

F. No.11-06/GA/2014-FSSA1 - NER  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA  
MINISTRY OF HEALTH AND FAMILY WELFARE  
NORTH EASTERN REGIONAL OFFICE, MILAN PATH, JURI PAR, PANJABARI ROAD,  
SIXMILE, GUWAHATI - 781022

**Dated 23<sup>rd</sup> August 2018**

**Bid Document for**

**Empanelment of Agencies/ Firms for providing Facility Management  
(Housekeeping / Security) services in the Regional Office, at Guwahati,  
Food Safety and Standards Authority of India.**

**Joint Director  
Food Safety and Standards Authority of India,**

**REGIONAL OFFICE NORTH EAST, GUWAHATI – 781022**

TENDER DOCUMENT

Empanelment of Agencies/ Firms for providing Facility Management (Housekeeping / Security) services in the Regional Office at Guwahati, Food Safety and Standards Authority of India.

TENDER NO. 11-06/GA/2014-FSSA1 dated 23<sup>rd</sup> August, 2018

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BRIEF INFORMATION ON BID DOCUMENT

1.1	Tender No.	11-06/GA/2014-FSSAI-NER dated 23 <sup>rd</sup> August, 2018
1.2	Description of work	Facility Management (Housekeeping & Security) Services at FSSAI, Regional Offices- Guwahati.
1.3	Duration of Contract	One year from the date of agreement, which is extendable for two more terms of one year each subject to satisfactory services
1.4	Date of issue of tender	<b>23<sup>rd</sup> August 2018.</b>
1.5	Last date and time of submission	<b>up to 1300 hours of 13<sup>th</sup> September 2018</b>
1.6	Date of opening Technical Bid	<b>At 1500 hours of 13<sup>th</sup> September 2018</b>
1.7	Date of opening of financial bids those technically qualified	To be notified later
1.8	Earnest Money Deposit (EMD)	Rs.12,800/- in the form of Account Payee Demand Draft/ Pay Order /Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of Designated Officer, FSSAI Guwahati payable at Guwahati respectively.
1.9	Cost of Tender Document	Rs. 100/- (Rupees one hundred only)
1.10	Validity of Bid	120 days
1.11	Performance/ Security Deposit	10% of the total contract value
1.12	Validity of Performance Security	60 Days after the expiry of the contractual obligations.
1.13	Total No of pages of Tender Doc.	41 pages
1.14	Address and Venue of submission of bids	The Joint Director, FSSAI, North Eastern Region Milan Path, Juri Par, Panjabari Road, Sixmile, Guwahati - 781022

## SECTION-1

F. No.11-06/GA/2014-FSSA1 - NER  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA  
MINISTRY OF HEALTH AND FAMILY WELFARE  
NORTH EASTERN REGIONAL OFFICE,  
MILAN PATH, JURI PAR, PANJABARI ROAD, SIXMILE, GUWAHATI - 781022

**Dated the 23<sup>rd</sup> August, 2018**

### NOTICE INVITING TENDER

To,

As per list

Earnest Money Deposit: Rs.12, 800/- (Rupees twelve thousand eight hundred only) Tender Document Cost: Rs.100/- (Rupees one hundred only)

1. Food Safety and Standards Authority of India, Guwahati invites sealed bids under two bid systems from reputed agencies Facility Management (Housekeeping/Security) for its Regional at Guwahati as per the requirements specified in section 8 of the Bid Document
2. Sealed Bid Document (Technical and Financial Bid along with EMI)) duly filled in as per the instructions of the Tender Document should be addressed to Joint Director FSSAI, North Eastern Region, Milan Path, Juri Par, Panjabari Road, Sixmile, Guwahati -781022 and must reach latest by **1300 hrs on 13<sup>th</sup> September 2018**.
3. The sealed bid documents should be delivered by the stipulated date, time and place. Tender Documents may be collected from this office on payment of Tender Cost of Rs. 100/- (Rupees One Hundred Only) non-refundable on any working day between **10.00 am to 3.00 pm**.
4. The tender documents may also be downloaded from this office website [www.fssai.gov.in](http://www.fssai.gov.in). Those bidders who wish to download the tender documents from the office website should furnish the Tender cost of Rs. 100/- through Bank Draft/Pay Order/ Bankers Cheque along with the Bid Documents and EMI).
5. The Technical Bids shall be opened at Regional Office, Food Safety and Standards Authority of India, Guwahati **on 13<sup>th</sup> September, 2018 at 1500 hours** by the Committee authorized by the competent authority in the presence of such bidders who may wish to be present. The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to technically qualified bidders.
6. The Competent Authority reserves right to reject any or all the bids without assigning any reason and the decision of the competent authority of Food Safety and Standards Authority of India shall be final and binding

Joint Director  
Food Safety and Standards Authority of India,  
Salt Lake, Kolkata-700091

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

Date:.....

