



**Food Safety and Standards
Authority of India**



Request

For

Expression of Interest (EOI)

For

Selection of Agency

For running a Creche/ Day Care Centre

For

Food Safety and Standards Authority of India and
Central Drugs Standard Control Organisation

DISCLAIMER

THIS REQUEST FOR PROPOSAL IS NOT AN OFFER BY THE FSSAI, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTERESTED BIDDERS FOR SELECTION TO RUN A CRECHE. NO CONTRACTUAL OBLIGATION WHATSOEVER SHALL ARISE FROM THE RFP PROCESS UNLESS AND UNTIL A FORMAL CONTRACT IS SIGNED AND EXECUTED BY THE FSSAI WITH THE BIDDER. THIS DOCUMENT SHOULD BE READ IN ITS ENTIRETY.

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1. About FSSAI

1.1 The Food Safety and Standards Authority of India (FSSAI), Headquartered at Delhi, has been established under Food Safety and Standards Act, 2006 which consolidates various Acts & Orders that had hitherto handled food related issues in various Ministries and Departments. It is responsible to lay down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption.

1.2 FSSAI has been mandated to perform following functions:

- Framing of Regulations to lay down the Standards and guidelines in relation to articles of food and specifying appropriate system of enforcing various standards thus notified.
- Laying down mechanisms and guidelines for accreditation of certification bodies engaged in certification of food safety management system for food businesses.
- Laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories.
- To provide scientific advice and technical support to Central Government and State Governments in the matters of framing the policy and rules in areas which have a direct or indirect bearing of food safety and nutrition.
- Collect and collate data regarding food consumption, incidence and prevalence of biological risk, contaminants in food, residues of various, contaminants in foods products, identification of emerging risks and introduction of rapid alert system.
- Creating an information network across the country so that the public, consumers, Panchayats etc receive rapid, reliable and objective information about food safety and issues of concern.
- Provide training programmes for persons who are involved or intend to get involved in food businesses.
- Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.
- Promote general awareness about food safety and food standards.

2. Purpose of the EOI

FSSAI intends to appoint an agency for running/managing Creche for children with age ranging from 3 months to 10 years either through an NGO or by personal participation of any agency on yearly contract extendable thereafter on year to year basis in the premises of FDA Bhawan, Kotla Road, New Delhi – 110 002. The office of CDSCO is also located in FDA Bhawan. The Creche has been newly created 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 layout with 3D view is attached to this EoI. It has a presently estimated to accommodate 32 children. The

security, house-keeping, consumables for toiletries, electricity & water charges, and maintenance of the Creche will be the responsibility of 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 who are ready to provide their services with utmost care. FSSAI commits to provide financial support to the selected agency so as to ensure that it will be able to secure minimum Creche running cost of deployment of required staff/manpower and other administrative expenditure incurred therefor. This support may be would be paid on the basis of actual shortfall explained by the selected agency and as fixed/admitted by FSSAI.

3. Eligibility Criteria / Pre-Qualification Criteria

The Agencies who fulfils the following minimum eligibility criteria shall be eligible to apply.

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) Three similar services of managing/running Creche/Day Care Centre with childrens' total strength of 30 in each facility in different age groups viz 6 months to 6 yrs

OR

(ii) Two similar services relating to managing/running Creche/Day Care Centre with total Childrens strength of 40 in each facility in different age groups viz 6 months to 6 yrs

OR

(iii) One similar services relating to managing/running Creche/Day Care Centre with total Childrens strength of 65 children in different age groups viz 6 months to 6 yrs

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.

Average annual financial turnover should be at least Rs. 10 Lakhs or more during each of immediate preceding three financial years.

Any NGO or other agency/firm/individual having expertise and experience in running/managing Creche/Day Care Centre solely located in Delhi/New Delhi or its adjoining NCR area only can participate in the bid.

Agencies that are debarred or blacklisted by any Govt Departments or any other organisation/Society whatsoever are not eligible to participate in the bidding process. A Certificate is to be submitted along with the bid by the bidders to the

effect that they are not debarred or blacklisted by any Govt Department or private agency and neither any case is pending or is under investigation on charges of corruption, unfair trade practices, mishandling/abusing children. In the event of any false information or/and on revealing of any such fact later, even if work is awarded, it shall be withdrawn.

4. Bid Document and its submission

4.1 Bid Format:

The EOI is being invited from the reputed well established firms/NGOs/individual in the sealed envelope super-scribing as [“Expression of Interest for selection of Agency for running Creche”].

