



F No. 01/FSSAI/HK_Tender-WR/2015-16
Food Safety and Standard Authority of India
Ministry of Health & Family Welfare,
Unit no.902, 9th Floor, Hallmark Business Plaza,
Opp. Gurunanak Hospital, Bandra (E), Mumbai- 400051

The 31st August, 2016

TENDER NOTICE

Housekeeping & Security work, at FSSAI office at Western Region, Mumbai

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 Housekeeping & Security services at Food Safety and Standards Authority of India, Unit no. 902, Hallmark Business Plaza, Opp. Gurunank Hospital, Bandra East, Mumbai- 400 051.

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/- (Rupees five hundred only) (non-refundable) in the form of Demand Draft drawn on any Nationalized Bank in favors of Designated Officer, FSSAI, payable at Mumbai.

Address for communication: Director, FSSAI, Western Region, Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051

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 Housekeeping & Security services, at Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051” and should reach on or before 22nd September, 2016 by 1300 hrs.

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

Director, Western Region, Mumbai
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

Form No. 1

To _____
M/s _____

Subject:- Hiring of Housekeeping & security Service at FSSAI office, Mumbai.

INVITATION TO TENDER (ITT)

Sealed Tender in Duplicate are invited for providing Housekeeping & Security services at offices of FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA located at Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai - 400051 in the prescribed format as per the tender document.

1. The details are given below:

1.1	TENDER NUMBER	F.No.1/FSSAI/HK-Tender-WR/2016-17
1.2	DESCRIPTION OF ITEM	Hiring of Housekeeping & Security Services.
1.3	TYPE OF TENDER	Double Bid System (Technical and Financial)
1.4	DATE OF SUBMISSION OF CLASSIFICATION BY CONTRACTOR	On or before 22nd September, 2016 by 13.00PM
1.5	LAST DATE AND TIME OF SUBMISSION OF BID	22nd September, 2016 up to 13.00 PM
1.6	DATE AND TIME OF OPENING OF TECHNICAL BIDS	22nd September, 2016 at 15.00 PM
1.7	DATE AND TIME OF OPENING OF FINANCIAL BIDS	The commercial offers only will be opened of the firm who technically qualifies by the Technical Evaluation Committee (TEC). So the date of opening of Financial Bids would be communicated in due course of time.
1.8	BID VALIDITY	90 days from the date of Technical Bid opening
1.9	E.M.D. VALIDITY	180 days from the date of Technical Bid Opening
1.10	E.M.D.	Rs. 1,00,000(Rupees one lakh only) (Interest free)
1.11	SECURITY DEPOSIT/ PERFORMANCE BOND	10 % of the contract value
1.12	VALIDITY OF PERFORMANCE BANK GUARANTEE	180 days after the expiry of the contract.
1.13	CONTRACT DURATION	12 months from the date of awarding contract with provision for further extension depending upon the satisfactory performance.
1.14	SUBMISSION OF BIDS	Sealed quotations addressed to Director, Western Region, FSSAI, Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai - 400051 and may be delivered by Hand.

2. INSTRUCTIONS TO BIDDER (ITB)

2.1 The Tender Form (non transferrable) can be obtained from the office of Director, FSSAI at Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051 on any working days between 11.00 to 03.00 PM on remittance of cost of Tender (non-refundable) of Rs. 500/-, either by crossed Account Payee Demand Draft drawn on any scheduled bank or any nationalized bank in favour of Designated Officer, FSSAI, payable at Mumbai.

2.2 **The tender is in two parts i.e. (i) Technical Bid (ii) Financial Bid** shall be sealed separately in two envelopes and super-scribed as Technical Bid (Envelop No. 1) and Financial Bid (Envelop No.2) and enclosed in a larger sealed outer cover and super-scribed as “Tender for Housekeeping & Security Services at FSSAI”.

2.3 The two envelopes sealed separately shall contain information as under:-

(a) **Technical Bid (Envelope – I)**. The first sealed envelope shall contain details of general matter pertaining to tender viz. Earnest Money.

(b) **Financial Bid (Envelope No. 2)**. The sealed envelope shall be marked as “Financial Bid” and shall contain the schedule of rates duly filled in and signed.

2.4 Earnest Money shall be deposited in the form of DD / Pay Order / Banker Cheque issued by the Nationalized Bank in favour of Authorized Officer, FSSAI, Mumbai. Earnest money in any other form except mentioned above will not be accepted.

2.5 The Bidding document is not transferrable.

2.6 **Scope of work:**

The scope of work for hygiene & housekeeping services to be provided is referred as “Mechanized Housekeeping Services”.

i) Daily upkeep and cleaning of the floor areas (as mentioned hereunder) including rooms, wash basins, walls corridors, grills, railings, doors, window fixtures & fittings including lights and fans, passages etc on regular daily needs basis, by providing all inputs including proper tools, cleaning equipment, detergents/ cleaning agents, disinfectants, scrubbers, naphthalene balls, repellents, sprayers, liquid soaps buckets, baskets, brooms, etc. of reputed brands like Johnson. List of chemicals required for housekeeping work are given Appendix – 2(Page – 13)

ii) Unless specific otherwise, the Staffs are supposed to be report for duty as per approved schedule at (i) Office of Director, FSSAI, Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051. The Housekeeping/cleaning services should be done daily from Monday to Saturday and it must be borne in mind that some activities need to be started early in the morning and completed before 09.00 AM. Similarly some other activities can be done only on Saturday and Sundays or other Holidays to avoid inconvenience to the users of the building. The work on Saturday, Sunday or Holidays as required shall be carried out at no extra cost. However deep cleaning of all the housekeeping related services will be done by the bidder once a week.

