

No. 11-09/GA/2016/FSSAI  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
3<sup>RD</sup> FLOOR AND FDA BHAWAN, KOTLA ROAD,  
NEW DELHI-110002.  
Website: www.fssai.gov.in

Dated, 11st November 2016

## **TENDER NOTICE**

### **Housekeeping & Horticulture Work at FSSAI HQrs. FDA Bhawan, CHEB & MMU Complexes and NBCC Place, New Delhi**

Sealed tenders in double bids system (TECHNICAL BID AND FINANCIAL BID) are invited, on behalf of Food Safety & Standards Authority of India from reputed and experienced firms in the prescribed format for “**Housekeeping & Horticulture work, at FDA Bhawan, CHEB/MMU Complexes and NBCC Place, New Delhi**”.

Tender document (non-transferable) containing detailed specification, terms & conditions and Pre-qualification criteria etc can be obtained on cash payment of cost of tender Rs. 100/- (non-refundable) / in the form of Demand Draft drawn on any Nationalized Bank in favors of *Senior Accounts Officer, FSSAI New Delhi* from office of FSSAI at FDA Bhawan, Kotla Road, New Delhi 110002 wef. 17<sup>th</sup> November 2016. Alternatively, the tender document can be downloaded from the website: **www.fssai.gov.in**. and payment towards cost of the tender in such cases should be submitted along with the Technical bid in the form mentioned above.

**Address for communication:** Assistant Director (GA), Food Safety and Standards Authority of India 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi. -110002

The interested agencies can submit tender document, technical and financial bid separately and should reach **on or before 07<sup>th</sup> December 2016 by 1300 hrs.**

**Assistant Director (GA)**  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA  
FDA Bhawan, New Delhi

No. 11-09/GA/2016/FSSAI  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
FDA BHAWAN, KOTLA ROAD,  
NEW DELHI-110002.  
Website: [www.fssai.gov.in](http://www.fssai.gov.in)

Dated, 11th Nov .2016

**Bid Document**

**for**

**Empanelment of Agency / Firm for providing Facility Management Service  
(Housekeeping & Horticulture) for Food Safety and Standards Authority  
of India at FDA Bhawan, CHEB & MMU Complexes and NBCC Place,  
New Delhi**

**Assistant Director (GA)  
Food Safety and Standards Authority of India,  
3<sup>rd</sup> Floor, FDA Bhawan, New Delhi - 110002**

**TENDER DOCUMENT FOR****Empanelment of Agency / Firm for providing Facility Management Service  
(Housekeeping & Horticulture) for Food Safety and Standards Authority  
of India, New Delhi**

No. 11-09/GA/2016/FSSAI dated 11<sup>th</sup> November 2016

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**BRIEF INFORMATION ON BID DOCUMENTS**

1.	Tender No	No. 11-09/GA/2016/FSSAI dated 11 <sup>th</sup> Nov, 2016
2.	Duration of contract	One year from the date of agreement, this is extendable subject to satisfactory services.
3.	Last date and time of submission	Up to 1300 hours of 07 <sup>th</sup> December 2016
4.	Date of opening Technical Bid	At 1500 hours of 07 <sup>th</sup> December 2016
5.	Date of opening of financial bids those technically qualified.	To be notified later.
6.	EMD	Rs. 1,00,000/- (Rupees one lakh only) in the form of Account Payee Demand Draft/ Fixed Deposit receipt / Banker's cheque/ Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of Sr Accounts Officer, FSSAI, New Delhi.
7.	Cost of Tender Document	Rs. 100/- (Rupees five hundred only).
8.	Validity of bid	120 days.
9.	Total number of pages of tender document	52 pages.
10.	Address and venue of submission of bids	Assistant Director(GA), Food Safety and Standards Authority of India, 3 <sup>rd</sup> Floor, FDA Bhawan, New Delhi - 110002

## SECTION – 1

**NOTICE INVITING TENDER**

Earnest Money Deposit: Rs. 1, 00,000/- (Rupees one lakh only)

Tender Document Cost: Rs. 100/- (Rupees one hundred only)

1. Food Safety and Standards Authority of India, New Delhi invites sealed bids under two bid systems from reputed agencies for hiring of Housekeeping service for Food Safety and Standards Authority of India, New Delhi as per the requirements specified in the Bidding Document.
2. Sealed Bidding Documents (Technical Bid and Financial Bid along with EMD) duly filled in as per the instructions of the Tender Document should be addressed to Assistant Director(GA), Food Safety and Standards Authority of India, 3<sup>rd</sup> Floor, FDA Bhawan, New Delhi and must reach latest by **01.00 PM on 07<sup>th</sup> December 2016**.
3. The sealed bidding documents should be delivered to this office by the stipulated date and time. Tender Documents may be collected from this office wef. 17<sup>th</sup> November 2016 onwards on payment of Tender Cost of Rs. 100/- (Rupees one hundred only) through cash / in the form of Account Payee Demand Draft/ Fixed Deposit receipt / Banker's cheque/ Bank Guarantee from any of the Commercial Bank in an acceptable form in favour of Sr Accounts Officer, FSSAI, New Delhi.
4. The tender documents may also be downloaded from this office website [www.fssai.gov.in](http://www.fssai.gov.in). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs. 100/- through Demand Draft/ Pay Order along with the Bidding Documents and EMD.
5. The Technical Bids shall be opened in the Committee Room of 3<sup>rd</sup> / 4<sup>th</sup> Floor, FDA Bhawan, New Delhi on **07<sup>th</sup> December 2016 at 1500 hrs** by the Evaluation Committee authorized by the competent authority in the presence of such bidders who may wish to be present. The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of Food Safety and Standards Authority of India, shall be final and binding.

**Assistant Director (GA)**

Food Safety and Standards Authority of India,  
3<sup>rd</sup> Floor, FDA Bhawan, New Delhi - 110002

**SECTION -2  
(BID SUBMISSION FORM)**

Dated: 11<sup>th</sup> November 2016

.....  
**LETTER HEAD**

To

Assistant Director (GA),  
Food Safety and Standards Authority of India,  
3<sup>rd</sup> Floor, FDA Bhawan, New Delhi – 110002

Ref: Invitation for Tender No. No. 11-09/GA/2015/FSSAI dated 11<sup>th</sup> November 2016.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued In accordance with Instructions to Bidders
2. We undertake to provide the Facility Management services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory  
(Authorized person shall attached a copy of Authorization  
for signing on behalf of Bidding company)  
Full Name and Designation  
*(To be printed on Bidder's letterhead)*

**(BIDDER PROFILE)****General:**

1. Name of the Bidder/ firm.....
2. Name of the person submitting the Bid "Shri/Smt.....
3. Address of the firm .....  
.....
4. Tel no. with STD code (O).....(Fax).....(R).....
5. Mobile No.....
6. E-mail.....
7. Registration & incorporation particulars of the firm:
  - i) Proprietorship                      ii) Partnership
  - iii) Private Limited                      iv) Public Limited

**(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)**

8. Name of Proprietor/Partners/Directors.....
9. Bidder's bank, its address and his current account number  
.....
10. Permanent Income Tax number, Income Tax circle .....

