

F. No. 18-03/GA/2015-FSSAI

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
3RD FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

Dated, the 07 Oct 2016

TENDER NOTICE

TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF LIFTS AT FDA
BHAWAN, KOTLA ROAD, NEW DELHI-110 002

Food Safety and Standards Authority of India invites Sealed tenders from well-established Contractors/Suppliers/Lift Manufacturers for Design, manufacture, supply, installation, testing, commissioning and handing over in satisfactory working condition of lifts by replacing the existing old lifts in FDA Bhawan, Kotla Road, New Delhi 110002 in accordance with the terms and conditions stipulated in the tender document.

02. The duly filled-in Tender Document with relevant supporting documents may be submitted on or before **1st November, 2016 by 1300 hrs** addressed to Assistant Director (GA) , FSSAI, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi 110002 , along with separate Demand Draft / Pay Order for Rs.1,00,000/- (Rupees One Lakh only) (Non-interest bearing) as Earnest Money Deposit (EMD) in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

03. Blank Tender Document (non-transferable) for above work can be obtained from GA Division at the address given below on any working day from 14th Oct till 28th Oct 2016 (between 1000 hrs – 1600 hrs) on payment of required tender fee of Rs. 500/- (Rupees Five hundred only) (non-refundable) in cash or by Demand Draft / Pay order drawn on any nationalized/Scheduled Bank in favour of *Senior Accounts Officer, FSSAI* payable at New Delhi. The intending tenderers can also download the complete tender documents available on the web site www.fssai.gov.in and submit the same along with tender fee and requisite earnest money deposit by the due date & time.

04. Canvassing whether directly or indirectly in connection with tender is strictly prohibited and the tender submitted by the firms which resort to canvassing will be liable to be rejected

05. Amendment, if any, will be hosted on FSSAI website.

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

ASSISTANT DIRECTOR (GA)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



F. 18-03/GA/2015-FSSAI
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
3RD FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

Dated, the 07 Oct, 2016

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF LIFTS AT FDA
BHAWAN, KOTLA ROAD, NEW DELHI-110 002**

INSTRUCTION TO TENDERERS

GENERAL:

1.0 Tenderers are advised to acquaint themselves fully with the description of work, scope of services, time schedule and terms and conditions including all the provisions of the tender document before framing up submitting their tender.

SITE PARTICULARS

1.1 Tenderers may inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to nature of work, site conditions, means of access to the site etc. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the specifications. For site visit and any clarification/information/Assistance, the intending tenderers may contact the Assistant Director (GA), 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002 on any working day between 1000hrs-1600 hrs (telephone no.23237442). The prospective bidders may give their suggestion for improvement, if considered appropriate for the benefit of user.

SUBMISSION OF TENDER/BID:

1.2 a) A Tender complete in all respects may be submitted in A sealed cover, along with Earnest Money of Rs. 1,00,000/- and should reach the office of Assistant Director (GA), Food Safety and Standards Authority of India, 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002 on or before 1300 hrs on 1st Nov, 2016.

b) The tender will be submitted in two parts as under: -

(i) Technical Bid – Technical Bid consisting of all technical details along with supporting documents as per the check list and as specified in tender document except the price bid.

(ii) Financial Bid – Financial Bid indicates item-wise price for the items mentioned in the technical bid. This part shall contain the total price to be charged by the tenderers for executing the work, complete in all respects including applicable taxes. Sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations/assumptions/stipulations/clarifications/comments/any other request whatsoever. The buyback offer price of existing old lifts qty 02 Nos make ECE will be indicated and deducted from the total price quoted for the new lifts. The bidders may inspect the lifts for assessment on any working day between 1000 hrs to 1700 hrs.

Note: The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed as ‘Technical Bid’ or ‘Financial Bid’, as the case may be, and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed as “Tender Documents in response to Tender Notice dated _____ October, 2016 for supply of two new lifts at FDA Bhavan, New Delhi. DD/Pay Order for EMD should be placed inside the sealed envelope for technical bid.

2. Tenders, which are not complete in all respects, are liable to be rejected. The FSSAI reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.

2.01 While submitting the Tender, the tenderers will be deemed to have read, understood and accepted all the terms and conditions stated in the tender documents. Any doubt or clarification with regard to the interpretation of the terms and conditions stipulated in the Tender Enquiry may be got clarified from FSSAI Hqrs mentioned above at least 05 days before tender closing date.

