



F. No.01-06/GA/2017-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 14th August, 2018

TENDER NOTICE

INVITING BIDS FOR SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC)
FOR PROVIDING SERVICES FOR CONSTRUCTION & DEVELOPMENT
OF MULTISTOREY OFFICE BUILDING AT FRSL PREMISES, INDIRAPURAM,
DISTT GHAZIABAD (UP)

Food Safety and Standards Authority of India (FSSAI) invites bids in sealed covers from the reputed & experienced Public Sector Undertakings (PSU) only eligible under GFR-2017 Rule 133(3) for selection of Project Management Consultant (PMC) who would be providing its professional services with respect to construction of multi-storey office building in the premises of FRSL, Indirapuram, Distt Ghaziabad (UP) as per layout plan attached to the RFP and broad details mentioned in Part-II of the RFP.

2. The tender document is available on the FSSAI website and on CPP Portal. It can be downloaded from FSSAI **website: www.fssai.gov.in** and or through **CPP Portal www.eprocure.gov.in/epublish/app**.

3. The bids are to be submitted in two parts viz Technical and Price Bid. Technical Bid will contain company profile, detailed presentation delineating organizational strength, key areas of expertise, financial capability, status of the company along with special awards/govt performance report for work done or any other relevant details during the preceding five years and giving relevant experience of identical work done during last five years. The Price Bid will contain agency charges/PMC service fee to be quoted in terms of %age. Fee both in figure and in words duly signed by Authorised Signatory in the prescribed format provided. GST, as applicable should be mentioned separately and will be paid accordingly. FSSAI shall reimburse/pay all fee related to obtaining statutory clearances, registration charges, statutory fee etc (if any paid) with concerned authorities. Price Bid will be as per the prescribed format. Please super-scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Respondents must submit one hard copy along with soft copy of presentation to the designated point of contact by the date and time specified.

4. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below -

(a) **Bids/Queries to be Addressed to:** Assistant Director (Gen Admin), Food Safety and Standards Authority of India (FSSAI), 3rd Floor, FDA Bhavan, Kotla Road, New Delhi-110 002.

(b) **Postal Address for Sending the Bids:** Asstt Dir (GA), Food Safety and Standards Authority of India (FSSAI), 3rd Floor, FDA Bhavan, Kotla Road, New Delhi-110 002

(c) **Name/Designation of the Contact Person:** Ravinder Kumar, Asstt Dir (GA).

(d) **Telephone Number of the Contact Person:** 011-23237442

(e) **E-Mail ID:** gadmin@fssai.gov.in

5. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the works/services required, such as the Technical Specifications, Work Completion Time, Layout/Broad Design of the proposed work etc.

(c) **Part III** – Contains Standard Conditions of RFP.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

6. Each page of this tender enquiry (RFP) should be signed by the bidder or his/her authorised representative and a separate certificate be also submitted on letter head duly signed/seal of the bidder stating the following :-

“I/We hereby declare that all the Terms and Conditions given in the tender enquiry/RFP are accepted unconditionally by the undersigned on behalf of the bidding company/firm as per Annexure-I”

7. This RFP is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the RFP, should it become necessary or considered appropriate at any stage without assigning any reason there for.

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

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids.** 07 Sept, 2018 at 1300 hrs.

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

2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 or sent by post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents.

3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date / time will be opened at **1500 hrs on 7th September, 2018**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by FSSAI.

4. **Location of the Tender Box:** 3rd Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110 002 as mentioned above.

5. **Place for Opening of Bids.** Bids will be opened in the Conference Room on 3rd Floor of FDA Bhavan in office premises of FSSAI, Kotla Road, New Delhi-110 002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. *Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders.* This event will not be postponed due to non-presence of bidder's representative due to any reason. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Commercial/Price Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid of only those bidders will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

6. **Submission of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter-alia furnishing details like GST number, PAN Regn Details, ESI/EPF/PF etc. as applicable, Bank address with NEFT Account details, etc and complete postal & e-mail address of their office. Bidders may submit their presentation on the date of opening of technical bids. The following aspects are to be kept in mind by firms/companies whilst submitting their bids:-

(a) Bids against this RFP are required to be submitted under a two-bid system as per the technical requirements indicated at **Para (3) of Part –II of this RFP**.

(b) Bids are to be submitted in separate sealed covers/envelopes containing sealed technical and price bids. Bids are to be duly marked with the title as **'Technical Bid for 'Construction of Multistorey Office Building' or Price Bid for 'Construction of Multistorey Office Building'**. The Master Cover in which the Technical and Commercial bids are to be enclosed needs to be labelled with the Title of RFP i.e **'Bid for Selection of Project Management Consultant for Construction of Multi-storey Office Building'**.

(c) Commercial bids of only the technically qualified bidders would be opened/considered.

7. **Clarification of RFP.** Bidders may seek clarifications in writing regarding this RFP document within one week of issue of RFP. FSSAI shall respond in writing to any such request for clarifications and all such clarifications shall be posted on the official website of FSSAI i.e. www.fssai.gov.in. It is recommended that all bidders physically inspect the venues for the proposed works and services to get an accurate estimation of the requirements, prior to submission of their Bids.

8. **Pre-Bid Conference.** A pre bid meeting will be held on **24.08.2018 at 11 AM** in the office of Food Safety and Standards Authority of India at 3rd Floor, FDA Bhawan, Kotla Road, New Delhi-110 002, to clarify issues and to answer queries on any matter pertaining to the Bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could also be sent through email not later than three days before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted/published on official website i.e. www.fssai.gov.in for information. Any changes which may become necessary as a result of pre bid meeting shall be made by the FSSAI exclusively through the issue of an addendum, if required. It may be noted that Non attendance at the pre bid meeting will not be a cause for disqualification of a bidder and presence of bidders in pre bid meeting is purely at the discretion of bidders. The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two persons. The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorised signatory of his/her Organisation.

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

10. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. **Validity of Bids.** The Bids should remain valid for a period of **120 days** from the last date (i.e. 7th Sept, 2018) of submission of the Bids.

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

13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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 RFP & Requirement

2.1 FSSAI intends to construct a multi-storey energy efficient office building in the premises of FRSL, Indirapuram, Ghaziabad (UP) with two basements, GF + seven floors as per the plan attached for reference. In addition, the open terrace area will also require to make it usable landscaped terrace for holding meeting/small event and is to be developed as good terrace area usable for official purpose. FSSAI intend to install most energy efficient and environment friendly air conditioning system and other electrical/electronic equipment. In addition to normal electricity supply through state govt's arrangements, solar power supply may also be installed on terrace with reasonable maximum capacity based equipt. The expected cost of the proposed building is approx 45 cr. There may be variation in the requirement which depends upon the final selection of design/covered area and utility of proposed area to be constructed. As the quantum of work involved is of high value and likely to take time, requiring continuous support of experts/engineers/architect etc, it has been decided to appoint a reputed Project Management Consultant amongst the selected/reputed organizations from public sector capable of providing Project Management Consultancy (PMC) services for the proposed "Construction of Office Building for FSSAI".

