



**F. No. GA-17013/1/2022-Gr.Admin-FSSAI**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**3RD FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002**

Dated - 2<sup>nd</sup> January, 2023

**TENDER NOTICE**

**INVITING BIDS FOR AWARD OF WORK FOR PROVIDING PRINTING SERVICES ON ASAND**  
**WHEN REQUIRED BASIS FOR FSSAI AT FDA BHAWAN, KOTLA ROAD, NEW DELHI**

Food Safety and Standards Authority of India (FSSAI) , a statutory organisation under the Ministry of Health & Family Welfare having its Head Office at FDA Bhawan, Kotla Road, New Delhi-110002 invites online bids from the reputed printing firms who are carrying out printing of various office articles for last three years and is Delhi/NCR based for award of work for rate contract for printing and supply of booklets / magazine/Annual Reports / pamphlets, certificates, folders, agenda, letter heads, visiting cards, banners, glow sign, flex board, sun board, pictures with vinyl/wooden frame or without frames etc. as per requirement in difference sizes, design as required by FSSAI. The award of work will be initially for a period of two years from the date of selection of successful bidder, which will be extendable yearly maximum two times, on the basis of satisfactory services. The details specified in work description in compliance of terms and conditions stipulated in the tender document.

2. The tender document is available on the FSSAI website ([www.fssai.gov.in](http://www.fssai.gov.in)). The duly filled in tender document with Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand only) and relevant supporting documents may be submitted online on or before **30<sup>th</sup> January, 2023 by 1200 hrs.** The EMD is to be in the form of Demand Draft/Pay Order in favour of Sr. Accounts Officer, FSSAI payable at Delhi/New Delhi. **The EMD may also be paid directly to FSSAI's Bank Account in Bank of Baroda, Nirman Bhawan Branch, New Delhi S/B Account No. 26030100008653 IFSC Code: BARB0NIRDEL (Read Zero after BARB).** In case of making online payment, please share transfer details while submitting online technical bids for reference and proof of payment. It may be noted that the bidders having valid MSE registration or registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from depositing EMD.
3. The Tender document can be downloaded from FSSAI website at [www.fssai.gov.in](http://www.fssai.gov.in) and CPPP portal <https://eprocure.gov.in>. There is no tender fee.
4. **Address of communication:** Joint Director (GA), Food Safety and Standards Authority of India 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi. -110002. Email [gadmin@fssai.gov.in](mailto:gadmin@fssai.gov.in).

**JOINT DIRECTOR (GENERAL ADMINISTRATION)**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**



**E. No. GA-17013/1/2022-Gr.Admin-FSSAI**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**3RD FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002.**

Dated - 2<sup>nd</sup> January, 2023

**INVITING BIDS FOR AWARD OF WORK FOR PROVIDING PRINTING SERVICES ON AS**  
**AND WHEN REQUIRED BASIS FOR FSSAI**  
**AT FDA BHAWAN, KOTLA ROAD, NEW DELHI**

1. This Request for Proposal (RFP) is divided into five Parts as follows:
  - (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
  - (b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Work Completion Period, Mode of Carrying out the required works/services/supply of items/material and Consignee details.
  - (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 Bids.
2. This RFP is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the RFP, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

**PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids.** 30<sup>th</sup> January, 2023 by 1200 hrs.

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

2. **Manner of Depositing the Bids.** Bids are to be submitted online at CPP Portal. No physical bid shall be accepted.

3. **Time and Date for Opening of Bids.** Online Bids received by the due date / time will be opened at **1400 hrs on 31<sup>st</sup> January, 2023**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI.

4. **Submission of Bids.** Online Bids (i.e. both Technical and Financial) should be submitted by bidders under their original memo/letter pad, inter-alia, furnishing details like GST Regn Number, PAN Number, ESI/PF Regn numbers, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids:-

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

(b) Financial bids of only the technically qualified bidders would be opened/considered which are to be submitted online as per given format and no representation or contention in this regard shall be entertained.

