

File No. QA-11023/10/2023-QA-FSSAI

Food Safety and Standards Authority of India

(A statutory Authority established under the Food Safety and Standards Act, 2006)

(Quality Assurance Division)

FDA Bhawan, Kotla Road, New Delhi - 110002

Dated, the 28th March, 2024

CORRIGENDUM

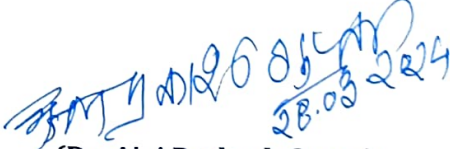
The Competent Authority has extended the deadline for submission of bids in r/o RFP for Operation and Management Contract for National Food Laboratory (NFL), Ghaziabad issued vide GeM Bid No. GEM/2024/B/4643374 dated 07.03.2024, through GeM, upto 12<sup>th</sup> April, 2024.

2. Further, some changes in the Clauses of the RFP have also been incorporated as per details given herein:

Sr. No.	Clause No.	Existing Clause	Revised Clause
1	2.2	Total construction Area -G. Floor - 1574 Sq.m First Floor - 1455 Sq.m Total - 3029 Sq . m	Total construction Area: Ground Floor: 1109 Sq. M. First Floor: 1455 Sq. M. Total covered area: 2564 Sq. M.
2	3(x)	To resolve any issues regarding upgradation and day to day operation of NFL, Ghaziabad after handing over the same to the successful bidder, a Joint Management Committee will be formed. There will be a 6 member Joint Management Committee (JMC) comprising of 4 members from FSSAI [ Advisor (QA), Director (QA), Director (NFL, Ghaziabad), Director (Finance)] and 2 nominated members of the successful bidder. All procurement of equipment and infrastructure facility creation will be carried out with the approval of the Joint Management Committee.	To resolve any issues regarding upgradation and day to day operation of NFL, Ghaziabad after handing over the same to the successful bidder, a Joint Management Committee will be formed. There will be a 6 member Joint Management Committee (JMC) comprising of 4 members from FSSAI [Advisor (QA), Director (QA), Director (NFL, Ghaziabad), Director (Finance)] and 2 nominated members of the successful bidder. All procurement of equipment and infrastructure facility creation will be carried out with the approval of the Joint Management Committee. <i>The meeting of the JMC will be held atleast once in 6 months, or as and when required.</i>
3	5.2(xvi)	Comprehensive Maintenance (CMC) of all equipment.	Comprehensive Maintenance (CMC) of all equipment, wherever applicable.
4	5.2(xvii)	Payment of Electricity Bills of NFL, Ghaziabad on regular basis.	Payment of Electricity Bills of NFL, Ghaziabad on regular basis. Electricity bill payment will be limited to the

			extent of laboratory consumption of power and common area and amenities only.
5	NA	NA	<b>Clause No. 5.2(d) (Newly Added) - Placed at Annexure-I to this Corrigendum.</b>
6	5.2	<p><b>Manpower to be provided</b></p> <p>Successful bidder will have to make provision for the trained, experienced and qualified manpower to be made available at NFL Ghaziabad. The successful bidder will have to provide the Scientific and Technical manpower at NFL Ghaziabad indicating the number of persons proposed to be provided. A list in the following format is required to be submitted:</p> <p><b>(Table)</b></p>	<p>Renumbered as Clause No. 5.3</p> <p><b>Manpower to be provided</b></p> <p>Successful bidder will have to make provision for the trained, experienced and qualified manpower to be made available at NFL Ghaziabad. The successful bidder will have to provide the Scientific and Technical manpower at NFL Ghaziabad indicating the number of persons proposed to be provided. A list in the following format is required to be submitted:</p> <p><b>(Revised Table) - Placed at Annexure-II to this Corrigendum</b></p>
7	10	Infrastructure including testing equipment found substandard.	Infrastructure including testing equipment if not found to be properly maintained.

2. All other terms and conditions of the RFP will remain the same.

  
 (Dr. Ajai Prakash Gupta)  
 Director (QA)