**(Please attach copies of income tax return for last three years)**

11. Service Tax Number.....

**(Please attach copies of Service Tax Registration Number)**

12. Particulars of EMD
  - i) Demand Draft / Bank Guarantee No..... dt .....
  - ii) Name of Bank .....
  - iii) Address of Bank.....

- i v) Validity of BG/DD.....
- 13. Particulars of Tender Fee
- (i) Demand Draft No. .... dt. ....
- Name of Bank.....
- iii) Address of Bank. ....
- iv) Validity of DD.....

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I/We give the rights to the competent authority of the Food Safety and Standards Authority of India to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
4. I /We hereby undertake to provide the hired vehicles services as per the directions given in the tender document/contract agreement.

**Place:**

**Date:**

Signature of Bidder/Authorized signatory.....  
 Name of the Bidder.....  
 Seal of the Bidder



**SECTION-4**

**(CERTIFICATE REGARDING NEAR RELATIVES)**

**CERTIFICATE**

**Certificate on Non-Participation of near Relatives in the tender**

I \_\_\_\_\_, S/O \_\_\_\_\_, R/O

\_\_\_\_\_ hereby certify that none of my relative(s) as defined in tender document is/are employed in Food Safety and Standards Authority of India [FSSAI] as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, FSSAI shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

*Signature* \_\_\_\_\_

For and on behalf of the Bidder  
Name (caps)

Position \_\_\_\_\_

*Date* \_\_\_\_\_

**SECTION-5**  
**(INSTRUCTIONS TO THE BIDDERS)**

**1. GENERAL INSTRUCTIONS**

- 1.1 For the Bidding / Tender Document Purposes, 'Food Safety and Standards Authority of India' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered to Food Safety and Standards Authority of India under Brief Information of Bid Document by the stipulated date and time. Tender Documents may be collected wef. 17<sup>th</sup> November 2016 onwards from Assistant Director (GA), Food Safety and Standards Authority of India, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi- 110002 on payment of Tender Cost of **Rs.100/-** through Cash / Bank Draft/Pay Order in favour of Sr. Accounts Officer, FSSAI, New Delhi, payable at New Delhi on any working day between 10.00 am and 3.00 pm.
- 1.3 The tender documents may also be downloaded from this office website [www.fssai.gov.in](http://www.fssai.gov.in). Those bidders who wish to download the tender documents from the FSSAI website should furnish the Tender cost of **Rs.100/-** through Bank Draft/Pay Order along with the Bidding Documents and EMD.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any bid with any of the documents not so signed is liable to be rejected at the discretion of the Client. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the bidder.
- 1.7 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
- 1.8 The parties to the bid shall be the 'Bidders' (to whom the work has been awarded) and Food Safety and Standards Authority of India.

- 1.9 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to Food Safety and Standards Authority of India. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.

## 2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- 2.1 **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- 2.2 **Financial Capacity:**
- (a) Turn Over - The annual turnover of the bidder in the last 3 financial years should be minimum of Rs. 50 lakhs p.a.
  - (b) Should have satisfactorily completed (at least one of them should be in Central Government/ Central Autonomous Bodies/ Central PSU) either: –
    - (i) three similar works each costing not less than 30 Lakhs p.a. during the last 05 years, or
    - (ii) two similar works each costing not less than 50 Lakhs p.a. during the last 05 years,
    - (iii) one similar work costing not less than 70 lakhs of the estimated, cost, during the last 5 years ending last day of the month of October 2016.
- 2.3 Contractor shall submit **Solvency certificate** from nationalized bank 100 % of the annualized tender value.
- 2.4 To show that the Contractor undertakes Mechanized Cleaning jobs on regular basis, he should own the cleaning equipments (sufficient proof to be given). The same should be seen in Balance Sheet/ Financial Statement & certified by Chartered Accountant.
- 2.5 In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of the **balance sheets** (Certified by Chartered Accountant) for the completed three financial years i.e. for 2013-14, 2014-15 and 2015-16.
- 2.6 Contractor should enclose certified copy of registration certificate under Employee Provident Fund Act and also latest proof of the same (Challans to be attached).

- 2.7 Tenderer should enclose certified copy of registration certificate under Employee State Insurance Act and also latest proof of the same (Challans to be attached).
- 2.8 Latest copy of license from Labour Commissioner to employ contract labour under Contract Labour Act.
- 2.9 The tenderer would be required to provide certified copy of Income Tax PAN Card of the Tenderer.
- 2.10 Tenderer should submit certified copy of service tax registration certificate & ESIC registration. EPF registration which should be in the name of the Tenderer.
- 2.11 Bid should be completed and covering the entire scope of job and should confirm to the General and Special conditions indicted in the bid documents. Incomplete and non- confirming bids will be rejected outright.
- 2.12 **No Joint Venture/ consortium is allowed to participate in the tender process.**
- 2.13 Should not have been blacklisted by any Central/ State Govt. agency or pending investigation for involvement in tax evasion, corruption or unfair trade practices.
- 2.14 The contractor / agency can submit documents, if in possession of valid ISO 9001: 2000 / OHSAS 18001: 1999 & SA 8000 : 2001 certification as facility management services comprising of mechanized Housekeeping Services, and Operation Service provider. The submission of these documents is optional but they would be considered for evaluation in case of a tie between contractors / agencies.
- 2.15 **Experience:** The Bidder should have experience in the similar field of providing services in Government Departments/ Public Sector undertakings for the last 03 years or more continuously (the period to be calculated from January 2013 till December 2015). Relevant proof in support shall be submitted along with bid.
3. **EARNEST MONEY DEPOSIT: s**
- 3.1 The bid should be accompanied by an Earnest Money Deposit of Rs. 1,00,000/- (Rupees one lakh only) in the form of Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form in favour of Sr Account Officer, FSSAI payable at Delhi. The validity of the Demand Draft/FDR /Banker's Cheque must be up to 3 (three) months starting from the date of submission of the bids.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the FSSAI in respect of any previous work shall be entertained.

- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by the FSSAI.
- 3.4 The bids without Earnest Money shall be summarily rejected.
- 3.5 No claim shall lie against the FSSAI in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security shall be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document,
    - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.
- 3.7 **Conditional bids / offers shall be summarily rejected.**

#### **4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The Client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

#### **5. PREPARATION OF BIDS**

- 5.1 Language: Bids and all accompanying documents shall be in English or in Hindi.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Bid Submission Form duly signed and printed on Company's letterhead
- b. Bidder's profile with undertaking
- c. Signed and Stamped on each page of the tender document.
- d. All Forms, duly filled and signed and stamped
- e. Earnest Money Deposit of Rs.1,00,000/-
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria.

The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for Tender No. 11-09/GA/2016-FSSAI dated 11<sup>th</sup> November 2016 with the name and address of the Bidder.

- 5.3 **Financial Bid:** Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, super scribed "**Financial Bid** for Tender No. 11-09/GA/2016-FSSAI dated 17<sup>th</sup> November 2016 with the Name and address of the Bidder.

## 6. SUBMISSION OF BIDS

- 6.1 The Bidder shall submit his bid in a **sealed envelope** containing **two separate** sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed.
- 6.2 The Bid shall be submitted not later than **1300 hours of 07<sup>th</sup> December, 2016** addressed to Assistant Director (GA), FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, New Delhi.
- 6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of Food Safety and Standards Authority of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 6.5 **Late Bids:** Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

## **7. BID OPENING PROCEDURE**

- 7.1. The Technical Bids shall be opened in the Committee Room of the Office of Food Safety and Standards Authority on **07<sup>th</sup> December 2016 at 1500** hrs by the Committee authorized by the Competent Authority of Food Safety and Standards Authority of India in the presence of such bidders who may wish to be present or their representatives.
- 7.2. The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 7.3. A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4. Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5. All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 7.7. Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid bid.
- 7.9. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remained unaltered.

## **8. CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 8.1. The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client's request for clarification and the response shall be in writing.

- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.
- 8.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

## 9. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

- 9.1 The Client shall follow two bids system where the technical bid and financial bid shall be evaluated separately.
- 9.2 The tendering evaluation shall be done on weightage with 70% to Technical Evaluation and 30% to financial evaluation.
- 9.2.1 The technical bid evaluation shall be done based on the following criteria:
- 9.2.2 During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

### (i) Number of years in Operations: Max 25 Marks

- |                        |   |          |
|------------------------|---|----------|
| (a) Less than 5 years  | : | 05 Marks |
| (b) 5 - 10 years       | : | 15 Marks |
| (c) 10 years and above | : | 25 Marks |

### (ii) Turnover (Last Financial Year): Max. 25 Marks

- |                           |   |          |
|---------------------------|---|----------|
| (a) Less than 50 lakhs    | : | 05 marks |
| (b) 50 lakhs – 02 crores  | : | 10 Marks |
| (c) 02 crores – 05 crores | : | 15 Marks |
| (d) 05 crores and above   | : | 25 Marks |

### (iii) Number of Manpower on roll : Max. 25 Marks

- |                    |   |          |
|--------------------|---|----------|
| (a) Less than 500  | : | 05 Marks |
| (b) 501 – 3000     | : | 10 Marks |
| (c) 3001 -8000     | : | 15 Marks |
| (d) 8001 and above | : | 25 Marks |

### (iv) Quality Related: Max. 25 Marks

- |                                                        |   |          |
|--------------------------------------------------------|---|----------|
| (a) ISO (Less than 5 years)                            | : | 05 Marks |
| (b) ISO (5 -10 years)                                  | : | 10 Marks |
| (c) SA 8000                                            | : | 05 Marks |
| (d) OHSAS 18001                                        | : | 05 Marks |
| (e) Any other International Accreditation Certificate: |   | 05 Marks |



9.2.3 **A Bidder should secure mandatorily a minimum of 60% marks** (i.e. 60 marks out of total 100 marks in Technical Evaluation in order to be a qualified bidder **for being eligible for Technical weightage and subsequently for opening of financial bids.**

9.2.4 The total marks obtained by a Bidder in the technical bid (as per Para -9.2) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

***Illustration 1 (for Technical Weightage)***

*If a Bidder has secured 80 marks out of the total 100 marks in technical evaluation his technical evaluation value shall be:56 i.e. {80 x 70%}*

9.2.5 The Bidder shall be required to produce attested copies of the relevant documents in support of 9.2.2 in addition to the documentary evidences of para 2.2 for being considered during technical evaluation.

9.3 A substantially **responsive bid** shall be one that meets the requirements of the bidding document in **totality i.e. by following the procedures of para 9**. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will be returned unopened.

(i) The responsiveness of the bid, i.e; Receipts of duly filled, signed and accepted bid documents in complete form, including Authorisation letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents in proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

9.4 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Client shall intimate the bidders, the time/ venue for the **financial Bid opening in written communication.**

**10. FINANCIAL BID OPENING PROCEDURE**

10.1 The Financial Bids of all the technically qualified Bidders shall be opened on the appointed date and time in presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorisation letter from their Companies and shall be asked to sign on all the sealed envelopes containing the Financial Bid.
- 10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 10.5 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L1) shall be decided only after following due procedure as explained in para 11.

## **11. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER.**

- 11.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 11.2 The Bidder with the lowest bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

### ***Illustration 2***

*If the Bidder at Illustration- 1 is L1 Bidder and quoted Rs.100/- for being L1, then his total value shall be 86 i.e. (56 Technical Value + 30 Financial Value)*

- 11.3 The financial scores of the other bidders (i.e. L2, L3... ad so on) shall be computed as under and as explained at Illustration 3 below:

$30 \times \text{Lowest Value (L1 Price)} / \text{Quoted Value (L2 OR L3.)}$

### ***Illustration 3***

*If the Bidder at Illustration -1 is L2 Bidder and he quoted Rs.125/-, therefore 30% being the weighted value, the financial scores for L2 shall be computed as :  $30 \times 100$  (lowest prices L1) / 125 (quoted prices – L2) = 24 (financial score) . Therefore L2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value).*

- 11.4 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.

11.5 The Bidder meeting the minimum eligibility criteria and with the **highest marks/ rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L1 Bidder for further process.

11.6 If there is a discrepancy between words and figures, the amount in words shall prevail.

## 12. **RIGHT OF ACCEPTANCE:**

12.1 Food Safety & Standards Authority of India reserve all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of Food Safety & Standards Authority of India in this regard shall be final and binding.

12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

12.3 The competent authority of Food Safety & Standards Authority of India reserves the right to award any or part or full contract to any successful agency (ie) at its discretion and this will be binding on the bidders.