5. **Clarification of RFP.** Bidders may seek clarifications in writing regarding this RFP document within ten days of issue of RFP. FSSAI shall respond in writing to any such request for clarifications and all such clarifications shall be posted on the official website of FSSAI i.e. [www.fssai.gov.in](http://www.fssai.gov.in).

8. **Pre-Bid Conference.** A pre bid meeting will be held on **9<sup>th</sup> January, 2023 at 11 AM** in the office of Food Safety and Standards Authority of India at 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi -110 002, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could also be sent through email not later than one day before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid. In case bidders choose to offer or suggest with better features/specifications etc; and concept/material to be used the same shall be discussed by the bidders in the pre-bid meeting and bidders shall also clearly spell out the advantages and superiority of taking such deviations, if they considered it more appropriate and necessary for betterment of the proposed work. The documentary evidence for offering such suggestions with justification shall have to be submitted to FSSAI during the pre-bid meeting. Based on FSSAI confirmation on these points, bidder will submit its offer and will not be allowed to take any further technical deviation at the time of submission of technical offer. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the bidding documents and/or published on FSSAI's official website. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and/or through the minutes of the pre bid meeting. **It may be noted that nonattendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary.** The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two

persons. The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorised signatory of his/her Organisation.

9. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

11. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 30,000/-** (Rupees Thirty Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. The EMD should be valid for a minimum period of forty five days or more from the date of last date of bid submission. 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.

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

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

Food Safety and Standards Authority of India (FSSAI) a statutory organisation under the Ministry of Health & Family Welfare having its Head Office at FDA Bhawan, Kotla Road, New Delhi-110002 invites online bids from the reputed printing firms engaged in printing of various office articles for last three years and based in Delhi / NCR for award of work for rate contract for printing and supply of booklets/ Annual Reports/ magazine / pamphlets, certificates, folders, agenda, letter heads, visiting cards, banners, glow sign, flex board, sun board etc; as per requirement in difference sizes, design provided by FSSAI. The details specified in work description in compliance of terms and conditions stipulated in the tender document.

The agency will be responsible for printing jobs and other allied works as per the directions of FSSAI. The empanelled agency should have adequate arrangements for packing and dispatching the documents, if so required.

Brief details of scope of work relating to printing are mentioned below for reference: -

<b>Printing Specifications/ Descriptions</b>
Cover Page 300 GSM Art Sheet
Cover Page 250 GSM Art Sheet
Text Page 130 GSM paper
Text Page 100 GSM Paper
Cover Page in Matte Finish
Cover Page in Glossy Finish
Title cover both side printing 300 GSM Card paper
Cover page 300 GSM with UV
Sun board printing certificate
Photocopy charges
Perfect Binding(spiral)
Perfect Binding(Coil)
Perfect Binding(Staple)
Perfect Book Binding
Perfect Book Binding (with cloth hard cover)

Printing to be done in different sizes like A-4, A-3, A-5, Stds Book Size etc.

Printing, graphic designing, layout of photographs page setting etc. for pamphlets, book, reports/ presentations etc.	In various sizes like 28 x 21.5 cm
Inside text page Text Page 100 GSM Paper	
Front and back cover 300 GSM Art Sheet	

Tenderers are bound to accept order for additional quantities (upto 25%) at the same price, if order is placed within 2 months.

<b>Printing Specifications/Description</b>
Letter Heads (Multi colour) Paper: built executive bond paper Printing: Screen/offset printing with FSSAI & GoI logo (embossing)
Letter Heads (Multi colour) Paper: 105 GSM super sunshine paper Printing: Screen/offset printing with FSSAI & GoI logo (embossing)
Letter Heads (Multi colour) Paper: 105 GSM super sunshine paper Printing: Digital printing with FSSAI & GoI logo (embossing)
Pocket Folder Paper: 300 GSM Cover page with matte/glossy finish

May be required to be printed on A-4 size paper, letter Head size or as may be specified.

