Sealed tenders in double bids system (TECHNICAL BID AND FINANCIAL BID) are invited, on behalf of Food Safety & Standards Authority of India from reputed and experienced firms in the prescribed format for Comprehensive repairing for HVAC Plant Systems with their chilling Units, AHU’s, Cooling Towers, Hot water generators, Pumps & Allied accessories & Electrical system installed in FDA Bhawan, New Delhi.

Tender document (non-transferable) containing detailed specification, terms & conditions and Pre-qualification criteria etc can be obtained on payment of cost of tender Rs. 500/-(non-refundable) in the form of Demand Draft drawn on any Nationalized Bank in favor of Senior Accounts Officer, FSSAI payable at New Delhi from office of FSSAI at FDA Bhawan, Kotla Road, New Delhi 110002. Alternatively, the tender document can be downloaded from the website: www.fssai.gov.in. and payment towards cost of the tender in such cases should be submitted along with the Technical bid in the form mentioned above.

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

The interested agencies are required to submit tender document, technical and financial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super scribed “Tender for Comprehensive repairing for HVAC Plant System & Electrical System” at FDA Bhawan and should reach FSSAI, New Delhi on or before 17th April 2014 by 1500 hrs.

FSSAI reserves the right to accept or reject any tender or all the bids/tenders without assigning any reasons.

Joint Director (Mgmt.)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
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INTRODUCTION
SECTION – I

INVITATION FOR BID (IFB)
F. No. 18-02/GA/2013-FSSAI
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
Ministry of Health & Family Welfare
FDA Bhawan, Kotla Road,
New Delhi-110002

No 18-02/GA/2013-FSSAI
Dated: 09th April 2014

To

M/s ________________________
____________________________
____________________________

I Name of Work/ Brief Scope of Work : COMPREHENSIVE REPAIRING" FOR HVAC PLANT SYSTEMS WITH THEIR CHILLING UNITS, AHU’S, COOLING TOWERS, HOT WATER GENERATORS, PUMPS & ALLIED ACCESSORIES ETC. & ELECTRICAL SYSTEM “ INSTALLED IN FDA BHAWAN, KOTLA ROAD, NEW DELHI

(i). Period of Contract / Time Schedule : 01 (One) month

(ii). Earnest Money : Rs. 50,000/- (Rupees fifty thousand only).

(iii). Issuance of Tender : 09th April, 2014

(iv). Last date for submission of Tender. : 17th April, 2014 up to 1300 hrs.

(v). Opening of Technical bid : 17th April, 2014 at 1600 hrs.

(vi). Venue for opening of bids : FSSAI, FDA Bhawan, Kotla Road, New Delhi

(vii). Cost of Tender Documents (Non Refundable) : Rs. 500/- (Rupees Five Hundred Only)
2. Bid Document is non–transferrable. All bids received against this tender as well as the bidder who submit the bid after downloading of tender documents from FSSAI web site shall have to submit the tender fees as mentioned above along with the bid security in the same envelope, in the form of a demand draft / bankers cheque in favour of Sr. Accounts Officer, FSSAI payable at New Delhi.

3. The bids complete in all respect should reach on or before the bid closing date and time addressed to, The Joint Director(Mgmt.) Food Safety and Standards Authority of India,(Ministry of Health & Family Welfare) 3rd Floor, FDA Bhawan, Kotla Road, New Delhi. Bids through FAX / Email shall not be considered.

4. The Bid Documents call for offer on single point is the “Sole Bidder”. Work order will be placed on the “Sole Bidder” alone (in whose name the bid documents has been issued), who will be responsible for all contractual purposes.

5. The bid should be prepared by the “Sole Bidder” and should be sent to FSSAI, HQrs as mentioned above.

6. This invitation for bids (IFB) is an integral and inseparable part of the enclosed the bid documents.

7. **Zero Deviation**

   Bidder is advised to post strictly as per terms and conditions of the tender document and not to stipulate any deviation / exceptions. This is a zero deviation tender.
SECTION - I

Invitation for Bid (IFB)
(Annexure - 1)
Pre - qualification:

Bid evaluation criteria

1.1  Technical Criteria
1.1.1. The bidder must have successfully executed a single work order of (Repairing / Maintenance of HVAC System for similar works i.e. comprehensive repairing of HVAC Plant Systems not less than 6 X 155 TR capacity water cooled chilling packages with reciprocating compressor water cooled condenser along with allied accessories etc. for complete HVAC system, in any Government Sector or large reputed Public Sector Undertakings, for at least five consecutive years satisfactorily. Necessary relevant documents to this effect have to be enclosed.

