



F. No. 12(4)/2019/Misc/RCD/FSSAI
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
4th FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002

Dated, the 24th December, 2019

TENDER NOTICE

INVITING BIDS FOR SUPPLY OF FOOD SAFETY SMART JACKET FOR FSSAI
AT FDA BHAWAN, KOTLA ROAD, NEW DELHI

Food Safety and Standards Authority of India invites sealed Tenders from the experienced and well established bidders for supply of Food Safety Smart Jacket to FSSAI in compliance of terms and conditions stipulated in the tender document.

2. The tender document is available on the FSSAI website as well as on CPP Portal. The duly filled in Tender Document with relevant supporting documents may be submitted on or before **30th January, 2020 by 1300 hrs** addressed to Executive Director (CS), FSSAI, 4th Floor, FDA Bhawan, Kotla Road, New Delhi 110002 along with Demand Draft/Pay Order for Rs. 1,08,000/- (Rupees One Lakh Eight 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.
3. Tender document (non-transferable) containing detailed specifications, terms & conditions can also be obtained from FSSAI HQ, Regulatory Compliance Division, 4th Floor, FDA Bhawan, Kotla Road, New Delhi-110 002 or can be downloaded from FSSAI's **website: www.fssai.gov.in or through CPP Portal www.eprocure.gov.in/epublish/app.**
4. Period of selection will be initially for one year extendable further one year, on same terms and conditions, subject to satisfactory performance and this shall be sole discretion of FSSAI.
5. **Address for communication:** Executive Director (CS), Food Safety and Standards Authority of India (FSSAI), 4th Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

(REGULATORY COMPLIANCE DIVISION)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



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1. This Request for Proposal (RFP) is divided into five Parts as follows:
 - (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Work Completion Period, Mode of Carrying out the required works/services/supply of items/material and Consignee details.
 - (c) **Part III** – Contains Standard Conditions of RFP.
 - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

2. This RFP is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the RFP, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids.** 30th January, 2020 by 1300 hrs.

The sealed Bids, both Technical and Financial 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 FSSAI, FDA Bhavan, 4th Floor, 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 **1500 hrs on 30th January, 2020** 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.

4. **Location of the Tender Box:** 4th Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002.

5. **Place for Opening of Bids.** Bids will be opened in the Conference Room, 5th Floor, FDA Bhavan, FSSAI HQ, 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 Financial Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

6. **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, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids:-

(a) Bids against this RFP are required to be submitted, as stated above, under a two-bid system as per the technical requirements indicated in **Part-II of this RFP**. The technical bids are to be accompanied with requisite EMD and other related supporting documents.

(b) Bids are to be submitted in separate sealed covers/envelopes containing sealed technical and financial bids. Bids are to be duly marked with the title as **“Technical Bid for Supply of Food Safety Smart Jacket for FSSAI’ and Financial Bid for Supply of Food Safety Smart Jacket for FSSAI’**. The Master Cover in which the Technical and Financial bids are to be enclosed needs to be labelled with the Title of RFP i.e **„Bid for Supply of Food Safety Smart Jacket for FSSAI’**.

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

7. **Pre-Bid Conference.** A pre bid meeting will be held on **16th January, 2020 at 11 AM** 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 one day before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid. In case bidders choose to offer or suggest with better features/specifications etc; and concept/material to be used the same shall be discussed by the bidders in the pre-bid meeting and bidders shall also clearly spell out the advantages and superiority of taking such deviations, if they considered it more appropriate and necessary for betterment of the proposed work. The documentary evidence for offering such suggestions with justification shall have to be submitted to FSSAI during the pre-bid meeting. Based on FSSAI confirmation on these points, bidder will submit its offer and will not be allowed to take any further technical deviation at the time of submission of technical offer. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents and/or published on FSSAI's official website. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and/or through the minutes of the pre bid meeting. **It may be noted that non attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary.** The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two persons. The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorized signatory of his/her Organization.

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 the initiative of the bidder will be entertained.

