



F.No.18-01/GA/2018-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 09 Nov 2018

TENDER NOTICE

**INVITING BIDS FOR PROVIDING AND REPLACING OF CENTRAL AIR-
CONDITIONER COOLING TOWER PIPE LINES AT TOP OF FDA BHAWAN,
KOTLA ROAD, NEW DELHI -110002**

Food Safety and Standards Authority of India (FSSAI) invites sealed Tenders from an experienced selected contractors for carrying out the work relating to replacement of old water circulation pipes of Cooling Towers of Central Air-conditioning system installed in FDA Bhawan, Kotla Road, New Delhi-110002 in compliance of terms and conditions stipulated in the Tender document.

02. The Tender document is available on the FSSAI website and on CPP Portal. The duly filled in Tender Document with relevant supporting documents may be submitted on or before **3rd December, 2018 by 1130hrs** addressed to Asstt Director (GA), FSSAI, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi 110002 along with Demand Draft/Pay Order for Rs.20,000/- (Rupees Twenty Thousand Only) (Non-bearing interest) as Earnest Money Deposit (EMD). The Demand Draft / Pay order towards EMD 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 Rs.100/- as tender fee either in cash or through Bank Draft in favour of Sr Accounts Officer, FSSAI payable at New Delhi. Alternatively, the Tender document can be downloaded from FSSAI **website: www.fssai.gov.in. and or through CPP Portal www.eprocure.gov.in/epublish/app .**

Address for communication: Asstt Dir (GA), Food Safety and Standards Authority of India (FSSAI), 3rd Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

Assistant Director (GA)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



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1. This TENDER is divided into five Parts as follows:
 - (a) **Part I** – Contains General Information and Instructions for the Bidders about the TENDER 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, Delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** – Contains Standard Conditions of TENDER.
 - (d) **Part IV** – Contains Special Conditions applicable to this TENDER 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 Tender 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 Tender, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids** : On **03 Dec 2018** by **1130 hrs.**

The sealed Bids, both Technical and Commercial should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids**. Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 or sent by post at the address given above so as to reach by the due date and time. Late Tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents.

3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date / time will be opened at **1100 hrs on 04 Dec, 2018**. 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 through uploading of such information on the website. **Location of the Tender Box:** 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 as mentioned above.

4. **Place for Opening of Bids.** Bids will be opened in the 3rd Floor, Conference Room of FDA Bhavan, Kotla Road, New Delhi -110 002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. *Important commercial/technical clauses quoted by Bidders will be read out in the presence of the representatives of all the Bidders.* This event **will not be postponed** due to non-presence of bidder's representative due to any reason. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Commercial/Price Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid will be opened only of those firms whose Technical Bids are found compliant/suitable on evaluation of their technical bid .

5. **Submission of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad, inter-alia, furnishing details like GST Regn. Number, PAN Number, ESI/PF Regn numbers, 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 Tender are required to be submitted, as stated above, under a two-bid system as per the technical requirements indicated in **Part –II of this Tender**. The technical bids are to be accompanied with requisite EMD and other related supporting documents. If Tender fee is not paid, an amount of Rs.100/- as Tender Fee in the form of a Bank Draft/Pay Order/Banker's Cheque drawn in favour Sr. Accounts Officer, FSSAI payable at Delhi/New Delhi will have to be deposited.

(b) Bids are to be submitted in separate sealed covers/envelopes containing sealed technical and commercial bids. Bids are to be duly marked with the title as '**Technical Bid for replacement of cooling tower pipes**' or '**Price Bid for replacement of cooling tower pipes**'. The Master Cover in which the Technical and Commercial bids are to be sealed needs to be labelled with the Title of Tender i.e '**Bid for Replacement of Cooling Tower Pipes**'.

(c) Commercial bids of only the technically qualified bidders would be opened/considered and no representation or contention in this regard shall be entertained.

6. **Clarification of Tender.** Bidders may seek clarifications in writing regarding this Tender document within one week of issue of Tender. FSSAI shall respond in writing to any such request for clarifications and all such clarifications shall be posted on the official website of FSSAI i.e. www.fssai.gov.in. It is recommended that all bidders physically inspect the venue for the proposed work and services to get an accurate estimation of the requirements, prior to submission of their Bids.