4.2 The Bid shall contain bidder profile, detailed presentation delineating organizational strength, key areas of expertise, financial capability, status of the bidding agency along with special awards/appreciation for the work done or any other relevant details during the preceding three years and giving relevant experience of identical work done during last five years. FSSAI do not intend to charge any amount from the selected agency towards award of contract/provisioning of services. 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. Should the bidder consider necessary to provide any information/their own view point for the proposed work, it may submit the same along with the bid. It may be noted that the selected bidder shall be required to submit Performance Guarantee within 10 days from the date of receipt of selection/award letter equivalent to an amount of Rs.1,00,000/- (Rupees One Lakh Only) which will remain valid for 60 days beyond the period of contract.

4.3 Copies of Response:

Respondents must submit one (01 Nos) hard copy along with soft copy of presentation to the designated point of contact by the date and time specified in the EOI.

4.4 Validity of Bid:

The bids submitted by the bidders would remain valid for minimum of 120 days calculated from the last date of submission.

4.5 Response Date/Time/Venue:

Responses to this EOI are due on the 04 October, 2018 on or before 1300 hours. The Bid envelope super-scribed as “EOI for selection of Agency for running Creche” must be submitted to the designated point of contact viz. Assistant Director (GA), FSSAI, 3rdFloor, FDA Bhawan, Kotla Road, New Delhi-110002.

5. Opening and Evaluation of Bids:

5.1 The Bids will be opened on 4th Oct, 2018 at 1500 hrs in the presence of bidders who choose to remain present. The Evaluation shall be carried out based on the documents submitted by the bidder for bid, subsequent presentation before the committee comprising of officers of FSSAI , and discussions with them.

5.2 The successful bidder will have to enter into an agreement based on terms and conditions contained in this document and other matters agreed upon amicably between both parties.

5.3 Evaluation Criteria:

Bids will be evaluated which are found to be fulfilling the eligibility and qualifying requirements of the RFP.

The bids received against this EoI will be analyzed by the evaluation committee based on the qualifying criteria and presentation/discussions with the bidders. Preference will be given to the experienced and dedicated/sincere firms/individuals/NGOs carrying out the similar job successfully with supporting documents.

6. Selection of Agency/Award of Contract

6.1 The bid evaluation committee would recommend selection of bidders based on available documents, presentation/discussions held with the bidders and would evolve its own method of evaluation.

6.2 The successful bidders will have to enter into an agreement with FSSAI comprising of various clauses agreed upon amicably between both parties. Suitable and mandatory changes will also be added in the agreement for smooth execution of the contract.

7. Terms and Conditions of Engagement

7.1 Responsibilities of the Creche/Day Care Centre Running Agency

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.

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 creche 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 sub contract or entrust management of the Creche to any other agency/person.

h. The selected agency will be provided fully furnished Creche on as is where is basis. The water and electricity connections and their availability and telephone facility 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/outsideers 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 1630hrs, 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 provided to the selected agency by FSSAI periodically. However, in case of any emergency or frequent requirement of such items, the same will be procured and made available by the agency which will be reimbursed by FSSAI.

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 Agency shall deploy minimum one supervisor and two Aayas/attendants irrespective of children's minimal strength. In case children's strength is low, the agency shall be getting an amount equivalent to monthly shortfall of the total expenditure incurred from FSSAI every month. The expenditure incurred would be arrived at after ascertaining the inputs from the agency wrt payment of minimum wages and any other expenditure (as considered reasonable by FSSAI) incurred in smooth running of crèche. This clause to be read with para 9.1 & p of this EoI.

o. 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.

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

S.No.	Children Age Group	Number of Children	Manpower Requirement	
			Number of Crèche Supervisor	Helper (Female Manpower Only)
(a)	6 Months to 6 Years	10	1 (One Only)	1
		20		2
		30		3
		40		4
		50		5
Total		max 50	1+5 = 6 numbers	

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

S.No.	Description	Number of Children	Amount (in Rs.)		Amount (in Rs.)
			On Monthly Basis		On Daily Basis
			Registration (One Time Non Refundable)	Fees Per Month	
(a)	All FSSAI / CDSCO / MoH & FW Employees Children	Upto 30	2000	1500	150
(b)	Children of Govt Sector Employees/PSUs/Banks etc.	Next 10	Not more than three times of the charges mentioned (a) above.		

(d)	Others	Next 10	Not more than five times of the charges mentioned (a) above.
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* 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.

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

s. 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.

t. 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 or the CDSCO would be responsible or liable for the same. The maximum number of children's strength will be not more than 50. However, in case of genuine requirement of accommodating more children, the agency will submit details justifying the requirement based on which Creche infrastructure could be expanded subject to its feasibility as considered appropriate by FSSAI.

u. The Joint Management Committee of FSSAI/CDSCO would be overall responsible to oversee the affairs of running of Creche. FSSAI/CDSCO shall have the right to make inspection of the Creche premises and its functioning at any time.

v. 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.

