



FOOD SAFETY AND STANDARDS  
AUTHORITY OF INDIA

*Inspiring Trust, Assuring Safe & Nutritious Food*

*Request for Proposal for Nationwide Milk Quality  
Surveillance and to Establish a Robust System for Milk  
Quality Monitoring*

**FOOD SAFETY AND STANDARDS AUTHORITY of INDIA,  
DELHI**

[www.fssai.gov.in](http://www.fssai.gov.in)

**Disclaimer**

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

## TENDER REFERENCE

Tender Date	3/10/2017
Tender Reference Number	File No. 15023/02/2017-QA
RFP No.	03/2017-18
Issuing FSSAI	Food Safety and Standards Authority of India
Contact Person Details	Advisor (QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
Address of website where tender and all associated information would be published	<a href="http://www.fssai.gov.in">www.fssai.gov.in</a> <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Brief Description of Tender	To conduct Nationwide Survey to assess quality of Milk

## DESIGNATED POINT OF CONTACT

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

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Food Safety and Standards Authority of India  
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# DOCUMENT STRUCTURE

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

Part I: Bid Overview

Part II: Instructions to Bidders

Part III: General Clauses

Part IV: Formats for Submission of Proposal

## BID PROCESS SCHEDULE

<b>S. N.</b>	<b>Event</b>	<b>Date &amp; Time(Tentative)</b>	<b>Venue</b>
1.	Pre-Bid Meeting	24-10-2017 11:00 AM	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
2.	Issue of pre-bid meeting clarifications and corrigendum regarding tender documents	27-10-2017	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
3.	Deadline for submission of bid documents	06-11-2017 3:00 PM	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
4.	Opening of Technical Bids	06-11-2017 3:30 PM	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
5.	Technical presentations by bidders	To be intimated later	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
6.	Opening of Financial Bids of technically qualified bidders	To be intimated later	Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi

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# **PART I: BID OVERVIEW**

## **1.1 ABOUT FSSAI**

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

FSSAI has been mandated by the FSS Act, 2006 for performing the following functions:

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

## **1.2 PURPOSE**

This RFP establishes the fundamental requirements to “Conduct Nationwide Survey to assess quality of Milk” for Food Safety and Standards Authority of India(FSSAI), New Delhi. FSSAI envisages to take up this as an ongoing activity as Nationwide Milk Survey would encompass periodic monitoring of the milk quality across States/UTs on a regular basis while taking into consideration the possible impact of seasonal/demand supply situation on the quality of milk and hot spot areas.

Earlier, FSSAI has conducted a National Milk Quality Survey during 2016-17 covering 110 cities in 32 States/UTs in which samples (~1700) were analysed qualitatively on 14 adulterants, Fat & SNF.

In the RFP, it is proposed to analyse at least 8000 samples qualitatively for 13 adulterants, along with pesticides and antibiotic residues covering each and every district of the country. Quantitative analysis of 15% of the total samples are also required to undertaken. However, sampling would be based on the result of the previous survey, the finding of which would be shared with the successful bidders.

In case the results of analysis of milk samples come out to be Non Standard but unsafe in a particular area in the previous as well as proposed survey, then more extensive analysis would be carried out in that particular areas to find out root cause of unsafe milk.

Thus, the proposed Milk Survey is an extension of the previous milk survey in terms of number of samples, types of tests to be conducted and geographical area to be covered. The proposed survey also includes designing and operation of a framework for continuous monitoring of milk quality in the hotspot areas. This would lead to extensive and intensive analysis of milk.

### **1.3 AMENDMENT OF BID DOCUMENTS**

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

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

### **1.4 SCOPE OF WORK**

The Milk Survey would be done in three stages:

- (a) Nationwide Qualitative Screening of Milk Samples for 13 common adulterants along with pesticide and antibiotics with a minimum of 8000 samples as per sample plan (Appendix 'A').
- (b) Identification of hotspots for a particular adulterants including pesticides or antibiotics; and root cause analysis for the same. The minimum sample size for quantitative analysis would be 15% of the total samples taken for qualitative screening.
- (c) Designing and operation of a framework for continuous monitoring of milk quality in the hotspots as identified in sub-para (b) above.