- iii) Upkeep of floors using swappers drenched with water mix with portion of detergent powder of approved make once daily. Mopping of floor should be done twice daily, once with water mix of detergent powder and second time with plain water. All the toilets in the building should also be washed with Phenyl. All toilets/corridors should be washed with phenyl mixed water once daily and second time with plain water. Disinfectant liquid should also be used at least once a day.
- iv) Dust cleaning in computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipments, accessories etc. and cleaning of all window glasses and grills, cleaning of window panes.
- v) Spraying Room fresheners daily at regular intervals.
- vi) Scrubbing of toilets, wash basins, sanitary fittings, glasses and toilets floors.
- vii) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. brush thoroughly to include below level and under rims including areas at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet paper, air freshener, and sanitary cubes and naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- viii) Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, fire-fighting equipments, nameplates, plant boxes, doormats etc.
- ix) Putting plastic bags in all dustbins to avoid stains & stinks and clear them on daily basis.
- x) The Contractor shall ensure pest, animal and rodent free environment in the office premises of the FSSAI sites covered under the contract and shall take effective measures including fogging etc.
- xi) The service provider shall provide dry-cleaning/shampooing, vacuum cleaning services for the furniture, fixtures, sofa chairs, ventilation blinds, curtains, towels, etc whenever required.

3. STAGES OF BID EVALUATION

Bid Opening

- 3.1 The bid opening committee would publicly announce the following important information about each bid and sign the tabulated sheet simultaneously:-
 - (i) Name of the bidder, single or a JV of firms,
 - (ii) Withdrawal of bid (s), if any,
 - (iii) Presence / absence of bid security and its amount.
- 3.2 The representatives of the bidders are also required to sign their presence and also desirability to accept, the announced information about their bids. A checklist is provided as Bid Opening checklist.
- 3.3 If a bid has been withdrawn by telex, fax or E-mail, it should nonetheless be read out informing its status of withdrawal to all the participants of the Bid opening and should not

be returned to the bidder until the authenticity of the withdrawal notice has been confirmed.

- 34 No bid should be rejected at the bid opening except those received after the deadline for receipt of bids. Such bids shall be returned unopened to the bidder.

3.5 Steps of Bid Evaluation

- 3.6 The evaluation process should begin immediately after bid opening. 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.

Preliminary Examination to include:-

- i) Has the bid been properly signed by the authorized person (s) and the authorization is available / bonafide?
- ii) Does the bid generally and substantially meet the requirements of the bid documents?

3.7 Bid Validity

The Bid shall be valid for acceptance for the period as indicated in the "Invitation to Tender" (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiration of the validity period or any extension agreed thereof.

3.9 Eligibility:

Tenderers shall submit documentary proof of eligibility criteria, failing which the tender will be summarily rejected and should comply with the following eligible criteria:-

a) Should have satisfactorily completed (at least one of them should be in Central Government/ Central Autonomous Bodies/ Central PSU) either three similar works each costing not less than 20 Lakhs of the estimated cost put to tender or two similar works each costing not less than 40 Lakhs of the estimated cost put to tender or one similar work costing not less than 50 lakhs of the estimated, cost, during the last 03 years ending last day of the month of March 2016.

b) Contractor should submit work order with work completion certificate of the same work

c) The average annual turnover of the Contractor in the last 3 financial years should be minimum of Rupees 01(One) crore.

d) Contractor should enclose certified copy of registration certificate under Employee Provident Fund Act and also latest proof of the same (Challans to be attached).

e) Tenderer should enclose certified copy of registration certificate under Employee State Insurance Act and also latest proof of the same (Challans to be attached).

f) Latest copy of license from Labour Commissioner to employ contract labour under Contract Labour Act.

g) The tenderer would be required to provide certified copy of Income Tax PAN Card of the Tenderer.

h) Tenderer should submit certified copy of service tax registration certificate which should be in the name of the Tenderer.

i) Bid should be complete and covering the entire scope of job and should confirm to the General and Special conditions indicted in the bid documents. Incomplete and non-confirming bids will be rejected outright.

j) No Joint Venture/ consortium is allowed to participate in the tender process.

k) Should not have been blacklisted by any Central/ State Govt. agency/ any other private agency.

3.6 BID SECURITY

3.6.1 The Bid Security is required to protect the FSSAI against the risk of Contractor's conduct, which would warrant the security's forfeiture in pursuance to clause 14.6.

3.6.2 The Contractors must enclose with the Bid Security with the Technical Bid. The amount for bid security has been indicated in the "Invitation to Tender".

3.6.3 The Bid Security shall be acceptable in any of the following forms:-

(a) Bank Draft in favour of Designated Officer, FSSAI, payable at Mumbai and valid for three months from the date of issue.

