

EXPRESSION OF INTEREST(EoI)
FOR
HIRING OF RESIDENTIALACCOMMODATION FROM
PRIVATE PARTIES/ PUBLIC SECTOR ENTERPRISES
FOR
THE OFFICERS/OFFICIALS OF THE
AUTHORITY

Expression of Interest No. 01-06/GA/2017-FSSAI-Part

FOOD SAFETY AND STANDARDS AUTHORITY
OF INDIA

FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

Expression of Interest No. 01-06/GA/2017-FSSAI-Part
dated 19th February, 2021

Sub: Eol for Hiring of Residential Accommodations for the Officers/ Officials of the Authority.

Food Safety and Standards Authority of India (hereinafter referred to as the 'Authority') is a statutory Authority under the Ministry of Health & Family Welfare, with its Headquarters at FDA Bhavan, Kotla Road, New Delhi-110002.

The Authority is desirous of hiring 30-50 Nos. of Residential Accommodations of about minimum 900 Sq. ft. to 1800 Sq.ft. each of built up area on lease basis located within 15-20 Kms in the vicinity of its Headquarter for residential use of Officers/Officials of the Authority.

- 1) The Eol document is available on Authority's website fssai.gov.in and can be downloaded from there. The Eol document consists of part one and part two, besides three Annexures.
- 2) The prescribed Eol form duly filled by the applicant in all respects should be delivered in sealed envelope addressed to the **Assistant Director (GA), Food Safety and Standards Authority of India, FDA Bhavan, Kotla Road , latest by March, 15, 2021 (Monday) up to 17:30hrs.**
- 3) The Eols would be opened on **March 19, 2021 (Friday) at 16:00 hrs at FDA Bhavan, Kotla Road, New Delhi** in the presence of the designated Committee of the Authority and the authorized representative(s), if any, of the parties submitting the Eol. However, in case the said date is to be deferred, the same would be communicated through the above mentioned website of the Authority as such, the respective parties should keep watching the website for any information in this regard. The parties would be required to meet the Committee for presentation (to satisfy all material questions pertaining to their proposals), interview and finalization of the offer.
- 4) The Authority reserves the right to accept / reject any or all Eols without assigning any reasons, whatsoever.
- 5) Public Sector organizations having surplus accommodation may directly write to Director (GA) if they are willing to offer accommodation in lieu of HRA.


Assistant Director (GA)

To:

1. CITO for placing it on Authority's website.

Applicant's Signature

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

GUIDELINES, INVITATION AND SUBMISSION OF EoI

Scope of Hiring of Residential Accommodation:

1. It will be preferred to have all the accommodations in one building / premises of single owner. However, owners having at least ten dwelling units may also apply.
2. The accommodations should be ready to move in with all necessary services / amenities like water supply, electricity, security, fire and safety arrangements etc.
3. Each accommodation should have its separate and independent car parking.
4. Each Accommodation should have the power supply back up . Facilitating the said arrangement shall be the responsibility of the owner. The electricity consumption shall be paid by the residents on actual consumption basis.
5. Preferably, there should be PNG pipe line in the accommodation. The payment shall be made based on actual gas consumption by the Occupants.
6. The building should have been constructed as per the sanctioned / approved plan of the Competent Development Authority. Age / Structural condition of building would have to be made available to the Authority by the owner. A copy of structural stability certificate issued by the RERA (if applicable) and a structural engineer registered with the Regulating Authority i.e. by SUDA (State Urban Development Agency) / concerned authorities must be enclosed with the EoI.

Additional requirements:

7. The owner of the complex to provide the accommodation initially with fresh internal distempering / whitewashing on the walls and paint work on doors/windows. Subsequently, the complete paint project to be done once every three years. In case of subsequent requirement in due course during currency of contract, the charges would be paid by the Authority.
8. The ceiling fans and electrical fixtures shall be provided by the owner and maintenance of such item shall be responsibility of the Authority.
9. The owner shall have to make available the accommodations within 15 to 30 days after written clearance by the Authority.
10. The buildings should be free from various hazards such as fire, water logging, flood etc. Adequate safety measures like fire extinguishers, emergency exits should be provided in the premises.

