

MEMORANDUM OF UNDERSTANDING

(Modified FSW with more functionality)

Food Safety and Standards Authority of India (FSSAI) is a Statutory Authority, established under the Food Safety and Standard Act 2006, 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.

Food testing is an important part to ensure food safety through surveillance and enforcement. Accordingly, FSSAI is providing 2nd generation Mobile Food Testing Laboratory (MFTL), referred to as “Food Safety on Wheels” (FSW), throughout the country to further strengthen the network of FSWs.

Mobile labs would be operated by the respective State/UTs Governments or their agencies/NGOs/ Trusts/Societies or even by established and well-functioning NABL/FSSAI accredited food testing laboratories as decided by the State/UT. Grahak Suvidha Kendras established by Ministry of Consumer Affairs could also be utilised for this purpose.

FSSAI has awarded the contract to M/s Asian Scientific Industries (Delhi) located at 6 UA/3, Jawahar Nagar, Delhi-110007 for body building, interior fabrication of FSW, fixtures/furniture and supply, installation and commissioning of equipment.

“Representation and Warranties”- Each of the Parties (FSSAI and STATE of _____ represents and warrants that:

- (i) It has full power and authority to enter into this MoU and to perform its obligations under this MoU.
- (ii) This MoU constitutes a legal, valid and binding obligation on its part enforceable against it in accordance with its terms.

Now, to collaborate in the achievement of the objectives/functions of FSW as described, the FSSAI and STATE of _____ have reached upon an understanding as follow:

I. Objectives/Functions

FSW would execute the functions of testing including surveillance, training and creating awareness regarding the food safety in remote areas of the State, among large public congregations, schools and consumer organisations. FSW can also be used to transport samples picked from remotes areas to the nearest food testing laboratory. Education of the consumers in various aspects of food safety laws and common hygiene practices through the utilization of mobile food testing labs can help in overall goal of supply of safe and wholesome food to the country. FSW would provide on the spot facilities for qualitative testing of adulteration in common food items like ghee, milk, khoya, sweets, edible oil, non-permitted food colours in various foods like namkeens, spices, prepared foods etc. FSW would also have hand-held devices/rapid testing kits for testing/detection of total polar compound, antibiotics, mycotoxins & pathogens. These testing facilities can instil confidence in the local

population while strengthening the hands of enforcement machinery by screening large number of samples for common adulterants. The available data can then be used to carry out enforcement activity in a targeted manner.

II Role of FSSAI: FSSAI would provide following to the States/UTs –

- (i) _____ fully functional FSW(s) (fabricated vehicle with fixtures& fittings, furniture and equipments) costing Rs. 37 lakh approximately (excluding GST).
- (ii) A recurring grant of Rs. 10 lakh per year/FSW towards operational expenses such as petro-oil-lubricants (POLs), other consumables and manpower (one analyst minimum) for a period of 2 years.
- (iii) A copy each of the Guidelines, Manual of Simple methods for testing of common adulterants, etc. in food and Operational Manual.

III Role of State: The States/UTs would be responsible for the following –

- (i) To engage requisite manpower {i.e., Technical Officer (One), Analyst (one), Driver (one) and Attendant (One)} for FSW. The staff deployed in FSW by the State/UT should possess necessary qualification & experience the stipulations as contained in the Guidelines, as revised from time to time. The hired manpower will be employees of the State or the agency through which they are hired. Therefore, either State or outsourcing agency will be responsible for payment of salary, wages and other emoluments if any and statutory requirements. FSSAI shall not be responsible for any payments or statutory benefits (like EPF, ESIC etc.) of the manpower deployed in the MFTL.
- (ii) To work out a district-wise monthly calendar for each FSW.
- (iii) To undertake following activities:
 - i. All the operations from receiving/ collecting of sample to analysis through to generation of result, preparation of report and providing the results.
 - ii. Registration of samples and creation of a separate inventory in a register. A nominal fee as decided by the state can be charged. A receipt towards fee has to be provided and also a copy kept for record.
 - iii. To charge fee as per the norms prescribed by the authorizing department (State FDA). No excess fee other than the prescribed fee will be permitted. Any such action found will be treated as breach of the contract.
 - iv. To carry out the testing as per the procedures laid out in the FSSAI testing manual or as per procedures written in the testing kits provided by the dealers or methods/ procedures provided by the state FDA. Any deviation will not be permitted.
 - v. Maintain all the relevant records in the form of registers and files. Some general records to be maintained are (and not restricted to):
 - a. Sample Inventory Register (SIR) – This will contain the information about the type/name and date of the sample received, Name and address of the customer/ organisation who gave the sample for analysis, Fee received, Signature of the sample provider.
 - b. Testing and Coding register (TCR) – This will contain the code number allotted to the sample, location of sample before & after testing, Analyst name, date and time allotted.