3.0 Bidder’s Eligibility Criteria (BEC)

3.01 The bidder should be in case of a Contractor/Agency/Firm (empanelled with CPWD), a Lift Manufacturing Company/Firm on Design, Manufacturer, Supply, Installation, Testing and Commissioning of Lifts having minimum five years’ experience in the field & having been incorporated at least five years prior to the date of issue of tender document (Supporting documentary evidence should be submitted along with the bid).

3.02 The bidder must be registered with State / Central Government for Service tax /VAT/TIN and must be in possession of Permanent Account Number (PAN).

3.04 Experience: Bidder firms are required to submit documentary proof of having executed at least three similar jobs of value of not less than Rs.40 lakhs each in Central/State Govt, Public Sector Undertaking/Autonomous bodies and Large Private Sector Unit during the last three years (separate work orders with successful completion of the assigned work be submitted). The period of three years will be reckoned from the date of issue of this tender. Execution certificates issued by the user organizations in support of their credentials are to be enclosed.

3.05 The bidder should not have been blacklisted by any Central/State Government or its agencies and no investigation should be pending against it by any

Government/Government Agency on account of use of corrupt/unfair trade practices. A Certificate to this effect is required to be submitted by the bidder.

3.1 Financial eligibility Criteria:

- 3.1.1 **Annual Turn Over:** Turnover of the bidder firm should not be less than Rs.150lakhs per annum during each of the preceding 3years (a) 2013-2014 (b) 2014-2015, (c) 2015-2016. Financial statements viz Trading/Profit & Loss Account, balance sheet etc. for the previous three financial years along with the copy of ITR (Income Tax Return)duly certified by the Chartered Accountant may be furnished in Annexure-3. If the same is not available for FY 2015-2016, the same may be submitted for 2012-2013 with specifying reasons there for.
- 3.1.2 The bids not meeting the above requirements of BEC / Tender documents entirely and / or not accompanied with necessary documents shall be summarily rejected & shall not be considered for detailed evaluation.
- 3.1.3 A check list for submission of the relevant documents is enclosed as Annexure -7. Bidders are requested to ensure that all documents as per the check list are enclosed while submitting the offer. Duly filled in check list is also required to be submitted.
- 3.1.4 Tenderers are advised to submit the tender strictly based on the terms and conditions and specification contained in the Tender Document and not to stipulate any deviations. Conditional tenders are liable to be rejected.

4.0 Scope/Description of Work

The FSSAI intends to procure/install two new lifts with 10 passengers (680 kg weight) carrying capacity each by replacing the existing old ECE make lifts having 8 passengers carrying capacity (544 kg weight), with the best available technology and quality using Gearless& Machine Room Less(MRL) system with fully functional ARD (Automatic Rescue Device). The Existing Machine Room would be utilised for travelling/bringing Lift on 5th Floor by creating/modification of required space/infrastructure. The selected bidder may carry out civil work if it has the resources available (separate proposal for the same may be submitted). The Technical Specifications for the proposed Lifts are given below as an indicative and the essentially required specifications to be adhered to by the lift manufacturers as per present norms/rules/guidelines/circulars issued under (i) The Indian Electricity Rules 1956 (ii) The Indian Electricity Act 1910 (iii) Bombay Lift Act 1939 (iii) Delhi Lift and Escalator Bill (iv) Haryana Lifts and Escalator Act-2008 (v) Fire safety regulations pertaining to lifts (vi)NBC provisions applicable to lifts-2005 etc.

The bidders shall also take into account the applicable local and State regulations for the design and installation of lifts. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable. BIS certified equipment shall be used as a part of the Contract.EN-81 standards as amended to date would be used as a benchmark where appropriate IS are not available.

