

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA (FSSAI)  
A STATUTORY BODY UNDER MINISTRY OF HEALTH AND FAMILY WELFARE  
FDA BHWAN, KOTLA ROAD, NEW DELHI – 110 002

Bid Ref No. 11-02/GA/2017-FSSAI

11th July 2018

**INVITATION OF BIDS FOR APPOINTMENT OF SECURITY**  
**SERVICE PROVIDING AGENCY – HIRING OF SECURITY GUARDS**

1. Bids in sealed cover are invited for appointment of agency for provision of Security Services for both CDSCO and FSSAI organisations in FDA Bhawan and Other areas i.e. adjoining CHEB and MMU Building, extension counters at Lodhi Road and Sadiq Nagar from an experienced and established Security Agency/Firm/Company capable of undertaking, managing and providing security services by deploying efficient security guards (un-armed).
2. The tender document is available on the FSSAI website and on CPP Portal. Tender document (non-transferable) containing detailed specifications, terms & conditions can also be obtained from GA Division after payment of Rs.100/- as tender fee payable in cash or by Demand Draft/Pay order drawn in favour of Sr. Accounts Officer, FSSAI payable at New Delhi. Alternatively, the tender document can be downloaded from FSSAI **website: [www.fssai.gov.in](http://www.fssai.gov.in). and or through CPP Portal [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app).** However, the bidders will submit tender fee through Draft/P.O. only along with the technical bid.
3. The bids are to be submitted in two parts viz. Technical and Price Bid. Technical bid will contain EMD, an undertaking for acceptance of all terms and conditions, past experience etc and the Price Bid will be as per the prescribed format mentioned in RFP. Please superscribe the above mentioned title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.
4. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-
  - (a) **Bids/Queries to be Addressed to:** Asstt Director (GA), FSSAI, 3<sup>rd</sup> floor, FDA Bhawan, Kotla Road, New Delhi - 110002.
  - (b) **Postal Address for Sending the Bids:** Asstt Director (GA), Food Safety and Standards Authority of India (FSSAI), 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi – 110 002.
  - (c) **Name/Designation of the Contact Person:** Ravinder Kumar, Asstt Dir (GA).
  - (d) **Telephone Number of the Contact Person:** 011-23237442
  - (f) **E-Mail ID :** [gadmin@fssai.gov.in](mailto:gadmin@fssai.gov.in)

5. 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 services required, such as the Technical Specifications, duties to be performed etc.
  - (c) **Part III** – Contains Standard Conditions of RFP.
  - (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
  - (e) **Part V** – Contains Evaluation Criteria and Format for Price Bid.
6. 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 at any stage without assigning any reason.

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids.** **03 August, 2018 at 1200 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. **Submission of Bids.** Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at FSSAI or sent by registered 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 1500 hrs on 03 Aug 2018.** 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 Buyer.
4. **Place for Opening of Bids.** Bids will be opened in the office of Asstt Director, FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, 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. Rates and important commercial/technical clauses quoted by all 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.
5. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter-alia furnishing details like GST Number/regn certificate, PAN number, Bank address with EFT Account details, etc and complete postal & e-mail address of their office.

6. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for clarification of his bid. No post-bid clarification on the initiative of the bidder will be entertained.
7. 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.
8. Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items/work as mentioned in this RFP.
9. **Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.
10. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs.2,60,000/-** (Rupees Two Lakh Sixty 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 or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business in favour of Sr Accounts Officer, FSSAI payable at Delhi/New Delhi. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. 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 30<sup>th</sup> 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

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

1. The FSSAI and CDSCO organizations are located in FDA Bhavan and adjoining close vicinity area with branch offices at different locations viz Lodhi Road and Sadiq Nagar respectively. In order to provide essential Security Services for these organisations, **Trained Security Personnel (without arms) are required to be deployed.** Total 37 guards and one security supervisor is considered appropriate.
2. **Schedule of Requirements/Nature & Scope of Work / Services.**
  - (a) The Security Agency will be responsible for overall security arrangements of the premises entrusted/covered in the contract.
  - (b) All the Security Personnel/Supervisors are required to be in clean, well tailored and smart uniforms with name tally and agency emblem encrypted on it.
  - (c) All the security personnel deployed will be qualified having minimum SSC/Matriculate and should not be more than 45 yrs age and physically fit enough to perform the assigned duties in befitting manner. Their physique/body shape should be

as per standard norms applicable for civilian security personnel i.e. they should not be overweight/bad body shape or having any kind of sickness.