(b) Bank Guarantee in the prescribed format as per Annexure – 3, valid for 180 days beyond the date of required validity of offer. The bank guarantee will have to be given from the Nationalized / Scheduled Bank, on non-judicial stamp paper as per stamp duty applicable at the place from where the bid has emanated. The non - judicial stamp paper should be in the name of the issuing bank.

3.6.4 The Bid Security shall be forfeited by FSSAI in the following events:

a) If Bid is withdrawn during the validity period or any extension thereof duly agreed by the Contractor.

b) If Bid is varied or modified in a manner not acceptable to FSSAI during the validity period or any extension of the validity duly agreed by the Contractor.

c) If a Contractor, having been notified of the acceptance of its bid, fails to furnish Security Deposit/Performance Bank Guarantee (Performance Security) within 30 days of notification of such acceptance.

3.6.5 The Bid Security of unsuccessful Contractor will be returned on finalization of the bid. The Bid Security, of successful Contractor will be returned on receipt of Security Deposit/ Performance Bond (Performance Security).

3.7 **Completeness of Bid:** Unless the bidding documents have specifically allowed, bids not offering all of the required items should ordinarily be considered non-responsive. If any erasures, interlineations, additions, or other changes have been made, these should be

initialed by the bidder. Exceptions from bid conditions are acceptable if they are corrective, editorial, explanatory; otherwise, they should be treated as deviations. Missing pages in the original copy of the bid which affect the ranking of the Bidders may be a cause for rejection of the bid.

3.8 Major deviations to the commercial requirements and technical specifications are a basis for the rejection of bids. As a general rule, major deviations are those that if accepted, would not fulfill the purposes for which the bid is requested, or would prevent a fair comparison or affect the ranking of the bids that are compliance with the bidding documents. Major deviations include:-

- (i) Failing to respond to specifications.
- (ii) Failing to comply with Mile-stones/critical dates provided in Bidding Documents.
- (iii) Subcontracting contrary to the Conditions of Contract specified in Bidding Documents.
- (iv) Refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage.
- (v) Taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures.
- (vi) Those deviations that are specified in the ITB requiring rejection of the bid (such as, in the case of works, participating in the submission of other bids other than as a subcontractor).

3.9 A bid is likely not to be considered in the light of above, if

- (i) It is submitted by a Bidder who has participated in more than one Bid.
- (ii) It is received after the time and date fixed for its receipt.
- (iii) It is submitted through fax, telex, telegram or e-mail.
- (iv) It is not accompanied with Bid Security.
- (v) It is unsigned.
- (vi) Its validity is less than specified.
- (vii) It is submitted for incomplete Scope of Work.
- (viii) It indicates that Bid Prices do not include the amount of taxes & duties.
- (ix) If Bidder refuses to accept the arithmetic corrections.
- (x) It is materially and substantially different from the Conditions/Specifications of Bidding Documents.
- (xi) It provides Sub-contracting, contrary to conditions specified in the Bidding Documents.
- (xii) It fails to comply Mile-Stones/critical dates specified in Bidding Documents.
- (xiii) The bidder is not valid license holder.

4.0 LANGUAGES AND SIGNING OF BID

4.1 The bid prepared by the Contractor and all correspondence and documents relating to the bid exchanged by the Contractor and the Authority shall be written in English Language, supporting documents and printed literature furnished by the Contractor may be in another language provided they are accompanied by an accurate translation of the relevant passage in English, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- 4.2 The Contractor shall clearly indicate their legal constitutions and the person signing the bid shall state his capacity. The power of attorney or authorization or any other documents consisting of adequate proof of the ability of the signatory to bind the Contractor, shall be annexed to the bid. FSSAI may reject outright any bid not supported by adequate proof of the signatory's authority.
- 4.3 The Contractor shall have to accept all the terms and conditions as laid down in the bidding document.
- 4.4 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 4.5 The complete bid including the prices must be written by the Contractors in indelible ink. Bids and or prices written in pencil will be rejected.

5 REQUIRMENT OF MANPOWER

- 5.1 (a) Housekeeping – 03 (Three) & Security-02 Security Guards- FSSAI, W/R, Mumbai
(b) Housekeeping – 01 (One) & Security-02 Security Guards- FSSAI, JNPT, Mumbai

6.0 CONTENT OF BID DOCUMENTS

- Annexure – 1 : Bid Opening check list
Annexure – 2 : Financial Bid/ Price Bid
Annexure – 3 : Cost of Consumables (Manpower + cleaning materials)
Annexure – 4 : Performance Security
Annexure – 5 : Authorization letter for attending Tender Opening meeting
Annexure – 6 : Checklist
Annexure – 7 : Past experiences
Annexure – 8 : Service feedback form

7.0 INCOME TAX LIABILITY

The Contractor will have to bear all Income Tax liability both corporate and personal tax/ liability of the personnel deployed by him.

8.0 LATE BIDS

- 8.1 Contractors are advised in their own interest to ensure that bids shall be reached before the closing specified date and the time of the bid.
- 8.2 Any bid received after dead line for submission of bid, will be rejected and returned unopened.

