



**F. No. 18-01/GA/2017-FSSAI**

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

Dated, the 19<sup>th</sup> May, 2017

**LIMITED TENDER NOTICE**

**TENDER FOR DISMANTLING OF LIFT MACHINE ROOM AND**  
**CREATING SPACE FOR LIFTS ON ROOF TOP OF FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110 002**

Food Safety and Standards Authority of India invites sealed Limited Tenders from the **selected agencies** only as per list attached for carrying out the work for dismantling of existing Lift Machine Room and Creating infrastructure of movement of lift at terrace area and related miscellaneous work at FDA Bhawan, Kotla Road, New Delhi-110002 as specified in work description in compliance of terms and conditions stipulated in the tender document.

02. The tender document of the contract is available on the FSSAI website. The duly filled in Tender Document with relevant supporting documents may be submitted on or before **29<sup>th</sup> May, 2017 by 1300 hrs** in the office of Assistant Director (GA), FSSAI, FDA Bhawan, Kotla Road, New Delhi 110002 along with separate Demand Draft / Pay Order for Rs. 40,000/- (Rupees Forty Thousand only) (Non-bearing interest basis) as Earnest Money. Demand Draft / Pay order should be in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

Tender document (non-transferable) containing detailed specifications, terms & conditions can be obtained from GA Division on payment of cost of tender Rs. 100/- (non-refundable) in the form of Cash/Demand Draft/Pay order drawn on any Commercial Bank in favour of *Senior Accounts Officer, FSSAI, New Delhi* or alternatively, the same can be downloaded from FSSAI website [www.fssai.gov.in](http://www.fssai.gov.in) and also from or through CPP Portal [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app) However, the tender may be submitted along with the payment towards cost of the tender in the form of Draft/Bankers' Cheque as mentioned above in addition to the requisite EMD.

**Address of communication:** AD(GA), Food Safety and Standards Authority of India 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

ASSTT DIRECTOR (GA)  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

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**1.0 SUBMISSION OF BID:**

1.1 a) Submission, acceptance and rejection: - A tender in sealed cover super scribing "Tender for Creation of Infrastructure for existing Lifts and other miscellaneous work," at FDA Bhawan, Kotla Road, New Delhi" should reach in the office of AD (GA), Food Safety and Standards Authority of India, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi - 110002 on or before 1300 hrs by 29<sup>th</sup> May, 2017.

b) The tender will be in two parts as under: -

(i) Technical Bid – Technical Bid consisting of all technical details e.g. experience, certificate of incorporation/office, EMD amount and tender fee/cost etc. along with commercial terms and conditions, and

(ii) Financial Bid – Financial Bid indicating item-wise price for the items mentioned in the tender document and total aggregate amount.

Note: The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed (as 'Technical Bid' or 'Financial Bid' as the case may be) and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed (as Tender Documents in response to Tender Notice dated 19<sup>th</sup> May, 2017 for Creation of Infrastructure for existing Lifts and Misc Work)

c) Tenders which are not complete in all respects are liable to be rejected.

d) While submitting the tender, the tenderers will be deemed to have read, understood and accept all the terms and conditions, scope of work stated in the tender documents. Any doubts or clarifications with regard to the interpretation of the terms and conditions stipulated in the Tender Enquiry or the works and services to be carried out, may be got clarified from FSSAI HQrs. mentioned above at least 02 days before tender closing date.

2.0 Non-transferability: This tender is non-transferable.

**3.0 Bidder's Eligibility Criteria (BEC)**

3.1 **Experience:** Bidders are required to submit documentary proof of work order of single contract at least 02 nos of job value of Rs.10 lakhs each for the similar/allied nature of job in Govt./Semi Govt./Public Sector organizations during the last three years. Date is to be reckoned from the date of issue of this tender.