9. **Validity of Bids.** The Bids should remain valid for a period of **180 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. 1,08,000/-** (Rupees One Lakh Eight 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. The EMD should be valid for a minimum period of forty five days or more from the date of last date of bid submission. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 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 RFP. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender.

10.1 In terms of Public Procurement Policy of MSEs/Guidelines of Govt. of India, the bidders may claim exemption from deposit of EMD provided the bidders upload along with the technical bid the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India.

10.1-A The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012" as amended from time to time to the extent of its applicability to this bid process.

11. In case of bidder who claim exemption of EMD in terms of Clause 10.1 revise or modifies his offer or terms & conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding Clause 10, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

12. **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.

13. **Delivery Period** – Delivery period for supply of items would be 30 days from the date of issue of Supply Order. Please note that Supply Order can be cancelled unilaterally by the FSSAI in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered delivery period will be at the sole discretion of FSSAI, with applicability of Liquidated Damages(LD) clause.

14. **Registration on GeM Portal.** The successful bidder is required to register on GeM portal of similar items mentioned at para 2 of Part II of this EOI, compulsorily on award of contract so that over and above order of Food Safety Smart Jacket may be made directly by the states concerned. Performance Bank Guarantee of the successful bidder will be forfeited for non compliance of this condition.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Introduction.** FSSAI, established under the Food Safety and Standards Act, 2006, intends to procure Food Safety Smart Jacket for food Safety Officer of FSSAI. FSSAI has conceptualized a Smart Food Safety Jacket, as a mark of professional identity for all the Food Safety Officers across the country. It will usher in a technology driven innovative system of food safety inspections in India which will enhance *efficiency, professionalism & transparency* in the system of Food Ecosystem, apart from bringing a *sense of ownership & visibility* of FSOs in the country. The salient Smart features of this jacket are:

- A. **Health Benefits:** The wearing of the Smart Food Safety Jacket will help in containing cross contamination to the Food Safety Officers. It will also help in safety of the FSO while inspecting any food business as well as drawing of samples.
- B. **Quality of the fabric:** The quality of the fabric will ensure not only its durability but also have features like wrinkle and dust resistance.
- C. **Smart Design:** The jacket will be aesthetically designed to assist in technology enabled inspections by allowing the FSO to smartly hold the tech devices like tablets, smart phones etc.
- D. **Mark of Professionalism & Identity:** The jacket will impart a mark of professionalism among the FSOs by giving them a sense of identity and relate to a larger mission of FSSAI i.e. to provide safe and wholesome food to the public at large.
- E. Besides above, the Food Safety Smart Jackets must have proviso of the following to make system more transparent:-
 - a. **RFID Tag:** It will facilitate the FBOs and other stakeholders to track the FSO that contains the tag. It should be located in the collar or on the back side of the front pocket of the jacket with button/welgrow tape or stitched so that the same cannot be misplaced or slip in pocket.
 - b. **Camera:** It will facilitate the stakeholders to capture the activities of the FSOs. It should be located in the front side of the jacket.
 - c. **QR Code:** It will facilitate the FBOs and other stakeholders to verify the identity of the FSO visiting his premises. It should be provisioned in a way that it can be easily seen or scanned.

2. **Scope / Description of Work**

As stated above, FSSAI intends to buy approx. 6,000 (Six Thousand only) Food Safety Smart Jacket, in lots, for food Safety Officer of FSSAI. Detailed specifications of the required items and specification of cloth are mentioned in the succeeding paras for reference to enable bidders to understand clearly the exact requirement.. The detailed item-wise description along with list of approved specifications is given below for reference to understand the entire works/services required to be carried out:-

Men's Food Safety Smart Jackets Size Chart

<u>S.No.</u>	<u>Smart Food Safety Jacket Size</u> <u>(Sizes as per given US specifications)</u>	<u>Chest Width (Inch)</u>	<u>Unit</u>
01	Size M	38-40	Nos
02	Size L	40-44	Nos
03	Size XL	44-45	Nos
04	Size XXL	45-47	Nos