- c. Laboratory Data Register (LDR) – This will contain Sample testing record from code number of sample, date wise observations/ readings from equipments/ volumetric analysis, calculations etc.,
 - d. Test Report Register (TRR) - Record of results in the form of Result sheets, samples wise has to be maintained. Format of result sheet will be provided by the state FDA.
 - e. Consumables Inventory Register (CIR) - Record related to consumption of chemicals, glass wares, plastic wares and other consumables like stationary etc.
- (iv) To create awareness among the people about food safety and food adulteration along with the collection of samples. Besides this, FSW may also receive samples directly from Consumers, organizations, NGO's, individuals, extension agencies etc. The organization would also act as a mobile education unit to popularize food testing and build a trust amongst the consumers about food safety and hygiene.
 - (v) To maintain the vehicle, equipments/ machinery and other accessories present in the FSW.
 - (vi) To refill POL's and other consumables for smooth day to day functioning of FSW.
 - (vii) To submit a consolidated monthly progress report by 7th of the following month to the State FDA and FSSAI (preferably in soft copy at email ID: labs@fssai.gov.in) as per Annexure.
 - (viii) To submit Utilization Certificate as per GFR; Audit Report, if any; and a consolidated Annual Progress Report including the fee collected and expenditure incurred in operation of FSW, to FSSAI through State FDA for creating a database
 - (ix) In case that consumer has a sample analysed or FSO submits a sample for analysis to a Mobile Food Laboratory, prosecution/adjudication cannot be launched by an FSO till the process as detailed in FSS Act, 2006 is adhered to.

IV. Monitoring

- (i) The Comptroller and Auditor General of India, at his discretion shall have the right of access to the books of accounts of the STATE for the grants received from FSSAI for this purpose.
- (ii) FSSAI will have the right to seek any information with regards to the utilization of facilities so created and also carry out visits to FSW from time to time.
- (iii) FSSAI may terminate the grant at any stage if it is convinced that the grant has not been properly utilized or appropriate progress has not been made.

Signed by Shri/Ms. _____ for and on behalf of the Commissioner Food Safety (official stamp)	Signed _____ by _____ Shri _____ for and on behalf of the Chief Executive Officer, FSSAI. (official stamp)
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Monthly Progress Report (for the month of.....)

State: _____ FSW Registration No. _____

1. Details of Testing of Samples (other than hand-held devices/rapid kits)

S. No.	Food Category	Food Product	No. of Samples analysed	Test results		Reason of Failure	Action taken on failed Samples	Fee collected (in INR)
				Pass	Fail			

2. Details of Testing of Samples through hand-held devices/rapid kits

S. No.	Food Category	Food Product	No. of Samples analysed	Test results		Reason of Failure	Action taken on failed Samples	Fee collected (in INR)
				Pass	Fail			

3. Details of awareness program(s) conducted *

S. No.	Location of Program(s)	Number of Program(s)	Audience**		Any display material for awareness (Yes/No)
			Target group	Number	

4. Details of training program(s) conducted *

S. No.	Location of Program(s)	Number of Program(s)	Audience**		Any display material for training (Yes/No)
			Target group	Number	

5. Relevant records/ registers

S. No.	Name of the Register	Whether the States /UT's maintain the register. (Yes / No), If 'No', reason thereof
i.	Sample Inventory Register	
ii.	Testing and Coding Register	
iii.	Laboratory Data Register	
iv.	Test Report Register	
v.	Consumables Inventory Register	
vi.	Any other register	

6. District wise calendar for each FSW for the following month

S. No.	Date		Area to be covered	Whether the Calendar is being uploaded on the States /UT's Website. (Yes/No), If 'No', reason thereof
	From	To		

*Details about the program and the awareness / training methods and materials used should be provided in separate sheets.

** (e.g. Target Group – College Students, Number – 100 / Target Group – Common Public at Market place, Number – 50 approx)