LETTER OF BID

To

Joint Director  
Food Safety and Standards Authority of India, North Eastern  
Regional Office, Milan Path, Juri Par Panjabari Road, Sixmile,  
Guwahati -781022.

**Ref: Invitation for TENDER NO. 11-06/GA/2014-FSSA1-NER dated- 23.08.2018**

We, the undersigned, declare that:

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

Yours sincerely,

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

**SECTION-3**  
(BIDDER'S PROFILE)

General:

1. Name of the Bidder/ firm .....
2. Name of the person submitting the Bid "Shri/Smt. ....
3. Address of the firm .....
- .....
4. Tel no. with STD code O..... • .....v...(Fax).....(R) .....
5. Mobile No.....
6. E-mail .....
7. Registration & incorporation particulars of the firm: i) Proprietorship Partnership ii) Private Limited iii) Public Limited
- (Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/ Partner only, as the case may be)**
08. Name of Proprietor / Partners / Directors.....
09. Bidder's bank details (Name of the bank, Beneficiary Name, Branch and address, type of account, IFSC Code, MICR Code and account number.....
- .....
10. Permanent Income Tax number, Income Tax circle.....  
(Please attach copies of income tax return for last three years)
11. GST Number.....  
(Please attach copy of GST Registration Number)
12. Particulars of EMD
  - i) Demand Draft / Pay Order / Bankers Cheque No.....
  - ii) Date.....
  - iii) Name of Bank .....
  - iv) Address of Bank.....
  - .....
  - v) Validity of DD / Pay Order / Bankers Cheque .....

13. Particulars of Tender Fee

- i) Demand Draft/Pay Order / Bankers Cheque No.....
- ii) Date.....
- iii) iii) Name of Bank.....
- iv) iv) Address of Bank.....
- v) Validity of DD / Pay Order Bankers Cheque.....

UNDERTAKING

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

Place:

Date:

Signature of Bidder/Authorized signatory.....

Name of the Bidder.....

Seal of the Bidder

**SECTION-4**  
(CERTIFICATE REGARDING NEAR RELATIVES)

**CERTIFICATE**

Certificate on Non-Participation of near Relatives in the tender

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

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

Signature \_\_\_\_\_

For and on behalf of the Agency

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

## SECTION-5

### (INSTRUCTIONS TO THE BIDDERS)

#### 1. GENERAL INSTRUCTIONS

1.1 For the Bid / Tender Document Purposes, 'Food Safety and Standards Authority of India' shall be referred to as 'Client' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.

The sealed bidding documents should be delivered to Food Safety and Standards Authority of India under Brief Information of Bid Document by the stipulated date and time. Tender Documents may be collected from Joint Director, Food Safety and Standards Authority of India, North Eastern Regional Office, Milan Path, Juri Par, Panjabari Road, Sixmile, Guwahati 781022 on payment of Tender Cost of Rs. 100/- on any working day between 10.00 am and 3.00 pm.

1.2 The tender documents may also be downloaded from FSSAI website "[www.fssai.gov.in](http://www.fssai.gov.in)" The bidders who wish to download the tender documents from FSSAI website should furnish the Tender cost of Rs. 100/- through Bank Draft / Pay Order / Bankers Cheque along with the Bidding documents and EMD.

1.3 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

1.4 Each page of the Tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.

1.5 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.

1.6 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.

1.7 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded).

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

## 2. MINIMUM ELIGIBILITY CRITERIA

### Bidder's Eligibility Criteria (BEC)

- 2.1 Registration: Bidder must have enclosed registration certificates issued by Govt. authorities towards incorporation of the firm, Labour License, EPF and ESI License, GST No. The bidder shall also in possession of PAN / TIN connected to Income tax.
  - 2.2 The agency should not have been debarred / black-listed by any Central / State Government agencies.
  - 2.3 Legal Valid Entity: The Bidder shall necessarily be a legally valid entity. The bidding firm / agency/ company should be an Indian Organization for at least preceding five years as on the date of opening of the tender. A proof of supporting the legal validity of the Bidder shall be submitted.
  - 2.4 Financial Capacity: The bidders should have the minimum total turnover of Rupees 10 Lakhs each in the last 3 financial years in the similar business of providing services (2015-16, 2016-17 & 2017-18). Relevant proof in support shall be submitted.
  - 2.5 Experience: The Bidder should have experience in the similar field of providing services in Government Departments for the last three years continuously (the period to be calculated from April 2015 till March 2018). Relevant proof in support shall be submitted.
  - 2.6 In case the agency wishes to terminate the contract, he shall give three months advance notice in writing to this effect to FSSAI.
  - 2.7 In case of failure of the agency to commence work or in the event of breach of any of the terms of the contract, the security deposit of the agency shall be forfeited.
3. Documents supporting the Minimum Eligibility Criteria
- (i) In proof of having fully adhered to the minimum eligibility criteria at 2, attested copy of Incorporation Certificate issued by the Companies Registrar; or any other deed in support of Proprietorship / Partnership company shall only be acceptable.