9.0 DETERMINATION OF AWARD

9.1 AWARD CRITERIA

The Authority will award the contract to the successful bidder/ Contractor whose bid has been determined to be in full conformity to the bid document and has been determined as the lowest evaluation bid.

- 9.2 FSSAI shall have the right to accept any bid and to reject any or all bids.
- 9.3 FSSAI reserves the right to reject, accept or prefer any bid and to cancel the bidding process and reject all bids at any time prior to award to contract without thereby incurring any

liability to the affected Contractor or Contractor or any obligation to inform the affected Contractor.

10.0 NOTIFICATION OF AWARD (NOA)

10.1 Prior to the expiration of the period of bid validity, the Director, Western Region, FSSAI, Mumbai will notify the successful Contractor in writing that its bid has been accepted.

10.2 The notification of award will constitute the formation of the contract.

10.3 Upon the successful Contractor's furnishing performance security, pursuant to clause 27, the Director, FSSAI, Western Region, Mumbai will promptly notify each unsuccessful Contractor and discharge their bid securities.

11.0 MOBILISATION PERIOD

Successful Contractor shall be required to mobilize for commencement of services at the specified sites within a maximum of 30 days from the date of LOI/NOA.

12.1 SIGNING OF CONTRACT

12.2 The successful Contractor is required to sign a formal detailed contract with Director(Western Region), FSSAI, Mumbai within a maximum period of 30 days if date of LOI / NOA. Until the contract is signed, the LOI shall remain binding amongst the two parties.

12.3 PERFORMANCE SECURITY

12.4 Within 15 (fifteen) days of the receipt of notification of award (NOA) from the FSSAI the successful Contractor shall furnish the performance security in accordance with the condition of the contract, in the performance security form provided at Annexure-8 of the bidding documents, or another form acceptable to the FSSAI.

12.5 Failure of the successful Contractor to comply with the requirement of shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security. In which event the FSSAI may make the award to the next lowest evaluated Contractor or call for new bids.

13. APPLICABLE LAW AND JURISDICTION:

In case of any disputes related to this tender notice, the same 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.

SPECIAL CONDITIONS

14. COMPLIANCE OF LABOUR LAWS:

- 14.1 The Contractor shall at his own cost comply with the provision of labour laws, rules order and notification whether central or state or local as applicable, to him or to this contract from time to time. These Acts / Rules include without limitation to the followings:
- a) The Minimum Wages Act 1948 Rules and order issued there under from time to time.
 - b) The Workmen's Compensation Act 1923 with Rules, order and Notifications issued there under from time to time.
 - c) The payment of Gratuity Act 1972 with rules order and notification issued there under from time to time.
 - d) The mines Act 1952, the Factories Act 1948 or the Shops and Establishment Act, whichever is applicable with Rules, orders and issued.
 - e) The payment of Bonus Act 1956 with Rules, orders and Notification issued there under from time to time.
 - f) The payment of Wages Act 1936 with Rules, orders and Notification issued there under from time to time.
 - g) The Employee Provident Funds & Miscellaneous provision Act 1952 with Notification issued there-under from time to time.
 - h) The Employees State Insurance Act 1948
 - i) The Interstate Migrant workmen (Regulation of Employment and condition of Service) Act - 1979 and Central Rules framed there under.
 - j) All other Act/ Rules/ Bye Laws, order notification, etc present or future.
 - k) Applicable to the Contractor from time to time for performing the contract-job.
- 14.2 All employees of the Contractor shall be employed by the Contractor, FSSAI will not have any liability to absorb them at any point of time nor can they claim any right for employment in FSSAI.
- 14.3 The contractor shall have a valid license obtained from Licensing Authority under the contract labour (Regulation & Abolition) Act 1970.
- 14.4 The Contractor shall submitted the EPF code number obtained from the authorities concerned under Employees Provident Fund & Misc. provision Act, 1952.

The Contractor shall maintain all records/ register required to be maintained by him under various labour laws mentioned above and produce the same before the Statutory Authorities when required. These shall among other things include the following.

- a) Attendance Register/ Card
 - b) Muster roll
 - c) Register of Wages
 - d) Wages Slips
 - e) Register of Deductions
- 14.5 If any of the employees engaged by the Contractor misbehaves with any of the official of the FSSAI, or commit any misconduct with regard to the property of the FSSAI, Mumbai or Suffer from any serious communicable disease, the Contractor shall replace them immediately. Should FSSAI, Mumbai feel that the conduct of any of Contractor's employees is detrimental to Director, Western Region, FSSAI, Mumbai shall have the unqualified right to request for the removal of such employees either for incompetence, unreliability, misbehavior, security reason etc.

while on or off the job. The Contractor shall comply with any such request to remove such personnel at maximum of two working days to replace the person by competent qualified person at Contractor cost.