Women's Food Safety Smart Jackets Size Chart

<u>S.No.</u>	<u>Smart Food Safety Jacket Size</u> <u>(Sizes as per given US specifications)</u>	<u>Chest Width (Inch)</u>	<u>Hip Width (Inch)</u>	<u>Unit</u>
01	Size M	33-34	37-38	Nos
02	Size L	34-38	39-41	Nos
03	Size XL	38-44	41-44	Nos
04	Size XXL	45-47	45-48	Nos

TECHNICAL SPECIFICATION OF THE CLOTH

Type of Finish	Normal Finish	
Blend	P/C - 65/35	
Fabric Description		
Fabric Weave	2/1 Twill	
Construction (per inch) (ASTM D3775)	Wrap	100 +/- 3%
	Weft	60 +/- 3%
Count (NE)	Warp	20s PC
	Weft	20S PC
Weight/sq.mtr (GSM) (ASTM D 3776)	200 +/- 5%	
Width (Cms) with selvedge (ASTM D3774)	150 +/- 3 cms	

Physical Performance		
% Shrinkage (ISO-6330-1A-90*c)	wrap	+/- 3%
Tumble Dry (After 5 Washes)	Weft	+/- 3%
Abrasion Resistance (ISO-12945-9kPa)	20,000 rubs	
Pilling Resistance (ISO-12945-1-2) (Martindale) (5000 Rubs)	4	
Breaking Strength (Kgf) (ISO-13934-1) (Min)	Warp	85
	Weft	50
Tearing Strength [gf] (ISO-13937-1)	Warp	3500

(Elmendorf Tear)	Weft	3000
Color Performance		
Washing fastness (ISO-105-C06-E1S) Shade Change		
	Staining on Polyester	3-4 min
	Staining on Cotton	3-4 min
Perspiration Fastness (ISO-105-E04) Shade Change		
a) Acidic	Shade Polyester	3-4 min
b) Alkaline	Staining on Cotton	3-4 min
Rubbing Fastness (ISO-105-X12)		
	Dry	4
	Wet	3 / 2-3 min
Light Fastness (ISO-105-B02) (Blue Wool Stds.)		
		4 or Better

The Food Safety Smart Jackets should also have the logo of FSSAI and have proviso of installation of RFID Tag, Camera, QR Code etc. The jacket should also have multiple pockets for keeping gadgets like Tablet, Mobile Phone and other important documents.

Bidders are requested to visit FSSAI Headquarters for having a look/glimpse of the sample of the Food Safety Smart Jacket before bidding. Successful bidder is required to submit an advance sample, as specified and approved by the FSSAI, for indeterminable parameters such as style, shade/tone, size, make-up, feel, finish and workmanship before giving clearance for bulk production of the supply.

The bidder is required to supply the Food Safety Smart Jackets, in lots to the O/o Food Safety Commissioners or any other Nodel Officer of States/UTs, as notified, as and when intimated by the FSSAI. The delivery will be limited to the State Capitals only. Hence, bidder should look into all the aspects like cartage/transportation/taxes etc before bidding.

3 **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. If so found, the tender will be summarily rejected by FSSAI.

4. **Eligibility Criteria for Technical Bid:**

4.1 The Bidder must have an established permanent setup (submit company profile/details indicating location/office address with proof).

4.2 **Earnest Money Deposit (EMD)/Bid Security:** Earnest Money Deposit is for Rs.1,08,000/- (Rupees One Lakh Eight Thousand only) (non-bearing interest). The EMD shall be paid in the form of demand draft/banker"s cheque/Fixed Deposit Receipt/Bank Guarantee issued by a nationalized bank/Scheduled Commercial Bank in an acceptable form in favour of **Sr. Accounts Officer, FSSAI** payable at **New Delhi**. However, MSME registered bidders are exempted. Tender offers received without EMD shall be rejected straightway and will not be considered. EMD of tendering agency who submits the sealed quotation but withdraw the same before expiry of the tender validity date, may be forfeited by FSSAI.