1.1.2 The firm should have completed at least one single order value for similar works of 50 lakhs or two similar works of 28 lakhs each or three similar works of Rs. 22.5 lakhs each in the last five financial Years.

1.1.3. The tender document in original should be signed and stamped as a token of acceptance. The following additional documents shall also be enclosed and sealed by the Tenderer i.e.
   i) The attested copy of registration certificate.
   ii) The attested copies of experience certificates of carrying out similar nature of work as per pre-qualification criteria particularly repairing of contract of HVAC Systems in Government/ Semi Government/ PSU’s or large reputed private organizations etc. for the last five years satisfactorily. They may also enclose work order copies to meet the experience criteria.
   iii) The attested copies of the balance sheet/ audited statement of accounts or any other relevant document to prove the minimum average annual turnover required as per pre-qualification criteria in preceding last three financial years in repairing / maintenance services.

1.2  Financial Criteria
1.2.1 The annual turnover shall not be less then Rs. 3 (Three) crores in the last three consecutive financial years for carrying out similar nature of work.

1.2.2 The Net worth and Return on Equity of the Bidder should be positive as per last audited financial statement i.e. for FY 2012-13. The Bidder must fill the form as per enclosed Format – F-5.

1.2.3 Earnest Money Deposit (EMD)

The tenderers are required to deposit Bid Security of Rs. 50,000/- (Rupees fifty thousand only) in favour of the “Sr Accounts Officer, FSSAI” as Earnest Money Deposit (EMD) in the form of Demand Draft / Banker’s cheque along with original tender documents for this work. No interest shall be payable by FSSAI on EMD.

1.2.4. The Tender document can be downloaded from web site: www.fssai.gov.in and Tender Fee can be deposited with the technical bid. Downloaded tender documents will have to be accompanied with a DD/bankers cheque of Rs. 500.00 drawn in favour of “Sr. Accounts Officer, FSSAI” towards the cost of the tender.

Tender Bid received without tender fee would be rejected.
1.3 Other Criteria

1.3.1 Registration with PF & ESIC: The Bidder should furnish separate valid PF and ESIC Registration Certificate. Both, PF and ESIC must be operational. Copies of PF and ESIC certificates and copies of challans towards payment to PF and ESIC Authorities must be submitted along with bid.

1.3.2 The Bidder should submit the copy of the PAN card.

1.3.3 The Bidders must be registered with Service Tax Authorities. Attested copies of registration certificate must be submitted with the bid.
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5. Site visit

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7. Language of Bid
8. Documents comprising the Bid
9. Bid Prices
10. Bid Validity
11. Bid Security
12. Format and Signing Bid

D. Submission of Bids
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14. Deadline for Submission of Bids
15. Tender Liable to rejection
16. Modification and Withdrawals of Bids

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18. Evaluation
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25. Payment
26. Applicability of Law
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28. Resolution of dispute
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Detailed Instructions to Bidders

A. General

1. **Scope of Work**

The Scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for comprehensive repair / maintenance in proper way as per the maintenance manuals of respective equipments and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Proforma for recording the following minimum work schedule / parameters to the entire satisfaction of FSSAI and to ensure proper accomplishment of these tasks.

