

**No. 08-02/GA/2015/FSSAI**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**( A Statutory Body Under Ministry of Health and Family Welfare)**  
**FDA BHAWAN, KOTLA ROAD, NEW DELHI-110002.**

Dated 24<sup>th</sup> June, 2022

**TENDER NOTICE**

**Invitation of Bids for Selection of Service provider for running Staff Cafeteria**  
**In FDA Bhawan Premises, Kotla Road, New Delhi – 110 002**

Online tenders are invited under two stage bid system from persons /agencies possessing requisite license and having minimum of “five years” experience in catering service for running FSSAI FDA Cafeteria in the Campus of the FDA Bhawan, Kotla Road, New Delhi-110002 for an initial period of 03 Years from 01-09-2022 to 31.08.2025 which may extendable for 01(one) year subject to satisfactory services of the selected vendor and mutual consideration and agreed terms and conditions.

The tender documents containing the nature of work, terms & condition of the contract is available on the FSSAI website [fssai.gov.in](http://fssai.gov.in) and on CPP Portal i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in). The duly filled in Tender Document with relevant supporting documents may be submitted on or before **1<sup>st</sup> August, 2022 by 1200 Hrs.**

Tender document (non-transferable) containing detailed specifications, terms & conditions and Pre-qualification criteria etc. can be obtained from GA Division free of cost. Alternatively, the tender document can be downloaded from FSSAI website: [www.fssai.gov.in](http://www.fssai.gov.in) **and or through CPP Portal** [www.eprocure.gov.in](http://www.eprocure.gov.in).

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

Joint Director (Gen Admin)  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

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Dated 24<sup>th</sup> June, 2022

**Invitation of Bids for Selection of Service provider for running Staff Cafeteria**  
**In FDA Bhawan Premises, Kotla Road, New Delhi – 110 002**

The Food Safety and Standards Authority of India invite online bids from experienced and well established agencies/persons for running of FDA Cafeteria within the premises of FDA Bhawan, Kotla Road, New Delhi through this RFP. The bids are being invited under two stage bid system viz technical at first stage and after analyzing /discussing with the bidders, financial bids from the technically qualified and willing bidders to provide the subject services will be called separately.

2. This 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, Detailed scope of work etc.
- (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. However, the price bids would be submitted by the bidders subsequently after selection at technical stage and acceptance of terms and conditions mentioned in the RFP for which further time will be given and communicated to all the technically qualified bidding agencies.

3. 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-of.

**PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids. 01-08-2022 at 1200 hrs.**

The Bids, only Technical initially should be submitted online by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Bids are to be submitted online on *e-procurement* portal and physical (technical part only additional documents should the bidders consider appropriate to provide and couldn't uploaded online), if bidders wish to, may be deposited in the Tender Box earmarked for the purpose at 3<sup>rd</sup> Floor, FSSAI, FDA Bhawan, 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 subject to their responsibility. No consideration will be given for postal or any circumstantial delay due to any reason whatsoever.
3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date / time will be opened on **02 August, 2022** at 1200hrs. If due to any exigency, the due date for opening of the Bids is declared a closed holiday or for any reason could not be opened at the given time, the Bids will be opened on the next working day at the same time or on any other day/time, as the case may be.
4. **Place for Opening of Bids.** Bids will be opened by the nominated officials at FDA Bhawan in office premises of FSSAI, Kotla Road, New Delhi -110 002. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Price/Financial Bid will be intimated after acceptance of the Technical Bid. Financial Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

**Submission of Bids.**

(a) Bids against this RFP are required to be submitted, as stated above, under a two stage-bid system as per the technical requirements indicated in **Part –II of this RFP**. The technical bids are to be accompanied with Earnest Money Deposit (EMD) of Rs. 10,000/- and other related supporting documents.

(b) Commercial bids only from the technically qualified bidders would be invited subsequently giving three days' time to such bidders from the date of intimation to the bidders and no representation in this regard shall be entertained.