Annexure-I**Clause No. 5.2(d) Miscellaneous Scope of work -**

- ❑ Handover all the documents/record/files/Folders/procedures related to implementation of ISO 17025:2017 (NABL).
- ❑ All the documents/files/folders related to Method validation and Method verification.
- ❑ Keep back up of all Analytical Raw Data/Reports from YLIMS and handover soft copy along with Hard copy to NFL, Ghaziabad.
- ❑ Repairing, Plastering, Painting and Waterproofing of External and Internal walls and minor civil works of the Building.
- ❑ Security feature in term of CCTV Camera, Access Control,
- ❑ Fire Safety Alarm Systems along with mandatory Storage Waters facility in the roof of the building and connected with the internal pipeline at ground level. FSSAI Tower's Fire extinguishing water line to be connected. Monitoring and maintenance of fire extinguisher. Providing Trainings and Mock Drill to the Staffs of the NFL, Ghaziabad and the Contractors in every quarter.
- ❑ Repair /Replacement of ETP Facility and run properly.
- ❑ Upgradation of Water Treatment Plant, whenever required.
- ❑ IGL Gas Pipeline and its Monthly Bill after installation of Dual Fuel Kit for DG Set provided by FSSAI and its maintenance bill for the DG Set to be borne by the successful bidder.
- ❑ Upkeep of gas lines, manifolds and creation of cylinder storage facility /Gas bank for all instruments.
- ❑ Repairing and maintenance of office hold useable furniture's e.g Sofas, Tables, Chairs, wall mats, phones, book shelves etc.
- ❑ Housekeeping including sewerage, toilets, (e.g NFL, Ground floor, 2<sup>nd</sup> Floor (Laboratory)), housekeeping internal and external lab areas regularly.
- ❑ Third party agreement wr.t Laboratory solid waste/Biological Waste Disposal.
- ❑ Adequate Housekeeping Staff and Security Guard in the main campus gate as well as internal gate
- ❑ R&D activities and Other Method verification and Validation assigned by Scientific panel /FSSAI HQ from time to time. (No cost to FSSAI, except high costly CRMs and Spares/columns).
- ❑ Cleaning of internal area as well as external part of the laboratory

- Competencies for testing with NABL accreditation for all pesticides residues, Antibiotics, Fortified elements, AMR (Anti-Microbial Resistance) should be there.
- Laboratory will go for Organic Testing Certification.

Annexure-II

Renumbered Clause No. 5.3 -  
(Revised Table)

Clause 5.3 Manpower to be provided (Revised Table)					
Sl. No.	Designation	Manpower strength provided by the successful bidder	Educational Qualification	Years of Experience	Contact No. and Email ID
1	Chemistry Section Head				
2	Microbiology-Section Head				
3	Analyst Chemistry				
4	Analyst, Microbiology				
5	Data entry operators and sample cell support staff				
6	Lab attendant				
7	(Any Other)				
8	(Any Other)				
9	(Any Other)				
10	(Any Other)				

**Clarification w.r.t. Pre Bid Meeting dated 18.03.2024 for Tender pertaining to "Operation and Management contract for National Food Laboratory, Ghaziabad"**

*As submitted by the prospective Bidders*

Sr. No.	Clause No.	Standard Requirements	Suggested Changes/Clarification/Query	Justification	FSSAI Comments
1	2.2	Total construction Area -G. Floor - 1574 Sq.m First Floor - 1455 Sq.m Total - 3029 Sq. M	Does the mentioned area include training facility in the ground floor, which is not part of the laboratory area.	To know the exact extent of the lab premises and to estimate the cost of upkeep	Please refer Corrigendum
			It is requested to specify the exclusive area will be available for operation of lab at each floor instead of entire area of floor.	For clarity of Bid component	
2	3(iii)	The Successful Bidder will provide all the testing facilities along with technical and supporting human resource at NFL Ghaziabad and will operate and maintain the facilities for 3 years which may be extended for a further period of 2 year, on annual basis, on same rates, terms and conditions, subject to satisfactory performance of the successful bidder. The performance will be reviewed annually every year from date of commencement of contract.	The laboratory must have integrated NABL accreditation for regulatory analysis. The Bidders should have testing facilities for 5 years with a provision for extension of 2 years. The O&M contract period of 3 +2 years is short.	In view of the regulatory requirement of Integrated NABL-FSSAI. Two renewal and surveillance cycles followed by one year of preparation of handover to authority.	Original Clause will prevail
3	RFP Cl.3 (vii)	The laboratory will be handed over in as is where is basis to the successful bidder and he will be responsible for up keeping and complete operation & maintenance of the laboratory.	Laboratory should be handed over in working condition and non working part shall be rectified / replaced.	It is the nature of tender, where all the investment (infra and equipments) is from Buyer, while selected agency has to maintain and operate the same. (also read RFP clause 6 Note- e where bidder has to hand over the equipment in good working condition. so the lab is to be handed over to bidder in same condition.)	Original Clause will prevail
4	RFP Cl. 3 (viii)	FSSAI will retain the legal identity of the laboratory and the Director of the laboratory, Technical Manager and Quality manager along with the Head Sample Cell will be the employees of FSSAI appointed and deputed by FSSAI. The bidder will have to ensure that the analysis of samples are carried out to the full satisfaction of the Director (NFL), who will be the signing authority of all Analysis Reports as per FSS Act.	Since the TM and QM are from FSSAI so the responsibility of facing the assessment addressing the assessment query and maintaining the compliance is to be with FSSAI or specify the role and responsibilities of the technical manager and quality manager.	As mentioned in query	Original Clause will prevail