(ii) Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2015-16, 2016-17 and 2017-18 should be attached

(iii) Attested copy of PAN and GST No shall be acceptable.

(iv) Attested copy of work orders along with work completion certificates/ongoing work certificates (starting from April 2015 till March 2018) issued by the Government Departments in support of having experience shall be acceptable.

4. EARNEST MONEY DEPOSIT:

- 4.1 The bid should be accompanied by an Earnest Money Deposit of Rs. 12,800/- (Rupees twelve thousand eight hundred only) in the form of Demand Draft, Pay Order, Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of Designated Officer, FSSAI Guwahati payable at Guwahati. The validity of the Demand Draft, Pay Order or Banker's Cheque must be up to 3 (three) months starting from the date of submission of the bids.
- 4.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the FSSAI in respect of any previous work shall be entertained.
- 4.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by the FSSAI.
- 4.4 The bids without Earnest Money shall be summarily rejected.
- 4.5 No claim shall lay against the FSSAI in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 4.6 The bid EMD shall be forfeited:
- (i) If the bidder withdraws his bid during the period of bid validity, or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required performance security deposit in accordance with the terms of tender document within the time frame specified by the Client.
    - (c) Fails or refuses to honour his own quoted prices for the services or part thereof.
- 4.7 Firms should submit work orders with work completion certificate of the same work (same work shall mean "Facility Management Services Comprising Housekeeping/ Security services").
- 4.8 Conditional bids / offers shall be summarily rejected.

## 5. VALIDITY OF BIDS

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

## 6. PREPARATION OF BIDS

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

### Documents comprising the Bid:

- a. Bid Submission Form duly signed and printed on Company's letterhead
  - b. Bidder's profile with undertaking
  - c. Signed and Stamped on each page of the tender document.
  - d. All Forms, duly filled and signed and stamped
  - e. Earnest Money Deposit of Rs.12,800/-
  - f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as mentioned in point 2.
- 6.3 The Technical Bid should then be kept in a separate sealed envelope, super scribed as "Technical Bid for Tender No. 11-06/GA/2014-FSSAI NER 23<sup>rd</sup> August 2018 with the name and address of the bidder.
  - 6.4 Financial Bid: Bidder should prepare financial Bid in the Price Schedule as provided in the Tender Document. Then the financial bid should be kept in a separate sealed envelope, super scribed "Financial Bid for Tender No. 11-06/GA/2014/FSSAI - NER dated 23<sup>rd</sup> August 2018 with the name and address of the bidder.

## 7. SUBMISSION OF BIDS

- 7.1 The Bidder shall submit his bid in a sealed envelope containing two separate sealed envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly super scribed. Bid for facility management (housekeeping & security) services at FSSAI, Regional Office-Guwahati.

- 7.2 The Bid shall be submitted not later than **13 00 hours of 13<sup>th</sup> September 2018** addressed to Joint Director, FSSAI, North Eastern Regional Office, Milan Path, Juri Par, Panjabari Road, Sixmile, Guwahati -781022.
- 7.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension for couriers shall be granted.
- 7.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of Food Safety and Standards Authority of India reserves right to extend the date / time for receipt of bids, before opening of the Technical Bids.
- 7.5 Late Bids : Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.
8. BID OPENING PROCEDURE
- 8.1 The Technical Bids shall be opened at office of Food Safety and Standards Authority of India, Guwahati on **13<sup>th</sup> September 2018 at 15:00 hours** by the Committee authorized by the competent authority of Food Safety and Standards Authority of India in the presence of such bidders who may wish to be present or their representatives.
- 8.2 The financial bids of only those bidders who's Technical Bids are qualified, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 8.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 8.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 8.5 All the Bidders or their representatives present shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 8.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meet the minimum eligibility criteria as specified in the Tender Document.
- 8.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 8.8 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid bid.

8.9 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remained unaltered.

9. CLARIFICATION ON TECHNICAL BID EVALUATION.

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

9.2 If a bidder does not provide clarifications of its bid by the date and time set in the Client's request for clarification, its bid may be rejected.

9.3 Client also reserves right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

10. TECHNICAL BID EVALUATION

10.1 The Client shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.

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

- (i) The responsiveness of the bid, i.e; receipts are duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- (ii) Receipt of valid EMD with requisite amount in acceptable format.
- (iii) Documents in proof of meeting the minimum eligibility criteria.
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.