5. **Clarification of RFP.** Bidders may seek clarifications in writing regarding this RFP document within seven days of issue of RFP. FSSAI shall respond in writing through email i.e. [gadmin@fssai.gov.in](mailto:gadmin@fssai.gov.in) 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](http://www.fssai.gov.in). **It is recommended that all bidders may physically inspect the venue for the proposed work and services to get an accurate estimation of the requirements, facilities available for the selected agency, prior to submission of their Bids.**
6. **Pre-Bid Conference.** A pre bid meeting will be held on **8 July, 2022 at 1100 hrs** in the office of Food Safety and Standards Authority of India at 3<sup>rd</sup> 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 also atleast 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 or fulfilling the required conditions and submission of supporting documents along with the bid. In case bidders choose to offer or suggest with better features/specifications/design 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 consider it more appropriate and necessary for betterment of the proposed services. 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 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 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 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 the initiative of the bidder will be entertained.

9. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

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

11. **Earnest Money Deposit (EMD).** Bidders are required to submit an EMD for Rs.10,000/- (Rupees Ten Thousand only) as Earnest Money Deposit (EMD). If the bidders do not honour the terms and condition they will not be permitted to participate in any tender for the next two years.

12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

**1.0 Introduction/Scope of Work.** FSSAI is an autonomous body functioning under Min of Health & Family Welfare having its HQ at FDA Bhawan, Kotla Road, New Delhi. The premises are shared with CDSCO, a department under MoH & FW. At present the total strength of employees working in the premises are approx 500 numbers. There is no subsidy available on the rates and the selected agency is expected to bear the entire cost of food, beverages, staff deployed etc. Only the infrastructure available on site with necessary

equipment would be provided free of cost with water and electricity paid by the department. There is a PNG connection available at one point and the gas consumption charges are to be paid by the selected agency regularly. FSSAI is managing Staff Cafeteria namely “FDA Cafeteria” at present and intends to continue providing the existing services through inviting bids under open tender enquiry giving ample opportunity to the prospective service providers in this field. FSSAI expects the bidding agency to be well experienced with high level of integrity and have prior experience of handling such kind of cafeteria/canteen with hygienic good services meeting desirable food quality standards by using permitted/good quality raw material and branded packed items. The cafeteria staff is expected to employ trained personnel with proper dress/uniform and dedicated towards his/her duties and maintain clean and hygienic services at all times. Regular hygiene audit of the premises will be carried out.

2.0 The snacks/tea/coffee/beverages and food items to be served as per prevailing food industry standards as applicable for any restaurant/cafeteria. The food/beverage items which would be served at Cafeteria counter are mentioned below: -

S.No.	Menu	Approved rates in INR
1.	Tea per cup (125 ml)	10
2.	Coffee per cup (125 ml)	15
3.	Veg Sandwich (consisting of two bread slices of brown bread std size with 4pcs of cucumber, four pcs of tomato, butter 5gms, 5gms cabbage)	45
4.	Paneer Sandwich (using brown wheat bread only 2 pcs) butter 5gms, onion small pcs 10gms, paneer 20gms.	50
5.	Bread butter Slice (full wheat brown bread 02 pcs) – using 10gms butter.	20
6.	Bread Pakoda/Paneer Pakoda (100 gm piece) (to be fried in fortified oil)	10
7.	Samosa/Dal Kachori/Pyaz Kachori (100 gm piece to be served with chutney) (to be fried only using fortified oil)	10
8.	Poha/Upma (200 gms) blended with coconut/peanuts/seeds in rotation	50
9.	Puri with vegetable & pickle (04 Puris + 100gm gravy veg using fortified cooking oil only)/Pav Bhaji/ Chilli Patato/ Bedmi Puri/Matar Kulcha	50
10.	Lunch (Super) per head (Dal+ Dry Veg+ Paneer with Gravy+ Curd/Raita+ Papad+ Rice+ 3 Chapati+ Salad+ Pickle and one sweet item)	160
11.	Lunch (Deluxe) per head ( Rajma or Dal+ Paneer subzi+ Rice + 3 Chapati+ Salad & Curd).	120
12.	Lunch (Mini) per head e.g. Rice or 4 Chappati with Rajma/Dal/Chole	60
13.	Thali (Veg subzi + Dal+ Rice + 3 Chapati + Salad)	80
14.	Masala Dosa / Plain Dosa (size 10” 150gms weight) with coconut Chutney (50gms)& Sambhar (100gms)	70
15.	Idli Sambhar with coconut chutney / Sambhar Vada with coconut chutney (50gms)/Sambhar (100gms)	40

