



**GA-14016/1/2022-Gr.Admin-FSSAI**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**3RD FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002.**

Dated, the 24<sup>th</sup> Feb 2022

**TENDER NOTICE**

**INVITING BIDS FOR REPAIR OF COOLING TOWERS OF HVAC**  
**AIRCONDITIONING SYSTEM IN FDA BHAWAN,**  
**KOTLA ROAD, NEW DELHI -110002**

Food Safety and Standards Authority of India (FSSAI) invites online bids from an experienced agency who are in the business of carrying out HVAC (Central Air-Conditioning System) jobs and capable of repairing Cooling Towers of Central Air-conditioning system installed in FDA Bhawan, Kotla Road, New Delhi-110002 in compliance of terms and conditions stipulated in the Tender document.

02. The bids are to be submitted in two parts viz Technical and Commercial/Price Bid. Technical bid will contain Earnest Money Deposit proof, an undertaking for acceptance of all terms and conditions, qualification document, stamp/signed each page of RFP and the Price Bid which will be as per the prescribed format (BoQ for price bid attached separately at online portal).

03. Tender document containing detailed specifications, terms & conditions are available on FSSAI's *website: [www.fssai.gov.in](http://www.fssai.gov.in)* and on *CPP Portal viz Govt e-procurement system at [etenders.gov.in](http://etenders.gov.in)*. The same can also be obtained from GA Division, FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi free of cost.

04. The duly filled in Tender Document with relevant supporting documents addressed to Director (GA), FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi 110002 may be submitted online on or before **14<sup>th</sup> March, 2022 by 1100hrs.**

05. **Address for communication:** Assistant Director (GA), Food Safety and Standards Authority of India (FSSAI), 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi - 110002 (email: [gadmin@fssai.gov.in](mailto:gadmin@fssai.gov.in)).

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



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1. This TENDER is divided into five Parts as follows:
  - (a) **Part I** – Contains General Information and Instructions for the Bidders about the TENDER such as the time, place of submission and opening of Tenders, Validity period of Tenders, etc.
  - (b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
  - (c) **Part III** – Contains Standard Conditions of TENDER.
  - (d) **Part IV** – Contains Special Conditions applicable to this TENDER and which will also form part of the contract with the successful Bidder.
  - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
  
2. This Tender is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the Tender, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

**PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids** : 14<sup>th</sup> March, 2022 by 1100 hrs.  
  
The Bids, both Technical and Commercial should be submitted online by 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 CPP Portal.

3. **Time and Date for Opening of Bids.** Bids will be opened at **1200 hrs on 15-03-2022**. 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.

4. **Opening of Bids.** Bids will be opened as per above given schedule. Please note that only the Technical Bid would be opened on the time and date mentioned above. The financial Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

5. **Submission of 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 BSD and other related supporting documents.

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

6. **Clarification of RFP.** Bidders may seek clarifications in writing regarding this RFP document within seven days (07 days) of issue of RFP i.e. by **02 March 2022**. FSSAI shall respond in writing to any such request for clarifications and all such clarifications shall be posted on the official website of FSSAI i.e. [www.fssai.gov.in](http://www.fssai.gov.in) and also on CPP portal. It is recommended that all bidders physically inspect the venue for the proposed work and services to get an accurate estimation of the requirements, prior to submission of their Bids.

7. **Pre-Bid Conference.** A pre bid meeting will be held on **02-03-2022 at 11 AM** 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 not later than two days before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supporting documents along with the bid. In case bidders choose to offer or suggest better features/specifications/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 going by such deviations, if they consider it more appropriate and necessary for better execution 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's confirmation on these points, bidder will submit its offer and will not be allowed to make 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 website [www.fssai.gov.in](http://www.fssai.gov.in) and on CPP Portal. 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 by the bidder will be entertained.

9. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of the bid and the bidder may be banned from submitting bids for next five years. Conditional tenders will be rejected.

