

Dated the 27<sup>th</sup> August, 2020

**CORRIGENDUM TO THE OPEN TENDER ENQUIRY PUBLISHED ON 11<sup>th</sup> AUGUST, 2020 FOR SELECTION OF SUITABLE CONTRACTOR FOR CREATION OF FURNISHED OFFICE STRUCTURE WITH COMPLETE INTERIORS, SUPPLY OF FURNITURE & FIXTURES, AIRCONDITIONING SYSTEM AND OTHER MISC& CIVIL WORK AT 2<sup>nd</sup> FLOOR, MMU BUILDING,**

This is with reference to the Tender Document published on 11<sup>th</sup> Aug, 2020 for the subject work. Pre-Bid Meeting was held on 18 Aug 2020 in FDA Bhawan, Kotla Road, New Delhi-110 002 wherein various issues were discussed with the prospective bidders present in this meeting. The following amendments are hereby made through this corrigendum which may be perused for reference and adhere to while submitting bids. Brief record of pre bid meeting is at **Annexure – A below for information of all concerned.**

<b><u>S.No.</u></b>	<b><u>FOR</u></b>	<b><u>READ</u></b>
(I)	<u>Para 9.9 (i) of the RFP -</u> Three composite works of Rs.2.50 crore each (At least two works should be composite building works like temp LGSF based construction/pmt construction, all electrical, air-conditioning, visual, furniture and fixtures etc excluding maintenance work)	Three composite works of Rs.2.00 crore each (At least two works should be composite building works like temp LGSF based construction/pmt construction, all electrical, air-conditioning, audio-visual, furniture and fixtures etc excluding maintenance work)
(ii)	<u>Para -1 of Part-IV-Special Conditions of RFP content only on validity of PBG</u> Performance Bank Guarantee (PBG) should be valid up to one year beyond the date of completion of entire work.	Performance Bank Guarantee (PBG) should be valid for 60 days beyond the date of completion of entire work.
(iii)	<u>Para 5 (a) of Part-IV – Special Conditions of RFP</u> 25 % Advance of total cost – against submission of Bank Guarantee/FDR/DD of equivalent amount in favour of Sr. Accounts Officer, FSSAI. The same will be released after satisfactorily completion of 40% work.	25 % Advance of total cost – against submission of Bank Guarantee/FDR/DD of equivalent amount in favour of Sr. Accounts Officer, FSSAI payable at New Delhi/Delhi. The same will be released after satisfactorily completion of 30% work.

2. Other terms and conditions/contents mentioned in tender document (RFP) will remain unchanged. This issues with the approval of Competent Financial Authority.

Sd/  
(Ravinder Kumar)  
Asstt Dir (GA)

**MINUTES OF PRE-BID MEETING HELD ON 18 AUGUST 2020 AT 1100 HRS  
AT 3<sup>rd</sup> FLOOR, FDA BHAWAN, NEW DELHI-110 002 IN CONNECTION WITH SELECTION  
OF SUITABLE CONTRACTOR FOR CREATION OF FURNISHED OFFICE STRUCTURE  
WITH COMPLETE INTERIORS, FURNITURE & FIXTURES, AIRCONDITIONING  
SYSTEM, LIFTS AND OTHER MISC & CIVIL WORK AT 2<sup>nd</sup> FLOOR,  
MMU BUILDING.**

An Open Tender Enquiry was floated on 11-08-2020 for selection of suitable contractor to carry out the subject work viz creation of furnished office structure with complete interiors, furniture and fixtures, air-conditioning system, Lifts and other misc & civil work at 2<sup>nd</sup> floor and terrace of MMU Building. A pre bid meeting was held on 18<sup>th</sup> August, 2020 at 1100 hrs. The last date for submission of bids has been kept as 3<sup>rd</sup> September, 2020. The following FSSAI officials were present:-

- (i) Mr. Ravinder Kumar, AD(GA)
- (ii) Mr. Sumer Singh Meena, AD(GA)