3. **Eligibility Criteria for Technical Bid:**

To be eligible to participate in the said tender enquiry, the tenderer must full-fill the following technical requirements/criteria: -

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

3.2 Should have satisfactorily completed the works as mentioned below during the last Five years ending previous day of last date of submission of tenders:-

(i) Three similar works of construction of Office campus/Office-cum-Residential campus each costing not less than 60% of project value

OR

(ii) Two similar works of construction of Office campus/Office-cum-Residential campus each costing not less than 75% of project value

OR

(iii) One similar work of construction of Institutional campus/Office campus/Residential campus costing not less than 95% of project value

3.3. Similar works means experience in Providing Project Management Consultancy Services (PMC) for construction of green buildings such as Office Complex/Office-cum-Residential campus/complex, in Delhi/New Delhi and NCR area etc

3.4 The bidding company should have valid ISO certification

3.5 Annual financial turnover should be at least Rs.100 Crore or more during the immediate last 3 consecutive each financial year. (give supportive documents)

3.6 The agency should not have suffered losses during last 5 financial years. (give copy of complete ITRs or certified copies of P&L with Balance Sheet by CA)

3.7 Any Public Sector Undertaking set up by the Central Govt/State Govt to carry out Civil or Electrical works or all such works on turnkey basis as per GFR 2017 rule 133(3) located in Delhi/New Delhi/NCR area only can participate in the bid.

3.8 Agencies that are debarred or blacklisted by any Govt Departments are not eligible to participate in the tender. 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. In case if it is found at later stage that any of the bidder is either a debarred company declared by any Govt Department or any investigation is pending against them on the charge of corruption, unfair trade practices or otherwise then the works, even awarded, may be withdrawn.

3.9 The PSE/PSUs which are under the process of disinvestment through strategic sale or otherwise are also not eligible.

3.91 **Detailed Evaluation / Selection Criteria with eligibility conditions etc is mentioned in Part-V of the RFP**

Part-III

The Bidder is required to give confirmation of his acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contract) as selected by FSSAI. Failure to do so may result in rejection of the Bid submitted by the Bidder. The main Standard condition of RFP which may be referred for standard terms of RFP are given below:-

1. General Conditions

1.1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

1.2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) i.e. from the date of award of work and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. All the specified works and services etc; shall be completed within 18 months from the date of effective date of contract.

1.3. **Penalty for use of Undue influence:**The Seller/selected bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer i.e. FSSAI to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

1.6. **Liquidated Damages:**In the event of the PMC's failure to submit the Bonds, Guarantees and Documents, supply the requisite services and getting the desired things done as specified in this contract/award of work, the FSSAI may, at its discretion, withhold any payment until the completion of the contract. The BUYER i.e. FSSAI may also deduct from the SELLER/Selected Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered services for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total agreed price.

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

- (a) The Project Work is delayed or cancelled for causes attributable to Force Majeure.
- (b) The bidder is declared bankrupt or becomes insolvent.
- (c) The FSSAI has noticed that the bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.
- (e) In case any part of the Contract is sublet.
- (f) It is observed or brought to the notice of FSSAI that the selected PMC agency is not carrying out the assigned job properly as ordinarily expected from them.

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

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

1.10. **Patents and other Industrial Propriety Rights.**The prices stated in the present Contract shall be deemed to include all amounts payable for the desired services and payments for any other industrial propriety rights, if any. The bidder shall indemnify the buyer (FSSAI/MoH&FW/Govt of India) against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in this RFP. The bidder shall be responsible for the completion of the services and training aggregates irrespective of the fact of infringement of the supplies or manpower, irrespective of the fact of infringement of any or all the rights whatsoever are attracted or likely to be attracted in compliance to the assigned job.

1.11. **Amendments.** There is no provision of present Contract being changed or modified in any way (including this provision) in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

1.12. **Taxes and Duties.** Bidders are required to quote the rates inclusive of all the applicable Statutory/ Govt. Provisions and Taxes (GST etc.) are to be clearly specified, if applicable.

1.13. **Agent/Agency Commission.** The Contractor confirms and declares to the (FSSI/MoH&FW/Govt of India) that the Contractor is responsible for services referred to in this contract and has not engaged any individual or firm, whether Indian or Foreign whatsoever, to intercede, facilitate or in any way to recommended to the Government of

India or any of its functionaries whether officially or unofficially, to the award of the contract to the Contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The bidder agrees that if it is established at any time to the satisfaction of the FSSAI that the present declaration is in any way incorrect at later stage it is discovered by the (FSSAI/MoH&FW/Govt of India) that the bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution whether before or after the signing of this contract the Contractor will be liable to refund that amount to the FSSAI. The bidder will also be debarred from entering into any supply/service contract with the Government of India for a minimum period of five years. The FSSAI will also have a right to consider cancellation of the contract either wholly or in part without any entitlement or compensation to the seller who shall in such an event be liable to refund all payments made by the buyers in terms of the contract along with interest at the rate of 2% per annum above labour rate. The FSSAI will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

Part IV – Special Conditions of RFP

Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract, Scope of Work, drawings and any other document forming part of this contract wherever the context so desires. It will be presumed that the Consultant has read, understood and accepted all the conditions stipulated in GCC. Where any portion of the General Conditions of Contract are repugnant to or at variance with any provisions of the Special Conditions of Contract, then, unless different intentions appear, the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations prevail. Wherever it is mentioned in the tender document that the Consultant shall perform certain work or provide certain facilities, it shall be understood that same shall be fully effected / carried out by the Consultant at his own cost, unless a different intention is specifically and expressly herein or otherwise explicit from the context. Consultants are advised to acquaint themselves fully before firming up their offers, the description of work, scope of services, time schedule and terms and conditions including all the provisions of the Tender Document.

1.0 DEFINITIONS

For the purpose of the CONTRACT, unless otherwise specified or repugnant to the subject or context, the following terms shall be deemed to have the following meanings:

"CONTRACT" shall mean the Contract including all Annexure and all documents therein attached and amendments which the parties may hereafter agree in writing to be made to this Contract.

"OWNER" shall mean FSSAI, and having its registered Office at FDA Bhawan, Kotla Road, New Delhi.

"PMC" shall mean the bidder selected by the OWNER for this Consultancy job for the subject project and shall include the successors and permitted assigns of the PMC.

"PROJECT" shall mean activities required for the Construction of office Building & its allied facilities for FSSAI, Ghaziabad for which CONSULTANT is to provide services under this CONTRACT.

"WORK" shall mean the responsibilities to be discharged by CONSULTANT for fulfilling its obligations under this CONTRACT.

"PERFORMANCE TEST" shall mean the test or series of tests to be carried out as defined in the CONTRACT.

"AUTHORIZED REPRESENTATIVE" shall mean OWNER'S / CONSULTANT'S representative, authorized to act for and on behalf of OWNER / CONSULTANT, as the case may be.

"CONTRACTOR" shall mean any third party whose services are obtained for execution and/or erection of facilities covered under CONSULTANT'S Scope of Work.

"SERVICES" shall have the same meaning as WORK.

The time for Project Management Consultancy Services has been mentioned in SOW. The time of completion of the Project as specified in the contract is the essence. The time for performance/completion of contractors will be duly covered along with applicable liability clause in the contracts and Consultant will maintain adequate follow-up/generation of documentation to monitor the Contractor's progress and assist OWNER in claiming the liability/damages as per the contracts.

The Consultant's representative should be available for certifying and settling contractor's bills, contract closing etc. The Consultant shall also respond to CVC/CTE queries, arbitration (if any) for a maximum period of 12 months from the date of completion of project(s) without any extra cost.

2.0 ADHERENCE TO GOVERNMENT GUIDELINES

Owner being a Public Sector Undertaking under the Government of India, would be modifying / deleting / adding any clause to comply with the guidelines / directions issued from time to time by the Government / other authorities.