16.	Curd & Lassi (Mother Dairy, Amul or equivalent brand) or customized	As per MRP
17.	Gulab Jamun per piece (using fortified ingredients) standard size	15
18.	Rosgulla per piece (using fortified ingredients) standard size	15
19.	Cold Drink (300 ml) (packed on MRP)	As per MRP
20.	Veg Roll, Kathi Roll, Cheese Roll (100 gms weight size/length 8")	60
21.	Patties (Veg/Cheese) standard size 70 gms	20
22.	Maggi-noodles plain (150 gms)	30
23.	Maggi-noodles with vegetables (200 gms)	40
24.	Ice cream (Amul, Mother Dairy, Vadilal, Natural brands only)	As per MRP
25.	Biscuits / Cookies (fibre rich) brands like Britannia, Sunfeast, Marico, ITC, Parle etc.	As per MRP
26.	Juices(Packed) / Nimboo Pani (300 ml)	As per MRP
27.	Pastries (pineapple/black forest) (standard size)	25
28.	Mineral Water (packed bottle) on MRP	As per MRP
29.	Chhole Bhature/Chhole Puri (Bedmi) (02pcs 6" size with 150 gms chhole)	50
30.	Baked Snacks like Veg Cutlets, Aloo Tikki, Hariyali/Harabhara Kabab etc. (06 pcs total weight 200 gms)	50
31.	Paneer Chilla (in butter or fortified oil only) (100gms weight)	50
32.	Boiled Eggs (2 Nos)	25
33.	Omlette (2 eggs) with 2 piece of brown bread slice	45
34.	Cold Coffee	50
35.	Beaten Hot Coffee	50
36.	Oreo Shake	60
37.	Mango Shake	60
38.	Fresh Lime Soda	50

The above stated Menu is indicative and the bidders would be entitled to add/remove or make alternative items in due course as per their actual counter sale and customer demand. However, no substandard or non-branded item without proper ingredients/specifications mentioned on it shall be allowed to be sold. It may also be noted that no subsidy is available for running/managing the cafeteria. "ANY OTHER ITEM MAY BE ADDED IN THE MENU, THE RATE FOR WHICH WOULD BE MUTUALLY DECIDED BY FSSAI AND THE SUCCESSFUL BIDDER".

2.1 Only fortified atta and oil must be used as ingrediants/ for cooking.

2.2. The service provider would also be required to provide meals for the official functions on as required basis. Bills for the same have to be raised by the service provider within 10 days on the succeeding month and submitted to GA division for payment.

2.3 The service provider may also use the premises as a cloud kitchen to improve financial viability.

### 3.0 **Technical Bid**

Technical Bid consists of all technical details along with commercial terms and conditions. This bid also covers minimum eligibility criteria and required documents as mentioned below along with EMD.

*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.*

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

To be eligible to participate in the said tender enquiry, the tenderer must full-fill the following technical requirements/criteria: -

3.1 The Bidder must have an established permanent setup in Delhi/New Delhi (submit profile/details indicating location/office address with proof).