4.3 **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST, valid registration. (Attach supportive document viz copy of Regn).

4.4 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 in all the matters pertaining to the contract, including the arbitration clause.

4.5 The bidding firm/agency/company should be an Indian Firm/Agency/Company of Indian origin having been incorporated/in existence for the minimum period of three years as on date of tender document. (attach supportive documentary proof indicating existence date).

4.6 The bidding firm/agency/company must have successfully done/completed in any of the government departments/organizations in India for 03 (three) similar works/services during the past two years ("Similar work means "Supply of Uniforms/dresses/lab coats to Central Govt./State Govt./Autonomous Bodies including State/Central Universities). Attach copies of work order along with work completion report in support.

4.7 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**).

4.8 The bidding agency should have an annual turnover of Rs. 100 Lakhs or more during the preceding three financial years viz 2016-2017, 2017-2018, 2018-2019.

5. **Financial Bid**

5.1 Financial bid should **quote uniform Unit rate of Food Safety Smart Jackets (irrespective of Men's or Women's Jacket and sizes)** in the format, Price Bid Format at Annexure-5 enclosed, figures in Indian rupees (in words also). In-complete bids will be rejected summarily.

5.2 **Rates quoted shall be all inclusive (means includes cartage/transportation, taxes, levies, statutory duties or any other incidental charges). Price 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.**

6. **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

Part – III : Standard Conditions of RFP

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

1. General Conditions

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

1.2 **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) i.e. from the date of 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.

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

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

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

1.6 **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the goods/items/services 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.

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

- (a) The delivery of the requisite item/material or required works and services is/are delayed for causes not attributable to Force Majeure for more than one week after the scheduled delivery/work/services.
- (b) The Supplier is declared bankrupt or becomes insolvent.
- (c) The completion of work is delayed due to causes of Force Majeure by more than 10 days provided Force Majeure clause is included in contract.
- (d) The FSSAI has noticed that the selected agency/Supplier 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 & willful delay in supply of required material for the work resulting delay in completion of the work by the expected schedule as agreed upon, as observed by FSSAI. Further the items supplied are not as per given specifications.
- (f) As per decision of the Arbitration Tribunal.
- (g) Non-compliance of applicable statutory obligations, as per law of land by supplier/selected firm.

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

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

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

tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

6. **Taxes and Duties**

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

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Supplier 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 sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the tentative date of completion of entire work. PBG may also be furnished in the form of a Bank Draft/Bankers" Cheque or Fixed Deposit Receipt if the successful bidder wishes to. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI"s Bank. In case any claims or any other contract obligations are outstanding, the selected supplier will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Supplier settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, carrying out the desired work/services, settlement of claims and other provisions of the contract are not fulfilled by the Supplier, the same would be adjusted from the available PBG. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal Course of affairs as per law of land against the Indemnity submitted.

2 **Option Clause:** The 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 same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

3 **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the FSSAI can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the FSSAI to place the Repeat order or not.

4 **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, FSSAI reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Supplier. While awarding the contract, the quantity ordered can be increased or decreased by the FSSAI within this tolerance limit.

5 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.

6 **Payment Terms** :The payment to the selected Supplier will be made as per following schedule: -

Payment will be released on the basis of work order placed and on successful supply of requisite Food Safety Smart Jackets, subject to the satisfaction certificate issued by the concerned consignee office.

6.1 No Advance payment will be made by the FSSAI.

7. CORRUPT PRACTICES:

7.1 Any bribe, commission, or advantage offered or promised by or on behalf of the Bidder to any officer or official of FSSAI shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part of, or on behalf of the bidder in any manner will also make his bid liable to rejection.

7.2 In case of any clear indication of cartelization, the FSSAI shall reject the Bid(s).

7.3 If the information given by the bidder/Recruitment Agency in the Bid Document is found to be false/ incorrect at any stage, FSSAI shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the FSSAI may have under the Contract and Law.