12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of Food Safety & Standards Authority of India reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

12.5 Food Safety & Standards Authority of India may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

## 13. **NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'**

13.1 After determining the successful evaluated bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.

13.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

13.3 The time taken between the date of issue of LoA and Notice to Proceed shall not prevent the contractor to mobilize the man power.

**14. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)**

14.1 The Earnest Money Deposit of the unsuccessful bidders in the ***technical bid evaluation stage*** shall be returned along with their unopened financial bids within ten (10) days after opening of the eligible financial Bids.

14.2 The Earnest money Deposit of the unsuccessful bidders in the ***financial bid evaluation stage*** shall be returned within thirty (30) days, on award of contract to the Successful bidder.

14.3 The Earnest money deposit of all the bidders shall be returned along with their unopened financial bids, in case of cancellation of Tender after the opening of Bids and prior to opening of financial bids.

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## SECTION-6

### [GENERAL CONDITIONS OF CONTRACT (GCC)]

#### 1. DEFINITIONS

##### 1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) has the meaning assigned to them in this Schedule.

Agreement	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "party" means the Successful Bidder(s) to whom the work of providing hired vehicles services has been awarded and the Client "Food Safety and Standards Authority of India".
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder for providing hired vehicles services in its premises
Notice to Proceed	Shall mean the date at which the hired vehicles services are to commence in Client's premises
Confidential Information	shall mean all information that is not generally known and which is obtained / received during the tenure of the contract and relates directly to the business / assets of Client including the information having the commercial value.
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work of providing hired vehicles services in Client' premises has been awarded.

## **1.2 CONFIDENTIALITY**

1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client's information.

## **2.0 PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)**

2.1 The successful bidder(s) within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee/Fixed Deposit of any nationalized bank, a sum which shall be equivalent to 10% (ten percent) of the estimated value of contract, as may be decided by the Client.

2.2 The Bank Guarantee can be forfeited by order of the Competent Authority, Food Safety and Standards Authority of India in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Food Safety and Standards Authority of India sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

a) If the contractor is called upon by the competent authority of Food Safety and Standards Authority of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and Food Safety and Standards Authority of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor.

## **3. SIGNING OF CONTRACT AGREEMENT**

3.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

3.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two

parties and send the same in duplicate to the successful Bidder for their concurrence.

- 3.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.
- 3.4 The Competent Authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

#### **4. COMMENCEMENT OF SERVICES**

The Contract shall become legally binding and in force only upon:

- 4.1 After issuance of Letter of Acceptance (LoA) by the Client to the empanelled Suppliers.
- 4.2 Submission of Performance Bank Guarantee in accordance with Clause 2 (Section-6)

#### **5. CONTRACTOR'S LIABILITY**

The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof.

#### **6. VALIDITY OF CONTRACT**

The contract, if awarded, shall be initially for a period of one year from the date of award subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements / statutory requirements, the Client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Client. The initial period of one year can be further extended for its two more terms of one year each, i.e. the total period of the contract shall not exceed three years, subject to satisfactory services at the sole discretion of the office of the Client.

#### **7. PAYMENTS**

- 7.1 After selection of the Successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Contractor by the Client.
- 7.2 The prices in the Price Schedule shall be exclusive of any service tax, or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.

- 7.3 The Contractor shall raise invoice per month and submit the same to Client by 5<sup>th</sup> of every following month. The Client shall make all endeavour to make payments within 15-20 days from the date of the receipt of the invoice to the Contractor. The Contractor should provide the copy of challan in respect of the Service Tax deposited with the Government along with the Invoice/bill.
- 7.4 The initial cost of the Contract shall be valid for a period of one year. No price escalation shall be entertained by the Client during the period.
- 7.5 In addition to the Contract payments, the Client shall pay for any additional services required by the Client, which are not specified in the Price Schedule.
- 7.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque / NEFT.
- 7.7 Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- 7.8 No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

## **8. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

- 8.1 "Force Majeure" shall mean any event beyond the control of Client or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but no more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

- 8.2 the date of commencement of the event of Force Majeure;
- 8.3 the nature and extent of the event of Force Majeure;
- 8.4 the estimated Force Majeure Period,



- 8.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- 8.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- 8.7 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## **9. TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- 9.1 The other party is in material breach of its obligations under this Agreement and /or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- 9.2 The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:
- 9.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of performance Bank Guarantee submitted by the Contractor shall be forfeited and encashed.
- 9.4 The Contractor goes bankrupt and becomes insolvent.

## **10. DISCLAIMER**

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Their husband or wife.  
 (b) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

## **11. INSOLVENCY**

- 11.1 The competent authority of Food Safety and Standards Authority of India may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order

or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

## **12. CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

## **13. GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

- 13.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Food Safety and Standards Authority of India in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be at Delhi and the decision of the arbitrator shall be Delhi final and binding on the parties.
- 13.2 **Jurisdiction of Court** : This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi

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**SECTION-7****SPECIAL CONDITIONS****14. COMPLIANCE OF LABOUR LAWS:**

- 14.1 The Contractor shall at his own cost comply with the provision of labour laws, rules order and notification whether central or state or local as applicable, to him or to this contract from time to time. These Acts / Rules include without limitation to the followings:
- 14.2 The Minimum Wages Act 1948 Rules and order issued by Govt. there under from time to time.
- 14.3 The Workmen's Compensation Act 1923 with Rules, order and Notifications issued there under from time to time.
- 14.4 The payment of Gratuity Act 1972 with rules order and notification issued there under from time to time.
- 14.6 The payment of Bonus Act 1956 with Rules, orders and Notification issued there under from time to time.
- 14.7 The payment of Wages Act 1936 with Rules, orders and Notification issued there under from time to time.
- 14.8 The Employee Provident Funds & Miscellaneous provision Act 1952 with Notification issued there-under from time to time.
- 14.9 The Employees State Insurance Act 1948.
- 14.10 Applicable to the Contractor from time to time for performing the contract-job.
- 14.11 All employees of the Contractor shall be employed by the Contractor, FSSAI will not have any liability to absorb them at any point of time nor can they claim any right for employment in FSSAI.
- 14.12 The contractor shall have a valid license obtained from Licensing Authority under the contract labour (Regulation & Abolition) Act 1970.
- 14.13 The Contractor shall submitted the EPF code number obtained from the authorities concerned under Employees Provident Fund & Misc. provision Act, 1952.
- 14.14 The Contractor shall maintain all records/ register required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following.

