



Bid Number: GEM/2022/B/2582003

Dated: 29-09-2022

Bid Document

Bid Details	
Bid End Date/Time	13-10-2022 18:00:00
Bid Opening Date/Time	13-10-2022 18:30:00
Bid Offer Validity (From End Date)	15 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	Food Licensing And Registration System Of Food Safety And Standards Authority Of India (fssai)
Office Name	Fda Bhawan
Total Quantity	13
Item Category	Flooring tiles work , Civil and Plumbing for creation of three additional washroom , Partition and paneling work , Doors , False ceiling , Furniture , Non modular furniture , wall finishes , Electrical , Networking , Fire detection system , necessary repairing of existing HVAC ducting , Other Misc Work
BOQ Title	CIVIL AND ELECTRICAL RENOVATION WORKS
Minimum Average Annual Turnover of the bidder (For 3 Years)	800 Lakh (s)
OEM Average Turnover (Last 3 Years)	800 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	40 %
Bid to RA enabled	No
Primary product category	Other Misc Work

Bid Details	
Time allowed for Technical Clarifications during technical evaluation	3 Days
Estimated Bid Value	22000000
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	Bank Of Baroda
EMD Percentage(%)	5.00
EMD Amount	1100000

ePBG Detail

Advisory Bank	Bank Of Baroda
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

DIRECTOR, FSSAI
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA 6TH FLOOR, BENFISH TOWER, SECTOR 5, SALT LAKE
KOLKATA - 700091
(B.s Acharya)

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
-------------------------	-----

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility

for exemption must be uploaded for evaluation by the buyer.

2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

4. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

6. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 40% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Excel Upload Required:

BOQ - [1664433525.xlsx](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
06-10-2022 15:00:00	6th Floor, Benfish Tower, Salt Lake, Sector-v, Kolkta 91

Flooring Tiles Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Civil And Plumbing For Creation Of Three Additional Washroom

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Partition And Paneling Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Doors

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

False Ceiling

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Furniture

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Non Modular Furniture

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Wall Finishes

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Electrical

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Networking

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Fire Detection System

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Necessary Repairing Of Existing HVAC Ducting

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Other Misc Work

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Kangkan Bordalai	700091,Benfish Tower,6th floor, 31 G N Block, Sector V ,Salt Lake,Kolkata	1	10

Buyer Added Bid Specific Terms and Conditions

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. Make in india specific authorisation certificate needs to be enclosed.
4. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

5. **Generic**

After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

6. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address 5TH FLOOR, WEBEL STP II SALT LAKE SECTOR V SECTOR V KOLKATA 700091.

7. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

8. **Generic**

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

9. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

10. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

11. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

12. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

13. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.

14. **Generic**

For Supply of Chemicals/Gases etc. in Cylinders, Bidders have to provide free rental period of 30 days for supplied cylinders.

15. **Generic**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

16. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

17. Generic

IT equipment shall be IPv6 ready from day one.

18. Generic

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

19. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

20. Generic

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under: YES

21. Generic

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price: YES.

22. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

23. Generic

The seller is required to print logo as per buyer's requirement.

24. Generic

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

25. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the

stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

26. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

27. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

28. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

29. **Turnover**

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

30. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

31. **Purchase Preference (Centre)**

Indian suppliers of this item are not allowed to participate and/ or compete in procurement by some foreign governments. Bidders / products from such countries are not eligible / not allowed to participate in this bid in terms of clause 1 (d) of Public Procurement (Preference to Make in India) Order, 2017

32. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through UDYAM Registration /Udyog Aadhaar (as validated by Government from time to time) for that product category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

33. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

34. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

35. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement

would be met in the subsequent stages.

- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

36. **Service & Support**

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

37. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

38. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

39. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): YES

Post Receipt Inspection at consignee site before acceptance of stores: YES

40. **Inspection**

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

41. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

42. **Certificates**

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

43. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

44. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

45. **Certificates**

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): YES.

46. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI payable at KOLKATA. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

47. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI payable at KOLKATA. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

48. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI Account No. 19700100011468 IFSC Code BARB0SALTLA Bank Name BANK OF BARODA Branch address SECTOR II SALT LAKE. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

49. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI payable at KOLKATA. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

50. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

51. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name DESIGNATED OFFICER FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA FSSAI Account No. 19700100011468 IFSC Code BARB0SALTLA Bank Name BANK OF BARODA Branch address SECTOR II SALT LAKE KOLKATA 91. Successful Bidder to indicate Contract number and name of Seller

entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

52. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms and Conditions

1. The schedule for opening of Commercial/Price Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done

2. **Submission of Bids.** Bids should be submitted by the bidders online at GeM portal under their scanned original memo/letter pad, inter-alia, furnishing details like GST Regn. Number, PAN Number, ESI/PF Regn numbers, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids: -

(a) Bids against this RFP are required to be submitted, as stated above, under a two-bid system as per the technical requirements.

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

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

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

5. Tender offers received without EMD shall be rejected straightway and will not be considered. EMD of tendering agency who submits the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of FSSAI.

6. **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST, ESI& PF/EPF. (Attach supportive document viz copy of Regn).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. The bidding firm/agency/company should be an Indian Firm/Agency/Company of Indian origin having been incorporated/in existence for the minimum period of three years as on date of tender document. (Attach supportive documentary proof indicating existence date). The bidding establishments should be a registered with CPWD under composite category(class-II) or above (i) having authorisation to undertake project/work as per norms applicable for class-II contractor or should be registered with Govt/Semi Govt Organisation under composite category having authorisation to undertake project/work as per norms applicable and (ii) interested PSUs companies (Public Sector Undertakings), (attach supporting document as proof). The bidding firm/agency/company must have successfully done/completed in any of the government departments/organizations works/services during the **last three years** ending last of last date day of month previous to the one in which bids are invited. 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). Vendors should have MOU/authorisation back up with a principal technology partner (OEM - Original Equipment Manufacturer/authorised distributors/dealers) for various Visual/Display Equipment/Items and Mitsubishi/Hitachi/Toshiba/Samsung brands VRF Air Conditioning System with capacity of min 100hp or more who covers up all technological part are only eligible to participate. The average annual turnover of the bidder should be duly certified by a Chartered Accountant (CA). The bidders are required to submit Solvency Certificate for Rs. 2.00 cr. from their bank to establish their financial worth for the work. The bidding agency/firm/company having valid ISO certification will be given preference.

-

7. 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. Failure to do so may result in rejection of the Bid submitted by the Bidder.

-

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

-

9. **Effective Date of the Contract :** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. The work/services to be completed in 90 days' time which will be calculated from the effective date of

contract.

-

10. **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.

-

11. **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 offers 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 from such cancellation. The decision of the FSSAI or his nominee 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.

12. **Agents / Agency Commission:** The Contractor confirms and declares to FSSAI that the Contractor has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the award of the contract to the Contractor; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the FSSAI that the present declaration is in any way incorrect or if at a later stage it is discovered by the FSSAI that the Contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether

before or after the signing of this contract, the Contractor will be liable to refund that amount to the FSSAI.

-

13. **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.

-

14. **Non-disclosure of Contract documents:** Except with the written consent of the FSSAI/ Contractor, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

-

15. **Liquidated Damages:** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods, installation of equipment, training, etc as specified in this contract, the FSSAI may, at his discretion, withhold any payment until the completion of the contract. The FSSAI may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

-

16. **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 undue & wilful delay in 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.

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

18. **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.
-
19. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the FSSAI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
-
20. **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.
-
21. **Taxes and Duties** : Applicable tax viz GST will be paid extra over the quoted prices, if not included earlier. In case nothing is mentioned, it will be presumed that the rates are inclusive of applicable tax. All bidders are to adhere to the existing GST provisions and any other tax related law of land.
22. Retention Guarantee : Retention Bank Guarantee of 5% valid till 12 months from the date of completion of the work shall be submitted by the supplier as per GeM Bank Guarantee terms.
23. The selected agency is to bear the cost of Water and Electricity consumed during currency of contract/execution of work either on actual consumption basis, in case feasibility of separate electricity sub meter at site or as decided by FSSAI in lump sum. For water charges 1% of the total cost of work (excluding tax component i.e. GST). In case the water supply is self-arranged by the agency, the same will not be charged.
24. 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 such as Flood, Fire, Earth Quake and other acts of God as well as War, Military operations, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the conclusion of the present contract. In addition, the mandatory closure/disruptions due to pandemic (corona virus) shall also be included as this would also be circumstantial beyond the control of the Vendor. 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. 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. 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.

