



# Food Safety and Standards Authority of India



Request

For

Expression of Interest (EOI)

For

Selection of Agency

For running a GYM/Fitness Centre

For

Food Safety and Standards Authority of India and  
Central Drugs Standard Control Organisation

## **DISCLAIMER**

*THIS REQUEST FOR PROPOSAL IS NOT AN OFFER BY THE FSSAI, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTERESTED BIDDERS FOR SELECTION TO RUN A GYM/FITNESS CENTRE. NO CONTRACTUAL OBLIGATION WHATSOEVER SHALL ARISE FROM THE RFP PROCESS UNLESS AND UNTIL A FORMAL CONTRACT IS SIGNED AND EXECUTED BY THE FSSAI WITH THE BIDDER. THIS DOCUMENT SHOULD BE READ IN ITS ENTIRETY.*

## Table of Contents

<b>Sr. No.</b>	<b>Contents</b>	<b>Page No.</b>
1.	About FSSAI	3
2.	Purpose of the EOI	3-4
3.	Eligibility Criteria / Pre-Qualification Criteria	4
4.	Bid Document and its submission	5
5.	Opening and Evaluation of Bids	6-7
6.	Selection of Agency	7-11
7.	Terms of Payment and Award of Work Cancellation etc.	12
8.	Price Bid Format & Designated Point of Contact	13
9.	Annex - Response Format for Technical Bid	14
10.	DISCLAIMER	15

## **1. About FSSAI**

1.1 The Food Safety and Standards Authority of India (FSSAI), Headquartered at Delhi, has been established under Food Safety and Standards Act, 2006 to lay down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption.

1.2 FSSAI has been mandated to perform following functions:

- Framing of Regulations to lay down the Standards and guidelines in relation to articles of food and specifying appropriate system of enforcing various standards thus notified.
- Laying down mechanisms and guidelines for accreditation of certification bodies engaged in certification of food safety management system for food businesses.
- Laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories.
- To provide scientific advice and technical support to Central Government and State Governments in the matters of framing the policy and rules in areas which have a direct or indirect bearing of food safety and nutrition.
- Collect and collate data regarding food consumption, incidence and prevalence of biological risk, contaminants in food, residues of various, contaminants in foods products, identification of emerging risks and introduction of rapid alert system.
- Creating an information network across the country so that the public, consumers, Panchayats etc receive rapid, reliable and objective information about food safety and issues of concern.
- Provide training programmes for persons who are involved or intend to get involved in food businesses.
- Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.
- Promote general awareness about food safety and food standards.

## **2. Purpose of the EOI**

FSSAI intends to appoint an agency for running/managing GYM/Fitness Centre either through an NGO or by Personal Participation of any professional agency or an individual on yearly contract basis in the premises of FDA Bhawan, Kotla Road, New Delhi – 110 002. The GYM has been newly created with basic modern infrastructure having adequate accommodation of approx 210 sqm area with reception, wash/changing rooms, functional basic amenities like water/cold drinks facility etc. The layout with 3D view of GyM is attached to this EoI. Realising that running of GyM is a professional work, this organisation invites bids from experienced and well established agencies/individuals who are ready to provide their services in a befitting manner with due care and guidance to the users so as to get maximum utilization of resources with or without profit motive.

FSSAI intends to provide financial support to the selected agency so as to ensure that it will be able to secure minimum GYM running cost like deployment of required staff/manpower and expenditure incurred therefor essentially required to manage routine affairs. This support would be extended on the basis of actual shortfall explained by the selected agency and as fixed/admitted by FSSAI and no representation or later observations/resentments shall be allowed in this regard as it is purely an initial promotional support and would not be a committed liability.

### **3. Eligibility Criteria / Pre-Qualification Criteria**

The Agencies who fulfil the following minimum eligibility criteria shall be eligible to apply.

Should have satisfactorily handled/done solely GYM/or/Fitness Centre during the past five years ending previous day of last date of submission of tenders.

(i) Three similar services of managing/running GYM/Fitness Centre with total strength of 30 persons in each facility

OR

(ii) Two similar services of managing/running GYM/Fitness Centre with total strength of 40 persons in each facility

OR

(iii) One similar services of managing/running GYM/Fitness Centre with total strength of 65 persons in each facility.