### **1.5 DETAILS OF ACTIVITY TO BE PERFORMED BY THE SUCCESSFUL BIDDER:**

- **SAMPLE COLLECTION**
- **ANALYSIS OF SAMPLE ON DIFFERENT PARAMETERS MENTIONED AT 1.5.2**
- **ANALYSIS OF DATA WITH ONLINE TRACKING**
- **SUBMISSION OF REPORT**

#### **1.5.1 SAMPLE COLLECTION**

- A minimum of **8000 samples** will be collected from **36 States/UT's** covering all **717 districts** with a minimum number Of 10 samples from each district.

- Samples to be collected from both **organized** and **unorganized** sector i.e. Milk vendor, Local dairy shops, Local dairy farm, Large milk Mandis etc
- The **sampling plan** to be followed is mentioned at Appendix 'A'.

#### 1.5.2 ANALYSIS OF THE SAMPLE ON PARAMETERS MENTIONED ABOVE:

- Milk samples to be tested for **13 common adulterants** i.e. Vegetable Oil/Fat, Detergents/Caustic Soda, Hydrogen peroxide, Sugar, Glucose, Urea, Starch, Maltodextrin, Boric acid, Ammonium Sulphate, Nitrates, Cellulose and Neutralizer, Pesticides and antibiotics.
- **Qualitative** and **quantitative** analysis of all the parameters mentioned above.
- **Common SOP** for sampling and testing will be followed across all the districts.

#### 1.5.3 ANALYSIS OF DATA WITH ONLINE TRACKING

- Data will be uploaded on the **Milk Quality Monitoring Portal** on weekly basis.
- A GPS & video monitoring system will be followed during sampling for **online tracking**.

#### 1.5.4 SUBMISSION OF REPORT

- Report will be prepared and finding to be submitted within the given time-line.

#### 1.6 TIMELINE OF MILK SURVEY, SCHEDULE AND PAYMENT TERMS

S.No	Stages	Tentative month of survey	Payment Schedule (on completion of stage concerned)
1	Qualitative Screening of Milk Samples	06 Months	50% of the total cost
2	Quantitative Screening of Milk Samples	03 Months	Remaining 25%
	Analysis of Data, Preparation of Report and Submission of Survey findings	03 Months	Remaining 25%

Note: Request for payment of advance may be considered, on merit, subject to extant rules.



## **PART II: INSTRUCTION TO BIDDERS**

### **2.1 BID PROCESSING**

#### **2.1.1 SUBMISSION OF OFFERS**

The Vender shall submit their proposal in two parts:

- a. Technical Proposal
- b. Financial Proposal

- a. The tender is a "Two Bid" document. The technical proposal should contain all the relevant information and desired enclosures in the prescribed format along with Earnest Money Deposit (EMD). The financial proposal should contain only price Bid as per Form - VIII. In case, any bidder encloses the financial bid within technical bid, the same shall be rejected summarily.
- b. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns in such cases. If any particular query is not applicable, it should be stated as "Not Applicable". However, the bidders are cautioned that not giving complete information called for in the tender forms or not giving it in clear terms or making any change in the prescribed forms or deliberately suppressing the information may result in the bidder being summarily disqualified.
- c. The Tenders should be computer generated but there should not be any overwriting or cutting or interpolation. Correction, if any, shall be made by neatly crossing out, initialling, dating and rewriting. The name and signature of bidder's authorized person should be recorded on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.
- d. Bidders must keep their offer open for a minimum period of 180 days from the date of opening of the tender, within which the bidders cannot withdraw their offer. However, subject to the period being extended further, if required, by mutual agreement from time to time.
- e. Reference, information and certificates from the respective clients certifying technical, delivery and execution capability of the bidder should be signed and the contact numbers of all such clients should be mentioned. The FSSAI may also independently seek information regarding the performance from the clients.
- f. The bidder is advised to attach any additional information, which he thinks is necessary in regard of his capabilities to establish that the bidder is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after tender document is submitted, unless the FSSAI calls for it.
- g. Incorrect or misleading information: If the bidder deliberately gives incorrect or misleading information in their tender or wrongfully creates circumstances for the acceptance of the tender, FSSAI reserves the right to reject such a tender at any stage.

