



F. No.13-01/GA/2016-FSSAI(Vol-II)

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
3RD FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

Dated, the 17th May, 2019

TENDER NOTICE

INVITATION OF BIDS FOR SUPPLY AND INSTALLATION OF FITNESS
EQUIPMENT IN FDA BHAWAN, KOTLA ROAD, NEW DELHI – 110 002

Food Safety and Standards Authority of India (FSSAI) invites sealed Tenders for procurement of GyM/Fitness Equipment for its newly built Fitness Centre in the premises of FDA Bhawan, Kotla Road, New Delhi-110 002. The detail of items required to be supplied and installed are mentioned in Part-II of this RFP below in compliance of terms and conditions stipulated in the tender document.

02. The tender document is available on the FSSAI website and CPP Portal. The duly filled in Tender Document with relevant supporting documents may be submitted on or before **31 May, 2019 by 1300hrs** addressed to Asstt Director (GA), FSSAI, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi 110002 along with Demand Draft/Pay Order for Rs.45,000/- (Rupees Forty Five Thousand Only) (Non-bearing interest) as Earnest Money Deposit (EMD). The Demand Draft / Pay order towards EMD should be in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

Tender document (non-transferable) containing detailed specifications, terms & conditions can also be obtained from GA Division on payment of cost of tender Rs.100/- (non-refundable) in the form of Demand Draft/Pay order drawn on any Nationalized/scheduled commercial Bank in favour of *Senior Accounts Officer, FSSAI, New Delhi* or in cash. Alternatively, the tender document can be downloaded from FSSAI **website: www.fssai.gov.in, and or through CPP Portal www.eprocure.gov.in/epublish/app** with the payment towards cost of the tender document and submission of bid as mentioned above.

Address for communication: Asstt Dir (GA), Food Safety and Standards Authority of India (FSSAI), 3rd Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

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



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

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids. 31st May, 2019 at 1300 hrs.**

The sealed Bids, both Technical and Commercial should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 or sent by post at the address given above so as to reach by the due date and time. Late tenders will not be considered. **No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents.**

3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date / time will be opened at **1430 hrs on 31st May, 2019**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI. **Location of the Tender Box:** 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 as mentioned above.

4. **Place for Opening of Bids.** Bids will be opened in the Conference Room on 3rd Floor of FDA Bhavan in office premises of FSSAI, Kotla Road, New Delhi - 110 002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. *Important technical clauses quoted by Bidders will be read out in the presence of the representatives of all the Bidders.* This event will not be postponed due to non-presence of bidder's representative due to any reason. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Price/Financial Bid will be intimated after acceptance of the Technical Bid. Financial Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

5. **Submission of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad, inter-alia, furnishing details like GST Registration Number, PAN Number, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids:-

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

(b) Bids are to be submitted in separate sealed covers/envelopes containing sealed technical and commercial bids. Bids are to be duly marked with the title as **‘Technical Bid for Supply and Installation of Equipment for Fitness’** or **Financial Bid for Supply & Installation of Equipment for Fitness’**. The Master Cover in which the Technical and Financial bids are to be enclosed needs to be labelled with the Title of RFP i.e **‘Bid for Supply and Installation of Fitness Equipment at FDA Bhawan, New Delhi’**.

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

6. **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 may physically inspect the venue to get an accurate estimation of the requirements, prior to submission of their Bids.

7. **Pre-Bid Conference** : No Pre Bid Conference/Meeting is proposed.

8. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.
9. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.
11. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.45,000/-** (Rupees Forty Five Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Guarantee from them as provided in part-IV of this RFP. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender.
12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

- 1.0 Introduction.** FSSAI, an autonomous body, established under FSSAI Act-2006, functioning under Min of Health & Family Welfare intends to procure and install various Gym/Fitness Equipment for its newly created Fitness Centre facility for the employees of FSSAI/CDSCO and adjoining other govt organisations in the premises of FDA Bhawan. The selected agency is expected to provide necessary assistance post supply/installation of equipment and will ensure its smooth functioning/utility for the Gym users. Items are also required to be supplied and installed as per specifications given.