(d) The security guards should be police verified and the successful bidders would be required to submit documentary proof for the same.

(e) All applicable statutory regulations in respect of employees deployed by the security provider including salary at approved rates, ESI, PF/EPF etc; as applicable shall be complied by the agency at its own cost and shall keep the FSSAI indemnified against any kind of loss of life/damage/accident/injury or any other claims whatsoever.

(f) No items are allowed to be taken out without proper Gate Passes issued by the competent officers for in-out movement of stores.

(g) Entry of the street - dogs and stray cattle into the premises is to be prevented. They should be at once driven out. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

(h) The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire- fighting material available on the spot. They will also help the fire-fighting staff in extinguishing the fire or in any other natural calamities.

(i) All the security personnel would be deployed at various places and they need to be attentive all the time and keep any eye on all movements of visitors/personnel and if necessary check their luggage/belongings.

(j) No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the Nodal Officer for in-out movement of stores.

(k) Entry of the street - dogs and stray cattle into the premises is to be prevented. The should be at once driven out. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.

3. **Additional Items/ Works.** The selected agency would be bound to undertake/ provide any additional services not covered in the RFP but as may be required by the organisation due to any unforeseen security situation / emergency at the same cost/price as per the terms of contract. However, decision of FSSAI in any regard will be final and binding.

4. **Technical Details.** All services under this tender enquiry will be carried out and performed as per directions of concerned FSSAI official as the different security personnel could be required at any stage during the currency of contract. In addition, it should be ensured that all material, equipment, furnishings and other items/services used are handled properly and are not damaged by the personnel so deployed for security services. It should also be ensured that any security equipment provided/deployed for the said services should be kept in excellent working condition at all times and compliant with all specified norms and due care would be taken by the deployed personnel to upkeep and safe custody/use of office equipment/items of all kind.

5. **Technical Requirements/Criteria for Eligibility.** To be eligible to participate in the said tender enquiry, applicants must fulfill the following technical requirements/criteria:-

(a) Tenderers should be an Indian Company/firm/agency of Indian origin registered as Proprietorship firm or registered under Indian Registration Act 1908/Indian Partnership Act 1932/Companies Act 1956, as the case may be, providing similar kind of services for last minimum five years regularly as on date of RFP. (attach copy of registration)

(b) The bidder must have a valid license for security services of the private security agencies (Regulation) Act, 2005 (PASARA) in the state of Delhi. (attach copy of valid license registration)

(c) The Tenderer should have minimum five years' experience as on date of RFP in doing similar nature of work i.e. providing security services/deployment of Security Guards (Male/Female). In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three govt departments/organisations. In case of running contract the satisfactory performance from the concerned department/organisation be submitted.

(d) The Tenderer should meet any one of the three criteria as under (period will be considered preceding the date of RFP):

i. Should have successfully completed ONE similar work of value equal to Rs.300 Lakh or more from any reputed Central Government/State Government Departments, Public Sector Companies/Govt Undertakings/Autonomous Bodies in preceding three years. (attach proof)

OR

ii. Should have successfully completed TWO similar works of value equal to Rs.150 Lakh each or more each from reputed Govt Departments/PSU/Govt Undertaking/Autonomous Bodies during past four years. (attach proof)

OR

iii. Should have successfully completed THREE similar work of value equal to Rs. 100 Lakh each or more from any reputed Central Government/ State Government Departments, Public Sector Companies/Undertakings, Autonomous Bodies in last five years. (attach proof)

(e) The Tenderer should have sufficient employees (min 200 or more) on its rolls specifically trained for Security work. At-least 25% employees (i.e.50) should be police verified with valid certificate/proof. Further, at least 10% (i.e. 10) employees should be ex-servicemen. Full list of the employees, viz., name, age, employee code (if any), experience in the field of Security, PF, ESI deduction and details etc should be attached with the Technical Bid along with police verification proof. Bidder should also submit details of the health and safety measures which the tenderer has taken for its workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

(f) All the personnel deployed are required to be employees of the selected agency/company with minimum one year of service. (attach proof).

