



File No: GA-30011/8/2021-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 - May, 2023

TENDER NOTICE

INVITING BIDS FOR RUNNING A CRECHE @ 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 firms/organisations who are well versed in running crèche/ day care for last three years and is Delhi/NCR based for running a crèche which is situated in the premises of the FDA Bhawan. The award of work will be initially for a period of three 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 CPP portal. The duly filled in tender document with Earnest Money Deosit (EMD) of Rs. 21,000/- (Rupees Twenty One Thousand only) and relevant supporting documents may be submitted online till 26th June 2023 at 12:00 hrs on CPP. The EMD is to be in the form of Demand Draft/Pay Order in favour of Sr. Accounts Officer, FSSAI payable at New Delhi. The physical copy of DD is to be submitted to Joint Director, GA Division, FSSAI HQ, New Delhi, FDA Bhawan, Kotla Road, New Delhi, 110002. It may be noted that the bidders having valid MSE registration are exempted from depositing EMD.
3. The Tender document can be downloaded from CPP portal. There is no tender fee.
4. **Address of communication:** Joint Director (GA), Food Safety and Standards Authority of India 3rd Floor, FDA Bhawan, Kotla Road, New Delhi. -110002. Email gadmin@fssai.gov.in.

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



File No: GA-30011/8/2021-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 - May, 2023

INVITING BIDS FOR RUNNING A CRECHE @ 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. **Starting and Last Date and Time for Depositing the Bids.** Bids may be submitted online at CPP portal till 26th June 2023 at 12:00 hrs on CPP. 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.
3. **Submission of Bids.** Online Bids (i.e. both Technical and Financial) should be submitted at the CPP portal 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.

4. **Time and Date for Opening of Bids** Online Bids received by the due date / time will be opened on 27 June 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.

5. **Earnest Money Deposit**. Bidders are required to submit Earnest Money Deposit (EMD) for amount Rs. 21,000/- with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or through online mode NEFT/RTGS etc (Account details may be found at the end of this para) 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 90 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 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Guarantee from them as provided in part-IV of this RFP. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender.

Name of Holder: Senior Accounts Officer, FSSAI

Name of the Bank: Bank of Baroda

Account No: 26030100008653

IFSC Code: BARBONIRDEL (fifth is zero)

6. **Pre-Bid Conference**. A pre bid meeting will be held on 5th June 2023 at 14:00 hrs. in the office of Food Safety and Standards Authority of India at 3rd 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.

7. 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.
8. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. FSSAI intends to appoint an agency on contract basis for a period of 3 years extendable thereafter on year to year basis upto a total of 5 years for running/managing a Creche for children with age ranging from 6 months to 6 years. The crèche is housed in the premises of FDA Bhawan, Kotla Road, New Delhi – 110 002. The creche was constructed in 2018 with a capacity to accommodate 50 children. It has a buildup area of over 1000 sqft and is equipped with basic full modern infrastructure having three rooms to accommodate kids. In addition, there is dining room, reception, changing room, functional kitchen and washroom at Ground Floor. The security, house-keeping, electricity & water charges, and maintenance of the Creche are maintained by FSSAI. As running/management of Creche is a professional work involving dedication and sincerity towards little kids, this organisation invites bids (technical & financial) from experienced and well established agencies which are ready to provide their services with utmost care.

Location and opportunities

FSSAI at present has a sanctioned strength of 440 officers at Head Quarter, New Delhi. It is housed in FDA Bhawan and two more adjoining buildings. FDA Bhawan, besides FSSAI also houses CDSCO and is well surrounded by a number of Govt offices/ Govt Organisation as well as Private Organisations.

Eligibility Criteria for Technical Bid:

3.1 **Technical Bid/Technical criteria to be fulfilled by the bidder**

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.

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

3.3 Tender fees: No Tender Fee.

3.4 **Earnest Money Deposit (EMD)/Bid Security**: Earnest Money Deposit as of Rs. 21,000/- bid document. 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.

