

**REQUEST FOR PROPOSAL FOR SETTING UP OF MOBILE FOOD TESTING  
LABORATORY (MFTL) BY FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
(Open Tender enquiry)

**Request for Proposal (RFP) No. 01/2017**

**No. 15/QA/MFTL/Tender/FSSAI/2017**

Food Safety and Standards Authority of India  
(A statutory Authority established under the Food Safety and Standards Act, 2006)  
FDA Bhawan, Kotla Road, New Delhi-110002

Dated the 18<sup>th</sup> April, 2017

The Food Safety and Standards Authority of India (hereinafter called "The Authority" invites tender on Two-Bid system for setting up of Mobile Food Testing Laboratory (MFTL) units throughout the country, at least one in each State/UT on **turnkey basis**.

2. Bids under two-bid system (Technical-Bid and Commercial-Bid) in sealed covers are invited for "**Setting up of Mobile Food Testing Laboratory by the FSSAI**". Please super scribe the above mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid. Please also super scribe 'Technical-bid' and 'Commercial-bid' on the respective covers.

**3. General information about the tender is as follows: -**

- |   |   |  |
|---|---|--|
| (a) Queries to be addressed to                | : | labs@fssai.gov.in  |
| (b) Postal Address for sending the Bids       | : | Jt. Director (Quality Assurance)<br>Food Safety and Standards<br>Authority of India, FDA Bhawan,<br>Kotla Road, New Delhi-110002 |
| (c) Name/designation of contact person        | : | Umesh Kumar Jain.<br>Jt. Director (Quality Assurance)  |
| (d) Telephone No.                             | : | 011- 23220990  |
| (e) Last Date and Time for Receipt of Tenders | : | 12 May 2017 at 1500 Hrs  |
| (f) Date and Time of Opening of Tenders       | : | 12 May 2017 at 1530 Hrs  |

**4. This RFP is divided into five Parts as follows: -**

(a) **Part I** Contains **General Information and Instructions** for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** Contains **Essential Details of the Items/Services required**, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details and Technical Bid Format.

- (c) **Part III** Contains **Standard Conditions of RFP**, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** Contains **Special Conditions of RFP**, which will also form part of the Contract with the successful Bidder.
- (e) **Part V** Contains **Evaluation Criteria and Format for Price Bids/Commercial Bids**.

5. Each page of this tender enquiry is to be signed by the bidder or authorised representative and following certificate be given in the offer letter under the seal of the bidder:-

**' I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN THE TENDER ENQUIRY ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM'**

6. This RFP is being issued with no financial commitment and this office reserves the right to change or vary any part thereof at any stage. This office also reserves the right to withdraw the RFP, should it become necessary at any stage.

**-Sd-**  
**(Umesh Kumar Jain)**  
**Jt. Director (Quality Assurance)**  
Food Safety and Standards  
Authority of India, FDA Bhawan,  
Kotla Road, New Delhi-110002

## **PART I – GENERAL INFORMATION AND INSTUTIONS**

1. **Last date and time for depositing the Bids:** **12 May 2017 by 1500 Hrs.** The sealed quotations under two bid system (i.e. Technical Bid & Commercial Bid) in sealed covers should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed quotations should be dropped in the Tender Box marked for the said purpose by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Location of the Tender Box:** **Reception Office, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
4. **Time and date for opening of Bids:** The tender box will be opened on **12 May 2017 at 1530 hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).
5. **Place of Opening of the Bids:** **Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority ([www.fssai.gov.in](http://www.fssai.gov.in)). However it shall be the duty of the prospective bidder to ensure that the clarifications sought for have been properly received in time by the Tender Inviting Authority.

**9. Pre-Bid Conference:** All clarifications are to be resolved in the Pre-Bid Conference on **02 May 2017** at 1500hrs in **3<sup>rd</sup> Floor Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002** prior submission of bids.

**10. Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of EMD.

**11. Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask or call the bidder for seeking clarification on his bid. The request for clarification will be given in writing/thorough email and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

**12. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will also be rejected.

**13. Validity of Bids:** The Bids should remain valid till 06 Months from the last date of submission of the Bids.

**14. Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **62,00,000/-** (Rupees **Sixty-Two Lakh only**) along with their bids. 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. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D) or National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

1. **PART –A** (User Requirement/Qualitative Requirements in terms of functional characteristics)
2. **PART –B** (Technical Specifications/Product Specifications and Technical Bid Format)

### **PART-A**

#### **USER REQUIREMENTS (URs) FOR SETTING UP OF MOBILE LABORATORY**

The tenders are invited for body building, interior fabrication of MFTL along with fixtures/furniture and supply, installation and commissioning of the equipments, the details of which are mentioned in Part B, Part II of RFP. FSSAI is acting as the nodal agency as well as service provider for establishing MFTL in States/UTs. For this, the Authority, on behalf of the States/UTs, will undertake and oversee the procurement process, ensure that the successful bidder is installing the MFTL properly at the locations/offices/ institutes specified and provide the after sales service during the agreed period of contract in respect of the MFTL including fabrication, equipment installed etc. under this contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

This Tender is a Turnkey Project. This tender is a contract valid for a period of two years from the award of the contract to the successful bidders. The bidders are expected to quote their best rates for the MFTL.