7. **Pre-Bid Conference.** A pre bid meeting will be held on **16.11.2018 at 1400 hrs** in the office of Food Safety and Standards Authority of India at 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110 002, 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 two days 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 supporting documents along with the bid. In case bidders choose to offer or suggest 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 of such features/specifications, if considered more appropriate 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, bidders will submit their offer and will not be allowed to take any further technical deviation in specification/features at the time of submission of technical bid. Minutes of pre-bid conference/meeting, including the text of the queries raised and the 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 not through the minutes of the pre bid meeting. **It may be noted that attendance at the pre bid meeting is voluntary and will not be a cause for disqualification of a bidder.** The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two. The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorised signatory of his/her Organisation.

8. 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 further queries/observations of the bidder will be entertained.

9. **Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

10. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.20,000/-** (Rupees Twenty Thousand Only) along 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. 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 30th 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 Tender document. 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.

11. **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

Introduction. FSSAI, an autonomous body functioning under Min of Health & Family Welfare intends to carry out essential repair work by replacing old water circulation pipes connected with Cooling Towers of Central Air Conditioning System installed in FDA Bhawan, Kotla Road, New Delhi-110 002 through an experienced, well established and having been doing the core business of similar work relating to repair/maintenance/installation of central air-conditioning system with water cooling towers. The work is required to be done/completed urgently within 40 days from the date of award of work. The details of work description with estimated quantities which would be required for the job are given below:-

1.0 Scope / Description of Work

1.1 As stated above, FSSAI intends to get replace the old rusted iron based pipes connected to the cooling towers of Central Air conditioning System on priority basis. The cooling towers are installed at top of FDA Bhawan and Item-wise specifications/details are given below :-

S.No.	Description of work	Qty.	
1	Supply, installation, testing and commissioning of MS class 'C' chilled water/condensate drain water piping accessories with bends, reducers tees, supports, vibration isolators etc. as per CPWD.AC. Specification & as required of following dia i/c dismantling of existing pipes insulation complete with two coat redoxide paint and Epoxy paint.		
a)	300 mm nominal dia (6.35mm thick)'. b) 200 mm nominal dia (6.35mm thick)'. c) 150 mm nominal dia.('C"-Class) d) 100 mm nominal dia.('C"-Class) e) 50 mm nominal dia. ('C"-Class) f) 40 mm nominal dia .('C"-Class)	40 30 15 15 20 30	Rmtrs Rmtrs Rmtrs Rmtrs Rmtrs Rmtrs
2	Providing and fixing of following sizes of butterfly valves (pressure 16 Kg Per Sq. cm) i/c necessary fittings, flanges, welding, nut bolt, gaskets and insulation (if reqd). Complete as per CPWD.AC Specifications. (Make- C&R/ Advance) with red oxide coat and Epoxy paint.		
a)	BUTTERFLY VALVE - 300mm	3	Nos
b)	BUTTERFLY VALVE - 200mm	4	Nos
c)	BUTTERFLY VALVE -100mm	2	Nos
3	Pot Stainer		
a)	300mm dia	1	Nos

2. Eligibility Criteria for Technical Bid:

To be eligible to participate in the said Tender enquiry, the Tenderer must fulfill the following technical requirements/criteria: -

2.1 The Bidder must be Indian firm/agency/company and should have an established permanent setup in Delhi/New Delhi in existence of minimum five years preceding to the date of this Tender document and doing the core/prime business related to air-conditioning system, (including cooling towers installation and maintenance etc) (submit company profile/details indicating location/office address with proof).

2.2 Bidder must be registered for Income tax/possession of PAN and GST. (Attach supporting documents viz copies of Registrations).

2.3 The person signing the Tender document on behalf of the agency, shall attach with the Tender a proper Power of Attorney, duly executed, stating that he has the authority to bind the agency in all the matters pertaining to the contract, including the arbitration clause.

2.4 The bidding firm/agency/company must have successfully done/completed similar kind of work in any of the government departments/organizations during the past five years with the following criteria:-

- (i) Three similar or identical works relating to supply/installation /repairs/renovation of water cooling towers and connected water circulation pressure pipes & central airconditioning system Rs.2.5 lakhs each
Or
- (ii) Two similar or identical works (as stated above) of Rs.4 lakhs each
Or
- (iii) One similar or identical work (as stated above) of Rs.8 lakhs or more.

(Attach copies of work order along with work completion satisfactorily report in support).

2.5 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).

Desirable Criteria

2.6 The bidding agency/firm/company having valid ISO certification will be given preference.

2.7 The bidding agency/firm/company registered with CPWD will also be given preference.

2.8 The bidding firm with MSME registration will also be an added advantage and given preference in selection.

Part-III

Standard condition of Tender - May be referred for standard terms of Tender.

