertake to pay to the FSSAI any money so demanded notwithstanding any dispute or dispute raised by the agency(s)/ suppliers in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor (s) / supplier (s) shall have no claim against us for making such payment.

4. We (name of the bank) ________________ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the FSSAI under or by virtue of the said agreement have been fully paid and its claims satisfied or discharge or till ________________ (office/ Department) FSSAI certifies that the terms and condition...
of the said agreement have been fully or properly carried out by the said agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of _______ (as specified in P.O.) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) ___________ further agree with the FSSAI that the FSSAI shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said agency (s) from time to time or to postpone for any time or from time to time any of the power exercisable by FSSAI against the said Agency(s) and to forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of the FSSAI or any indulgence by the FSSAI to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency.

7. We (name of the bank) ___________ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FSSAI in writing.

Dated the ______________ day of ______________

Forr ______________

(Indicate the name of Bank)
<table>
<thead>
<tr>
<th>S No.</th>
<th>Details</th>
<th>Yes / No</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>01.</td>
<td>Enclose DD for Rs. 500/- in favour of Sr. Accounts Officer, FSSAI for the cost of EOI Documents</td>
<td></td>
<td></td>
</tr>
<tr>
<td>02.</td>
<td>DD for Rs. 25,000/- in favour of Sr. Accounts Officer, FSSAI towards EMD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>03.</td>
<td>EOI Form – Annexure – 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>04.</td>
<td>EOI document duly signed and stamped on each page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>05.</td>
<td>Bidder Profile – Annexure – 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>06.</td>
<td>Financial Status – Annexure - 3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>07.</td>
<td>Details of Work – Annexure - 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>08.</td>
<td>Letter of Authority – Annexure - 6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>09.</td>
<td>Declaration as per clause 3(b) – Original creation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Enclose Specimen quality of Paper</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Enclose Power of attorney in favour of Signatory+98</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Enclose Xerox copy of PAN Card</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Enclose Xerox copy of VAT / CST Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Enclose Xerox copy of Service Tax registration certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Attach the copies of the audited balance sheets, including all related notes and income statement for the last three Financial years i.e. 2011-12, 2012-13 and 2013 – 14.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Financial bid duly filled, signed and stamped – Annexure - 5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily.

Signature of Bidder / Authorized signatory
Name of the Bidder ..................................................

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