(i) HVAC panels & DG Set

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Repair &amp; overhauling of ACB’s of LT &amp; HVAC panels,</td>
<td>7</td>
</tr>
<tr>
<td>2.</td>
<td>Capacitors panels rewiring of panels &amp; replacement of following parts:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PANEL NO.1 <strong>-175 KVAR CAPACITY</strong></td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Capacitor25 KVAR</td>
<td>3</td>
</tr>
<tr>
<td>b)</td>
<td>Power factor relay 8 set make LT/LK or equivalent.</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>PANEL NO.2 <strong>-175 KVAR CAPACITY</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>400 Amp TP 50kv mccb lt/lk</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Contractor telemachine 115 Amp</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Capacitor 25 KVR</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>APFC relay 8 step</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Rewiring of AMF of DG set, after replacement of defective parts (Putting the DG Set of auto mode in case of failure of power supply)</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>Replacement of cooling tower fills &amp; repair of header of cooling tower.</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>PVC fills 600 mm x300 mmx150mm</td>
<td>300</td>
</tr>
<tr>
<td>b)</td>
<td>PVC pipe of different size of headres</td>
<td>2</td>
</tr>
<tr>
<td>6.</td>
<td>Changing of compressor oil of machine &amp; replacement of following parts:-</td>
<td></td>
</tr>
<tr>
<td>a)</td>
<td>Compressor oil syntethatic 220 SW make carrier.</td>
<td>-</td>
</tr>
<tr>
<td>b)</td>
<td>Replacement of Internal oil filters of compressor</td>
<td>4no.</td>
</tr>
<tr>
<td>c)</td>
<td>Replacement of external oil filters of machine</td>
<td>3no.</td>
</tr>
<tr>
<td>d)</td>
<td>Replacement of external driver filter of machine</td>
<td>3</td>
</tr>
<tr>
<td>e)</td>
<td>Topping of R-134 Referidrant Gas in Machine</td>
<td>61</td>
</tr>
</tbody>
</table>
(ii). Electrical

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Unit</th>
<th>Qty.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Repair of Self Starter of 500 KVA, Replacement of pinion, complete overhauling of self starter.</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Rewinding of Cooling tower motors, opening the same from cooling tower taking the same to workshop, rewinding the motor by super-enamel copper wire.</td>
<td>No.</td>
<td>3</td>
</tr>
<tr>
<td>3.</td>
<td>Replacement of oil Pump of compressor No. 2 of Machine No. 2</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Removing the R-134 Gas from Compressor No. 1 of Machine No. 2 for plugging the oil leakage from compressor</td>
<td>Job</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Off Loading the Compressor from the machine overhauling of Compressor, replacement of ‘O’ Rings and gaskets, replacement of bearing of compressor.</td>
<td>Job</td>
<td>1</td>
</tr>
<tr>
<td>6.</td>
<td>Replacement of Synthetic oil of Screw Compressor as per manufactures recommendation</td>
<td>Ltrs</td>
<td>20</td>
</tr>
<tr>
<td>7.</td>
<td>Replacement of Internal filters of compressor</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>8.</td>
<td>Replacement of External oil filters of compressor</td>
<td>No.</td>
<td>1</td>
</tr>
<tr>
<td>9.</td>
<td>Replacement of Driver core assembly</td>
<td>Set</td>
<td>1</td>
</tr>
<tr>
<td>10.</td>
<td>Pressure testing of unit by Nitrogen, Plugging the leakage, vacuuming the units gas charging the unit.</td>
<td>Job</td>
<td>1</td>
</tr>
<tr>
<td>11.</td>
<td>Topping up the refrigerant R-134 in the system.</td>
<td>KG</td>
<td>30</td>
</tr>
<tr>
<td>12.</td>
<td>Dehydration of transformer oil, testing the oil for its dielectric strength after topping up the oil in the conservator tank of working transformer at site.</td>
<td>Job</td>
<td>2</td>
</tr>
<tr>
<td>13.</td>
<td>Supply of transformer oil for topping up of oil in transformer 1 &amp; 2.</td>
<td>Ltrs.</td>
<td>210</td>
</tr>
<tr>
<td>14.</td>
<td>Opening of transformer No. 2 (not working) dismantling the top cover after opening conservator tank, boucle’s replay temp. Meter and other accessories for replacement of HT bushing, complete servicing of transformer, &amp; commissioning the transform after topping up the oil &amp; dehydration of oil.</td>
<td>Job</td>
<td>1</td>
</tr>
<tr>
<td>15.</td>
<td>Replacement of worn out fan blade set of cooling tower balancing the same as per existing sample.</td>
<td>No.</td>
<td>3</td>
</tr>
</tbody>
</table>

2. **Eligibility criteria:**

   2.1 Bidders shall as part of their bid, submit duly executed power of attorney authorizing the signatory of the bid to bind the bidder.

   2.2 A bidder shall not be affiliated with a firm or entity

   (i) that has provided consultancy services related to the works to the Employer during the preparatory stages of the works,

   (ii) that has been hired (or is proposed to be hired)by the employer as consultant for the contract.

   2.3 The bidder shall not be under a declaration of ineligibility by employer for corrupt or fraudulent practices.

   2.4 The bidder should not have been blacklisted by any government department / public sector Undertakings.
3. **One Bid per Bidder**
3.1 A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner in a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture. A bidder who submits or participates in more than one bid is liable to be disqualified.