<b>Description</b>
Banner/Backdrop without frame
Banner/Backdrop with frame
Star flex
Standee

### Visiting Cards

<b>S. N</b>	<b>Description of items with specification</b>	<b>Quantity</b>
1.	Colours: Four colours (Simple) Printing: Screen Printing with GOI logo embossing one side and FSSAI logo Bilingual (English & Hindi) back to back Paper: Texture paper Size: 8.75 cmt. X 5.5 cmt.	One Box to Contain 100 cards
2.	Colour : Four colours Printing: Digital Bilingual (English & Hindi) back to back Paper: Sunshine white paper Size: 8.75 cmt. X 5.5 cmt.	One Box to contain 100 cards

<b>S. N</b>	<b>Description of items with specification</b>	<b>Sizes</b>
	Pictures with vinyl/wooden frame or without frames etc. as per requirement in difference sizes	4x6", 5x7", 6,8", 8x8", 5x10", 8x10", 10x12", 20x24", 16x20", 12x15", 11x14",

The quantities would be on actual requirement basis. The above mentioned details are indicative work requirement. As per past experience, major work of printing will be printing of certificates, visiting card, letter heads, manuals, books, banner, etc. and the approximate billing of vendor is Rupees 15.00 lakh in a year.

## 2.0 Technical Bid

Technical Bid consists of all technical details only.

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

### **Eligibility Criteria for Technical Bid:**

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

3.1 Tender fees: No Tender Fee.

3.2 **Earnest Money Deposit (EMD)/Bid Security:** Earnest Money Deposit is for Rs. 30,000/- (Rupees Thirty Thousand Only) (non-bearing interest). The EMD shall be paid in the form of demand draft/banker's cheque/Fixed Deposit Receipt/Bank Guarantee issued by a nationalized bank/Scheduled Commercial Bank in an acceptable form in favour of **Sr. Accounts Officer, FSSAI** payable at **New Delhi**. However, MSME registered bidders are exempted.

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

3.4 **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST, ESI & PF/EPF valid registration. (Attach supportive document viz copy of Regn).

3.5 The person signing the tender document on behalf of the agency, shall attach with the tender a proper power of Attorney, duly executed, stating that he has the authority to bind in all the matters pertaining to the contract, including the arbitration clause.

3.6 The bidding firm/agency/company should be an Indian Firm/Agency/Company of Indian origin having been incorporated/in existence for the minimum period of five years as on date of tender document. (attach supporting documentary proof).

3.7 The bidding firm/agency/company must have successfully done/completed in any of the government departments/organizations/PSUs or large private sector in India for similar works/services during the past five years with the following criteria ("Similar work means "printer for providing printing work"):-

- (i) Three similar works of Rs.4.00 Lakhs  
Or
- (ii) Two similar Works of Rs.5.00 Lakhs  
Or
- (iii) One similar Work of Rs.8 Lakhs or more.

(Attach copies of work order along with work completion report in support).

**3.8** The agency and its associated subsidiaries should not have been blacklisted by any agency or involved in any pending government investigation directly for corruption or unfair trade practices etc (**Separate undertaking to be submitted by the bidder**).

**3.9** The bidding agency should have an annual turnover of Rs.100 Lakhs or more during the preceding three financial years viz 2019-2020, 2020-2021,2021-2022.

#### **4.0 Desirable Criteria**

**4.1** The bidding agency/firm/company having valid ISO certification will be given preference.

**4.2** The bidders having MSME registration or having past experience of similar nature of work will be given preference.

### **Part – III**

#### **Standard Conditions of RFP – May be referred for standard terms of RFP**

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

#### **1. General Conditions**

**1.1. 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.

**1.2. 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) i.e. from the date of acceptance of work and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

**1.3. Penalty for use of Undue influence:** The Seller/selected bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone



employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer i.e. FSSAI to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

1.6. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the goods/items/services as required, as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER i.e. FSSAI may also deduct from the SELLER, the Selected Bidder, as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every day of delay subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores/works/services.

