Tender

The Food Safety & Standards Authority of India invites bids from the legal owners/Power of Attorney holders of buildings for use Food Safety & Standards Authority of India having carpet area of approximately 40000 sq.ft. in New Delhi for its office. The premises should be situated in good localities of the city especially in institutional area and should be within 8 to 10 km radius of Central Sett.

The terms and conditions of the tender are as under:

Cost of Tender : Rs. 500/-

2. Building/space offered must be vacant, free from all encumbrances, claims and legal disputes etc. Documentary Proof of ownership of Building, payment of all Taxes, Duties, Dues, Telephone, Water, Electricity charges etc. must be submitted alongwith offer document.

3. Selected party shall be required to execute a Lease Agreement with the FSSAI, in accordance with the provisions of the law applicable. The Agreement shall be signed initially for a period of two years extendable for the further period as per the requirements of the user and with mutual consent only. However FSSAI may vacate the premises, by giving 2 months notice.

4. Monthly rent should be quoted on lump sum basis for the entire area offered (covered /built up area of main building, any other permanent structure, covered/ underground parking as well as open parking area, open space like garden, inner roads etc.) for the entire Agreement Period of two years. Prices quoted must be submitted in the format of Financial BID prescribed at Annexure 'I'. Total covered/built up area needs to be shown separately at appropriate place in Technical Bid and Financial Bid to facilitate calculations of rate per Sq. ft. Quoting parties may note that no increase in Rental Charges per month will be allowed during the initial three years of the Agreement period.

5. All the terms and conditions given in the Tender Document as well as those appearing in the different clauses are sacrosanct and shall be considered as integral part of this Offer/Tender.

6. Tender must be accompanied with EMD of Rs.1.0 Lakh (Rupees One Lakh only) either in the form of Bank Draft/Bankers Cheque in the name of Sr. Account Officer, FSSAI any working day between 10 AM to 5 PM (latest by 3:30 PM on). Tender received without Earnest Money would be rejected out rightly.
7. Intending Parties may furnish complete details in the Technical Bid given in Annexure -I 'A' and Annexure I-'B' and Financial Bids in Annexure - II to this document. Incomplete/ Incorrect bid will be treated as rejected. No further correspondence will be entertained.

8. All existing and future rates, taxes insurance fee including public liability insurance, including property taxes, assessment charges and other outgoings whatsoever of description in respect of the said premises payable by the owner thereof, shall be continued to be paid by the landlord.

9. The FSSAI shall pay charges towards of electric power, light and water used on the said premises during the lease period on actual consumptions basis. Meters be installed by owner, at his cost in working condition.


11. The FSSAI may, during the currency of the Lease Period/extended Lease Period carry out such alterations to the existing buildings such as partitions, office fixtures and fittings as may be easily removable.

12. The Offer/Tender should be dropped in the locked sealed Tender Box kept in Admin. Room No. 0321, FDA Bhawan, Kotla Road, Near National Bal Bhawan, New Delhi -110 002 by 1500 Hours on 20th September, 2011. Late/delayed offers receive shall not be opened/entertained. Financial Bids of those who qualify in the technical bids evaluation stage would be opened later, date of which will be intimated to the bidders separately.

13. Tenders/ Offers received shall be processed in two parts. All information and documents contained in Cover-I, shall be the Technical Bid. Details furnished in the Technical Offer shall be assessed/evaluated. Financial Bids [Cover-ll] of those bidders shall be opened whose Technical Offers are found valid, eligible, acceptable.

14. Rent charges shall be paid at the fixed rate in lump sum at the end of each month or as per the Lease Agreement entered into with the party on the Terms & Conditions mutually agreed..

15. In the event of Technical Bid being found acceptable, the selected party will be required to furnish the original copy of the Title Deed of the Property alongwith proof of identity of the owner/bidder alongwith photograph(s), before the Financial Bids are opened. Original Documents shall be returned after decision is taken to open Financial Bids or otherwise. However, parties are advised to attach photocopy's of such document alongwith the offer.
16. In case unfurnished and blank space is offered, a set in time of minimum 90 days should be allowed for preparation for space for usages free of cost /without any charges and licence fee.