- h. All explanatory remarks and clarifications, which the Bidder may desire to make, must be, incorporated in the offer form, failing which the remarks / clarifications shall be ignored and the tender dealt with as it stands.
- i. Even though agency may satisfy the qualifying criteria, it is liable to disqualify if it has record of poor performance or not able to understand the scope of work etc.
- j. The tender document has to be downloaded from [www.fssai.gov.in](http://www.fssai.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) .Exception from submission of EMD shall be given to Bidders registered with NSIC. The technical and financial documents should be kept separately in sealed envelopes super scribing Technical Document or Financial Document. These both envelopes should be kept further in one envelope super-scribing "Tender for Milk Survey" so as to reach Advisor(QA), Food Safety and Standards Authority of India, New Delhi. Late tenders shall not be accepted. The technical bid shall be opened as per schedule in presence of bidders who may like to be present.
- k. The sealed bid shall be dropped in Tender box at 3<sup>rd</sup> Floor, FSSAI, FDA Bhawan, Kotla Road, Delhi-02.
- l. Apart from the original quotation to be submitted in the manner detailed above, no copies should be sent. Such offers will not be treated to be valid quotations. Offers sent through telegram/telex, and offers not submitted in the standard formats given in the tender document will be summarily rejected.
- m. The payment shall be in Indian Rupees and shall be paid as per the payment plan mentioned at para 1.6 above. The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc.. In case the bidder fails to execute the contract, The FSSAI shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- n. Bidders are neither allowed to join hands to participate in the tender nor allowed to submit multiple bids. In case of detection of any such instance, their bid (s) is/are liable to be rejected. Bidding though a consortium as a single entity is allowed.
- o. FSSAI reserves right to award the work/cancel the award without assigning any reason. In case of differences, if any, the decision of the Competent Authority, FSSAI shall be final. The work can be awarded to one or more agencies if need arises.
- p. Technical documents sealed in separate envelopes will need to be submitted.
- q. Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.

### **2.1.2 PRICE QUOTATION**

- a. The bidder shall indicate the prices/rates as specified in the quotation format.
- b. The bidders should quote their most competitive prices/rates and it should be noted that their quotations would not ordinarily be subject to further negotiations. Negotiations may however, be carried out as per rules and instructions on the subject at the discretion of the FSSAI.
- c. All prices/rates should be clearly written both in figures and in words. Failure to write prices/rates both in figures and in words shall render the tender liable for rejection. Bidders should avoid alterations / corrections in the prices/rates submitted by them.

However, if alterations / corrections in prices/rates are inescapable each alteration / correction should be indicated both in figures and words and duly attested under the full signature of the Bidder/Authorized Signatory.

- d. In case of a discrepancy between the prices/rates in figures and words, the prices/rates in words will be considered correct.
- e. The prices/rates quoted shall be firm throughout the period of the validity of the offer and subsequently during the currency of the contract and shall not be subject to any variation/revision.

### **2.1.3 BID OPENING**

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

### **2.1.4 BID CLARIFICATIONS & PRESENTATIONS**

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

### **2.1.5 CONFIDENTIALITY**

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

## 2.1.6 SECURITY DEPOSIT/EMD

- a. The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs 8,00,000 /- (Rs .eight lakh only) in the form of Demand Draft of any nationalized bank. The demand drafts shall be drawn in favor of “Senior Accounts Officer, Food Safety and Standards authority of India” payable at New Delhi. The demand draft for earnest money deposit must be enclosed in the envelope containing the technical bid. The EMD of the successful bidder shall be returned after the successful submission of Performance Bank Guarantee.
- b. The tenders without EMD except those having exemption from depositing EMD shall be summarily rejected.
- c. Earnest money will be returned to unsuccessful bidders without interest after award of contract or letting aside the tender as the case may be.
- d. Non acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money deposit.
- e. Earnest money will be forfeited if the bidder unilaterally withdraws the offer, or unilaterally amends, impairs or rescinds the offer within the period of its validity.

## 2.1.7 ACCEPTANCE OF OFFER

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

## 2.1.8 ELIGIBILITY CONDITIONS:

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

S. N.	Parameter	Supporting Documents
1	The Bidder should have at least 3 (three) years of experience in food safety checking and implementations	Supporting documents as proof
2	The bidder shall not have been barred by any government agency. If the undertaking is found to be false at later date after the award of contract, the said award is liable for termination and forfeiture of the Performance Security with immediate effect without any notice.	The bidder has to give an undertaking, duly signed by authorised signatory, to this effect.
3	Award/Certificate of Merit etc., received from any organisation will be considered as an added advantage	Copy of the certificate or award

- The Bidder should have demonstrable expertise in Food Safety and Audit Checks in order to be considered for evaluation under these criteria