- i) Attendance Register/ Card
  - ii) Register of Wages
  - iii) Wages Slips
  - iv) Register of Deductions
- 14.15 The Contractor shall provide kits/ liveries to his employees, if any, required under law.
- 14.16 If any of the employees engaged by the Contractor misbehaves with any of the official of the FSSAI, New Delhi or commit any misconduct with regard to the property of the FSSAI, New Delhi or Suffer from any serious communicable disease, the Contractor shall replace them immediately.
- 14.17 The Contractor shall not engage/employ persons below the age of 18 years.
- 14.18 The Contractor shall provide necessary insurance coverage to his workmen engaged in the execution of this contract. The insurance cost of personnel working for Contractor at the site shall be borne by the Contractor.
- 14.19 The Contractor shall deploy required number of persons mentioned under Clause - 18 for execution of the work undertaken on Contract regulating their working hours and weekly off within the statutory limits. The Contractor shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.
- 14.20 The personnel deployed by the Contractor for the job shall meet following requirements:
- (i) Should be medically fit. They are liable to be checked by Authorized Medical Practitioners.
  - (ii) Should possess good conduct and discipline.
- 14.21 The requirement given in the scope of work is only indicative. Assistant Director (GA) FSSAI reserves the right either to increase or decrease it as per requirement. The decision of CEO, FSSAI in this regard shall be final and binding on the Contractor.
- 15. PAYMENT PROCEDURE:**
- 15.1 The Contractor shall submit monthly bill to Assistant Director (GA) FSSAI by 2<sup>nd</sup> of every month with the consolidated monthly performance report duly verified and signed by nominated in-charge and the proof of payment to his personnel for the jobs completed during the previous month for verification and payment.
- 15.2 The bills are to be addressed to the Assistant Director (GA), FSSAI, New Delhi.
- 15.3 Income tax shall be deducted at source at the time of payment to the Contractor in accordance with the provision of the relevant Acts as applicable.

15.4. Performance & Payment:

The monthly payment becomes payable only if the service performance has been measured by the Contractor. The Contractor with the help of “Feedback Mechanism” shall duly monitor the service delivery.

16. DISPUTE SETTLEMENT:-

16.1 FSSAI shall not be part of any kind of dispute arising between the labour employed by the contractor and contractors.

16.2. FSSAI shall not bear any cost of damages/ compensation awarded to the labour employed by the contractor and payment of any such amount shall be responsibility of the contractor only.

## SECTION-8

### [SCHEDULE OF WORKS/ SERVICES TO BE PROVIDED]

#### 17. SCOPE OF WORK

##### A. MECHANIZED HOUSEKEEPING SERVICES

17.1 The scope of work for hygiene & housekeeping services to be provided is referred as “Mechanized Housekeeping Services”.

##### 17.2 Cleaning Services:

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre-designated managers / supervisors of the agency will supervise the award of work. The agency has to ensure that the staff deployed is dressed in neat and clean uniform approved by FSSAI. The Supervisor and Workers etc. are supposed to report for duty at **FDA Bhawan**, Caretaker, FSSAI, CHEB / MMU & NBCC Place. Housekeeping / cleaning services should be done daily from Monday to Friday and weekly maintenance on every Saturday. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 09.00 AM.

17.3 Daily upkeep and cleaning of the floor areas (as mentioned hereunder) including rooms, wash basins, walls corridors, grills, railings, doors, window fixtures & fittings including lights and fans, passages etc on regular daily needs basis, by providing all inputs including proper tools, cleaning equipment, detergents/ cleaning agents, disinfectants, scrubbers, naphthalene balls, repellents, sprayers, liquid soaps buckets, baskets, brooms, etc. of reputed brands like Johnson Divesey/ Ecolab Henkel or equivalent ISI mark. List of chemicals required for housekeeping work are given Appendix - 2(Page - 37).

- 17.4 In case of cleaning agents as specified above are not available then equivalent materials of the same quality / specifications as approved by the authorized officer of FSSAI shall be used. The consumption/mixing ratio of Chemicals shall be regulated as per manufacture's specification.
- 17.5 The make of Tissue Paper' & Toilet paper to be used shall be of seafold/ Kleenex/ Deline and Vintex/ Snow Touch Kleenex respectively or equivalent. All rooms cabins, corridors, balconies, doors, windows, almirahs, waste, bakets, room furniture, fittings fixtures etc. shall be cleaned daily once or more on need basis by scrubbing / mopping and by using good quality cleaning agents above.
- 17.6 Upkeep of floors using swappers drenched with water mix with portion of detergent powder of approved make once daily. Mopping of floor should be done twice daily, once with water mix of detergent powder and second time with plain water. All the toilets in the building should also be washed with Phenyl. All toilets/corridors should be washed with phenyl mixed water once daily and second time with plain water. Disinfectant liquid should also be used at least once a day.
- 17.7 Mopping up of floors will be done first time in a day with mix detergent Second time, after lunch time, mopping should be done with plain water. However, on cases where mopping is to done once a day, only water mix phenyl should be used. All toilets/corridors should be washed once a day using phenyl & detergent powder. Second time toilets should be mopped with plain water.
- 17.8 Dust cleaning in computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills, cleaning of window panes.
- 17.9 Spraying Room fresheners daily at regular intervals.
- 17.10 Scrubbing of toilets, wash basins, sanitary fittings, glasses and toilets floors.
- 17.11 Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. brush thoroughly to include below level and under rims including areas at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet paper, ittssue paper, towels air freshener, and sanitary cubes and naphthalene balls in toilets after check-ups on hourly basis and on call basis.
- 17.12 Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.

- 17.13 Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.
- 17.14 Check and remove hairs, dust dirt or any such object from anywhere in area covered under the contract.
- 17.15 Cleaning, dusting and scrubbing of pantries, reception, security rooms, training halls, corridors, committee rooms, conference room, visitors room, library etc. The cleaning in occupied area should be done as and when the hall/room/cabin is opened and in the presence of the officer concerned or in the presence of his/her authorized representative once in a day or in call basis by the officer concerned during office hours on all working days only. Whenever meetings in the Committee Room or any other chamber in Office premises take places, the Contractor has to ensured that sufficient workers and supervisory staff is present till the meeting/function is over for which nothing extra is payable.
- 17.16 Cleaning of baskets, wastepaper baskets, cob-webs and disposing off all the collected refuse/garbage/rubbish & other unserviceable materials at his own cost to the notified/ specified NDMC dumping grounds on daily basis and under no circumstances these shall be stacked/dumped even temporarily within the building, or the surrounding premises.
- 17.17 All the materials/chemicals/consumables brought to site shall be protected suitably, duly wrapped/packed & stored so as to avoid any damage during loading/transportation /unloading & handling due to weather conditions etc. at any stage.
- 17.18 Materials and chemicals of approved quality shall be used. In case any equivalent material/chemical of the same quality as approved by this Authority in writing shall be used. The consumption of the material/chemicals shall be regulated as per manufactures' specifications.
- 17.19 If any material is not mentioned but required at site for housekeeping work shall be brought by Contractor as approved by this Authority.
- 17.20 The above work as a whole includes blooming and mopping up corridors, staircases, washing and mopping up all rooms, toilets, windows, doors, venetian blinds, panel/glazed aluminium, partitions, railings, parking area, canteens, pump house, electrical sub-station, library, Reception area, security huts, conference room, committee room telephone exchange, canteen block, terraces, lobbies.