Average annual financial turnover should be at least Rs. 10 Lakhs or more during each of immediate preceding three financial years. The turnover amount will include GyM charges collected from its users and also any other charges/health products sold to them or other allied services provided to them in addition to basic GyM facility usage charges. However, clubbing of turnover of subsidiary or associated firms/companies etc. will not be allowed.

Any NGO or other agency/firm/individual having expertise and experience in running/managing GYM facility solely and located in Delhi/New Delhi or its adjoining NCR area only can participate in the bid.

Agencies that are debarred or blacklisted by any Govt Departments or any other organisation/Society whatsoever are not eligible to participate in the bidding process. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department or private agency and neither any case is pending or under investigation on charges of corruption, unfair trade practices, mishandling/abusing participants/users. In the event of any false information or/and on revealing of any such fact later, even if work is awarded, it shall be withdrawn.

## **4. Bid Document and its submission**

### **4.1 Bid Format:**

The EOI is being invited from the reputed well established firms/NGOs/individual in the sealed envelope super-scribing as ["Expression of Interest for selection of Agency for running GYM"].

- 4.2 The Bid shall contain bidder's profile, detailed presentation delineating organizational strength, key areas of expertise, financial capability, status of the bidding agency along with special awards/appreciation for the work done or any other relevant details during the preceding three years and giving relevant experience of identical work done during last five years. Since, FSSAI do not intend to charge any amount from the selected agency towards award of contract/provisioning of services in lieu of infrastructure provided, the amount chargeable from the personnel availing GyM/Fitness Centre facilities would be decided by FSSAI and the selected agency shall be bound to accept the same and may also require to share some amount out of its profit to recover the cost of electricity/water etc. Should the bidder consider necessary to provide any information/their own view point for the proposed work, it may submit the same along with the bid. The same can also be discussed and submitted during pre-bid meeting. It may be noted that the selected bidder shall be required to submit Performance Guarantee for Rs.1,00,000/- (Rupees One Lakh Only) within 10 days from the date of receipt of selection/award letter which will remain valid for 60 days beyond the period of contract and shall be refundable on conclusion of contract without any interest.

### **4.3 Copies of Response:**

Respondents must submit one (01 Nos) hard copy along with soft copy of presentation to the designated point of contact by the date and time specified in the EOI.

### **4.4 Validity of Bid:**

The bids submitted by the bidders should remain valid for minimum of 120 days calculated from the date of submission.

### **4.5 Response Date/Time/Venue:**

Responses to this EOI are due on the 15<sup>th</sup> Feb, 2019 on or before 1300 hours. The Bid envelope super-scribed as "EOI for selection of Agency for running GYM" must be submitted to the designated point of contact viz Assistant Director (GA), FSSAI, 3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi-110002.

## 5. Opening and Evaluation of Bids:

5.1 The Bids will be opened on 15<sup>th</sup> Feb, 2019 at 1400 hrs in the presence of bidders who choose to remain present.

### 5.2 Evaluation Criteria:

The bids will be analyzed on “ Quality Based System (QBS)” . The criteria defined in the EoI as tabulated below and the selection would be based on overall merit and considered appropriate by FSSAI and there shall be no representation or justification entertained/allowable from any bidder:

Sr. No.	Items	Maximum Marks
1.	<p><b>Years of Establishment</b></p> <p>(i) Should have been incorporated at least 1 yr prior to the date of submission of EoI 10 marks</p> <p>(ii) Should have done GYM/Fitness Centre running services independently for more than 1 yrs 10 marks</p>	20
2.	<p><b>Financial Capability</b></p> <p>(i) Should have reasonable financial back up to manage its affairs and maintain the staff/service manpower as ordinarily required for running GyM/Fitness Centre with average annual, turnover during preceding three financial years, of :-</p> <ul style="list-style-type: none"> <li>- Min Rs.10 Lakh up to Rs.20 lakh : 05 marks</li> <li>- Above Rs.20 Lakh upto Rs.40 Lakh : 15 marks</li> <li>- Above Rs.40 lakh : 25 marks</li> </ul>	25
3.	<p><b>Organisation Strength</b></p> <p>Presence of in house on roll/Strength at least for one year or more of deployed manpower for GYM in various categories viz trainers/supervisors/Dietitians etc. as mentioned below:-</p> <ul style="list-style-type: none"> <li>- 8 &amp; above - 10 marks</li> <li>- 5 to 7 - 6 marks</li> <li>- 2 to 4 - 2 marks</li> <li>- Less than 2 - 0 marks</li> </ul>	10
4.	<p><b>Relevant Experience</b></p> <p>For having completed or undergoing GYM/Fitness Centre services in last min 1 yrs or more</p> <ul style="list-style-type: none"> <li>Managed with 150 or more personnel - 25 marks</li> <li>Managed with 51 to 149 - 15 marks</li> <li>Managed with 31 to 50 - 10 marks</li> <li>Managed with 01 to 30 - 5 marks</li> </ul>	25

