

**F. No. 1-2/Food Safety Mitra/FSSAI/201-2020**

Food Safety and Standards Authority of India

**(Regulatory Compliance Division)**

FDA Bhawan, Kotla Road, New Delhi – 110002

---

**Dated, the 04<sup>th</sup> December, 2020**

**NOTICE**

Food Safety and Standards Authority of India (FSSAI) has issued Tender Notice vide **No: F. No. 1-2/Food Safety Mitra/FSSAI/201-2020 dated 04<sup>th</sup> December, 2020** for “**Selecting an Agency for Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI**”. It is now informed that the last date for submission of bids is **12<sup>th</sup> January, 2021 by 1300 Hours**.

The detailed Tender Notice document is available on FSSAI Website at <https://fssai.gov.in/tenders.php> and Central Public Procurement Portal <https://www.eprocure.gov.in/epublish/app>.

Sd/-

**(Dr. Shobhit Jain)**

**Executive Director (CS)**

**Food Safety and Standards Authority of India**



**F. No. 1-2/Food Safety Mitra/FSSAI/201-2020**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**4<sup>th</sup>FLOOR, FDA BHAWAN, KOTLA ROAD,NEW**  
**DELHI-110002**

Dated, the 04<sup>th</sup> December, 2020

**TENDER NOTICE**

**RFP FOR SELECTION OF AGENCY FOR TRAINING AND**  
**ASSESSMENT OF DIGITAL MITRA UNDER FOOD SAFETY MITRA**  
**SCHEME OF FSSAI**

Food Safety and Standards Authority of India invites sealed bids from the experienced and well established bidders for “**Selecting an Agency for Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI**” in compliance of terms and conditions stipulated in the tender document.

2. The tender document is available on the FSSAI website as well as on CPP Portal. The duly filled in Tender Document with relevant supporting documents may be submitted on or before **12<sup>th</sup> January, 2021 by 1300 Hrs.** addressed to Executive Director (RCD), FSSAI, 4<sup>th</sup>Floor, FDA Bhawan, Kotla Road, New Delhi 110002.

3. Tender document containing detailed specifications, terms & conditions can also be obtained from FSSAI HQ, Regulatory Compliance Division, 4<sup>th</sup> Floor, FDA Bhawan, Kotla Road, New Delhi-110 002 or can be downloaded from FSSAI’s **website: [www.fssai.gov.in](http://www.fssai.gov.in), or through CPP Portal [www.eprocure.gov.in/epublish/app](http://www.eprocure.gov.in/epublish/app).**

4. Period of selection will be initially for one year extendable further for a period of two years, on year to year basis, on the same rates, terms and conditions, subject to satisfactory performance and this shall be at the sole discretion of FSSAI.

5. **Address for communication:** Executive Director (CS), Food Safety and Standards Authority of India (FSSAI), 4<sup>th</sup> Floor, FDA Bhawan, Kotla Road, New Delhi.-110002

Sd/-  
**(Dr. Shobhit Jain)**  
**Executive Director (RCD)**  
**Food Safety and Standards Authority of India**



**F. No. 1-2/Food Safety Mitra/FSSAI/201-2020**  
**FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**4<sup>th</sup> FLOOR, FDA BHAWAN, KOTLA ROAD,**  
**NEW DELHI-110002.**

**Dated, the 04<sup>th</sup> December, 2020**

**RFP FOR SELECTION OF AN AGENCY FOR TRAINING AND**  
**ASSESSMENT OF DIGITAL MITRA UNDER FOOD SAFETY**  
**MITRA SCHEME OF FSSAI**

This Request for Proposal (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 works/services required, such as the Technical Specifications, Work Completion Period, Mode of Carrying out the required works/services and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Financial Bid.

2. This RFP is being issued with no financial commitment and the FSSAI reserves the right to change or vary any part thereof at any stage. FSSAI also reserves the right to withdraw the RFP, should it become necessary or considered appropriate at any stage without assigning any reason there-for.

## **PART I – GENERAL INFORMATION**

1. **Last Date and Time for Depositing the Bids. 12<sup>th</sup> January, 2021 by 1300hrs.** The sealed Bids, both Technical and Financial should be deposited/reach by the due date and time.

2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box earmarked for the purpose at FSSAI, FDA Bhavan, 4<sup>th</sup> Floor, Kotla Road, New Delhi-110002 or sent by post/Courier at the address given above so as to reach by the due date and time. **Late tenders will not be considered and shall be summarily rejected.** No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents.

3. **Time and Date for Opening of Bids.** Sealed Bids received by the due date /time will be opened at **1500 Hrs on 12<sup>th</sup> January, 2021** If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI.

4. **Location of the Tender Box:** 4<sup>th</sup>Floor, FSSAI, FDA Bhavan, Kotla Road, New Delhi-110002.