- 1.1. The details of work description with estimated qty which would be required is given below to provide clarity : -

<u>S.No.</u>	<u>Item/Description</u>	<u>Qty Reqd</u>
1	PEC FLY/REAR DELT size LxWxH-124x99x211cm	1
2	PULL DOWN 185X109X234CM	1
3	VERTICAL ROW 155x132x160cm	1
4	LEG EXTENSION/LEG CURL 185X122X132cm	1
5	FUNCTIONAL TRAINER 105X176X225cm	1
6	FLAT BENCH 141X68X42	1
7	MULTI ADJUSTRABLE BENCH 138X68X69 cm	1
8	MESSAGE CHAIR (Standard Size)	1
9	RUBBER COATED SOLID DUMBLE	330 kg
10	KETTLE BALLS/BELL	275 kg
11	RUBBER COATED BARBELLS WITH STRAIGHT AND CURL BAR	420 kg
12	BANANA BAG (i) 5 KG	1
13	BANANA BAG (ii) 10 KG	1
14	STRENGTH FORCE BAG (i) 5 KG	1
15	STRENGTH FORCE BAG (ii) 10 kg	1
16	COVERED RESISTANCE TUBE Light	1
17	COVERED RESISTANCE TUBE Medium	1
18	COVERED RESISTANCE TUBE Heavy	1
19	RUBBER MEDICINE BALL IN 2KG	1
20	RUBBER MEDICINE BALL IN 3KG	1
21	RUBBER MEDICINE BALL IN 4 KG	1
22	RUNNING CONES	1
23	TWISTER	1
24	LEATHER BOXING KIT (120cm)	1
25	BATTLE ROPE 9mtr 38mm dia	1
26	AB ROLLER (WHEEL)	1
27	TPE RESISTANCE BAND - LIGHT	1
28	TPE RESISTANCE BAND - MEDIUM	1
29	TPE RESISTANCE BAND - HEAVY	1
30	POWER PILLAR (4KG)	1
31	POWER PILLAR (6KG)	1
32	POWER PILLAR (8KG)	1
33	ANKLE WEIGHT (1kg 1 pair)	1
34	ANKLE WEIGHT (2kg 1 pair)	1
35	SKIPPING ROPE	3 Nos
36	GRIP	3 Nos
37	SUSPENSION TRAINER	1

2. Additional Items/Works

The selected agency would be bound to undertake/provide any additional items or services not covered in the RFP but may be required by FSSAI during or after the prescribed jobs. The price/cost involved will be mutually decided on requirement basis with FSSAI duly approved by the Competent Authority. However, decision of FSSAI in this or any regard will be final and binding.

3. Technical Details: All the work under this tender enquiry will be on turnkey basis, requiring commitment from the selected agency. It would be ensured that all items/services are of excellent quality with ISO & ISI specifications/markings and comply with the safety parameters on all accounts.

4. Intending Agency is advised to pay a visit to the FSSAI, FDA Bhawan premises at any day during working hours for discussion/assessing the nature, scope and quantum of works/services and for seeking any clarifications before submission of bids, after fixing an appointment with the Asstt Director, FSSAI or Head (GA & Legal).

3.0 Technical Bid

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

Note:-It is made clear that no part of financial bid should be reflected or disclosed in technical bid in any manner. If so found, the tender will be summarily rejected.

Eligibility Criteria for Technical Bid:

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

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

3.1 Tender fees: Cost of tender fee is Rs.100/- (non-refundable) in the form of Demand draft/Pay order drawn on any Nationalized Bank in favour of Senior Accounts Officer, FSSAI, payable at New Delhi 110002. The same can be paid in cash before due date in case the bidder chose to obtain hard copy of tender document from FSSAI office.