3.2 Tender fees: No tender fee is required to be paid.

3.3 **Earnest Money Deposit (EMD)**: EMD is to be submitted along with the technical bid for Rs.10,000/- in the form of Demand Draft/Pay Order drawn in favour of Sr Accounts Officer, FSSAI payable at New Delhi. **However, the bidding agencies having valid MSE registration or registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from depositing EMD.**

3.4 Tender offers received without EMD shall be rejected straightway and will not be considered.

3.5 **Firm's Registration**: Bidder must be registered for Income tax/possession of PAN&GST registration (Attach supportive document viz copy of Regn). Should have a license of FSSAI and should be registered/licensed with the concerned municipal authority for the services being provided.

3.6 The Average Annual Turnover of the firm for the last 3 years (a) 2018-19, (b) 2019-20 (c) 2020-21 should not be less than Rs. 40 lakhs.

3.7 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.

3.8 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 five years as on date of tender document having office set up in Delhi/New Delhi(attach supporting documentary proof indicating existence date).

3.9 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 along with Technical Bid**).

### **Desirable Criteria**

4.0 The bidding agency/firm/company's Director/Partner/Proprietor, as the case may be, should have done industrial training in this field (i.e. hotel/restaurant/cafeteria/canteen running/management) with any recognized organization/department/institution.

4.1 Proprietor/One of the partners/ one of the Directors/Managers of the applicant firm should possess a degree diploma in Hotel Management, Catering, and Nutrition from a reputed institute in India. Attested copy of degree/ diploma should be enclosed.

4.2 The bidding firm/agency/company must have successfully provided similar services in any of the government departments/organizations/Autonomous Bodies/PSUs in Delhi/New Delhi area during the past five years (min three years at a stretch). (Attach copies of work order and in case of contract concluded, successful/satisfactory services certificate from that organisation in support).

### 5.0 **Financial Bid**

5.1 Financial bid is not required to be submitted along with technical bid as this being two stage bidding system. After shortlisting/technically qualified bidding agencies would only be required to submit financial bids as per given date and time which would be intimated later.

### **Part-III**

**Standard condition of RFP** - May be referred for standard terms 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. contractor/contractor in the contract), as selected by the FSSAI i.e. FSSAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1.0. **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.

1.1. **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 date specified in the contract.

1.2. **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 offence 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.

1.3. **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.

1.4. **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.

1.5. **Liquidated Damages:** Not Applicable.

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

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 required services is/are delayed for causes not attributable to Force Majeure.
- (b) The Contractor is declared bankrupt or becomes insolvent.

- (c) The completion of work is delayed due to causes of Force Majeure by more than 7 days provided Force Majeure clause is included in contract.
- (d) 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.
- (e) There is undue & wilful delay in supply of required items/services resulting in delay in execution or providing desired services by the expected schedule as agreed upon.
- (f) Unsatisfactory services relating to the Cafeteria of any kind noticed or brought to the notice or through complaint by the users/customers at any stage.
- (g) As per decision of the Arbitration Tribunal.
- (h) Non-compliance of applicable statutory obligations, as per law of land by contractor/selected firm.

1.8. **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 registered pre-paid mail or e-mail, addressed to the last known address of the party to whom it is sent.

1.9. **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.

2.0. **Patents and other Industrial Property Rights:** Not applicable.

2.1. **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.

2.2. **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.

2.3 **License to Run the Cafeteria** It will be responsibility of the selected agency to obtain mandatory license (s) needed to operate the Cafeteria services as per law of land.

#### **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. 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 commercial bank for a sum of Rs.50,000/- (Rupees Fifty Thousand Only) within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of completion of the cafeteria running contract. PBG may also be furnished in the form of a Bank Draft/Bankers

‘Cheque or Fixed Deposit Receipt if the successful bidder wishes to in favour of Sr. Accounts Officer, FSSAI. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI’s Bank. In case any claims or any other contract obligations are outstanding, the selected contractor will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, 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. LICENSE FEE/Monthly Charges for Cafeteria**

- (i) The selected contractor shall be required to pay the amount quoted in their financial bid.
- (ii) The payment to FSSAI is to be made every month in advance, on or before the 5<sup>th</sup> day of the succeeding month.
- (iii) If the said monthly fee or any part thereof falls in arrears and remains unpaid for a period of 60 days from the due date, it shall be lawful for the FSSAI to terminate the contract without any notice in that behalf or deduct the amount from the dues payable to the service provider.