### 3.2 **Financial Criteria:**

- 3.2.1 Annual Turn Over: Balance sheet/profit & loss Account in support of having turnover of the firm should not be less than Rs. 30 lakhs p.a. during the past 03 financial years viz(a) 2013-14, (b) 2014-15, (c) 2015-16. Financial data/copy of Balance Sheet/P & L A/c etc; in support duly certified by the bidding agency for the said financial years may be furnished in the Annexure-3.
- 3.2.2 The agencies shall have to submit the documentary proof in support of above requirement. The bids not meeting the above requirements of BEC/Tender documents entirely and/or not accompanied by necessary documents shall be summarily rejected & shall not be considered for detailed evaluation.
- 3.2.3 A check list for submission of the relevant documents is enclosed as Annexure -7. Bidders are requested to ensure the compliance as per check list while submitting the offer.

### 4.0 **Scope/Description of Work**

- 4.1 This organization intend to replace its existing two old lifts. Order for supply, installation and commissioning of 02 Nos of new MRL gearless lifts has also already been given through separate TE. The old lifts are having Machine Room on top of FDA Bhawan and in order to bring the new lifts at top/terrace of FDA Bhawan, the desired work for dismantling of existing Machine Room floor area by converting the same to Lift Lobby and creating necessary infrastructure and related miscellaneous civil work to enable both the lifts landing at terrace this tender enquiry is being invited. Thus the work involves necessary dismantling of RCC floor and laying fresh RCC Slabs in two parts in such a way that the entire structure is created with minimum disruption to movement of existing one lift as the one has to be dismantled and removed for this work. The drawing is attached as Appendix-A for reference. It may be noted that the work requires high skills as the two lifts are to be travelled one more floor and creation of infrastructure is to be done in such a way that one lift remains functional for maximum time during the construction/modification process.
- 4.2 The details of items, works and services to be carried out are broadly given below for reference and making analysis of the requirement: -

S.No.	Item Description	Unit	Qty
1	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering. All work upto all heights 1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	9
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering. All work upto all heights 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	Cum	4

3	Providing and laying cement concrete in retaining wall, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size) at all height.	Cum	4
4	Centering and shuttering including strutting, propping etc. and removal of form for all shapes including Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks and the like at all heights	Sqm	60
5	Providing, hoisting and fixing at all heights precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like including the cost of required centering, shuttering, finishing smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete but excluding cost of reinforcement with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size).	Cum	2
6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. cold twisted bars at upto terrace level of proposed structure.	Kg.	1200
7	Brick work with modular calcium silicate bricks machine moulded conforming to IS:4139, class designation 10 average compressive strength in superstructure above plinth level up to floor V level ( Terrace) in Cement mortar 1:4 (1 cement : 4 coarse sand).	Cum	8
8	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Concerned official .The lavational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	180
9	12mm cement plaster of mix 1:4 ( 1 cement : 4 fine sand)	Sqm	110

10	15mm cement plaster on rough side of single or half brick wall of mix 1:4 ( 1 cement : 4 fine sand)	Sqm	110
11	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix:1:4(1 cement: 4 fine sand)	Sqm	110
12	Dismantling existing RCC slab at the 5 <sup>th</sup> floor level i.e. inside existing Lift Machine Room in two phases after providing due supports for retaining the remaining half slab till next phase is executed i.e. 02 No lift work is started. This cement concrete slabs to be removed manually or by mechanical means including disposal of material.	cum	6
13	Rebaring : Providing & Fixing new reinforcement 25 mm dia with hilti/Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	20
14	Rebaring : Providing & Fixing new reinforcement 12mm dia with Hilti / Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	30
15	Rebaring : Providing & Fixing new reinforcement 16mm dia with hilti/ Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	20
16	Providing & fixing Glazed vitrified tiles of Kajaria ceramics limited or equivalent make tiles in flooring (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour & shade laid on 9mm average thick (15kg per sqm) cement base d high polymer adhesive (water based) or cement mortar in ratio 1:4 (1 cement : 4 coarse sand) as per the directions of the Officer in charge (size of tile 600mm x 600mm) Metal Lapatto series	sqm	55
17	Providing & applying plaster of paris putty of 20mm thickness over plastered surface in two layers and reinforced with rabbit wire mesh after that, prepare surface even and smooth after haunching the plastered surface all complete including necessary sand papering etc if required to make the surface smooth and in presentable condition etc complete as per the directions of the Officer in charge	sqm	110
19	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering. All work upto all heights 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	6