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

3.6 **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).

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

3.8 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).

3.9 Should have satisfactorily handled/done solely Creche or Day Care Centre during the past five years ending previous day of last date of submission of tenders.

- (i) Two or more similar services relating to managing/running Creche/Day Care Centre with total Children strength of 30 or more than in each facility in different age groups viz. 6 months to 6 yrs in.

3.10 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 works services/experience means manning/running responsibility of Creche/Day Care Centre independently in any Institutional campus/Office campus/Office-cum-Residential campus/Residential Campus in Delhi/New Delhi and adjoining NCR area.): -

- (i) Two similar Works of Rs.3.00 Lakhs annually.
(Attach copies of work order along with work completion report in support).

3.11 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**).

3.12 The bidding agency should have an annual turnover of Rs.7 Lakhs or more during the preceding FY 2019-20, 2020-21, 2021-2022. MSME bidders are exempted from turnover criteria but they have to fulfill all other conditions.

4.0 Financial bid:

4.1 The agencies applying for the CPP bid shall specify (in their financial bid) the percentage of profit they are willing to share with FSSAI (minimum 25%). The profit shall be calculated by the following formula:

Total Revenue generated minus {Salary of Supervisor and helpers as per minimum wages prescribed by Govt of NCT of Delhi from time to time (according to their category of skilled and unskilled)}. Further while calculating the costs incurred to run the crèche, only the manpower cost shall be taken into consideration and no Management cost/Administrative charges or any other ambiguous charges shall be applicable while calculating the surplus. The income of the agency/vendor shall only be the remaining profit generated from fee after giving share to FSSAI.

4.2 In case of loss in running the crèche/day care, the agency running the day care/crèche shall be solely responsible for that. FSSAI will not be reimbursing any kind of shortfall in revenue to sustain the crèche/day care.

4.1 Desirable Criteria

4.2 The bidders 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 offence 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 service 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 of Rs. 21,000/- 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 or through online mode NEFT/RTGS etc (Account details are given at the end of para) 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.

Name of Holder: Senior Accounts Officer, FSSAI

Name of the Bank: Bank of Baroda

Account No: 26030100008653

IFSC Code: BARB0NIRDEL (fifth is zero)

2. **Payment Terms** : The agencies applying for the CPP bid shall specify (in their financial bid) the percentage of profit they are willing to share with FSSAI (minimum 25%). The profit/surplus shall be calculated by the following formula:

Total Revenue generated minus {Salary of Supervisor and helpers as per minimum wages prescribed by Govt of NCT of Delhi from time to time (according to their category of skilled and unskilled)}.

Payment Receiving Authority:

The share of FSSAI in profit/surplus shall be in the form of DD/Cheque in favour of Sr. Accounts Officer, FSSAI payable at New Delhi or through online mode under intimation to Assistant Director, GA Division, FSSAI. The payment shall be made automatically before the 10th day of the following month and copies of records, registers shall also be submitted to GA Division for examination. FSSAI being a government organization will not be raising any invoice for the transfer of payment. The agency shall make appropriate arrangement for the smooth transfer of amount monthly without any delay. Bank details are as under:

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IFSC Code: BARB0NIRDEL (fifth is zero)

Note: 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.

3. Responsibilities of the Creche/Day Care Centre Running Agency

Note: Failure to comply with any of the below mentioned conditions shall be a sufficient ground for termination of contract and legal or any other action by the authority.

a. Subsequent to signing of the contract agreement, the agency shall take charge of encumbrance's free site from FSSAI and shall nominate a responsible Supervisor/Executive for execution of the Creche activities under intimation to the FSSAI. The agency shall comply with the **National Minimum Guidelines for setting up and running crèches under Maternity Benefit Act, 2017** issued by Ministry of Women and Child Development vide **OM no. CRE-23/1/2018-Creche-Part (2)** dated 2nd November, 2018.

b. The other supporting staff/employees shall also be deployed simultaneously by the selected agency for carrying out all the required jobs for manning the Creche in befitting manner to ensure that the premises are maintained and children are given due care to make the Creche as an exemplary example for others.