The broad Technical Specifications are appended below for reference: -

Technical specification

1	Type of lift	Passenger Lift
2	Number of lift required	2 Nos.
3	Load: number of Persons	10 Passengers (680 Kg). each lift
4	Rated Speed	Above 1.00 mps&upto1.50mps.
5	Motor Speed/specification	Approx 180 starts / hour
6	Elevator Duty Elevator Cycles of operation	400000 cycle per annum
7	Travel in meters	23.6 Mtrs (approx)
8	Number of Floors to be Served/Stops	7 Nos (Includes Basement, GF + Upper 5 floors)
9	(a) Inside size of lift well	1900 mm x 1800 mm (Approx.)
	(b) Pit Depth	1.6 mtr
	(c) Head room	4.5 Mtrs approx.
10	Clear Inside size of lift car	1150 mm x 1400 mm
11	Position of counter weight	At the back car/ side of the car and should be CI/MS iron.
12	Position of machinery	Directly above lift well.
13	(a) Type of control	Gearless Microprocessor based AC variable voltage variable frequency with MRL operation.
	(b) Type of operation	Microprocessor based digital simplex selective collective without attendant with MRL operation.
	(c) Potential free Contacts	Potential free contacts for each floor Position and up and down moment of the lift Shall be provided in the controller which can be used for the building automation system at later date
14	Car entrance door	Stainless steel (the bidder should provide other options which will be considered for better ambience).
	(a) Number	2 Nos. at each floor.
	(b) Size	(i) Car Height & Width –2200 mm& 1400 mm (approx) (ii) Door Height – 2000 mm (approx.) (iii) Width – 800 mm (approx.)
	(c) Type of doors	Power operated horizontal sliding – center opening
	(d) Car open in front only	Yes
	(e) Fire resisting rating	The landing door have 2 hour as per IS standard.
15	Lift car	
	(a) Construction design	As per General specification for lift 2003 amended as on date
	(b) Interior Finish	
	(i) Panels/Car Cabin	Vandal Proof (Scratch Resistant) / SS mirror polished Gold/Silver as per design to be provided and approved. In case Cabin is deeper in size it should be diagonal supported
	(ii) Flooring	May be Engineering Marble Flooring with suitable Pattern as per design approved.

	(iii)Ceiling	Stainless Steel Sheet with design options to be approved.
	(iv)Lighting	Shall be 'LED' lights with 200 lux level make Philips/Syska or equivalent established brand. Design options to be provided for approval.
	(v)Ventilation	Shall be cross flow blower fan with louver with 02 Nos fans.
16	Type of signal system	i. Digital floor position indicator in the car and at all landings green colour or as per approved color dot matrix scrolling type. (Dot Matrix/ Segmented LCD Amber/White)
		ii. Detailed Travel direction indicator in the car and at all landings (to be provided above the car/landing Doors and also on the press button)
		iii. Gongs and visual indication on all landing for the arrival of the car
		iv. Overload Warning audio and Video Indicator inside the car (lift should not start on overload and give indication)
		v. Battery operated alarm bell and Emergency light
		vi. Car operating panel with fade proof Luminous buttons in car and with intercom
		vii. Luminous hall Buttons at all landings and inside car with Braille language signage.
		viii. Firemen's switch at ground floor
		ix. Display inside the car shall be 'LED' type with time and direction indication.
16	Landing entrance	
	(i)Location of landing entrance in different floors	All doors on the same side
	(ii) Number	07 Nos. doors-on on each floor (Basement, G.F. + 5 floors)
	(iii) Size	2000 mm (H) x 800 mm (W)
	(iv) Type of doors	Centre Opening Power operated in SS Hairline Finish
	(v) Fire resistant rating of doors	The landing door have 2 Hr.
	(vi) Lift in use/lift out of order sign	Lift out of order indication shall be in-built with floor Position indicator.
	(vii) Landing Face Plate	Ivory Black/snow white/Blue/Green/Brown
17	Electric supply	i. Power 415 volts, AC, 3 phase 50 Hz 4 wire system (Nominal)
		ii. Lighting 230 V AC 50Hz
		iii. The entire lift equipment should be suitable for operation at +20% to -20% of the rated supply voltage
18	Is neutral wire available for control circuit	Yes
19	Emergency supply	i. Inverter backup with trickle/boost charges arrangement for at least 30 minutes with maintenance free batteries for emergency light, alarm bell and inter-com system
		ii. A separate maintenance free battery system should be provided for ARD
20	Door Close Safety	Full height Infrared light curtain door safety In addition to a pressure operated switch (mechanical safety switch). Door Nudging feature should be there in lift
21	Controller panel	The controller panel shall be of suitable steel gauge having vermin/Dust proof Arrangements with suitable in built ventilation system.