If the Tender Inviting Authority place orders for supply, installation and commissioning during the contract period, the same rates, terms and conditions in total will be binding on the successful Bidder.

#### **Background:**

The Food Safety and Standards Act, 2006 was enacted in 2006 in order to consolidate all the laws relating to food and to establish the Food Safety and Standards Authority of India (FSSAI) for laying down science-based standards for articles of food and for regulating their manufacture, storage, distribution, sale and import, for ensuring availability of safe and wholesome food for human consumption in the Country. By virtue of the mandate given to FSSAI, Rules and Regulations hitherto implemented under various regulatory orders were repealed with effect from 5<sup>th</sup> August 2011. The Food Authority is mandated to lay down the procedure, guidelines and notification of the accredited laboratories. FSSAI may notify laboratories and research institutions accredited by NABL or any other accreditation agency. In addition to above, it also mandates the Food Authority to develop regulations for food testing laboratories, protocols for testing, audit of food safety systems and undertaking training and capacity building for laboratory staff and professional food analysts.

The Authority has rolled out a Central Sector Scheme for “**Strengthening of the Food Testing System in the country including provision for Mobile Food Testing Labs**” with the approval of the Ministry of Health and Family Welfare, Government of India. The scheme *inter alia* envisages establishment of Mobile Food Testing Laboratory (MFTL) units throughout the country, at least one in each State/UT. These MFTLs will be fully functional, equipped with all basic facilities and the required quick

testing instruments and rapid diagnostic kits for detection of adulteration in various food samples particularly, Milk and Milk products, Edible Fats and oils, Water, Spices etc.

**Functional Requirements.**

Sl. No.	Description	Quantity
1.	Setting up of Mobile Food Testing Laboratory (MFTL)	62*

\*Details are attached as **Annexure I**

**PART-B**

**TECHNICAL SPECIFICATIONS/PRODUCT SPECIFICATIONS/TECHNICAL BID FORM**

1. **Schedule of Requirements.** The Fabrication of exterior body and interior shall be done as per specification. The equipments as per specification shall be supplied, installed and commissioned in the MFTL:-

**(a) Specification of Vehicle, Body Building and Interior Fabrication: -**

Sl. No.	Requirements	Specifications
1.	Vehicle	Suitable vehicle chassis with body (wheels: Front-2, Rear-2, Spare-1) having 6-8 ton capacity, 3800-4300 mm wheel base which can be serviced as and when required across the country. Space inside the vehicle for laboratory: 14 -16 feet length, 6-7 feet height and 6-7 feet width apart from the Driver cabin Warranty: 36 months or 100000 Km
2.	Vehicle Design (Interior & Exterior)	Fabrication should be done by the approved vendor or the vehicle manufacturer. The vehicle should have a vibration and shock proof design <b>Exterior:</b> <ul style="list-style-type: none"> <li>✓ The vehicle should have an additional Exhaust fan.</li> <li>✓ The body should have a carrier and the ladder.</li> <li>✓ Ceiling of the body should have insulator material (as coating or a material) on the inside.</li> <li>✓ Should have one set of a radio and an amplifier along with TWO movable loud speakers with fixtures on the roof.</li> <li>✓ Foot step to be provided at the back end of the vehicle for entering/climbing.</li> <li>✓ The exterior of the vehicle should be branded (either painted or stickered with the logo of FSSAI along with other pictures that will be provided by FSSAI to the successful bidder. The designs of logos and pictures would be provided in softcopy to the successful bidder.</li> </ul> <b>Interior:</b> <ul style="list-style-type: none"> <li>✓ Workbenches on both sides with adequate moving space of a minimum three feet in the central area.</li> <li>✓ Workbenches should have storage below and above the working platforms</li> <li>✓ Space to be provided for safely fixing the generator,</li> </ul>