20	Dismantling of existing light fittings and fixtures from the existing false ceiling in the 4 <sup>th</sup> floor lift lobby after diverting the present electrical circuits for the remaining half false ceiling lights to be working in the same lift lobby area.	Sqm	50
21	Dismantling existing false ceiling in the existing 4 <sup>th</sup> floor lift lobby in two intervals i.e. 50% to be demolished in each phase and the remaining half to be properly supported with additional suspenders till the next phase of the work starts.	Sqm	50
22	Raising of a temporary nature wooden partition in the center of the existing 4 <sup>th</sup> floor lobby for supporting the remaining false ceiling and to cut off the half working area from the half dismantled area to avoid dust & noise as far as possible and to allow the office working undisturbed from the other working lift.	Sqm	40
23	Providing & fixing Granite stone architrave on lift doors at 5 <sup>th</sup> floor level in required colour and finished with matching colour pigments	Sqm	45
24	Providing & fixing electrical work inside lift well and the new lift rooms above with required electrical light points and light fixtures as per the lift equipment manufacturer drawing & design.	Sqm	55
25	Providing & fixing new electrical works in the new lift lobby at 5 <sup>th</sup> floor level and the existing lift lobby on the 4 <sup>th</sup> floor level with all required concealed conduits, wiring, circuits, switch sheets, lights & light fixtures complete	Sqm	92
26	Providing & fixing new false ceiling on 4 <sup>th</sup> floor and 5 <sup>th</sup> floor lift lobbies as per drawing & design supplied by the client, made out of gypsum board having trap door wherever required.	Sqm	92
27	Painting with synthetic enamel on M.S. steel work over an under coat of red oxide primer wherever required	Sqm	20
28	Painting walls & ceiling with plastic emulsion paint in required colour / shade after preparing the base with base putty complete on 4 <sup>th</sup> & 5 <sup>th</sup> floor lift lobby area	Sqm	400
29	Providing and fixing in position teak veneer ply paneling on all door opening of the lift lobby at 5 <sup>th</sup> floor level with appropriate and necessary dash fasteners to ensure stability & strength. The paneling consists of 12mm commercial ply with 4mm th. teak veneer. All exposed edges to be fixed & finished with up to 25mm wide teak wood margin, complete in all respects as per detailed drawings and as directed by the concerned official.	Sqm	20

30	Providing & applying melamine matt or glossy polish on the above item of teak veneer panelling wherever required in desired colour or shade.	Sqm	20
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## 5.0 **Technical Bid**

Technical Bid consists of all technical details along with commercial terms and conditions. This bid also covers minimum eligibility criteria and required documents as mentioned below. Documents should be on the letter head of the Bidder.

***Note: - It is made clear that no part of financial bid should be reflected or disclosed in technical bid in any manner.***

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

- 5.1 Tender fees: Cost of tender fee is Rs. 100/- (non-refundable) in the form of Cash/Demand Draft / Pay order / drawn on any Nationalized Bank in favour of Senior Accounts Officer, FSSAI, payable at New Delhi 110002.
- 5.2 **Earnest Money Deposit (EMD) / Bid Security:** Earnest Money Deposit is Rs. 40,000/- (Rupees Forty Thousand only) (non bearing any interest). The EMD shall be paid in the form of demand draft /banker's cheque/Bank Guarantee /Fixed Deposit Receipt issued by nationalized bank/Scheduled Commercial Bank in an acceptable form in favour of Sr. **Accounts Officer, FSSAI** payable at **New Delhi**.
- 5.3 Tender offers received without EMD shall be rejected straightway and will not be considered under any circumstance. EMD of tendering agency who submit the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of FSSAI.
- 5.4 The EMD of the unsuccessful bidders will only be released after finalization of the case.
- 5.6 **Firm's Registration:** Bidder must be registered with any State / Central Government for sales tax/VAT/TIN, Service Tax and also have valid PAN issued by Income Tax Deptt. It is necessary so as to ensure that the bidding firm/company meets all statutory tax obligations and there would be no evasion/loss of tax to the govt.
- 5.7 The bidding establishments should be a registered with CPWD having valid registration certificate and having permanent set up/office in Delhi/New Delhi (attach supporting document as proof).
- 5.8 Bidders are required to submit documentary proof of work order of single contract at least for 02 nos of job valuing Rs.10 lakhs each for the similar/allied/identical nature of job viz civil work of restoration/upgradation etc. in Govt./Semi Govt/Public Sector organizations during the last three years. Date is to be reckoned from the date of issue of this tender.
- 5.8 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).
- 5.9 The person signing the tender document on behalf of the agency/firm other than the owner/director/Managing Director or authorized signatory, shall attach with the tender a

proper power of Attorney, duly executed, stating that he has the authority to bind in all the matters pertaining into the contract, including the arbitration clause.