22	Signals / Buttons	Micro Led Red/yellow/Green
23	COP Type	Surface Mounted Partial height
24	COP Faceplate Material	Glossy Durably polycarbonate
25	COP Faceplate	Pre designed Solid Colors & Printed Pattern
26	COP Buttons	Round tactile Flush mounted silver mirror polished Amber/White LED
27	Display type	Dot Matrix/ Segmented LCD Amber/White
27	Intercom System	The intercom system provided in the lift car has to be hand free type and with lifting cradle in the m/c room and intercom in machine room shall also be provided. Inter com of Lift and Machine room, of all the block / Wing shall be connected with the suitable wiring to the existing EPABX system.
28	To Automatic Rescue Device	(i) ARD should monitor the normal power supply in the main controller and shall activate Rescue operations within ten seconds of normal power supply failure. It should bring the elevator to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the elevator will detect the zone and stop. After the elevator has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the elevator is automatically switched over to normal operations as soon as normal power supply resumes.
		(ii) In case the normal supply resumes during ARD in operation the elevator will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the elevator is at the landing it will automatically be switched to normal power operation.
		(iii). The lift safeties shall remain active during ARD mode of operation
		(iv). The battery capacity should be adequate so as to operate the ARD at least seven times a day. Provided the duration between usage is at least 30 minutes.

SPECIAL INCLUSIONS

- 1 Dot Matrix LED D&P indicators in Car & Landings –Green colour or as approved
- 2 Battery Operated Emergency Light and Alarm Bell
- 3 Call Register Signal and VF Door Operator
- 4 False Ceiling in Car
- 5 Infra-Red Door Screen
- 6 Non Stop Button
- 7 Automatic Rescue Device (ARD)
- 8 Arrival Gong
- 9 Full Car Operating Panel - Press N Speak Phone

- 10 Fireman Switch
- 11 Overload Warning Indicator with Audio Announcement
- 12 Anti-Nuisance
- 13 Auto Light and Fan Switch Off (Pod)
- 14 Fan Switch
- 15 Door Open And Door Close Button
- 16 Floor Annunciator With Music
- 17 Fire Rating of Landing Doors two Hour.
- 18 Commercial good quality Steel
- 19 Lift License
- 20 Scaffolding
- 21 Minor Builders' Work
- 22 Free Comprehensive Service for two years
- 23 Vandal Proof S S Button With S S Cover
- 24 Auto / Attendant Key
- 25 Intercom Provision with Instrument
- 26 Braille Buttons
- 27 SS Handrails

5.0 Other specific Conditions regarding scope of work:

5.1. The existing lift machinery including all accessories shall be dismantled by the selected bidder and no extra charges shall be payable in any form for dismantling/removal/transportation. The buy back cost of existing lifts (qty 02 Nos with 8 passengers 544 kg capacity each) shall be indicated separately and deducted from the price of new lifts thereby offering the net amount payable to the successful bidder by FSSAI. It will be the responsibility of the selected bidder to take care of all repairs/civil/electrical etc; whatever damages are done while executing the job. All such works/items shall be done by the selected agency without any additional cost. The existing Machine Room would therefore be utilised for brining/travelling of new lifts on top (i.e. 5th Floor) and whatever civil/electrical work required to be carried out the same shall be prescribed/specified by the selected bidder.

5.2 The new lifts would be selected from the following acceptable Makes/Manufacturers & the decision will be the sole descretion of FSSAI and no query/explanation on this count shall be given:-

- (i) M/s Kone Elevator India Private Limited (KONE)
- (ii) M/s OTIS Elevator Company India Limited (OTIS)

- (iii) M/s Schindler India Private Limited (SCHINDLER)
- (iv) M/s Fujitec India Private Limited (FUJITEC)
- (v) M/s Mitsubishi Elevators India Limited (MITSUBISHI)
- (vi) M/s ThyssenKrupp Elevator India (THYSSENKRUPP)
- (vii) M/s Kinetic Hyundai (KINETIC)
- (viii) M/s Hitachi Lifts India Private Limited (HITACHI)
- (ix) M/s Omega Elevators (OMEGA)
- (x) M/s Express Lifts Limited (EXPRESS)

5.3. The entire job is required to be undertaken by the selected bidder on a Turnkey basis. The work shall comprise of entire labour including supervision and all materials necessary to make a complete installation. Any item required for completion of the project but left inadvertently shall be executed within the quoted rates without any delay.