c. The selected agency shall execute all the activities essentially required to make the Creche management/functioning interesting for children in the form of taking appropriate measures such as games, various other children related activities of drawing/reading/poem recitation or whatsoever considered necessary for making it a place where children should like to come/stay in such ambience as kids could feel comfortable.

d. All the employees/staff members deployed by the selected agency shall in no way be related to FSSAI/CDSCO nor these organizations shall be responsible for any act/service of such manpower deployed for manning the Creche. All such responsibilities/liabilities related to the employees/staff engaged and deployed for Creche shall be of the selected agency.

e. All the employees/staff members deployed by the selected agency shall be medically fit & should not suffer from any contagious disease and also to be verified by police. Medical fitness certificate be obtained and submitted to FSSAI in respect of all personnel working at Creche. These employees would also be medically examined at such periodical intervals as decided by FSSAI.

f. The minimum qualification for Creche Supervisor will be Intermediate/class-12 Standard passed. For Helper it should be class-10th passed. In case no suitable personnel could be found with the prescribed qualification, the relaxation for 10th pass in case of supervisor and 7th pass in case of helper could be considered subject to approval of competent authority. However, the age limit for both categories should be between 18 to 50 yrs at the time of appointment. In genuine cases, however, this age limit can be relaxed subject to recommendation/approval of Joint Management Committee/Competent Authority. Further, all the appointed staff for crèche by the selected agency should have minimum prescribed qualification and requisite training done through approved training centre at the time of appointment itself, so as to enable them to understand and cater to the children's individual needs and development capabilities. The training will be provided by the probable bidder/service provider from their own resources.

g. The selected agency shall not be allowed to sub contract or entrust management of the Creche

to any other agency/person.

h. The selected agency will be provided fully furnished Crèche on as is where is basis. The water and electricity connections and their availability will be ensured/provided by FSSAI/CDSCO on its own.

i. The selected agency will give priority to the kids of FSSAI/CDSCO staff members and employees of other nearby Govt Departments/Organisations/ PSUs. In case of shortfall in strength of children to the available accommodation capacity, the selected agency will be allowed to admit children of private persons/outside which would also be subject to approval of FSSAI. The agency may charge fee from these parents more than that applicable for govt employees or employees of PSU/Banks etc with the prior approval/consent of FSSAI and under no situation shall be allowed to charge arbitrarily on its own.

j. The Creche will remain functional from 0800 hrs to 1830 hrs (Sunday Closed). Saturday is also a closed holiday for govt. offices ; however, in case of private person's children, the agency may open crèche on Saturdays at its own discretion. The timings and number of hours, however, will be 8-1/2 hrs every day as per the work schedule of majority of parents/mothers which may be from 0800 hrs to 1830hrs, 0900 hrs to 1730hrs or 1000 hrs to 1830hrs. Therefore, the Creche operating agency shall be required to have the infrastructure available from 0800 hrs to 1830 hrs for all days in a month except Sundays and National holidays. In case essentially required, arrangements may be made for mothers who have longer working hours with extra payment for additional time at reasonable rates and on mutually agreed basis with consent of Joint Management Committee but in no case the Creche will remain open beyond 1900 hrs.

k. No food/eatables/beverages (*other than water*) will be provided by FSSAI/CDSCO even on payment basis. However, the selected agency may on its own consider providing such food items subject to obtaining written consent of parents and with the approval of FSSAI and only FSSAI certified/licensed food items will be allowed. The children are allowed to consume their own food provided by their parents.

l. The first aid kit will be mandatorily maintained by the selected agency.

m. The selected agency will also ensure safety of children, their health checkups via their parents/ guardians at intervals as decided by the FSSAI, to ensure that no health related issue crops up with the children.