6.0 **Site visit:** The probable bidders are advised to visit the site and analyze the actual work required to be carried out and make assessment to the proposed job work. They may do so with the permission of the Assistant Dir (GA) before submission of the bid but not later than 26<sup>th</sup> May, 2017 (up to 1600 hrs).

## 7.0 **Financial Bid**

7.1 Financial bid should **quote Unit rate of description of goods** (in quantity) in the format, Annexure – 5 enclosed, figures in Indian rupees (in words also). Incomplete bids will summarily be rejected.

7.2 Rates quoted shall be inclusive of **all statutory duties and taxes** (including excise and customs) VAT etc as applicable. Prices quoted shall be firm and any variation in rates, prices or terms during the validity of the offer may lead to forfeiture of the EMD.

## 8. **Documents**

Bid documents may be submitted in the agency's letter head Covering letter containing the following documents: -

Annexure – 1	:	Tender Form
Annexure – 2	:	Bidder's profile
Annexure – 3	:	Financial Status
Annexure – 4	:	Letter of authority
Annexure – 5	:	Financial Bid
Annexure – 6	:	Performance Security (Bank Guarantee)
Annexure – 7	:	Check List for Bidders

## 9. **General Conditions**

9.1. **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.

9.2. **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 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. All the specified works and services, supply of items etc; shall be completed within 95 days from the date of effective date of contract.

9.3. **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.

9.4. **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.

9.5. **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.

9.6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc 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/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 week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/works/services.

## **10. Bid Opening**

10.1 On the date and time mentioned in the tender notice, Technical bid will be opened on 29<sup>th</sup> May, 2017 at 1500 hrs at 3<sup>rd</sup> Floor, FDA Bhawan, New Delhi-110002.

10.2 Authorized representative(s) may attend the meeting, if they wish to. The authorized representative must be competent and empowered to settle all technical and commercial issues, if required.

## **11. EVALUATION CRITERIA:**

### **Determination of responsiveness**

11.1 Prior to the financial evaluation of bids, FSSAI will determine whether each bid is substantially responsive to the requirement of bidding documents.

11.2 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.

11.3 Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer. 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.

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

## 12.0 **TECHNICAL & FINANCIAL EVALUATION.**

### 12.1 **Selection Procedure & criteria:**

The technical bid evaluation shall be done based on the following criteria:-

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

(ii) Receipt of valid EMD & Tender Fee 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 tender.

12.2 A substantially responsive bid shall be the 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.

12.3 The bidder who qualifies at 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 through written and/or telephonic communication/or email.

## 13. **Evaluation of bids:**

13.1 The Authority may reject all the bids if these are found to be unresponsive or un-suitable either because these represent major deficiencies in complying with the tender or substantively higher costs are quoted.

13.2 Validity of Tender: Tender shall be valid for acceptance for a period not less than 120 days after tender opening date.

### **13.0 Award of Contract:**

- 13 FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.
- 13.2 By the process of evaluation of technical bids and financial bids, the Evaluation Committee prepared ranking list of bidders and awarded the contract to the L-1 bidder.
- 13.3 The successful bidder shall be required to furnish a Performance Security (an amount equivalent to 10% of the total value of the contract) in the form of Account Payee DD / Fixed Deposit receipt from a scheduled commercial bank, or Bank Guarantee from a scheduled Commercial bank in an acceptable form (Annexure- 6).
- 13.4 The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 13.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

14.0 **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. Appointment of Arbitrator shall be made by mutual consent, failing which Arbitrator shall be appointed under Arbitration Act/Min of Law & Justice.