		<p>refrigerator and also securing the gas cylinder(s).</p> <ul style="list-style-type: none"> <li>✓ The interior should have chemical resistant vinyl/PVC flooring or any suitable material.</li> <li>✓ Provision should be made to safely securing the equipments under a vibration free, cushioned and fitting separations in order to prevent any damage during the vehicle is under movement.</li> <li>✓ Sliding windows should be provided on both the walls of the vehicle.</li> <li>✓ Collapsible/retractable ledge of 9-inch depth x 30 inch outside one of the windows for acceptance of samples. This ledge should be such that it can be secured flat on the body of the vehicle when the MFTL is on the move.</li> <li>✓ Stowing area/room for accommodating the stools after working.</li> <li>✓ Tissue paper roll holder, hand wash holder, towel holder, spatula holder, tweet pipette holder, test tube stand holder, separating funnel holder etc should be placed inside the lab in such a way that it can be accessed by sitting on the stool itself.</li> <li>✓ The door shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of powder coated Aluminium.</li> <li>✓ Dedicated space for keeping two <b>10 litres carboys</b> to be provided.</li> <li>✓ Appropriate space and easily accessible positioning for placing fire extinguisher.</li> </ul>
3.	Water Tank and Sink	<p>Water tank (acid and alkali resistance) – a minimum capacity of 100 litres. Waste water collection tank (acid and alkali resistance); with outside drain – minimum 100 litres capacity. Sink shall be of Polypropylene, moulded as one piece. The minimum dimension of the sink is 32x32x20 cms. The sink should not have any sharp corners inside. Sink color shall be black.</p>
4.	Generator/ battery operated	<p>One diesel driven silent generator with self start of a minimum 7.5 kVa capacity shall be provided suitably; and should have a sliding facility that can allow operation of the generator outside the vehicle. The generator should also be provided with a minimum of 20 meter cable for direct connection of power from outside sources.</p> <p>One 5 kVa UPS to be provided as a backup for the diesel generator</p>
5.	A.C Unit	<p>The vehicle should be provided with a minimum of 1.5 tonne split AC with the outdoor unit. In-door unit to be installed appropriately for uniform cooling inside the lab area.</p>
6.	Electrical fitting and wiring	<p>Minimum six power points on each side shall be given on two work benches to make equipments operable. The power supply of these points shall be from the generator. Each of these power points shall have both 5A and 15 A (12 nos of 5A &amp; 5nos of 15A).</p>
7.	Lightings	<p>Should provide LED lights in the lab for adequate illumination.</p>
8.	Eye wash pump	<p>Suitable eye wash pump shall be provided near the wash basin.</p>
9.	Fire extinguisher	<p>ABC type</p>

10.	Refrigerator	Vehicle to be provided with double door refrigerator (0- 4 degree C and freezer of -18 degree C) 190-250 litres capacity.
11.	Other equipment/tools	Basic tools for simple repairs (screwdrivers, wrenches etc.) Emergency kit (extinguisher, towing cable, emergency sign, emergency light) First-aid kit

**(b) Furniture's and Fixtures:-**

S. No.	Requirements	Specifications
1.	Workbenches and Cabinets	Laboratory work bench with storage racks for consumables on both sides (Chemical resistant tabletops& shelves as per laboratory standard with Chemical resistant wash basin). Storage cabinets to be provided above and below the working platform. Selective cabinets to have locking mechanism. All materials used in labs should not react with chemicals. Three stainless steel stools in work area

**(c) Equipments: -**

2. The qualified Bidder shall be solely responsible for fabrication of the exterior body and interior, equipment supplied and its installation and commissioning of the mobile laboratory.

S. No.	Equipment	Specification
1.	Digital balance (capacity 200g/0.01g )	Electronic Balance for precision weighing of lab samples. Freely programmable weighing unit Weighing range : $\geq 200g$ Readability : 0.01g Reproducibility : 0.01g Power Supply : 220-240V, 50Hz. should also be operated by internal rechargeable battery backup Warranty : At least one year on manufacturing defects
2.	Digital Multi-Parameter Hand Held Meter (pH, Conductivity, TDS and Temperature)	Easy to use Hand Held Measurement cell with temperature sensor Backlit LC-Display
3.	Digital refractometer-Portable	Easy to use Hand Held Measurement cell with temperature sensor Backlit LC-Display
4.	Hot plate	10"x12" rectangular or 10"x10" circular M.S. Body with S.S. top Most suitable to work on 220 volts A.C. Supply
5.	Hot air oven	The capacity around 28 litres Temperature range Ambient +5 to 250°C. Heating elements are placed in ribs at the

		bottom and sides. Double walled inside Stainless Steel. Outside Mild Steel painted in epoxy powder coating/ stainless steel with perforated adjustable shelves, two indicators and on/off switch. Power Supply : 220-240V, 50Hz One number Air circulating Fan & Digital Temperature Controller Cum Indicator.
6.	Electronic Milk analyzer	Milk Type : Cow, Buffalo and Mixed Milk Measuring speed : 90-100 samples per hour Parameters : Fat, SNF, Protein, Lactose, Density and added water Calibrated adulterants: Urea, Detergent, ammonium Sulphate, Salt (Sodium Chloride), Hydrogen Peroxide, Sodium Bi carbonate, Caustic soda Initialization Time : Maximum 5 min Cleaning : Easy Cleaning Display : LCD Display Power Supply : 220-240V, 50Hz
7.	Mixer grinder (small)	Design and dimensions : Compact, around 200 ml grinding jar Speed of operation : To operate at 3 different speeds Power Supply 50Hz : 220-240V, Jar Material : Stainless steel Warranty : 1 year

