Request for Proposal for conducting a Metastudy on the status of Food Testing Laboratories In India

FOOD SAFETY AND STANDARDS AUTHORITY of INDIA, DELHI
www.fssai.gov.in

Disclaimer
This RFP is not an offer by the Food Safety And Standards Authority of India, Delhi but is an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Food Safety and Standards Authority of India with the successful vendor/bidder.
TENDER REFERENCE

<table>
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<tr>
<th>Tender Date</th>
<th>02/01/2018</th>
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<tr>
<td>Tender Reference Number</td>
<td>File No. 13018/08/2017</td>
</tr>
<tr>
<td>RFP No.</td>
<td>07/2017-18</td>
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<tr>
<td>Issuing FSSAI</td>
<td>Food Safety and Standards Authority of India</td>
</tr>
<tr>
<td>Contact Person Details</td>
<td>Advisor (QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi</td>
</tr>
<tr>
<td>Address of website where tender and all associated information would be published</td>
<td><a href="http://www.fssai.gov.in">www.fssai.gov.in</a>  <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a></td>
</tr>
<tr>
<td>Brief Description of Tender</td>
<td>To conduct Meta Study of Food Testing Laboratories with an objective to “Evaluate Capacity of Food testing Laboratories in India”</td>
</tr>
</tbody>
</table>

DESIGNATED POINT OF CONTACT

FSSAI’s official single point of contact and the delivery point for responses and correspondence is:

Nilesh Kumar Ojha, Assistant Director (QA)
Food Safety and Standards Authority of India
Room No. 304, FDA Bhawan, Kotla Road, New Delhi-110002
Tele: 23237417, E-mail: nilesh.ojha@nic.in
DOCUMENT STRUCTURE

This RFP document is divided into four parts as described below:

Part I: Bid Overview

Part II: Instructions to Bidders

Part III: General Clauses

Part IV: Formats for Submission of Proposal
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<tr>
<th>S. N.</th>
<th>Event</th>
<th>Date &amp; Time(Tentative)</th>
<th>Venue</th>
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<tr>
<td>1.</td>
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<td>10-01-2018 11:00 AM</td>
<td>Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi</td>
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<td>2.</td>
<td>Issue of pre-bid meeting clarifications and corrigendum regarding tender documents</td>
<td>15-01-2018</td>
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<td>3.</td>
<td>Deadline for submission of bid documents</td>
<td>30-01-2018 3:00 PM</td>
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<td>6.</td>
<td>Opening of Financial Bids of technically qualified bidders</td>
<td>To be intimated later</td>
<td>Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi</td>
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PART I: BID OVERVIEW

1.1 ABOUT FSSAI

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards, 2006 which consolidates various acts & orders that have hitherto handled food related issues in various Ministries and Departments. FSSAI has been created for laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption.

FSSAI has been mandated by the FSS Act, 2006 for performing the 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.

1.2 PURPOSE

This RFP establishes the fundamental requirement to conduct Meta Study of Food Testing Laboratories with an objective to “Evaluate Capacity of Food testing Laboratories in India” for Food Safety and Standards Authority of India (FSSAI), New Delhi. FSSAI is committed in its endeavour to strengthen and develop a robust Food Testing Laboratory Network in the country. Food Testing Laboratories are involved in multiple functions like –

- Testing of food against the prescribed quality and testing parameters prescribed under food laws;
- Surveillance activities to ensure that the food products sold comply with the existing standards under food law.
- Testing of imported food thereby ensuring a transparent mechanism of trade and also testing for regulatory compliance.
- Apart from this, the laboratories form the basis of all risk assessment which is the core of development of food standards.
These laboratories can be used by the regulator, consumers and also Food Business Operators (FBOs) to ensure compliance of food laws at all levels. In order to put in place a reliable food testing laboratory system in the country, it is important to know the status of food testing laboratories in country with respect to the facilities available with them in terms of test equipments, man power, testing scope etc. It is therefore proposed to engage institute/ organization/ agency/ consultant of repute to carry out the Job as described in this document. Such interested institutes/ agencies/consulting organizations/individual consultants having experience in conducting surveys/studies/audits in the field of laboratories and/or R&D are hereby invited to submit their bid.

1.3 AMENDMENT OF BID DOCUMENTS

At any time, prior to the date of submission of Bids, FSSAI may, for any reason, whether at its own initiative or in response to clarifications requested by prospective bidders, modify bid documents by amendments.