3.2 **Earnest Money Deposit (EMD)/Bid Security:** Earnest Money Deposit is for Rs.45,000/- (Rupees Forty Five Thousand Only) (non-bearing interest). The EMD shall be paid in the form of demand draft/banker's cheque/Fixed Deposit Receipt/Bank Guarantee issued by a nationalized bank/Scheduled Commercial Bank in an acceptable form in favour of **Sr. Accounts Officer, FSSAI** payable at **New Delhi. MSME Units/registered firms/companies are exempted from submission of EMD.**

- 3.3 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.
- 3.4 **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST registration. (Attach supportive document viz copy of Regn).
- 3.5 The Annual Turnover of the Bidder should not be less than Rs.45 lakhs during the preceding three financial years i.e. FY 2015-2016, 2016-2017 and 2017-2018. (Attach Proof of CA Certificate or certified copies of financial statements/ITRs)
- 3.6 Copy of the Technical Specification, Make, Model or Catalogue/leaflet of the product proposed to be supplied with complete specifications. copy of Authorization Certificate issued by the OEM in favour of the bidder, if the bidder is not the Manufacturer of the goods to be supplied is required.
- 3.7 A proof for the supply and installation of the equipment of similar Make & Model, as specified, at reputed Education Institutions, Government Departments, Autonomous Bodies or Public Sector Undertakings be provided by the Vendor. (Attach copies of work order in support).
- 3.8 Scanned/copy of the Bank Details of the firm to release the payment and EMD.
- 3.9 The person signing the tender document on behalf of the agency, shall attach with the tender a proper power of Attorney, duly executed, stating that he has the authority to bind in all the matters pertaining to the contract, including the arbitration clause.
- 4.0 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**).

Desirable Criteria

- 5.0 The bidding agency/firm/company having valid ISO 9001-2000 certification or equivalent/similar certificate will be given preference.
- 5.1 The bidding firm/company having MSME registration.
- 6.0 **Financial Bid**
- 6.1 The Financial bid will contain only BoQ with quoted unit rates of description of items (in Quantity) in the prescribed format, Annexure – 5 enclosed, figures in Indian rupees (in words also). In-complete bids will be rejected summarily.

- 6.2 Rates quoted shall be clearly indicating all statutory duties and taxes etc. as applicable. Price quoted shall be firm and any variation in rates/prices or terms during the validity of the offer may lead to forfeiture of the EMD and in case no specific taxes are mentioned the prices quoted shall be considered as inclusive of taxes. No further submission in this regard shall be entertained.

Part-III

Standard condition of RFP - May be referred for standard terms of RFP

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

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

1.1. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) i.e. from the date of award of work and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. All the specified supply of items and their installation/commissioning and training etc; shall be completed within 10 days from the date of effective date of contract.

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

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

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

1.5. **Liquidated Damages:** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, 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.

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

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

- (a) The delivery of the material/Items & 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 completion of work is delayed due to causes of Force Majeure by more than 10 days provided Force Majeure clause is included in contract.
- (d) The FSSAI has noticed that the selected agency/Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) There is undue & wilful delay in supply of required material for the work resulting delay in completion of the work by the expected schedule as agreed upon.
- (f) As per decision of the Arbitration Tribunal.
- (g) Non-compliance of applicable statutory obligations, as per law of land by contractor/selected firm.

1.8. **Notices:** Any notice required or permitted by the contract shall be written in the Hindi or English languages and may be delivered personally or may be sent by registered

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

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

2.0. **Patents and other Industrial Property Rights:** 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.

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

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the date of completion of entire work. PBG may also be furnished in the form of a Bank Draft/Bankers' Cheque or Fixed Deposit Receipt if the successful bidder wish to. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected contractor will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Contractor, the same would be adjusted from the available PBG.

2. **Option Clause:** The contract will have an Option Clause, wherein the FSSAI can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable

within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

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

4. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, FSSAI reserves the right to 20% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the FSSAI within this tolerance limit.

5. **Terms of Payment**

- (i) **Advance Payment** : No advance payment to the selected contractor shall be made.
- (ii) The payment to the selected Contractor will be made after satisfactory completion of entire Works and Supply/installation and commissioning of all items as per RFP and removal of Packing Empties/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 and items supplied.