Sr. No.	Items	Maximum Marks
5.	<p><b>Technical Approach, Methodology, Work Plan for managing/running GyM-Fitness Centre facility at work place</b></p> <p>(i) Understanding about the facility in pursuance to office and related factors &amp; desired works and services required - 5 marks</p> <p>(ii) Technical Approach and Methodology of running/managing GyM/Fitness Centre - 5 marks</p> <p>(iii) Work Plan including time schedule, Service quality assurance with professional staff strength and utilization of available resources and generation of additional resources/facilities - 10 marks</p>	20
Total		100

- A) The Evaluation shall be carried out based on the documents submitted by the bidder for bid.
- B) Technical Approach/Methodology, Work Plan etc are also an indicative of the following :-
- (i) Training classes available in program for fitness of users.
  - (ii) Provide details to include a weekly program.
  - (iii) Please indicate minimum members per session for costing purpose to establish the intention towards GyM users i.e. for examples inclusion of various activities such as • Spinning Classes • Dance fit Workout • Yoga Classes • Aerobics • Cardio-Box • Zumba etc.
- C) The evaluated bid will be given a Technical Score (TS). The minimum technical score required to qualify in evaluation is 70%. A bid will be considered unsuitable and as ineligible if it fails to achieve the minimum score.

## 6. Selection of Agency/Award of Contract

6.1 FSSAI shall empanel/select only such bidders who will be scoring maximum marks in Bid evaluation subject to minimum score of 70% and revenue share offered.

6.2 Period of selection will be initially for two years extendable further on yearly basis subject to satisfactory performance and this shall be sole discretion of FSSAI.

6.3 The successful bidders will have to enter into an agreement with FSSAI comprising of various clauses agreed upon amicably between both parties. Suitable and mandatory changes will also be added in the agreement for smooth execution of the contract.

## **7. Terms and Conditions of Engagement**

### **7.1 Responsibilities of the GYM Running Agency**

- a. Subsequent to signing of the contract agreement, the agency shall take charge of encumbrance free fully equipped and functional site from FSSAI and shall nominate a responsible Supervisor/Executive for execution of the GYM/Fitness Centre activities under intimation to the FSSAI.
- b. The other supporting staff/employees/trainers/dietitians etc shall be qualified related to their job profile also be deployed simultaneously by the selected agency for carrying out all the required jobs for manning the GYM in a befitting manner to ensure that the premises are well equipped and ready to provide any kind of facility whatsoever needed/expected from available infrastructure which could be as an exemplary example for others.
- c. The selected agency shall execute all the activities essentially required to make the facility interesting and fruitful for users. The agency is to Plan and Manage daily activities and administration at the GyM. Develop and manage a well run and purposeful fitness training program. This includes provision of all related training aids/tools/equipment/Gym videos etc.
- d. All the employees/staff members deployed by the selected agency shall in no way be a relative of any of the employees working for FSSAI/CDSCO neither these organizations shall be responsible for any act/service of such manpower deployed for manning the GYM. All such responsibilities/liabilities related to the employees/staff engaged and deployed for the facility shall be of the selected agency.
- e. All the employees/staff members deployed by the selected agency shall possess the qualification of minimum matriculate with experience and training done relating to GyM management/trainer etc and should be medically fit and their police verification done.
- f. The selected agency shall not be allowed to enter into sub contract or managing affairs of the GYM through any other agency/person.
- g. The selected agency will be provided furnished/equipped GYM area on as is where is basis. The water and electricity connections and their availability will be ensured/provided by FSSAI/CDSCO on its own initially.
- h. The selected agency will give priority/preference to the employees of FSSAI/CDSCO and other nearby Govt Departments/Organisations/PSUs staff members & their close family members. The selected agency shall, however, be allowed to make use of facility for other personnel viz employees of private organizations etc with prior approval/consent of FSSAI and under no situation



shall be allowed to charge more than the prescribed amount arbitrarily on its own.