- 17.21 The Contractor shall ensure pest, animal and rodent free environment in the office premises of the FSSAI sites covered under the contract and shall take effective measures including fogging etc.
- 17.22 The service provider shall provide dry-cleaning/shampooing, vaccume cleaning services for the furniture, fixtures, sofa chairs, ventilation blinds, curtains, towels, etc whenever required.
- 17.23 The service provider shall also provide one carpenter, one plumber and one mason for day to day maintenance of building to attend the calls.

**B. Horticulture (Landscaping and Gardening) Works**

- 17.24 Contractor shall engage experienced and adequate number of skilled workers for undertaking landscaping and gardening work at FSSAI premises covered under the contract and shall develop and maintain, garden, trees, outdoor and indoor plants on regular basis and shall arrange all durables, consumables and machines required for gardening/maintenance.
- 17.25 The maintenance shall include watering, manuring, fertilizing, plant protection for pests and diseases, sweeping, weeding, mowing and disposal of garden refuse, cultivation and cutting of edges, pruning and clipping of hedges etc. and minor repair works and all other landscape operations necessary for the proper growth for garden features and maintaining them in proper standard of maintenance which includes replacement of indoor and potted plants time to time.

**The scope of work would include.**

**17.26 Cultivation:-**

Regular weeding, cutting edges of lawn and flower beds, ground covers, making basins of tree pits to be done periodically.

**17.27 Repair and Replacement:-**

The Contractor shall carry out all minor repairs to garden features damaged due to digging in the area, natural calamity or any other reason.

**17.28 Irrigation:-**

Daily adequate watering (including Sunday/Holidays) of all garden features with hose pipe or sprinkler system in different areas should be done regularly. Contractor will make his own arrangement of water pump/hose pipe in adequate quantities. All the lawns and play fields should be irrigated properly. Contractor must ensure that unnecessary wastage of water does not occur at any time and must protect the irrigation fitting/hydrant etc. any damage to existing irrigation system due to negligence of his staff will have to be made good by Contractor at his cost.



**17.29 Fertilizer ,Manure and chemicals.**

Manure and Fertilizers specified shall be applied by contractor as required. Manure, Fertilizers and chemicals shall be provided by contractor at his own cost during the season and whenever required.

**17.30 Plant Protection:-**

Periodic checks to be carried out for pests and disease. In the event of infestation prompt spraying of appropriate, pesticides, insecticides and fungicides will be required or eradication of the same, Pesticides, insecticides and fungicides will be supplied by contractor.

**17.31 Mowing:-**

Lawn mowing to take place as per need to given neat, clean, tidy and even look. So as Hedge Cutting / shaping should be on regular intervals.

**17.32 Pruning:-**

Clipping and trimming of hedges and edges, trimming of shrub plants trees, creepers and bougainvillea's etc. at regular intervals, stacking of plants whenever and wherever required.

17.33 Any areas, if added at later stage in future, would be maintained under the maintenance on the quoted rates.

17.34 Contractor shall also be responsible for maintenance for indoor plants timely replacement with ornamental plant of good quality and height. 17.35 Contractor shall be responsible for arranging tools/trackless for proper development and maintenance of the garden and ensure that all garden machinery tools/hose pipe etc are removed from the site or kept in hidden places to avoid public view during the office hours.

17.35 The contractor should also cultivate seasonal flower plants/ flower beds at the premises and should regularly colour the pots to give a good look.

17.36 Contractor shall also maintain the green room/ nursery available at the ground floor and use the area for nurture, grow and develop the indoor plants at his cost.

18.0 **REQUIREMENT OF MANPOWER:** Total 26 (Twenty six) personnel with various works in three places are required for Housekeeping & Mgmt. services. The details are:-

## 18.1 FDA Bhawan, (FSSAI HQrs.)

(a)	Facility Executive	:	01
(b)	Supervisor	:	01
(b)	Housekeeping	:	10
(c)	Gardener	:	03
(d)	Plumber	:	01
(f)	Carpenter	:	01
(g)	Helper	:	<u>03</u>
	Total	:	20

**MMU / CHEB** , Premises adjoining FDA Bhawan  
Occupied by FSSAI - H/K : 04

**NBCC Place, North Regional Office, FSSAI**  
- H/K : 02  
**G/Total** : **26**

Facility Executive -01, Skilled – 06(Supervisor, Gardener, Plumber, Carpenter) &

Unskilled – 19 (H.K.) & Helper

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**Appendix-A****FDA Bhawan**

<b>S.N</b>	<b>Activity</b>	<b>Continuous</b>	<b>Daily</b>	<b>Weekly</b>	<b>Monthly</b>
1	Corridor Cleaning	Dust controlling with dust control	Scrubbing & Drying with Auto Scrubbing & Dryer	Deep Scrubbing & drying with single disk scrubber wet Vacuum	
2	Office floors cleaning (including inside rooms / area)	Dust controlling with dust control	Wet moping	Drying with single Disk scrubber & dryer	
3	Staircase & lift area / foyer area cleaning		Wet moping followed with dry moping & grill cleaning twice a day	Vacuum with dry vacuum	Scrubbing & drying of staircase landing areas with single disk scrubber & wet vacuum
4	Door & door handle		Daily wiping	Deep damp cleaning brass polishing (if any)	
5	Drinking water	Wet & dry moping	Vacuum drying with wet vacuum cleaner	Scrubbing & drying with single disk scrubber & wet vacuum	
6	Garbage collection & disposal / dustbin		Removal of garbage in each shift	Washing of Dustbins	
7	Glass & Glass partition cleaning		Damp wiping	Washing & drying with Glass kit	
8	Wall			Damp wiping up to reachable height	Removal of cobwebs with dry vacuum
9	Fire extinguishers cleaning		Damp Wiping		
10	Tables, Chairs/ Sofa & other furniture /		Damp wiping	Vacuum drying with dry vacuum	

	fixture				
11	Window Glasses (Inside & outside)		Washing drying with Glass kit (Section wise)		
12	Telephone / computer		Damp wiping		Vacuum cleaning with dry vacuum
13	Door mats		Vacuum with dry vacuum		Washing with high pressure jet
14	Electrical switches		Damp wiping		
15	Terrace cleaning				Collection removed of garbage
16	Spraying room freshener		Daily		
17	Tube light / fan / wall fan etc.		Weekly Manual / vacuum cleaning		