10.3 A substantially responsive bid shall be 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 and their financial proposals will be returned unopened.

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

11. FINANCIAL BID OPENING PROCEDURE AND DETERMINATION OF THE SUCCESSFUL BIDDER

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

- 11.2 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 11.3 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process.
- 11.4 The bidder meeting the minimum eligibility criteria with the lowest bid price (subject to arithmetical correction) shall be empanelled at their respective lowest prices.

## 12. RIGHT OF ACCEPTANCE:

- 12.1 Food Safety and Standards Authority of India, Guwahati reserve all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of Food Safety and Standards Authority of India, Guwahati in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of Food Safety and Standards Authority of India, Guwahati reserves the right to award any or part or full contract to any successful agency (i.e) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency (ie) that has/have been awarded the contract, the competent authority of Food Safety and Standards Authority of India, Guwahati reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- 12.5 Food Safety and Standards Authority of India, Guwahati may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

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

- 13.1 After determining the successful Lowest Bidder(s), Client shall issue a Letter of Acceptance (LOA), in duplicate, to all the empanelled Agency(s) / Firm(s) who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within Three (3) days of receipt of the same by him.

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

13.3 The time taken between the date of issue of LOA and Notice to Proceed shall not prevent the contractor for mobilization.

#### 14. RETURNING OF EARNEST MONEY DEPOSIT

14.1 The Earnest Money Deposit of the unsuccessful bidders shall be returned within 30 (Thirty) days after awarding the contract to the successful bidder.

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

14.3 If the tender is scrapped by the client after opening of the financial bid, the EMD of all the bidders is to be returned within 30 days of scrapping the tender.

## SECTION-6

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

#### 1. DEFINITIONS

##### 1.1 General

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

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

## 1.2 CONFIDENTIALITY

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

## 2.0 PERFORMANCE / SECURITY DEPOSIT

2.1 The successful bidder(s) within fifteen days of the acceptance of the LOA shall execute a Performance / Security Deposit in the form of a Bankers Cheque / Pay Order / Demand Draft of any commercial bank, a sum which shall be equivalent to 10 % (Ten percent) of the estimated value of contract, as may be decided by the Client, in favour of Designated Officer, FSSAI Guwahati payable at Guwahati. The EMD of the successful bidder can be adjusted against Security Deposit and balance amount can be paid by the bidder **within 15 days of acceptance of LoA.**

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

- a) If the contractor is called upon by the competent authority of Food Safety and Standards Authority of India to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and Food Safety and Standards Authority of India shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the purchaser, which may have been issued to the contractor

3. NOTICE TO PROCEED

After the acceptance of the LOA and securing Performance / Security Deposit from the successful bidder, Client shall issue the 'Notice to proceed', to the contractor authorizing him to provide Facility Management (Housekeeping / Security) services.

4. SIGNING OF CONTRACT AGREEMENT

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

4.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their concurrence.

4.3 The successful Bidder shall return the duly concurred copies of the draft Articles of Agreement within Two (02) days of receipt of the draft Articles of Agreement from Client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 The Competent Authority of the Client shall sign the Contract agreement and return a copy of the same to the successful bidder.

5. COMMENCEMENT OF SERVICES

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

5.1 After issuance of Letter of Acceptance (LOA) by the Client to the empanelled Suppliers.

5.2 Submission of Security Deposit in accordance with Clause 2

6. CONTRACTOR'S OBLIGATIONS

6.1 The empanelled Contractor shall provide the services to Client's as per the terms and conditions of the tender document which may be amended from time to time by the Client during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the Client from time to time.

6.2 The Contractor shall provide services deployed shall be employees of the Contractor only and the Client shall not in any manner be liable and all statutory liabilities shall be paid for by the Contractor.

- 6.3 The Contractor shall provide insurance cover to its employees in personal accident and death whilst performing the duty and the Client shall own no liability and obligation in this regard.
- 6.4 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Services in accordance with Schedule of Requirements.
- 6.5 The employees of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 6.6 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the Client shall not have any liability whatsoever on this account. **The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income tax laws and Minimum Guaranteed Wages Laws of Govt. of India (Ministry of Labour & Employment), Contract Labour (Regulations Abolition Act) or any other law in force.**
- 6.7 The Contractor shall not employ any person as in Client's office below the age of 18 years old.

## 7. CONTRACTOR'S LIABILITY

- 7.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing Facility Management (Housekeeping / Security) services to the Client.
- 7.2 Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 7.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- 7.4 The contractor shall ensure that all the employees provided under this contract to FSSAI, should be Police verified and their antecedents should be made available to the client within one month from the date of award of contract.