## **3. Paying Authority:**

(a) For providing services on credit basis to FSSAI for Meeting Lunch/High Tea/Coffee Snacks etc on regular basis, the payment will be released on monthly basis subject to submission of bills and providing satisfactory services by the selected contractor. Paying Authority will be Accounts Division, FSSAI, 3<sup>rd</sup> 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 with supporting documents viz request slip, if any
- ii. Details for electronic payment viz Account holder’s name, Bank name, Branch name and address, Account type, Account number, IFSC code.
- iii. Indemnity Bond (on Rs.100 e-stamp paper) for one time only giving an assurance of providing good services at all times and maintenance of cleanliness, proper hygiene and usage of food grade gloves/aprons/caps etc by the cafeteria staff all the times while on duty.

#### 4. **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 from such Force Majeure circumstances as 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 parties control that have arisen after the conclusion of the present contract. This would also include Pandemic Situation (COVID-19) and lock down imposed by the government.

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 conditions, 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.

#### 5. **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 dues towards supply of food/tea/coffee/snacks and in case of no dues pending a sum of Rs.500/- for each violation 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. **The decision of FSSAI in this regard will be sole and final.**

#### **Other General Conditions/Guidelines**

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

- (a) The Contractor shall procure and use all fresh and standard/good quality food material, eatables, etc. necessary for running the canteen at his own costs. The quality of food shall be maintained in consultation with the FSSAI and the decision of the FSSAI in respect of quality of food shall be final.

- (b) The Contractor shall also undertake and ensure that all the raw material including milk etc. shall be available during the course of the working hours of the authority and he shall also arrange to supply the food items tea, coffee, lunch, dinner etc. even beyond the working hours and/or on holiday, if required by the Commission, at the same rate.
- (c) The Contractors should have valid Licenses for operation/running of the canteen and Catering.
- (d) All electrical cables/connectors/switchboards panel, switches, sockets, intercom lines are available in the cafeteria premises and no specific charges for electricity/water consumption will be charged from the selected contractor. However, should there any further additions/alternations/modifications considered to be required by the selected bidder, the same shall be of ISI or as per the good quality specifications/norms of well renowned make and their laying will be completely covered, safe and tamper proof to avoid any chance for short-circuit/accident etc to be carried out by the selected contractor on its own and FSSAI will not bear such expenses.
- (e) 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 material/items/empties etc.
- (f) 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 giving 30 days' notice and no claim of damage etc from the selected Agency will be entitled.
- (g) The Selected Agency would indemnify FSSAI against any loss of property or life or any kind accident, fire etc during the execution of the contract.
- (h) The Contract will be initially for a period of three years and further extendable for a period up to one year. After the expiry of the three years, the Authority will evaluate the performance of services provided by the contractor. If the services are found satisfactory, the Authority reserves the right to extend the contract on the same terms & conditions. The Authority also reserves the right to terminate the contract, at any time during the currency of contract by giving 30 days' notice to the Contractor. The Contractor has to give 60 days' notice, if he wants to terminate contract at his own end.
- (i) The Contractor has to ensure that canteen premises are used only for the purpose of running the canteen and catering services for the FDA Bhawan and may also use the premises to operate a cloud kitchen to improve financial viability. The Contractor himself and/or his worker should not use the premises for any other business purpose. The Contractor shall not be authorized for any kind of sub-letting of the premises in any manner.
- (j) The Contractor will be provided with the canteen premises and furniture as available in the authority. The maintenance and upkeep of premises, furniture and fixtures will be the sole responsibility of the Contractor. In case any damage is caused to any of the items which is provided due to mishandling or any reason, the item of the same quality shall be replaced by the Contractor.

