



**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**3RD FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002**

Dated - 10<sup>th</sup> January, 2024

**TENDER NOTICE**

**INVITING BIDS FOR REPAIR WORK OF CANTEEN @ FDA**  
**BHAWAN, KOTLA ROAD, NEW DELHI**

Food Safety and Standards Authority of India (FSSAI), a statutory organization under the Ministry of Health & Family Welfare having its Head Office at FDA Bhawan, Kotla Road, New Delhi- 110002 invites online bids from the reputed firms/organizations who have experience of construction/repair of Canteen which is situated in the premises of the FDA Bhawan. The details specified in work description in compliance of terms and conditions stipulated in the tender document.

2. The tender document is available on the CPP portal. The duly filled in tender document with Earnest Money Deposit (EMD) of Rs. 27,000/- (Rupees Twenty-Seven Thousand only) **and relevant supporting documents may be submitted online before 05<sup>th</sup> February 2024 @ 12:00 hrs on CPP**. The EMD is to be in the form of Demand Draft/Pay Order in favour of Sr. Accounts Officer, FSSAI payable at New Delhi. The physical copy of DD is to be submitted to Director, GA Division, FSSAI HQ, New Delhi, FDA Bhawan, Kotla Road, New Delhi, 110002. It may be noted that the bidders having valid MSE registration are exempted from depositing EMD.
3. The Tender document can be downloaded from CPP portal. There is no tender fee.
4. **Address of communication:** Director (GA), Food Safety and Standards Authority of India 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi. - 110002. Email [gadmin@fssai.gov.in](mailto:gadmin@fssai.gov.in).

**DIRECTOR (GENERAL ADMINISTRATION)**  
**FOOD SAFETY AND STANDARDS**  
**AUTHORITY OF INDIA**



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1. This Request for Proposal (RFP) is divided into five Parts as follows:
  - (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Work Completion Period, Mode of Carrying out the required works/services/supply of items/material and Consignee details.
  - (c) **Part III** – Contains Standard Conditions of RFP.
  - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
2. This RFP is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the RFP, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

**PART I – GENERAL INFORMATION**

1. **Start Date, Last Date and Time for Depositing the Bids. Bid Submission Start Date is 15/01/2024. Bids shall be accepted on CPP portal before 05<sup>th</sup> February, 2024 @ 12:00 hrs.** The sealed Bids, both Technical and Financial should be uploaded on the CPP portal by the due date and time and the EMD shall be submitted. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Bids are to be submitted online at CPP Portal. No physical bid shall be accepted.
3. **Submission of Bids.** Online Bids (i.e. both Technical and Financial) should be submitted at the CPP portal by bidders under their original memo/letter pad, inter-alia, furnishing details like GST Regn Number, PAN Number, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids: -
  - (a) Bids against this RFP are required to be submitted, as stated above, under a two- bid system as per the technical requirements indicated in **Part-II of this RFP**. The technical bids are to be accompanied with requisite EMD and other related supporting documents.
  - (b) Financial bids of only the technically qualified bidders would be opened/considered which are to be submitted online as per given format and no representation or contention in this regard shall be entertained.
4. **Time and Date for Opening of Bids Online Bids received by the due date / time will be opened at 15:00 hrs on 07<sup>th</sup>, February, 2024.** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI.
5. **Earnest Money Deposit.** Bidders are required to submit **Earnest Money Deposit (EMD) for amount Rs. 27,000/- with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. The EMD should be valid for a minimum period of 90 days or more from the date of last date of bid submission. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Guarantee from them as provided in part-IV of this RFP. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender.
6. **Pre-Bid Conference.** A pre bid meeting will be held on **23<sup>th</sup> January 2024 at 15:00 hrs** in the office of Food Safety and Standards Authority of India at 3rd Floor, FDA Bhawan, Kotla Road, New Delhi -110002, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could also be sent through email not later than one day before

the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid. In case bidders choose to offer or suggest with better features/specifications etc and concept/material to be used the same shall be discussed by the bidders in the pre- bid meeting and bidders shall also clearly spell out the advantages and superiority of taking such deviations, if they considered it more appropriate and necessary for betterment of the proposed work. The documentary evidence for offering such suggestions with justification shall have to be submitted to FSSAI during the pre-bid meeting. Based on FSSAI confirmation on these points, bidder will submit its offer and will not be allowed to take any further technical deviation at the time of submission of technical offer. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents and/or published on FSSAI's official website. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and/or through the minutes of the pre bid meeting. It may be noted that nonattendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary. The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two persons. The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorized signatory of his/her Organization.

7. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.
8. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post- tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. FSSAI intends to appoint an agency for carrying out the repair work at Canteen of FDA Bhawan.

### **Eligibility Criteria for Technical Bid:**

#### **3.0 Technical Bid/Technical criteria to be fulfilled by the bidder**

Technical Bid consists of all technical details only.

Note: - **It is made clear that no part of financial bid should be reflected or disclosed in technical bid in any manner. If so found, the tender will be summarily rejected by FSSAI.**

- 3.1 Tender fees: No Tender Fee.
- 3.2 **Earnest Money Deposit (EMD)/Bid Security:** Earnest Money Deposit as of Rs. 27,000/- bid document. The EMD shall be paid in the form of demand draft/banker's cheque/Fixed Deposit Receipt/Bank Guarantee issued by a nationalized bank/Scheduled Commercial Bank in an acceptable form in favour of **Sr. Accounts Officer, FSSAI** payable at **New Delhi**. However, MSME registered bidders are exempted.
- 3.3 Tender offers received without EMD shall be rejected straightway and will not be considered. EMD of tendering agency who submits the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of FSSAI.
- 3.4 **The Registered Address of the bidder must be within 15 kms from the FDA Bhawan, Kotla Road, New Delhi -110002 (submit company profile/details indicating location/office address with proof).**
- 3.5 **The bidding agency must have the experience of successfully performing at least five contract of similar type contracts with the minimum value of Rs 5,00,000/- in any Govt organization/Autonomous bodies/State Govt organization. (attach supporting documentary proof).**
- 3.6 **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST. (Attach supportive document viz copy of Regn).
- 3.7 The person signing the tender document on behalf of the agency, shall attach with the tender a proper undertaking stating that he has the authority to bind in all the matters pertaining to the contract, including the arbitration clause.
- 3.8 The bidding firm/agency/company should be an Indian Firm/Agency/Company of Indian origin having been incorporated/in existence for the minimum period of five years as on date of tender document. (attach supporting documentary proof).
- 3.9 Should have satisfactorily undertaken construction/repair work of at least 20 lakhs preferably in Central/State Govt. or PSUs during the past five years

ending previous day of last date of submission of tenders.

- 3.10 The agency and its associated subsidiaries should not have been blacklisted by any agency or involved in any pending government investigation directly for corruption or unfair trade practices etc (**Separate undertaking to be submitted by the bidder**).
- 3.11 The bidding agency should have an annual turnover of Rs.40 Lakhs or more during the preceding FY 2020-2021, 2021-2022 2022-2023. MSME bidders are exempted from turnover criteria but they have to fulfill all other conditions.

#### **4.0 Financial bid:**

4.1 The agencies applying for the CPP bid shall specify (in their financial bid) the cost of repair work breakup wise as well as cumulative for each component specified in the BOQ.

#### **4.0 Desirable Criteria**

- 4.1 The bidders having past experience of similar nature of work will be given preference.

### **Part – III**

#### **Standard Conditions of RFP – May be referred for standard terms of RFP**

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract/Work Order concluded with the successful Bidder (i.e. contractor in the contract), as selected by the FSSAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.

#### **1. General Conditions**

1.1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

1.2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) i.e. from the date of acceptance of work and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services

shall commence from the effective date of the contract.

1.3. **Penalty for use of Undue influence:** The Seller/selected bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer i.e. FSSAI to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

1.4. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

1.5. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party except where required by the law of the land.

1.6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the goods/items/services as required, as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER i.e. FSSAI may also deduct from the SELLER, the Selected Bidder, as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/works/services.

1.7 **Termination of Contract:** The FSSAI shall have the right to terminate this Contract in part or in full in any of the following cases: -

- (a) The delivery of the requisite item/material or required works and services is/are delayed for causes not attributable to Force Majeure for more than three days after the scheduled delivery/work/services.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) The completion of work is delayed due to causes of Force Majeure by more than 10 days provided Force Majeure clause is included in contract.
- (d) The FSSAI has noticed that the selected agency/Contractor has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) There is undue & willful delay in supply of required service for the work resulting delay in completion of the work by the expected schedule as agreed upon, as observed by FSSAI. Further the items supplied are not as per given specifications.
- (f) As per decision of the Arbitration Tribunal.
- (g) Non-compliance of applicable statutory obligations, as per law of land by contractor/selected firm.