(g) The Tenderer must have minimum annual turnover of Rs. 500 lakh during latest three completed each financial years i.e. 2015-2016, 2016-2017, 2017-2018 and should be profit making. (submit copies of ITR and/or financial statements certified by Chartered Accountant as well as bidder). Also provide Bank Solvency Certificate/Bankers' certificate for minimum amount of Rs.300 lakhs or more.

(h) The Tenderer should be registered for Income tax (PAN Regn), GST (Regn) and PF/EPF/ESI (attach documentary proof)

(i) Possess valid ISO certification for security/and or manpower services.

(j) The agency/company should not have been involved in any litigation/legal cases pertaining to extending/provisioning security services or ever been blacklisted by any govt department/agency, or with any pending govt investigation.

Desirable but not essential - MSME registration

6. Bidders are required to furnish compliance of specifications bringing out clearly the deviations from technical details, if any.

7. Intending bidders are advised to pay a visit to FSSAI located at FDA Bhawan, Kotla Road, New Delhi 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, should they consider necessary, after fixing an appointment with the Asstt Director, FSSAI (contact details mentioned at para 4 page 1)

### **PART-III**

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 as selected by FSSAI. Failure to do so may result in rejection of the bid submitted by the bidder.

1. **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.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) 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.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.

4. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; 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 Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller 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 Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

5. **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 agency, on a specific request of FSSAI, shall provide necessary information/ inspection of the relevant financial documents/information.

6. **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.

7. **Liquidated Damages:** In the event of the selected Agency's failure to submit the Bonds, Guarantees and Documents, deployment of security guards, their training etc as specified in this contract, the FSSAI may, at its discretion, withhold any payment until the completion of the contract. The FSSAI may also deduct from the selected bidder as agreed, for deficiency in service. However, the total deductible amount will not be higher than 10% of the value of delayed services. This will be separate than that of penalty clause mentioned in part IV of the RFP.

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

(a) The deployment of security guards is delayed or inadequate any time for causes not attributable to Force Majeure for more than 15 days in a month.

(b) The selected agency is declared bankrupt or becomes insolvent.

(c) The FSSAI has noticed that the security agency has utilised the services of any agent in getting this contract and paid any commission to such individual etc. or any malafide intention/trade practice is involved.

9. **Notices:** Any notice required or permitted by the contract shall be written in the Hindi or English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

10. **Transfer and Sub-letting:** The Seller 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.

11. **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 property rights. The Seller shall indemnify the Buyer 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 Seller 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.

12. **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**

1. The Bidders are 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 as selected by FSSAI. Failure to do so may result in rejection of Bid submitted by the Bidder.

2. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee or Bank Draft/Bankers'Cheque or Fixed Deposit Receipt through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 5% of the contract value in favour of Sr Accounts officer, FSSAI payable at Delhi/New Delhi within 10 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the tentative work completion date i.e. after the date of completion of all contractual obligations. The format of PBG is available in Annexure-6 attached to this RFP.

3. The Performance Bank Guarantee shall be considered open upon receipt by the buyers' ie FSSAI bank. In case any claims or any other contract obligations are outstanding, the selected security providing agency will extend the PBG as asked for by FSSAI till such time as the selected agency settles all claims and completes all contractual obligations. The PBG will be subject to encashment by FSSAI, in case the conditions regarding adherence to



desired services, settlement of claims, if any and other provisions of the contract are not fulfilled by the selected agency.

4. 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 plus/minus increase or decrease the quantity of the required manpower/services etc; without any change in the terms & conditions and prices quoted by the selected Security Services Provider. While awarding the contract, the number of personnel can be increased or decreased by the FSSAI.

5. It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque.

6. **General Terms and Conditions/Role of Security Providing Agency.** The selected agency will play a very important role in planning, preparation and smooth deployment and functioning of the organisation. The responsibilities of the selected security services provider / agency will be as follows:-

(a) Provision of qualified and experienced **Security Supervisors**, who will be responsible for deployment, management & control of all office equipment/items, furniture and fixtures etc and security personnel /guards provided by the agency.

(b) All personnel employed for security related duties will work under the overall supervision of the selected service provider /agency concerned, but for day-to-day & time to time control, the '**Supervisor In-Charge**' appointed by the service provider/agency will function directly under the control of the Asstt Director, FSSAI / or an officer of the organisation. Daily parade statement of the personnel deployed under the contract will be made and signed by the Supervisor nominated by the Service Agency and submitted to the concerned official on site for verification.