- 14.6 The Contractor shall not engage/employ persons below the age of 18 years.
- 14.7 The Contractor shall get the antecedents of the persons engaged by him verified from Police Station concerned and produce a certificate in this regard to Director, FSSAI, Western Region, Mumbai and also obtain Entry Passes/ Gate Passes (if applicable) for the personnel deployed by him for work from the security department of the FSSAI through section in charge.
- 14.8 The Contractor shall pay wages directly to his workmen in the presence of Authorized Representative of the FSSAI. The Contractor shall also ensure that no amount by way of commission or otherwise is deducted & recovered from the wages of the employees.
- 14.9 The Contractor shall provide necessary insurance coverage to his workmen engaged in the Execution of this contract so as to hold the Director, FSSAI, Western Region, Mumbai harmless for any act from Contractor's workmen in case of any accident mishap including death. The insurance cost of personnel working for Contractor at the site shall be borne by the Contractor.
- 14.10 The Contractor shall deploy adequate number of persons for execution of the work undertaken on Contract regulating their working hours and weekly off within the statutory limits. The Contractor shall be responsible for payment of overtime wages to his workmen if any, in case they are required to work beyond the prescribed hours under law.
- 14.11 Contractor shall provide proper Identification Cards to his employees to be deputed by him for work, duly signed by the Contractor or authorized person on behalf of the Contractor.
- 14.12 The personnel deployed by the Contractor for the job shall meet following requirements:
(i) Should be medically fit. They are liable to be checked by Authorized Medical Practitioners.
(ii) Should possess good conduct and discipline.
- 14.13 The requirement given in the scope of work is only indicative. Director, FSSAI, W/R, Mumbai reserves the right either to increase or decrease it as per requirement. The decision of Director, FSSAI in this regard shall be final and binding on the Contractor.

15. PAYMENT PROCEDURE:

- 15.1 The Contractor shall submit monthly bill to Director, FSSAI, Western Region, Mumbai by 2nd of every month with the consolidated monthly performance report duly verified and signed by nominated in-charge and the proof of payment to his personnel for the jobs completed during the previous month for verification and payment.
- 15.2 The bills are to be addressed to the Director, FSSAI, W/R, Mumbai.
- 15.3 Income tax shall be deducted at source at the time of payment to the Contractor in accordance with the provision of the relevant Acts as applicable.
- 15.4 Performance & Payment:

The monthly payment becomes payable only if the service performance has been measured by the Contractor. The Contractor with the help of "Feedback Mechanism" shall duly monitor the service delivery. A feedback instrument will be got approved from the Director, FSSAI, Western Region, Mumbai within two months from the award of the contract.

16. DISPUTE SETTLEMENT:-

16.1 FSSAI shall not be part of any kind of dispute arising between the labour employed by the contractor and contractors.

16.2 FSSAI shall not bear any cost of damages/ compensation awarded to the labour employed by the contractor and payment of any such amount shall be responsibility of the contractor only.

16.3 Clarification of Tender Documents

The tender is expected to examine carefully all the contents of the tender documents including instructions, conditions, forms, terms, etc. and take them fully into account before submitting his/her offer. Failure to comply with the requirements as detailed in these documents shall be at the tenderer's own risk. Tenderers which are not responsive to the requirements of the tender documents will be rejected.

The tenderer shall not make or cause to be making any alternation, erasure or obliteration to the text of tender documents.

Each agency shall submit only one tender. The tender who submits more than one tender for the same work will be disqualified.

While all efforts have been made to avoid errors in the drafting of the tender documents, the tenderer is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

Director, Western Region, Mumbai
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

Appendix – 2 List of Chemicals required & recommended for Housekeeping Services.

S. No.	Items to be cleaned	Make
1.	Bathroom items	Lever/ Taski/ Ecolab
2.	Rooms offices, items laminated furniture, PC, Marbles, granite floors	Johnson Diversy / Taski/ Ecolab
3.	Glass Surfaces	Johnson Diversy / Taski/ Ecolab
4.	Wood polish furniture	Johnson Diversy / Taski/ Ecolab
5.	Room air fresher (Spray)	Johnson Diversy / Taski/ Ecolab
6.	WC urinals	Johnson Diversy / Taski/ Ecolab
7.	Bathroom cleaner (Hard water)	Johnson Diversy / Taski/ Ecolab
8.	Carpet Shampoo	Johnson Diversy / Taski/ Ecolab
9.	Carpet deep cleaning	Johnson Diversy / Taski/ Ecolab
10.	Floor Stripers	Johnson Diversy / Taski/ Ecolab
11.	Kota, vinyl, Mosaic tiles – polish	Johnson Diversy / Taski/ Ecolab
12.	Marble Floors – Polishing	Johnson Diversy / Taski/ Ecolab
13.	Kota and hard floor	Johnson Diversy / Taski/ Ecolab
14.	Kota Vinyl, Mosaic tiles	Johnson Diversy / Taski/ Ecolab
15.	Hand disinfectant before / after going into critical areas	Johnson Diversy / Taski/ Ecolab
16.	Restorative product for fixture	Johnson Diversy / Taski/ Ecolab
17.	Hand soaps	Lever/ Taski/ Ecolab
18.	Wooden polish	Johnson Diversy / Taski/ Ecolab