The amendments shall be notified on FSSAI website and these amendments will be binding on them. The bidder is not supposed to change any clause in tender document downloaded from website. However, the printed version of Tender Document available along with amendments (if any) issued by FSSAI will be applicable to all bidders in case of any discrepancies. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, FSSAI may, at its discretion, extend the deadline for the submission of bids suitably.

1.4 SCOPE OF WORK

It is proposed to conduct a Meta study on the status of Food testing Laboratories in India by institute/ organization/ agency/ consultant of repute. The Study will cover four aspects – Need, Availability, Gap Analysis and Possible Policy framework. The proposed meta study includes:

• Need driven assessment of food testing laboratories be based on:
  ✓ Geographical location
  ✓ Production/Processing of product categories as mapped against set standards, parameters (or number of tests to be conducted), requirement of skilled technical manpower, testing the food business, surveillance, enforcement and import requirements, and
  ✓ Sustainability of the facility

• Evaluation of current status of food testing laboratories in different spheres-
  ✓ State Government Laboratories,
  ✓ Laboratories of Government Research Institutes (CSIR/ICAR/ICMR/DBT etc) and academic bodies,
  ✓ Private food testing laboratories,
  ✓ In-house Laboratories of FBOs,
  ✓ Application development centres of Equipment manufacturers and
  ✓ Any other laboratories with capacity to test food products.

• Based on the calculations to categorize the available laboratories on the basis of-
Geographical location, 
Analytical testing capacity – equipment, technical manpower, accreditation, 
Level of technical manpower, and 
Sphere of operation – referral, primary testing, reference etc

- Based on the “Need” and “Availability”, to make an assessment of the requirement of food testing laboratories on:
  - geographical basis – production, processing and food business basis, 
  - level of specialization in analytical capabilities, and 
  - Institutional specialization/skilled manpower basis.

- Based on Need, availability and gap analysis recommend a possible policy framework for implementation of a scheme/structure for upgrading/creation of sophisticated laboratory infrastructure/system

**Note:**
The primary data on current available food testing capacity will be based on the information available with FSSAI and the need based assessment would also utilize the data compiled at the Ministry of Food Processing Industries.

1.4.2 Final decision on the number and functions assigned thereto will be decided by a high level Evaluation Committee to be set up by FSSAI for this purpose.

### 1.5 TIMELINE OF STUDY, SCHEDULE AND PAYMENT TERMS

<table>
<thead>
<tr>
<th>S.No</th>
<th>Stages</th>
<th>Tentative month of study</th>
<th>Payment Schedule (on completion of stage concerned)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Work package 1 - Need Assessment and availability</td>
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<td>50% of the total cost</td>
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<tr>
<td>2</td>
<td>Work package 2 - Gap Analysis and requirement</td>
<td>01 Months</td>
<td>Remaining 25%</td>
</tr>
<tr>
<td>3</td>
<td>Work package 3 - Report and Recommendation</td>
<td>01 Months</td>
<td>Remaining 25%</td>
</tr>
</tbody>
</table>

**Note:** Request for payment of advance may be considered, on merit, subject to extant rules.
PART II: INSTRUCTIONS TO BIDDERS

2.1 BID PROCESSING

2.1.1 SUBMISSION OF OFFERS

The Bidder shall submit their proposal in two parts:

a. Technical Proposal
b. Financial Proposal

- The tender is a “Two Bid’ document. The technical proposal should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial proposal should contain only price Bid as per Form - VIII. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.

- All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as “Not Applicable”. However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.

- The Tenders should be computer generated but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. The name and signature of bidder’s authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency’s letter head.

- Bidders must keep their offer open for a minimum period of 180 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.

- Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The FSSAI may also independently seek information regarding the performance from the clients.

- The bidder is advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the FSSAI calls for it.
Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, FSSAI reserves the right to reject such a tender at any stage.

All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.

Even though agency may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc.

The tender document has to be downloaded from www.fssai.gov.in and www.eprocure.gov.in. Exception from submission of EMD shall be given to Bidders registered with NSIC. The technical and financial documents should be kept separately in sealed envelopes super scribing Technical Document or Financial Document. These both envelopes should be kept further in one envelope super-scribing “Tender for Capacity Evaluation of Food Testing Laboratories” so as to reach Advisor(QA), Food Safety and Standards Authority of India, New Delhi. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in presence of bidders who may like to be present.

The sealed bid shall be dropped in Tender box at 3rd Floor, FSSAI, FDA Bhawan, Kotla Road, Delhi-02.

Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent. Such offers will not be treated to be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.