2. During the pre-bid meeting the undermentioned probable bidders were present: -

- (i) Mr. Dhiraj Navani, Proprietor & rep of M/s Kamini Constructions
- (ii) Mr. Abhishek Kumar and Mr Utsav Tetarbe, reps of M/s Godrej & Boyce Mfg Co. Ltd.
- (iii) Mr. Arif, rep from M/s Shaka Electricals India
- (iv) Mr. Navneet Gupta, rep of M/s Girdhari Lal Chauhan & Sons
- (v) Mr. Sanjeev Narula, rep of M/s SF Project

3. The probable bidders raised various queries and made few suggestions in the Tender Document and also sought clarification and payment provision mentioned in RFP. These are appended below for reference:-

S.No.	Observations	Clarifications
(i)	It was pointed out by the rep of M/s Shaka Electrical India that the experience of work done is asked for Rs.2.50 crore each for three works whereas they have work order for Rs.2.00 crore each for electrical and Rs.1.00 crore for Civil work. Thus not for composite work as mentioned. It was mentioned that whether it would be possible to reduce the existing amount condition to Rs.2.00 crore for each work.	It was clarified that this provision has been categorically kept with a view to ensure that the contractor has experience and capability of carrying out the desired works/jobs mentioned in RFP. However, as desired and in order to provide natural justice and equal opportunity to maximum bidders we may accept the request and relax the condition from three composite works of Rs.2.50 crore each to Rs.2.00 crore each during past three years (para 9.9 (i) of RFP). If agreed, this would be published on FSSAI's website and CPP Portal.
(ii)	It was further stated by most of the bidders that the time span of job	It was mentioned that the work is to be done on top priority basis as FSSAI need

	completion given in RFP is not adequate as the work would require around 7 to 8 months' time. Therefore, the time frame be revised from existing 160 days to more than 200 days.	to get the office space ready. However, the request for time extension by majority of bidders will be brought to the notice of competent authority. If agreed, this would be published on FSSAI's website and CPP Portal. No assurance was given to the bidders.
(iii)	The reps of M/s Girdhari Lal Chauhan & Sons and M/s Godrej desired to provide detailed drawings for ceiling, panels and other works to enable them to submit reasonable prices for the required work.	It was clarified by the Lead Expert Mr Manish Gupta and AD(GA) that the basic layout plan has already been provided. The tender and BoQ specify the items required to be incorporated and quantities thereof also mentioned. Hence, the bidders need to submit their quotations accordingly, in case of variation at site for certain items' qty the same would be paid accordingly at the quoted price. The bidders agreed to it.
(iv)	It was further stated that delay in providing drawings may also cause delay in work execution for which bidding agency will be made responsible.	It was clarified that working drawings would be provided in due course and selected agency would not be held responsible for delay in work due to this reason.
(v)	A clarification was sought by the rep of M/s Kamini Constructions that a condition for erection of temporary structure on roof to have structural strength against more than 100 kms wind speed. In this regard the solar power structure's strength capacity to bear the load of 100kms wind speed should not be in scope of selected vendor as the agency carrying out the installation of solar power would be different. It was further stated that whether double boards are to be incorporated on exterior walls (outer walls) as this is not specifically mentioned.	It was clarified that the selected contractor would only be laying the aluminium/steel based stand for installation of solar panels on it later. Therefore the responsibility would be restricted to roof strength only and not for solar power system. It was also clarified that the exterior walls of the LGSF structure will have double pre-fabricated boards and while submitting the quotation this aspect should kept in mind by all bidders. Bidders agreed to it.
(vi)	It was pointed out that the PBG is to be submitted with validity of one year beyond the date of completion of entire work. This would hold the considerable amount for more than 1.5 yrs time whereas it should normally be asked for 60 days beyond the date of work completion. Further in Force Majeure clause the delay or non performance due to pandemic reasons should also be mentioned as per recently issued govt guidelines.	It was clarified that the condition of validity of PBG would be reduced to 60 days beyond completion of contractual obligations as mentioned in GFR-2017 (Rule 171(ii)). It was also stated that the delay in work due to any unforeseen pandemic reasons would be considered as part of Force Majeure. If agreed, we may accept the request of the bidders as per rule. This would be published on FSSAI's website and CPP Portal.