10. **Validity of Bids.** The Bids should remain valid for a period of **60 days** from the last date of submission of the Bids.

11. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) of Rs.20,000/- in the form of Demand Draft/Pay Order in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

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

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

**Introduction.** FSSAI, a statutory body functioning under Min of Health & Family Welfare intends to carry out essential repair work by replacing old water circulation pipes and replacement of electrical items connected with Chillers and Cooling Towers of Central Air Conditioning System installed in FDA Bhawan, Kotla Road, New Delhi-110 002 through an experienced, well established and having been doing the core business of similar work relating to repair/maintenance/ installation of central air-conditioning system with water cooling towers. The work is required to be done/completed urgently within 25 days from the date of award of work. The details of work description with estimated quantities which would be required for the job are given below: -

### **1.0 Scope / Description of Work**

1.1 As stated above, FSSAI intends to get repair the old already installed Cooling Towers of Central Air Conditioning System on priority basis. The cooling towers are installed at top

floor of FDA Bhawan and Item-wise specifications/broad details are given below for reference and bidders are advised to visit to ascertain the actual quantum of work: -

S.No.	Item Description	Unit of Measurement	Tentative Qty
1	Repairing of Cooling Tower with following accessories		
a.	PVC Fills (600x300x100)	Nos	200
b.	PVC Branch pipe	Nos	28
c.	PVC Nozzle	Nos	200
d.	Fan Deck (New)	Set	2
e.	PVC End Cap	Nos	56
f.	PVC Connector	Nos	56
g.	FRP Chemical	Lot	1
h.	Labour Charges	L.S.	1
2	Replacement of 250A Main Switch with fuse	Nos	2
3	HRC Fuse	Nos	6
4	Modification of electrical panel for chilled water pump, condenser water pump & CT motor wiring replacement, thimbles, contactor, timer, relay, single phase preventer etc.	Nos	10
5	Replacement of cable of cooling tower motor upto 5mtr each	Nos	4
	<b>All the above mentioned items would be Make in India only and foreign make/imported items not permitted</b>		

## 2. Eligibility Criteria for Technical Bid:

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

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

2.2 Bidder must have possession of PAN and GST registration. (Attach supporting documents viz copies of PAN Card/GST Registration).

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

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

- (i) Three similar or identical works relating to supply/installation /repairs/renovation of water cooling towers and connected accessories like circulation pressure pipes, motors & central air-conditioning system valuing Rs.2 lakhs & above  
Or
- (ii) Two similar or identical works (as stated above) value of Rs.3 lakhs & above  
Or
- (iii) One similar or identical work (as stated above) value of Rs.4 lakhs or more.

**(Attach copies of work order or work completion satisfactorily report in support).**

- 2.5 Average Annual financial turnover of related services during the last three years, ending 31st March of the previous financial year, should be at least 30% (Thirty per cent) of the estimated cost i.e. minimum Rs.1.50 lakhs or above. (A self-certified certificate in this regard or the ITR indicating turnover for the last three years may be submitted)
- 2.6 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).
- 2.7 The Startups, Micro & Small Enterprises will get relaxation in experience as considered appropriate by FSSAI in adhering to OM No.F.20/2/2014-PPD(Pt) dated 20-09-2016 issued by Min of Fin/Deptt. of Expenditure/Procurement Policy Division.

#### **Desirable Criteria not mandatory**

- 2.8 The bidding agency/firm/company having valid ISO certification will be given preference.
- 2.9 The bidding agency/firm/company registered with CPWD/Govt Organisation will be an added advantage.
- 2.10 The bidding firm with MSME registration will also be an added advantage and given preference in selection.

#### **Part-III**

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

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

- 1. **Law**: The law of land would be applicable for all matters concerning this contract.
- 2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) viz acceptance of Letter of

Award 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. The entire work/services are to be completed in 25 days' time of award of work.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to supply of pipes/butterfly valves and their installation or performance, which cannot be settled amicably, may be resolved through arbitration. Appointment of Arbitrator shall be made by mutual consent, failing which the relevant law of arbitration in India would be applicable.