5. **Place for Opening of Bids.** Bids will be opened in the Conference Room, FDA Bhavan, FSSAI HQ, Kotla Road, New Delhi -110 002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. *Important commercial/technical clauses quoted by 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 the bidder's representative due to any reason. Please note that only the Technical Bid would be opened on the time and date mentioned above. The schedule for opening of Financial Bid will be intimated after acceptance of the Technical Bid. Commercial/Price Bid of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical Evaluation is done.

6. **Submission of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad, inter-alia, furnishing details like GST Registration Number, PAN Number, Bank address with NEFT Account details, etc. and complete postal & e-mail address of their office. The following aspects are to be kept in mind by firms/companies while submitting their bids:-

(a) Bids against this RFP are required to be submitted, as stated above, under a two-bid system as per the technical requirements indicated in **Part-II of this RFP**. The technical bids are to be accompanied with requisite Bid Security Declaration and other related supporting documents.

(b) Bids are to be submitted in separate sealed covers/envelopes containing sealed technical and financial bids. Bids are to be duly marked with the title as **“Technical Bid for “Selection of Agency for Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI’ and Financial Bid for “Selection of Agency for Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI’**. The Master Cover in which the Technical and Financial bids are to be enclosed needs to be labeled with the Title of RFP i.e. **“Bid for “Selection of Agency for Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI’** Financial bids of only the technically qualified bidders would be opened/considered and no representation or contention in this regard shall be entertained.

7. **Pre-Bid Conference.** A pre bid meeting will be held on **17<sup>th</sup> December, 2020 at 11 AM** in the office of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi -110 002, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could also be sent through email not later than one day before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid. In case bidders choose to offer or suggest with better features/specifications etc. and concept/material to be used the same shall be discussed by the bidders in the pre-bid meeting and bidders shall also clearly spell out the advantages and superiority of taking such deviations, if they considered it more appropriate and necessary for betterment of the proposed work. The documentary evidence for offering such suggestions with justification shall have to be submitted to FSSAI during the pre-bid meeting. Based on FSSAI confirmation on these points, bidder will submit its offer and will not be allowed to take any further technical deviation at the time of submission of technical offer. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all prospective bidders and/or published on FSSAI's official website. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and/or through the minutes of the pre bid meeting. **It may be noted that non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary.** The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two persons. **The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorized signatory of his/her Organization. Important timelines of pre-bid is as under:-**

Pre-Bid date	:- 17 <sup>th</sup> December, 2020
Prospective bidders can raise any issue and seek clarifications through email by date	:- email ID : <a href="mailto:ed-office@fssai.gov.in">ed-office@fssai.gov.in</a> by 22 <sup>nd</sup> December, 2020
Clarifications issued by FSSAI	:- 24 <sup>th</sup> December, 2020

8. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.

9. **NO NEGOTIATION:** FSSAI will not enter into any negotiation even with the Lowest Bidder.

10. **Validity of Bids.** The Bids should remain valid for a period of **90 days** from the last date of submission of the Bids.

11. **Bid Security Declaration.** Bidders are required to sign a Bid securing declaration form accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

12. The bid shall also be regulated by the “Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012” as amended from time to time to the extent of its applicability to this bid process.

13. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.

14. **EFFECTIVENESS OF CONTRACT.** This Contract shall come into effect from the date of signing of the Contract.

15. **COMMENCEMENT OF SERVICES.** The successful bidder shall commence the Services thirty (30) days after the date the contract becomes effective, or such other date as may be specified by FSSAI. The selected bidder is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by FSSAI as per requirement at its Headquarters and Regional levels.

16. **PERFORMANCE STANDARDS:** The selected Agency shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency. The agency shall promptly replace any trainer assigned under this Contract that FSSAI considers unsatisfactory.

17. **DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:** The selected Agency shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FSSAI due to their employees negligence and/or un-professional workmanship like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of FSSAI regarding such failure of the Agency and their liability for the losses, etc. suffered by FSSAI, and quantum of such losses, shall be final and binding on the selected Agency and FSSAI is entitled to recover all such losses from them.

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

### **1. OBJECTIVES OF 'DIGITAL MITRA' UNDER FOOD SAFETY MITRA SCHEME:**

1.1 FSSAI has launched an initiative of Food Safety Mitra who will help FBOs with licensing and registration, training and hygiene rating. Food Safety Mitra will be an individual professionally trained and certified person by FSSAI who assists in compliances related to FSS Act, Rules & Regulations.

1.2 Advantages of Food Safety Mitra Scheme: The salient advantages for introducing the Food Safety Mitra Scheme are as under:

- a. Entrepreneurial capacity building, employment generation & holistic economic growth,
- b. Improved Ease of Doing Business,
- c. Lowering the cost of compliance & next door services,
- d. Strengthened Compliance at fair prices,
- e. A layered ecosystem responsive to the needs of FBOs,
- f. Partners and force multipliers for FSSAI initiatives.