### 3. Delivery, Installation & Implementation Schedule

The MFTL should be fabricated and commissioned as per schedule given below: -

S. No.	Activity	Time Limit
1.	Body building, interior fabrication of MFTL, fixtures/furniture and supply, installation and commissioning of equipments	03 months

(a) The successful bidder shall visit the scheduled institutions and recommend pre installation requirements at each institution. The details may be consolidated and shall be submitted to the Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, the Tender Inviting Authority shall deduct Liquidated Damage charges as per the tender conditions.

(b) The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

(c) If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.

(d) The successful bidder is required to deliver the equipments and install the equipments at the site within 03 months from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative. A proper detail of stock taking has to be obtained in the invoices from the respective user Institutions with signature and seal.

(e) A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location.

(f) The installation report and one month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.

(g) The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

#### **4. Demonstration of technical specifications and performance:**

(a) Before the opening of the Financial Bid, immediately after the opening of Technical bid, the bidder shall arrange for demonstration of offered items at FSSAI at own cost, either directly or through authorized Dealer/Distributors, as the case may be, within the period specified by the TEC, for verification by the Tender Inviting Authority, whether the quality parameters offered meets the accuracy as indicated in Part B of Part II of RFP, if required by the Tender Inviting Authority. The bidder should be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.

(b) If it is not possible for the successful bidder to provide the model offered and conforming to the exact specifications as para 1 of Part B, then it shall be open to the bidder to submit a model with similar specifications for the demonstration, if agreed by the Tender Inviting Authority. The purpose of this

exercise is to satisfy the Tender Inviting Authority about the ability of the bidder to manufacture and supply those items of specified specifications of good quality.

(c) Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such bidders shall not be considered for opening.

(d) The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

**5. Eligibility Criteria for Pre Qualification of Bidders.** The firm/Bidder fulfilling the following eligibility criteria will be considered for opening of their Commercial Bids: -

(a) Bidder should have experience in executing similar work like doing special purpose vehicles for mobile lab, clinic, medical units, etc.

(b) The Bidder should provide documents proving experience of having completed minimum 03 projects of similar nature.

(c) Annual financial turnover, during each of the last three years should not less than Rs. One Crore. Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted alongwith the Technical Bid. Bidders should also enclose notary attested copy of IT returns filed for the last three financial years, notary attested audited copy of audited accounts, balance sheet, annual report etc.

(d) Bidder must have valid VAT/Sales Tax Registration Certification. A copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Technical Bid.

(e) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical Bid.

(f) Earnest Money Deposit amounting to Rs. **62, 00,000/-** (Rupees **Sixty Two Lakh only**) should be submitted along with the Technical Bid.

(g) Bidders are required to submit Bank Solvency Certificate issued not earlier than 31 March 2017.

(h) Bidders should have the capability to attend repairs of the equipments **within 72 hours** anywhere in the country and should be willing to provide stand by equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 72 hours (total down time should not exceed 5 days in one instance). The bidders should have the capability to ensure the uptime in a year of 95%. (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)

(j) Bidders who have been blacklisted / debarred by the Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of

blacklisting. The bidder should enclose an undertaking to this effect alongwith the Technical Bid.

**6. Two-Bid System.** The quotation must be submitted by the bidder under two – bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers. Format of Technical Bid is at **para 12** of the RFP. **The documents mentioned in para(s) 5, 9, 10 and 11 should be enclosed with the Technical –Bid.** Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical-Bid: -

<b>Para of RFP Specifications Items-wise</b>	<b>Specifications of Item offered</b>	<b>Compliance to RFP specification-whether Yes/No</b>	<b>In case of non-compliance, deviation from RFP to be specified in unambiguous terms</b>

**7. Other terms and Conditions:**

(a) All the terms and conditions in respect of warranty/guarantee, CAMC/AMC, Training of Staff etc shall be complied with.

(b) Technical Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in Section 4 of this document.

(c) The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties, etc.