FSSAI, W/R, Mumbai

S. no.	Activity	Continuous	Daily	Weekly	Monthly
1	Corridor Cleaning	Dust controlling with dust control	Scrubbing & Drying with Auto Scrubbing & Dryer	Deep Scrubbing & drying with single disk scrubber 7 wet Vacuum	
2	Office floors cleaning (including inside rooms / area)	Dust controlling with dust control	Wet moping	Drying with single Disk scrubber & dryer	
3	Staircase & lift area / foyer area cleaning		Wet moping followed with dry moping & grill cleaning twice a day	Vacuum with dry vacuum	Scrubbing & drying of staircase landing areas with single disk scrubber 7 wet vacuum
4	Door & door handle		Daily wiping	Deep damp cleaning brass polishing (if any)	
5	Drinking water	Wet & dry moping	Vacuum drying with wet vacuum cleaner	Scrubbing & drying with single disk scrubber & wet vacuum	
6	Garbage collection & disposal / dustbin		Removal of garbage in each shift	Washing of Dustbins	
7	Glass & Glass partition cleaning		Damp wiping	Washing & drying with Glass kit	
8	Wall			Damp wiping up to reachable height	Removal of cobwebs with dry vacuum
9	Fire extinguishers cleaning		Damp Wiping		
10	Tables, Chairs/ Sofa & other furniture / fixture		Damp wiping	Vacuum drying with dry vacuum	
11	Window Glasses (Inside & outside)		Washing drying with Glass kit (Section wise)		
12	Telephone / computer		Damp wiping		Vacuum cleaning with dry vacuum
13	Door mats		Vacuum with dry vacuum		Washing with high pressure jet
14	Electrical switches		Damp wiping		
15	Terrace cleaning				Collection removed of garbage
16	Spraying room freshener		Daily		
17	Tube light/ fan / wall fan etc		Weekly Manual / vacuum cleaning		

LIST OF CHEMICAL REQUIRED FOR HOUSE KEEPING WORK**A) M/S JOHNSON AND DIVERSITY**

S. No.	Chemicals	Items to be cleaned
1	R1	Bathroom items
2	R2	Room, offices, items, laminated, Furniture's, PC, Marbles, Granite Floors
3	R3	Glass surfaces
4	R4 Shine Up	Wood Polish Furniture
5	Good Sense	Room Air Freshener (Spray)
6	R6	WC urinals
7	R9	Bathroom cleaner (hard water)
8	T R 101	Carpet Shampoo
9	T R 103	Carpet deep cleaning
10	R 20	Floor stripers
11	Complete	Kota, Vinyl, Mosaic Tiles
12	Nobile	Marble Floors - polishing
13	Spiral	Kota and hard floor
14	Snapback	Kota, Vinly, Mosaic Tiles
15	Lever Star	Hand disinfectant before / after going into critical areas
16	Emerel	Restorative product for fixtures
17	Lineo	Wooden polish

AND / OR

M/s Eco - Lab.
Hankle

S. No.	Chemicals	Items to be cleaned
1	The Following chemicals should be of Oasis Compac Range and these chemicals are to be dispensed through a sleek Oasis Compact dispenser.	
	OC Bath room Cleaner	Bath Room fittings & fixtures
	OC Glass cleaner	Glasses
	OC Air Fresh	Air - Freshener
	OC Neutral Cleaner	
	OC Counter Act	
2	SIGLA	Floor mopping & scrubbing on daily basis
3	NITTOKLAR	Marble Crystallization on as and when required basis
4	BENDUEOL	Stripping of floor
5	POLLI	Regular buffing of Granite
6	SAPUR DUO	For carpet Cleaning
7	SAPUR A& B	Carpet Spotting
8	HELIOS	Stainless steel / chrome shining
9	OPTI	Wooden furniture polish

Note 1) The consumption of various chemicals shall be regulated as per the manufactures specifications.

BID OPENING CHECKLIST

(To be filled-out for each bid as it is read-out)

Contract Reference:

Bid Opening Date: _____ Time: _____

Name of Bidder: _____

(a) Is outer envelope of bid sealed? _____

(b) Is Form of Bid completed and signed? _____

(c) Expiration date of bid: _____

(d) Is documentary authority for signing enclosed? _____

(e) Amount of bid security (as required): _____

(f) Additional comments; _____

(g) Name of bidder or his representative who attended bid opening. _____

Bidders Representatives: _____

Convener of Committee: _____

PRICE FORMAT /COMMERCIAL BID
(To be sealed and placed in Envelope -2 along with price format of part 'B' Envelope to be Super Scribed as 'Financial Bid')

PRICE FORMAT
Facility Management Services

S. no.	Service Head	Cost of Manpower deployment (in Rs. Per month inclusive of taxes if any)	Cost on chemicals, (Rs per month inclusive of taxes if any)	Total amount (in Rs. Per month inclusive of taxes) (In figures)
A	“Mechanized Housekeeping, Landscaping Gardening ” at 1. Unit no.902, 9th floor, Hallmark Business Plaza, Opp. Gurunanak Hospital, Bandra (East), Mumbai – 400051*			
TOTAL				

* The contactor should provide breakup of cost components relating to manpower deployment, cost on chemicals, Misc. consumable, machines consumables along with a cost synopsis for each location separately in the Performa as per Appendix attached to this Annexure.

Note:

1. The Contractor is to quote the rate in INR tow decimals.
2. The rates are to be quoted both in figures and words. No over writing or cutting allowed.
3. Rates to be quoted will be inclusive of all supervision charges, all taxes but exclusive of service tax. The service tax will be reimbursed by Director, FSSAI, Mumbai if applicable.
4. The above quantities, wherever indicated are only for the purpose of evaluation. The requirement may increase or decrease and the decision of the Director, FSSAI, Mumbai in this regard shall be final and biding on the Contractor.
5. Also mention annual or once in three years % increase in wages.
6. Cost Synopsis of each site should be separately enclosed.