1.3 Through this multi layered ecosystem, responsive to the needs of FBOs, FSSAI aims to create a last mile self-driven & self-employed compliance structure through the Food Safety Mitra Scheme which complements the work of FSSAI and the State Food Authorities.

1.4 The detailed Scheme Brochure for the Food Safety Mitra Scheme specifying roles & responsibilities of Food Safety Mitras, Operational Guidelines, Eligibility Criteria, Code of Conduct etc. are available at <https://fssai.gov.in/mitra/>

### **2. SCOPE OF ASSIGNMENT:**

2.1 In the above back ground, FSSAI intends to train and assess approx 10,000 (Ten Thousand Only) candidates enrolled for Digital Mitra under Food Safety Mitra scheme of FSSAI all over India for which the selected Agency is to provide professional services as per the terms and conditions of the Contract.

2.2 A brief description of the Scope of Assignment in phases is given below. The selected Agency shall perform all such other additional ancillary, incidental and auxiliary duties, services and operations as may be instructed by the FSSAI or an officer acting on its behalf in accordance with terms and conditions of this contract, at no extra cost.

2.3 Creation and maintenance of a dedicated and secured website/portal (the selected Agency should obtain a "Safe to Host Certificate" i.e. security audited by an institution like STQC or CERT-IN/CERT-IN empanelled agency) in English & Hindi for enrolment of candidates for Digital Mitra for the entire contract period, extendable up to six months thereafter at the cost of the Agency. The application should also be security audited. The site where the application and the database are hosted should have all the necessary securities features.

2.4 Registration of candidates in the website through online mode only along with provision for uploading photograph & signature at the time of registration and the documents regarding the age and eligibility of the candidates, as per requirements of FSSAI.

2.5 The Agency shall ensure registration of online application of each applicant on SMS based validation by their mobile number. Only such validated applicants may be registered by the Agency. Applicants which are not validated by SMS shall not be registered.

2.6 The Agency shall ensure that only one application is registered against one mobile number. Registration of multiple applications against one mobile number shall not be allowed.

2.7 Handling the applications and copies of relevant certificates attached by the candidates along with collection of processing/application fees and security deposit as per prescribed mode of payment by FSSAI and transfer of the same to FSSAI accounts as per the instruction of the Authority, alongwith reconciliation of the same as and when required(which may include integration of payment gateway approved by FSSAI).

2.8 Scrutiny of application forms in accordance with the criteria/ guidelines prescribed by FSSAI.

2.9 Generation of various reports as per FSSAI requirement viz. details of candidates, fee received, roll numbers, registration numbers etc.

2.10 The details of the FSSAI bank account for deposition of the Application Fees and Security Deposit by the Applicants shall be provided by FSSAI. Money can be deposited by the Applicants from anywhere in India in this account and the reference number generated shall be indicated in the Application Form. Payments can be made by the candidate through Unified Payment Interface (UPI) and/or through Debit/ Credit Card/net banking. Facility of payment gateways shall be arranged by the Agency at its cost. The Recruitment Agency shall reconcile the payment received from all the candidates.

2.11 Generation of admit cards/call letters through online mode only so as to enable the candidates to download the same from the website. The admit card/ call letters generated shall also have photo and signature of the Candidate. Provision for auto generation of acknowledgement when an applicant downloads admit card/call letter, for online exam and maintenance of such record by the Agency.

2.12 The agency shall host online tutorial videos and other training resource material for the Digital Mitras provided by FSSAI. Prepare the module for online tutorial with feature of online automatic assessment after each module.

2.13 The agency shall conduct the online assessment of Digital Mitra through proctored mode. Further, the agency shall conduct online assessment through zone wise i.e. North, South, East & West for which candidates have to be mapped as per their location with the jurisdiction of Regional Office, FSSAI. The module for online assessment shall be based MCQ or may include short answer/practical to be developed in consultation with FSSAI.

2.14 Question bank for assessment will be supplied by FSSAI. The agency shall ensure ensuring complete accuracy and confidentiality. A model Question Bank shall be shared by FSSAI with the Agency, however, the Agency shall also be at liberty to increase the same, in consultation with FSSAI, keeping in view the role and responsibilities of Digital Mitras and objectives of the Scheme or any other guidelines issued by FSSAI from time to time.



2.15 Conducting online examination in English on the date, time all over India or in particular Regions, simultaneously /different slots etc. shall be decided by FSSAI and the Agency mutually.

2.16 Mode of Test: The mode of test to be conducted under the assignment, wherever applicable, shall be Online.

2.17 Evaluation of answers and generation of results of the candidates as per the requirements of FSSAI and submission of the same within stipulated time schedule to concerned Competent Authority of FSSAI. The agency shall take approval of FSSAI before declaring result.