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

- (a) The delivery of the requisite item/material or required works and services is/are delayed for causes not attributable to Force Majeure for more than three days after the scheduled delivery/work/services.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) The completion of work is delayed due to causes of Force Majeure by more than 10 days provided Force Majeure clause is included in contract.
- (d) The FSSAI has noticed that the selected agency/Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) There is undue & wilful delay in supply of required material/item for the work resulting delay in completion of the work by the expected schedule as agreed upon, as observed by FSSAI. Further the items supplied are not as per given specifications.

(f) As per decision of the Arbitration Tribunal.

(g) Non-compliance of applicable statutory obligations, as per law of land by contractor/selected firm.

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

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

4. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the FSSAI against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

5. **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.

#### 6. **Taxes and Duties**

All bidders are to adhere to the existing GST provisions and any other tax related law of land and after award of contract any deviation or addition on this count shall not be entertained and the bidder shall be responsible for his acts and deeds.

### **Part IV – Special Conditions of RFP**

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

1. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a scheduled commercial bank for a sum equal to 3% of the tentative contract value within 10 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the tentative date of completion of entire work and discharge of contractual obligations. PBG may also be furnished in the form of a Bank Draft/Bankers' Cheque or Fixed Deposit Receipt if the successful bidder wishes to. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected contractor will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Contractor settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, carrying out the desired work/services, settlement of claims and other provisions of the contract are not fulfilled by the Contractor, the same would be adjusted from the available PBG. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal Course of affairs as per law of land against the Indemnity submitted.

2. **Option Clause:** The contract will have an Option Clause, wherein the FSSAI can exercise an option to procure an additional 20% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

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

4. Failure of the successful bidder to comply with any of the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

5. **Payment Terms** : No advance payment will be made. The payment will be released after successfully work completion and submission of Invoice.

6. **Paying Authority:**

Paying Authority will be Accounts Division, FSSAI, 3<sup>rd</sup> Floor, FDA Bhavan, New Delhi-110 002 by Sr AO (F&A). The payment of bills will be made on submission of the following documents by the selected Contractor along with the bill:

(i) Ink-signed copy of bill/Invoice

- (ii) Copy of Supply Order/Contract
- (iii) Job Completion Certificate
- (iv) Performance Bank Guarantee in acceptable form
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code

## **7. FORCE MAJEURE**

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 due to Force Majeure like Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the control of parties that have arisen after the award of the present contract. This would also include Pandemic situation/lock down.

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 these circumstances persist.

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

d. Under this category, either party reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

## **8. APPLICABLE LAW AND JURISDICTION**

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

## **9. Other Conditions/Guidelines**

1.1 All rates and amount shall be written both in figures and words without any cutting/over-writing and shall be indicated in Indian rupees only.

1.2 The rates quoted, should clearly specify all the service charges and taxes applicable separately. In case, this information is not indicated in the quotation, it would be

presumed that the rates quoted are inclusive of GST. The applicable GST charges should be shown separately in the Price Schedule.