(k) The Contractor shall be responsible for running the canteen as per the rules applicable and ensure the compliance of the provisions of Employees' Provident Fund Act and ESI Act and rules framed there under and other relevant statutes including Municipal Rules and Regulations, relating to the canteen in force from time to time, during the subsistence of the Contract. The Contractor shall obtain necessary license to run the canteen from the appropriate authorities.

(l) The Contractor shall employ his own canteen staff, provide them clean uniform at his own cost and shall be responsible for timely payment of their wages/salary directly in their bank accounts. The contractor will also be responsible to deduct and pay EPF as per rules and also extend medical facilities etc. as per statutory laws in force from time to time. FSSAI shall not be responsible in any manner.

(m) The Contractor shall provide the canteen/catering services normally on five days a week and will also provide the said services on Saturday/holidays or late hours in the office, if required by FSSAI. The FSSAI will give requirement of services on holidays/late hour in advance.

(n) The contractor will be responsible for the acts and deeds of its employees and shall submit a character/police verification certificate in respect of the personnel engaged by the selected agency to FSSAI.

(o) The FSSAI reserves the right to get outside Caterers for specific occasions and under no circumstances/situation whatsoever, the FDA Cafeteria shall claim its right over providing such services.

7. **Special Conditions of the Contract(Applicable in case of Successful Bidder)**

1. The contractor shall be responsible for all errors of commissions and omissions on part of work force engaged for the purpose. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employees performing duties under this contract.

2. The contractor 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 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. The Contractor will ensure that its servicing and cooking staff wash hands with soap after use of the rest rooms & before cooking/serving of food.

5. The Contractor should ensure no re-use of leftover foods from the previous day.

6. Left-over food should be disposed-off appropriately.

7. Items such as sandwiches, burgers, french fries which can be consumed outside the cafeteria premises shall be served in appropriate and convenient material

(No non-food grade Plastic Service Plates/Items/Spoons allowed to be used for the purpose).

8. Ensure all employees are free of any contagious diseases or ailments and also ensure all the employees are well mannered and display courteous behaviour.

9. Ensure pest control administration periodically (rats/mice flying insects'/crawling insects), but not with aerosol based anti-pest sprays that could get in the food.

10. Operation of cafeteria/canteen is subject to regular inspections by the Committee appointed by the FSSAI & CDSCO jointly or nominated concerned officials of FSSAI to ensure all points are adhered to. Periodic checking/ performance audit by a monitoring committee shall also be carried out to evaluate the performance of the caterer on standards of hygiene, cleanliness and health. Committee will monitor/check the quality, quantity and hygienic condition of utensils and service persons and submit the report to FSSAI. New food items as required by users or by vendor will be added on the recommendations of the Committee/concerned officials of FSSAI and prices for the same will be decided in consultation with the service provider.

11. Any violation of the terms and conditions of the contract shall attract penalty on the contractor which shall be decided by the management of the FSSAI and the same shall be acceptable to the contractor.

#### 8. **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.

9. **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 contractor for the outsourcing in relation to the conduct of the proposed work/services are 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 accrue implicitly or explicitly. 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 contractors' 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.

## Part V – Evaluation Criteria

### 1. Evaluation Criteria

- (a) Only those Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the RFP.
- (b) The technical bids are supported by documentary proof of technically qualifying laid down criteria.
- (c) Bidding Agency should be in the field of Catering / Hotel business / Cafeteria/Canteen running and should provide evidence of having run a Hotel/Restaurant or having run canteen in Public Sector Undertaking/Government establishment or a reputed private establishment for the past at least 05 years or more. Proof of the satisfactory performance from the previous employer is to be provided, along with the service provided.
- (d) **FSSAI reserves the right to accept or reject any or all tenders without assigning any reasons whatsoever.**
- (e) The bids shall be ranked keeping in view the marks obtained on a scale of 100 marks during evaluation of bids. The financial bids would be invited only from the bidders who could obtain minimum 70% points i.e. 70/100 in Technical evaluation.
- (f) Criteria for evaluation of the technical bid/performance of contractors for preeligibility: -