- The Bidder should have the requisite manpower, equipment, skill and expertise and should have demonstrable capabilities in handling Food Safety and Audit Checks for state/national/international agencies/caterers on a large scale. Names of clients for whom such work is/has being/been handled shall be furnished in this regard;
- The Bidder should have requisite knowledge of and ability to deal with issues relating to and/ or arising out of, but not limited to, the following skills:
  - Must have handled project in implementation or surveillance of food safety in a large scale event.
  - Bidder should have a complete food safety solution
  - Bidder should have endorsements from reputed food manufacturing / processing companies.
  - Entity should have received some govt. related project or contract in the food testing area on state/national or/international level(s).
  - Bidder should have a Strong and professional team with prior experience in project management to be deputed.
  - Bidder should have experience and expertise to do the sampling and testing of the products for real time analysis.
  - Bidder should have system for monitoring On-site and Off-site the results of the test on real time basis.
  - Bidder should have prior experience of conducting food sampling and test on Mobile lab.
  - Consortium is allowed as a single entity or a subsidiary.
  - The agency should have on the spot facility to test the samples.

## 2.2 EVALUATION PROCESS

### Scoring pattern

Criteria	Parameters	Marks	Total Marks
<b>Project Experience in similar type of work</b>	Upto 03-05 years	10	<b>30</b>
	more than 05 and upto 07 years	15	
	More than 07 and upto 10 years	20	
	More than 10 years	30	
<b>Survey work done in a large scale event</b>	State level	10	<b>30</b>
	National level	10	
	International level	10	
<b>Availability of demonstrable real time platform to undertake such survey</b>			<b>20</b>
<b>Presentation</b>	The demonstration of workable model and Clarity in understanding of requirements as evidenced in proposal or during the presentation and merit of the solution proposed.		<b>20</b>
Total Marks			<b>100</b>

## Evaluation of Technical Bid

- a. Criteria for evaluation of technical bids have been specified above in this document.
- b. It may be observed that parameters used for evaluation of technical bids will inter alia be based on the nature and relevance of past experience, project approach and work plan in relation to the requirements of this engagement.
- c. The bidders who secure a Technical Score of 70% or more will be declared as technically qualified.
- d. The commercial bids of only the technically qualified bidders will be opened for further processing.
- e. Technical information as desired in prescribed format under Form – I to Form VII.
- f. The Price/Financial bid as per Form – VIII shall be sealed separately in an envelope and shall be in accordance with terms & conditions contained in this RFP.
- g. A copy of bid document with all pages signed and stamped at the bottom by the bidder's authorised signatory.
- h. Envelopes must be sealed and super-scribed as required.

Note: Must see Form–I Checklist.

## Evaluation of Financial Bid

- a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidders' representatives.
- b. The bidder with lowest financial bid (L1) will be awarded 100% score.
- c. Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder =

$$\{(Financial\ Bid\ of\ L1/Financial\ Bid\ of\ the\ Bidder)\ X\ 100\}\%$$

(Adjusted to two decimal places)

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will exclude all taxes and levies and shall be in Indian Rupees only.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

## **Combined Evaluation of Technical & Financial Bids**

- a. The technical and financial scores secured by each bidder will be added using weightage of 70% and 30%, respectively, to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- c. In the event the bid composite bid scores are 'tied', the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

**The agencies shall submit their financial bid in a sealed envelope separately.**

## **PART-III - GENERAL CLAUSES**

### **3.1 PERFORMANCE SECURITY**

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

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

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

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

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

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

### **3.2 DAMAGES**

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

### **3.3 ARBITRATION**

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

### **3.4 JURISDICTION**

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

### **3.5 INTELLECTUAL PROPERTY RIGHTS**

FSSAI shall have the ownership on the methodology and framework including IPR and other related rights.



## Form I: Checklist

Please ensure that your offer contains the following documents:

EMD	:	Rs.8,00,000 /- (Rs. Eight Lakh only)
Form I	:	Checklist
Form II	:	Bid Form
Form III	:	Particulars and qualifications of the bidders.
Form IV	:	Details of Similar work completed previously.
Form V	:	Details of Similar work under execution or awarded.
Form VI	:	List of Satisfactory Performance report from clients
Form VII	:	Undertaking (on Rs.10 Non Judicial stamp duly notarized)
Form VIII	:	Price Bid (in separate sealed envelope)

Covering envelope sealed with superscription in prescribed format.