2.18 Extending support and providing requisite information to the designated officials of FSSAI in matters related to any legal dispute/ Court Cases, information sought under RTI Act, 2005. Any issue related to procedure/process and conduct of test would be dealt by the agency directly.

2.19 Providing consultancy on the issues related to the identification and adaptation of IT related technologies/activities w.r.t the above assignment.

2.20 The Agency shall conduct re-examination/training, wherever warranted, however if the same are occasioned for reasons attributable to the Agency or its agents, employees etc., no separate fee is payable to the Agency for the same.

2.21 All material, data, information, questions, answers given by candidates to online tests, reports etc. pertaining to the assignment shall be the property of FSSAI and the ownership vests with FSSAI and the same shall be handed over to FSSAI after the completion of the each assessment cycle.

2.22 Setting up of a help desk facility for candidates through dedicated email system.

2.23 The above clauses need to be aligned with Clause 1.4 above (scope of assignment) and the same can be modified in case the scheme is changed. The bidder is required to go through the FSSAI website before apply.

2.24 The agency will provide admin rights & module of the portal for viewing/modifications/suspension of candidature of candidates or any other purposes decided by the FSSAI.

### **3 Technical Bid**

Technical Bid consists of all technical details along with commercial terms and conditions. This bid also covers minimum eligibility criteria and required documents as mentioned below. Documents should be on the letter head of the Bidder.

***Note:- It is made clear that no part of financial bid should be reflected or disclosed in technical bid in any manner. If so found, the tender will be summarily rejected by FSSAI.***

#### **4. Eligibility Criteria for Technical Bid:**

4.1 The Bidder must have an established permanent setup (submit company profile / details indicating location/office address with proof).

4.2 **Firm's Registration:** Bidder must be registered for Income tax/possession of PAN, GST, valid registration. (Attach supportive document viz copy of Regn).

4.3 The person signing the tender document on behalf of the agency, shall attach with the tender a proper power of Attorney, duly executed, stating that he has the authority to bind in all the matters pertaining to the contract, including the arbitration clause.

4.4 The bidding firm/agency/company should be an Indian Firm/Agency/Company of Indian origin having been incorporated/in existence for the minimum period of three years as on date of tender document. (attach supportive documentary proof indicating existence date).

4.5 The bidding agency should have an annual turnover of Rs. 1 Cr or more during each of the preceding three financial years viz 2017-2018, 2018-2019, 2019-2020.

4.6 The bidding firm/agency/company must have successfully done/completed in any of the government departments/organizations in India for 03 (three) similar works/services during the past two years ("Similar work means "designing and implementation of end to end online platform for recruitment, hiring work force development for organizations like Central Govt./State Govt./Autonomous Bodies including State/Central Universities). Attach copies of work order along with work completion report in support.

4.7 The agency and its associated subsidiaries should not have been blacklisted by any agency or involved in any pending government investigation directly for corruption or unfair trade practices etc. **(Separate undertaking to be submitted by the bidder).**

## 5. **Financial Bid**

5.1 Financial bid should **quote Unit rate of Training and Assessment Charges (Per Candidate) (in INR, all inclusive)** in the format, Price Bid Format at Annexure-5 enclosed, figures in Indian rupees (in words also). In-complete bids will be rejected summarily.

5.2 **Rates quoted shall be all inclusive (means includes taxes, levies, statutory duties or any other incidental charges). Price quoted shall be firm and any variation in rates, prices or terms during the validity of the offer may lead to cancellation of bid/offer.**

## 6. **Documents**

Bid documents may be submitted in the agency's letter head/Covering letter containing the following documents: -

Annexure- 1	:	Tender Form
Annexure- 2	:	Bidder's profile
Annexure- 3	:	Financial Status
Annexure- 4	:	Letter of authority
Annexure- 5	:	Financial Bid
Annexure- 6	:	Performance Security (Bank Guarantee)
Annexure- 7	:	Check List for Bidders
Annexure -8	:	Bid Security Declaration Form

### **Part – III : Standard Conditions of RFP**

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/Work Order concluded with the successful Bidder (i.e. Agency in the contract), as selected by the FSSAI. Failure to do so may result in rejection of the Bid submitted by the Bidder.

#### **1. General Conditions**

1.1 **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.

1.2 **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) i.e. from the date of award of work and shall remain valid until the completion of the obligations of the parties under the contract. The Agency shall provide the services mentioned in Clause -2 of Part-II of this tender notice from the effective date of the contract.

1.3 **Penalty for use of Undue influence:** The Agency shall undertake that it 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 FSSAI 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 disfavor 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 Agency or any one employed by him or acting on his behalf (whether with or without the knowledge of the Agency) or the commission of any offence by the Agency 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 FSSAI i.e. FSSAI to cancel the contract and all or any other contracts with the Agency and recover from the Agency the amount of any loss arising from such cancellation. A decision of the FSSAI or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agency towards any officer/employee of the FSSAI or to any other person in a position to influence any officer/employee of the FSSAI for showing any favour in relation to this or any other contract, shall render the Agency to such liability/penalty as the FSSAI 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 FSSAI.