8. **Paying Authority:**

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

- (i) Ink-signed copy of bill/Invoice
- (ii) Copy of Supply Order/Contract
- (iii) Job Completion Certificate
- (iv) Performance Bank Guarantee in acceptable form
- (v) Details for electronic payment viz Account holder"s name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code
- (vi) Certificate issued by the Consignee that the Food Safety Smart Jackets supplied are as per the design approved and are in good condition.

9. **FORCE MAJEURE**

In the event of either party being rendered unable/helpless 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.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable/helpless as aforesaid thereby, shall notify to 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 under 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.

10. **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 and/or Mumbai.

11. **Other Conditions/Guidelines**

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

(a) All consumables viz. cloth, threads, stitching, designing etc. are to be of good quality and of well renowned make.

(b) If the performance of the selected Agency is not found satisfactory during the validity of the contract, FSSAI reserves the right to cancel the contract unilaterally at any stage and no claim of damage etc from the selected Agency will be entitled.

(c) The Selected Agency would indemnify FSSAI against any loss of property or life/injury or any kind of accident, fire etc during the execution of the contract.

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

12.1 The supplier 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 supplier"s employees performing duties under this contract.

12.2 The supplier shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm and FSSAI shall not be a party to any dispute arising out of such deployment by the supplier.

12.3 The work force deployed by the supplier under this contract shall be the employee of the supplier and in no circumstance shall have any claim of employment with the FSSAI.

12.4 The Paying Authority shall deduct TDS and GST as per prevailing Government instructions/orders from the total payment made to supplier in pursuance of this contract. This TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount of cost escalation.

13. **Affidavit.**

An affidavit (on e-stamp paper of Rs. 10/-) is required to be submitted by the successful bidder regarding the fact that the persons employed by the supplier 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 implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefit to the personnel employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workmen"s Compensation Act-1923, Industrial Dispute Act-1947, Minimum Wages Act-1936, 1948 or any other applicable Acts or Enactments in case of injury or death of any of its workers while at work or otherwise due to suppliers directions/any other job. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities & obligations as well in the most sincere manner and shall solely be responsible for the same. Further it will be mentioned that the products/items mentioned by the bidder shall be of same design, as approved by FSSAI and under no situation will be changed/alterd at the time of their supply.

Part V – Evaluation Criteria & Price Bid issues

1. EVALUATION CRITERIA:

Determination of responsiveness

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

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 jacket and/or is inconsistent with the bidding documents.

Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer by fulfilling the requisite qualifying requirement as mentioned above. The technical offer of the firm would be evaluated by the Technical Evaluation Committee (TEC). The financial/commercial offers will be opened only in respect of the bidders who qualify the technical bid requirements as per the tender details.

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

2. TECHNICAL & FINANCIAL EVALUATION.

2.1 BID EVALUATION:

2.1.1 Bid evaluation will be carried out through “Bid Evaluation Committee”.

2.1.2 A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Price Bid evaluation. During the Scrutiny of the Technical bid by the designated Bid Evaluation Committee appointed by the competent authority, necessary clarification, if any, required by the FSSAI shall be furnished by the bidder within time given by the FSSAI for the same. FSSAI is at liberty to verify any or all the documents submitted by the bidders even by referring to third parties. After the technical evaluation is completed, opening of the Price bids will be done. Date and time of opening of the Price Bids will be intimated to the technically qualified bidders.

2.1.3 Selection Procedure & criteria:

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

- The responsiveness of the bid, i.e; Annexure duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- Receipt of valid EMD with requisite amount in acceptable format.

- Documents in proof of meeting the minimum eligibility criteria.
- Any other documents as required to support the responsiveness of the bidder as per tender.

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.

The bidder who qualifies at the technical evaluation stage shall only be called at the time of opening of financial bids. FSSAI shall intimate the bidders, the time/venue for the financial Bid opening through written and/or telephonic communication/or email.

3. **Validity of Tender:**

Tender shall be valid for acceptance for a period not less than 180 days since tender opening date.