5.4. It will be the responsibility of the Tenderer to arrange for the inspection for the issue of lift license required for the use of passengers before putting the lift into service and handed over for use to FSSAI and shall be responsible for any kind of lapse whatsoever, if any.

5.5. The Lift shall be under guarantee/comprehensive warranty maintenance free of cost (inclusive of all spares and labour) of the successful bidder for a period of 24 months from the date of issue of Lift license from statutory authorities. FSSAI shall not make any payment on any maintenance during the warranty period including attending the breakdown calls for fault rectification. The selected Company, however, also require to undertake Annual Maintenance Contract for a period of five years which shall be commenced after completion of 24 months period.

5.6. The bidder shall be responsible for any injury or damage caused to the workmen deployed at site for carrying out the work and FSSAI in no way shall be held responsible for the same. The bidder shall indemnify FSSAI from any type of irregularity, labour & industrial acts/disputes, compensations, min wages etc. which law of land may attract/applicable in the process of removal of existing lifts and installation and commissioning of new lifts.

5.7. All works shall be carried out in accordance with the relevant regulations, both statutory and those specified by the Indian Standards related to the works covered by tenderer.

5.8. The installation shall be carried out in conformity with the Delhi Lift Act. In addition the corrective measures/regulations shall also be kept in mind in this regard applicable under (i) The Indian Electricity Rules 1956 (ii) The Indian Electricity Act 1910 (iii) Bombay Lift Act 1939 (iii) Delhi Lift and Escalator Bill (iv) Haryana Lifts and Escalator Act-2008 (v) Fire safety regulations pertaining to lifts (vi) NBC provisions applicable to lifts-2005.

5.9. Designing, manufacturing, testing, installation and maintenance of the lift installations should be in accordance to the relevant IS Codes as appended in Appendix -IX of General Specifications for Electrical Works (Part III Lift and Escalators) -2003 with upto date correction slips, if any.

5.10. The FSSAI reserves right to inspect the fabrication job at factory and the successful tenderer has to make the arrangement for the same. The successful tenderer shall give sufficient advance notice regarding the dates proposed for such inspection to the FSSAI representative.

5.11. Detailed terms and conditions shall be part of the contract to be signed with successful bidders.

6.0 **Technical Bid**

Technical Bid consists of EMD and all technical details such as Details of Company; Its turnover, experience in execution of similar work, details of registration with VAT, Service Tax authorities, PAN etc. along with supporting documentary evidence. All Documents should be on the letter head of the Bidder.

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

6.1 Tender fees: Cost of tender fee is Rs.500/- (non-refundable) payable in the form of cash at time of obtaining blank tender document or in cases of downloaded form from the website, by way of Demand Draft / Pay order drawn on any Nationalized Bank/ scheduled commercial bank in favour of Senior Accounts Officer, FSSAI, payable at New Delhi 110002.

6.2 **Earnest Money Deposit (EMD) / Bid Security:** Earnest Money Deposit is Rs.1,00,000/- (Rupees One Lakh only) (non-interest bearing). The EMD shall be paid in the form of demand draft / banker's cheque/Bank Guarantee issued by a nationalized bank /Scheduled Commercial Bank in an acceptable form in favour of Sr. **Accounts Officer, FSSAI** payable at **New Delhi**.

6.3 Tender offers received without EMD shall be rejected summarily and will not be considered under any circumstances. EMD of tendering agency who submit the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of FSSAI.

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

7.0 **Financial Bid**

7.1 Financial bid should **quote Unit rate of description of goods** (in quantity) in the format, Annexure – 5. The figures should be in Indian rupees (in words also). Incomplete bids will not be considered and are likely to be rejected.

7.2 Rates quoted shall be inclusive of **all statutory duties and taxes** (including excise and customs, Service Tax, octroi, VAT etc. and all charges for packing, forwarding, insurance, freight and delivery, installation, testing, Commissioning etc. at site, overhead charges, general liabilities/obligations and clearances from local authorities. Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer may lead to forfeiture of the EMD.

7.3 Rates for AMC are also to be quoted separately as per bid proforma (Part-II of Annexure-5). However, that shall not be considered for inclusion in Contract Value. The Contract Value will be the total cost of New Lifts as per prescribed format (i.e. Annexure-5 Part-I).