Property ownership Rights and Lease rent etc.:

11. The residential accommodation offered in the EoI must be free from all encumbrances, charges, claims and legal disputes etc. The land lord/owner is required to furnish an undertaking /affidavit to this effect. The onus shall be on the party submitting the EoI to prove that the residential accommodations being offered have no dispute concerning ownership and the property is free of all kinds of encumbrances. The lease shall be in the name of the Authority and not in the name of individual residents. The Authority shall be at the liberty to provide any of the leased residential accommodations to any of its Officers from time to time at its sole discretion and the same shall not be subject to

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question. The lease agreement shall be minimum for five years at one instance with provision of renewal for 5 years. The rent and maintenance charges shall be paid by the Authority and not by the occupants.

12. The party submitting the Eol should invariably quote in **Annexure-I** the monthly lease rent for each residential accommodation which must be all inclusive of the maintenance charges, meaning thereby that it should include all the taxes that may be payable on the part of Authority. The rent shall remain the same for the entire period of lease and no increases shall be allowed during this period. The increase applicable in case the lease period is extended may also be indicated.
13. The party should also mention the maintenance and other charges which are to be taken in to account, if any.

Bid Security Declaration (BSD):

14. The applicant/bidder should submit Bid Security Declaration as per the Department of Expenditure's OM No. F.9/4/2020-PPD dated 12th November, 2020 as per the format specified at Annexure-III in an open envelope along with Technical Eol. Any Eol not accompanied with the BSD shall be summarily rejected.

Contact Information:

15. For any contact or information, the Assistant Director (GA) may be contacted presently at 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002, Ph # 011-23237442, Email: gadmin@fssai.gov.in.

Submission of the Eol:

16. Applicants will submit their applications with all relevant enclosures in the prescribed format in sealed envelope clearly marked "**Expression of Interest (Eol) for Hiring of Residential Accommodation for Officers/Officials of the Authority**" so as to reach at the abovementioned address on or before **March, 15, 2021 (Monday) up to 17:30hrs.**
17. Each and every page of the Eol document must be signed under seal by the applicant.
18. Incorrect, incomplete, inadequate information may lead to rejection of the application. Canvassing in any form may also lead to summary rejection of application.
19. Annexure-1 is an invariable part of this Eol document which shall have to be compulsorily filled, signed and executed by the applicant. No column is to be left blank. In case of any columns not being applicable, then "NOT APPLICABLE" should be clearly mentioned against such particular column.

Validity of Eol:

20. The Eol shall remain valid for 60 days from the date of submission.

Condition under which Eol is issued:

21. The Eol is not an offer and is issued with no commitment. Authority reserves the right to withdraw Eol and/or vary/modify any part thereof at any stage. Authority further reserves the right to disqualify any applicant at any stage without assigning any reason.

Submission of Eols:

22. The offer/Eol would be in two - parts i.e. the (a) Technical Eol and (b) Financial Eol. The Technical Eol would consist of all technical details along with commercial terms and conditions and supporting documents. Financial Eol should indicate the prices (such as rent, maintenance charges etc.).

(i) Technical Eol: Technical Eol should contain the following:

- a. Bid Security Declaration (in separate open envelope)
- b. Application in **Annexure-I**.
- c. Ownership document of the building/residential accommodation along with completion/occupancy certificate and other documents necessary for such building located in that Municipal Area.
- d. Fire/safety certificate from fire safety department/undertaking for the same.
- e. Structural safety certificate from competent authority/authorized structural Engineer.
- f. Document for sanctioned Electricity load.
- g. Income Tax /PAN/GST Registration Certificates.
- h. Other requisite documents in support of Eol.
- i. Certificate issued by RERA subject to applicability, if available.

(ii) Financial Eol: Financial Eol would be submitted in **Annexure-II** in a sealed envelop.