16 (A). Quoting parties may keep their offer valid for a minimum period of 90 days i.e. upto for acceptance by this Department. The same can be extended by FSSAI Offers with a shorter validity or inconsistent with the requirements set out in this Offer/Tender shall be ignored summarily and no representation in this regard shall be entertained.

17. Conditional offers are not acceptable.

18. FSSAI reserve the right to accept or reject any tender or part thereof or all the tenders without assigning any reasons thereof.

Terms & Conditions

1. The Building should be located in good locality of the city. The interested parties should send their proposal and a sealed cover super scribing the same as "Quotation for hiring of Accommodation in Delhi" addressed to Director (Admin.) Food Safety & Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002 latest by 3 PM on 20th September, 2011 and it should be submitted by the legal owners of the building along with a non-encumbrance certificate. Brokerage charges will not be payable.

2. The proposal should be submitted in two parts in two separate sealed envelopes.

The first part would be the "Technical bid" which should contain technical parameters like design parameters, power supply and power backup provision of lift, type of construction, common facilities offered, availability of parking space, air-conditioning standards etc. The second part would be the "Financial bid" which should indicate the rent proposed to be charged and financial terms and conditions. Both the bids should be in separate sealed envelopes and the envelopes should clearly indicate on the top "Financial Bid". Both these envelopes should be kept in a sealed cover as mentioned in the above para. The technical bid will be opened in the first instance and the Financial bid shall be opened only in respect of those parties which are shortlisted on the basis of their technical bids.

Technical Bid should inter-alia contain details as follows:

i) Location and address of the building (preferably with photograph of the building);

ii) Exact carpet-area (with details and plan of the proposed area);

iii) Detailed approved plan of the accommodation;

iv) Clearances/No objection certificate from all the relevant Central /State /Municipal authorities and Fire Department for use as office premises confirming the municipality laws; and

v) Facilities and amenities available with the building such as furnishing, AC, adequate Parking space, Officer Chambers, washroom, stores Networking etc.
3. Facilities required to be provided by the owner:
   
i) The premises under offer be situated in motor & metro rail accessible locality of the city preferably around Institutional area/within a radius of 8km to 10km from Central Business District Delhi.

   ii) The building should be located on main road with easy access. It should be fit and approved for office use;

   iii) Assured and adequate free parking space for about 50 cars and scooters be provided/made available.

   iv) There should be a provision for 24 hours electricity supply with 100% power backup round the clock;

   v) The office space should have all required electrical fixtures such as switches, power points fans, lights etc;

   vi) The area proposed to be given on rent should be on the same floor or on continuous floors connected by stairs and lifts;

   vii) The building should have adequate security cover to protect the Govt. property;

   viii) The maintenance (civil, electrical, mechanical, plumbing including consumables etc.) shall be provided by the owner and the owner will also undertake to carry out annual repair and maintenance every year. No additional charges shall be paid for the same;

   ix) The building should have adequate toilets facilities separately for ladies and gents on each floor exclusive for the proposed area;

   x) The building should be in a ready to use condition with electricity, water, lifts, sewerage and fire fighting equipment. The electric power available should also be indicated;

   xi) No advance rent is payable by the Government as a matter of policy;

   xii) The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and pending payments against the offered space.

   xiii) In case the building is furnished, the same should be in good & presentable condition and should not be more than 5 years old.

4. The financial bid will inter-alia include:
   
   (i) The rent demanded per sq. ft. (carpet area) and the rent offered should be inclusive of property tax or any other tax required to be paid by the property owner.

   (ii) The rent quoted should clearly indicate the following cost involved per month:

       (a) Office space rent (Rs. per sq.ft.)
(b) Maintenance (AC, Power back-up, Common Area Maintenance) (Rs. per sq.ft. per month)

(c) Furnishings Work Stations and Furniture (Rs. per sq.ft. per month)

(d) Total cost including furnishing (Rs. per sq.ft. per month)

(e) Total cost excluding furnishing (Rs. per sq.ft. per month)

5. Conditional offers will be summarily rejected.

6. FSSAI reserves the right to accept or reject any tender or part thereof or all the tenders without assigning any reason thereof.