7.4 No corrections or overwriting will be entertained in schedule of rates by using correcting fluid. All corrections should be duly initialed.

8. **Documents**

Bid documents may be submitted in the agency's letter head Covering letter containing the following Annexures and documents referred to in these Annexures: -

Annexure – 1	:	Tender Form
Annexure – 2	:	Bidder's profile
Annexure – 3	:	Financial Status
Annexure – 4	:	Letter of authority
Annexure – 5	:	Financial Bid
Annexure – 7	:	Check List for Bidders

Annexures 1 to 4 and Annexure 7 and other supporting documents shall be submitted in sealed envelope for Technical bid while Annexure 5 will be submitted in separate sealed envelope for financial bid.

9. **Bid Opening**

9.1 Technical bid will be opened on 4th November, 2016 at 1100 hrs in conference hall at 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110002.

9.2 Authorized representative may attend the bid opening, if they wish to do so. The authorized representative must be competent and empowered to clarify all technical issues, if required.

10. **TECHNICAL & FINANCIAL EVALUATION.**

10.1 **Technical Bid: Selection Procedure & criteria:**

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

i) The responsiveness of the bid i.e. completed bid documents such as duly signed tender form, Annexures, duly filled in, and properly signed; corrections duly initialed, submission of Authorisation letter.

(ii) Receipt of valid EMD with requisite amount.

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

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

10.2 The Technical Evaluation Committee will scrutinise the technical bid in presence of authorised representatives, if anyone present, and evaluate the eligibility of tenderer based on various eligibility criteria as specified in tender document such as firm being a lift manufacturing firm with at least 5 years' existence, proof of past experience, financial capability, resource availability etc. The committee would consider the tender documents and satisfy themselves about the capability of the tenderer firm to carry out the scope of work to entire satisfaction of the authority.

11 **Financial Bid**

- 1.1 The commercial offers will be opened only in respect of bidders who qualify technically on consideration of their technical bid. The technical bid not meeting the minimum technical requirements as per the tender documents shall be rejected.
 - 11.2 The bidders who qualify at the technical evaluation stage shall only be called for opening of financial bids. FSSAI shall intimate the bidders, the time/ venue for the financial bid opening through email or telephone.
 - 11.3 In case bidders are found technically qualified after technical evaluation, the bidder will be selected based on price offered and relevant factors. However, the FSSAI reserves the right not to award the contract to L1 bidder for any valid reason to be recorded therefor and in case the particular brand/make of Lift is selected by the buyer (FSSAI) it may award the contract accordingly subject to it is considered appropriate and for the better quality product & also in terms of popularity and after sales services.
- 12 **Validity of Tender Offer:** Tender submitted by bidders shall remain valid for acceptance for a minimum period of 120 days from the date of opening of the tenders. The bidders shall not be entitled during the said period of 120 days to revoke or cancel their Tender or to vary the Tender given or any term thereof. In case of tenders revoking or cancelling their tenders or varying any terms in regard thereof, FSSAI retains the right to forfeit Earnest Money paid by them along with their tender without giving any notice. Further, the financial offer shall remain unchanged till successful completion and handing over the Lifts to the concerned FSSAI official(s).

13 **Rejection of tenders**

FSSAI reserves the right to reject all bids if these are found to be unresponsive or unsuitable either because these represent major deficiencies in complying with the tender requirements or these involve substantively higher cost or for some other reason as the authorities may deem proper.

14.0 **Award of Contract:**

- 14.1 The successful bidder shall be required to furnish a Performance Security (an amount of 10 % of the total value of the contract) in the form of Account Payee DD / Fixed Deposit receipt or Bank Guarantee from a Scheduled commercial bank in an acceptable form (Annexure- 6).
- 14.2 The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 14.3 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

- 15.0 **Completion period of the work:** The successful bidder shall be required to complete the entire work of planning, designing, supplying, installation, testing, commissioning and handing over of the entire system to the satisfaction of FSSAI within 6 months from the date of award of the contract.
- 16.0 **Guarantee** All equipment shall be guaranteed for a period of 24 months from the date of taking over the installation by the FSSAI against unsatisfactory performance and/or break down due to defective design, workmanship of material. The equipment or components, or any part thereof, so found defective during guarantee period shall be repaired forthwith or replaced free of cost, to the satisfaction of the FSSAI. In case it is felt by the FSSAI that undue delay is being caused by the bidder in doing this, the same will be got done by the FSSAI at the risk and cost of the contractor. The decision of the FSSAI in this regard shall be final.
- 16.1 Periodical Service for the first 12 months will be carried out after the lift has been handed over or offered for inspection.
- 16.2 The Comprehensive Annual Maintenance Contract will also be required for a period of three years after the expiry of guarantee period of 24 months from the date of taking over the installation of lifts. The price for the same may also be quoted by the prospective bidders in prescribed format attached as Part-II of Annexure-5 of this RFP.