(vii)	The reps from M/s Girdhari Lal Chauhan and Sons and M/s Kamini Constructions raised a point that the Penalty Clause @0.5% for every week of delay in work is too high and the period may please be enhanced to 15 days (fortnight).	It was stated that the penalty clause is standard and will remain unchanged. It was not contended by any one present.
(viii)	The bidders also raised a point whether they are under obligation to obtain any approvals from Civic/MCD authorities as these issues sometimes cause undue delay for which bidders should not be held responsible.	It was clarified that FSSAI itself will take care of such approvals, if required and bidders may not be held responsible for them.
(ix)	The bidding agencies also raised a point towards submission and refund of security amount equivalent to 25% advance payment in addition to PBG. The refund of such security, as per RFP, is mentioned on completion of 40% work. It was requested that it should be refunded on completion of 30% work as FSSAI will also be in possession of 7.5% PBG amount to safeguard its interest as the advance is being given against blockage of same amount. This would restrict working capital required for processing of work.	It was mentioned that the issue would be brought to the notice of Competent Authority and in case agreed upon the same would be published under corrigendum on FSSAI official website. The request appears to be reasonable. If agreed, the same would be published on FSSAI's website and CPP Portal.
(x)	A clarification was sought whether there is any restriction on working hours or movement of items into the premises. A clarification was also sought whether NSIC registered firm is exempted for submitting EMD as in RFP only MSME exemption is mentioned.	It was clarified that there is no restriction of any kind from FSSAI for executing the awarded work. It was also apprised that NSIC registered bidders with valid certificate are also exempt as per Govt of India norms.
(xi)	The point was raised whether the site can be visited for inspection to have real accessibility of premises where work is to be carried out.	It was stated that the same can be inspected even at present or any time any bidder wish to during all working days from Monday to Friday between 1000hrs to 1630 hrs.
(xii)	The rep of Kamini Constructions stated whether PUF panel doors are to be provided.	It was clarified that no PUF panel door or such item is to be used for insulation. Roof insulation as well as wall insulation with glass wool of 100mm is to be done.
(xiii)	It was further mentioned that Glass Door items mentioned at sl no.115 (a) to (e) in RFP are 14 Nos whereas doors to be installed are mentioned as 21 Nos. Therefore, quantity may be clarified.	It was mentioned that the qty would be as per number of doors and in case of variation in qty during actual course of work the same would be paid accordingly. Hence, no need to change in price bid at this stage.

(xiv)	A clarification was also sought by the rep of M/s Sanjeev Furnishers Pvt Ltd that during current scenario there are budget constraint in govt departments. Whether FSSAI would be able to make payment as per schedule.	It was clarified that the payments, as and when due, would be released as there is no such issue.
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4. It was further clarified that the time limit mentioned is reasonable for work completion. However, as insisted upon by all bidders, it was assured that this aspect would be considered but it would not be considered more than 180 days viz six months' time considering all pros and cons and wherewithal of the area and that is why composite tendering has been done so that the onus of responsibility for supply of items, civil/electrical work and plumbing work should not be shared or transferred. As a consolidated supplier of all works and services i.e. all items, it becomes quite convenient and authority of getting work done is also centralized. The single vendor has to plan its work stages and he will be having freehand by customizing its preferences on supply/installation of items according to their onsite requirement and scope of finishing. This was agreed upon by all the bidders as the provision of unforeseen circumstances viz short supply/strike, natural calamity or pandemic situation etc will prevail in time limit.

5. There being no more points the meeting was adjourned.

Sd/-  
(Ravinder Kumar)  
AD(GA)  
18--8-2020

Sd/-  
(Sumer Singh Meena)  
AD(GA)  
18-08-2020

Sd/-  
(Manish Gupta)  
Empanelled Lead Expert