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

(a) The delivery of the material or required works and services is/are delayed for causes not attributable to Force Majeure for more than one week 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 Buyer/FSSAI has noticed that the selected agency/Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) There is undue & wilful delay in supply of required material for the work resulting delay in completion of the work by the expected schedule as agreed upon.

(f) As per decision of the Arbitration Tribunal.

(g) Non-compliance of applicable statutory obligations, as per law of land by seller/selected firm.

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

14.3. **Transfer and Sub-letting:** The Seller/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.

- 14.4. **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 Seller/Contractor shall indemnify the Buyer 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 Seller 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.
- 14.5. **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.
- 14.6 Failure of the successful bidder to comply with any of the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.
15. **Payment Terms** : The payment to the selected Contractor will be made as per following schedule: -
- (a) No Advance payment will be made for the assigned work against this tender.
  - (b) 50% of the total cost – after completion of 50% work (for one lift) as per given specifications/details within the stipulated time frame and to the satisfaction of AD(GA) and Head (GA & Legal).
  - (c) Balance 50% -On completion of entire works and Services/infrastructure as specified & and removal of all items/leftovers from the FDA Bhavan site subject to satisfaction of Head (GA & Legal) and AD(GA), FSSAI.
- 15A. **Paying Authority:**
- Paying Authority will be Accounts Division, FSSAI, 3<sup>rd</sup> Floor, FDA Bhavan, Kotla Road, New Delhi-110 002. 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
  - (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code

## 16. **FORCE MAJEURE**

- 16.1 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.
- 16.2 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.

## **17. 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.

**Tender Form**

**To,**

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

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

We, the undersigned have examined the above Tender Document, No. \_\_\_\_\_, dated \_\_\_\_\_, in conformity with your above referred document.

If our Tender is accepted, we undertake to perform the services as mentioned above.

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.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government Deptt neither any investigation is pending/ contemplated for corruption or unfair trade practices.

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 Tender documents, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign Tender for and on behalf of bidder  
with company seal

**Annexure - 2**

**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 No.	
9.	PAN Number	
10.	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)

**Annexure - 3**

**FINANCIAL STATUS**

**Name of the Bidder** \_\_\_\_\_

<b>Description</b>	<b>Financial Years</b>		
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</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:

Asstt Dir (GA), FSSAI,  
FDA Bhawan, 3<sup>rd</sup> floor,  
KotlaRaod,  
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

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. Not more than two persons are permitted to attend Techno –commercial un-priced and Price bid opening.

**Price-Bid**

**FOR DISMANTLING OF LIFT MACHINE ROOM AND  
CREATING SPACE FOR LIFTS ON ROOF TOP OF FDA BHAWAN, KOTLA ROAD,  
NEW DELHI-110 002**

{Refer to Para-6 of Tender Notice and quote unit rate of description of Items (in quantity) as mentioned in Para-4 (Scope of Work) of tender Notice}.

S.No.	Item Description	Unit	Qty	Unit Rate (in Rs.)	Amount in Rs.
1	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering. All work upto all heights 1:1.5:3 (1 Cement : 1.5 coarse sand : 3 graded stone aggregate 20 mm nominal size)	Cum	9		
2	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering. All work upto all heights 1:4:8 (1 Cement : 4 coarse sand : 8 graded stone aggregate 40 mm nominal size)	Cum	4		
3	Providing and laying cement concrete in retaining wall, return walls, walls (any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed blocks, anchor blocks: 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 40 mm nominal size) at all height.	Cum	4		
4	Centering and shuttering including strutting, propping etc. and removal of form for all shapes including Small lintels not exceeding 1.5 m clear span, moulding as in cornices, window sills, string courses, bands, copings, bed plates, anchor blocks and the like at all heights	Sqm	60		
5	Providing, hoisting and fixing at all heights precast reinforced cement concrete work in string courses, bands, copings, bed plates, anchor blocks, plain window sills and the like including the cost of required centering, shuttering, finishing smooth with 6 mm thick cement plaster 1:3 (1 cement : 3 fine sand) on exposed surfaces complete but excluding cost of reinforcement with 1:2:4 (1 cement: 2 coarse sand: 4 graded stone aggregate 20mm nominal size).	Cum	2		