3.0 WARRANTIES & GUARANTEES

3.1 CONSULTANT warrants that:

- a) Personnel: All professional personnel of CONSULTANT shall have proper qualifications for the Work assigned to them hereunder.
- b) Standard of Care and Work: CONSULTANT shall perform their obligations under this Contract in conformity with the standards of care employed by leading Project Management Consultancy firms and all Work shall be of high standard.
- c) Management, Design & Development: The Management design and development of the Work shall conform to this Contract and shall be free of defects and deficiencies. The management, BOQ, Tender and site development shall be such that the Work shall comply with the terms of this Contract and shall meet all design, safety and performance and other criteria as specified herein.
- d) Other Services: All Work performed by CONSULTANT not otherwise mentioned in this Clause, including, without limitation, inspections performed by CONSULTANT under this Contract, shall be adequate and sufficient for the purposes specified, in conformity with the terms of this Contract and free of defects and deficiencies.
- e) CONSULTANT'S obligation to manage develop the Work correctly and the General Warranties set forth above, shall not be reduced or affected by any inspection, test, acceptance or payment or by the issue of the Certificate of

Acceptance of the Work or any re-performance or replacement of any part of the Work

3.2 General guarantees:

a) The Consultant shall guarantee the services as specified and described in this tender document and technical documentation to be developed will be in accordance with sound and established engineering practices using NBC / ECBC / CPWD specifications and standards/ IS codes/ statutory regulations in force wherever applicable, for the purpose specified, free from defects / deficiency and suitable for respective uses intended.

b) In the event of faulty engineering, / Engineering or error, drawing(s) and specifications, including error or omission in the technical services undertaken or performed by CONSULTANT within the scope of WORK, CONSULTANT shall promptly and at its own cost and initiative carry out and undertake corrective studies, design(s), drawing(s) and engineering as may be necessary to rectify the fault or defect without any additional cost to the OWNER within a mutually agreed time frame. However no such liability shall lie after expiry of Defect Liability Period, if, the Performance Guarantees have been met.

c) Consultant's above guarantees shall be valid up to a period of 12 (twelve) months from the date of Completion of Project.

3.3 INTERACTION WITH OTHER AGENCIES/STATUTORY APPROVALS

a) It is the responsibility of the Consultant to prepare and submit all necessary documents to the statutory authorities like GDA / UP Govt., Local bodies, Town Planning (if applicable) / GDA water authority, Public Works Department, Central Electrical inspectorate, UP State Electricity Board and, CEA, Fire Dept., Legal Metrology, Telecom departments, Defence, DGCA, Pollution Control Board / Environment & Forest/ District Authorities and other local authorities and obtain various clearances before commencing the construction activities, during the execution stage as well as on completion of job such as building permit, building use permission, completion certificate, occupancy certificate etc Consultant also to participate in the meeting, interact / visit the authorities concerned for obtaining the above approvals. All incidental expenses with in NCR area including expenses of travel / conveyance for visits / meeting etc in connection with such participation, interactions/ visit etc. shall be included in quoted price.

b) Fees paid against bank challan / statutory department receipts by the Consultant, to the Government agencies, for obtaining the approval/ sanction and commissioning of the project shall be reimbursed by the Owner on production of original receipts for the same at actual.

4. SAFETY AND SECURITY REGULATION

The CONSULTANT shall abide by the safety and security regulation as enforced by the OWNER from time to time. The consultant shall comply with all rules, regulations and orders of various statutory authorities, insurance, Lead Consultant of FSSAI, etc at no extra cost to the OWNER.

4.1 The CONSULTANT, shall at his own expense, shall provide and maintain sufficient proper and lifesaving and first aid appliances at their workstation at site for its Employees.

4.2 The CONSULTANT, shall at his own expense, maintain Employee compensation insurance policy for its Employees till the successful completion of the project irrespective of employees salary, perks and benefits if the employees are not covered by ESI.

5. CONSULTANT 'S RESPONSIBILITIES

The CONSULTANT shall be fully responsible for soundness and correctness of the building and their conformity to the approved plans, designs, specifications and conditions of contracts applicable to the work. FSSAI approval of layout or any other drawings and appointment of any engineering/ supervisory staff by FSSAI to supervise the construction work shall not in any way diminish the responsibility of the CONSULTANT under this clause.

5.1 The Consultant should perform his duties as Consultants under those presence promptly and diligently, will do everything in their power and authority to ensure that the contractors complete the construction of the buildings and installation of such fittings as may be entrusted to them according to the schedule of time given to them. The Consultant shall not without the knowledge of the FSSAI, make any deviations in the plans, estimates or order any variations, omissions or extras. Consultant, on their own, should ensure that the quality of materials used for construction work is sound and suitable for their specification and shall ask the contractor to test any material, if felt necessary. No request of FSSAI to test any material shall absolve Consultant from ensuring use of good quality material.

6. Special Requirements: CONSULTANT shall develop quality assurance philosophy, health, safety and environmental requirements and the document control requirements etc.

6.1 Local Law: CONSULTANT will be responsible for obtaining all information relating to laws, regulations and ordinances, including safety and environmental regulations, in India and applicable to the performance of CONSULTANT'S obligations hereunder including fulfilment of its requirements.

6.2 Labour Laws: As Engineer of all the Contracts & representative of the OWNER, CONSULTANT shall be fully responsible for compliance of various applicable Labour Laws including Contract Labour (Regulation & Abolition) Act, 1970, Contract Labour (Regulation & Abolition) Central Rules 1971, Employees Provident Fund and Miscellaneous Provisions Act, 1952, Building & Other construction workers welfare cess Act 1996 and the Employees State Insurance Act, 1948. CONSULTANT'S responsibility in this regard shall also include cross checking attendance certification, witnessing of labour payments, certification of PF/ ESI challans etc.

7. CONSULTANT'S ACCEPTANCE OF THE WORK

Acceptance of the Work: CONSULTANT acknowledges that it has entered into this Contract for the consideration set forth herein and that CONSULTANT has carefully examined and satisfied itself in respect of all pertinent matters which may bear upon the performance of the Work, the calculation of the Contract Price and the determination of the Schedule of Work, including, without limitation, the quality and quantity of the personnel, resources, inputs and Materials required for the performance of the Work, the availability of labour and personnel for such performance, the character and quality of the Work to be performed, the location where the Work is to be performed and any and all other pertinent matters and conditions.

7.1 STANDARDS OF PERFORMANCE

In performing the Work, CONSULTANT shall conform in all respects to the standards of performance set forth in the Contract Documents.

a) Professional Performance: CONSULTANT shall perform the Work in a professional manner, using sound engineering and design principles and management and supervisory procedures, and in accordance with the standards employed by CPWD or leading consultant in the industry. CONSULTANT represents that it has the required skills and capacity to perform the Work in the foregoing manner.

b) Management: Consultancy services shall be performed and executed by the Consultant in strict conformity with the requirements of this Contract. CONSULTANT shall submit to Owner for approval, within periods specified by Owner, such documents, writeups, samples, patterns, models, presentations and manuals as may be specified in this Contract, or as may be reasonably required in order to enable Owner to approve the Work and the Project Management. Owner shall signify its approval or disapproval. Consultant shall be responsible for discrepancies, errors, or omissions in the documents and other particulars supplied by them whether or not such documents and particulars have been approved by Owner. CONSULTANT shall not depart from the approved documents, drawings, samples, patterns, manuals etc except as directed by Owner in writing. The Owner shall be entitled at any time to suggest any amendments /modification(s) in the plans/ designs/ drawings / material and the CONSULTANT shall thereupon either convince the Owner that such amendment/modification are unnecessary in whole or part or shall implement the same and shall cause the plans/ drawings/ designs to be accordingly amended; provided that no such approval of or amendments/modifications in the plans/ drawings/ designs suggested by the Owner shall anyway absolve CONSULTANT of any of his obligations, responsibilities or liabilities under the contract, inclusive of and relative to the utility and suitability of the CONSULTANT plans/ drawings/ designs in the relative work and the fulfilment of all specifications and performance guarantees of the consequent work, any such approval or suggestion by Owner as aforesaid being intended only by way of assistance to the CONSULTANT without any attendant liability upon the Owner.