1.4 **Access to Books of Accounts:** In case it is found to the satisfaction of the FSSAI that the Agency 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 Agency, on a specific request of the FSSAI, shall provide necessary information/ inspection of the relevant financial documents/information.

**1.5 Non-disclosure of Contract documents:** Except with the written consent of the FSSAI/ Agency, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party except where required by the law of the land.

**1.6 DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:**

(a) The Successful Agency shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FSSAI due to the him/their or his/their employees negligence and/or un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of the FSSAI regarding such failure of the Successful Agency and their liability for the losses, etc. suffered by FSSAI, and quantum of such losses, shall be final and binding on the Successful Agency and FSSAI is entitled to recover all such losses from them.

(b) Without prejudice to generality of the foregoing and subject to force majeure , the parties to this contract treat time as the essence of this contract and it is an additional condition of the Contract that in the event of failure of the Successful Agency to complete any assignment within the stipulated time or if the work remains un-commenced/or incomplete at any stage with reference to time prescribed and reason for delay cannot be satisfactorily substantiated, without prejudice to the other remedies available to the FSSAI under this contract and in Law, the Successful Agency shall be liable to pay FSSAI Liquidated Damages @ ten percent (10%) of the value of the contract which the parties to the contract having agreed to as reasonable pre-estimate of the losses to FSSAI arising on account of such failure, subject to upper ceiling.

(c) If in the opinion of FSSAI the delay in completion of assignment is delayed unduly, it shall be lawful for FSSAI to terminate the contract at the risk and cost of such agency and to forfeit the performance guarantee for recovery of all loses/damages/cost and expenses which may be incurred by FSSAI consequent to such termination.

**1.7 Termination of Contract:**

The FSSAI shall have the right to terminate this Contract in part or in full in any of the following cases:-

(a) The delivery of the requisite services or required works and services is/are delayed for causes not attributable to Force Majeure for more than one week after the scheduled delivery/work/services.

(b) The Agency is declared bankrupt or becomes insolvent.

(c) The completion of work is delayed due to causes of Force Majeure by more than 10 days.

(d) The FSSAI has noticed that the selected agency has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) There is undue & willful delay in supply of required services resulting delay in completion of the work by the expected schedule as agreed upon, as observed by FSSAI. Further the services supplied are not as per given terms and conditions of the RFP.

(f) Non-compliance of applicable statutory obligations, as per law of land by Agency/selected firm.

(g) Decision of the Court of Law/Arbitration, as the case may be, will be final.

2. **Notices:**

Any notice required or permitted by the contract shall be written in the Hindi or English languages and may be delivered personally or may be sent by FAX or registered mail/e-mail, addressed to the last known address of the party to whom it is sent.

3. **Transfer and Sub-letting:**

The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

4. **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 Agency shall indemnify the FSSAI 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. The Agency shall be responsible for the completion of the services including technical literature and training aggregates irrespective of the fact of infringement of the services, irrespective of the fact of infringement of any or all the rights mentioned above.

5. **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 on behalf of both the parties and which expressly states to amend the present Contract.

6. **Taxes and Duties**

All bidders are to adhere to the existing GST provisions and any other tax related law of land and after award of contract any deviation or addition on this count shall not be entertained and the bidder shall be responsible for his acts and deeds.

## **Part IV – Special Conditions of RFP**

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. Agency in the Contract) as selected by the FSSAI. Failure to do so may result in rejection of Bid submitted by the Bidder.

### **1. Performance Guarantee:**

The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee from a commercial bank or online payment, for a sum equal to **3%** of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the tentative date of completion of entire work. PBG may also be furnished in the form of a Bank Draft/Bankers' Cheque or Fixed Deposit Receipt if the successful bidder wishes to. The specimen of PBG is given in Annexure-6 attached to this RFP. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected Agency will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Agency settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, as specified by FSSAI, carrying out the desired work/services, settlement of claims and other provisions of the contract are not fulfilled by the Agency, the same would be adjusted from the available PBG. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal re-course as per law of land against the Indemnity submitted.

**2. Option Clause:** - The contract will have an Option Clause, wherein the FSSAI reserves the right to 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the selected agency. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the FSSAI to exercise this option or not.

**3. Repeat Order Clause** – Not Applicable

**4. Tolerance Clause** – Not Applicable

Failure of the successful bidder to comply with any of the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

**5. Payment Terms** :The payment to the selected Agency will be made as per following schedule:-

**Payment will be released on the basis of Compliance Report of Training and Assessment of Digital Mitra, duly certified by the concerned Regional Offices of FSSAI.**

6.1 No Advance payment will be made by the FSSAI.

## **7. CORRUPT PRACTICES:**

7.1 Any bribe, commission, or advantage offered or promised by or on behalf of the Bidder to any officer or official of FSSAI shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part of, or on behalf of the bidder in any manner will also make his bid liable to rejection.