6	Reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete. cold twisted bars at upto terrace level of proposed structure.	Kg.	1200		
7	Brick work with modular calcium silicate bricks machine moulded conforming to IS:4139, class designation 10 average compressive strength in superstructure above plinth level up to floor V level ( Terrace) in Cement mortar 1:4 (1 cement : 4 coarse sand).	Cum	8		
8	Providing and fixing double scaffolding system (cup lock type) on the exterior side, up to seven story height made with 40mm dia. M.S. tube 1.5 m centre to centre horizontal & vertical tubes joining with cup & lock system with M.S. tubes, M.S. tube challies, M.S. clamps and M.S. staircase system in the scaffolding for working platform etc. and maintaining it in a serviceable condition for the required duration as approved and removing it thereafter. The scaffolding system shall be stiffened with bracings, runners, connection with the building etc wherever required for inspection of work at required locations with essential safety features for the workmen etc. complete as per directions and approval of Concerned official .The lavational area of the scaffolding shall be measured for payment purpose .The payment will be made once irrespective of duration of scaffolding.	Sqm	180		
9	12mm cement plaster of mix 1:4 ( 1 cement : 4 fine sand)	Sqm	110		
10	15mm cement plaster on rough side of single or half brick wall of mix 1:4 ( 1 cement : 4 fine sand)	Sqm	110		
11	15 mm cement plaster on rough side of single or half brick wall finished with a floating coat of neat cement of mix:1:4(1 cement: 4 fine sand)	Sqm	110		
12	Dismantling existing RCC slab at the 5 <sup>th</sup> floor level i.e. inside existing Lift Machine Room in two phases after providing due supports for retaining the remaining half slab till next phase is executed i.e. 02 No lift work is started. This cement concrete slabs to be removed manually or by mechanical means including disposal of material.	cum	6		

13	Rebaring : Providing & Fixing new reinforcement 25 mm dia with hilti/Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	20		
14	Rebaring : Providing & Fixing new reinforcement 12mm dia with Hilti / Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	30		
15	Rebaring : Providing & Fixing new reinforcement 16mm dia with hilti/ Fischer chemical in position for structural connections in RCC beams, lintels, columns and slabs including power drilling holes of appropriate diameters in reinforced or plain cement concrete	Each	20		
16	Providing & fixing Glazed vitrified tiles of Kajaria ceramics limited or equivalent make tiles in flooring (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS 15622 of approved make in all colour & shade laid on 9mm average thick (15kg per sqm) cement base d high polymer adhesive (water based) or cement mortar in ratio 1:4 (1 cement : 4 coarse sand) as per the directions of the Officer in charge (size of tile 600mm x 600mm) Metal Lapatto series	sqm	55		
17	Providing & applying plaster of paris putty of 20mm thickness over plastered surface in two layers and re-inforced with rabbit wire mesh after that, prepare surface even and smooth after haunching the plastered surface all complete including necessary sand papering etc if required to make the surface smooth and in presentable condition etc complete as per the directions of the Officer in charge	sqm	110		
19	Providing and laying in position cement concrete of specified grade excluding the cost of centring and shuttering. All work upto all heights 1:2:4 (1 Cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size)	Cum	6		

20	Dismantling of existing light fittings and fixtures from the existing false ceiling in the 4 <sup>th</sup> floor lift lobby after diverting the present electrical circuits for the remaining half false ceiling lights to be working in the same lift lobby area.	Sqm	50		
21	Dismantling existing false ceiling in the existing 4 <sup>th</sup> floor lift lobby in two intervals i.e. 50% to be demolished in each phase and the remaining half to be properly supported with additional suspenders till the next phase of the work starts.	Sqm	50		
22	Raising of a temporary nature wooden partition in the center of the existing 4 <sup>th</sup> floor lobby for supporting the remaining false ceiling and to cut off the half working area from the half dismantled area to avoid dust & noise as far as possible and to allow the office working undisturbed from the other working lift.	Sqm	40		
23	Providing & fixing Granite stone architrave on lift doors at 5 <sup>th</sup> floor level in required colour and finished with matching colour pigments	Sqm	45		
24	Providing & fixing electrical work inside lift well and the new lift rooms above with required electrical light points and light fixtures as per the lift equipment manufacturer drawing & design.	Sqm	55		
25	Providing & fixing new electrical works in the new lift lobby at 5 <sup>th</sup> floor level and the existing lift lobby on the 4 <sup>th</sup> floor level with all required concealed conduits, wiring, circuits, switch sheets, lights & light fixtures complete	Sqm	92		
26	Providing & fixing new false ceiling on 4 <sup>th</sup> floor and 5 <sup>th</sup> floor lift lobbies as per drawing & design supplied by the client, made out of gypsum board having trap door wherever required.	Sqm	92		
27	Painting with synthetic enamel on M.S. steel work over an under coat of red oxide primer wherever required	Sqm	20		
28	Painting walls & ceiling with plastic emulsion paint in required colour / shade after preparing the base with base putty complete on 4 <sup>th</sup> & 5 <sup>th</sup> floor lift lobby area	Sqm	400		