CONSULTANT shall not permit any Work to be done, at variance with drawings / designs approved by the Owner and/ or amended or modified as aforesaid or otherwise in terms of the Contract.

c) Compliance with Applicable Laws and Regulations:

CONSULTANT shall abide by all applicable laws, regulations and ordinances of all governmental authorities and of the administrative subdivisions thereof applicable to this Contract and the performance by CONSULTANT of the Work in any jurisdiction and by all rules and regulations of those Persons and entities having control or jurisdiction over the Work. CONSULTANT represents that it is fully aware of all of the legal requirements, business practices and rules and regulations, which must be followed when performing the Work, CONSULTANT shall furnish to Owner, promptly upon request, such information concerning CONSULTANT and their respective employees, servants and agents as Owner may be required to furnish to any applicable governmental or other agencies or authorities.

8. RIGHT TO INSPECT

8.1 Inspection and Examination

Owner, Owner's Representative/or Owner's designated Consultants and/ or other representatives shall be entitled & all time to inspect, examine and test all material, services supplied by Consultant provided such inspection, examination and testing shall, to the extent possible, be carried out in conjunction with CONSULTANT 's similar activities and if not upon prior intimation to CONSULTANT.

In furtherance of the foregoing, CONSULTANT shall arrange for Owner to have access to all places. Under no circumstances shall CONSULTANT deny such access to Owner or Owner's representatives.

8.2 Rejection and Replacement

Owner and its designated Consultants and representatives shall be entitled to reject at any time any portion of the Work carried out by the contractor which is defective, deficient, not within specifications or otherwise of inferior quality or faulty workmanship and require its re-performance or replacement. Rejected and other defective or deficient management or workmanship shall be satisfactorily redone. The Consultant to ensure the satisfactory replacement of the items to the satisfaction of Owner.

8.3 CONSULTANT to Furnish Services for Inspection:

9. CONSULTANT shall furnish location where inspection and examination is carried out for all reasonable facilities, assistance, labour and utilities necessary for the safe and convenient inspection of WORK that may be required pursuant to this Contract. CONSULTANT shall also furnish Owner and Owner's designated Consultants and representatives with access to records of all inspections undertaken by CONSULTANT. All inspections and examinations by Owner, or its designated Consultants and representatives shall be performed within reasonable time required for such inspection/ examination and in such manner as not unnecessarily to delay the WORK. Tests shall be conducted in accordance with applicable provisions of this Contract or otherwise as may be agreed between OWNER and CONSULTANT.

9.1 Inspection on behalf of Third Parties:

Third parties acting pursuant to the requirements of Indian authorities shall have the same rights of inspection and examination as are granted to Owner.

9.2 Consequences of Inspection or Failure to inspect:

The right of inspection and examination by Owner and by its designated Consultants and other representatives provided herein is intended solely for the Owner's benefit, it being understood that no exercise of or failure to exercise such right shall relieve CONSULTANT of any of its obligations hereunder or prejudice any of Owner's rights under this Contract.

9.3 CONFIDENTIAL INFORMATION AND SECRECY

Confidential information shall mean all technical information relating 'directly or indirectly to the PROJECT which is disclosed to PMC by or on behalf of OWNER PMC shall not disclose confidential information to any third party without prior written approval of the OWNER. PMC shall use the confidential information only for the services to be performed for implementing this CONTRACT, and will disclosure of confidential information within its organization to only those of its employees who need to make use of it for the aforesaid purposes. The PMC, his employees, and their authorized persons shall treat as strictly confidential and shall take all steps necessary to ensure confidential handling of all maps, plans, charts, designs, drawings, photographs and data.

10.0 SPECIFICATIONS

The specifications of the entire work shall be according to latest edition of relevant IS Codes, NBC, CPWD etc. unless otherwise approved by FSSAI. If a particular specification is not available in the IS specifications, then specifications laid down by Consultants and approved by FSSAI be followed. However, the entire work and services would be carried out as per given drawing/specifications and should PMC consider appropriate any change which is value addition or for betterment of the project, the same will be considered.

11.0 NO EXTRA FOR CORRECTIONS, REVISIONS

The Consultant shall carry out the work and incorporate corrections, revisions, additions, alterations, deletion and substitution as informed by FSSAI from time to time and no extra payment shall be made for this. All reproducible/ tracings of approved drawings will be given by the Consultant to FSSAI after completion of the job. The approved design/ drawings prepared by the Consultant for this job will become the property of FSSAI and FSSAI will be free to use the same at their own discretion.

12.0 ADDITIONS AND ALTERATIONS

FSSAI shall have power to make any alterations in or omission from or addition to or substitution to the original specification / drawings that may appear to necessary during the progress of the work and Consultant shall be bound to carry out the work in accordance with all instructions. All these additions, alterations, omissions and substitutions shall not invalidate contract. Any additions, alteration, deletion in the scope of work, specifications, schedule of quantities or any clarifications, interpretations etc. provided by the Consultant to the Contractors must be with information and concurrence of FSSAI.

13.0 NO COMPENSATION FOR NON-COMMENCEMENT OF WORK & DELAY IN PAYMENT:

If at any time, after the commencement of work FSSAI for any reason whatsoever do not require the whole job or part thereof as specified in the tender to be carried out, FSSAI Engineer shall give notice in writing of the fact to the Consultant who shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he / they might derived from the full execution of the works & work not having been carried out. The fees payable to the Consultant will be restricted to the stages referred to in 'Terms of Payment' up to which the services of Consultant have been utilised. The Consultants shall have no claim for any interest or any other compensation with respect to any delay in payment of interim or final bills, or in respect of any amount, which may be in FSSAI's hands owing to any dispute between FSSAI and the Consultants. If there is no decision about the work on the part of the FSSAI for twelve months, the work shall be deemed to have been abandoned and fees for the work done up to that stage shall be paid to the Consultants. The fees payable to the Consultant will be restricted to the stages referred to in 'Terms of

Payment' up to which the services of Consultant have been utilised. However, in case the work is resumed, then these fees will be adjusted with the total fees to be paid.

14.0 NO EXTRA FOR DELAY IN COMPLETION OF WORK:

The Consultant shall not be entitled to any payment or remuneration over and above the fees quoted on the ground that the work is for any cause or by any reason whatsoever, not completed by the due date, nor shall the Consultant be entitled to any extra payment or remuneration by reason or/on account of any delay caused by the contractor(s).

15.0 FSSAI NOT RESPONSIBLE FOR CONSULTANT'S EMPLOYEES

The Consultant may employ such employee as he thinks fit, and the employees so employed shall be employees of the Consultant for all purposes whatsoever. The Consultant shall abide by all rules, laws, and regulations that may be in force from time to time regarding the employment or the condition for service of the employee. If under any circumstances whatsoever, FSSAI is held liable or responsible in any manner whatsoever for the default or omission on the part of the Consultant in abiding by the aforesaid rules, laws, and regulations, or is held liable or responsible to the employee of the Consultant in respect of any matter whatsoever, FSSAI shall be reimbursed by the Consultant for the same as also any other expense of cost incurred by FSSAI in any proceeding or litigation, as a result of any claim, demand or act on the part of the employees of the Consultant, FSSAI shall be entitled to claim damage or compensation from the Consultant in that event

16.0 CONSULTANTS ORGANIZATION STRUCTURE FOR THE PROJECT

Consultant to ensure that adequate skilled experienced and quality manpower are to be maintained both in Head office and at Site during the course of Project. Consultant to deploy personnel at site during the entire construction period as detailed in SOW.