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

## Form II: Bid Form

Reference No.: .....

The Designation,  
Food Safety and Standards Authority of India

Dated :

Sir,

I/ We hereby submit our tender for **conducting Nationwide Milk Quality Surveillance and to Establish a Robust System for Milk Quality Monitoring.**

I / We have enclosed the earnest money deposit in the shape of demand draft of  
Rs. \_\_\_\_\_ /-

(Rupees \_\_\_\_\_ only) (Refundable) in the name of....., payable at....., Demand Draft  
.No. \_\_\_\_\_ Issued from Bank \_\_\_\_\_.

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

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

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

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

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

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

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

Yours faithfully

Signature of the Authorised Signatory  
of the bidder

Full Address

, Witness \_\_\_\_\_

Witness \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Form III: Particulars and qualifications of the bidders

1. Organization

Name:

Year of Incorporation / Registration in

India: Year of Start of Operation in

India:

TIN

No.:

PAN

No.:

SERVICE TAX REGISTRATION

NO.: Total No. Technical

Manpower:

Total No. Administrative Manpower:

2. Registered Office Address

Telephone

No. (s) Mobile

No. (s) Fax

No. (s)

Email

3. Legal status of firm Company / Firm / Proprietorship/ Others (\_\_\_\_\_)

(Attach proof MOA, AOA/ Partnership Deed along with registration of partnership detail/ Affidavit by proprietor with registration detail as the case may be)

4. Ownership

S. No.	Name of persons owning stake in the organization (In case of company incorporated in India List of Director shall be provided)	Nationality of the stakeholders	Details of restrictions, if any on transfer of stake

In case the organization is a public sector undertaking indicate the percentage share of Govt. holding.

5. Annual Turnover for the last 3 years (2014-2015, 2015-2016, 2016-17)

S. No.	Financial Year	Total Annual Turnover	Sector wise Annual Turnover		
					Other areas of Operations (specify)

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

6. Particulars of the Center/unit associated with this project Name & Address

of the Center/Unit:

Associated with this project:

7. Address of the important offices

Address 1	Address 2	Address 3
..... .....	..... .....	..... .....
..... .....	..... .....	..... .....
..... .....	..... .....	..... .....
..... .....	..... .....	..... .....
Tel No (s) :	Tel No (s) :	Tel No (s) :
Fax No (O) :	Fax No (O) :	Fax No (O) :
No. Technical Employee:	No. Technical Employee:	No. Technical Employee:
Total No. of Administrative Employee:	Total No. of Administrative Employee:	Total No. of Administrative Employee :
:	:	

8. Milk Survey Detail (Attach proof)

.....  
.....

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

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

S. No.	Name & Address	Designation	Telephone & Fax No.		Extent of Involvement in the project
			Office	Residence	

11. Particulars of EMD

a)	Name of the Bank	:
b)	Address of Bank branch, issuing the draft	:
c)	Code No. of Bank Branch	:
d)	Amount of Draft	:
e)	Bank Draft No. & Date	:
f)	Valid up to (Give Date)	:

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

Name, Designation & Address of the authorized person.

-----  
 -----

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

-----  
 -----

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

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(Please refer to the enclose original authorization document)

Date.....

(Signature).....

Place

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

Duly authorized to sign Bid for and on  
 Behalf of.....

## Form IV: Details of Similar work completed previously.

Performa for Performance Statement

(Summary profiles of projects completed during last three years or more related to Milk Quality Surveillance or Similar nature of project)

S. No.	Name, Address, Tele No. and Fax No. of the Organization for which Milk Quality Survey or Similar nature of project has been Executed. Also mention Name, Designation and contact No. of the contact person of the organization	Description Value & Name of the contract/survey(in lakhs)	Period of execution	Delay if any from schedule d time ( give reasons)	Litigation / Arbitration  Pending/ in progress  - With Details	Remarks

The bidder will have to attach full details & relevant documents of Milk Quality Surveillance or Similar nature of project as *Annexure to this list*.

Date.....

(Signature).....

Place

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

Duly authorized to sign Bid for and on  
Behalf of .....

## Form V: Details of Similar work under execution or awarded

Performa for performance statement

(Summary profiles of project under execution / awarded related to Milk Quality Surveillance or Similar nature of project)

Sr. No.	Name, address, Tele No and Fax no. of Organization for which Milk Survey or similar nature of project has been executed (also mention Name Designation and Contact Person of contact No. of contact Person)	Description & Name of survey	Value of Contract (in lakhs)	Period of Execution	Delay if any from scheduled time (give reasons)	Litigation / Arbitration Pending in progress – With detail	Remarks

The bidder will have to attach full details & relevant documents of Milk Quality Surveillance or Similar nature of project as *Annexure to this list*.