4. **Cost of Bid**
4.1 The bidder shall bear all costs associated with the preparation and submission of the bid, and FSSAI in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. **Site Visit**
5.1 The bidder is advised to visit and examine the site of work and its surroundings and obtain for itself all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at the bidder’s own expenses.
5.2 The bidder and any of its person or agent will be granted permission by FSSAI to enter upon its premises on the basis of written request in advance three days before between 10 to 02 PM on any working day or stipulated date.
5.3 FSSAI may conduct site visit.

**B – Bid Documents**

6. **Contents of Bid Documents**
6.1 The Bid Documents are stated below:

- **Section –I** Invitation for Bids (IFB).
- **Section –II** Instructions to Bidder (ITB)
- **Section –III** F-1 to F-9

6.2 The bidder is expected to examine all instructions, terms and specifications in the bid documents. The invitation for bid (IFB) together with all its attachment thereto, shall be considered to be read, understood and accepted by the bidders. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive will result in the rejection of the bid.

**C – Preparation of Bids**

7. **Language of Bid**
7.1 The bid prepared by the bidder and all correspondences and documents relating to the bid shall be in English language only.

8. **Documents comprising the bid**
8.1 The bid prepared by the bidder shall comprise the following components;
8.2 **Envelope 1:** Super scribving, “Techno – Commercial bids”.

**PART – I:**

i) Covering letter as per format “Submission of Tender”

ii) Bidders general details / information as per format F-1

iii) Power of Attorney in favour of person (s) signing the bid that such person (s) is authorized to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder.
iv) Specific experience / annual turnover and equipment deployment details as called for in qualifying requirement. All supporting documents shall be certified true copy duly signed dated and stamped by an official authorised for this purpose –F-4 & F-7.

v) A bid form as per format F-2.

vi) Copies of document as required in F-3.

vii) A confirmation that prices in requisite format, strictly complying with the requirement, are in envelope number II “Price Bid”

viii) Copy of bid security in accordance with Section-1 of IFB clause 1.

ix) Letter of authority in favour of anyone of bidders executive having authority to attend the Techno – Commercial bid and price bid opening on specified date and venue as per format F-6.

x) Bidder is required to submit employee provident fund registration certificate.

xi) Bidder’s declaration that they are not under liquidation, court receivership or similar proceedings.

xii) Any other information / details required as per bid documents.

Note: All pages of the bid to be signed and sealed by authorised person of the bidder.

8.3 Envelope – II : Super scribing “Price bid” PART – II

Price Bid

8.4 Part II shall contain Schedule of rates duly filled in-separate sealed envelope and stamp on each page superscribing on the sealed envelope “Price Bid”. In case of any correction the bidder shall put dated signature with stamp.

9. Bid Prices

9.1 The contract shall be for the whole work as described in the bidding documents, based on the unit rates and prices submitted by the bidder and accepted by FSSAI.

9.2 Prices must be filled in the format of schedule of rate enclosed as part of bidding documents, if quoted in separate typed sheets.

9.3 Bidder shall quote all the items of Schedule of Rates after careful analysis of cost involved for the performance of the completed item considering all parts of the bidding documents. In case any activity though specifically not covered in description of item under Schedule of Rates but is required to complete the work as per scope of work, the prices quoted shall deem to be inclusive of cost incurred for such activity. Items against which no rate of price is entered by the bidder will not be paid by FSSAI when executed and shall be deemed covered by the rate for other item and prices.

9.4 All duties and taxes including applicable custom duty, works contract tax and other levies payable by the contractor under the contract.

9.5 Price quoted by the bidder, shall remain firm, fixed and valid until completion of the contract and will not be subject to variation on any account except in Service Tax and Sales tax.

9.6 The bidder shall quote the prices both in figures as well as in words. There should not be any discrepancies between the price indicated in figures and the price indicated in words.

9.7 Alternative bids shall not be considered.
10. **Bid Validity**

10.1 Bids shall be kept valid for 04 (four) months from the final bid due date. A bid valid for a shorter period may be rejected by FSSAI as non-responsive.

10.2 In exceptional circumstances, prior to expiry of the original bid validity period, FSSAI may request the bidders to extend the period of validity for a specified additional period. The request and the responsive there to shall be made in writing or by fax/e-mail.