7. FSSAI will sign only lease agreement with the lessor and the cost of such agreement will be borne by the owner/lessor of the party.

8. Earnest Money Deposit : Rs. 1.00 Lakh

9. Detailed terms & Conditions are given in the General Terms and Conditions.

R.K. Saxena
Dy. Director(GA)

Note: 1. Other things remaining same, preference may be given to bids offering (a) larger covered/built up area; (b) larger parking space; (c) larger open area; (d) Buildings in best locality; (e) Ready to occupy Buildings.

2. Each page of Tender/Offer Document must be signed and put in Cover-I along with other Documents/Technical Bid as stated in para 5 of the General terms & conditions.
General Terms & Conditions

Accommodation for Office of FSSAI at Delhi. This tender shall be governed by
following terms & conditions:

1. The reference No. and date of this tender notice and EMD details be
super scried on the sealed tender envelope failing which it will not be
considered. Technical and Financial bid, duly signed by the authorized
signatory, should be submitted in separate sealed envelope and both should be
placed in one sealed envelope. EMD should be placed in technical bid envelope.
Financial bid of only those vendors shall be opened which are found technically
acceptable.

2. The tender should reach the Director (Admin), FSSAI, 3rd Floor, FDA
Bhawan, Kotla Road, New Delhi- 110 002 latest by 3:00 PM upto 20th
September, 2011. The tenders received late shall not be considered and no
correspondence in this regard shall be entertained.

3. Tenders (Technical Bid only) will be opened at 04.00 p.m. on 20th
September, 2011 at FDA Bhawan, Kotla Road, New Delhi- 110 002 in the
presence of bidders, present if any.

4. The tender will be acceptable only from original owner of the building or
having valid power of attorney.

5. The tenderers are required to send separate tenders for each place and
each tender should have two separate envelopes for each item – as described
below :-

   a) Envelope 1 – containing deposit of earnest money (EMD), and
      Technical Bid in Annexure I A and Annexure I B.

   b) Envelope 2 – containing the financial bid as prescribed in the
      Annexure-II showing rates, financial terms and conditions etc.

Both the envelopes should be sealed and superscribed in bold letters:

   a) TECHNICAL BID FOR Accommodation for office of FSSAI at Delhi.

   b) FINANCIAL BID FOR Accommodation for office of FSSAI at Delhi.

Finally the above mentioned two envelopes should be put in one bigger
envelope superscribed as “BID FOR Accommodation for office of FSSAI at
Delhi”. While opening the tenders, the envelopes containing technical bids and
EMD shall be opened first and acceptance of the tender according to the
specified clause will be ascertained. The evaluation committee will open
financial bid after evaluation of the Technical Bids. Financial bids of technically
qualified bidders will only be opened.
NOTE: TENDERS SUBMITTED WITHOUT ABOVE TWO BID SYSTEM PROCEDURE WILL BE SUMMARILY REJECTED.

6. Queries, if any, raised by FSSAI should be answered by the prescribed date. In case of no reply bid can be cancelled.

7. Technical Bid should contain the details required as per Annexure I(A) and Annexure I(B) and financial bid should contain Annexure II.

8. BIDS NOT SUBMITTED “AS PRESCRIBED” IN THE ENCLOSED FORMAT WILL NOT BE CONSIDERED.

9. The tenderers should give rates, showing taxes, if any, giving full breakup details. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained in this regard whatsoever the reason may be.

10. The technical bid should enclose the documents as per annexure –I A and I B without which the tender will be summarily rejected.

11. Possession to the building by FSSAI at Delhi will be within 30 days from award of the order and rent shall be payable from the date of possession and after completion of set in time.

12. The location should be in area convenient for office use and should be easily accessible.

13. Adequate parking space for about 50 cars and scooters should be provided by the owner free of cost.

14. Typed or clearly written offers will be accepted. Overwriting, alterations will not be considered. Every page of offer document needs to be signed by the offerer.