6. **Paying Authority:**

- (a) Paying Authority will be Accounts Division, FSSAI, 3rd 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
 - (i) Performance Bank guarantee
 - (ii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code.
 - (iii) Indemnity Bond (on Rs.100 e-stamp paper)

7. **Force Majeure clause**

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

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

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

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

8. 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

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

- (a) All the material supplied as per given specifications shall be excellent/best available quality bearing ISO : ISI specifications and can be inspected at any stage.
- (b) All electrical cables/connectors/switchboards panel, switches, or allied item will be of ISI mark and/or as per the good quality specifications/norms of well renowned manufacturers and their laying will be completely covered, safe and tamper proof to avoid any chance for short-circuit/accident or jerk etc.
- (c) The routine Upkeep/Maintenance of the equipment/items supplied shall be carried out periodically at regular intervals so as to avoid any scope of technical snag or fault in smooth functioning/utility of items supplied.
- (d) If the performance of the selected Agency is not found satisfactory during the validity of the contract, FSSAI reserves the right to claim damages or recoupment of unwarranted expenditure whatsoever may be required to be incurred in this regard from the selected Agency.
- (e) The actual date/effective date of commencement of work will be reckoned from the date of signing of the Agreement/acceptance of work order.

- (f) 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.
- (g) 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 Owner i.e. FSSAI.

10. APPLICABLE LAW AND JURISDICTION

All matters connected with this work shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi and/or Mumbai.

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 performing duties under this contract.
2. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged by the firm for supply/delivery/installation of the desired items 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 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 contractors directions/any other job. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities& obligations as well in the most sincere manner and shall solely be responsible for the same.

Part V – Evaluation Criteria & 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 RFP.

(b) The technical bids are supported by documentary proof of technically qualifying laid down criteria. For financial bids, the offers should be restricted to only financial 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.

S.No.	Technical Details	Marking Criteria (Marks)
1	List of the Government departments including Autonomous Bodies/Public Sector Undertakings in which similar types of projects already completed or in progress. Performance certificate copies and order copies issued by the competent authority should be submitted.	10
2	Completion of similar nature of project: (i) 10 marks for every completed projects subject to the max of 30 marks. (ii) 5 marks each for project which is at least 50% complete subject to the maximum of 30 marks	30
3	Preference will be given to the firms having ISO-9001-2000 Certification or similar/equivalent certification	20
4	Preference will be given for OEMs / Authorised Dealer	10
5	In case of any other Contractor having authorization from OEM for supplying the items	10
6	The Bidder is registered CPWD Composite Category Contractor	10
7	The Bidder is MSME/NSIC registered Firm/Agency/Company	10
8	Total Marks*	100

* Any bidder scoring 60 or more marks shall be considered as technically qualified subject to fulfilling and submission of supporting documents as mentioned in Part-II of the RFP.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Financial Bid Performa Annexed to this Tender enquiry/RFP. The ultimate/overall total cost to the FSSAI would be the deciding factor for ranking of bids. **All columns/guidelines of the 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 and applicable GST or any other applicable levy/tax etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such stipulation it will be presumed that the prices quoted are firm and fixed and no claim on account of

such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. In the absence of any tax indication it will be presumed that the prices are inclusive of applicable taxes/duties.

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

(f) The overall Lowest Acceptable Bid will be considered further for placement of contract/Work 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, should it considers necessary. 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.

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 (Bank Guarantee)
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) Financial Bid Format ...Annexure - 5
- (b) Tender Form, Bidders' Profile, Financial Status,
Letter of Authority, Performance Guarantee/Security Format
and ChecklistAnnexures-I
to Annexure VII

Assistant Director (General Administration)
Food Safety and Standards Authority of India
For Head (GA & Legal)

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), (*description of the goods and services*) in conformity with your above referred document.

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

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

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

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

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

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

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

BIDDER'S PROFILE:

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone: Office – Residence Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	GST No.	
9.	PAN Number	
10.	EPF & ESI Regn Numbers	
11.	STRUCTURE AND ORGANIZATION 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

Description	Financial Years		
	2015-16	2016-17	2017-18
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

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

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

Asstt Director (GA),
FDA Bhawan, 3rd floor,
Kotla Road,
New Delhi-110002

Dear Sir,

We _____ hereby authorize following representative(s) to attend Technical bid opening & Price bid opening and for any other correspondence and communication against above Bid Document:

- 1) Name & Designation _____ Signature
- 2) Name & Designation _____ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

Financial Bid Format**INVITATION OF BIDS FOR SUPPLY AND INSTALLATION OF FITNESS EQUIPMENT IN FDA BHAWAN, KOTLA ROAD, NEW DELHI – 110 002**