11. **Bid Security**

11.1 In pursuant to Clause-1.2.3 of IFB (Annexure – I), the bidder shall furnish, as part of bid, bids security in the amount specified in the Invitation for Bids (IFB).

11.2 The bid security required to protect FSSAI against the risk of bidders conduct which would warrant the security’s forfeiture in pursuant to Clause- 11.5(a).

11.3 Unsuccessful bidder’s bid security will be returned but not later than 30 days after the award of Contract.

11.4 The successful bidder’s bid security will be returned upon the bidder accepting the award & signing the Agreement, pursuant to Clause 22.1

11.5 The bid security may be forfeited.
   a) If a bidder withdraws his bid during the period of bid validity.
   b) In the case of a successful bidder, if the bidder fails:
      i) to accept the Notification of Award, or
      ii) to furnish Contract Performance Security in accordance with Clause- 23.1
      iii) to accept arithmetical corrections
      iv) Commence the work as per tender conditions.

12. **Format and Signing of Bid**

12.1 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, photocopies are also acceptable) and shall be signed by a person duly authorized to sign on behalf of the bidder.

12.2 The bid shall contain no alterations, omissions, or additions, unless such corrections are initialled by the person signing the bid.

**D. Submission of Bids**

13. **Sealing and Marking of bids**

13.1 Bid shall be submitted in the following manner in separately sealed envelopes duly super scribed as below:

- Envelop - I : Techno- Commercial bid
- Envelop - II : Price Bid
- Envelop - III : EMD amount & cost of Bid Documents.

13.2 Envelop - I shall contain **TECHNO- COMMERCIAL BID** complete with all technical and commercial details other than price. The bid shall be completely identical in all respect including enclosure and shall be enclosed separately in sealed envelope duly marked to FSSAI. The envelope shall also indicate name of the bidder.
13.3 **Envelop - II (PRICE BID)**: This envelop shall contain the Price Bid and shall be superscribed as Price Bid.

**Envelop – III (BID SECURITY)** in original shall be submitted sealed in a separate envelope duly marked and addressed to FSSAI.

13.4 The three envelopes should be enclosed in a larger envelope duly sealed, marked and bear name of addressee and tender number also.

13.5 If the outer envelope is not sealed and marked properly, FSSAI shall have no responsibility of bid misplacement or premature opening.

13.6 Each bidder shall submit only one bid. A bidder who submits more than one bid will be rejected.

14. **Deadline for submission of bid**

14.1 Bids must be received by FSSAI at the address specified in the Invitation for Bids (IFB) not later than date and time stipulated in the IFB.

15. **Tender Liable to rejection:**

15.1 Tender which do not fulfil all or any of the conditions laid down in this notice, or contain conditions not covered and/or not contemplated by the General Conditions of Contract and/or the Special conditions of contract and/or expressly prohibited therein or stipulate additional alternative conditions shall be liable to be rejected.

Tenders shall be liable to rejection also on the following grounds.

(a) Tender submitted late.

15.2 Any bid received by FSSAI after the deadline for submission of bid prescribed in IFB, will be rejected and return unopened to the bidder.

16. **Modification and withdrawal of bids**

16.1 The bidder may modify or withdraw his bid after the bid submission but before the due date for submission, provided that written notice of the modification/withdrawal is received by FSSAI prior to the deadline for submission of bid.

16.2 The modification shall also be prepared, sealed, marked and despatched in accordance with the provision of Clause 13.2 with the outer and inner envelops marked “modification” or “withdrawal”, appropriate.

16.3 No bid shall be modified after the deadline for submission of bid.

16.4 No bid shall be allowed to be withdrawn in the interval between the dead line for submission of bid and expiration of the period of bid validity specified on the bid form. Withdrawal of a bid during this interval shall result the bidder’s forfeiture his bid security as specified in Clause 11.5(a).
E –BID OPENING AND EVALUATION

17. Bid Opening / Technical Bid Evaluation

Preliminary Examination:-

17.1 Technical Evaluation Committee (TEC) will open bids, including withdrawal and modification made, in the presence of bidders’ designated representatives who choose to attend on the date, time and location stipulated in the IFB. The bidders’ representatives, who are present, shall sign a bid opening register evidencing their attendances. The purpose of preliminary examination is to identify and reject bids that are incomplete, invalid, or substantially non-responsive to the bidding documents and therefore, are not to be considered further.