7.2 In case of any clear indication of cartelization, the FSSAI shall reject the Bid(s).

7.3 If the information given by the bidder/Successful Agency in the Bid Document is found to be false/ incorrect at any stage, FSSAI shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the FSSAI may have under the Contract and Law.

## **8. Paying Authority:**

Paying Authority will be Accounts Division, FSSAI, 3<sup>rd</sup> Floor, FDA Bhavan, New Delhi-110 002 by Sr AO (F&A). The payment of bills will be made on submission of the following documents by the selected Agency along with the bill:

- (i) Ink-signed copy of bill/Invoice
- (ii) Copy of Supply Order/Contract
- (iii) Job Completion Certificate
- (iv) Copy of Performance Bank Guarantee in acceptable form
- (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code.
- (vi) Compliance Report of Training and Assessment of Digital Mitra, duly certified by the concerned Regional Offices of FSSAI.

## **9. FORCE MAJEURE**

In the event of either party being rendered unable/helpless by Force Majeure to perform any obligation required by them under the contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts with the approval of the other party. It is clarified that in case, the Force Majeure event occurs due to negligence of agency, then the provisions of this clause shall not apply.

Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable/helpless as aforesaid thereby, shall notify to the other party in writing within 07 (Seven) days of the alleged beginning and ending thereof giving full particulars and satisfactory proof. If deliveries are suspended under Force Majeure conditions lasting for more than 2 (two) months, FSSAI shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part.

## 10. **APPLICABLE LAW AND JURISDICTION**

All matters connected with this work shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Indian Courts at Delhi and/or Mumbai.

**11.1 If the performance of the selected Agency is not found satisfactory during the validity of the contract, FSSAI reserves the right to cancel the contract unilaterally at any stage and no claim of damage etc from the selected Agency will be entertained.**

11.2 The Selected Agency would indemnify FSSAI against any loss of property or life/injury or any kind of accident, fire etc during the execution of the contract.

## 12. **Statutory Conditions of the Contract (Applicable in case of Successful Bidder)**

12.1 The agency shall be responsible for all commissions and omissions on part of work force engaged for the purpose conduct of the event. The FSSAI shall not be responsible in any manner whatsoever, in matter of injury/death/health etc. of the Agency's employees performing duties under this contract.

12.2 The Agency shall be obliged and solely responsible to comply with all statutory payment requirements in respect of manpower engaged by the firm and FSSAI shall not be a party to any dispute arising out of such deployment by the Agency.

12.3 The work force deployed by the Agency under this contract shall be the employee of the Agency and in no circumstance shall have any claim of employment with the FSSAI.

12.4 The Paying Authority shall deduct TDS and GST as per prevailing Government instructions/orders from the total payment made to Agency in pursuance of this contract.

## 13. **OBLIGATIONS OF THE SUCCESSFUL AGENCY**

### **General**

The successful Agency shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Successful Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the FSSAI, and shall at all times support and safeguard the FSSAI's legitimate interests in any dealings with the third parties.



**14. CERTIFICATE OF COMPLETION**

The work under the contract shall be deemed to have been completed in all respects only when so certified by FSSAI. The decision of FSSAI in this regard shall be final and binding on the Successful Agency.

**15. INCIDENTAL SERVICES**

The successful Agency shall be responsible for performing all the services detailed in and arising out of and incidental/auxiliary to this contract whenever required by the FSSAI or an Officer acting on his behalf without any additional remuneration/Fee.

**16. AGENCY NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.**

The charges to be paid by FSSAI for Training and Assessment of Digital Mitra shall constitute sole remuneration for the Agency in connection with this Contract or the Services, and the successful Agency or their Personnel or agents shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract.

**17. PROHIBITION OF CONFLICTING ACTIVITIES**

Neither the Successful Agency nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment.

**18. RELATIONSHIP WITH THIRD PARTIES**

All transactions between the successful Agency and third parties shall be carried out as between two principals without reference in any event to the FSSAI. The Successful Agency shall also undertake to make the third parties fully aware of the position aforesaid. FSSAI shall not be liable for any payment to third parties hired by the selected agency. The selected agency shall pay FSSAI the legal cost if FSSAI is made a party to any dispute between the selected agency and the third party.

**19. DAMAGES**

The successful Agency shall be liable to pay damages to FSSAI for any losses, costs and expenses incurred by the FSSAI due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

**20. INDEMNITY**

The successful Agency shall indemnify defend and hold harmless the FSSAI during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract by the Successful Agency.

**21. ADDITIONAL INFORMATION:**

In case if any additional clarification of the assigned consultancy is required, the Successful Agency should be in a position to give such clarification /refinements at no additional cost.