## 102434/2024/QA-FSSAI

5	3(x)	To resolve any issues regarding upgradation and day to day operation of NFL, Ghaziabad after handing over the same to the successful bidder, a Joint Management Committee will be formed. There will be a 6 member Joint Management Committee (JMC) comprising of 4 members from FSSAI [ Advisor (QA), Director (QA), Director (NFL, Ghaziabad), Director (Finance)] and 2 nominated members of the successful bidder. All procurement of equipment and infrastructure facility creation will be carried out with the approval of the Joint Management Committee.	Quorum, agenda and Periodicity of the JMC may be mentioned	A minimum review period of two per annum may be considered for exchange of information and appraise the progress of the PPP.	Please refer Corrigendum
6	RFP Cl 4.1	Fixed operating cost per month for analyzing 400 guaranteed samples per month, for 3 years, to be quoted by the bidders.	Fixed operating cost per month for analyzing 1200 guaranteed samples per month, for 3 years, to be quoted by the bidders.	Processing of minimum 1200 samples per month only will justify the investment, operating cost and will make it viable commercially. Other wise it is suggested to fix the average price of sample (from the FSSAI standard price list) and bid may called for guarantee of minimum number of samples.	Original Clause will prevail
7	4.3	Further, in case numbers of samples exceeds 400 sample per month, a revenue share of 60% of testing charges, in excess of 400 samples, will be the share of FSSAI.	Revenue share as 60% is not tenable. Needs to be removed.	While, considering the financial bid we are taking into account our cost + model and bidding. Such a huge per cent revenue share to the authority is not viable for the incumbent agency. For every sample tested beyond the minimum number the agency will incur huge loss. Hence, this may dropped.	Original Clause will prevail
			to be omitted	sharing the 60% of revenue is not viable after submitting L1 price, having the operating cost.	
8	5.1(a)	The scope of the work is divided into following components: a) Upkeep of Infrastructure including civil work.	Upkeep of infrastructure including civil work. The civil work and other upgradation work should be identified and treated as capital expenditure.	To estimate the cost and arrive at the bidding price	Please refer Clause 5. SCOPE OF THE WORK, of the RFP
			Please specify the extent, BOQ and estimate of the costs to be incurred	To estimate the cost and arrive at the bidding price	

## 102434/2024/QA-FSSAI

9	RFP Cl. 5.2(i)	Repair of Exterior and Interior walls of the building, plastering, painting and waterproofing thereof and exterior modification to enhance building appearance;	Should not be in scope of bidder	As per the nature of tender bidder is responsible for operation and maintenance of lab but not to enhance the external appearance of building where more than 2 agencies are housed.	Original Clause will prevail
10	RFP Cl. 5.2(ii)	Upgradation of interiors, including flooring, false ceiling, partitioning, painting and overall interior upgradation so as to upgrade the lab into a world class lab;	Please specify the extent, BOQ and estimate of the costs to be incurred	To estimate the cost and arrive at the bidding price	Original Clause will prevail
			Should not be in scope of bidder	Being a short term tender maximum 5 year, it is not financially viable to a bidder to invest in infra which is responsibility of buyer as per tender outlined.	
11	RFP Cl. 5.2(v)	Repair/Replacement of ETP Facility;	Please specify the extent, BOQ and estimate of the costs to be incurred	To estimate the cost and arrive at the bidding price	Original Clause will prevail
12	RFP Cl. 5.2(vi)	Upgradation and upkeep of Water treatment plant;	Please specify the extent, BOQ and estimate of the costs to be incurred	To estimate the cost and arrive at the bidding price	Original Clause will prevail
13	RFP Cl. 5.2(xvi)	Comprehensive Maintenance (CMC) of all equipment.	Comprehensive Maintenance (CMC) of instruments (as per the list specified for the instruments)	As discussed in prebid meeting that CMC is not available for all the equipments.	Please refer Corrigendum
14	RFP Cl. 5.2(xvii)	Payment of Electricity Bills of NFL, Ghaziabad on regular basis.	Electricity bill payment: It should be limited to the extent of laboratory consumption of power only.	To estimate cash flow and arrive at the bidding price	Please refer Corrigendum
15	RFP Cl. 5.2(xviii)	Provision of Security Personals and Housekeeping Staff and their payment.	Please specify the number of personnel for security and house keeping to be deployed.	To estimate the cost and arrive at the bidding price	Original Clause will prevail - Successful Bidder has to ensure the sufficient strength.
16	NA	NA	NA	NA	Clause 5.2(d) to be added new - please refer the Corrigendum
17	5.2	Manpower to be provided	Manpower listed does not match with the workload to be carried out at the NFL. Hence, it may be suitably revised.	Quality Assurance Team is not included and numbers considered in the chemical section is not commensurate with the workload.	Renumbered as Cl. 5.3 - please refer the corrigendum