29	Providing and fixing in position teak veneer ply paneling on all door opening of the lift lobby at 5 <sup>th</sup> floor level with appropriate and necessary dash fasteners to ensure stability & strength. The paneling consists of 12mm commercial ply with 4mm th.teak veneer. All exposed edges to be fixed & finished with up to 25mm wide teak wood margin, complete in all respects as per detailed drawings and as directed by the concerned official.	Sqm	20		
30	Providing & applying melamine matt or glossy polish on the above item of teak veneer panelling wherever required in desired colour or shade.	Sqm	20		
Total Amount					
Add : Applicable Taxes (Please give details/clearly specify the natures and applicability of tax)					
Grand Total Amount					

**SIGNATURE OF 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 creation of infrastructure by modifying the existing Lift Machine Room so as to bring the new lifts at terrance floor area which will be installed after dismantling/removing old existing lifts at FDA Bhawan 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 shortcomings 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 shortcomings 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 required work and services 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 of 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 have 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>
01.	Enclose DD for Rs. 100/- in favour of Sr. Accounts Officer, FSSAI towards the cost of Tender Documents in case downloaded from website		
02.	Draft/Banker's Cheque for Rs. 40,000/- (Rupees Forty Thousand only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
03.	Tender Form : Annexure - 1		
04.	Tender document duly signed and stamped on each page.		
05.	Bidder Profile : Annexure - 2		
06.	Financial Status : Annexure - 3		
07.	Letter of Authority : Annexure - 4		
08.	Price-Bid Format : Annexure - 5		
09.	Power of attorney in favour of representative Signatory, if deployed		
10.	Enclosed Xerox copy of PAN Card		
11.	Enclosed Xerox copy of VAT / ST/CST Registration Certificate		
12.	Enclosed Xerox copy of Service Tax registration certificate		
13.	Attached the copies of the balance sheets, including all related notes and income statements (Trading/P&L A/c etc.) for the last three Financial years i.e. 2013-14, 2014-15 and 2015 - 16.		
14.	Enclosed copy of work orders of single contract at least 02 nos of job value of Rs.10 lakhs each for similar/identical nature of job relating to civil work in Govt./Public Sector Organisation.		
15.	Enclosed copies of Execution certificates issued by user Govt. Organisations.		

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 WITH SEAL AND DATE**

List of Vendors/Contractors for issue of LTE

1. M/s Kamini Constructions  
A-81-A, 2<sup>nd</sup> Floor,  
Lajpat Nagar, New Delhi -110024
2. M/s Mangalam Construction  
B -12/692, Ganesh Nagar – II  
Shakarpur Delhi – 110092
3. Sh. Manmohan Singh  
26- Ram Nagar, Krishna Nagar,  
Delhi – 110051
4. Sh. Brij Gopal Mann,  
191-D, Pocket – C,  
Siddhartha Extension,  
New Delhi – 110014
5. M/s Kamal Constructions Co.  
Shop No.17, DDA Market,  
Niti Bagh, New Delhi – 110049.
6. M/s Ganesh Parquet  
C6 B/76, Janak Puri,  
New Delhi – 110058
7. M/s Girdhari Lal Chauhan & Sons  
RZ-C-3/6, Mahavir Enclave,  
Palam Road, New Delhi-110 045