## 8. VALIDITY OF CONTRACT

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

## 9. PAYMENTS

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

## 10. FORCE MAJEURE OBLIGATIONS OF THE PARTIES

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

- (i) War, hostilities, invasion, act of foreign enemy and civil war;

- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

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

10.1. the date of commencement of the event of Force Majeure;

10.2 the nature and extent of the event of Force Majeure;

10.3 the estimated Force Majeure Period,

10.4 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

10.5 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

10.6 any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## 11. TERMINATION

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

11.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

11.2 The Contract may be terminated forthwith by the Client by giving written/notice to the Contractor, if:

11.3 In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event the security deposit in the form of Performance /Security Deposit submitted by the Contractor shall be forfeited and encased.

11.4 The Contractor does not provide Facility Management (Housekeeping /Security) services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements.

11.5 the Contractor goes bankrupt and becomes insolvent.

## 12. DISCLAIMER

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

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

## 13. INSOLVENCY

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

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any assignment or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

- i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- ii) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

## 14. CURRENCIES OF BID AND PAYMENTS

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

15. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

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

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## SECTION-7

### [SPECIAL CONDITIONS OF CONTRACT (SCC)]

1. The special conditions of Contract shall supplement the "Instructions to the Bidders" as contained in Section 5 and General Conditions of the Contract (GCC) as contained in Section 6.
2. The successful bidder/ Contractor is solely liable to fully indemnify and keep Client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Acts. Client shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.
3. The Client reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract entered into with the Client.
4. The Client reserves the right to blacklist a bidder for a suitable period in case he fails to honour his bid without sufficient ground.
5. The engagement and employment of employees and payment of wages to them as per existing provisions of various labour laws, Minimum Guaranteed Wages of GoI (Ministry of Labour & Employment) and regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract.

## **SECTION-8**

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

In this Schedule of Requirements / Services to be provided, all such other aspect of the Contracts are to be mentioned.

#### 1. GENERAL INSTRUCTIONS

- 1.1 The employees of the Contractor shall not be the employees of the Client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.2 Contractor shall ensure that the employees are always disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out the work.
- 1.3 The Contractor shall cover their employees / personnel as per statutory obligations.
- 1.4 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by his employees deployed by him.

#### 2. PENALTIES

- 2.1 The Contractor shall ensure deployment of personnel on a regular basis and imposed upon complaint if any and non compliance within 15 days of such complaint, the contract shall liable to be terminated. Security Deposit shall be forfeited. The Client will have the power to appoint any other agency at the risk and cost of the Contractor.
- 2.2 Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the Client, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.

#### 3.0 Scope of Work for Housekeeping Services:

- 3.1 The scope of work for hygiene & housekeeping services to be provided is referred as "Mechanized Housekeeping Service".
- 3.2 Cleaning Services: The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. The firm has to ensure that the staff deployed is dressed in neat and clean uniform.

3.3 Daily Service: Housekeeping / cleaning services should be done daily from Monday to Friday at regular intervals, so all the areas will cover. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed before 08.30 A.M.

3.4 Mechanized Housekeeping services:

S.N	Nature of work	Frequency	No of times
1.	Cleaning/sweeping/mopping of all rooms of the Deptt. Including staircases, cabins, lobbies, reception, walls, ceiling, dusting of Computer systems and their peripherals, furniture, fixtures, , grills, glass and window panes etc.	Daily	Once(morning)
2.	Cleaning and dusting of electrical switchboards, light fixtures, fans, overhead li ht fixtures, name lates, etc.	Daily	Once(morning)
3.	Spraying Room Fresheners in all the rooms.	Daily	Once(morning)
4.	Cleaning and disinfecting of toilets/ bathrooms including floor cleaning, side wall cleaning, baskets/waste paper baskets/ washbasin/sanitary fittings and urinals cleaning, dustbin clearance.	Daily	Twice
5.	Regular replenishment of toilets viz. disinfectants, toilet paper, liquid soap, naphthalene balls, odonil etc. in the toilets bathrooms.	Daily on need base	To be replenished whenever the item is exhausted.
6	Collection of sweepings, dustbin collections and placing them at desi nated disosal laces.	Daily	Twice(morning and afternoon)
7	The garbage collection and disposal through the firm's own arrangements includin transportation.	Daily	Once

3.5 Weekly service (on any working day from Monday to Friday)

The deep cleaning of the entire area will be done by the agency once a week (on any working day specified by the client) as under:-

- (i) Dusting of entire area including windows/ windowpanes/doors etc.

(ii) Thorough cleaning / sweeping/washing/mopping with disinfectant cleaners of all floors and toilets, scrubbing of all floors.