Consultant to ensure that the RE and their Site Engineers should be permanent employees of the consultant. A declaration regarding the same along with proof should be submitted by the consultant before the commencement of construction activities at site.

Consultant to furnish the exact manpower proposed to be positioned both at Head Office and Site for the Project. These details, along with their CVs shall be discussed and finalized with Owner.

Prior to deployment by Consultant of personnel with respect to any service covering construction supervision, commissioning assistance at site in relation to any services, Consultant shall submit detailed CVs of such persons proposed to be posted at site to OWNER for concurrence and approval. Any concurrence/approval does not relieve Consultant of his responsibilities and all the liabilities to this effect shall be of Consultant. The specialized personnel proposed to be deputed at site shall be well qualified, highly experienced and capable of handling their respective activities independently and shall meet all the requirements & responsibilities of the CONSULTANT collectively. Should the performance of any Consultant's personnel be found unsatisfactory by OWNER, the replacement of such personnel shall be carried out by Consultant within 15 days of notification by OWNER. The RE & Site engineer should be retained at site till final bill is certified / documentation is completed

17.0 SITE OFFICE

Consultant has to make their own arrangement for their site office at site in consultation with the owner. All computer, laptop, printer, office consumables etc. has to be arranged and maintained by the Consultant for their use.

18.0 CHANGES AND ADDITIONS IN CONSULTANT'S SCOPE OF WORK

OWNER shall have the right to request CONSULTANT in writing to make any changes, modifications, deletions and/or additions to consultant's scope of work. CONSULTANT will be obliged to make such changes and/or additions contemplated by the OWNER.

SECRECY DECLARATION WITH FSSAI

The undersigned () establish at (registered address.....) (Herein after called the ("CONSULTANT") Hereby declares vis-à-vis FSSAI., with its registered office at Feroz Shah Road, Delhi (hereinafter called "FSSAI") that the CONSULTANT accepts the following terms and conditions on FSSAI is prepared to communicate to the CONSULTANT or allow the communication to CONSULTANT certain CONFIDENTIAL INFORMATION (as hereinafter defined).

18.1 THE "WORK "shall mean any work and service which may or have been entrusted to the CONSULTANT with respect to FSSAI's regional office & In order to prepare and submit a Bid for the WORK and/or to perform the WORK, the CONSULTANT will be given access to certain information relating to the activities of FSSAI, and to various designs, specifications, codes of practice and standards, including proprietary information of third parties.

18.2 "CONFIDENTIAL INFORMATION" shall mean any knowledge, data and information disclosed to the CONSULTANT by or on behalf of FSSAI in writing, in drawings, by site inspection or in any other way or acquired by CONSULTANT directly or indirectly from FSSAI in connection with the WORK or the preparation and submission of a Bid for the WORK, as well as all documents, drawings, data or other information which the CONSULTANT has prepared or will prepare in connection therewith in so far as such documents, drawings, data and information contain knowledge and/or information disclosed by or acquired from FSSAI, its parent company, subsidiaries or associate companies.

CONFIDENTIAL INFORMATION shall not include such knowledge and information which at the time of disclosure or acquisition:-

- a) Was already in the free possession of the CONSULTANT.
- b) Is part of the public knowledge or literature?

18.3 The CONSULTANT shall preserve and cause his directors, employees, agents, vendors and sub-contractors to preserve the secrecy of any CONFIDENTIAL INFORMATION.

18.4 Except with the prior written consent of FSSAI, the CONSULTANT shall not for any purpose other than the performance of the WORK or the preparation and submission of a tender for the WORK:-

- a) Disclose to any third party or enable any third party to note the fact that the WORK has been or may be entrusted to the CONSULTANT.
- b) Reproduce, copy or use or disclose to, place at the disposal of or use on behalf of, any third party or enable any third to peruse copy or use any CONFIDENTIAL INFORMATION.

18.5 The undertaking under paragraph 4 above shall continue insofar and for so long as the CONFIDENTIAL INFORMATION in question has not:-

- a) became part of the public knowledge or literature or ;

b) been disclosed to the CONSULTANT by a third party (other than one disclosing on behalf of BORL) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same.

18.6 The copyright in any CONFIDENTIAL INFORMATION in documentary form shall, in the absence of any express provision to the contrary thereon, be vested on FSSAI.

18.7 Upon completion of the WORK, or, if it is decided that the WORK will not be entrusted to the CONSULTANT upon notification to the CONSULTANT of such decision, the CONSULTANT shall return to FSSAI any CONFIDENTIAL INFORMATION supplied to or acquired by the CONSULTANT in writing or any documentary form.

18.8 The CONSULTANT shall ensure that if under the terms of this declaration any CONFIDENTIAL INFORMATION comes to the knowledge and/or in the possession of any third party such third party shall also be bound by the stipulations contained in this declaration.

18.9 The CONSULTANT may disclose CONFIDENTIAL INFORMATION to its parent or affiliate companies and to the employees, agents or subcontractors of the CONSULTANT and of such parent or affiliate companies as necessary for the WORK, or the preparation and submission of a tender for the WORK, provided that prior to any such disclosure any person or company receiving CONFIDENTIAL INFORMATION shall be bound by written secrecy declarations with the CONSULTANT in the same terms as contained herein.

18.10 The CONSULTANT understands and agrees that FSSAI have no obligation to award any contract for the WORK on the basis of any Prequalification data or any tender submitted by the CONSULTANT.

18.11 Neither FSSAI nor any FSSAI's affiliated companies shall be liable for any damage, including personal injury or death, that might arise as a consequence of the use of the information obtained by CONSULTANT hereunder, and CONSULTANT shall keep FSSAI and its affiliates harmless from an indemnified against any claim or action in respect of such damage brought by any third party whatsoever. This declaration shall be construed under and governed by the laws of Indian.

19. **Performance Guarantee/Security:**

19.1. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 5% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid up to **60 days beyond the agreed date of work completion**. The format of PBG is attached to the RFP. The selected bidder may also submit Performance Security by way of Demand Draft/Pay Order/Fixed Deposit Receipt in favour of Sr. Accounts Office, FSSAI payable at New Delhi.

19.2 It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheque. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website).

19.3 The Performance Bank Guarantee shall be considered open upon receipt by the buyers' i.e. FSSAI bank. In case any claims or any other contract obligations are outstanding, the selected agency will extend the PBG as asked for by FSSAI till such time as the PMC settles all claims and completes all contract obligations. The PBG will be subject to

encashment by FSSAI, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the selected agency.