2. **Notices:** Any notice required or permitted by the contract shall be written in the Hindi or English languages and may be delivered personally or may be sent by FAX or registered pre- paid mail/e-mail, addressed to the last known address of the party to whom it is sent.

3. **Transfer and Sub-letting:** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

4. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the FSSAI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned



above.

5. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

**6. Taxes and Duties**

All bidders are to adhere to the existing GST provisions and any other tax related law of land and after award of contract any deviation or addition on this count shall not be entertained and the bidder shall be responsible for his acts and deeds.

**Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the FSSAI. Failure to do so may result in rejection of Bid submitted by the Bidder.

**1. Scope of Work- BOO:**

<b>Approximate Estimate &amp; B.O.Q. for repairs and maintenance /misc work in canteen or FDA BHAWAN, NEW DELHI.</b>					
Sr.No.	ITEM	QTY	UNIT	RAT E	TOTA L
1	Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In- Charge.	25.00	Sqm		
2	Cement concrete prepared with batch mixing machine. With Ratio 1:5:3	4.00	Cum		

3	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622 , of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile up to 600x600 mm	35.00	Sqm		
4	Finishing walls with textured exterior paint of required shade :				
a)	New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @2.20kg/10 sqm.	200.00	Sqm		
5	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade:				
a)	Two or more coats on new work.	200.00	Sqm		
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:				
	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	110.00	Sqm		

7	Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid plain flush door shutter of required size comprising of virgin polymer of K value 58-60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm <sup>2</sup> , modulus of elasticity 850 N/mm <sup>2</sup> and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In- Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately)				
	35 mm thick shutters	5.00	Sqm		
8	Renovation & repairs to existing slotted iron racks by adding more shelves and shutters for inside canteen 3pcs	1.00	job		
9	Minor repairs to electrical points and replacing approx 10 tube lights in kitchen	1.00	job		
10	providing new ms loover shutter for near canteen door	3.50	Sqm		
11	Raising manhole cover and frame slab to required level including dismantling existing slab and making good the damage as required (Raising depth of manhole to be paid separately) :				
a)	Rectangular manhole 90x80 cm with rectangular cover 600x450 mm of grade LD - 2.5	1.00	No.		
b)	Rectangular manhole 450x450 cm with circular cover 500 mm dia of grade MD - 10	2.00	No.		
12	existing railing repair for canteen with minimum ms items	1.00	job		

13	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:				
a)	White Vitreous China Flat back wash basin size 450x 300 mm with single 15mm C.P. brass pillar tap	1.00	No.		
14	providing and repair for aluminum door kitchen internal side	1.00	job		
15	providing and fixing transparent vertical blinds for canteen	12.00	Sqm		
16	Providing and fixing C.P. brass kitchen sink mixer of approved quality conforming to IS:8931:				
a)	15 mm nominal bore.	1.00	No.		
17	deep cleaning for kitchen items floors lights etc.	1.00	No.		
18	canteen external side vent mesh repair	5	Sqm		
19	minor plumbing repairs of site in LS	1.00	job		
20	Minor repairs to leakage in existing roof sheets of the outside kitchen	1.00	No.		
21	Dismantling the existing RCC broken slab of the existing manhole 1200x1200mm size in the front lawn of canteen. Providing & fixing new heavy MS cover in two shutters having heavy angle iron frame fully enamel painted over an undercoat of red-oxide primer. Including civil work for fixing hold fasts and minor repairs	1.00	Job		
22	Providing and laying 60mm thick factory made cement concrete paver block of approved shape and colour of M -30 grade made of C&D waste by block making machine with vibratory compaction laid in required pattern and including over 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	200.00	Sqm		

23	<p>Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).</p>	5.00	Cum		
24	<p>Providing and fixing file / storage cabinets in sizes as per design or site requirements made up of BWP block board (of different thicknesses as/ design) finished in machine pressed laminate (colour / texture to be as decided by FSSAI/ matching to the adjoining work stations / wood work. A variation of up to 50mm in either dimension shall be tolerable for getting the desired product in mentioned makes. The inside to be finished in 1mm thick laminate or matching to the exteriors. A-class teak wood 4mm lipping / 2mm thick taping shall be used as lipping etc. wherever required, to be polished to match same shade as laminate. Cabinets to be made as per drawing provided, with all necessary fittings and fixtures such as telescopic channels, hinges, magnetic catchers (hettich make) and handles (S.S. brushed finish), proper locking mechanism, pad lock with steel/ nickel finish, of godrej/doorset / harison or equivalent make etc. all complete. The cabinet shall be mounted either on floor or wall using 6 - 12mm waterproof ply (duro or equivalent) as backing with wooden anchors (gitti) placed @ 300mm c/c on wall. The item shall include making good any holes, wire managers, + fixing on wall</p>				

	wherever required.				
i)	Having Depth of up to 450mm	15	Sqm		
				TOTAL	

2. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a scheduled commercial bank for a sum of Rs. 30,000/- value within 10 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the tentative date of completion of entire work and discharge of contractual obligations. PBG may also be furnished in the form of a Bank Draft/Bankers' Cheque or Fixed Deposit Receipt if the successful bidder wishes to. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected contractor will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, carrying out the desired work/services, settlement of claims and other provisions of the contract are not fulfilled by the Contractor, the same would be adjusted from the available PBG. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal Course of affairs as per law of land against the Indemnity submitted.

3. **Option Clause:** The contract will have an Option Clause, wherein the FSSAI can exercise an option to procure an additional 30% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

4. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, FSSAI reserves the right to 30% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms & conditions and prices quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the FSSAI within this tolerance limit.

5. **Payment Terms:** No advance payment will be made. The payment will be released after successfully work completion and submission of Invoice.

**Paying Authority:** Paying Authority will be Accounts Division, FSSAI, 3rd Floor, FDA Bhavan, New Delhi-110 002 by Sr AO (F&A). The payment of bills will be made on submission of the following documents by the selected Contractor along with the bill:

- i. Ink-signed copy of bill/Invoice
- ii. Copy of Supply Order/Contract

- iii. Job Completion Certificate
- iv. Performance Bank Guarantee in acceptable form
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code

**6. FORCE MAJEURE**

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results due to Force Majeure like Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract. This would also include Pandemic situation/lock down.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time these circumstances persist.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Under this category, either party reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

**7. 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.

**8. Other Conditions/Guidelines**

- 1.1 All rates and amount shall be written both in figures and words without any cutting/over-writing and shall be indicated in Indian rupees only.
- 1.2 The rates quoted, should clearly specify all the service charges and taxes applicable separately. In case, this information is not indicated in the



quotation, it would be presumed that the rates quoted are inclusive of GST. The applicable GST charges should be shown separately in the Price Schedule.

- 1.3 Bid not accompanied by the EMD is liable to be rejected by the FSSAI as non-responsive. The bidder shall write the company/agency/firm name on the back side of the EMD.
- 1.4 The EMD of the unsuccessful bidder shall be returned after the acceptance of the Empanelment Letter by the successful bidder.
- 1.5 The EMD may be forfeited if a bidder withdraws their bid during the period of bid validity specified by the bidder on the bid form. In the case of a successful bidder, if the bidder fails to accept letter of award/acceptance rates. Further, no interest or any other cost will be payable by FSSAI on the EMD. The EMD/bid security is required to protect the owner against the risk of bidder's conduct which would warrant the security forfeiture.
- 1.6 All the pages of bid being submitted must be signed by the bidder as a token of acceptance of all the terms & conditions of this tender.
- 1.7 The FSSAI reserves the right to award the contract of empanelment of rate contract to one or more parties; however, sub-letting of contract is not allowed after award of work. If any such matter comes to FSSAI's notice, the contract will be cancelled and EMD/Performance Security will be forfeited.
- 1.8 No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during interval shall result in the forfeiture of EMD of the Bidder.
- 1.9 FSSAI can withdraw/terminate the contract at any time in case the services are not found satisfactory and or without assigning any reason.
- 1.10 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties. Decision of Competent Authority, FSSAI shall be final & binding on both the parties in respect of all matters of dispute arising out of this tender. If any dispute or difference of any kind whatsoever may arise between the FSSAI and the empaneled agency/firm, arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination,

abandonment or breach of the contract, it shall in the first place, be referred to and settled by the ED(GA) who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the agency/firm.