(iii) Cleaning of all window glasses and grills with detergent/cleaning agents.

### 3.6 Pest and Rodent Control services

(i) The agency shall take effective measures for Rodent and Disinfection Services in the area.

(ii) The agency will be responsible for any damage to human/machinery by any chemicals used by them.

### 3.7 Resource Requirement

The agency has to provide high standard housekeeping services with latest cleaning equipments /floor cleaning machines as required.

3.8 The housekeeping services will be required for 22 days a month on all working days

### 4.0 Scope of work for Security service:

4.1 The agency shall be fully responsible for the security / watch in the premises of FSSAI Offices **for 24 x 7 round the clock services in a month.**

4.2 A complete list of the security personnel, engaged by the agency for deployment in the offices/premises may be furnished by the agency along-with complete addresses after award of contract.

4.3 The agency shall not replace the security personnel at random without the prior knowledge of the Authorized officer. Full particulars of the security personnel so deployed shall be given to the Designated Officer.

4.4 The agency shall be liable to make alternative arrangements in case of the leaves/ absence of the security personnel. Similarly, the agency shall have to make alternative arrangements in case of National Holiday/Gazetted Holiday/Weekly Off. The agency shall keep sufficient number of leave reserves so that 24 x 7 round the clock security is not compromised.

4.5 In case of absence of Security Guard(s) on any particular day, compensation @ of Rs. 500/- per guard(s) per absence will be recovered from the monthly bill of agency.

4.6 The agency shall ensure that no time any security point is unmanned. A duty register (duty signed by the employees) shall be maintained by the agency which will be checked by the Designated Officer on daily basis. Double duty shall not be permitted unless specifically approved by the Designated Officer.

- 4.7 The main premises shall be guarded in all respects. The main building/offices shall be closed after working hours and locked in the presence of the representative of FSSAI. The premises in locked condition shall be unlocked in the next morning in the presence of the representative of FSSAI,
- 4.8 The agency shall compensate to FSSAI in full for the loss sustained on account of theft, burglary and any other kind of intrusion in FSSAI premises/ areas given for security. The amount of loss to be compensated by the Agency shall be determined by the Designated Officer. The agency shall also be fully responsible for any loss of materials and property of FSSAI attributable to the negligence or failure of the security personnel in complying with the prescribed procedure.
- 4.9 A single duty shift will have normal duration of 08(Eight) hours. FSSAI shall fix timings of the various shift duty i.e.
- 1st shift— 0600 hrs to 1400 hrs,
  - 2<sup>nd</sup> shift - 1400 hrs to 2200 hrs,
  - 3<sup>rd</sup> shift- 2200 hrs to 0600 hrs,
- 4.10 The agency shall arrange to provide dress / uniform to all the security personnel on duty and ensure good behaviors with all the staff of FSSAI as well as with the visitors visiting to FSSAI. The agency shall provide separate dress, for summer and winter seasons. The dress shall be of uniform colour and design. Each person deployed by the agency shall wear a name plate bearing his name.
- 4.11 FSSAI shall not be liable to provide any residential accommodation to the security personnel. No cooking or lodging shall be allowed in the premises of FSSAI.
- 4.12 The security staff shall be bound to observe all the instructions issued by Authorized Officer, FSSAI for general discipline and behavior. In case, any person employed is inefficient, quarrelsome, and infirm or indulges in unlawful activity or the like, the agency shall replace such person with a suitable substitute immediately.
- 4.13 FSSAI shall not be responsible financially or otherwise for any injury to the security personnel in the course of performing the security functions. The agency shall bear all expenses in connection with the employment.
- 4.14 The agency shall not be permitted to transfer / assign his rights and obligations under the contract to any other agency or organization.
5. Duties and responsibilities of Security Staff:
- 5.1 To perform watch and wards functions including night petrol on the various points.

5.2 To prevent unauthorized entry, the security personnel should be able to categorize the legitimate visitors without causing any embarrassment to them.

5.3 Visitors / strangers shall not be allowed in the premises, unless otherwise permitted by the Designated Officer. To allow entry to visitors, after an entry has to be made in the Visitors' register.

6.0 Requirement of Manpower for Housekeeping and Security services at Guwahati

Facility Management Services		
	Regional Office, Guwahati	Total
Housekeeping (for working days in a month -22 days)	02	02
Security (Round the clock) in 8 hours i.e. three shifts, 365 days	01 x 03 shifts	03

Note: The agency shall keep sufficient number of leave reserves so that 24 x 7 round the clock security is not compromised.