15. The rates quoted have to be valid up to 90 days.

16. FSSAI shall be under no obligation to accept the lowest quotation.

17. The tenderer will be required to furnish earnest money deposit worth Rs.1,00,000/ to be placed in the Technical bid envelope, in the shape of Demand Draft in favour of Sr. Account Officer, FSSAI or which will be refundable within one month of finalization of order if order is not awarded or if tender is rejected to the concerned. Without the earnest money the tender shall be out rightly rejected.
18. A separate tender is required to be purchased for bidding for each offer. Tender document can be purchased by paying Rs 500/- in the shape of Demand Draft in favour of Sr. Account Officer, FSSAI payable at New Delhi. Alternatively, the tender document can also be downloaded from our web site www.fssai.gov.in The cost of tender document must be enclosed along with technical bid through a separate demand draft in favour of Sr. Account Officer, FSSAI payable at New Delhi.

19. Rates are to be quoted in Indian Rupees only.

20. No tender will be accepted by fax, email, telex, or any other such means.

21. Tender is likely to be rejected because of non-fulfilment of any of the above terms.

22. All disputes lie within the jurisdiction of UT of Delhi only. The FSSAI reserves the right to reject all or any tender without assigning any reason thereof.

23. Sufficient pantry space be provided on each floor of space is offered on different floors.

24. There should be adequate space for conference hall/training hall with sitting capacity of about 25-30 persons.

25. FSSAI reserve the right to accept or reject any tender or part thereof or all the tenders without assigning any reasons thereof.

R.K. Saxena
Dy. Director(GA)
### TENDER DOCUMENT -- TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION

<table>
<thead>
<tr>
<th>1. Full particulars of the legal owner of the premises:</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Name:</td>
</tr>
<tr>
<td>(ii) Address office &amp; Residence:</td>
</tr>
<tr>
<td>(iii) Telephone &amp; Mobile Number:</td>
</tr>
<tr>
<td>(iv) Telex Fax:</td>
</tr>
<tr>
<td>(v) E Mail ID:</td>
</tr>
</tbody>
</table>

| 2. Full particulars [with complete address] of person(s) offering the premises on rent / lease and submitting the tender: |

| 3. Status of the applicant with regard to the accommodation offered for hiring (enclose power of attorney also if the applicant is other than the owner)(In case partnership firm copy of partnership Deed is enclosed) |

| 4. (a) Complete Address with brief description and location of the building: |
| (b) Details of the Accommodation offered for rent (viz. total super area, total carpet area, floor wise) (Enclose Certified Sketch Plan also) |

| 5. Total Area offered for rent – Floor wise in sq. ft |
| (i) Carpet Area |
| (ii) Covered Area |


| 7. Whether accommodation offered for rent is free from litigation including disputes in regard to ownership, pending taxes / electricity bills dues etc. (enclose copy of Affidavit form the owner or Power of Attorney holder) |

| 8. Accommodation offered is approved for Office & Commercial activities (attach proof) TENDER NO: DC-CHE/TEN/01/09 |