Date.....

(Signature).....

Place

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

Duly authorized to sign Bid for and on Behalf of.....

## Form VI: List of Satisfactory Performance report from clients

### Performa for Performance Statement

(List of Satisfactory Performance Certificate from Clients. The bidder will have to attach full details & relevant documents of Milk Quality Surveillance or Similar nature of project.)

Sr. No.	Name, address, Tele No and Fax no. of Organization for which Milk Surveillance or any other survey of similar nature has been executed (also mention Name Designation and Contact Person of contact No. of contact Person)	Description & Name of Survey	Value of Contract (in lakhs)	Period of Execution	Remarks

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

Date.....

(Signature).....

Place

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

Duly authorized to sign Bid for and on  
Behalf of.....



Form VII: Undertaking (on Rs.10 Non Judicial stamp duly notarized)

Undertaking

1. I/We hereby certify that all the information furnished above are true to my/our knowledge. I/We have no objection to CCI verifying any or all the information furnished in this document with the concerned authorities, if necessary.
2. I/We also certify that, I/we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.
3. I/We also undertake that my/our Firm/Company/Organization has not been blacklisted/debarred by any Govt. Dept/PSU, for directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
4. I/We also undertake that the firm or its proprietor/Director(s)/Authorized Person have not defaulted in making payment of statutory dues, and not listed as defaulter by the EPF/ESI/Service Tax/Income Tax.

Date.....

(Signature).....

Place

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

Duly authorized to sign Bid for and on  
Behalf of.....

## Form VIII: FINANCIAL BID

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

Tender Reference No. : Date

The Designated,  
FSSAI

Sir,

I/ We hereby submit our price bid for **Milk Quality Surveillance and to establish a robust system for Milk Quality Monitoring** as per the Scope of Work given in para 1.4 of the RFP.

<b>Component</b>	<b>Description</b>	<b>Cost (in INR) [excluding taxes/duties, etc.]</b>
<b>A</b>	Composite cost for minimum samples to be analysed (qualitative analysis of 8000 samples and quantitative analysis of 1200 samples)	
<b>B</b>	Rate for each additional sample	

**Note 1:** **Component A** i.e. composite cost for 8000 samples (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc.) will be taken into account to determine L-1.

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

**Note 3:**

1. FSSAI reserves the right to accept any bid under this tender in full or in part, or to reject any bid or all bids without assigning any reason at any point of time.
2. The selected agencies /firm have to enter into an agreement with FSSAI incorporating deliverable, service level, payment terms, etc.

**Appendix 'A'**

	<b>Sr. No.</b>	<b>States/UTs</b>	<b>No Of Districts</b>	<b>No. of samples</b>
<b>States</b>	1	Andhra Pradesh	13	150
	2	Arunachal Pradesh	21	250
	3	Assam	33	350
	4	Bihar	38	450
	5	Chhattisgarh	27	300
	6	Goa	2	20
	7	Gujarat	33	350
	8	Haryana	22	300
	9	Himachal Pradesh	12	150
	10	Jammu and Kashmir	22	250
	11	Jharkhand	24	250
	12	Karnataka	30	350
	13	Kerala	14	150
	14	Madhya Pradesh	52	600
	15	Maharashtra	36	450
	16	Manipur	16	180
	17	Meghalaya	11	120
	18	Mizoram	8	90
	19	Nagaland	11	110
	20	Odisha	30	300
	21	Punjab	22	250
	22	Rajasthan	33	350
	23	Sikkim	4	50
	24	Tamil Nadu	32	350
	25	Telangana	31	350
	26	Tripura	8	100
	27	Uttar Pradesh	75	750
	28	Uttarakhand	13	150
	29	West Bengal	21	210

<b>UT's</b>	1	Andaman and Nicobar Islands	3	30
	2	Chandigarh	1	10
	3	Dadar and Nagar Haveli	1	10
	4	Daman and Diu	2	20
	5	Delhi	11	140
	6	Lakshadweep	1	10
	7	Puducherry	4	50
		<b>TOTAL</b>	<b>717</b>	<b>8000</b>