i. The GYM will remain functional from 0600 hrs to 2000 hrs all days including Saturdays/Sundays and closure of facility on at closed holidays besides Saturdays/Sundays shall be the discretion of selected agency. However, such closure has to be with the permission of FSSAI.

j. The agency will be allowed to charge for use of GYM facilities are as mentioned below and in case of any suggestions, the same can be considered:-

S.No.	Description	Amount (in Rs.) (One Time Registration Charges)	Amount (On Per Day Basis) (in Rs.)
(a)	All FSSAI/CDSCO Employees	500/-	Nil (during office hours)* @Rs.300 per month for using before or after office hours.
(b)	Employees of Govt Sector/ PSUs/Banks etc & their close family members	1000/-	@Rs.500/- ** per month
(c)	Private Personnel	@Rs.3000/- per month	Not more than four ** times of (b) above

\* Entry for using the GyM facility will be subject to obtaining approval from their departmental Head/Director. \*\* These are basic charges for availing the facility and should in any case the users wish to avail additional facilities like personal trainer, dietitian or any other whatsoever it introduced or provided by the selected agency may require additional payment as prescribed/mentioned by them.

k. The agency will not carry out any such activity which is prejudicial to the existing norms/rules/regulations relating to GYM/Fitness Centre facility or which are unwarranted or unethical. In case anything is brought to the notice of FSSAI, only 15 days notice will be given to terminate the contract/award of work. The Performance Guarantee shall also be forfeited in addition to suitable action as per applicable law.

l. The agency itself will be responsible for its belongings, the entire premises, infrastructure inclusive of all items of any kind provided by FSSAI, accident, loss of money or theft or any personal accident etc. whatsoever. The agency shall indemnify FSSAI for all acts and deeds directly or indirectly performed for GYM.

- m. The FSSAI/CDSCO organizations shall have the right to make inspection of the GYM premises and its functioning at any time/day.
- n. As this work will be assigned with mutual understanding, cooperation and consent basis, in case of any disagreement or dispute, the same will be mutually resolved amicably and in case the matter becomes unresolved/irresolvable, the Arbitrator would be appointed as per applicable law and the award by Arbitrator shall be final.
- o. The bidder participating in this bidding process must not have a conflict of interest of any kind with any other party/bidder/individual, whatsoever.

## 8. Other Conditions/Guidelines

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

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

8.3 Applicants must acquaint themselves fully about the assignment and the local conditions before submitting the Proposal. They may visit the site with prior intimation to AD(GA)/Head (GA & Legal) during office hours on any working day between 1100 hrs to 1630 hrs.

8.4 All latest information and clarifications sought, if any, on the EoI will be posted on the fssai official website. Prospective bidders are advised to visit the website regularly.

8.5 The Applicant shall submit its Proposal in the form and manner specified in the text and Appendices of the RFP, along with an **Earnest Money Deposit of Rs.5,000/- (Rupees Five Thousand only)** through Bankers' Cheque/Pay Order/Bank Guarantee shall be paid in favour of Sr Accounts Officer, FSSAI payable at Delhi/New Delhi.

8.6 An Applicant is eligible to submit only one Proposal.

8.7 The FSSAI reserves the right to reject any Proposal if, at any time, a material misrepresentation is made or discovered, or the Applicant does not provide responses or clarifications sought by FSSAI within the stipulated period, or even without assigning any reason there for.

8.8 The FSSAI reserves the right to cancel/terminate the contract awarded to the selected agency at any time with or without mentioning any reason there for in case anything comes to its notice not warranted or expected or desirable.

8.9 The proposals must reach before the stipulated date of submission. Late submission due to any reason whatsoever shall not be accepted,

8.10 The Applicant should sign & stamp each page of the Proposal including the RFP/EoI, the additional pages should also be signed & stamped.