The payment shall be in Indian Rupees and shall be paid as per the payment plan mentioned at para 1.5 above. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. In case the bidder fails to execute the contract, The FSSAI shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.

Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid(s) is/are liable to be rejected. Bidding though a consortium as a single entity is allowed.

FSSAI reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Competent Authority, FSSAI shall be final. The work can be awarded to one or more agencies if need arises.

Technical documents sealed in separate envelopes will need to be submitted.

Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.
2.1.2 PRICE QUOTATION

- The bidder shall indicate the prices/rates as specified in the quotation format.
- The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the FSSAI.
- All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them. However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.
- In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

2.1.3 BID OPENING

The bids that are received within the specified deadline would be opened at the specified date and time as indicated. Bidder’s representatives are free to be present at the time of bid opening. The bidder representatives who are present shall sign a register evidencing their attendance. The bidders names and the presence or absence of requisite bid security and such other details considered appropriate, will be announced at the time of bid opening. Bids that do not contain necessary security amount or which has substantive material deficiencies shall be rejected upon opening. Bids received after the deadline (i.e. late bids) shall be returned unopened to the respective bidder.

2.1.4 BID CLARIFICATIONS & PRESENTATIONS

- During evaluation of the bids, the bidder may be requested for clarification on their bid. Such clarifications are to be provided in writing and would need to be substantive. Non-substantive and non-responsiveness on the part of the bidder may lead to disqualification of bidder.
- Bidder may also be (optionally) called upon with prior notice to make presentations as per the time frame specified, to support proposal evaluation. This is only to enumerate and seek clarifications on the submissions made by
the bidder in their proposal. No new material or deviations from proposal would be entertained during this process.

- Information provided by bidder through clarifications and/or presentations shall be taken into account for proposal evaluation.

2.1.5 CONFIDENTIALITY

Information relating to the examination, clarification and comparison of the bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

2.1.6 SECURITY DEPOSIT/EMD

a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 1,00,000/- (Rs. One Lakh only) alongwith their bids in favour of “Senior Accounts Officer, Food Safety and Standards authority of India” payable at New Delhi. The earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract or after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. EMD is to remain valid for a period of forty-five days beyond the final bid validity period.

b. The tenders without EMD except those having exemption from depositing EMD shall be summarily rejected.

c. Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender as the case may be.

d. Non acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money deposit.

e. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

2.1.7 ACCEPTANCE OF OFFER

FSSAI reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason.
2.1.8 ELIGIBILITY CONDITIONS:

The Bidder must satisfy each of the criteria of the Pre-Qualification Bid, as specified in the RFP with supporting documents, in order to qualify for consideration and evaluation of its Technical and Commercial Bid:

- Should have an independent legal entity.
- Should have qualified and experienced personnel (scientists, food, agriculture, architects, engineers and management professionals etc.) capable of executing the responsibilities required for completing the job detailed through this document.
- Should have experience in conducting surveys/ studies/ audits in the food, agriculture or allied fields and/or food testing or testing laboratories and/or R&D and should be in this line for a period of not less than 5 years.
- Should not have been barred by any government agency. An undertaking, in this respect, is required to be submitted along with the application.

*Documentary evidences should be provided for fulfilling each condition as part of application.

2.2 EVALUATION PROCESS

Scoring pattern

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Total Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Education/Professional experience of the team</td>
<td>35</td>
</tr>
<tr>
<td>Experience of Similar type of study/survey done</td>
<td>35</td>
</tr>
<tr>
<td>Presentation of the methodology and model</td>
<td>30</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

**Evaluation of Technical Bid**

a. Evaluation of technical bids have been specified above in this document.

b. It may be observed that parameters used for evaluation of technical bids will inter alia be based on the nature and relevance of past experience, project approach and work plan in relation to the requirements of this engagement.

c. The bidders who secure a Technical Score of 60% or more will be declared as technically qualified.

d. The commercial bids of only the technically qualified bidders will be opened for further processing.

e. Technical information as desired in prescribed format under Form – I to Form VII.

f. The Price/Financial bid as per Form – VIII shall be sealed separately in an envelope and shall be in accordance with terms & conditions contained in this RFP.
g. A copy of bid document with all pages signed and stamped at the bottom by the bidder’s authorised signatory.

h. Envelopes must be sealed and super-scribed as required.
   