**B) OTHER AREAS/ ROOMS**

S.No.	Activity	Continuous	Daily	Weekly	Monthly
1	Sterilization of toilets		Steam cleaning with steam cleaner		
2	Floor Cleaner	Moping	Wet & Dry Moping	Scrubbing & Drying with single Dist & Wet Dryer	
3	Side wall cleaning		Damp Wiping	Wall cleaning with High pressure Jet	
4	Doors & doors		Damp wiping	Signage Damp wiping	
5	Wash basin & surrounding area cleaning	Damp Wiping		Scrubbing &Drying with scrubber & Wet vacuum	High pressure cleaning with Gemi
6	Mirror Cleaning		Washing & Drying with Glass kit		
7	Commodes Cleaning	Washing	High pressure cleaning with gerni		
8	Urinals Cleaning	Washing	High pressure cleaning with		

			gerni per hour		
9	Dustbin Clearance & cleaning		Garbage collection & removal		
10	Exhaust fan cleaning Tube light cleaning			Vacuuming with Dry Vacuum	
11	Electrical board & switches cleaning			Damp cleaning	

**C) Outer Area & Basement Cleaning**

S.No.	Activity	Continuous	Daily	Weekly	Monthly
1	Corridors / Entrance	Once a day	Cleaning with Dust Controller	Washing with high pressure jet	
2	Road Cleaning		Sweeping with Road Sweeper		Washing with high pressure jet
3	Walls including boundary wall / grill			Dry moping	Washing with high pressure jet
4	Parking Area (Way to parking including roads)	Once a day	Dry Moping	Washing with high pressure jet	
5	Garbage	Daily	Garbage Collection & Removal		

**Appendix-02****LIST OF CHEMICAL AND CONSUMABLES REQUIRED FOR HOUSE KEEPING WORK****A) M/S JOSHNSON AND DIVERSITY**

<b>S. No.</b>	<b>Chemicals</b>	<b>Items to be cleaned</b>	<b>Tentative Qty. (Ltrs)</b>
1.	R1	Bathroom items	05
2.	R2	Room, offices, items, laminated, Furniture's, PC, Marbles, Granite Floors.	10
3.	R3	Glass surfaces	05
4.	R4 Shine UP	Wood Polish Furniture	05
5.	Good Sense	Room Air Freshener (Spray)	15
6.	R6	WC urinals	15
7.	R7	Floor cleaner	05
8.	R9	Bathroom cleaner (hard water)	110
9.	T R 101	Carpet Shampoo	05
10.	T R 103	Carpet deep cleaning	05
11.	Spiral	Kota and hard floor	05
12.	Emerel	Restorative product for fixtures	

**B)**

<b>S. No.</b>	<b>List of consumables &amp; chemicals</b>	<b>Tentative Qty</b>
1.	Hand broom	05
2.	Soft broom	05
3.	Compound Broom	08
4.	Wet MoP	06
5.	Dry MoP	06
6.	Duster checked	24 pieces
7.	Duster Yellow	24 pieces
8.	Floor Duster	12 pieces
9.	Scotch Brite	10 pieces
10.	Wiper	08 pieces
11.	Garbage Bag	30 kgs
12.	Toilet Roll	60 pieces
13.	Odonil	20 No
14.	Naphthalene ball	08 kgs
15.	Urinals cubes	06 Pcks.

FORMS  
(CONTENT OF BID DOCUMENTS)

Annexure – 1 COST OF FACILITY MANAGEMENT

Annexure – 2 ESTIMATED COST OF MECHNISED HOUSEKEEPING

Annexure – 3 PRICE FORMAT /COMMERCIAL BID

Annexure – 4 BID SECURITY FORM

Annexure-5 FORMS FOR FINANCIAL CAPACITY

Annexure – 6 CONTRACT AGREEMENT NO 11-07/GA/2015-FSSAI

Annexure – 7 PERFORMANCE SECURITIES (BANK GUARANTEE)

Annexure – 8 LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Annexure – 9 CHECK LIST ON PREPARATION OF BIDS

**Annexure - 1.**

Cost of Facility Management comprising mechanized housekeeping etc. for.....

**A. Manpower Deployment cost**

S.No.	Description of Manpower	Nos.	Unit salary	Total Salary
Total				

Total cost on manpower deployment per month (Rs.)=

**B. Cleaning Chemical Calculation**

S.No.	Description of Chemicals required	Application Area	Required Quantity	Unit Cost(Rs)	Total Cost (Rs)
1					
2					
3					
4					
Total (Rs.)					

**Chemical Cost per Month (RS)****C. Consumables Calculation**

Miscellaneous Consumables Like, Duster, Maps, Buckets, Glass Cleaning Kits, Telescopic Rods, Dust controllers etc.

S.No.	No of Operators	Cost per operators	Total cost per month (Rs)
1			

Total Consumables Cost per Month(Rs) =



**D Machine Consumables**

S.NO.	Description of Machine to be deployed	No of Machines to be deployed	Consumables Required	Life per set (Hrs)	Cost per set (Rs)	Combined Hours required per month	Total Cost (Rs)
1.							
2.							
3.							
4.							
Total Cost per Month(Rs)							

Total Machine Consumables Cost per Month (Rs.) = **Cost Synopsis (A+B+C+D)**

S.No.	Details of cost components viz. Manpower deployment, cost of chemicals, consumables etc. including statutory taxes	INR	Amount
1.			
2.			
3.			
4.			
Total cost of project			

Total cost synopsis (Rs) =

**Estimated Cost of Mechanised Housekeeping  
FDA Bhawan**

Cleaning Chemical & Consumables Calculation

**LIST OF CHEMICAL AND CONSUMABLES REQUIRED FOR HOUSE KEEPING WORK**

**A) M/S JOSHNSON AND DIVERSITY**

<b>S. No.</b>	<b>Chemicals</b>	<b>Items to be cleaned</b>	<b>Tentative Qty. (Ltrs) (pm)</b>
1.	R1	Bathroom items	05
2.	R2	Room, offices, items, laminated, Furniture's, PC, Marbles, Granite Floors.	10
3.	R3	Glass surfaces	05
4.	R4 Shine UP	Wood Polish Furniture	05
5.	Good Sense	Room Air Freshener (Spray)	15
6.	R6	WC urinals	15
7.	R7	Floor cleaner	05
8.	R9	Bathroom cleaner (hard water)	110
9.	T R 101	Carpet Shampoo	05
10.	T R 103	Carpet deep cleaning	05
11.	Spiral	Kota and hard floor	05

**B)**

<b>S. No.</b>	<b>List of consumables &amp; chemicals</b>	<b>Tentative Qty.( pm)</b>
1.	Hand broom	05 No
2.	Soft broom	05 No
3.	Compound Broom	08 No
4.	Wet MoP	06 No
5.	Dry MoP	06 No
6.	Duster checked	24 pieces
7.	Duster Yellow	24 pieces
8.	Floor Duster	12 pieces
9.	Scotch brite	10 pieces
10.	Wiper	03 pieces
11.	Garbage Bag	30 kgs
12.	Toilet Roll	60 pieces
13.	Odonil	20 pieces
14.	Naphthalene ball	08 kgs
15.	Urinals cubes	06 Pcks.