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the tender document mentioned below which will automatically be considered as part of the Contract/Work order concluded with the successful Bidder (i.e. contractor/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. **Law:** The law of land would be applicable for all matters concerning this contract.
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) 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.
3. **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 supply of pipes/butterfly valves and their installation or performance, which cannot be settled amicably, may be resolved through arbitration. Appointment of Arbitrator shall be made by mutual consent, failing which the relevant law of arbitration in India would be applicable.
4. **Penalty for use of Undue influence:**The Contractor 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 FSSAI 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 Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offence by the Contractor 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 FSSAI to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising out of such cancellation. The decision of the FSSAI to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the FSSAI or to any other person in a position to influence any officer/employee of the FSSAI for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the FSSAI 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 FSSAI.

5. **Agents / Agency Commission:** The Contractor confirms and declares to the FSSAI that the Contractor is himself provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign, whatsoever, to facilitate or in any way to recommend, whether officially or unofficially, to the award of the contract to the Contractor nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the FSSAI that the present declaration is in any way incorrect or if at a later stage it is discovered by the FSSAI that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Contractor will be liable to refund that amount to the FSSAI. The Contractor will also be debarred from entering into any supply Contract with the FSSAI for a minimum period of five years. The FSSAI will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the FSSAI in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The FSSAI will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the FSSAI that the Contractor 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 Contractor, on a specific request of the FSSAI, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Liquidated Damages:** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and perform the work etc as specified in this contract, the FSSAI may, at its discretion, withhold any payment until the completion of the contract. The FSSAI may also deduct as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed execution/undelivered stores/services mentioned therein for every week of delay or part there-of, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of the entrusted work/job.

8. **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 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 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.

(d) There is un-due & willful delay in execution of work or supply of required material for the work resulting delay in completion of the work by the expected schedule as agreed upon.

(e) As per decision of the Arbitration Tribunal.

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

10. **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/airmail/e-mail, addressed to the last known address of the party to whom it is sent.

11. **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.

12. **Taxes and Duties**

Applicable tax viz GST will be paid extra over the quoted prices. All bidders are to adhere to the existing GST provisions and any other tax related to law of land.

Part IV – Special Conditions of Tender

The Bidders are required to give confirmation of their acceptance of Special Conditions of the Tender Document 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. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public 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 5% of the contract value within 7 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to one year beyond the 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 wish to. The specimen of PBG is given at Annexure-6 attached to this Tender. 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 award of work. In case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Contractor, the same would be adjusted from the available PBG.

2. **Option Clause:** The work contract will have an Option Clause, wherein the FSSAI can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the 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.

3. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of TENDER till placement of the contract, FSSAI reserves the right to 20% plus/minus increase or decrease in the quantity of the required goods 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. **Terms of Payment**

The payment to the selected Contractor will be made as per following schedule:-

- (a) 25% Advance of total cost - against submission of Bank Guarantee/ FDR/DD in favour of Sr Accounts Officer, FSSAI for an equivalent amount. The same will be released after 50% of work is completed satisfactorily.
- (c) Balance/Final 75% payment - After satisfactory completion of entire works as per Tender document and removal of all malba/leftovers etc from site and submission of Indemnity Bond on Rs.100/- e-stamp paper towards guarantee for all purpose for one year for work done.

6. **Paying Authority:**

- (a) Paying Authority will be Accounts Division, FSSAI, 3rd Floor, FDA Bhavan, 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
 - (vi) Indemnity Bond (on Rs.100 e-stamp paper)

7. **Force Majeure clause**

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, Earth Quake 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.

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 of action of these circumstances and their consequences.

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. If the impossibility of complete or partial performance of an obligation lasts for more than the prescribed time frame of the exhibition, either party hereto 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.

8. Penalty Clause

The selected agency would be required to meet standard for all the works & services set by the FSSAI. Any breach of timelines or failure to carry out any work as per quality & quantity requirements will result in imposition of penalty equivalent to maximum 10% of the total agreed price of the contract and taking action under clause 1 of part IV relating to encashment & forfeiture of Performance Guarantee. FSSAI reserves the right to get the allied works/services done by any other agency at the risk and cost of the selected bidder. Further in case of delay in work/services beyond reasonable and acceptable reasons/circumstances, damages equivalent to 0.50% of the total cost for each week of such delay shall be recovered. The decision of FSSAI in this regard will be sole and final.