<p>| 9. Facilities for vehicle parking* (Mention details): |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>10.</td>
<td>No. of lifts &amp; their carrying capacity. Provide details of make, year of installation &amp; status of working etc., with latest certificate of local body about fitness</td>
</tr>
<tr>
<td>11.</td>
<td>Number of Toilets floor wise with details (separately for men and women)</td>
</tr>
<tr>
<td>12.</td>
<td>(a) Whether (running) water, both drinking and otherwise, available round the clock.</td>
</tr>
<tr>
<td></td>
<td>(b) Whether sanitary and water supply Installations have been provided?</td>
</tr>
<tr>
<td>13.</td>
<td>(a) Whether electrical installations and fittings, Power Plugs, switches etc. are provided or not?</td>
</tr>
<tr>
<td></td>
<td>(b) Whether building has been provided with fans in all rooms or not? (If yes, give the Nos. of fans floor wise.)</td>
</tr>
<tr>
<td></td>
<td>(c) Whether provision for Air Conditioner with power points available or not?</td>
</tr>
<tr>
<td>14.</td>
<td>Sanctioned electricity load (Agreed that owners will have to get the load increased if required)</td>
</tr>
<tr>
<td>15.</td>
<td>i) Details of Power backup facilities:</td>
</tr>
<tr>
<td></td>
<td>ii) Arrangements for regular repairs and maintenance of such 'Power Back up' facility:</td>
</tr>
<tr>
<td>16.</td>
<td>Details of Fire Safety Mechanism along with particulars of Fire Deptt. Certificate (Copy of certificate to be enclosed)</td>
</tr>
<tr>
<td>17.</td>
<td>The period and time when the said accommodation could be made available for occupation after the approval:</td>
</tr>
<tr>
<td>18.</td>
<td>Specify the (minimum two years) and provision for extension:</td>
</tr>
<tr>
<td>19.</td>
<td>Whether the owner of the building is agreeable to:</td>
</tr>
<tr>
<td></td>
<td>(i) Monthly rent as determined and fixed by Competent Govt. Authority like CPWD.</td>
</tr>
<tr>
<td></td>
<td>(ii) Monthly rent fixed as per (i) above to remain valid for initial lease period of two years. If yes, an undertaking to this effect is required to be submitted by the owner(s) of the building.</td>
</tr>
<tr>
<td>20.</td>
<td>Provisions for regular repairs and maintenance and special repairs, if any of the building:</td>
</tr>
<tr>
<td>21.</td>
<td>Any other salient aspect of the building, which the party may like to mention:</td>
</tr>
</tbody>
</table>
Declaration

(i) I / We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.

(ii) It is hereby declared that the particulars of the buildings etc. as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be not true, I / We shall be liable to such consequences / lawful action as the Society /Department may wish to take.

Signature of Legal Owner(s)
Annexure – I (B)

TENDER DOCUMENTS -- TECHNICAL BID FOR HIRING OF OFFICE ACCOMMODATION

1. Demand of the owner & his consent to let out the accommodation

2. (i) Year of construction
   (ii) Copy of completion certificate (Attested/ self attested) issued by competent authority

3. Area of plot of land

4. Complete drawings such as plans, sectional elevations and foundation details etc.

5. Site plan of the Building

6. Whether fans & other electrical installations, A/C etc., fitted in the buildings are included in the rent etc.

7. Details of rolling shutters grills collapsible gate & Over Head tank etc. may be given.

8. No. of flooring (Floor wise in Sq.ft.)

9. Type of foundations

10. Flooring

11. Roofing and terracing

12. Compound wall

13. Space for parking & electrical fittings

14. Electricity Connected Load

15. Wiring: C.T.S.


17. Power provision for AC installation

Certified that the demand is based on prevailing market rate of rent for similar accommodation in the locality of the city.

Signature of Legal Owner with Date
List of Enclosures:

Technical Bids received without these documents are liable to rejection without any reference to the party whatsoever.

1. Demand draft of Rs. 500/- (Rupee Five Hundred only) on account of cost of tender document, if downloaded from website.

2. Demand Draft of Rs. 1,00,000/- (Rupees One Lakh only) on account of Earnest Money Deposit - EMD. (OR) Fixed Deposit Receipts from nationalized scheduled bank duly pledged in favour of Sr. Account Officer, FSSAI, Delhi.

3. Affidavit from owners and if tender is submitted by the power of Attorney Holder an Affidavit from such power of Attorney Holder regarding accommodation offered for hiring being free from any litigation/liability /pending dues and taxes, electricity bills and approved for training and commercial activities.

Attested photocopies/certified true copies of following documents are required to be annexed with the Technical Bid. Originals of these documents/certificates shall be produced at the time of execution of Lease Agreement:

1. Title Deed showing the ownership of the premises.

2. Floor plan Sketch, Blue print of building duly attested/certified true copy showing area offered on rent/hire. The area under occupation of Owner, either by one or other tenants in the building should also be shown in the sketch plan/drawing.

Signature of Legal owner
Annexure – II

FINANCIAL BID
FOR
HIRING OF OFFICE ACCOMMODATIONS

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Details of Accommodation</th>
<th>Total Carpet Area</th>
<th>Rate Quoted (per Sq. ft.)</th>
<th>Rent Per month (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Taxes if any</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Rent per month</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The rent quoted is inclusive of all taxes.

Signature of Legal Owner with date