Date

Signature of Contractor
Seal of Contractor

Annexure – 3 (Appendix-1)

Cost of Facility Management comprising mechanized housekeeping etc.
for

A. Manpower Deployment cost

S. no.	Description of Manpower	Nos.	Unit Salary	Total Salary
Total				

Total cost on manpower deployment per month (Rs.)=

B. Cleaning Chemical Calculation

S. no.	Description of Chemicals required	Application Area	Required Quantity	Unit cost (Rs)	Total Cost (Rs)
1					
2					
3					
4					
TOTAL (Rs.)					

Chemical Cost per Month (RS)

C. Consumables Calculation

Miscellaneous Consumables Like, Duster, Maps, Buckets, Glass Cleaning Kits, Telescopic Rods, Dust controllers etc.

S. no.	No. of operators	Cost per operator	Total cost per month (Rs)
1			

Total Consumables Cost per Month(Rs) =

D Machine Consumables

S. no.	Description of Machine to be deployed	No of Machines to be deployed	Consumable Required	Life per set (Hrs)	Cost per set (Rs)	Combine d Hours required per month	Total Cost (Rs)
1							
2							
3							
4							
5							
Total Cost per Month(Rs)							

Total Machine Consumables Cost per Month (Rs.) =Cost Synopsis (A+B+C+D)

S. no.	Details of cost components viz. Manpower deployment, cost of chemicals, consumables etc. including statutory taxes	INR	Amount
Total cost of project			

Total cost synopsis (Rs) =

**Estimated Cost of Mechanised Housekeeping proposal for
FSSAI, Western Region, Mumbai**

Cleaning Chemical Calculation

S. no.	Chemical	Application Area	Required Quantity	Cost of 5 Ltr Can (Rs)	Total Cost (Rs)
1	R1 Bathroom Cleaner	Bathroom item	-	-	-
2	R2 Hard Surface Cleaner	Tiles, Marble, Granite	-	-	-
3	R3 Glass Cleaner	Glass Cleaner	-	-	-
4	R5 Room Freshener	Room Freshener	-	-	-
5	R6 Toilet Bowl Cleaner	Urinals, Commodes	-	-	-
6	R9	Toilet Cleaner	-	-	-
7	Taski R7 Floor Cleaner	Floor Cleaner	-	-	-
8	Spiral floor Cleaner	Kota, Cemented Floor	-	-	-
TOTAL (Rs.)					

Chemical cost per Month (Rs) = -

Consumables Calculation

Miscellaneous Consumables Like, Dusters, Mops, Buckets, Glass Cleaning Kits, Telescopic Rods, Dust controllers etc

S. no.	No. of Operators	Cost Per Operator	Total cost per Month (Rs)

Total Consumables Cost per Month (Rs)* =

* Separate cost should be given for each site.

Performa of Bank Guarantee towards Performance Security
Performance Guarantee

Ref No. Bank Guarantee No.

To,
 Director,
 FSSAI, Western Region, Mumbai

Dear Sir,

1. In consideration of Director, FSSAI, Western Region, Mumbai entered into a contact No..... dated (hereafter called the contact which expression shall include all the amendments thereto) with M/s having its registered / head office at(hereinafter referred to as the Bidder) which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and FSSAI demands a performance guarantee for Indian Rupee..... for the faithful performance of the entire Contract.
2. We (Name of the bank)..... registered under the laws of having head / registered office at(hereinafter) referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of India Rs. (in figures).....(Indian Rupees (in words) without any demur reservation, contest or protest and / or without any reference to the Bidder. Any such demand made by Director, FSSAI, Western Region, Mumbai on the Bank by serving a written notice shall be conclusive and bidding without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(S) pending before any court, Tribunal, Arbitrator or any other authority and / or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by Director, FSSAI, Western Region, Mumbai in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding, up, dissolution or insolvency of the Bidder and shall be remain valid, bidding and operative against the bank.
3. The bank also agrees that FSSAI at its option shall be entitled to enforce the Guarantee against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder and notwithstanding any security or other guarantee that Director, FSSAI, Western Region, Mumbai may have in relation to the Bidder's liabilities.
4. The Bank further agrees that Director, FSSAI, Western Region, Mumbai shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time exercise of any of the powers vested in Director, FSSAI, Western Region, Mumbai against the said bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said Bidder's or for any forbearance, act or omission on the part of Director, FSSAI, Western Region, Mumbai to the said Bidder or any such mater or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

5. This Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of Director, FSSAI, Western Region, Mumbai under or by virtue of this Contract have been fully paid and its claim satisfied or discharged or till Director, FSSAI, Western Region, Mumbai discharges this guarantee in writing, whichever is earlier.
6. The guarantee shall not be discharged by any change in our constitution, in the constitution or Director, FSSAI, Western Region, Mumbai or that of the Bidder.
7. The Bank confirms that this guarantee has been issued with observation of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Indian laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase Contract has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Indian Rs. (In figures) (Indian Rupees in words only)..... and our guarantee shall remain in force until(indicate the date of expiry of bank guarantee)

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us said date, the rights of Director, FSSAI, Western Region, Mumbai, under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the right of Director, FSSAI, Western Region, Mumbai under his Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on thisday of20.....at

(Signature)
 Full name, designation and address
 (in legible letter) with stamps
 Attorney as per power of Attorney no.....
 Dated.....