Other Conditions/Guidelines

9. Miscellaneous jobs/works to be carried out during the currency of contract :-

- (a) All the material used for repairs/replacement of special Gd-C MS Pipes connected/related to cooling towers installed on top floor of FDA Bhawan and other allied jobs whatsoever may be needed for satisfactory completion of work shall be of good quality/brand with ISI mark and safe to use.
- (b) All pipes, pipe joints/welding, supply & installation of butterfly valves will be as per IS norms specified by BIS and during the course of work and in case of any misuse/mishandling by any worker or manpower deployed by the selected contractor, causing any damage/fault or snag, the same will be restored/repared/replaced by him, as the case may be.
- (c) The routine Upkeep and Clean-up of the complete infrastructure while carrying out the work shall be carried out every morning and evening so as to avoid any spreading of waste construction material/items/welding scraps etc.
- (d) The Cleaning Process will be carried out by using the mechanical/electrical devices as far as possible by the experienced staff during the construction/repair period by the selected agency.
- (e) If the performance of the selected service Agency is not found satisfactory, FSSAI reserves the right to cancel the contract unilaterally at any stage and the selected Agency will not be entitled to any claim of damage, compensation etc.
- (f) The actual date of commencement of work will be reckoned from the date of signing of the Agreement/acceptance of work order.

- (g) The Selected Agency would indemnify FSSAI against any loss of property or life or any kind of accident, fire etc during the execution of the contract.
- (h) The bidder shall include in the bid for the provision of all labour, materials, tools, supplies, equipment, services, facilities, supervision, administration, works contract tax, licenses, permits, insurances, bonds and any other tax/levy as may be applicable, incidentals and all other things necessary to perform and incidental to the performance of the work in accordance with the contract documents to the satisfaction of the Empanelled Experts/Consultants and FSSAI.

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 conduct of the event. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employees deployed for performing the job under the award.
2. The contractor shall be 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. **Affidavit.** An affidavit (on e-stamp paper of Rs. 10/-) is required to be submitted by the successful bidder that the persons employed by the contractor for the outsourcing in relation to the conduct of the proposed work/services be the employees of the bidder for all the intents and purposes and, in no case shall be a relationship of employer-employee between the said persons and the FSSAI shall accrue explicitly and implicitly and the bidder shall be solely responsible for providing all the statutory benefit to the personnel employed by him. The affidavit should also contain a declaration that bidder shall be responsible to adhere to the provisions of Workmen's Compensation Act-1923, Industrial Disputes Act-1947, Minimum Wages Act-1936, 1948 or any other applicable Acts or Enactments in case of injury or death of any of his workers while at work or otherwise due to contractors directions/any other job. The affidavit should also contain a declaration that the bidder shall take care of all other statutory liabilities& obligations as well in the most sincere manner and shall solely be responsible for the same.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria**
 - (a) Only those Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the Tender Document.
 - (b) The technical bids be supported by documentary proof of technically qualifying laid down criteria. For commercial bids, the offers should be restricted to only commercial/price aspects. The rates per unit as per items/qty mentioned in Price Bid Format and the total cost for the entire work scope as mentioned in Tender document be quoted as per the format attached.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Commercial/Price Bid Performa Annexed to this Tender document. The ultimate cost to the FSSAI would be the deciding factor for ranking of bids but not the sole criteria for selection of bidder/award of work as in case of narrow margin or meagre difference, the weight-age will be given to MSME registered unit. **All columns/guidelines of the Commercial/Price Bids shall be filled in by the bidder and no column should be left blank.**

(d) The Bidders are also required to spell out the rates of each and every item, services and applicable GST or any other applicable levy/tax etc in unambiguous terms; otherwise their offers will be considered that it includes all applicable duties and taxes. In the absence of any such stipulation it will be presumed that the prices quoted are firm and fixed and no claim on account of such duties will be entertained after the opening of Tenders. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm/clarify clearly that it is inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. In the absence of any tax indication it will be presumed that the prices are inclusive of applicable taxes/duties.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected wherever required. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(f) The Lowest Acceptable Bid will be considered further for placement of contract /Supply Order after complete clarification and price negotiations as decided by the FSSAI.

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

Annexure – 1	:	Tender Form along with EMD
Annexure – 2	:	Bidder's profile
Annexure – 3	:	Financial Status
Annexure – 4	:	Letter of authority
Annexure – 5	:	Financial Bid
Annexure – 7	:	Check List for Bidders

3. With a view to assist the prospective bidders in formulation of their quotes, the following are enclosed :-

(o)	Price Bid Format	...Annexure - 5
(c)	Tender Form, Bidders' Profile, Financial Status, Letter of Authority, Performance Guarantee/Security Format and ChecklistAnnexures-I to IV, VI and VII

Assistant Director (General Administration)
Food Safety and Standards Authority of India

Encls: Annexures 1 to 7

Tender Form

To,

The AssttDir (GA)
Food Safety and Standard Authority of India
Ministry of Health & Model/alike Welfare,
FDA Bhawan, Kotla Road,
New Delhi-110002

Ref. Your	Tender	No.
_____	_____	dated

We, the undersigned have examined the above Tender Document, No. _____, dated _____ (if any), for carrying out the work relating to replacement & repairs of special MS water circulation pipes connected to the cooling towers/central air-conditioning system and other misc jobs 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 Departments/offices.