17. FORCE MAJEURE

- 17.1 In the event of either party being rendered unable by Force Majeure to perform any obligation required by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. It is clarified that in case, the Force Majeure event occurs due to negligence of agency, then the provisions of this clause shall not apply to the agency.
- 17.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 07 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof. If deliveries are suspended by Force Majeure conditions lasting for more than 2 (two) months, FSSAI shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

18. APPLICABLE LAW AND JURISDICTION

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

Tender Form

To,

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

Ref. Your Tender No. _____
dated _____ for installation of two lifts at FDA Bhawan, New Delhi

We, the undersigned have read and examined the above Tender Document, No. _____, dated _____. We have, duly considered the requirements specified therein. Being eligible and willing to participate in the said bid, we hereby submit our technical and financial bid in sealed envelopes.

A sum of Rs. 1,00,000/- is hereby forwarded as Earnest Money Deposit in the form of Demand Draft/Pay Order in favour of Senior Accounts Officer, FSSAI, payable at New Delhi.

If our Tender is accepted, we undertake to perform the services as mentioned in the bid document.

We agree to keep our tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender, read with your written acceptance thereof within the aforesaid period, shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred Tender enquiry.

We confirm that we do not stand de-registered/banned/blacklisted by any Central/State Government /public sector undertaking/autonomous body

Brief of court/legal cases pending, if any, are following:

If after the tender is accepted, if we fail to commence the execution of the work as provided in the tender document, we agree that the FSSAI shall without prejudice to any other right or remedy is at liberty to forfeit the Earnest Money absolutely.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender documents, including amendment/ corrigendum, if any.

(Signature with date)

(Name and designation) Duly authorised to sign Tender for and on behalf of
bidder with company seal

Annexure - 2

BIDDER'S PROFILE:

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone:	
	Office –	
	Residence-	
	Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	VAT No.	
9.	PAN Number	
10	Service Tax Regn No.	
11.	STRUCTURE AND ORGANIZATION The applicant is (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation. (P) attach attested copies of documents of registration / incorporation of your firm)	

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

Place:

Date:

Signature of Bidder / Authorized signatory

Name of the Bidder

(Seal of the Bidder)

FINANCIAL STATUS

Name of the Bidder _____

Description	Financial Years		
	2013-2014	2014-2015	2015-2016
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Tax			
Profit After Tax			

1. Attach the copies of the audited balance sheets, including all related notes and income statement for the last three Financial Years as indicated above.
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

Assistant Director (GA)
FSSAI,
FDA Bhawan, 3rd floor,
Kotla Road,
New Delhi-110002

Dear Sir,

We _____ hereby authorize following representative(s) to attend Technical bid opening & Financial (Price) bid opening and for any other correspondence and communication against above Bid Document:

1) Name & Designation _____ Signature

2) Name & Designation _____ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend Techno –commercial un-priced and Price bid opening.

Price-Bid – Lifts at FDA Bhawan, New Delhi

**TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING OF LIFTS AT TOP OF
FDA BHAVAN, KOTLA ROAD, NEW DELHI-110 002**

{Refer to Para-7.1 of Tender Notice and quote unit rate of description of goods (in quantity) as mentioned in Para-4 and 5 (Scope of Work) of tender Notice}.