n. The selected agency shall keep complete detail of children, their parents including telephone and residential addresses. The enrolment forms of children duly filled in by the parents (containing Address Proof, Photo, PAN, Adhar, Organisations' ID etc) should be available with the available staff in Creche. The Creche managing agency will maintain basic record/registers which could be inspected any time during working hours (i) Admission/Enrolment Register for recording profile of children and their parents including profession/income etc. (ii) Attendance Register of Children (iii) Attendance Register of functionaries (iv) Health Checkups including immunization of the child (v) Register for consumable and non-consumable items (vi) Supplementary nutrition register for recording the food provided to the children (vii) The medical record of children to be shared with doctor (viii) Mothers' meeting register (ix) Visitors' register (x) Register for user fee charged from parents. The record of all the charges/fee and expenditure will be maintained properly and complete details will be provided by the agency to FSSAI by 10th of every following month. In case of applicability of GST for any item/service, the same shall be adhered to and proof of the same shall also be submitted to FSSAI.

o. The deployment of staff for managing the Creche will be as under :-

S.No.	Children Group	Age	Number of Children Capacity 1	Manpower Requirement	
				Childcare worker (only)	Other staff

			female) to children ratio	
(a)	6 Months to 1.5 yrs.	10	1:5	One Supervisor(female only) One Helper (female only)
	1.5 yrs to 6 Years	40	1:20	
Total		max 50		

p. The agency will be allowed to charge the parents for the children using Crèche facilities as mentioned below:-

S.No	Category	Number of Children	Registration charges (annually)	Amount (in Rs.)	Amount (in Rs.)
				<i>On Monthly Basis</i>	<i>On Daily Basis</i>
				Fees Per Month	
(a)	All FSSAI/CDSCO / MoH & FW Employees Children	Upto 25 (reserved)	3000	2000	200
(b)	Children of Govt Sector Employees/PSUs/Banks etc.	Next 15	3000	6000	400
(d)	Others	Next 10	3000	9000	500

Note: The above rates would be reviewed every year by the Joint Management Committee and revision, if necessary would be recommended for consideration of competent authority. FSSAI do not intend to charge any amount from the selected agency towards award of contract/provisioning of services but the selected agency would have to share a percentage of the surplus with FSSAI. The amount chargeable from the parents availing Creche facilities would, however, be decided by FSSAI and the selected agency shall be bound to accept the same. If seats reserved for FSSAI/CDSCO children are not filled then the same may be filled by the other category children with prior permission of FSSAI.

q. The permission of FSSAI would be taken in respect of children of employees other than FSSAI/CDSCO organizations.

r. The agency will not carry out any such activity which is prejudicial to the existing rules, regulations and prevalent practices governing running of Creche facility. In case anything is brought to the notice of FSSAI, the contract/award of work would be terminated by giving notice of 15 days. In such a case, the Performance Guarantee shall also be forfeited in addition to initiation of suitable action as per applicable law.

s. The agency will be responsible and accountable for its belongings and also for the entire premises along with infrastructure inclusive of all items of any kind provided by FSSAI, accident, loss of money or theft or any personal accident etc. whatsoever. The agency shall indemnify FSSAI for all acts and deeds directly or indirectly performed for Creche. Any insurance required or considered appropriate by the agency, the amount of premium or related expenditure will be borne by it and in no case FSSAI would be responsible or liable for the same. The maximum number of children's strength will be not more than **50**.

t. The Joint Management Committee of FSSAI would be overall responsible to oversee the affairs of running of Creche. FSSAI shall have the right to make inspection of the Creche premises, records, registers and books etc and functioning of crèche at any time.

u. As this work is being assigned with mutual coordination/cooperation and consent basis, in

case of any disagreement or dispute concerning running of Creche, the same will be resolved amicably with mutual consent and in case the matter remains unresolved, it shall be resolved by an Arbitrator to be appointed for the purpose with the mutual consent. The award of the arbitrator shall be final.

v. The bidder participating in this bidding process must not have a conflict of interest of any kind with any other party/bidder/individual, whatsoever.

6 Penalty:

The FSSAI reserves the right to decide the nature of violations and the penalty to be imposed.