8.11 The FSSAI reserves the right to modify any part of the RFP/EoI any time before submission of the proposals, giving sufficient notice to all the Applicants to respond. Changes may be communicated to all the Applicants through physical or electronic means viz official website. The Applicant is required to acknowledge the receipt of the changes and such changes shall be bounded on bidders for adherence.

8.12 The selected agency is required to provide to FSSAI its services without prejudice or conflict of interest, in a manner that best suits the interests of the organisation i.e. FSSAI/CDSCO.

## **9. Terms of Payment:**

9.1 The selected agency shall not be entitled to any kind of payment or reimbursement of expenditure incurred by it except the provision of payment under clause 9.3 towards smooth functioning and running/managing GYM facility.

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

9.3 The payments by the FSSAI towards shortfall, if any, in managing GyM shall be made for initial six months' period by transfer of funds in a bank account of the selected agency payable or made as stated in this EoI. Decision in this regard shall be taken by FSSAI and shall be final and the selected agency will be bound to accept the same and no representation/appeal etc shall be considered/entertained.

9.4 In case there is default in providing services for certain period by the agency due to the Force Majeure, the agency shall not be held responsible for the same. In case, the agency cannot/unable to perform the job due to the reason beyond Force Majeure, it may terminate the contract by giving 3 months' notice.

## 10. JURISDICTION

This Award of work / agreement is subject to the jurisdiction of courts at Delhi/New Delhi only.

## 11. EOI/Award of Work Cancellation:

FSSAI reserves the right to withdraw this EOI at any stage if FSSAI feels that such action is in the interest of FSSAI or otherwise. The selected agency would be required to give at least three months' notice to FSSAI, if its management intends to cancel the contract/agreement for the assigned job. However, as stated earlier FSSAI may at its own terminate/cancel the contract/agreement entered/executed with the selected agency at any time should it considered necessary due to any internal reason which may not even shared with the agency.

## 12. Price Bid Format

Prospective Bidders are requested to submit their commercial offer in the following price bid format

### Price Bid Format

<i>For Running GyM/Fitness Centre</i>	<i>Percentage Share offered out of Revenue Earned after Break Even</i>
To Manage/Run the Fitness Centre Facility as prescribed in Tender Document in the vicinity of FDA Bhawan	

*FSSAI intends to offer financial back up and Revenue sharing after the selected agency earns profit, the bidders are required to submit in a separate envelop their best offer in terms of percentage of revenue sharing (over and above 30% minimum revenue sharing with FSSAI) after achieving break-even.*

## 13. Designated Point of Contact

FSSAI's official single point of contact for this EOI and the delivery point for responses and correspondence is:

Assistant Director (G A)  
Food Safety and Standards Authority of India (FSSAI)  
3<sup>rd</sup> Floor, FDA Bhawan, Kotla Road, New Delhi-110002  
Telephone No.- 011 23237442

**14. Annex - Response Format for the Bid**

**Form I - General Information of the Respondent**

<b>I. General Information</b>			
<b>Particulars</b>		<b>Details to be Furnished</b>	
<b>Details of the Respondent</b>			
Name			
Address			
Incorporation of company/firm Date: ROC Ref or any other Ref:			
Commencement of business, if applicable or start up Date: ROC/Other Ref:			
Status (Public/Pvt Ltd, Partnership, Proprietor Firm or Individual etc)			
Telephone including Mobile no.		Fax	
E-mail		Website	
<b>Details of the Contact Person</b>			
Name & Designation			
Address			
Telephone including mobile no.		Email	

**Form II - Details of the Resource Persons**

<b>Sr. No.</b>	<b>Resource</b>	<b>Role</b>	<b>No. of Resources</b>	<b>Duration (months)</b>
1.				
2.				
3.				
4.				

**Declaration:** - We,.....(the name of bidding agency), are agreed to provide services as per agreed rates/terms and conditions.

Authorized Signatory  
Seal of Company

Date:  
Place:

## 15 . DISCLAIMER

1. The information submitted in response to this EOI may be subject to public release (as per RTI norms). Therefore, it is advisable not to include proprietary or confidential business information in the response. Vendors responding to this notice assume the risk of public disclosure if confidential information is included.
2. This notice is not to be construed as a commitment by the FSSAI to contract for services. Please be advised that the FSSAI will not pay for any information provided as a result of this notice and would neither recognize nor reimburse any cost associated with any EOI submission.