S.No.	Description of Items	Type	Unit	Qty	Unit Rate	Amount (in Rs.)	Taxes with Rate as applicable
	<i>Design/Manufacture/Supply/Installation/Testing/Commissioning and Handing over 02 Nos of Lifts with 10 passengers carrying capacity (680kg) with free comprehensive maintenance warranty for two years after handing over complete as per specifications, as required and approved/agreed upon.</i>						
I	Passenger Lifts with 10 Passengers carrying capacity lift, (weight 680 kgs), 07 (seven) stops as per prescribed mps speed, approx 23.6 mtr rise in full collective simplex control and with 800mm center opening doors with all safety measures and provisioning of ARD.	Gearless MRL	set	02			
II	Add : Cost of creating infrastructure at 5 th Floor for Lift	Civil Work	Sqmt	10			
A	NET VALUE (Rs.)		Set	02			
B	Buy Back & Salvage Value of Old Lifts' complete & for dismantled materials		Set	02			
C	TOTAL (A-B)			02			

The above quoted prices shall include all the probabilities/costs of all items/packing/delivery/insurance/installation/dismantling/commissioning & handing over and include the due proportion of Labour/preliminaries, overhead charges etc. No consideration will be given beyond the quoted price on any count even on taxes/levies whatsoever.

SIGNATURE OF BIDDER WITH SEAL AND DATE

Annexure-5
(Part-II for AMC)

AMC Rates – Lifts at FDA Bhawan, New Delhi – 110 002

Projected charges for Comprehensive Annual Maintenance Contract (AMC) including the cost of spares & consumables, excluding taxes etc. fixed for 05 years after expiry of defects liability/guarantee/comprehensive free maintenance period of 24 months (02 yrs). Taxes shall be paid extra as per prevailing rates being statutory component likely to be changed during the period.

S.No.	Description of Items	Type	Qty	Annual Maintenance Charges (AMC) in Rs. (After expiry of comprehensive warranty period of 02 yrs)					Total AMC Charges for 05 Years in Rupees (INR)
				3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	
(A)	Two Passenger Lifts	Gearless/MRL	02						
(B)	Total (in Rs.)		02						

Grand Total Amount for Five Years (05 Yrs) (excluding taxes) =

Note: Evaluation of bids will be on Grand Total Amount quoted by the bidders (i.e. aggregate for 5 yrs)

Signature of the Bidder with seal

Performance Security

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (here in after called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS _____ (Name of the Department) has awarded _____ the _____ contract _____ for designing/manufacturing/supply/installation/commissioning and handing over of two numbers of passenger lift using gearless & MRL technology by replacing/removing the existing old 02 nos of lifts contract for Rs. _____ (Rupees in figures and words) (hereinafter called the "contract") to M/s _____ (Name of the contractor (hereinafter called the "contractor")).
3. AND WHRERAS THE Contractor is bound by the said Contract to submit to the Department a Performance Security for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects of shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects of shortcomings or debts of the Contractor. The bank shall pay to the Department any money so demanded notwithstanding any dispute /disputes raised by the Contractor in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agree to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the contractor.
9. The Neglect of forbearance of the Department in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions “ the Department”, “the Bank” and “ the Contractor” herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of; the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (Year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of :

Witness- 1

Signature _____

Name _____

Address _____

Witness- 2

Signature _____

Name _____

Address _____

Annexure - 7**CHECKLIST FORENCLOSURES - FOR BIDDERS**

S No.	Details	Yes / No	Remarks
01.	DD for Rs. 500 /- in favour of Sr. Accounts Officer, FSSAI towards the cost of Tender Documents		
02.	DD/Pay Order for Rs. 1,00,000 (Rupees One Lakh only) in favour of Sr. Accounts Officer, FSSAI towards EMD.		
03.	Tender Form : Annexure - 1		
04.	Tender document duly signed and stamped on each page.		
05.	Bidder Profile - : Annexure - 2		
06.	Financial Status : Annexure - 3		
07.	Letter of Authority : Annexure - 4		
08.	Price-Bid : Annexure - 5		
09.	Power of attorney in favour of Signatory		
10.	Enclosed Xerox copy of PAN Card		
11.	Xerox copy of VAT / CST Registration Certificate		
12.	Xerox copy of Service Tax registration certificate		
13.	Copies of the audited balance sheets, including all related notes and income statement for the last three Financial years i.e. 2013-14, 2014-15 and 2015 - 16.		

14.	copy of work order of single contract at least 03 nos of job value of Rs. 40 lakhs each for similar nature of job		
15.	copies of Execution certificates issued by user Organisations (i.e. successful work completion certificate)		
16	Proof of tenderer being in Lift installation business or a lift manufacturing company with minimum 5 years' existence.		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be liable to be rejected summarily.

SIGNATURE OF BIDDER WITH SEAL AND DATE