20. **General Terms and Conditions/Role of PMC:-**

20.1 **Responsibilities of the PMC**

a. Subsequent to signing of the contract agreement, the PMC shall take charge of encumbrance's free site from FSSAI and shall nominate a responsible Project Manager for execution of the project under intimation to the FSSAI.

b. The planning, designing of the project has already been done by the Architect/Empanelled Lead Expert appointed by the FSSAI. The PMC shall prepare the detailed estimates (BOQ) required for execution of the Project. The PMC shall also give input/suggestion, if considered appropriate and necessary for improvement of the project, even in terms of design, work execution or any other and get the drawings and specifications approved from FSSAI.

c. PMC shall execute the works at sanctioned cost inclusive of agency charges for project management services.

d. PMC shall prepare the tender documents comprising the technical specification, BOQ, General Terms and Conditions, Special Conditions etc. and get them approved from FSSAI before inviting tenders and appointing contractors for execution of project work.

e. The PMC shall invite open online tenders.

f. PMC shall be wholly responsible for any observations/comments/ defects pointed out by C.T.E/C.V.C/C.A.G in the planning & procedures of execution of this project.

g. PMC shall be fully responsible for timely completion, the quality and structural safety of the construction.

h. Any defect discovered and brought to the notice of the PMC during the period aforesaid shall be rectified by the contractor appointed by the PMC. PMC shall ensure that in the event of failure on the part of the Contractor, the same may without prejudice to any other rights available to it in law, be rectified by the PMC at the cost and expense of the Contractor.

i. The PMC shall unless otherwise specified be fully responsible for procurement of all materials and services for the Construction activity.

j. During various stages of execution, PMC shall submit monthly progress reports with site photographs also indicating physical & financial progress and in case any further suggestion/addition considered necessary by FSSAI at any stage, the same shall be incorporated.

k. PMC shall utilize the contingency max @3% only after taking approval of the FSSAI in case required to meet emergent expenses.

l. PMC shall also propose any value additions that are observed during any stage of construction.

m. PMC shall be responsible for any delay in work execution and/or payment to firm/contractor.

20.2. Other Conditions/Guidelines

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

20.2.2 Selection of the PMC shall be as per the selection process described later in this document if it fulfils the Primary Eligibility Criteria. No additional explanation and/or justification (for any aspect of the selection process) will be given and the Institute's decision in this regard shall be final without any right of appeal.

20.2.3 Applicants must acquaint themselves fully about the assignment and the local conditions before submitting the Proposal. They may visit the site with prior arrangement.

20.2.4 All latest information and clarifications sought, if any, will be posted on the website. Applicants are advised to visit the website regularly.

20.2.5 The Applicant shall submit its Proposal in the form and manner specified in the text and Appendices of the RFP.

20.2.6 An Applicant is eligible to submit only one Proposal.

20.2.7 The Technical and Financial Proposals should be submitted in separate sealed covers as specified in Clause 4. The Financial Proposal should be without any conditions; any conditional Applications may be rejected.

20.2.8 The proposals as well as any other communication related to the PM work between the FSSAI and the applicants/PMC shall be in English language at all times.

20.2.9 The proposals should remain valid for at least 120 calendar days from the last date for submission of proposals.

20.2.10 The Institute 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 the Institute within the stipulated period.

20.2.11 The proposals must reach before the stipulated date of submission. Late submission shall not be accepted.

20.2.12 The documents and other information provided by the Institute or submitted by the Applicant to the Institute shall remain or become the property of the Institute. All Applicants are to treat all information provided as strictly confidential.

20.2.13 The Applicant should sign each page (which should be numbered) of the Proposal. Additional pages should also be numbered and signed.

20.2.14 References and certificates from respective organizations submitted should be signed by an officer not below the rank of Executive Engineer/Project Manager in case of a Government Department, and a General Manager in case of other bodies.

20.2.15 The Applicant shall bear all the costs associated with submitting the Proposal, completing any negotiations and, if selected for the work, executing the agreement in the prescribed format.

20.2.16 The Institute 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. The Applicant is required to acknowledge the receipt of the changes.

20.2.17 The selected PM is required to provide to the Institute its services without prejudice or conflict of interest, in a manner that best suits the interests of the Institute.

20.3 RESPONSIBILITIES OF FSSAI

20.3.1 The FSSAI shall demarcate and make available the site for individual project free of all encumbrances or charges.

20.3.2 FSSAI or any person authorized by them may inspect and check the 'Construction Work' from time to time to see that the project / various buildings are being constructed as per drawings & specifications as provided in the approved Estimate. If during the inspection, any defects or variation without the written request of the FSSAI/ FSSAI are found they shall be rectified by the Execution agency at their own cost.

20.3.3 FSSAI shall release the funds/payments promptly to ensure that the progress of work are not hampered due to non-availability of fund.

20.4.4 FSSAI shall make all the statutory payments to the local Government or any other statutory body or bodies relating to the project.

21. Terms of Payment

21.1 PMC shall work on "Deposit work basis" on behalf of FSSAI and shall be paid the actual cost of work plus the quoted Fee thereon for Project Management Services subject to opening separate escrow bank account for it. The payments related to the project work would be made through this account. The purpose of keeping separate account is to ensure that the funds transferred as an advance should remain available for the project so as to avoid any scope of delay in release of payments later. However, the fee payable towards PMC may be broken into: A lump sum amount until site mobilization takes place. This will be towards effort of statutory permissions, scrutiny of tenders, BOQ and prequalification efforts follow up of vetting of drawings etc. Once site mobilisation happens, the balance fee may be paid in equal quarterly instalments with 10-15% retention. This may be kept in reserve to pay during the extension time period. The payment schedule may be prepared on this basis.

21.2 The expression 'actual cost of works' shall include the following:

a) All the final payments made to the contractor(s), supplier(s), agency as agreed upon in the tender for the construction of all the buildings, services, related facilities etc.

b) All costs of materials acquired for the project and used on the work, either directly or through the contractor(s) including storage charges, carriage and any other incidental charges connected with such materials but excluding the material not incorporated or not handed over to the FSSAI.

c) Actual cost of site survey, soil testing charges, laboratory charges for testing of any material, manufactured or built items including the cost of cartage of samples to and from the laboratory. Out of pocket expenses in coordinating with GRIHA, GDA and Statutory & local authorities for various meetings and inspections, know-how, duties, incidental expenses etc.

d) All liabilities of the PMC payable to the contractors/Sub-Contractor, suppliers and other agencies to the extent these falls within the definition of actual cost as may be left outstanding at the time of payment of final bill provided they have been accepted by the PMC as balance payment against final bill of these agencies.

e) GST shall be reimbursed to the PMC. Any other tax levied by Govt. after signing this agreement is to be paid extra.

f) All liabilities arising out of any court decree or arbitration award and /or any additional costs transpiring due to the direction of any Court/tribunal /statutory body and/or any other legal costs including but not limited to the cost of hiring advocates, getting legal opinions, filing of pleadings etc. for the purpose of initiating on behalf of, or defending, itself or the FSSAI in any suit or arbitration, in respect of any dispute arising out of the Project works done or to be done and/or freeing the site of all encumbrances and/or charges.

This Sub-Clause only addresses disputes/arbitrations/suits with any or all of the Contractors or any other person(s) body/authority. Nothing in this Sub-Clause shall be construed to cover any disputes/arbitrations/ suits between the FSSAI and the PMC, in which case, each party shall bear its own costs.

The parties hereto understand and agree that although these costs will come under actual costs and therefore be borne by the FSSAI, the same shall not be taken into account for the purpose of calculating the Agency charges/PMC fee except for such costs which as a result of an order/judgment/decreed have resulted in some form of addition or variation in the Project work.

21.3 The actual final cost of work shall not include:

a) Cost of land.

b) Cost paid by the FSSAI to local Government or any other statutory body or bodies for getting approvals for the project etc.