25. 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 4 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 final.

26. The jobs/works to be carried out during the currency of contract shall implement the conditions/guidelines mentioned below: -

(a) All the items supplied and material used for the said works/items as mentioned in the RFP and other allied jobs whatsoever may be needed for satisfactory completion of work shall be of good quality/brand with ISI mark and safe to use as per approved make.

(b) All the items and their connected accessories, wires, joints 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 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 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 installation and commissioning 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 Letter of Award of work.
 - (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 owner i.e. FSSAI.
27. The contractor shall be responsible for all commissions and omissions on part of work force engaged for the purpose of execution of work. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's manpower deployed for performing the job under the award.
28. 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.
29. The work force deployed by the contractor under this contract shall be the employee/manpower of the contractor and in no circumstance shall have any claim of employment with the FSSAI.
- (i) All the material used shall be of good quality as per standard practice and safe to use.
 - (ii) All electrical cables/connectors/switchboards panel, switches, sockets, telephone/fax/Internet lines will be of ISI or as per the good quality specifications/norms of well renowned makes such as Havel's, Roma

Modular, Anchor or equivalent or as per approved brand only and their laying will be completely covered, safe and tamper proof to avoid any chance for short-circuit/accident etc.

(iii) The routine Upkeep and Clean-up of the complete infrastructure/working area while carrying out the construction/repair work/renovation work shall be carried out every morning and evening so as to avoid any spreading of waste material/items/empties and construction material etc.

(iv) The Cleaning Process will be carried out by using the mechanical/electrical devices by the experienced staff and manual means should be engaged during the construction period by the selected agency.

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

(vii) 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.

(viii) The bidder shall include 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 strict accordance with the contract documents to the satisfaction of the Architect/ Consultants and Owner i.e. FSSAI.

30. 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 be the employees of the bidder for all the intents and purposes and, in no case shall be a relationship of employer-employee between the said persons and the FSSAI shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefit to the personnel employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Workmen's Compensation Act-1923, Industrial Dispute Act-1947, Minimum Wages Act-1936, 1948 or any other applicable Acts or Enactments in case of injury or death of any of its workers while at work or otherwise due to contractor's directions/any other job. The affidavit should also contain a declaratin that the bidder shall take care all other statutory liabilities& obligations as well in the sincerest manner and shall solely be responsible for the same.

31. Evaluation Criteria

-

- (a) Only those online Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the RFP.
 - (b) The technical bids be supported by documentary proof of technically qualifying laid down criteria as mentioned in the RFP. 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 RFP be quoted as per directive format attached. The applicable GST/tax/levy etc shall be paid on the quoted rates.
 - (c) The Lowest Bid will be decided upon the overall lowest price quoted by the particular bidder as per the Commercial/Price Bid Performa. *The ultimate cost to the FSSAI would be the deciding factor for ranking of bids.* All columns/guidelines of the Commercial/Price Bids shall be filled in by the bidder and no column should be left blank
 - (d) 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. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the FSSAI. The FSSAI will have the right to award contracts to different Bidders for being lowest in particular items. The FSSAI also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
32. The wastewater and soil line from the new proposed executive toilets should not be connected to existing old waste lines as that may damage the same. New waste lines may be brought down vertically and connected to the chamber at the Ground floor level. Moreover, extreme care must be taken while fixing sanitary ware and putting supply and wastewater lines so that the floor is not damaged and avoid the chances of leakage on the 4th floor in future. The wastewater and soil lines from WC/ Basin/ Urinals must not be Floor Mounted. Rather, those should be Wall Mounted.
33. The Interior finish decoration of the building shall be made with low flame spread material confirming to the I.S. Specification. Electrical wiring/work of the floor shall have to be made carefully by an authorised/Licensed electrical contractor with rated electrical wire and fittings.
34. Server and Switch-Gear room shall be protected with automatic Cot or D.C.P. Fire extinction confirming I.S. specification. The Fire Check Door (if

any) shall be sealed with rubber sealing properly to prevent percolation of smoke confirming to IS 3614. The Fire Check Door (if any) shall be sealed with rubber sealing properly to prevent percolation of smoke confirming to IS 3614.

35. Fire panel should be integrated with the existing fire system of the building. For Air Conditioning, each covered room/chamber must have the provision of at least one air throw & one air return pocket.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---