   **Note:** Must see Form–I Checklist.

**Evaluation of Financial Bid**

a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders’ representatives.

b. The bidder with lowest financial bid (L1) will be awarded 100% score.

c. Financial Scores for other than L1 bidders will be evaluated using the following formula:

\[
\text{Financial Score of a Bidder} = \left( \frac{\text{Financial Bid of L1}}{\text{Financial Bid of the Bidder}} \right) \times 100 \%
\]

(Adjusted to two decimal places)

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price will exclude all taxes and levies and shall be in Indian Rupees only.

f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”.

**Combined Evaluation of Technical & Financial Bids**

a. The technical and financial scores secured by each bidder will be added using weightage of 80% and 20%, respectively, to compute a Composite Bid Score.

b. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.

c. In the event the bid composite bid scores are ‘tied’, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

**The agencies shall submit their financial bid in a sealed envelope separately.**
PART-III - GENERAL CLAUSES

3.1 PERFORMANCE SECURITY

Within 15 days of the Bidder’s receipt of notification of award, the Bidder shall furnish performance security of 5% of the total order value as demanded by FSSAI, valid up to 90 days after the date of completion of the contract.

The proceeds of the performance security shall be payable to the FSSAI as compensation for any loss (es) resulting from the failure of the Bidder to meet out its obligations under the Contract. This shall be in addition to any other action/penalty as may be taken by FSSAI for failure to fulfil the terms and conditions of contract.

The Bidder has to deposit this security in the form of Bank Guarantee of a Nationalized Bank.

The Performance Security will be discharged by the FSSAI and returned to the Bidder not later than 90 days following the date of completion of the Bidder’s performance obligations.

In the event of any contract amendment, the Bidder shall, within 7 days of receipt of such an amendment furnish the amendment to performance security, rendering the same valid for duration of the contract as amended for further period of 90 days thereafter.

No interest will be paid to the successful bidder on EMD and Security deposit.

3.2 DAMAGES

In case of default in maintaining time schedule, the FSSAI may impose a penalty of amount equivalent to 0.1% of the total tender cost per day subject to a maximum of 1% on each such occasion. FSSAI will in no way be held responsible for the loss, whatsoever, attributed due to the delay in any matter.

3.3 ARBITRATION

Any dispute arising out of or in connection with the resultant contract shall be amicably resolved. If resolution is not possible by the parties themselves, then the matter shall be referred to an Arbitrator to be appointed by CEO, FSSAI, whose decision shall be final and binding on both the parties to the contract.

3.4 JURISDICTION

The Courts of Law at Delhi/New Delhi shall have exclusive jurisdiction over any disputes arising under the resultant contract.

3.5 INTELLECTUAL PROPERTY RIGHTS

FSSAI shall have the ownership on the methodology and framework including IPR and other related rights.
**PART-IV – FORMATS FOR SUBMISSION OF PROPOSAL**

**Form I: Checklist**

Please ensure that your offer contains the following documents:

<table>
<thead>
<tr>
<th>Form</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>EMD</td>
<td>Rs.1,00,000 /- (Rs. One Lakh only)</td>
</tr>
<tr>
<td>Form I</td>
<td>Checklist</td>
</tr>
<tr>
<td>Form II</td>
<td>Bid Form</td>
</tr>
<tr>
<td>Form III</td>
<td>Particulars and qualifications of bidder.</td>
</tr>
<tr>
<td>Form IV</td>
<td>Details of Similar work completed previously.</td>
</tr>
<tr>
<td>Form V</td>
<td>Details of Similar work under execution or awarded.</td>
</tr>
<tr>
<td>Form VI</td>
<td>List of Satisfactory Performance report from clients</td>
</tr>
<tr>
<td>Form VII</td>
<td>Undertaking (on Rs.10 Non Judicial stamp duly notarized)</td>
</tr>
<tr>
<td>Form VIII</td>
<td>Financial Bid (in separate sealed envelope)</td>
</tr>
</tbody>
</table>

Covering envelope sealed with superscription in prescribed format.

Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public.
Form II: Bid Form

Reference No.: …………………………………………………

The Designation,
Food Safety and Standards Authority of India

Dated:

Sir,

I/ We hereby submit our tender for **Conducting Meta Study of Food Testing Laboratories with an objective to “Evaluate Capacity of Food testing Laboratories in India”**.

I/ We have enclosed the earnest money deposit in the shape of demand draft of Rs.______/-(Rupees ______ only) (Refundable) in the name of........, payable at.........., Demand Draft No.________________________Issued from Bank ______________________.

We hereby agree to all the terms and conditions, stipulated by the FSSAI, in this connection including delivery, penalty etc. quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.