23. Each of the abovementioned Eols should be submitted in separate sealed envelopes. The envelope containing the Technical Eol should be clearly marked as **“Technical Eol for hiring of residential accommodation by FSSAI”** and the envelope containing the Financial Eol should be clearly marked as **“Financial Eol for hiring of residential accommodation by FSSAI”** respectively.
24. Thereafter both the envelopes containing the Technical Eol, Financial Eol, would be placed into a larger envelope and sealed. This larger envelope shall bear the submission address i.e. Assistant Director (GA), FSSAI, FDA Bhawan, Kotla Raod, New Delhi-110002 duly marked as **“Eol FOR HIRING OF RESIDENTIAL ACCOMMODATION by FSSAI”**. It will also mention the name of the party submitting the Eol.

Opening of Eol:

25. The Eols submitted will be opened on March 19, 2020 (Friday) at 16:00 Hrs in FDA Bhavan, Kotla Road, New Delhi-110002 in the presence of the members of selection committee duly constituted by the competent authority of the Authority and the authorized representatives, if any, of the parties having

Applicant's Signature

submitted the Eols. First of all, the Technical Eols would be opened and would thereafter be assessed on Technical parameters. The Financial Eols would be opened only in respect of such parties who would be considered qualified on technical parameters.

26. After opening the Technical Eols, the selection committee shall visit the premises / buildings wherein the residential accommodations offered are situated and assess their suitability on various aspects i.e. their proximity, suitability, ambience and location etc. Thereafter, the same would be finally assessed on all technical parameters.

Technical Parameters:

27. The technical parameters (100 points) would be as follows:

(a) Annexure-I	- 60points
(b) Various certificates submitted in support of the Eol.	- 20points
(c) Proximity, suitability, ambience, facilities provided and location of the accommodations offered.	- 20points

Selection Procedure:

28. The residential accommodations would be selected on the basis of technical assessment and the rent quoted in the financial Eols. However, the lease rent shall be negotiable and would be determined with mutual consent of both the parties.

Signing of the Lease Deed and Its Registration:

29. After selection and finalization of the accommodations to be hired, the owner concerned shall be bound to sign a lease deed Rent Agreement within 30 days of the receipt of the acceptance letter from the Authority in this regard. The lease deed is to be duly registered with the competent authority without any lapse of time. The registry charges and stamp duties thereof shall be borne by the Authority.

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

TERMS & CONDITIONS FOR HIRING OF RESIDENTIAL ACCOMMODATIONS

Essential Conditions:

1. Building/Accommodations offered must be free from all encumbrances, charges, claims and legal disputes etc.
2. However, should it emerge subsequent to the signing of the lease deed that there is any dispute of property ownership in regard to the leased property and the Authority is made to suffer in financial terms in any manner in this regard, all the expenses incurred thereto as well as the lease rent shall be recoverable by deducting the same from the lease rent, security deposit and/or through other lawful means.
3. The building should have been properly constructed according to the sanctioned plan of competent authority as per the requirements of Municipal Corporation /Nagar Panchayat / KDA / Awas Vikas Parishad, as the case may be, and as per the approved safety plans.
4. The water proofing of the slab of the building should be with a guarantee of entire lease period including the extended period, if any. If it is for lesser period, it will have to be renewed from time to time to cover up the remaining lease period at the cost of the owner. However in case of any leakages etc., the owner shall be solely responsible for immediate remedial action and get the needful done. On failure to get the required repairs/maintenance done within 3 days of complaint, the same shall be carried out by the Authority and the charges incurred on such work shall be recovered from the payable rental charges.
5. Providing and arranging the security of the accommodations and the building premises shall be the responsibility of the owner.

Tenure of the Lease Deed:

6. The lease shall be initially for a period of five years which may be extended for further period of 5 years or as per requirement of the Authority subject to consent of both parties.

Lease Rent & Other Charges:

7. The lease rent would be as per the rate agreed upon between the parties.
8. Service/Maintenance charges, if any, should be mentioned. However, the Authority would not be liable to pay any Holding Tax or dues for hired building/premises.
9. All property tax, all municipality tax, local taxes will be included in the rent. The owner shall invariably furnish the details of the same i.e. the Property tax, all Municipal Taxes and other Local Taxes being levied and paid in respect of the accommodation offered.

Security Deposit:

10. The owner shall be bound to submit a Security deposit amounting @ 3% of the annual rental value duly rounded off to the next thousand in form of a Bank Guarantee which must be valid for 60 days beyond expiry of the Lease Agreement period.

Applicant's Signature

Payment of rent & other dues:

11. The owner shall submit the bills of all the dues i.e. the rent, maintenance and other charges to the Authority from time to time.
12. The Authority will thereafter process the bills and the same would be paid as far as possible within 30 days after submission of the bill. It is made clear that the Authority shall pay no interest etc. for any delay which may be caused in the payments due to some unforeseen circumstances. Payment will be made by cheque/RTGS/NEFT/PFMS month wise on submission of bill.
13. The owner shall invariably submit the details of its bank account i.e. name of the bank, account no. & IFSC to enable the Authority make the payment.
14. The Authority will not be liable to pay any charge for the normal wear and tear of fittings and fixtures in the Building premises.
15. The Electricity charges and DG power supply charges would be paid by the respective residents directly on their own.

Arbitration:

16. In the event of any dispute arising between the land lord/owner and FSSAI during the currency of the contract or after conclusion thereof, the same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitrator to be appointed by the CEO, FSSAI whose decision shall be final and legally binding on the parties. In the event of death, refusal, neglect, inability or incapability of the person so appointed to act as an arbitrator, the CEO, FSSAI may appoint a new arbitrator. The venue of arbitration shall be the respective office of the sole arbitrator or a place suitable to FSSAI unless otherwise specified in the arbitral award. The cost of such arbitration shall be equally borne by the parties.

Penalty:

17. The Authority reserves the right to check and inspect the leased premises on regular basis by the authorized Officials / Expert Committee. In case of any deficiency or deviation in services from the clauses mentioned in the Agreement, the Authority may impose adequate penalty on the building owner for such deficient services. The penalty will be decided by the expert committee of the Authority and the decision in this regard will be binding on the building owner.

Termination:

18. The Agreement may be terminated by giving three months' notice by the Authority. However, during such notice period, the buildings/accommodation along with prevailing facilities shall remain in the possession of the Authority. The tenancy shall be governed by the prevailing law as applicable to the parties. The owner shall not withhold any facility/amenities provided in the building during this period.

Institutional and Organizational Arrangement:

19. The Director (GA) of the Authority or any other nominated officer shall administer the contract.

Applicant's Signature

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

EoI No. _____

dated _____ **TECHNICAL EoI**

EoI for Hiring of Residential Accommodation for Officers/Officials of the Authority.

1. Name of the Building / Complex / Premises: :
2. Location with Complete Address :
3. Name & address of the owner(s) of property along with contact no(s)& email id. :
4. Name & address of the authorised signatory if any along with contact no(s). (Copy of authority letter issued/resolution passed in this behalf must be enclosed) :
5. No. of residential accommodation offered :
6. Built up / super built up area of each accommodation offered :
7. Services available in the accommodation

(i)Electricity :

(ii) Water supply :

(iii) PNG :

(iv) Any other services such as security etc. :

Applicant's Signature

- 8. Any other facility available in the building/ complex / premises like Club / convenient shopping, etc. :

- 9. Arrangement/details of DG power supply and the charges per accommodation payable thereof. :

- 10. Time required to hand over the accommodations after signing the agreement :

- 11. Other relevant information, if any :

Signature: _____

Name of Authorized Signatory: _____

Full Address: _____

Telephone / Mobile No.: _____

Applicant's Signature

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

EoI No. _____ dated _____

FINANCIAL EoI

1. Monthly rent for each accommodation including parking. :
2. Membership charge of any other facility like club, etc. (specify the particular facility along with charges there-for). :
3. Charges for fresh internal painting/white washing for each accommodation. :
4. Advance lease rent required, if any. :

Signature: _____

Name of Authorized Signatory: _____

Full Address: _____

Telephone/Mobile No.: _____

Applicant's Signature

Bid Securing Declaration Form

Date: _____

Tender No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)
in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Applicant's Signature