22. **PERFORMANCE STANDARDS:**

The Successful Agency shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency. He/They shall promptly replace any employees assigned under this Contract that the FSSAI consider unsatisfactory.

23. **ARBITRATION AND CONCILIATION**

If an amicable settlement is not forthcoming, recourse may be taken to the settlement of disputes through arbitration as per the Arbitration and Conciliation Act 1996. The venue of arbitration shall be New Delhi.

## **Part V – Evaluation Criteria & Price Bid issues**

### **1. EVALUATION CRITERIA:**

#### **Determination of responsiveness**

Prior to the financial evaluation of bids, FSSAI will determine whether each bid is substantially responsive to the requirement of bidding documents.

For the purpose of the above clause, the bid should conform to all the terms, conditions, and specifications of the bidding documents without material deviation. A material deviation is one which affects/limits in any substantial way the scope, quality, or performance and/or is inconsistent with the bidding documents.

Eligibility of tenderer will be based on proof of past experience, financial capability, resource availability, which should form the technical offer by fulfilling the requisite qualifying requirement as mentioned above. The technical offer of the firm would be evaluated by the Technical Evaluation Committee (TEC). The financial/commercial offers will be opened only in respect of the bidders who qualify the technical bid requirements as per the tender details.

No error, overwriting, / correction shall be permissible unless attested under the signature of the bidder with date and seal.

### **2. TECHNICAL & FINANCIAL EVALUATION.**

#### **2.1 BID EVALUATION:**

2.1.1 Bid evaluation will be carried out through “Bid Evaluation Committee”.

2.1.2 A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid evaluation. During the Scrutiny of the Technical bid by the designated Bid Evaluation Committee appointed by the competent authority, necessary clarification, if any, required by the FSSAI shall be furnished by the bidder within time given by the FSSAI for the same. FSSAI is at liberty to verify any or all the documents submitted by the bidders even by referring to third parties. After the technical evaluation is completed, opening of the Financial bids will be done. Date and time of opening of the Price Bids will be intimated to the technically qualified bidders.

#### **2.1.3 Selection Procedure & criteria:**

The technical bid evaluation shall be done based on the following criteria:-

- The responsiveness of the bid, i.e. Annexure duly filled, signed and accepted bid documents in complete form, including Authorization letter.
- Receipt of Bid Security Declaration form, in acceptable format.
- Documents in proof of meeting the minimum eligibility criteria.
- Any other documents as required to support the responsiveness of the bidder as per tender.

A substantially responsive bid shall be the one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial bids will be returned unopened.

The bidder who qualifies at the technical evaluation stage shall only be called at the time of opening of financial bids. FSSAI shall intimate the bidders, the time/venue for the financial Bid opening through written and/or telephonic communication/or email.

### **3. Award of Contract:**

3.1 FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.

3.2 By the process of evaluation of technical bids and financial bids, the Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Financial Bid Performa Annexed to this RFP. The successful bidder will be selected based on the lowest price (all inclusive). The lowest quote to the agencies would be the deciding factor for ranking of bids. All columns/guidelines of the Financial Bids shall be filled in by the bidder and no column should be left blank.

3.3 If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

**3.4 The prospective bidders should note that before acceptance of L-1 bid, FSSAI may establish the reasonableness of the rates on the basis of estimated rates and the prevailing market rates consistent with the quality required. In case the rates quoted by the L-1 bidder are found to be Abnormally High Rated (AHR) or Abnormally Low Rated (ALR), the bid shall be rejected and the decision of FSSAI shall be final in this regard.**

**Tender Form**

**To**

The Executive Director (RCD)  
Food Safety and Standard Authority of India  
Ministry of Health & Family Welfare,  
FDA Bhawan, Kotla Road,  
NewDelhi-110002

Ref. Your Tender No. \_\_\_\_\_  
dated\_\_\_\_\_

- We, the undersigned have examined the above Tender Document, No.\_\_\_\_,dated\_\_\_\_\_ (if any), *description of the goods and services*) in conformity with your above referred document.
- If our Tender is accepted, we undertake to perform the services as mentioned above.
- We agree to keep our tender valid for acceptance as required in the Tender document or for subsequently extended period, if any agreed to by us. We also accordingly confirm to abide by this Tender up to the aforesaid period and this Tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
- We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred Tender enquiry.
- We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Government
- Brief of court/legal cases pending, if any, are following:
- We confirm that we fully agree to the terms and conditions specified in above mentioned Tender documents, including amendment/corrigendum if any.

(Signature with date)

(Name and designation) Duly  
authorized to sign Tender for and on  
behalf of bidder with company seal.