<u>S.No.</u>	<u>Item/Description</u>	<u>Qty Reqd</u>	<u>Unit Rate (in Rs.)</u>	<u>Total Amount (in Rs.)</u>
1	PEC FLY/REAR DELT size LxWxH-124x99x211cm	1		
2	PULL DOWN 185X109X234CM	1		
3	VERTICAL ROW 155x132x160cm	1		
4	LEG EXTENSION/LEG CURL 185X122X132cm	1		
5	FUNCTIONAL TRAINER 105X176X225cm	1		
6	FLAT BENCH 141X68X42	1		
7	MULTI ADJUSTRABLE BENCH 138X68X69 cm	1		
8	MESSAGE CHAIR	1		
9	RUBBER COATED SOLID DUMBLE	330 kg		
10	KETTLE BALLS/BELL	275 kg		
11	RUBBER COATED BARBELLS WITH STRAIGHT AND CURL BAR	420 kg		
12	BANANA BAG (i) 5 KG	1		
13	BANANA BAG (ii) 10 KG	1		
14	STRENGTH FORCE BAG (i) 5 KG	1		
15	STRENGTH FORCE BAG (ii) 10 kg	1		
16	COVERED RESISTANCE TUBE Light	1		
17	COVERED RESISTANCE TUBE Medium	1		
18	COVERED RESISTANCE TUBE Heavy	1		
19	RUBBER MEDICINE BALL IN 2KG	1		
20	RUBBER MEDICINE BALL IN 3KG	1		
21	RUBBER MEDICINE BALL IN 4 KG	1		
22	RUNNING CONES	1		
23	TWISTER	1		
24	LEATHER BOXING KIT (120cm)	1		
25	BATTLE ROPE 9mtr 38mm dia	1		
26	AB ROLLER (WHEEL)	1		
27	TPE RESISTANCE BAND - LIGHT	1		
28	TPE RESISTANCE BAND - MEDIUM	1		
29	TPE RESISTANCE BAND - HEAVY	1		
30	POWER PILLAR (4KG)	1		
31	POWER PILLAR (6KG)	1		
32	POWER PILLAR (8KG)	1		
33	ANKLE WEIGHT (1kg 1 pair)	1		
34	ANKLE WEIGHT (2kg 1 pair)	1		
35	SKIPPING ROPE	3 Nos		
36	GRIP	3 Nos		
37	SUSPENSION TRAINER	1		

(Signature of the Bidder with Seal & Date)

Performance Security

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (here in after called the “Bank”) of the one part and _____ (Name of the Department) (hereinafter called the “Department”) of the other part.
2. WHEREAS _____ (Name of the Department) has awarded the contract for supply and installation of GyM/Fitness Equipments at its Fitness Centre located in FDA Bhawan premises, Kotla Road, New Delhi-110 002 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 aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

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

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

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/ Seal of the Bank.

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

Witness- 1

Signature _____

Name _____

Address _____

Witness- 2

Signature _____

Name _____

Address _____

CHECKLIST - FOR BIDDERS

S No.	Details	Yes / No	Remarks
01.	Enclose DD or cash receipt for Rs.100/- in favour of Sr. Accounts Officer, FSSAI towards the cost of Tender Documents		
02.	DD for Rs.45,000/- (Rupees Forty Five Thousand Only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
03.	Tender Form : Annexure – 1		
04.	Tender document duly signed and stamped on each page.		
05.	Bidder Profile – : Annexure – 2		
06.	Financial Status : Annexure – 3		
07.	Letter of Authority : Annexure–4		
08.	Price-Bid : Annexure – 5		
09.	Power of attorney in favour of Signatory		
10.	Enclosed Xerox copy of PAN Card		
11.	Enclosed Xerox copy of GST Registration Certificate		
12.	Enclosed Xerox copy of EPF/ESI Registration Certificates		
13.	Attached the copies of the financial statements, including all related notes and income statement for the last three Financial years i.e. 2015-16, 2016-17 and 2017 – 18.		
14.	Enclosed copy of work order for supply and installation of the equipment at any reputed Education Institutions, Govt Departments, Autonomous Bodies or Public Sector Undertakings		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily.

SIGNATURE OF BIDDER WITH SEAL AND DATE