Witness-1 :

Signature
 Full name and address

Witness-2 :

Signature
 Full name and address

AUTHORISATION LETTER FOR ATTENDING TENDER OPENING

No.

Date-----

To,
Director,
FSSAI, Western Region, Mumbai

Subject: Tender No. -----due on -----

Sir,

Mr.....has been authorized to be present at the time of opening
of above tender due on at
.....on my/our behalf.

Yours faithfully

Signature of Contract

Copy to: Mr. for information and for production before
the at time of opening of bids.

Check List

The bidders are advised in their own interest to ensure that the following points/ aspect in particular have been complied with in their offer failing which the offer is liable to be rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable
2. Please sign each sheet.
3. The check list duly filled in must be returned along with the offer.

COMMERCIAL GROUP'A'

S.No.	BEC Clause Reference	Description	Bidder's Response
1	10.1	Whether Bank Draft/ Bank Guarantee/ Banker's cheque for the requisite earnest money has been enclosed with the offer?	Yes/No/Not applicable
2		If so furnish the following:- Name of the Bank Value Number Date of issue Period if validity of the Bank Draft/ Bank Guarantee. (The validity of bank Draft should not be less than 180 days)	Yes/No
3		Have the rates, price and totals, etc. been checked thoroughly before signing the tender?	Yes/No
4		Has the bidder's past experience (annexure-6) been carefully filled and enclosed with the offer?	Yes/No
5		Whether firm prices have been quoted?	Yes/No/Not applicable
6		Whether rates have been quoted exactly as per the price bid format?	Yes/No
7		Financial Capability: Bidder to confirm whether their turnover is 100 lacs annually over the last three Financial years. Has the bidder submitted a copy of each of audited annual report of previous three financial years.	Yes/No
8		Whether the period of validity of the offer is as required in bidding documents? If not, mention the extent of variation	Yes/No/Extent of variation in days
9		Whether the offer has been signed indicating full name and clearly showing as to whether it has been signed.	Secretary/manager/Partner/Sole Proprietor/Active Partner/Pre procuraterium
10		If the Bidder is seeking business with FSSAI Mumbai for the first time, has he given the details of the parties to whom the offered items/services have been provided in the past along with their performance report?	Yes/No
11		Whether the offer is being sent in double cover, both the covers duly sealed and super scribed with tender Number	Yes/No

		and closing/opening date? (Techno-Commercial offer and price Bid are sealed in a separate envelope)	
12		Has the offer been submitted in triplicate?	Yes/No
13		Is the offer being sent by Registered post or proposed to be dropped n tender Box? Sent by Registered Post or dropped in Tender Box	Yes/No
14		Has it been ensured that there are no over-writing in the offer? Have correction been properly attested by the person signing the offer?	Yes/No
15		Are the pages of the offer consecutively numbered and an indication given on the front page of the offer as to how many pages are contained in the offer?	Yes/No
16		Has the offer been prepared in sufficient details/clarity so as to avoid post tender opening clarification/amendments?	Yes/No
17		Whether Annexures-2 & 3 of the bidding documents in original, duly filled in and a confirmation that clauses of Annexure 1 to 9 are complied/ accepted, enclosed with the offer?	Yes/No
18		Whether all the clauses of the bidding documents are accepted?	Yes/No
19		Whether the material/services being offered fully conform to the required technical specification?	Yes/No
20		If not, specify the extent of deviation and how it is suitable to Director, FSSAI, Western Region, Mumbai	Yes/No

**(Signature of Bidder)
With Seal**

CONTACTORS SERVICES (EXPERIENCE) PROFORMA

S.No.	Name & Address of Client	Period From To---	Description / Nature of services completed successfully	No. of Persons/employees provided by the Contractor	Value of Contract	Remarks

NOTE:- WORK ORDERS & COMPLETION CERTIFICATIONS FROM CLIENTS TO BE ENCLOSED ALONGWITH THIS PROFORMA.

SIGNATURE OF THE CONTACTOR

Name -----

Seal of the Company-----

Service Feed Back Form**Dear Employee:**

As valued this site employee your view & feedback on composite services are very important to us. These services are brought to you by (name of the Contractor)

Name of the Contractor:

Our endeavor is to provide you the most hygiene, prompt & reliable services service in the building facilities & office. Your valuable feedback would help us further improve the quality of service standards.

Kindly spare your few minutes in rating the areas as given in table below:

5-Excellent 4=V. Good 3=Average 1=Poor

Areas of Services	5	4	3	2	1
Please tick mark the cell as appropriate					
Housekeeping service					
Landscaping and Gardening					
General:					
Behavior of workers					
Hygiene & cleanliness of workers					
Pest control:					
Disinfestations services					
Rodent control					
Mist control					

Employee Name:

Date:

Signature of Employee: