

F.No. 19-01/GA/2019-20/FSSAI  
Food Safety And Standards Authority Of India  
(A Statutory Regulatory Authority of Govt of India)  
Ministry of Health and Family Welfare  
FDA Bhawan, Kotla Road, New Delhi-110 002

Dated the 11 Sept, 2019

**ADDENDUM / CORRIGENDUM**

**To The RFP for selection of suitable contractor for 'creation & renovation of Office Accommodation in PTH Building located in Andheri (E), Mumbai**

An Open Tender Enquiry was floated vide RFP dated 27<sup>th</sup> August, 2019 published on FSSAI website and CPP Portal on 28<sup>th</sup> August, 2019 for the subject work.

2. As per terms and conditions laid down in tender document, a pre bid meeting was held on 5<sup>th</sup> Sept, 2019 at 1100 hrs.

3. During the pre-bid meeting two bidders i.e. M/s Kamini Constructions and M/s Mahendra & Company were present and their representatives raised various points/observations for favourable consideration relating to RFP/Tender inquiry. All the points were duly responded and Minutes of the pre-bid meeting are published on FSSAI website [www.fssai.gov.in](http://www.fssai.gov.in) for information of all concerned. Based on which the following amendments are made and be considered as part of Tender by all the bidding agencies interested in bidding against the Tender Enquiry:-

<b><u>S.No.</u></b>	<b><u>FOR</u></b>	<b><u>READ AS</u></b>	<b><u>Remarks</u></b>
(i)	<b><u>Payment Terms</u></b> : The payment to the selected Contractor will be made as per following schedule: - (a) 30% Advance of total cost - against submission of Bank Guarantee or Fixed Deposit in favour of Sr. Accounts Officer, FSSAI of an equivalent amount. The same will be released on completion of 30% work. This will be in addition to PBG @10% of the contract value. (b) 20% Advance of total cost – after completion of approx 50% work as per given specifications/details within the stipulated time frame and to the satisfaction of buyer i.e. FSSAI. (c) Balance 50% - On	<b><u>Payment Terms</u></b> : The payment to the selected Contractor will be made as per following schedule :- (a) Advance payment equivalent to 25% of the total cost of works and services will be released on submission of Bank Guarantee of the same amount. This would be in addition to the performance guarantee. It would be released after completion of 25% work. This way we would be safeguarding the organizational interest. (b) 25% Advance of the total cost – after completion of 50% work as per given specifications/details within the stipulated time frame and to the satisfaction of buyer i.e. FSSAI.	Payment Terms have been revised.

	<p>completion of entire works and Services/infrastructure as specified and removal of all items/leftovers from site subject to satisfaction of Head (GA &amp; Legal), FSSAI and/or AD(GA), FSSAI HQ. However, the selected agency shall be required to submit an indemnity bond on Rs.100/- e-stamp paper giving undertaking/guarantee for providing assurance on the entire works/services/ supplied items etc, done under this RFP for a period of one year from the date of submission of final bill.</p>	<p>(c) 15% Advance of the total cost – after completion of 75% work as per given specifications/details and to the satisfaction of buyer i.e. FSSAI.</p> <p>(d) The balance/final amount equivalent to 35% of the total cost will be released on completion of entire works and Services /infrastructure as specified and removal of all items/leftovers from site subject to satisfaction of Head (GA &amp; Legal), FSSAI and/or AD(GA), FSSAI HQ. However, the selected agency shall be required to submit an indemnity bond on Rs.100/- e-stamp paper giving undertaking/guarantee for providing assurance on the entire works/ services/supplied items etc, done under this RFP for a period of one year from the date of submission of final bill.</p>	
(ii)	<p><b><u>Other Conditions/ Guidelines:-</u></b> Para 10 (f) The actual date of commencement of work will be reckoned from the date of signing of the Agreement/ acceptance of work order.</p>	<p><b><u>Other Conditions/ Guidelines:-</u></b> Para 10 (f) The actual date of commencement of work will be reckoned from the date of handing over site for work.</p>	
(iv)	<p>1.2. <b><u>Effective Date of the Contract:</u></b> 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 award 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. <b>(All the specified works and services, supply of items etc; shall be completed within 30 Days from the effective date of contract.)</b></p>	<p>1.2. <b><u>Effective Date of the Contract:</u></b> 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 award 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. <b>(All the specified works and services, supply of items etc; shall be completed within 150 Days from the effective date of contract.)</b></p>	<p>The actual completion time of entire works would be 150 days including the job of temporary structure on terrace and date of commencement of work will be considered from the date of handing over site of the work.</p>

(viii)	RACEWAY OF 100mm AND QTY NOT MENTIONED IN RFP	THIS ITEM WILL BE EXECUTED WITH 100MMX50MM SIZE RACEWAY AS PER DRAWING/ON SITE REQUIREMENT (QUANTITY APPROX 60 RMtrs OF LEGARD MAKE OR EQUIVALENT). WHILE SUBMITTING FINANCIAL BID THE COST FOR THIS ITEM MAY BE MENTIONED SEPARATELY WHICH WILL BE CONSIDERED IN TOTAL QUOTED PRICE.	
(ix)	It was further mentioned that water supply with using CPVC pipes are mentioned in RFP but the drainage system pipes measuring 75/100/160mm and Gully Trap and Manhole traps not mentioned. Neither the Drainage give impression of complete system. Please clarify and incorporate	UPVC PIPES WITH 75MM dia (QTY Approx 40 RMtr), WITH 110mm dia (QTY 60 RMtr), 160mm dia (QTY 40 RMtr) GULLY TRAPS (300X300mm) WITH CI COVER QTY 04 Nos AND MANHOLE/DRAINAGE INSPECTION CHAMBERS WITH CI COVERS (QTY 02 Nos) PLEASE MENTION PRICE SEPARATELY IN FINANCIAL BID FOR THESE ITEMS WHICH WOULD BE CONSIDERED IN TOTAL QUOTED TENDER COST.	
(x)	<b><u>(G) ELECTRICALS</u></b> Supplying and Drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/recessed Steel/PVC conduit as required. - 1 RUN	<b><u>(G) ELECTRICALS</u></b> Supplying and Drawing of UTP 4 pair CAT 6 LAN Cable in the existing surface/recessed Steel/PVC conduit including iO sockets viz CAT 6 UTP JACK with Polycarbonate Modular Type Face Plate (Qty Apprx 60 Nos), all complete as required. - 1 RUN	This item price may be quoted with I.O. sockets cost including installation etc while quoting rates. The approx qty of iO sockets would be around 60 Nos. The tentative qty of Cable as stated in RFP remains unchanged.
(xii)	<b><u>Performance Guarantee:</u></b> The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 120 days beyond the tentative date of completion of entire work. PBG may also be furnished in the form of a Bank Draft/Bankers'	<b><u>Performance Guarantee:</u></b> The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the actual date of completion of entire work. 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	The percentage of PBG remains unchanged. The validity period is reduced from 120 days to 60 days after actual date of work completion

	<p>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.</p>	<p>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.</p>	
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4. All other terms and conditions, quantities of items etc remains unchanged in the subject RFP. Bidders may carefully go through the changes and submit their bids accordingly, any ignorance/lack of understanding or confusion will not be considered as leverage or weight age at the time of evaluation of bids.

(Ravinder Kumar)  
Asstt Dir (GA)  
For Head (GA & Legal)