(c) Security Checking Process will be carried out in befitting manner through experienced staff by manual frisking, whenever considered appropriate, during all working days.

(d) The service provider is to ensure availability of minimum one female security guard at entry point/main reception area and/or at any other place as considered necessary by FSSAI.

(e) The supervisory and supporting staff shall remain available for deployment round the clock. No overtime / extra payment will be made for the personnel so deployed.

(g) Necessary formalities of the contract will be formalised on selection of the agency. Necessary condition of contract will be signed on non-judicial stamp paper of Rs 100/- duly attested by Notary, the cost of which will be borne by the Service Agency.

(h) All other work/services as required and considered essential for managing security during the contract period not covered in the scope of work defined in RFP will be rendered by the security service provider / agency as part of the contract.

- (j) The applicants/bidders should submit their concept and modus operandi for undertaking the above work/services.
- (k) Supervisors and support/allied staff are to be qualified in their respective fields and in possession of police verification certificates.
- (l) Asstt Director, FSSAI reserves the right to reject any tender or part thereof without assigning any reason, whatsoever.
- (m) In case the performance of selected services security provider/agency is found unsatisfactory at any stage during the validity of the contract, Asstt Director, FSSAI reserves the right to cancel the contract unilaterally and no claim of damage etc from the security service provider/agency on account of the same will be admissible.
- (n) In case the selected security service provider/agency leaves during the validity of the contract or does not carry out the specified/required work to the entire satisfaction of the organisation retains the right to offload the contract/services either completely or partially to any other firm as deemed appropriate by FSSAI, at the entire risk and expense of the selected security service provider with whom the contract was originally signed.
- (p) The selected security service provider would indemnify FSSAI against any loss or damage to property or life during the validity of the contract.
- (q) Any property of FSSAI/CDSCO or other premises occupied by these organisations damaged during the execution of contract due to negligence or any other reason thereof, whatsoever will be the liability of the service provider/agency and the service provider/agency will make good the damages to the entire satisfaction of the Asstt Director, FSSAI or any other authorised officer by the senior management of the organisation.
- (r) All applicable statutory regulations pertaining of payment of Minimum Wages and Revision from time to time including insurance, ESI, PF etc as prescribed by Central Govt/Law of Land etc as applicable, shall be complied with by the selected security service provider/agency at its own cost and the agency shall keep the FSSAI indemnified against all claims in this regard. The rates will, however, be revised on account of the revision of rates of Minimum wages/statutory liabilities as revised from time to time by the Central Govt Authorities.
- (s) All disputes or differences that may arise between the selected security services provider / agency and FSSAI with respect to the contract or its terms or interpretation thereof and its performance and execution shall be decided mutually and in case not settled by reference to Arbitration by a single Arbitrator to be appointed by FSSAI.
- (t) During the validity/currency of contract, the selected security service provider/agency may have access to certain documents or about the organisation. The Agency will ensure that the information contained therein or derived there-from is not communicated to any unauthorised person, or used in any manner prejudicial to the safety or the interest of FSSAI.

(u) Costly equipment/material/exhibits installed at 5<sup>th</sup> floor, FDA Bhawan are to be taken special care and the security guard deployed at such place should be good enough to deal with any kind of situation and responsible for their upkeep viz start/shut down them as per given instructions. In case of any violation or damage due to negligence the repair cost of the same will be recovered from the selected security service providing agency on establishing responsibility.

(v) The security Guard will be Safeguarding organisation's property against theft, misuse, and keeping a watch over the cars, scooters, cycles etc. parked inside the premises compound.

(w) Preventing unauthorized persons, vehicles etc. from entering the premises; prevent even employees from entering office premises during night without specific permission from the Competent Authority of the office.

(x) Taking charge of the personal property found in the premises and handing over the same to the authorized / designated officials.

(y) Watching the entire premises and patrolling the same during the period of duties. Observing carefully, while on patrol, pipelines, drainage, electrical fittings and safety installations and taking action against damage, breakdown or wastage if any and bringing them to the notice of Authorized / Designated Officials for further remedial actions.

(z) Locking the main door/gate at night and checking that other electrical gadgets are switched off, wherever necessary. In case of theft or damage to the property or any untoward incidents or unusual occurrence, informing the same to Authorized / Designated Officials.

(aa) Wherever required, taking care of keys under his custody and handing over them to the relieving watchman or any other authorized person. Preventing persons from writing, pasting posters etc on the wall and compound of the property or otherwise disfiguring the same.