(d) In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

**8. Amendment of tender documents:**

(a) At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

(b) The amendments shall be published on the website, and the tender shall submit copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

(c) The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse the website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

**9.** Acceptance of Terms and conditions should be enclosed as per **Annexure II.**

**10.** General Information should be provided as per **Annexure III.**

**11.** Service Centre Details to be provided by the bidder as per **Annexure IV.**

**12. Bid Form**

**TECHNICAL BID FORM**

1	Tender to be submitted to	Jt. Dir(QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
2	Closing date and time for receipt of Tenders.	1500 hrs on <b>12 May 2017</b>
3	Time, date & place of opening of Tender	1530 hrs on <b>12 May 2017</b> in Conference Hall, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
4	Earnest Money Deposit	<b>Rs.62,00,000/-</b> (Rupees Sixty Two Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
5	Schedule of Requirements and other Technical features as contained in Chapter II of the RFP	Complied / Not complied
6	Bank Solvency Certificate (issued not earlier than 31 Mar 2017)	Enclosed / Not enclosed
7	Authenticated copy of PAN	Enclosed / Not enclosed
8	Authenticated coy of VAT/Sales Tax Reg	Enclosed / Not enclosed
9	Tender Bid valid for acceptance up to 06 months from the date of opening of the commercial bid.	Accepted / Not Accepted
10	<b>Experience Certificate</b> of having successfully completed minimum 03 Projects of similar nature.	Enclosed / Not enclosed
11	Annual Financial Turnover during the each of the last three Financial years 2016-17, 2015-16 and 2014-15, should not be less than Rs. One Crore.	Enclosed / Not enclosed
12	An undertaking that the bidder has not been blacklisted/debarred by any State Govt./ Central Govt. Department/organization	Enclosed / Not enclosed
13	Documentary proof shall be submitted on the after sales facilities and expertise of the bidder	Enclosed / Not enclosed

Signature of Bidder \_\_\_\_\_  
 Name in Block letters \_\_\_\_\_  
 Capacity in which signed \_\_\_\_\_  
 Date \_\_\_\_\_

Stamp of the Firm

### 13. Requirement of Technical documents.

**The Tender is liable to be rejected if the following documents are not found enclosed with the Tender bid: -**

- 1) Demand Draft/Pay Order of Rs. **62,00,000/-** (Rupees **Sixty Two Lakh only**) toward Earnest Money drawn in favour of **Senior Accounts Officer, FSSAI**.
- 2) Bank Solvency Certificate issued on or after 31 Mar 2017.
- 3) Authenticated copy of PAN.
- 4) Authenticate copy of VAT/Sales Tax Reg.
- 5) Documents proving experience of having successfully completed minimum 03 Projects of similar nature.
- 6) Annual Financial Turnover during the each of the last three Financial year 2016-17, 2015-16 and 2014-15, should not be less than Rs. One Crore.
- 7) An undertaking that the bidder has not been blacklisted/debarred by any State Govt./Central Govt. Department/organization.
- 8) Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.
- 9) Any other details, as considered necessary.

### **PART III - STANDARD CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Award of Contract.** The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after financial bid opening.
4. **Effective Date of the Contract.** The contract shall come into effect on the date of signature by both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
5. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per the Arbitration and Conciliation Act, 1996 of India. Venue of Arbitration shall be place from where the contract has been issued i.e. New Delhi, India.
6. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

7. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party through any means.

9. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **Termination of Contract.**

(a) **Termination for default:** The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority/User Institution.

(b) In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.

(c) Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.

(d) **Termination for insolvency:** If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority/User Institution.

(e) **Termination for convenience:** The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution's) convenience, by serving written

notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority/User Institution. The notice shall also indicate *inter alia*, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

11. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or through e-mail or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

12. **Patents and other Industrial Property Rights.** The Prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments.** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed by or on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties**

(i) **General**

1. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bid will be taken into account in the ranking of bids.

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/Entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the Supply Order.

(iii) **Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

#### **PART IV – SPECIAL CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

2. **Performance Guarantee:-**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

3. **Option Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **Payment Terms.** The payment will be made as per the following terms on production of the requisite documents:

(a) 80% payment after handing over complete unit of MFTL with its all necessary accessories at the user institutions specified in the supply order and on submission of Handover Certificates (Annexure II), Warranty Certificate (Annexure VIII), and invoice with proper stock taking details.

(b) 20% payment will be released on submission of the one month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/deficiencies by the successful bidder or otherwise.

(c) Payment for CAMC/AMC Charges: The payment of CAMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.

(d) The successful bidder shall not claim any interest on payments under the contract.

(e) Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

(f) The successful bidder shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective User Institutions/Tender Inviting Authority.

(g) While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Tender Inviting Authority/User Institution, as and if permitted under the contract, the successful bidder shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a

later date, it (the successful bidder) shall refund to the Tender Inviting Authority/User Institution forthwith.

5. **Advance Payment:** No advance payment(s) will be made to be successful bidder.