18. Evaluation process

18.1 The technical bid shall be opened first. The Price Bid (Envelope No 2) will be opened only after those tenderers whose technical bid is found to be in order and technically acceptable.

18.2 The bidder who does not fulfil the documents required as per pre-qualification criteria, tender conditions, have major deviations, do not submit proper EMD and experience certificates their tender may be treated as non responsive and their Price Bid (Envelope No. 2) shall not be opened.

18.3 Examination of bids and determination of responsiveness:

TEC will determine whether each bid –

a) Meets the Bid Evaluation criteria,
b) Has been properly signed,
c) Is the bid accompanied by the required security i.e. the amount as required in ITB / Bid data sheet, conforms to the specified format and issued by an acceptable source?
d) Is substantially responsive to the requirements of the bidding documents.
e) Does the bidder hold a valid licence from Central / State Licensing Authority?
f) Check for arithmetic errors and acceptance of corrections by the bidders.

19. Determination of Award

19.1 Selection Criteria and Weighting

The criteria and weightings to be used to review the tenders.

- Selection criteria to be used are assigned a weight;
- Criteria weightings are to be within the range of 70% to Technical Bids and 30% to Financial Bids. The total marks scored in Technical and financial evaluation by the bidder will be taken into account to decide the lowest bidder.
- Sum of all weights total is 100.
The weighting range for Selection Criteria to technical Bids should be within the following:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Total value of work done</td>
</tr>
<tr>
<td>2.</td>
<td>Past Performance (rating/grading) by clients</td>
</tr>
<tr>
<td>3.</td>
<td>Turn over &amp; Nature of work completed in the Govt., PSU &amp; Private Organizations</td>
</tr>
<tr>
<td>4.</td>
<td>Experience on the relevant field</td>
</tr>
<tr>
<td>5.</td>
<td>Documents specified.</td>
</tr>
</tbody>
</table>

**Commercial / Financial Bid Evaluation:**

The Commercial bid of those bidders, who score 50 % and above in the Technical Evaluation will only be opened. Ineligible Commercial bids will not be opened.

The lowest evaluation Financial Proposal (Fmin) will be given the maximum financial score F(n) of 30 points. The marks scored by the bidders as per scoring criteria mentioned in above (Technical Evaluation) will be marked as T(n).

The Normalized financial scores F(n) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

\[
F(n) = \frac{30 \times F_{\text{min}}}{F_b}
\]

Here, \(F(n)\) = normalized finance score for the bidder under consideration.

\(F_b\) = absolute financial score for the bidder under consideration

\(F_{\text{min}}\) = minimum absolute financial score obtained by any bidder.

**The Bidder with highest T(n) + F(n) will qualify**

**F. Award of Contract**

20. **Award**

20.1 FSSAI will award the contract to the successful bidder whose bid has been determined to be substantially responsive and the lowest, is also determined to be qualified for satisfactory performance of the contract.

20.2 FSSAI reserves the right to accept or reject any bid or all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder.

20.3 FSSAI reserves the right to split the contract without assigning any reason whatsoever and award the same to two or more different contractors in spite of the fact that bid of a particular contractor is lowest.

21. **Notification of award**

21.1 Prior to the expiration period of bid validity, FSSAI will notify the successful bidder in writing that his bid has been accepted. FSSAI will promptly return un-successful bidder’s bid security in pursuant to Clause- 23.3.

22. **Signing of Agreement**

22.1 FSSAI will award the contract to the successful bidder, who within 15 days of receipt of the same, shall sign and return the acceptance copy to FSSAI.

22.2 The successful bidder shall be required to execute an Agreement in the proforma given in the standard bidding documents on non judicial paper of appropriate value (the cost of stamp paper shall be borne by the bidder), within 15 days of the receipt of the Notification of Acceptance of Tender. In the event of failure on the part of the successful bidder to sign the Agreement within the
above stipulated period, the bid security shall be forfeited and acceptance of the tender shall be considered as cancelled.

23. **Contract Performance Security**

23.1 Within 15 days of the receipt of the Notification of award from FSSAI, the successful bidder shall furnish the contract Performance Security in the form provided in the bid documents. The contract performance security will be in the form of either Banker’s Cheque or Demand Draft or Bank Guarantee.

23.2 The contract Performance Security shall be for an amount equal to 10% value of the contract towards faithful performance of contractual obligations. Bank guarantee should from Nationalized Indian Banks and that shall be valid for a period of contract period and 02(Two) more months. Performance Security shall be returned to the contractor after the fulfilment of all contractual obligations.