S.No.	Attributes/Description	Evaluation Max Marks
(i)	Financial Strength a. Annual Turnover (last three years)  (Rs.40 Lakhs/per year or above) (in case turnover is higher than 40 lakhs but below Rs.50 lakhs – 15 marks and in case turnover is above Rs.50 lakhs – 30 marks)	(30 Marks)
(ii)	Performance certificate from existing clients concluded during past 2 yrs including ongoing for similar jobs. more than 3 clients - 30 marks 2-3 clients - 20 marks 1 client - 10 marks	(30 Marks)



(vi)	Performance of Works/Services (Quality) Based on report/assessment by the visiting Committee or Presentation (Quality of Food, Hygiene, Cleanliness, Service Quality, Efficiency in handling cash transactions/billing and trained & experience staff availability, clean uniform, appearance and behaviour with customers/visitors, Food storage and Garbage disposal etc.) at the present premises of the service provider	(40 Marks) * Minimum 70 marks required for technical qualifying
	(i) Excellent - 40marks (ii) Very Good - 30 marks (iii) Good - 20 marks (iv) Fair - 10 marks (v) Poor - 0 marks	

2. 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, if applicable
Annexure – 5	:	Performance Security (Bank Guarantee)
Annexure – 6	:	Check List for Bidders
Annexure - 7	:	Form of Application

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

**Tender Form**

**To,**

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

Reference 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 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 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.	GST No.	
9.	PAN Number	
10.	EPF & ESI Regn Numbers	
11.	<b>STRUCTURE AND ORGANIZATION</b> 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**

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Description	Financial Years		
	2018-19	2019-20	2020-21
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 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:

Jt Director (GA),  
FDA Bhawan, 3<sup>rd</sup> 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 representatives.

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 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.

**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 running FDA Cafeteria within the premises of FDA Bhawan Kotla Road New Delhi-110 002 with allied misc jobs 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 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 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 agree 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 where of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
  
10. The expressions “the Department”, “the Bank” and “the Contractor” herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of the bank 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

Witness- 2

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**CHECKLIST - FOR BIDDERS**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
01.	EMD to be submitted along with the bid duly stamped & signed.		
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.	Attached the copies of the financial statements, including all related notes and income statement for the last three Financial years i.e. 2018-19, 2019-20 and 2020–21. (For Assessment Year 2019-20, 20-21 and 21-22)		
12.	Enclosed copy of work order / contract for similar nature of job in Govt. Organisation.		
13.	Last Date & Time of submission - 1 <sup>st</sup> August,2022 1200 Hrs.		

Note: Please note that the above information is an indicating and for detailed eligibility conditions and submission of documents please see Part-II of the RFP (Eligibility Conditions in Part-II of this RFP on page6, 7 &8)

**SIGNATURE OF BIDDER WITH SEAL AND DATE**



**FORM OF APPLICATION FOR CONTRACT FOR RUNNING  
STAFF CAFETERIA IN FDA COMPLEX, KOTLA ROAD, NEW DELHI  
(FOR THE PERIOD FROM 01.05.2022 TO 30.04.2024)**

1. Name & address of the applicant / intending tenderer. : \_\_\_\_\_  
\_\_\_\_\_
2. Experience in the field. : \_\_\_\_\_  
(Please attach copies of the document in support). \_\_\_\_\_
3. Present Profession of the Applicant. : \_\_\_\_\_
4. Qualification or expertise, if any in the field. : \_\_\_\_\_
5. Details of Earnest Money : ; \_\_\_\_\_  
Demand Draft / Pay Order \_\_\_\_\_  
Number, Date and Bank on \_\_\_\_\_  
with DD / PO is drawn.

Place : \_\_\_\_\_

Date : \_\_\_\_\_

**Signature of the Applicant**

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