- 1.3 Expression of Interest (EoI), not accompanied by the EMD is liable to be rejected by the FSSAI as non-responsive. The bidder shall write the company/agency/firm name on the back side of the EMD.
- 1.4 The EMD of the unsuccessful bidder shall be returned after the acceptance of the Empanelment Letter by the successful bidder.
- 1.5 The EMD may be forfeited if a bidder withdraws their bid during the period of bid validity specified by the bidder on the bid form. In the case of a successful bidder, if the bidder fails to accept letter of award/acceptance rates. Further, no interest or any other cost will be payable by FSSAI on the EMD.
- 1.6 The EMD/bid security is required to protect the owner against the risk of bidder's conduct which would warrant the security forfeiture.
- 1.7 All the pages of bid being submitted must be signed by the bidder as a token of acceptance of all the terms & conditions of this tender.
- 1.8 The FSSAI reserves the right to award the contract of empanelment of rate contract to one or more parties; however, sub-letting of contract is not allowed after award of work. If any such matter comes to FSSAI's notice, the contract will be cancelled and EMD/Performance Security will be forfeited.
- 1.9 No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity. Withdrawal of a bid during interval shall result in the forfeiture of EMD of the Bidder.
- 1.10 FSSAI can withdraw/terminate the contract at any time in case the services are not found satisfactory and or without assigning any reason.
- 1.11 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties. Decision of Competent Authority, FSSAI shall be final & binding on both the parties in respect of all matters of dispute arising out of this tender. If any dispute or difference of any kind whatsoever may arise between the FSSAI and the empanelled agency/firm, arising out of the contract for the performance of the works whether during the progress of the works or after its completion or whether before or after the termination, abandonment or breach of the contract, it shall in the first place, be referred to and settled by the ED(HR/Fin.) who within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the agency/firm.
- 1.12 Arbitration: In case of any dispute between the agency and FSSAI arising out of or in relation to the contract, which could not be resolved due to any reason, the dispute

shall be referred to a sole Arbitrator to be appointed by Competent Authority and the decision of such Arbitrator shall be conclusive and binding on both the parties. The Arbitration shall be governed by the provisions of the Indian Arbitration Act 1940. The Courts of Delhi will have jurisdiction over all legal disputes under this contract.

- 1.13 Printer/supplier/publishers should enclose some selected printed matter(s) of the organization for having an idea of quality of work done by them.
- 1.14 In the event of rejection of item(s) supplied, the contractor would be intimated the details of such rejected item(s) as well as the reasons for the rejection and that the item(s) would be lying at FSSAI premises at the risk and the cost of the contractor.

#### **10. Statutory Conditions of the Contract (Applicable in case of Successful Bidder)**

1. The contractor shall be responsible for all commissions and omissions on part of work force engaged for the purpose conduct of the event. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractor's employees performing duties under this contract.
2. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of manpower engaged and FSSAI shall not be a party to any dispute arising out of such deployment by the contractor.
3. The work force deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall have any claim of employment with the FSSAI.
4. The Paying Authority shall deduct TDS and GST as per prevailing Government instructions/orders from the total payment made to contractor in pursuance of this contract. The TDS shall also be deducted on advance payment to be adjusted in future bills and on the amount of cost escalation.
5. There shall be one year fully comprehensive free warranty period for whole of the system under this tendered work. No extra payment shall be paid in this regard.

### **Part V – Evaluation Criteria & Price Bid issues**

#### **1. EVALUATION CRITERIA:**

##### **Determination of responsiveness**

- 1.1 Prior to the financial evaluation of bids, FSSAI will determine whether each bid is substantially responsive to the requirement of bidding documents.
- 1.2 For the purpose of the above clause, the bid should conform to all the terms, conditions, and specifications of the bidding documents without material deviation. A material

deviation is one which affects/limits in any substantial way the scope, quality, or performance of works and/or is inconsistent with the bidding documents.

- 1.3 Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer by fulfilling the requisite qualifying requirement as mentioned above. The technical offer of the firm would be evaluated by the Technical Evaluation Committee (TEC). The financial/commercial offers will be opened only in respect of the bidders who qualify the technical bid requirements as per the tender details.
- 1.4 No error, overwriting, / correction shall be permissible unless attested under the signature of the bidder with date and seal.

## **2.0 TECHNICAL & FINANCIAL EVALUATION.**

### **2.1 Selection Procedure & criteria:**

The technical bid evaluation shall be done based on the following criteria:-

- (i) The responsiveness of the bid.
- (ii) Receipt of valid EMD with requisite amount.
- (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.

- 2.2 A substantially responsive bid shall be the one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected.