I/ We have noted that overwritten entries shall be deleted unless duly struck out & re-written and initialled. Tenders are duly signed (No thumb impression should be affixed).

I/ We undertake to sign the contract / agreement within 15 (fifteen days) from the issue of the letter of acceptance and start the work as per instruction immediately, failing which our / my earnest money deposit may be forfeited and our / my name may be removed from the list of service providers / suppliers at the FSSAI.

I/ We agree to abide by this bid for a period of 180 (Number) days after the date fixed for bid opening or for any further period for which bid validity is extended and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/ We agree that until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

I/ We have gone through all terms & conditions of the tender documents before submitting the same and accept the same.

Yours faithfully

Signature of the Authorised Signatory of the bidder

Full Address

Witness__________________________
Witness__________________________
Form III: Particulars and qualifications of bidder

1. Organization
   Name:
   Year of Incorporation / Registration in India: Year of Start of Operation in India:
   TIN No.:
   PAN No.:
   SERVICE TAX REGISTRATION NO.: Total No. Technical Manpower:
   Total No. Administrative Manpower:

2. Registered Office Address
   Telephone No. (s)
   Mobile No. (s)
   Fax No. (s)
   Email

3. Legal status of firm Company / Firm / Proprietorship/ Others (_________________)
   (Attach proof MOA, AOA/ Partnership Deed along with registration of partnership detail/ Affidavit by proprietor with registration detail as the case may be)

4. Ownership

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of persons owning stake in the organization</th>
<th>Nationality of the stakeholders</th>
<th>Details of restrictions, if any on transfer of stake</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(In case of company incorporated in India List of Director shall be provided)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

In case the organization is a public sector undertaking indicate the percentage share of Govt. holding.
5. Annual Turnover for the last 3 years (2014-2015, 2015-2016, 2016-17)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Financial Year</th>
<th>Total Annual Turnover</th>
<th>Sector wise Annual Turnover</th>
<th>Other areas of Operations (specify)</th>
</tr>
</thead>
</table>

Please attach Balance-Sheet or Income-Expenditure and Assets-liabilities status position during these 3 years, duly audited by Chartered Accountant/ Statutory Auditors.

6. Particulars of the Centre/unit associated with this project Name & Address of the Centre/Unit:

7. Address of the important offices

<table>
<thead>
<tr>
<th>Address 1</th>
<th>Address 2</th>
<th>Address 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>...........</td>
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</tbody>
</table>

Tel No (s) : Tel No (s) : Tel No (s) :
Fax No (O) : Fax No (O) : Fax No (O) :

No. Technical Employee: No. Technical Employee: No. Technical Employee:
Total No. of Administrative Employee: Total No. of Administrative Employee: Total No. of Administrative Employee:

8. Surveys/ Studies/ Audits in the field of food testing or testing laboratories and/ or R&D Survey Detail (Attach proof)

..........................................................
..........................................................

9. Have your organization occurred loss during last three year: YES/NO

..........................................................

10. Names, Designations, Addresses, Telephone & Fax No. of offices, as well as residences of important persons dealing with the project

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name &amp; Address</th>
<th>Designation</th>
<th>Telephone &amp; Fax No. Office</th>
<th>Residence</th>
<th>Extent of Involvement in the project</th>
</tr>
</thead>
</table>
11. Particulars of EMD

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>Name of the Bank :</td>
</tr>
<tr>
<td>b)</td>
<td>Address of Bank branch, issuing the draft :</td>
</tr>
<tr>
<td>c)</td>
<td>Code No. of Bank Branch :</td>
</tr>
<tr>
<td>d)</td>
<td>Amount of Draft :</td>
</tr>
<tr>
<td>e)</td>
<td>Bank Draft No. &amp; Date :</td>
</tr>
<tr>
<td>f)</td>
<td>Valid up to (Give Date) :</td>
</tr>
</tbody>
</table>

Particulars of Authorization of the person signing these documents on behalf of the bidder.

Name, Designation & Address of the authorized person.

----------------------------------------------------------------------------------------------------------------------
----------------------------------------------------------------------------------------------------------------------

Name, Designation & Address of the person authorizing for signing the document.

----------------------------------------------------------------------------------------------------------------------
----------------------------------------------------------------------------------------------------------------------

Type/form of the issuing authority (whether power of attorney/Authorization letter etc.

----------------------------------------------------------------------------------------------------------------------
(Please refer to the enclose original authorization document)

Date…………………………….. (Signature)………………………..