21.4 The payments by the FSSAI shall be made by transfer of funds in a bank account of PMC.

21.5 Bank interest accrued on the deposits/advance shall be passed on to the FSSAI, if any.

21.6 The PMC shall give their monthly reimbursement bill along with their expenditure claim (including agency charges) duly certified by a representative of PMC on the project, for reimbursement of expenditure incurred. The FSSAI shall release the payment within 15 days of submission of invoices/reimbursement bill by the PMC. On completion of the work, the accounts of the works shall be closed and a final statement shall be submitted for settlement of account along with refund of excess deposit received, if any, duly audited by a Chartered Accountant.

22. Force Majeure clause

a. Neither Consultant nor FSSAI shall be considered in default in performance of its obligations herein incorporated, if such performance is prevented/delayed because of war, hostilities, revolutions, civil commotion, strikes, epidemic, accident, fire, cyclone, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance or any Government subdivision thereof, because of any act of God, or for any cause beyond the reasonable control of the party affected. Neither party shall take advantage of any clerical error or mistake which may creep in or

occur in the contract, plans, instructions, or any other papers supplied to or by the Consultant in connection with the work, but such clerical error or mistake shall be brought to the notice by the one to other without any loss of time and the same shall be rectified.

b. Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

c. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

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

e. If the impossibility of complete or partial performance of an obligation lasts for more than the prescribed time frame of the exhibition, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods/services received.

23. Liquidated Damages

23.1 PMC shall be required to complete the construction of project within the stipulated time period of 18 months reckoned from the date of award of work. In case of delay, which may occur due to the reasons beyond the control of PMC, PMC would approach the FSSAI with full details for seeking extension in time limit for completion of the works.

23.2 In case, completion of the project is delayed due to reasons solely attributable to the contractors/Agencies/Suppliers engaged for the project by the PMC, the PMC shall impose liquidated damages @ 0.50 % (Zero point Five zero percent) on awarded contract value for each week of delay subject to a maximum of 10% (ten percent) of the awarded contract value and the benefit shall be passed on to the FSSAI.

23.3 If the delay in completion is solely attributable to the PMC, the PMC shall be liable to pay as damages to 'FSSAI' a sum calculated @ 0.10% (Zero point One zero percent) of the Agency Charges for the balance work for each month of delay, subject to a maximum of 5% (Five percent) of the Agency Charges.

23.4 In case the project is delayed due to reasons not attributable to PMC beyond the time as mutually decided as per above clauses, PMC shall be entitled for extra payment of staff salaries and overhead on actual basis beyond the time initially decided mutually. This shall in addition to agency charges payable to PMC.

23.5 The PMC shall be fully responsible to defend any suits or arbitration cases arising out of project in connection with the work between the PMC and its Contractor(s).

23.6 Any compensation levied by the PMC due to non-fulfillment of any clause of the contract by the contractor or any such recovery from the contractor for bad work or any other reasons whatsoever shall be passed on to the FSSAI .

The selected PMC agency would be required to meet international standard for all the services set by the FSSAI. Any breach of timelines or failure to carry out any work as per quality requirements will result in imposition of penalty of rupees fifty thousand for each deviation in addition to taking action relating to encashment& confiscation of Performance Guarantee. FSSAI reserves the right to get the required work and other services done through any other agency at the risk and cost of the selected PMC agency. The decision of FSSAI in this regard will be sole and final.

Statutory Conditions of the Contract

24. The PMC shall be responsible for all commissions and omissions on part of work force engaged for the purpose of carrying out the requisite work/services. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the contractors' employees performing duties under this contract.

25. The contractor assigned by PMC shall be obliged and solely responsible to comply with all statutory requirements in respect of manpower engaged by the firm and FSSAI shall not be a party to any dispute arising out of such deployment by the contractor.

26. The work force deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall have any claim of employment with the FSSAI

27. **Affidavit.** An affidavit (on stamp paper of Rs. 100/-) is required to be submitted by the successful bidder regarding the fact that the persons employed by the contractor for the outsourcing in relation to the conduct of the exhibition shall be the employees of the bidder for all the intents and purposes and, in no case shall be a relationship of employer-employee between the said persons and the FSSAI shall accrue implicitly and explicitly and the bidder shall also be solely responsible for providing all the statutory benefit to the personnel employed by it. The affidavit should also contain a declaration that bidder shall make payment of compensation under the Works-man Compensation Act or any other applicable Acts or Enactments in case of injury or death of any of its workers while at work or otherwise due to contractors directions/any other job. The affidavit should also contain a declaration that the bidder shall take care all other statutory liabilities as well in the most sincere manner and shall solely be responsible for the same. All the personnel deployed/engaged by the contractor in processing/completion of the works and services shall be police verified.

Part-V

1. EVALUATION CRITERIA:

Determination of responsiveness

- 1.1 Prior to the financial evaluation of bids, FSSAI will determine whether each bid is substantially responsive to the requirement of bidding documents.
- 1.2 For the purpose of the above clause, the bid should conform to all the terms, conditions and specifications of the bidding documents without material deviation. A material deviation is one which affects/limits in any substantial way the scope, quality, or performance of works and/or is inconsistent with the bidding documents.

- 1.3 Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer. The technical offer of the firm would be evaluated by the Technical Evaluation Committee (TEC). The financial/commercial offers will be opened only in respect of the bidders who qualify the technical bid requirements as per the tender details.
- 1.4 No error, overwriting / correction shall be permissible unless attested under the signature of the bidder with date and seal.
- 1.5 A substantially responsive bid shall be the one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial bids will be returned unopened.
- 1.6 The bidder who qualifies at 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 through written and/or telephonic communication/or email.

2. **Evaluation of bids:**

- 2.1 The Authority may reject all the bids if these are found to be unresponsive or unsuitable either because these represent major deficiencies in complying with the tender or substantively higher costs are quoted.
- 2.2 The bids will be analyzed on "Combined Quality cum Cost Based System (QCBS)". The criteria defined is as tabulated below and the selection would be based on overall merit :

Sr. No.	Items	Maximum Marks
1.	Years of Establishment (i) Should have been incorporated at least 10 yrs prior to the date of submission of bid 6 marks	6
2.	Financial Capability (i) Should be profit making company in last five years with the average annual profit as stated below: - Rs.100 crore to Rs.149 crore : 05 marks - Rs.150 crore to Rs.299 crore : 10 marks - Rs.300 crore and above : 20 marks	20
3.	Organisation Strength Presence of in house Engineering Strength in the PSU in following indicative categories :- - <u>Post Graduate Engineers and Architects</u> - 100 & above – 5 marks - 50 to 99 numbers – 3 marks - Less than 50 - 0 marks - <u>Graduate Engineers & Architects</u> - 300 and above - 5 marks - 100 to 299 - 3 marks - 50 to 99 - 2 marks - Less than 50 - 0 marks	10
4.	Status of Company along with Special Awards (In case of Govt performance report from client for which work done during	10

Sr. No.	Items	Maximum Marks
	last five years) (i) Maharatna/Navratna - 6 marks otherwise – 0 marks (ii) Performance rating as per MoU with the Govt in last 3 yrs Very good and above – 4 marks Very good - 2 marks Good - 1 marks	
5.	Relevant Experience PMC Services for Assurance having completed in last 5 yrs Project cost Rs.300 crore or more (01 Nos) – 10 marks Project cost Rs.200 to 299 crores (01 Nos) - 6 marks Project cost Rs.100-199 crores (01 Nos) - 4 marks Project cost upto Rs.99 crore (01 Nos) - 2 marks	10
6.	Awards on Building Project Recognised Awards (02 Nos) - each 4 marks	8
7.	Technical Approach (PMC Services), Methodology, Work Plan including broad Time Line & Quality Assurance (i) Understanding about the project and Architectural vision - 10 marks (ii) Technical Approach and Methodology - 10 marks (iii) Work Plan including time schedule & Quality Assurance - 10 marks	30
8.	Staffing of key professional for project development (Mainly Architects, Landscape Designers, Artists and Interior Designers)	6
Total		100

A) The Technical Evaluation shall be carried out based on the documents submitted by the bidder for technical bid and presentation given before the evaluation committee.