(bb) The Security Guard shall maintain visitor registers and shall place the same before the Authorized Officials for verification.

7. **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 increase 20% plus/minus, increase or decrease the number of security guards upto that limit without any change in the terms & conditions and prices quoted by the Bidder

8. **Terms of Payment**. No advance payments will be made. Payment to the nominated security agency will be made every month i.e. on monthly basis only after successful completion of the month to the entire satisfaction of FSSAI.

9. **Paying Authority**. Paying Authority against this RFP / contract will be Sr. Accounts Officer, FSSAI, New Delhi. The payment of bills will be made on submission of the following documents by the service provider to the Paying Authority along with the bill:-

- (a) Ink-signed copy of bill.
- (b) Copy of submission of ESI, PF/EPF contribution.
- (c) Attendance Sheet duly certified by the agency and verified/countersigned by official of FSSAI.
- (d) Details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- (e) Copy of Wages & Salary distribution summary sheet duly signed by all the security personnel deployed duly countersigned/verified by the agency.
- (f) Any other document/certificate that may be provided for in the Supply Order/Contract.

11. **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 03 (Three) 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 event, 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.

12. **Penalty Clause.** The selected security service provider/agency would be required to meet standards for the security services being rendered by it as per standards set or directions given by FSSAI. Any breach of timelines or failure to carry out any work/service as per the requirements will result in imposition of penalty by deducting appropriate amount as specified below against the dereliction in any of the terms and conditions of RFP or due to misconduct/misbehavior or reluctance in performance of duty by security guards as detailed below :-

<b><u>Nature of Lapse/Deficiency</u></b>	<b><u>Penalty Amount (In Rs.)</u></b>
Non submission of duty allocation chart one week in advance	Rs.500/- on each occasion
In case of deployment of un-approved security guard in place of absentees/ Not confirming to selection criteria	One day salary as per the quotation for each day of such deployment.
Security guards without proper torch light, lathi, dress, Whistle & ID card etc.	Rs.500/- on each occasion
Non patrolling of guards around the premises, administrative block and garden at least once in a hour	Rs.500/- on each occasion
If stray dogs / animals enter in to the compound	Rs.100/- on each occasion
Not taking care of the keys under custody of guard and not handing over to the relieving guard or to any other authorized person	Rs.500/- on each occasion
In case of damage or theft of property	Actual value of the damage caused
Visitors entry not entered in the prescribed register	Rs.500/- on each occasion
Unauthorized entry of individuals or vehicles without proper checking	Rs.500/- on each occasion
Any guard huddled in the room without attending to duty	Rs.500/- on each occasion
Any other dereliction noticed by the authorities	Rs.500/- on each occasion

It is further stated that in case of repeated violations, a penalty of Rs.5,000/- shall be imposed in lumpsum for each deviation in addition to taking action under clause 2 of Part IV of this RFP, relating to encashment of Performance Guarantee. Each deviation here means any lapse on the part of security supervisor / guard in dereliction of the assigned duties or any kind of misconduct by the deployed security personnel and or non provisioning of required manpower at the specified date / time and others as mentioned above. In case of such default repeated more than 3 times in a month, FSSAI reserves the right to get any kind of assigned service done through any other agency, at the entire risk and cost of the contracted security service agency. The decision of FSSAI in this regard will be final and binding on the selected agency.

## **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

### 1. **Evaluation Criteria**

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of this RFP.
- (b) The technical bids must be supported by documentary proof of technically qualifying criteria. For financial bids, the offers should be restricted to only price aspects. The price bid/rate per unit is to be quoted as per format attached **Annexure-5** to this RFP.
- (c) The Bidders are required to spell out the rates of each and every category of employees along with applicable tax/levies etc in unambiguous terms. In case of any quote below the prevailing central govt statutory rates or minimum service/agency charge as per GeM shall be rejected.
- (d) In case there is a discrepancy between the unit price and the total price i.e. price obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected.
- (e) Contract shall be awarded to the lowest evaluated bidder based on the **overall contract value** whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. In case of multiple bidders quoting same price, the selection/award of contract will be at the sole discretion of FSSAI and no plea or any kind of representation shall be considered for it.