Place (in the capacity of): …………………

Duly authorized to sign Bid for and on Behalf of…………………………………………..
Form IV: Details of Similar work completed previously.

Performa for Performance Statement

(Summary profiles of projects completed during last five years or more related to surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&D or Similar nature of project)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name, Address, Tele No. and Fax No. of the Organization for which surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&amp;D or Similar nature of project has been Executed. Also mention Name, Designation and contact No. of the contact person of the organization</th>
<th>Description Value &amp; Name of the contract/study(in lakhs)</th>
<th>Period of execution</th>
<th>Delay if any from schedule and time (give reasons)</th>
<th>Litigation</th>
<th>Remarks</th>
</tr>
</thead>
</table>

The bidder will have to attach full details & relevant documents of surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&D or Similar nature of project or Similar nature of project as Annexure to this list.

Date…………………………… (Signature)……………………………

Place (in the capacity of): ....................

Duly authorized to sign Bid for and on Behalf of ..........................................................
Form V: Details of Similar work under execution or awarded

Performa for performance statement

(Summary profiles of project under execution / awarded related to surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&D or Similar nature of project or Similar nature of project)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name, address, Tele No and Fax no. of Organization for which surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&amp;D or similar nature of project has been executed (also mention Name Designation and Contact Person of contact No. of contact Person)</th>
<th>Description &amp; Name of study</th>
<th>Value of Contract (in lakhs)</th>
<th>Period of Execution</th>
<th>Delay if any from scheduled time (give reasons)</th>
<th>Litigation / Arbitration Pending in progress – With detail</th>
<th>Remarks</th>
</tr>
</thead>
</table>

The bidder will have to attach full details & relevant documents of surveys/ studies/ audits in the field of food testing or testing laboratories and/ or R&D or Similar nature of project or Similar nature of project as Annexure to this list.

Date…………………………….       (Signature)........................

Place

(in the capacity of): ......................

Duly authorized to sign Bid for and on Behalf of………………………………………………..
Form VI: List of Satisfactory Performance report from clients

Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients. The bidder will have to attach full details & relevant documents of surveys/studies/audits in the field of food testing or testing laboratories and/or R&D or Similar nature of project.)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name, address, Tele No and Fax no. of Organization for which surveys/studies/audits in the field of food testing or testing laboratories and/or R&amp;D or Similar nature of project has been executed (also mention Name Designation and Contact Person of contact No. of contact Person)</th>
<th>Description &amp; Name of Study</th>
<th>Value of Contract (in lakhs)</th>
<th>Period of Execution</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Attach the Satisfactory Service Certificate from the organizations for whom similar projects executed successfully as Annexure to this list.

Date…………………………… (Signature)……………………

Place (in the capacity of): …………………

Duly authorized to sign Bid for and on Behalf of…………………………………………………………
Form VII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)

**Undertaking**

1. I/We hereby certify that all the information furnished above are true to my/our knowledge. I/We have no objection to FSSAI verifying any or all the information furnished in this document with the concerned authorities, if necessary.

2. I/We also certify that, I/we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

3. I/We also undertake that my/our Firm/Company/Organization has not been blacklisted/debarred by any Govt. Dept/PSU, for directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

4. I/We also undertake that the firm or its proprietor/Director(s)/Authorized Person have not defaulted in making payment of statutory dues, and not listed as defaulter by the EPF/ESI/Service Tax/Income Tax.

Date…………………………… (Signature)........................
Place (in the capacity of): .........................
Duly authorized to sign Bid for and on
Behalf of………………………………………………..
Form VIII: FINANCIAL BID

[On the Letter head of Bidder and should be separately sealed as per instruction]

Date

Tender Reference No. : 

The Designated, 
FSSAI  

Sir,

I/ We hereby submit our price bid for conducting Meta Study of Food Testing Laboratories with an objective to “Evaluate Capacity of Food testing Laboratories in India” as per the Scope of Work given in para 1.4 of the RFP.

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost (in INR) [excluding taxes/duties, etc.]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meta Study of Of Food Testing Laboratories In India</td>
<td></td>
</tr>
</tbody>
</table>

Note 1: Cost should not include any applicable levies, taxes and duties. L-1 will be determined on the basis of technical score and financial score as per para 2.2.

Note 2: Taxes/Duties, etc., if any, will be as per rates applicable from time to time and will be paid extra.

Note 3:
1. FSSAI reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason at any point of time.

2. The selected agencies/firm have to enter into an agreement with FSSAI incorporating deliverable, service level, payment terms, etc.