23.3 Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the contract and forfeiture of the bid security, in which FSSAI may award the contract to the next lowest evaluated bidder or call for new bids.

24. **Time for completion of the work**

24.1 **Deployment of Staff by the Contractor:** As soon as the contract is awarded, contractor shall depute his authorized supervisor for conducting and supervising the repair and maintenance jobs. The contractor shall also depute his team of mechanics during the operation of this contract. The strength of the mechanics to be deputed shall be adequate to meet the workload so that satisfactory progress of work is maintained.

24.2 The contractor shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.

G  **Payment:**

25.1 FSSAI will make payment to the contractor within a reasonable period after deduction of TDS.

25.2 The payment will be released to the contractor against the bill raised in the name of FSSAI. FSSAI may withhold payment to such an extent as may be necessary to protect itself from loss on account of:

   i. Defective work not remedied.
   ii. Damage to FSSAI property.
   iii. Reasonable doubt that the contractor cannot complete the balance work.

25.3 Levy/Taxes payable by contractor - Sales Tax/ VAT or any other tax on materials in respect of this contract shall be payable by the contractor and FSSAI shall not entertain any claim whatsoever in this respect.

26. **Applicable Law:**

26.1 The contract shall be interpreted in accordance with the Laws of the Union of India. Contractor shall be solely responsible for compliance of all labour laws, payment of fair wages/ salaries and allowances to his personnel that might become applicable
under any new act, law or order of Government of State / Centre. FSSAI shall have no liability whatsoever in any manner.

26.2 Minimum wages to be complied with - The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time and rules framed hereunder and other labour laws affecting contract labour that may be brought into force from time to time.

27. Jurisdiction:
27.1 Notwithstanding any other court or courts having jurisdiction to decide the questions forming subject matter of a suit any and all actions proceedings arising out of or relative to this contract (including any arbitration in terms thereof) shall be only in the court of competent civil jurisdiction in this behalf at Delhi only.

28. Resolution of Dispute:
28.1 All disputes arising out of this contract shall be referred to a sole arbitrators who shall be a person selected by the contractor out of the panel of three persons nominated by FSSAI, and their decision /award shall be final and binding on both parties. The Arbitration shall be governed under the Indian Arbitration Act 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this contract. Any court cases/arbitration matter will be within the jurisdiction of Delhi.

29. Force Majeure:
29.1 Notwithstanding the provisions stated above, the service provider shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it’s delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.

29.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the service provider and not involving the contractor/service provider’s fault or negligence and not foreseeable.

29.3 If a Force Majeure situation arises, the contractor/ service provider shall promptly notify FSSAI in writing of such conditions and the cause thereof. Unless otherwise directed by FSSAI in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
FORMS AND FORMATS
F-1

(Bidder’s General Information)

To

Joint Director (Mgmt)
FSSAI, FDA Bhawan
3rd Floor, Kotla Road,
New Delhi – 110002

1.1 Bidder’s Name : ________________________________

1.2 Number of Years in operation: ________________________________

1.3 Registered Address : ________________________________

1.4 Operation address, if different from above

1.5 Telephone Number : ________________________________

1.6 E.mail address & Web Site: ________________________________

1.7 ISO Certification, if any : ________________________________

SIGNATURE OF THE BIDDER WITH SEAL
BID FORM

To

Th Joint Director (Mgmt)
FSSAI, FDA Bhawan, 3rd Floor,
Kotla Road, New Delhi

Dear Sir,

After examining/reviewing the Bidding Documents for --------------------------- including technical specifications, General Conditions of Contract etc. the receipt of which is hereby duly acknowledged, the undersigned, pleased to offer to execute the whole of the work and in conformity with, the said Bid Documents, including Addenda Nos. ____________ (if any).

We confirm that this bid is valid for a period of four (4) months from the date of opening of Techno-Commercial Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the performance security equal to 10% (ten per cent) of the Contract Price, for the due performance with in fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

In case of acceptance of the tender by FSSAI, I / we bind myself / ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which I / we shall have no objection to the forfeiture of EMD.

We understand that you are not bound to accept the lowest priced or any bid that you may receive.