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

- |  |   |            |
|--|---|------------|
| (a) Tender Form                              | - | Annexure-1 |
| (b) Bidders' Profile                         | - | Annexure-2 |
| (c) Financial Status of Bidder               | - | Annexure-3 |
| (d) Letter of Authority Format               | - | Annexure-4 |
| (e) Price Bid Format                         | - | Annexure-5 |
| (f) Performance Guarantee or Security format | - | Annexure-6 |
| (g) Check List for bidders                   | - | Annexure-7 |

Sd/-  
(Ravinder Kumar)  
Assistant Director (GA)  
For Head (GA)

Enclosure : Annexure I to 7

**Tender Form**

To,

The Asstt Dir (GA)  
Food Safety and Standard Authority of India  
Ministry of Health & Model/alike 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/Autonomous Body 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	PF/EFP Regn No.	
11	ESI Regn No.	
10.	<p><b>STRUCTURE AND ORGANIZATION</b>                      The applicant is                      (a) a firm                      (d) a Limited Company or Corporation.</p> <p>(Please attach attested copies of documents of registration / incorporation of your organisation)</p>	

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**

---

<b>Description</b>	<b>Financial Years</b>		
	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
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, 3<sup>rd</sup> floor,  
Kotla Road,  
New Delhi-110002

Dear Sir,

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

1) Name & Designation \_\_\_\_\_ Signature

2) Name & Designation \_\_\_\_\_ Signature

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

Yours faithfully,

Signature

Name & Designation

For and on behalf of

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

Price-Bid FormatFinancial Bid for Civilian Guard (without arm) for round the clock duty  
(In 8 hours shift i.e. three shifts.)

<u>S.No.</u>	<u>Components</u>	<u>Security Supervisor (A)</u> ( In Rs.)		<u>Security Guards (B)</u> ( In Rs.)		<u>Total Monthly Amount</u> (in Rs.)	<u>Remarks, if any</u>
<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>	<u>VI</u>	<u>VII</u>	<u>VIII</u>
		<u>Per Day</u>	<u>Per Month</u>	<u>Per Day</u>	<u>Per Month</u>		
(i)	Wage Rate plus variable DA as applicable as per statutory norms						
(ii)	Add:All Monthly Statutory Emoluments/Dues & Liabilities(i.e.ESI&EFP)						
(iii)	Add : Administrative/Service Charges (i.e. agency's profit) including expenditure on dress etc if any						
(iv)	Sub Total (Amount) - ( i+ii+iii )						
(v)	Add : Applicable GST as per present rates @18%						
(vi)*	Total Amount – (iv + v)						
(vii)	Total Qty of Personnel Reqd	<b>01 (A)</b>		<b>37 (B)</b>			
(viii)**	GRAND TOTAL AMOUNT (vii x vi)						

We agree to abide by all the terms and conditions mentioned in the RFP.

Seal & Signature of the Security Agency

Date:

Name of the contact/authorized person:  
Tel/Mobile No & Email

No amount other than mentioned above shall be payable or considered at any stage.

\* Total Amount for One Person \*\* Grand Total Amount (01 Supervisor) and (37 Guards)

**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 providing security services by deployment of guards at FDA Bhawan and other desired places 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**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
<b>01.</b>	DD for Rs.2,60,000/- (Rupees Two Lakhs Sixty Thousand Only) in favour of Sr. Accounts Officer, FSSAI payable at Delhi/New Delhi towards EMD.		
<b>02.</b>	Tender Fee of Rs.100/-		
<b>03.</b>	Tender Form : Annexure – 1		
<b>04.</b>	Tender document (RFP duly signed and stamped on each page.		
<b>05.</b>	Bidder Profile – : Annexure – 2		
<b>06.</b>	Financial Status : Annexure – 3		
<b>07.</b>	Letter of Authority :Annexure – 4		
<b>08.</b>	Price-Bid Format : Annexure – 5		
<b>09.</b>	Power of attorney in favour of Signatory		
<b>10.</b>	Enclosed Xerox copy of PAN Card		
<b>11.</b>	Enclosed Xerox copy of GST Registration Certificate		
<b>12.</b>	Enclosed Xerox copy of EPF/PF & ESI Registration Certificate		
<b>13,</b>	Enclosed Xerox self certified copy of PASARA regn/license		
<b>14.</b>	Enclosed valid ISO certification		
<b>15.</b>	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.		
<b>16.</b>	Enclosed copy (ies) of work order /contract for similar nature of job in Govt. Organisation.		

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**