- 1.11 Arbitration: In case of any dispute between the agency and FSSAI arising out of or in relation to the contract, which could not be resolved due to any reason, the dispute shall be referred to a sole Arbitrator to be appointed by Competent Authority and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act 1940. The Courts of Delhi will have jurisdiction over all legal disputes under this contract.

**9. Statutory Conditions of the Contract (Applicable in case of Successful Bidder)**

1. The contractor shall be responsible for all commissions and omissions on part of work force engaged for the purpose of running the crèche. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employees performing duties under this contract.
2. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged and FSSAI shall not be a party to any dispute arising out of such deployment by the contractor.
3. The work force deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall have any claim of employment with the FSSAI.
4. The Paying Authority shall deduct TDS and GST as per prevailing Government instructions/orders from the total payment made to contractor in pursuance of this contract. The TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount of cost escalation.
5. The agency shall comply with all the labour laws/statutory compliances and any other safety measures while undertaking the work. FSSAI shall not be responsible for any kind of injury/loss of life, property etc. arising out of the action of the agency.

## **Part V – Evaluation Criteria & Price Bid issues**

### **1. EVALUATION CRITERIA:**

#### **Determination of responsiveness**

- a) Prior to the financial evaluation of bids, FSSAI will determine whether each bid is substantially responsive to the requirement of bidding documents.
  - b) For the purpose of the above clause, the bid should conform to all the terms, conditions, and specifications of the bidding documents without material deviation. A material deviation is one which affects/limits in any substantial way the scope, quality, or performance of works and/or is inconsistent with the bidding documents.
  - c) Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability which should form the technical offer by fulfilling the requisite qualifying requirement as mentioned above. The technical offer of the firm would be evaluated by the Technical Evaluation Committee (TEC). The financial/commercial offers will be opened only in respect of the bidders who qualify the technical bid requirements as per the tender details.
  - d) No error, overwriting, / correction shall be permissible unless attested under the signature of the bidder with date and seal.
2. **Selection Procedure & Evaluation of Financial Bids:**
- i. The agencies applying for the CPP bid shall specify (in their financial bid) the total cost of completing the work. The bidder proposing minimum cost of work shall be awarded the work.

### **3.0 Award of Contract:**

- a) FSSAI will award the contract to the technically qualified bidder who quotes minimum price for the repair work in their financial bid.
4. Bid documents may be submitted online according to annexures along with uploading all uploading necessary supporting documents.
5. The bidder shall ensure to upload all necessary documents as per various provisions (technical criteria) of this bid document. If any document is found lacking, then the bidder will be disqualified and he/she only shall be responsible for the same.
6. The bidder shall also ensure to upload following annexures:
- |                         |   |                             |
|-------------------------|---|-----------------------------|
| Annexure – 1            | : | Tender Form along with EMD  |
| Annexure – 2            | : | Bidder's profile            |
| Annexure – 3            | : | Financial Status            |
| Annexure – 4            | : | Letter of authority         |
| Annexure – 5            | : | Performance Security (Bank  |
| Guarantee) Annexure – 6 | : | Check List for Bidders      |
| Annexure – 7            | : | Pro-forma for financial bid |

**Tender Form**

**To**

The Assistant Director (GA)  
Food Safety and Standard Authority of India Ministry of  
Health & Family Welfare,  
FDA Bhawan, Kotla Road, New  
Delhi-110002

Ref. Your Tender No. \_\_\_\_\_ dated  
\_\_\_\_\_

1. We, the undersigned have examined the above Tender Document, No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), *description of the goods and services* in conformity with your above referred document.
2. If our Tender is accepted, we undertake to perform the services as mentioned above.
3. We agree to keep our tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
4. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred Tender enquiry.
5. We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government
6. Brief of court/legal cases pending, if any, are following:
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender documents, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly Authorized to sign  
ender for and on behalf of bidder with company  
seal.

**BIDDER'S PROFILE:**

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone: Office – Residence Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	VAT RegnNo.	
9.	Service Tax Regn No.	
10.	PAN Number	
11.	<b>STRUCTURE AND ORGANIZATION</b> 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**

**Name of the Bidder**

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<b>Description</b>	<b>Financial Years</b>		
	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

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 THE BIDDER WITH SEAL  
AND DATE**

**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

The Asstt Dir (GA),  
FDA Bhawan, 3<sup>rd</sup> floor, Kotla Road,  
New Delhi-110002

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to apply for bid, sign contract and for any other correspondence and communication against above Bid Document:

1) Name & Designation \_\_\_\_\_ Signature

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

Yours faithfully,

Signature      Name      &  
Designation For and on behalf  
of

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.