**BIDDER'S PROFILE:**

1.	Name of firm:		
2.	Bidder's name		
3.	Registered office address		
4.	Correspondence address		
5.	Telephone: Office – Residence Mobile No.		
6.	E-mail address & website		
7.	Tele-fax Number		
8.	VAT RegnNo.		
9.	Service Tax Regn No.		
10.	PAN		
11	Bank Details	Bank Name & Address	
		Bank A/c No.	
		IFSC Code	
11.	<b>STRUCTURE AND ORGANIZATION</b> The applicant is (a) An individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation. (Pl attach attested copies of documents of registration / incorporation of your firm)		

I / We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Bidder / Authorized signatory.....  
 Name of the Bidder.....

(Seal of the Bidder)

**FINANCIAL STATUS**

**Name of the Bidder** \_\_\_\_\_

<b>Description</b>	<b>Financial Years</b>		
	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>
Annual Turnover			

1. Attach the copies of the audited balance sheets, including all related notes and income statement for the last three Financial Years as indicated above complying with the following conditions:
2. All such documents reflect the financial situation of the bidder and not sister or parent companies.

**SIGNATURE OF THE BIDDER WITH SEAL AND DATE**

**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING MEETING.

No.

Date:

The Executive Director (RCD),  
FDA Bhawan, 4<sup>th</sup> Floor, Kotla  
Raod,  
New Delhi-110002

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to attend Technical bid opening & Price bid opening and for any other correspondence and communication against above Bid Document:

- 1) Name & Designation \_\_\_\_\_ Signature
- 2) Name & Designation \_\_\_\_\_ Signature

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature  
Name & Designation

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend Techno –commercial un-priced and Price bid opening.



**FINANCIAL BID FORMAT**

**SELECTION OF AGENCY FOR TRAINING AND ASSESSMENT OF DIGITAL MITRA UNDER  
FOOD SAFETY MITRA SCHEME OF FSSAI**

**Scope of Work as mentioned in Scope/Description of work in Part- II of  
Tender Document**

<b>Description of Work</b>	<b>Training and Assessment Charges (Per Candidate) (in INR, all inclusive)</b>
Training and Assessment of Digital Mitra under Food Safety Mitra Scheme of FSSAI	
IN Words (Rs. (All Inclusive))	

**SIGNATURE OF BIDDER WITH SEAL AND DATE**

**Performance Security**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (here in after called the "Bank") of the one part and \_\_\_\_\_ (Name of the Department) (hereinafter called the "Department") of the other part.
2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for Training and Assessment of Digital Mitra under Food Mitra Safety Scheme of FSSAI of contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (Hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the Agency (hereinafter called the "Agency")).
3. AND WHEREAS THE Agency is bound by the said Contract to submit to the FSSAI a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).
4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the FSSAI the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.
5. After the Agency has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the FSSAI to indemnify the FSSAI for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the FSSAI immediately on demand without delay without reference to the Agency and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects or shortcomings or debts of the Agency. The bank shall pay to the FSSAI any money so demanded notwithstanding any dispute /disputes raised by the Agency in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the FSSAI agree to grant a time of extension to the Agency or if the Agency fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the FSSAI and at the cost of the Agency.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the Agency.
9. The Neglect of forbearance of the FSSAI in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the FSSAI for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Agency" herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of; the bank has signed and sealed this guarantee on the \_\_\_\_\_ Day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) being herewith duly authorized.

For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness- 1

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness- 2

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**CHECKLIST - FOR BIDDERS**

<b>S No.</b>	<b>Details</b>	<b>Yes / No</b>	<b>Remarks</b>
1.	Bid Security Declaration form (Annexure-8)		
2.	Tender Form : Annexure - 1		
3.	Tender document duly signed and stamped on each page.		
4.	Bidder Profile - : Annexure - 2		
5.	Financial Status : Annexure - 3		
6.	Letter of Authority : Annexure - 4		
7.	Financial Bid: Annexure - 5		
8.	Power of attorney in favour of Signatory		
9.	Enclosed Xerox copy of PAN Card		
10.	Enclosed Xerox copy GST Registration Certificate		
11.	Attached the copies of the audited balance sheets, including all related notes and income statement for the last three Financial years in support of Annual Financial Turnover and strength i.e. 2017-18,2018-19 and 2019 - 20.		
12.	Enclosed copy of work orders of contracts obtained as mentioned in RFP in support of experience and similar work done		
13.	Enclosed copies of Execution certificates issued by user Govt. Organizations.		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily. The above check list is broadly indicative of submission of documents. **Also please go through Part-II para 3 of tender document for eligibility conditions/criteria so as to avoid any scope of non fulfilling of qualifying condition.**

**SIGNATURE OF BIDDER WITH SEAL AND DATE**

**Bids Securing Declaration Form**

I/We \_\_\_\_\_ hereby accept that if I/we withdraw or modify my/our Bid during the period of validity, or I/we are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, the agency will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with FSSAI.

**SIGNATURE OF BIDDER WITH SEAL AND DATE**