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

8. Other Conditions/Guidelines

8.1 The Applicant finally selected will be required to sign an Integrity Pact as part of the agreement.

8.2 Applicants must acquaint themselves fully about the assignment and the local conditions before submitting the Proposal. They may visit the site with prior intimation to AD(GA)/Head (GA & Legal) during office hours on any working day between 1100 hrs to 1630 hrs.

8.3 All latest information and clarifications sought, if any, on the EoI will be posted on the FSSAI's website. Applicants are advised to visit the website regularly.

8.4 The Applicant shall submit the Proposal in the form and manner specified in the text and Appendices of the RFP. There is no RFP / Tender fee required to be paid. An Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand only) through Bankers' Cheque/Pay Order/Bank Guarantee shall be paid in favour of Sr. Accounts Officer, FSSAI payable at Delhi/New Delhi.

8.5 An Applicant is eligible to submit only one Proposal.

8.6 The FSSAI reserves the right to reject any Proposal if, at any time, a material misrepresentation is made or discovered, or the Applicant does not provide responses or clarifications sought by FSSAI within the stipulated period.

8.7 The proposals must reach before the stipulated date of submission. Late submission shall not be accepted, due to any reason whatsoever viz. postal delay etc.

8.8 The Applicant should sign each page of the Proposal including the RFP/EoI. Additional pages should also be signed & stamped.

8.9 The FSSAI reserves the right to modify any part of the RFP any time before submission of the proposals, giving sufficient notice to all the Applicants to respond. Changes may be communicated to all the Applicants through physical or electronic means viz. through website of FSSAI. The Applicants are required to acknowledge the receipt of the changes.

8.10 The selected agency is required to provide to FSSAI its services without prejudice or conflict of interest, in a manner that best suits the interests of the FSSAI/CDSCO.

9. Terms of Payment:

9.1 The selected agency will be entitled to seek reimbursement to make up for the gap between the expenditure incurred by it towards payment of wages for one supervisor and two aayas/female attendants & other administrative charges and the income/realization through charges for children. In the

eventuality of such charges exceeding the expenditure and the administrative charges, the same will be deposited with FSSAI.

9.2 The payments by the FSSAI towards shortfall, if any, in managing Creche shall be made by transfer of funds in a bank account of the selected agency payable or made as stated in this EoI. Decision in this regard by FSSAI shall be final and the selected agency will be bound to accept the same and no representation/appeal etc. shall be considered/entertained.

10. JURISDICTION

This Award of work / agreement is subject to the jurisdiction of Delhi/New Delhi only.

11. EOI/Award of Work Cancellation:

FSSAI reserves the right to withdraw this EOI at any stage if FSSAI feels that such action is in the interest of FSSAI or otherwise. The selected agency would be required to give at least three months' notice to FSSAI, if its management intends to cancel the contract/agreement for the assigned job.

12. Pre-Bid Meeting and Designated Point of Contact

A pre-bid meeting will be held on 19th Sept 2018 at 1100 hrs at 3rd Floor, FSSAI, FDA Bhawan, Kotla Road, New Delhi-110 002. Interested parties may attend the same and brief record of proceedings would be communicated thereafter by publishing on fssai official website. FSSAI's official single point of contact for this EOI and the delivery point for responses and correspondence is:

Assistant Director (G A)
Food Safety and Standards Authority of India (FSSAI)
3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002
Telephone No.- 011 23237442

13. Annex - Response Format for the Bid

Form I - General Information of the Respondent

I. General Information			
Particulars	Details to be Furnished		
Details of the Respondent			
Name			
Address			
Incorporation of company/firm Date: ROC Ref or any other Ref:			
Commencement of business, if applicable or start up Date: ROC/Other Ref:			
Status (Public/Pvt. Ltd, Partnership, Proprietor Firm or Individual etc)			
Telephone including Mobile no.		Fax	
E-mail		Website	
Details of the Contact Person			
Name & Designation			
Address			
Telephone including mobile no.		Email	

Form II - Details of the Resource Persons

Sr. No.	Resource	Role	No. of Resources & their qualifications	Duration (months)
1.				
2.				
3.				
4.				

Declaration: -We,.....(the name of bidding agency), are agreed to provide services as per agreed rates/terms and conditions.

Authorized Signatory

Date:
Place:

14. DISCLAIMER

1. The information submitted in response to this EOI may be subject to public release (as per RTI norms). Therefore, it is advisable not to include proprietary or confidential business information in the response. Vendors responding to this notice assume the risk of public disclosure if confidential information is included.
2. This notice is not to be construed as a commitment by the FSSAI to contract for services. Please be advised that the FSSAI will not pay for any information provided as a result of this notice and would neither recognize nor reimburse any cost associated with any EOI submission.