B) The evaluated bid will be give a Technical Score (TS). The minimum technical score required to qualify in technical evaluation (Stage-I) is 70%. A bid will be considered unsuitable and will be considered as ineligible at this stage if it fails to achieve the minimum technical score, the financial bids of such failed bidders will not be opened.

C) The Financial Bids will be opened only of those bidders who secure 70% marks and above in technical bid (Stage-I). The cost indicated in the financial bid shall be deemed as final and reflecting the total cost of services and should be stated in % (percent-age) only. The financial bid shall be excluding GST under the applicable law of land and GST, as applicable shall be paid extra and should be quoted separately.

3. Basis of Selection as PMC/Award of Contract

3.1 FSSAI shall select only such bidder who will be securing marks in Technical Bid (Stage-I) and the price (%) quoted by it in the financial bid (Stage-II) as detailed below :-

(i) 70% weightage will be considered for Technical Score (TS) obtained in Stage-I.

(ii) 30% weightage will be considered for the price quoted by the bidder in financial bid, this will be termed as Financial Score (FS).

Financial Score of the proposals will be determined using the following formula:

$FS = 100 \times (FL/F)$ where,

FS is the financial score of an applicant

FL is the lowest financial proposal among all and

F is the financial proposal of the particular applicant.

(iii) For the purpose of calculation of Composite Score (CS) for each bidder, the weightage shall be 70% for the Technical Score (Stage-I)(TS) and 30% for financial score (FS) of the respective bidders. The Composite Score shall be calculated using the following formula :

$S = TS \times 0.70 + FS \times 0.30$

Bidders/Tenderers will be ranked according to their Composite Score (CS) and will be listed in the order of merit and the top scorer would be eligible for award of work.

- 3.2 The competitive and high on merit acceptable Bid will be considered further for placement of contract/Lol after complete clarification and price negotiations as decided by the FSSAI.
- 3.3 The successful bidder shall be required to furnish a Performance Security (an amount of 5 % of the total value of the contract) in the form of Account Payee DD/ Fixed Deposit receipt or Bank Guarantee from a Commercial bank in an acceptable form (Annexure- 6).
- 3.4 The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations.
- 3.5 **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. Appointment of Arbitrator shall be made by mutual consent, failing which Arbitrator shall be appointed under Arbitration Act/Min of Law & Justice.
- 3.6 **Termination of Contract:** The FSSAI shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - (a) The delivery of required works and services are delayed for causes not attributable to Force Majeure for more than one week after the scheduled delivery/work/services.
 - (b) The Contractor is declared bankrupt or becomes insolvent.
 - (c) The completion of work is delayed due to causes of Force Majeure by more than 10 days provided Force Majeure clause is included in contract.
 - (d) The FSSAI has noticed that the selected agency/Contractor has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) There is undue & wilful delay in supply of required material input for the work resulting delay in completion of the work by the expected schedule as agreed upon.

(f) As per decision of the Arbitration Tribunal.

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

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

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

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

3.10. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

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

4. **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.

5. PRICE BID FORMAT
(To be submitted as per Annexure V of the RFP)

S.No.	Amount Offered for the providing PMC <i>(to be quoted in percentage only)</i> <i>(Mention in figures and words)</i>		Applicable GST	Remarks, if any
(i)			State GST % = Centre GST % =	
(ii)	Other Charges, if any			
Total				

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

- (a) Layout Plan of the proposed multi-storey office buildingAppendix -A
- (b) Other Annexures attached to the RFPAnnexure-I to VII

Assistant Director (GA)
 FSSAI

Encls : Annexure-1 to 7

Tender Form

To,

The Asstt Dir (GA)
Food Safety and Standard Authority of India
Ministry of Health & Model/alike Welfare,
FDA Bhawan, Kotla Road,
New Delhi-110002

Ref. Your _____ Tender _____ No. _____
dated _____

We, the undersigned have examined the above Tender Document, No. _____, dated _____(if any), (*description of the goods and services*) in conformity with your above referred document.

If our Tender is accepted, we undertake to perform the services as mentioned above.

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 deregistered/banned/blacklisted by any Central/State Government Departments/Autonomous Body offices.

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

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

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

BIDDER'S PROFILE:

1.	Name of firm:	
2.	Bidder's name	
3.	Registered office address	
4.	Correspondence address	
5.	Telephone: Office – Residence Mobile No.	
6.	E-mail address & website	
7.	Tele-fax Number	
8.	GST No.	
9.	PAN Number	
10	PF/EFP Regn No.	
11	ESI Regn No.	
10.	<p>STRUCTURE AND ORGANIZATION The applicant is (a) a firm (d) a Limited Company or Corporation.</p> <p>(Please attach attested copies of documents of registration / incorporation of your organisation)</p>	

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 STATUSName of the Bidder

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

1. Attach the copies of financial statements, duly certified, including all related notes and income statement for the last three Financial Years as indicated above complying with the following conditions.
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

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

Dear Sir,

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

1) Name & Designation _____ Signature

2) Name & Designation _____ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

Note: This letter of authority should be issued by the bidder in writing & duly 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 Format**PRICE BID FORMAT FOR SELECTION OF COMPETENT AGENCY AS PROJECT MANAGEMENT CONSULTANT (PMC) FOR CONSTRUCTION OF MULTISTORY BUILDING AT FRSL, INDIRAPURAM, DISTT GHAZIABAD PREMISES**

S.No.	Amount Offered for the providing PMC <i>(to be quoted in percentage only)</i> <i>(Mention in figures and words)</i>	Applicable GST	Remarks, if any
(i)		State GST % = Centre GST % =	
(ii)	Other Charges, if any		

(Signatures of Bidder with seal)

Place :

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 providing Project Management Consultancy services for construction of multistorey office building at FRSL, Indirapuram Distt Ghaziabad premises for _ % of the building cost 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 form 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 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the contractor.
9. The Neglect of forbearance of the Department in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" herein before used shall include their respective successor and assigns.

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

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/ Seal of the Bank.

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

Witness- 1

Signature _____

Name _____

Address _____

Witness- 2

Signature _____

Name _____

Address _____

CHECKLIST - FOR BIDDERS

S No.	Details	Yes / No	Remarks
01.	Tender Form : Annexure – 1		
02.	Tender document duly signed and stamped on each page.		
03.	Bidder Profile – : Annexure – 2		
04.	Financial Status : Annexure – 3		
05.	Letter of Authority : Annexure–4		
06.	Price-Bid : Annexure – 5		
07.	Power of attorney in favour of Signatory		
08.	Enclosed Xerox copy of PAN Card		
09.	Enclosed Xerox copy of GST Registration Certificate		
10.	Enclosed Xerox copy of EPF/ESI Registration Certificate		
11.	Enclosed copy of ISO registration		
12.	Attached the copies of the financial statements, including all related notes and income statement for the last three Financial years i.e. 2015-16, 2016-17 and 2017 – 18.		
13.	Enclosed copy (ies) of work order / contract for similar nature of job in Govt. Organisation.		

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

SIGNATURE OF BIDDER WITH SEAL AND DATE