S. No.	Service level agreement	Penalties for non-compliance
1	Non deployment of total manpower as per the caregiver to child ratio defined in scope of work	Fine of Rs. 5, 000 to be levied /incident
2	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling/ Immediate replacement within 2 days or Rs. 15, 000 fine to be levied as decided by the Ministry depending on the gravity of the act
3	Poor maintenance of hygiene standards at any area of the facility	Fine of Rs. 15, 000 to be levied / incident
4	CCTV System not operational	Fine of Rs. 5, 000 to be levied / incident
5	Delay in attending to Emergency/ Health Issues/ Medical Conditions	Fine of Rs. 20, 000 to be levied / incident
6	Any other violation	Fine of Rs. 10,000/-

5. 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.

6. 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.

7. 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 Bid 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.

8. 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 of running the crèche. 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. The agency shall comply with all the regulatory compliances and other statutory obligations for running the crèche and the same shall not be the responsibility of FSSAI.

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.

2.1 Selection Procedure & Evaluation of Financial Bids:

- i. The agencies applying for the CPP bid shall specify (in their financial bid) the percentage of profit they are willing to share with FSSAI (minimum 25%). The profit shall be calculated by the following formula:

Total Revenue generated minus {Salary of Supervisor and helpers as per minimum wages prescribed by Govt of NCT of Delhi from time to time (according to their category of skilled and unskilled)}.

- ii. The bidder qualifying all the conditions specified in bid document and quoting maximum share of profit to FSSAI shall be awarded the work.

4.1 Award of Contract:

- 4.2 FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive, who are willing to share the maximum percentage of surplus with FSSAI and the agency which the committee considers most appropriate for running the crèche based on their previous experience and work profile etc.
5. Bid documents may be submitted online according to annexures along with uploading all uploading necessary supporting documents.
6. The bidder shall ensure to upload all necessary documents as per various provisions(technical criteria) of this bid document. If any document is found lacking then the bidder will be disqualified and he/she only shall be responsible for the same.
7. The bidder shall also ensure to upload following annexures:
- | | | |
|--------------|---|---------------------------------------|
| 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 |
| Annexure-7 | : | Financial bid |

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.

Annexure - 2

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)

Annexure - 3

FINANCIAL STATUS

Name of the Bidder _____

Description	Financial Years		
	2019-20	2020-21	2021-22
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, 3rd floor,
KotlaRaod,
New Delhi-110002

Dear Sir,

We _____ hereby authorize following representative(s) to apply for bid, sign contract and for any other correspondence and communication against above Bid Document:

1) 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.

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 from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects or shortcomings or debts of the Contractor. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agree to grant a time of extension to the contractor or if the contractor fails to

complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated 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

S No.	Details	Yes / No	Remarks
1.	DD/PO for Rs. 21,000/- (Rupees Twenty One thousand 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.		
14.	Documentary proof in support of experience, CA certified turnover proof etc.		
15.	Any other document specified in the technical criteria of this bid document.		

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

FINANCIAL BID

Having examined the tender document, inspected the location of the creche facility and having submitted the technical bid, in prescribed Form-A, for the same, I/we, the undersigned, hereby submit the financial bid (FormB) in relation to running/managing a crèche facility for FSSAI as under:

I/we _____(name of agency) are willing to share _____(percent) of the profit (calculated as per the formula specified by FSSAI in this bid document) with FSSAI.

DECLARATION BY THE BIDDER

I/We hereby certify that the information's furnished above are true and correct to the best of my/our knowledge and belief. In case any discrepancy is found in the above statement at any stage, the contract shall be liable to be terminated.

I/We also certify that the percentage share in financial bid has been quoted after understanding properly the 'Scope of Work', 'Terms & Conditions', and other details specified in the 'Tender Document'

Date:

Place:

Seal:

Signature of authorized person

Full Name:

Name of the bidder/bidder agency:

Full Postal Address & Tel. No.