6. **Paying Authority** :-

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink signed copy of commercial invoice/Seller's bill.
- iii. Copy of Supply Order and Contract.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. Guarantee / Warranty certificate.
- viii. Performance Bank guarantee /Indemnity bond where applicable.
- ix. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/Supply Order).
- x. Any other document / certificate that may be provided for in the Supply Order.
- xi. User Acceptance.

7. **Fall clause.** The following Fall clause will form part of the contract placed on successful bidder

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract –  
"We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract

herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and of sub-para (ii) above details of which - .....”.

8. **Risk & Expense clause:-**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract.”

9. **Force Majeure clause :-**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (7) days of affecting such upgradation/alterations.

11. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

12. **Inspection Authority:** Inspection will be carried out by a duly constituted Inspection Committee.

13. **Franking clause :** The following franking clause will form part of the contract placed on successful Bidder –

(a) In the case of Acceptance of Goods “The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Tenderer under the terms and conditions of the Contract”.

(b) In the case of Rejection of Goods “The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Tenderer in any manner. The goods are being rejected without prejudice to the rights of the Tenderer under the terms and conditions of the Supply Order.”

**14. Warranty–** The successful bidder has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

(a) The successful bidder further have to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Tender Inviting Authority’s specifications) or from any act or omission of the successful bidder, that may develop under normal use of the supplied goods.

(b) All the equipments including the accessories supplied as per the technical specification in Part B of Part II should carry comprehensive warranty for a period of 3 years. During this period, the successful bidder shall replace all defective parts and attend to all repairs/break downs and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful bidder during the period of comprehensive warranty.

(c) On expiration of the comprehensive warranty period, the successful bidder shall be willing to provide after sales support/ Comprehensive Maintenance Contract (CMC) for an additional period of 7 years including all equipments and replacement of spares.

(d) The prospective bidders, who are manufacturers, shall submit an undertaking in the format Annexure I that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The Original Equipment Manufacturers (OEM) shall also assure continuity of service to their product, in the event of change in dealership or the bidders – their existing dealers - couldn’t provide service during the warranty / AMC period. The undertaking in Annexure IB, from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.

(e) **Visit of MFTL:** The successful bidder shall visit MFTL installed at each User Institution as part of preventive maintenance as per the frequency mentioned below during the warranty period:-

- i. 1000 Km or 02 months whichever is earlier
- ii. 1001 to 5000 Km or 06 months whichever is earlier
- iii. 5001 to 10000 Km or 12 months whichever is earlier
- iv. 10001 to 15000 Km or 18 months whichever is earlier
- v. 15001 to 20000 Km or 24 months whichever is earlier
- vi. 20001 to 25000 Km or 30 months whichever is earlier
- vii. 25001 to 30000 Km or 36 months whichever is earlier

The bidder shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority/User Institution.

(f) Complaints should be attended properly, maximum within 72 hours. In case, the repair/fault duration is likely to exceed 72 hours, the successful bidder

shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

(g) Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority or user institution, the successful bidder shall, within 72 hours, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority or to the user institution.

(h) If the successful bidder, having been notified, fails to rectify the defect(s) within 72 hours, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary, at the successful bidder's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful bidder under the contract.

(j) Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide stand by equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting bidder.

(k) A warranty certificate (as per format in Annexure VIII) duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful bidder shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate. A copy of the original warranty papers has to be given to the institution head concerned.

(l) The equipment which requires quality assurance test shall be done at free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of User Institutions and also when major spares are replaced.

(m) Any mandatory approval required for installation shall be obtained by the successful bidder in liaison with the respective authorities.

**15. Conditions during Warranty/AMC.** The application software should fulfill the following conditions during the warranty:-

- (a) Any failure in the mobile lab thereof should be rectified within a maximum period of 72 hours of lodging complaint.
- (b) If the mobile lab is down beyond 72 hours. Penalty at the rate of Rs 500/- (Rupees five hundred only) per day will be charged or recovered out of the Bank Guarantee held toward warranty/ATS at the time of billing.

**16. Annual Maintenance Contract**

- (a) On expiry of warranty, the Bidder will enter into AMC, if the user/maintenance agency so desires.
- (b) Terms and conditions governing AMC would be examined and finalized at the time of PNC.
- (c) All maintenance will be provided on-site.

(d) While the vendor will be obliged to provide AMC, the buyer will have the option to maintain the systems in house or through a third party after the expiry of warranty period. The vendor will then continue to provide all spares/modules required the systems in their original configuration to the maintaining agency, for a minimum period of five years from the termination of warranty. Failure to do so will amount to breach of contract.

(e) Other terms and conditions governing AMC would be examined and finalized at the time of conclusion of warranty.