### **3. Evaluation of bids:**

- 3.1 The Authority may reject all the bids if these are found to be unresponsive or un-suitable either because these represent major deficiencies in complying with the tender requirements or it is perceived that substantively higher rates are quoted.
- 3.2 Validity of Tender: Tender shall be valid for acceptance for a period not less than 120 days since tender opening date.

### **4.0 Award of Contract:**

- 4.1 FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.
- 4.2 By the process of evaluation of technical bids and financial bids, the Lowest Bid will be decided upon the lowest total price quoted by the particular bidder as per the Financial Bid Performa Annexed to this Tender enquiry. The ultimate total cost to the buyer would be the deciding factor for ranking of bids.

4.3 If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will accordingly be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

4.4 The Lowest Acceptable Bid will be considered further for award of work.

5. Bid documents may be submitted online containing the following documents: -

Annexure – 1	:	Tender Form along with EMD
Annexure – 2	:	Bidder's profile
Annexure – 3	:	Financial Status
Annexure – 4	:	Letter of authority
Annexure – 5	:	Performance Security (Bank Guarantee)
Annexure – 6	:	Check List for Bidders

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

(a) Tender Form, Bidders' Profile, Financial Status,  
Letter of Authority, Performance Guarantee/Security Format  
and Checklist

.... Annexure-I  
to Annexure VI

Assistant Director (General Administration)  
Food Safety and Standards Authority of India

**Encls:** Annexures 1 to 6



**Tender Form**

**To**

The Assistant Director (GA)  
Food Safety and Standard Authority of India  
Ministry of Health & Family Welfare,  
FDA Bhawan, Kotla Road,  
New Delhi-110002

Ref. Your Tender No. \_\_\_\_\_ dated  
\_\_\_\_\_

1. 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.
2. If our Tender is accepted, we undertake to perform the services as mentioned above.
3. 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.
4. We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred Tender enquiry.
5. We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government
6. Brief of court/legal cases pending, if any, are following:
7. 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.	VAT RegnNo.	
9.	Service Tax Regn No.	
10.	PAN Number	
11.	STRUCTURE AND ORGANIZATION The applicant is (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation. (Pl attach attested copies of documents of registration / incorporation of your firm)	

I / We hereby declare that the information furnished above is true and correct.

Place:

Date:

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

(Seal of the Bidder)

**FINANCIAL STATUS**

**Name of the Bidder** \_\_\_\_\_

<b>Description</b>	<b>Financial Years</b>		
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

1. Attach the copies of the audited balance sheets, 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:

The Asstt Dir (GA),  
FDA Bhawan, 3<sup>rd</sup> floor,  
KotlaRaod,  
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 on the letterhead of the bidder and should be 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.

**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 \_\_\_\_\_ of contract 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 form 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 of 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 under para-5 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>
1.	DD/PO for Rs. 30,000/- (Rupees Thirty Thousand only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
2.	Tender Form : Annexure – 1		
3.	Tender document duly signed and stamped on each page.		
4.	Bidder Profile – : Annexure – 2		
5.	Financial Status : Annexure – 3		
6.	Letter of Authority :Annexure - 4		
7.	Power of attorney in favour of Signatory		
8.	Enclosed Xerox copy of PAN Card		
9.	Enclosed Xerox copy GST Registration Certificate		
10.	Enclosed Xerox copy of ESI/PF Registration Certificate		
11.	Attached the copies of the audited balance sheets, including all related notes and income statement for the last three Financial years in support of Annual Financial Turnover and strength i.e. 2019-2020, 2020-2021, 2021-2022.		
12.	Enclosed copy of work orders of contracts obtained as mentioned in RFP in support of experience and similar work done		
13.	Enclosed copies of Execution certificates issued by user Govt. Organisations.		

Note: The above check list is broadly indicative of submission of documents. **Also please go through Part-II of tender document for eligibility conditions/criteria so as to avoid any scope of non-fulfilling of qualifying condition.**

**SIGNATURE OF BIDDER WITH SEAL AND DATE**