## 102434/2024/QA-FSSAI

18	RFP Cl. 6 Note-(a)	The successful bidder should be able to perform the respective testing as per FSSR and the bidder will be liable for their proper working during the contract period. In case of any serious defect observed during the working of the equipment, a replacement of the same would be arranged by the successful bidders till such time the equipment gets rectified and become operational, at his own cost.	Replacement can be provided for generic tools but not the instruments.	Wherever serious defect is there, lab is allowed to get the work done from subcontract and replacement is to be provided by FSSAI.	Original Clause will prevail
19	RFP Cl. 6 Note-e	All the infrastructure and Equipment facilities under this contract will be the property of FSSAI and the Bidder will have to ensure that the same are handed over to FSSAI in good working order after the contract period.	Should be applicable for the equipment those are not end of their life. Normal wear and tear will always be there.	Infra of building is old and will have its own wear and tear. Parts and spare may not be available for old equipments.	Original Clause will prevail
20	RFP Cl. 10	<b>Provision of Penalty:</b> Time norms for issue of test reports as per the FSS Act 2006, rules and regulations made thereunder to be followed.	Standardized procedure to TAT delay waiver in instances of breakdown, other activities mandated by the authority, import samples TAT which is not as per the act may be considered.	As per FSSAI act, the analysis report shall be signed by the Food Analyst and such report shall be sent within fourteen days of the receipt of the sample by the Food Analyst. However, there are differential TATs for import samples and other priority samples, and other activities which effect the TAT. Accordingly provision has to be made for the same not to penalize the agency in such instances.	Original Clause will prevail
21	RFP Cl. 10	Infrastructure including testing equipment found substandard.	to be omitted	Infra and equipment are provided by buyer.	Please refer the Corrigendum
22	11(A)(viii)	The successful bidder shall be responsible for the purchase of all laboratory consumables required in the laboratory to ensure its modes functioning. The purchase of consumables shall be divided into two parts, there shall be an initial inventory with all required chemicals to ensure initial availability. After this, the consumables shall be purchased from time to time based on the consumption in the laboratory. <b>The responsibility for reviewing and approving purchases will be carried out by the successful bidder in association with the staff of FSSAI.</b>	Please clarify	The role of the staff of FSSAI in this instance	Original Clause will prevail - for supervision and monitoring

23	11(A)(ix)	The successful bidder shall be responsible for maintaining records of purchase and inventory of available chemicals and consumables in the laboratory under the supervision of Staff of FSSAI.	Please clarify	The role of the staff of FSSAI in this instance	Original Clause will prevail - for supervision and monitoring
24	11(A)(xxvii)	Complete area of NFL that include and shall not be limited to the open areas, lawns, driveways, external security and ground floor will have to be maintained by the successful bidder.	It should be defined area wise, for example- Main Gate Security, Training Centre Security, Laboratory 1st Floor, Ground Floor, NRO. External areas have also been defined.	To estimate the cost and arrive at the bidding price	Original Clause will prevail. - Complete area pertaining to the NFL including the common area used by other agencies are covered, however the area exclusively used by the other agencies in the premise wouldnot be covered.
			It has to resposnibility of FSSAI	These are common area used by all the agencies (like Thermo, Merck, NRO and NFL) housing the facility. So, the responsibility for maintaining the same should be with FSSAI.	
25	11B(ii)	FSSAI shall be responsible for running a sample cell with the help of supporting staff to be provided by the successful bidder within the NFL.	The number, qualifications and experience should be defined for the support staff that will be provided by the successful bidder.	To estimate the cost and arrive at the bidding price	Original clause will prevail. - The Successful bidder has to ensure the number, qualifications and experience of the support staff, in order to ensure they are competent enough to carry out the work allotted.
26	13	<p style="text-align: center;"><b>Payment Terms</b></p> The successful agency shall submit the Invoice for Operation and Management Cost, for the relevant month, in first week of succeeding month, to NFL, Ghaziabad and they will in turn verify the same and forward the invoice, duly recommended for payment in accordance with the provisions of this Agreement, to QA Division on priority basis.	Kindly specify the timelines for payment in lieu of 'priority basis'	To estimate the cash flow and arrive at the bidding price	Orginal Clause will prevail
			timeline for the payment from FSSAI is also to be included.		