(f) In case the user opts to maintain the system in-house or through a third party after the expiry of warranty period, the vendor will then continue to provide all spares/modules required the systems in their original configuration to the maintaining agency, for a minimum period of five years from the termination of warranty. Failure to do so will amount to breach of contract.

**17. Bank Guarantee for AMC.** If signed, bank guarantee will be submitted @10% of the annual value of AMC.

**18. Uptime.** The successful bidder will guarantee to provide 95% uptime of all the systems during warranty and subsequent AMC. In case of failure to do so, proportionate payment will be deducted from the bank guarantee/payment due to the successful bidder.

**19. Intellectual Proprietary Rights.** The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

The Successful bidder/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CMC/AMC.

**20. After Sales Service conditions:**

The corporation attaches paramount importance to the after sales service of the equipments installed to ensure smooth operation afterwards. The successful bidder is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC-including all essential spares needed for the satisfactory performance of the equipment) and Annual Maintenance Contract (AMC- without spares) shall be finalized at the time of tender itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful bidder.

The after sales terms and conditions will be strictly enforced and those bidders who are willing to support the Tender Inviting Authority in its endeavour to provide

trouble free operation/performance of the equipments for the prescribed period need only participate in the tender.

The after sales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC)/ Annual Maintenance Contract, if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the bidders, but after issuing due notice and provide opportunity for being heard.

**21. Special conditions:**

(a) The bidder has to arrange body building, interior fabrication and supply of furniture/fixtures and equipments as per the technical specification mentioned in Part B of Part II of RFP.

(b) The bidder has to provide the after sales support for the equipments and other works done.

(c) The certificate of fitness shall be obtained by the bidder.

(d) The bidder has to fabricate the interior of one vehicle and invite the Tender Inviting Authority for an inspection. The modifications suggested during the inspection shall be incorporated in all the vehicles.

(e) The vehicle after fabrication shall be registered by the successful bidder as 'Mobile Food Testing Laboratory/Mobile Laboratory' in the name of the Commissioner of Food Safety of the State/UT or in any other name as decided by the State/UT Governments.

(f) The warranty of the body building work, interior fabrication and equipments shall start from the date of hand over of the mobile lab to institutes.

(g) The mobile labs shall be handed over to the State/UT in the country as per **Annexure I.**

## **Part V- EVALUATION CRITERIA & FORMAT FOR PRICE BIDS/COMMERCIAL BIDS**

1. **Evaluation Criteria-** The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.

(c) The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Technical Evaluation Committee constituted by the Tender Inviting Authority.

(d) The Technical Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.

(e) The decisions of the Technical Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be informed.

(f) The demonstration shall also be conducted by Technical Evaluation Committee in which external experts from the User Institutions/funding agencies may also be present.

(g) The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(h) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows :-

- L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on Goods and Services as quoted by bidders.

(j) 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 will prevail and the total price will be corrected. If there is discrepancy between words and figures; the amount in words will prevail for calculation of price.

(k) The Lowest acceptable Bid will be considered further for placement of Supply order after complete clarification and price negotiations as decided by the Tender Inviting Authority.

(l) The Bidders are required to spell out the rates of Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.

(m) Any other criteria as applicable to suit in a particular case.

2. **Price Bid Format** : The Price Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP :-

(a) **Basic cost of the item/items:**

Sl. No	Description	Basic Cost of one Mobile Laboratory	Total Cost of 62 Mobile Laboratory
1.	Cost of Mobile Laboratory (including Body Building, interior fabrication, furniture/ fixtures and supply, installation & commissioning of equipments)		
2.	<b>Total Cost</b>		
3.	CAMC for One year after expiration of warranty period		
4.	<b>CAMC for Seven years</b> after expiration of warranty period		
5.	<b>Grand Total (2+4)</b>		

**Note** : Determination of L-1 will be done based on Grand Total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product) of all items/requirements as mentioned above.

3. **Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) :-**

(a)	Is Excise Duty extra ?	
(b)	If Yes, mention the following :-	
	(i) Total value of items on which Excise Duty is leviable	
	(ii) Rate of Excise duty (item-wise if different ED is applicable)	
	(iii) Surcharge on Excise duty, if applicable?	
	(iv) Total value of excise duty payable	
(c)	Is Excise Duty Exemption (EDE) required	
(d)	If yes, then mention and enclose the following:-	
	(i) Excise notification number under which EDE can be given	
(e)	Is VAT extra?	