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

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

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

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 material or required works and services is/are delayed for causes not attributable to Force Majeure for more than one week after the scheduled delivery/work/services.

(b) The Contractor is declared bankrupt or becomes insolvent.

(c) The FSSAI has noticed that the selected agency/Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

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

(e) As per decision of the Arbitration Tribunal.

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

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

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.

10. **Taxes and Duties**

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

#### **Part IV – Special Conditions of Tender**

The Bidders are required to give confirmation of their acceptance of Special Conditions of the Tender Document mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the FSSAI. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee/Fixed Deposit Receipt/Demand Draft through any of the scheduled commercial banks for a sum equal to 5% of the contract value within 5 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the tentative date of work completion and discharging of contractual obligations/warranty period. 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 at Annexure-6 attached to this Tender. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected contractor will extend the



Performance Bank Guarantee as asked for by the FSSAI till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the award of work. In case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Contractor, the same would be adjusted from the available PBG.

2. **Option Clause:** The work contract will have an Option Clause, wherein the FSSAI can exercise an option to procure an additional 25% of the original contracted quantity in accordance with the terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

3. **Terms of Payment**

No advance payment will be made to the selected contractor. The payment to the selected Contractor will be made after satisfactory completion of entire works/services as per Tender document and removal of all malba/leftovers etc from site and submission of Indemnity Bond on Rs.100/- e-stamp paper towards guarantee for all purpose for one year for work done.

4. **Paying Authority:**

(a) 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
- (ii) Copy of Supply Order/Contract
- (iii) Job Completion Certificate
- (iv) Performance Bank guarantee
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code
- (vi) Indemnity Bond (on Rs.100 e-stamp paper)

5. **Force Majeure clause**

a. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results due to Force Majeure like Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract. This includes COVID lockdown/restrictions etc.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. If the impossibility of complete or partial performance of an obligation lasts for more than the prescribed time frame of the exhibition, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

## 6. Penalty Clause

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

## Other Conditions/Guidelines

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

- (a) All the material used for repairs/replacement of parts etc would be ISI mark and as per specified/approved brand and safe to use.
- (b) All pipes, stipulated items, Nozels/Decks/Branch pipe, electrical items will be as per IS norms specified by BIS and during the course of work and in case of any misuse/mishandling by any worker or manpower deployed by the selected contractor, causing any damage/fault or snag, the same will be restored/repaired/replaced by him, as the case may be.
- (c) The routine Upkeep and Clean-up of the complete infrastructure while carrying out the work shall be carried out every morning and evening so as to avoid any spreading of waste material/items/scraps etc.
- (d) The Cleaning Process will be carried out by using the mechanical/electrical devices as far as possible by the experienced staff during the repair period by the selected agency.
- (e) If the performance of the selected service Agency is not found satisfactory, FSSAI reserves the right to cancel the contract unilaterally at any stage and the selected Agency will not be entitled to any claim of damage, compensation etc.
- (f) The actual date of commencement of work will be reckoned from the date of signing of the Agreement/acceptance of work order and the entire work/services are to be completed in 25 days' time.

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

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

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

### **Part V – Evaluation Criteria & Price Bid issues**

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

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

(d) The Bidders are also required to spell out the rates of each and every item, services in unambiguous terms. GST will be paid over the quoted prices as per prevailing/applicable rates (at present @18%).

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

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

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

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

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

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

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

**Encls:** Annexures 1 to 7

**Tender Form**

**To,**

The Asstt Dir (GA)  
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), for carrying out the work relating to supply, replacement & repairs of special MS water circulation pipes connected to the chillers' and cooling towers/central air-conditioning system and other misc jobs in conformity with your above referred document.

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

We agree to keep our Tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government Departments/offices.