Performance Security

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (here in after called the “Bank”) of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the “Department”) of the other part.
  
2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for of contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_ (Name of the contractor (hereinafter called the “contractor”).
  
3. AND WHRERAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. (Amount in figures and words).
  
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
  
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order form the Department to indemnify the Department for any liability of damage resulting from any defects of short comings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or short comings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects of shortcomings or debts of the Contractor. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the

Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agree to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the contractor.
9. The Neglect or forbearance of the Department in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the Department”, “the Bank” and “the Contractor” herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of; the bank has signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) being herewith duly authorized.

For and on behalf of the

\_\_\_\_\_

Bank. Signature of authorized

Bank official

Name

\_\_\_\_\_

Designation

\_\_\_\_\_

I.D. No.

\_\_\_\_\_

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

Witness-2

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Address

\_\_\_\_\_

**CHECKLIST - FOR BIDDERS**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
1.	DD/PO for Rs. 27,000/- (Rupees Twenty Seven Thousand only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
2.	Tender Form : Annexure – 1		
3.	Tender document duly signed and stamped on each page.		
4.	Bidder Profile – : Annexure – 2		
5.	Financial Status : Annexure – 3		
6.	Letter of Authority :Annexure - 4		
7.	Enclosed Xerox copy of PAN Card		
8.	Enclosed Xerox copy GST Registration Certificate		
9.	Attached the copies of the audited balance sheets, including all related notes and income statement for the last three Financial years in support of Annual Financial Turnover and strength i.e.2020-2021, 2021-2022, 2022-2023.		
10.	Enclosed copy of work orders of contracts obtained as mentioned in RFP in support of experience and similar work done		
11.	Enclosed copies of Execution certificates issued by user Govt. Organizations.		
12.	Documentary proof in support of experience, CA certified turnover proof etc.		
13.	Any other document specified in the technical criteria of this bid document.		

Note: The above check list is broadly indicative of submission of documents. **Also please go through Part-II of tender document for eligibility conditions/criteria so as to avoid any scope of non-fulfilling of qualifying condition.**

**SIGNATURE OF BIDDER WITH SEAL AND DATE**

## FINANCIAL BID

Approximate Estimate & B.O.Q. for repairs and maintenance /misc work in canteen or FDA BHAWAN, NEW DELHI.					
Sr.No.	ITEM	QTY	UNIT	RAT E	TOTA L
1	Repair to plaster of thickness 12mm to 20 mm in patches of area 2.5 sqm and under, including cutting the patch in proper shape, raking out joints and preparing plastering the wall surface with white cement based polymer modified self curing mortar, including disposal of rubbish, all complete as per the direction of Engineer-In- Charge.	25.00	Sqm		
2	Cement concrete prepared with batch mixing machine. With ratio 1:5:3	4.00	Cum		
3	Providing and laying vitrified floor tiles in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS : 15622 , of approved make, in all colours and shades, laid on 20mm thick cement mortar 1:4 (1 cement : 4 coarse sand) jointing with grey cement slurry @ 3.3kg/sqm including grouting the joints with white cement and matching pigments etc., complete. Size of Tile up to 600x600 mm	35.00	Sqm		
4	Finishing walls with textured exterior paint of required shade :				
a)	New work (Two or more coats applied @ 3.28 ltr/10 sqm) over and including priming coat of exterior primer applied @2.20kg/10 sqm.	200.00	Sqm		
5	Wall painting with acrylic emulsion paint of approved brand and manufacture to give an even shade:				
a)	Two or more coats on new work.	200.00	Sqm		
6	Painting with synthetic enamel paint of approved brand and manufacture of required colour to give an even shade:				
	Two or more coats on new work over an under coat of suitable shade with ordinary paint of approved brand and manufacture.	110.00	Sqm		