(f)	If yes, then mention the following :-	
	(i) Total value on which VAT is leviable	
	(ii) Rate of VAT	
	(iii) Total value of VAT leviable	
(g)	Is Service Tax extra?	
(h)	If yes, then mention the following :	
	(i) Total value of Services on which Service Tax is leviable	
	(ii) Rate of Service Tax leviable	
	(iii) Total value of Service Tax leviable	
(j)	Is Custom Duty Exemption (CDE) required	
(k)	If yes, then mention the following :	
	(i) Custom notification number under which CDE can be given (enclose a copy)	
	(ii) CIF value of stores to be imported	
	(iii) Rate of Customs Duty payable	
	(iv) Total amount of Customs Duty payable	
(l)	Octroi/Entry taxes	
(m)	Any other Taxes / Duties / Overheads / Other costs	

**Signature of bidder** \_\_\_\_\_

**Name in Block letter** \_\_\_\_\_

**Date** \_\_\_\_\_

**Capacity in which Signed** \_\_\_\_\_

**Annexure: I****Schedule of requirements**

S. No.	State/UT	Mobile Food Labs	
		Total Number of Districts	No. of Mobile labs proposed
1.	Andhra Pradesh	13	1
2.	Arunachal Pradesh	17	1
3.	Assam	27	2
4.	Bihar	38	2
5.	Chhattisgarh	27	2
6.	Goa	2	1
7.	Gujarat	33	2
8.	Haryana	21	2
9.	Himachal Pradesh	12	2
10.	J&K	22	3
11.	Jharkand	24	2
12.	Karnataka	30	2
13.	Kerala	14	1
14.	Madhya Pradesh	51	3
15.	Maharashtra	36	2
16.	Manipur	9	2
17.	Meghalaya	11	2
18.	Mizoram	8	2
19.	Nagaland	11	2
20.	Odisha	20	2
21.	Punjab	22	2
22.	Rajasthan	33	2
23.	Sikkim	4	1
24.	Tamil Nadu	32	2
25.	Telangana	10	1
26.	Tripura	8	2
27.	Uttar Pradesh	75	4
28.	Uttarakhand	13	1
29.	West Bengal	20	1
30.	GNCT Delhi	11	3
31.	Puducherry	4	1
32.	Chandigarh	1	1
33.	Andaman & Nicobar	3	1
34.	Lakshadweep	1	1
35.	Daman & Diu	2	1
36.	Dadar & Nagar Haveli	1	
Total		676	62

**Declaration Form**

**I/We M/s. \_\_\_\_\_ represented by its Proprietor /  
Managing Partner / Managing Director having its Registered Office at**

\_\_\_\_\_ do hereby  
**declare that I/We have carefully read all the conditions of tender..... dated  
..... for supply of ..... floated by the Food Safety Standard Authority of  
India, New Delhi and accepts all terms & conditions of the Tender.**

**Signature of the Bidder  
Name in capital letters with Designation**

**General Information about the Bidder**

1	<b>Name of the Bidder</b>			
	<b>Registered address of the firm</b>			
	<b>State</b>		<b>District</b>	
	<b>Telephone No.</b>		<b>Fax</b>	
	<b>Email</b>		<b>Website</b>	
<b>Contact Person Details</b>				
2	<b>Name</b>		<b>Designation</b>	
	<b>Telephone No.</b>		<b>Mobile No.</b>	
<b>Communication Address</b>				
3	<b>Address</b>			
	<b>State</b>		<b>District</b>	
	<b>Telephone No.</b>		<b>Fax</b>	
	<b>Email</b>		<b>Website</b>	
<b>Type of the Firm ( Please <math>\sqrt</math> relevant box)</b>				
4	<b>Private Ltd.</b>		<b>Public Ltd.</b>	
	<b>Partnership</b>		<b>Society</b>	
	<b>Registration No. &amp; Date of</b>			
<b>Nature of Bussiness ( Please <math>\sqrt</math> relevant box)</b>				
5	<b>Original Equipment Manufacturer</b>			<b>Authorized Dealer /Representative</b>
	<b>Direct Importer</b>			<b>Others, specify.</b>
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b>				
6	<b>in case of Directors, DIN Nos. are required</b>			
	<b>Name</b>		<b>Designation</b>	
	<b>Name</b>		<b>Designation</b>	
<b>Bank Details</b>				
7	<b>Bank Account No.</b>		<b>IFSC Code</b>	
	<b>Bank Name &amp; Address</b>		<b>Branch Name</b>	
	<b>Tel No</b>		<b>Email ID</b>	
8	<b>Whether any criminal case was registered against the company or any of its promoters in the past?</b>			<b>Yes / No</b>
9	<b>Other relevant Information provided *</b> <i>(Here enclose the details such as presentation on the details of the bidder in a CD preferably; please avoid submission of detailed leaflets/brochures etc, if possible.)</i>			
<b>Date:</b>		<b>Office Seal</b>		<b>Signature of the bidder / Authorised signatory</b>

**Annexure: IV****SERVICE CENTRE DETAILS**

TOLL FREE NUMBER, IF ANY			
Sl. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
2		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
3		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	

Date :

Office seal

Signature of the  
bidder/Authorized signatory