SIGNATURE OF THE BIDDER WITH SEAL

Duly authorized to sign bid for and on behalf of ________________________________

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:
LIST OF ENCLOSURES

To
Joint Director (Mgmt)
FSSAI, FDA Bhawan,
3rd Floor, Kotla Road,
New Delhi

Dear Sir,

We are enclosing the following documents as part of the bid:

1. Power of Attorney of the signatory to the Bid Document on Non judicial stamp Paper.
2. Experience Certificate (work order & completion certificate)
3. Requisite amount of bid security (EMD) in the form of DD.
4. Document showing annual turnover for the last three years such as annual reports, profit and loss account, net worth etc. along with information as sought in enclosed format F-4 and F-5.
5. Copy of Bid Documents along with addendum/corrigendum no. duly signed and sealed on each page, in token of confirmation that Bid Documents are considered in full while preparing the bid and in case of award of work, will be executed in accordance with the provisions detailed in Bid Documents.

SIGNATURE OF THE BIDDER WITH SEAL
Annual Turnover data for the last 3 years

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
<th>Amount (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 1:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 2:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 3:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. The information supplied should be the Annual Turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

SIGNATURE OF THE BIDDER WITH SEAL
Financial Status

Bidder’s Legal Name :
__________________________ Date :

Tender No. :______________

FINANCIAL DATA FOR LAST AUDITED FINANCIAL YEAR (2012-13)

<table>
<thead>
<tr>
<th>Description</th>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Working Capital (1-2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Owners funds (Paid up share capital</td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Free Reserves &amp; Surplus)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Profit Before Tax</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Attached are copies of the audited balance sheets, including all related notes and income statement for the last Audited Financial year, 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
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT NEGOTIATIONS/CONFERENCES

No. Date:

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

Dear Sir,

We _____________________________________ hereby authorize following representative(s) to attend Technical bid opening and price bid opening and for any other correspondence and communication against above Bidding 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 on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.
### DETAILS OF SIMILAR WORK DONE DURING LAST FIVE YEARS

<table>
<thead>
<tr>
<th>Description of the work</th>
<th>Location of the work</th>
<th>Full Postal address &amp; Phone Number of client &amp; Name of officer-in-charge</th>
<th>Value of the contract</th>
<th>Date of commencement of work</th>
<th>Schedule completion Time (Months)</th>
<th>Date of actual completion</th>
<th>Reasons for delay in project completion, if any</th>
</tr>
</thead>
</table>

Note: Copies of Letter of awards and completion certificate for the above works to be enclosed and certificate to be considered for evaluation. The Work completed earlier than five years and the list of work, not of similar nature need not be indicated here.

**SIGNATURE OF BIDDER WITH SEAL**
# PRESENT COMMITMENTS OF THE BIDDER

<table>
<thead>
<tr>
<th>Full Postal Address and phone nos of Client &amp; Name of Officer-in-Charge</th>
<th>Description of the work</th>
<th>Date of Commencement of work</th>
<th>Scheduled comp. period</th>
<th>% Age comp. as on date</th>
<th>Expected date of completion</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Note: This list must be a full list of all types of works in hand. Please attach the supporting documents.

**SIGNATURE OF BIDDER WITH SEAL**
PRICE BID /COMMERCIAL BID
(To be sealed and placed in Envelope –II
Super Scribed as ‘Financial Bid’)

PRICE BID
Comprehensive Repairing for HVAC Plant Systems & Electrical installation

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>Description of Work</th>
<th>Rates to be quoted in figures &amp; in words.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In figures                               In words</td>
</tr>
<tr>
<td>1.</td>
<td>“Comprehensive</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(i) Repairing for HVAC Plant Systems with their chilling units, AHU’s, Cooling Towers, Hot Water Generators, Pumps &amp; Allied accessories” as per the scope of work mentioned in page No. 11 of the tender document.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(II) Repairing cost of Electrical installations as per the scope of work mentioned in page No. 12 of the tender document.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Taxes, if any (please mention the nomenclatures of the taxes and percentages).</td>
<td></td>
</tr>
</tbody>
</table>

Grand Total(inclusive of all taxes)

Note:

1. The Contractor is to quote the rate in INR.
2. The rates are to be quoted both in figures and words. No over writing or cutting allowed.
3. The above quantities, wherever indicated are only for the purpose of evaluation.
4. The repair of HVAC/ replacement of parts shall carry a warranty of One year without any extra / additional cost on FSSAI.

SIGNATURE OF BIDDER WITH SEAL

Date

*******************