Brief of court/legal cases pending, if any, are following:

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender document, including amendments/corrigendum if any.

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

**Annexure - 2**

**BIDDER'S PROFILE:**

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone: Office – Residence Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	VAT No.	
9.	PAN Number	
10.	<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 for the last three Financial Years as indicated above.
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

Asstt Director (GA),  
FDA Bhawan, 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 representative(s).

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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



**Price-Bid**

**INVITING BIDS FOR REPAIR OF COOLING TOWERS OF HVAC  
AIRCONDITIONING SYSTEM IN FDA BHAWAN,  
KOTLA ROAD, NEW DELHI -110002**

S.No.	Item Description	Unit	Tentative Qty	Rate (in Rs.)	Amount (in Rs.)
1	<b><u>Repairing of Cooling Tower with following accessories</u></b>				
a.	PVC Fills (600x300x100)	Nos	200		
b.	PVC Branch pipe	Nos	28		
c.	PVC Nozzle	Nos	200		
d.	Fan Deck (New)	Set	2		
e.	PVC End Cap	Nos	56		
f.	PVC Connector	Nos	56		
g.	FRP Chemical	Lot	1		
h.	Labour Charges	L.S.	1		
2	Replacement of 250A Main Switch with fuse	Nos	2		
3	HRC Fuse	Nos	6		
4	Modification of electrical panel for chilled water pump, condenser water pump & CT motor wiring replacement, thimbles, contactor, timer, relay, single phase preventer etc.	Nos	10		
5	Replacement of cable of cooling tower motor upto 5mtr each	Nos	4		
	Total Amount				
	Add : Applicable GST @18%				
	Grand Total Amount				

Signature of the Bidder

**Performance Security**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Indian Stamps Act)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (here in after called the “Bank”) of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the “Department”) of the other part.
  
2. WHEREAS \_\_\_\_\_ (FSSAI, MoH&FW) has awarded the contract for repair of HVAC Air-Conditioning System Cooling Towers installed at top/terrace floor of FDA Bhawan, Kotla Road, New Delhi-110002 for Rs. \_\_\_\_\_ (Rupees in figures and words) (hereinafter called the “contract”) to M/s \_\_\_\_\_ (Name of the contractor (hereinafter called the “contractor”)).
  
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
  
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
  
5. After the Contractor has signed the afore mentioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects of shortcomings or debts of the Contractor. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. This Guarantee is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the contractor.
9. The Neglect of forbearance of the Department in enforcement of payment of any moneys, the payment there-of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “the Department”, “the Bank” and “the Contractor” herein before used shall include their respective successors and assigns.

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

For and on behalf of  
the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named  
\_\_\_\_\_ in the presence of :

Witness- 1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness- 2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**CHECKLIST - FOR BIDDERS**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
<b>01.</b>	RFP duly stamped/signed on each page		
<b>02.</b>	Tender Form : Annexure – 1		
<b>03.</b>	Earnest Money Deposit (EMD) for Rs.20,000/-		
<b>04.</b>	Bidder Profile : Annexure – 2		
<b>05.</b>	Financial Status : Annexure – 3		
<b>06.</b>	Letter of Authority : Annexure – 4		
<b>07.</b>	Price-Bid : Annexure – 5		
<b>08.</b>	Power of attorney in favour of Signatory		
<b>09.</b>	Enclosed Xerox copy of PAN Card		
<b>10.</b>	Enclosed Xerox copy of GST Registration Certificate		
<b>11.</b>	ITR indicating turnover for the last three years or self-certified Turnover Certificate for the similar period.		
<b>12.</b>	Enclosed copy of work order / contract for at least 03 nos of jobs valuing Rs.2 lakhs or more or have done the job of 02 nos of contracts valuing Rs. 3 lakhs each or more or 01 Nos of job valuing Rs.4 lakhs or more for similar nature of job.		

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

**SIGNATURE OF BIDDER WITH SEAL AND DATE**