## SECTION-9

## [PRICE SCHEDULE]

PRICE FORMAT /COMMERCIAL BID[To be sealed and placed in Envelope (ii)]Envelope to be Super Scribed as 'Financial Bid' Facility Management Services  
(Housekeeping & Security Services)**A.**

Sl. No.	Components	Housekeeping (In Rs.) For 22 days		Security Guards (In Rs.) For 26 days		Total Monthly Amount (In Rs.)	Remarks, if any
		III	IV	V	VI		
I	II	Per Day	Per Month	Per day	Per Month		
(i)	Wage Rate plus variable DA as applicable as per statutory norms						
(ii)	Add: All Monthly ESI Statutory Emoluments/ Dues & Liabilities (i.e.ESI & EFP) <b>EPF/PF</b>						
(iii)	Relieved/weekly off @ 1/6 <sup>th</sup> of total (wages + statutory dues)	Not Applicable	Not Applicable				
(iv)	Add: Administrative / Service Charges (i.e. agency's profit) including expenditure on dress etc. if any #						
(v)	Sub Total (Amount)- (i+ii+iii+iv)						
(vi)	Add: Applicable GST as per present rates @ 18%						
(vii)*	Total Amount- (v + vi)						
(viii)	Total Qty of Personnel Reqd.	02 Heads		03 Heads			
(ix)**	GRAND TOTAL AMOUNT						

\*Total Amount for One Person

\*\*Grand Total Amount (02 Housekeeping) and (03 Security Guards)

# Administrative charges shall be over &amp; above as per statutory norms.

**B Cleaning Chemical Calculation (per month)**

S.No.	Description of Chemicals required	Application Area	Required Quantity per month	Unit Cost(Rs)	Total Cost
1	R1 Bathroom Cleaner	Bathroom item			
2	R2 Hard Surface Cleaner	Tiles, Marble, Granite			
3.	R3 Glass Cleaner	Glass Cleaner			
4.	R5 Room Freshener	Room Freshener			
5.	R6 Toilet Bowl Cleaner	Urinals, Commodes			
6.	R9	Toilet Cleaner			
7.	Spiral floor Cleaner	Floor			
Total					

**C. Summary of Total Machine & Chemical Cost per Month**

Chemical Consumables & operating cost of Machines per month	Cost (In Rs)
GST	
Total	

**D. Summary of Total Cost of Facility Mgmt (per month) : A+ C****Note:**

1. The Contractor is to quote the rate in INR two decimals.
2. The rates are to be quoted both in figures and words. No over writing or cutting allowed.
3. The above quantities, wherever indicated are only for the purpose of evaluation. The requirement may increase or decrease, FSSAI, Guwahati in this regard shall be final and binding on the Contractor.
4. Also mention annual or once in three years % increase in wages.
5. The Minimum Guaranteed wages of GoI (Ministry of Labour & Employment) are applicable

6. The bidders are advised to go through the tender document carefully before quoting prices.  
Evaluation of Bids shall be done in terms of the conditions specified in Section 10 of the tender document.
7. Payments shall be made by the Client as per the terms and conditions of the Tender Document.
8. Prices shall be valid for a period of one year. No price escalation shall be entertained during the period of the Contract as specified in the tender document.

Signature of Bidder with office Seal  
Name of Person submitting Bid

**SECTION-IO**

**FORMS**

Section 10.1	FORM-I	FORM FOR FINANCIAL CAPACITY
Section 10.2	FORM-II	ARTICLES OF AGREEMENT
Section 10.3	FORM-III	LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

FORM-I

FORM FOR FINANCIAL  
CAPACITY

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

FORM-II

CONTRACT AGREEMENT NO 11-06/GA/2014-FSSA1 - ER

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

AND

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

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through tender, vide Notice Inviting Tender dated .....
- II. AND WHEREAS the Contractor submitted his bid vide.....in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client
111. AND WHEREAS the Client has selected M/s.....the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LOA) No. to the Contractor on .....for a total sum of [Rupees ..... Only].
- IV. AND WHEREAS the Client desires that the Facility Management Service (House Keeping / Security) (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- v. AND WHEREAS the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the Facility Management Service (House Keeping / Security) of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- VII AND WHEREAS the Contractor shall be responsible for payment of GS T.
- VIII. AND WHEREAS the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
  2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
    - (a) The Letter of Acceptance (LOA) issued by the Client.
    - (b) Notice to Proceed (NTP) issued by the Client
    - (c) The complete Bid, as submitted by the Contractor.
    - (d) The Addenda, if any, issued by the Client.
    - (e) Any other documents forming part of this Contract Agreement till date.  
(Security Deposit)
    - (f) Charges - Schedule annexed to this Article of Agreement
    - (g) Supplementary Agreements executed from time to time.
  3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
  4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- x. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the  
Contractor (Authorized  
Signatory)

Signed on behalf of FSSAI  
(Authorized Signatory)

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

To

Joint Director  
Food Safety and Standards Authority of India, North Eastern  
Regional Office, Milan Path, Juri Par Panjabari Road, Sixmile,  
Guwahati -781022.