4. **Award of Contract:**

FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.

By the process of evaluation of technical bids and financial bids, the Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Financial Bid Performa Annexed to this Tender enquiry. The successful bidder will be selected based on the lowest price (all inclusive). The lowest quote to the buyer would be the deciding factor for ranking of bids. However, the brand of the items would also matter in price consideration. All columns/guidelines of the Financial Bids shall be filled in by the bidder and no column should be left blank.

If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer i.e. FSSAI. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

Tender Form

To

The Executive Director (RCD)
Food Safety and Standard Authority of India
Ministry of Health & Family 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), *description of the goods and services*) 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
- Brief of court/legal cases pending, if any, are following:
- 2We 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.

BIDDER'S PROFILE:

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

FINANCIAL STATUS

Name of the Bidder _____

Description	Financial Years		
	2016-17	2017-18	2018-19
Annual Turnover			

1. Attach the copies of the audited balance sheets, including all related notes and income statement for the last three Financial Years as indicated above complying with the following conditions:
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

The Executive Director (CS),
FDA Bhawan, 4th 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 FSSAI

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.

FINANCIAL BID FORMAT

**Supply of Food Smart Safety Jacket to FSSAI
(within the Geographical boundaries of India)**

Men's / Women's Smart Food Safety Jackets Size Chart

Specifications : As mentioned in Scope/Description of work in Part- II of Tender Document

<u>S.No.</u>	<u>Smart Food Safety Jacket Size (Sizes as per given US specifications)</u>	<u>Unit</u>	<u>Unit Rate* (in Rs.) (All Inclusive)</u>
01	Size M	Nos	
02	Size L	Nos	
03	Size XL	Nos	
04	Size XXL	Nos	

(Note *) Bidders are requested to quote only one rate for Men's and Women's Food Safety Smart Jackets irrespective of its sizes.

Successful bidder is required to do regular quality inspection of samples

SIGNATURE OF BIDDER WITH SEAL AND DATE

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 supplying Food Safety Smart Jackets of contract for Rs. _____ (Rupees in figures and words) (Hereinafter called the "contract") to M/s _____ (Name of the supplier (hereinafter called the "supplier")).
3. AND WHEREAS THE Supplier 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 Supplier 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 from the Department to indemnify the Department for any liability of damage resulting from any defects of shortcomings of the Supplier 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 Supplier 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 Supplier. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the Supplier 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 supplier or if the supplier fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the supplier.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the supplier.
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 Supplier" herein before used shall include their respective successor and assigns.

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

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the abovenamed _____ in the presence of:

Witness- 1

Signature _____

Name _____

Address _____

Witness- 2

Signature _____

Name _____

Address _____

CHECKLIST - FOR BIDDERS

S No.	Detail s	Yes / No	Remarks
1.	DD/PO for Rs. 1,08,000/- (Rupees One Lakh Eight Thousand Only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
2.	Tender Form : Annexure - 1		
3.	Tender document duly signed and stamped on each page.		
4.	Bidder Profile - : Annexure - 2		
5.	Financial Status : Annexure - 3		
6.	Letter of Authority :Annexure - 4		
7.	Price-Bid : Annexure - 5		
8.	Power of attorney in favour of Signatory		
9.	Enclosed Xerox copy of PAN Card		
10.	Enclosed Xerox copy GST Registration Certificate		
11.	Authorisation - Annexure - 8		
12.	Attached the copies of the audited balance sheets, including all related notes and income statement for the last three Financial years in support of Annual Financial Turnover and strength i.e. 2016-17, 2017-18 and 2018 - 19.		
13.	Enclosed copy of work orders of contracts obtained as mentioned in RFP in support of experience and similar work done		
14.	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. The above check list is broadly indicative of submission of documents. **Also please go through Part-II para 3 of tender document for eligibility conditions/criteria so as to avoid any scope of non fulfilling of qualifying condition.**

SIGNATURE OF BIDDER WITH SEAL AND DATE