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 document, including amendments/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. (Please 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**

Description	Financial Years		
	2015-16	2016-17	2017-18
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

1. Attach the copies of financial statements, duly certified, including for the last three Financial Years as indicated above.
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 Director (GA),
FDA Bhawan, 3rd floor,
Kotla Road,
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 representative(s).

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be issued by the bidder in writing & duly signed by a person competent and or having the power of attorney to bind the bidder. Not more than two persons are permitted to attend Technical bid and/or Price bid opening.

Price-Bid**INVITING BIDS FOR CARRYING OUT REPAIRS AND WATER PROOFING & MISC WORK AT FDA BHAWAN, KOTLA ROAD, NEW DELHI-110 002**

S.No.	Description of work	Tentative Qty		Unit Rate	Amount (in Rs.)
		Qty	Unit of measurement		
1	Supply, installation, testing and commissioning of MS class 'C' chilled water/condensed drain water piping accessories with bends, reducers tees, supports, vibration isolators etc. as per CPWD.AC.Specification & as required of following dia i/c dismantling of existing pipes complete.				
a)	300 mm nominal dia (6.35mm thick)'. '.	40	RMtrs		
b)	200 mm nominal dia (6.35mm thick)'. '.	30	RMtrs		
c)	150 mm nominal dia.('C"-Class)	15	RMtrs		
d)	100 mm nominal dia.('C"-Class)	15	RMtrs		
e)	50 mm nominal dia. ('C"-Class)	20	RMtrs		
f)	40 mm nominal dia. ('C"-Class)	30	RMtrs		
2	Providing and fixing of following sizes of butterfly valves (pressure 16 Kg Per Sq. cm) i/c necessary fittings, flanges, welding, nut bolt, gaskets and insulation (if reqd). Complete as per CPWD.AC Specifications. (Make- C&R/ Advance)				
a)	BUTTERFLY VALVE - 300mm	3	Nos		
b)	BUTTERFLY VALVE - 200mm	4	Nos		
c)	BUTTERFLY VALVE -100mm	2	Nos		
3	Pot Stainer				
a)	300mm dia	1	Nos		
	Total Amount				
	Add : Applicable GST, if any				
	Grand Total Amount				
	Amount in Words				

Signature of the Bidder

Performance Security**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Indian Stamps Act)

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 _____ (FSSAI, MoH&FW) has awarded the contract for replacement of old water circulation pressure pipes of Cooling Towers of Central Air Conditioning Unit on turnkey basis at top/terrace floor of FDA Bhawan, Kotla Road, New Delhi-110002 for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor (hereinafter called the “contractor”)).
3. AND WHEREAS 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 afore mentioned 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 from the Department to indemnify the Department for any liability of damage resulting from any defects or 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 agrees 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 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 there-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 successors 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

S No.	Details	Yes / No	Remarks
01.	DD for Rs.20,000/- (Rupees Twenty Five Thousand Only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
02.	Tender Form : Annexure – 1		
03.	Tender document duly signed and stamped on each page.		
04.	Bidder Profile : Annexure – 2		
05.	Financial Status : Annexure – 3		
06.	Letter of Authority : Annexure – 4		
07.	Price-Bid : Annexure – 5		
08.	Power of attorney in favour of Signatory		
09.	Enclosed Xerox copy of PAN Card		
10.	Enclosed Xerox copy of GST Registration Certificate		
11.	Enclosed Xerox copy of CPWD registration certificate, if available		
12.	Attached the copies of the financial statements, including all related notes and income statement for the last three Financial years i.e. 2015-16, 2016-17 and 2017 –18.		
13.	Enclosed copy of work order / contract for at least 03 nos of jobs value of Rs.2.5 lakhs each or more or have done the job of 02 nos of contracts valuing Rs. 4 lakhs each or more or 01 Nos of job valuing Rs.8 lakhs or more for similar nature of job in a Govt. Organisation.		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily. Also the above check list is indicative and bidders must see the eligible criteria mentioned in RFP before submitting bids.

SIGNATURE OF BIDDER WITH SEAL AND DATE