7	Providing and fixing factory made single extruded WPC (Wood Polymer Composite) solid plain flush door shutter of required size comprising of virgin polymer of K value 58- 60 (Suspension Grade), calcium carbonate and natural fibers (wood powder/ rice husk/wheat husk) and non toxic additives (maximum toxicity index of 12 for 100 gms) having minimum density of 650 kg/cum and screw withdrawal strength of 1800 N (Face) & 900 N (Edge), minimum compressive strength 50 N/mm <sup>2</sup> , modulus of elasticity 850 N/mm <sup>2</sup> and resistance to spread of flame of Class A category with property of being termite/borer proof, water/moisture proof and fire retardant and fixing with stainless steel butt hinges of required size with necessary full body threaded star headed counter sunk S.S screws, all as per direction of Engineer-In- Charge. (Note: stainless steel butt hinges and necessary S.S screws shall be paid separately)				
	35 mm thick shutters	5.00	Sqm		
8	Renovation & repairs to existing slotted iron racks by adding more shelves and shutters for inside canteen 3pcs	1.00	job		
9	Minor repairs to electrical points and replacing approx 10 tube lights in kitchen	1.00	job		
10	providing new ms loover shutter for near canteen door	3.50	Sqm		
11	Raising manhole cover and frame slab to required level including dismantling existing slab and making good the damage as required (Raising depth of manhole to be paid separately) :				
a)	Rectangular manhole 90x80 cm with rectangular cover 600x450 mm of grade LD - 2.5	1.00	No.		
b)	Rectangular manhole 450x450 cm with circular cover 500 mm dia of grade MD - 10	2.00	No.		
12	existing railling repaire for canteen with minimum ms items	1.00	job		

13	Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require:				
a)	White Vitreous China Flat back wash basin size 450x 300 mm with single 15mm C.P. brass pillar tap	1.00	No.		
14	providing and repaire for aluminium door kitchan internal side	1.00	job		
15	providing and fixing transprent vertical blinds for canteen	12.00	Sqm		
16	Providing and fixing C.P. brass kitchan sink mixer of approved quality conforming to IS:8931:				
a)	15 mm nominal bore.	1.00	No.		
17	deep cleaning for kitchan items floors lights etc.	1.00	No.		
18	canteen external side vent mesh repaire	5	Sqm		
19	minor plumbing repairs of site in LS	1.00	job		
20	Minor repairs to leakage in existing roof sheets of the outside kitchen	1.00	No.		
21	Dismantling the existing RCC broken slab of the existing manhole 1200x1200mm size in the front lawn of canteen. Providing & fixing new heavy MS cover in two shutters having heavy angle iron frame fuly enamel painted over an undercoat of red-oxide primer. Including civil work for fixing hold fasts and minor repairs	1.00	Job		
22	Providing and laying 60mm thick factory made cement concrete paver block of approved shape and colour of M -30 grade made of C&D waste by block making machine with vibratory compaction laid in required pattern and including over 50mm thick compacted bed of coarse sand, filling the joints with fine sand etc. all complete as per the direction of Engineer-in-charge.	200.00	Sqm		

23	<p>Providing and laying at or near ground level factory made kerb stone of M-25 grade cement concrete in position to the required line, level and curvature, jointed with cement mortar 1:3 (1 cement: 3 coarse sand), including making joints with or without grooves (thickness of joints except at sharp curve shall not to more than 5mm), including making drainage opening wherever required complete etc. as per direction of Engineer-in-charge (length of finished kerb edging shall be measured for payment). (Precast C.C. kerb stone shall be approved by Engineer-in-charge).</p>	5.00	Cum		
24	<p>Providing and fixing file / storage cabinets in sizes as per design or site requirements made up of BWP block board (of different thicknesses as/ design) finished in machine pressed laminate (colour / texture to be as decided by FSSAI/ matching to the adjoining work stations / wood work. A variation of up to 50mm in either dimension shall be tolerable for getting the desired product in mentioned makes. The inside to be finished in 1mm thick laminate or matching to the exteriors. A-class teak wood 4mm lipping / 2mm thick taping shall be used as lipping etc. wherever required, to be polished to match same shade as laminate. Cabinets to be made as per drawing provided, with all necessary fittings and fixtures such as telescopic channels, hinges, magnetic catchers (hettich make) and handles (S.S. brushed finish), proper locking mechanism, pad lock with steel/ nickel finish, of godrej/doorset / harison or equivalent make etc. all complete. The cabinet shall be mounted either on floor or wall using 6 - 12mm waterproof ply (duro or equivalent) as backing with wooden anchors (gitti) placed @ 300mm c/c on wall. The item shall include making good any holes, wire managers, + fixing on wall wherever required.</p>				
i)	Having Depth of up to 450mm	15	Sqm		
				TOTAL	