**Chemical cost per Month (Rs)** =

Consumables Calculation

Miscellaneous Consumables Like, Dusters, Mops, Buckets, Glass Cleaning Kits, Telescopic Rods, Dust controllers etc

<b>Sl. NO</b>	<b>No. of Operators</b>	<b>Cost per operators</b>	<b>Total Cost per Month (Rs)</b>
1	-	-	-

**Total Consumables Cost per Month (Rs)\*** =

\* Separate cost should be given for FDA (FDA including CHEB/MMU) & NBCC site.

## Annexure- 3

**PRICE FORMAT /COMMERCIAL BID**

(To be sealed and placed in Envelope -2 along with price format of part 'B' Envelope to be Super Scribed as 'Financial Bid')

**Facility Management Services**

S.No.	Service Head	Cost on manpower deployment (in Rs. Per month inclusive of taxes if any )	Cost on chemicals/ etc. (Rs per month Taxes if any)	Total Amount (in Rs. pm inclusive of taxes) (in Fig.)
A	“Mechanized Housekeeping,” at i) FDA Bhawan /MMU & CHEB and ii) NBCC Place.*			
<b>Total</b>				

The contractor should provide breakup of cost components relating to manpower deployment, cost on chemicals, Misc. consumable, machines consumables along with a cost synopsis for each location separately in the Performa as per Appendix attached to this Annexure.

**Note:**

1. The Contractor is to quote the rate in INR tow decimals.
2. The rates are to be quoted both in figures and words. No over writing or cutting allowed.
3. Rates to be quoted will be inclusive of all supervision charges, all taxes.
4. The above quantities, wherever indicated are only for the purpose of evaluation. The requirement may increase or decrease and the decision of the Director (Mgmt), FSSAI, New Delhi in this regard shall be final and binding on the Contractor.
5. Also mention annual or once in three years % increase in wages.
6. Cost Synopsis of each site should be separately enclosed.

Date

Signature of Contractor

Seal of Contractor

**Annexure- 4****BID SECURITY FORM**

No.....

Date.....

To

Assistant Director (GA) (hereinafter called "The Owner")  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing hired vehicles services vide Tender No. 11-09/GA/2015-FSSAI dated ..... KNOW ALL MEN by these presents that WE .....of having our registered office at ..... Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

**THE CONDITIONS of the obligations are:**

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - (a) fails or refuses to execute the Contract, if required; OR
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders; OR
  - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Para-4 of the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness  
 Address of witness

Signature of the Bank Authority  
 Name & Full address of Branch Tel No. of Branch

**FORM FOR FINANCIAL CAPACITY**

(in the similar business of providing hired vehicles)

<b>Description</b>	<b>Financial</b>		
	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>
<b>Annual Turnover</b>			
<b>Net Worth</b>			
<b>Current Assets</b>			
<b>Current Liabilities</b>			
<b>Total Revenues</b>			
<b>Profit Before Taxes</b>			
<b>Profit After Taxes</b>			

\*\*\*

**Annexure-06****CONTRACT AGREEMENT NO 11-09/GA/2016-FSSAI**

THIS AGREEMENT is made on ..... between Assistant Director (GA), FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Delhi of the One Part,

**AND**

M/s.....having its registered office at.....Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing hired \_\_\_\_\_ to Client.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated ..... for " \_\_\_\_\_ services at its office under Tender No. 11-09/GA/2016-FSSAI.
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client.
- III. AND WHEREAS the Client has selected as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ...., to the Contractor on ..... for a total sum of ..... [Rupees ..... Only].
- IV. **AND WHEREAS** the Client desires that the hired vehicles services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the hired vehicles services of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing hired vehicles services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII **AND WHEREAS** the Contractor shall be responsible for payment of s service Tax with Central Excise and Taxation Department.

IX. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) The Letter of Acceptance (LoA) issued by the Client.
  - (b) Notice to Proceed (NTP) issued by the Client
  - (c) The complete Bid, as submitted by the Contractor.
  - (d) The Addenda, if any, issued by the Client.
  - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
  - (f) Charges – Schedule annexed to this Article of Agreement
  - (g) Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement, at a later stage shall be F.No.11-09/GA/2016-FSSAI



**PERFORMANCE SECURITY  
( BANK GUARANTEE)**

(To be executed on non Judicial stamped paper of an appropriate value)

Bank Guarantee No : .....

Amount of Guarantee: .....

Favouring: Sr. Accounts Officer, FSSAI, New Delhi, payable at  
New Delhi

Guarantee Period: From ..... to..... Guarantee Expiry date:  
.....

Last date of Lodgement : .....

WHEREAS FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA having its office at **Deli** (hereinafter referred to as "**The Owner**" which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] ("**Contract**") with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the "**Contractor**" which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of \_\_\_\_\_" shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% (ten percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the "**Bank**") having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and

without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*] .....only).
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

[By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank]

**Annexure- 8**

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING (To reach  
on or before time of bid opening)

To

Head ( GA& Legal )  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA  
Delhi.

Subject: Authorization for attending bid opening on \_\_\_(date) in the Tender of \_\_\_\_\_

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signatures</b>
----------------------------	-------------	----------------------------

I.

II.

Signatures of Bidder

Or

Officer authorized to sign the bid

Documents on behalf of the Bidder

Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received

**CHECK LIST ON PREPARATION OF BIDS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES/NO</b>
1.	Have you filled in and signed the Bid Form in the letterhead ?	
2.	Have you read and understood all the terms and conditions of the tender document / contract and shall abide by the?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the EMD of Rs.1, 00, 000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5.	Have you attached proof of having met the following minimum eligibility criteria?	
6.	Legal Valid Entity: Have you attached attested Certificate?	
7.	Financial Capacity: Have you attached Audited Balance Sheets showing minimum turnover in the similar business of providing hired vehicles services ?	
8.	Registration with Government Bodies like PAN, Service Tax: Have you attached a Registration copy of each of the certificate?	

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