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

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

Order of Preference	Name	Specimen Signatures
i.		
ii.		

Signatures of Bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the Bidder

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

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

**SECTION -11**

**[CHECK-LIST]**

CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES NO
1.	Have you filled in and signed the Bid Form in the letterhead?	
2.	Have you read and understood all the terms and conditions of the tender document / contract and shall abide by the?	
<b>TECHNICAL BID</b>		
3.	Have you enclosed the EMD of Rs.12,800/- in the Technical Bid ?	
4	Have you enclosed cost of Tender Form of Rs 100/- if downloaded from website.	
5.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
6.	Have you attached proof of having met the following minimum eligibility criteria?	
6.1	Legal Valid Entity: Have you attached attested Certificate?	
6.2	Financial Capacity: Have you attached Audited Balance Sheets showing minimum turnover in the similar business of Facility Management Services (Housekeeping & Security)	
6.3	Registration with Government Bodies like PAN, GST: Have you attached a Registration copy of each of the certificate?	
6.4	Experience: Have you attached the attested experience certificates issued by the Government Departments of the last three (3) years?	

7.	Have you attached the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
8.	Have your Technical Bid been packed as per the requirements of the Tender?	
	FINANCIAL BID	
9.	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
10.	Have you quoted prices against each of the category ?	
11.	Have your financial bid been packed as per Tender ?	

## Section- 12 List of Service providers

Sr. No.	Name
1	M/S Balaji Enterprise, Boragaon, Guwahati, Assam, PIN- 781033
2	M/S D. S. Enterprise., Mirza, Palasabari, Kamrup (Rural), Assam PIN- 781128
3	M/S Rani Enterprise., Rani gate, Near BSF Camp, P.O. Azara, Kamrup (M) PIN781017
4	M/S Brahmaputra Service, C/O Hiranya Sharma, Silarai Market, Mangaldoi Town, Dist- Darrang, Assam PIN- 784125
5	M/S Parag Services, C/o Deepak Kalita, Mangaldoi, Dist-Darrang, PIN- 784125
6	M/S Inter State Security Agency, 16, Garpar Road, Kolkata-700009.
7	M/S Spectrum Enterprise, 93/H/16, Dr. Suresh Chandra Banerjee Road,Kolkata-700010.
8	M/S Benchmark Security & Detective Agency, Block-IA Market, Shop No-7, Purbachal, Sector-111, Salt Lake, Kolkata-700097.
9	M/S Star Security Services, 35/R, Christopher Road, Kolkata-700014.
10	M/S Clifford Facility Services Pvt Ltd, IOA, Chapel Road, Hasting, Kolkata700022
11	M/S Sky Management Services, 31C, Bosepukur Road, Kasba, Kolkata-700042.
12	M/S S AND 1B Services Pvt Ltd, 1, Adyanath, S Road, Laketown, Kolkata700048.
13	M/S Group L services Pvt Ltd, 20/1, Ashutosh Choudhary Ave, Bullygunge, Kolkata-700019.
14	M/S Smart Group facility management Services, 19, Dum Dum Road, RBI Staff Quarter, Birpur,Paikpara,Kolkata-700030.
15	M/S Nihar Enterprise, B.T.Road, Rathtala,14, Hari pada Mukherjee Road, Belgharia,K01kata-700056.
16	M/S NIS Management Pvt Ltd, 58/99 Prince Anwar Shah Road,Lake Garden,K01kata-700045.
17	M/S Panther Security Services, Kaji Najrul Islam Sarani,Udayrajpur, Madhyamgram,Kolkata-700129.
18	M/S Hindustan Security Services, Kutulsahi Road, Barasat, Kolkata-700127.
19	M/S Biswas Security services, GA-79, Upen Banerjee Road, Behala, Kolkata700060.
20	M/S United Security services, 176, Maniktala Main road, kankurgachi, Kolkata700054.
21	M/S International Security Services, Dwarka Building, 24, Netaji Subhas Road, Liluah, Howrah- 711204
22	M/s Prayash Security & Manpower Services, House No-37, Ananda Nagar, Six Mile Khanapara, Guwahati-22
23	M/s Bodoland Security Services, Ananda Nagar, Six Mile, Guwahati-22
24	M/s Shivam Security & Allied Services, 2/141, Dumdum (Cossipore) Road Dumdum, Kolkata-700074
25	M/s Protection Security Services, Hem Chandra Road, Uzan Bazar, Guwahati-781001

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