



भारतीय खाद्य सुरक्षा एवं मानक प्राधिकरण
(खाद्य सुरक्षा और मानक अधिनियम, 2006 के तहत स्थापित एक वैधानिक प्राधिकरण)
एफडीए भवन, कोटला रोड, नई दिल्ली-110002

मोबाइल खाद्य परीक्षण प्रयोगशालाओं (एमएफटीएल) में उपयोग की जाने वाली कीटनाशक स्क्रीनिंग किट की खरीद के लिए प्रस्ताव का अनुरोध (अखिल भारतीय आधार पर)

(ई टेंडर)

प्रस्ताव के लिए अनुरोध (आरएफपी) संख्या 08/2023-24

REQUEST FOR PROPOSAL FOR PROCUREMENT OF PESTICIDE SCREENING KITS TO BE USED
IN MOBILE FOOD TESTING LABS (MFTL's) (PAN INDIA BASIS)

(E Tender)

Request for Proposal (RFP) No. 08/2023-24

Dated the 28th August, 2023

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF PESTICIDE SCREENING KITS TO BE USED
IN MOBILE FOOD TESTING LABS (MFTL's) (PAN INDIA BASIS)**

(E Tender)

Request for Proposal (RFP) No. 08/2023-24

File No. QA-11023/15/2023-QA-FSSAI

The Food Safety and Standards Authority of India (hereinafter called "The Authority" invites tender on Two-Bid system for **PROCUREMENT OF PESTICIDE SCREENING KITS TO BE USED IN MOBILE FOOD TESTING LABS (MFTL's) (PAN INDIA BASIS)**.

2. Bids under Two bid system (Technical Bid and Commercial Bid) are invited for **"PESTICIDE SCREENING KITS TO BE USED IN MOBILE FOOD TESTING LABS (MFTL's) PAN INDIA BASIS)"** through CPP's e- Procurement portal at **http://etenders.gov.in**

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

- (a) Queries to be addressed to Dr. Ajai Prakash Gupta, Director (QA) on Email ID ajaiprakash.gupta@fssai.gov.in
- (b) Name/designation of contact person : Dr. Ajai Prakash Gupta
Director (QA)
- (c) Telephone No. : 011-23667324
- (d) Last Date and Time for Receipt of Tenders : **29.09.2023 at 1600 Hrs.**
- (e) Date and Time of Opening of Tenders : **29.09.2023 at 1700 Hrs**

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

- a. **Part I** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- b. **Part II** Contains Essential Details of the Items/Services required, such as the Schedule of Requirements (SOR), Technical Details, Delivery Period, Mode of Delivery and Consignee details and Technical Bid Format.
- c. **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder, besides other conditions contained in this RFP.
- d. **Part IV** Contains Special Conditions of RFP, which will also form part of the Contract with the successful Bidder.
- e. **Part V** Contains Evaluation Criteria and Format for Financial Bids/Commercial Bids.

5. The following certificate must be given in the offer letter under the seal of the bidder: -

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

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

Sd/-

(Dr. Ajai Prakash Gupta)
Director (QA)

PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. The bidder shall go through the tender document and shall comply with each clause of all the sections of the tender document.

2. Prospective Bidders are advised to go through the “Help for Contractors” & “Bidders Manual Kit” at <http://etenders.gov.in/eprocure/app> and get themselves acquainted for e-tendering participation requirements. They should get their computer system configured according to the recommended settings as specified in the portal at “System Settings for CPPP”.

3. Registration:

3.1 Bidders willing to participate are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrolment**” on the CPP Portal which is free of charge. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3.2 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. They should also obtain Class III Digital Signature Certificate (DSC) in parallel (as per Indian IT Act, 2000, from the licensed Certifying Authorities (CA), operating under the Root Certifying Authority of India (RCAI) / Controller of Certifying Authorities (CCA) of India - Please see www.cca.gov.in), which is essentially required for submission of their application. This process normally takes 03 days’ time.

3.3 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

3.4 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

4. Searching for Tender Documents:

- i. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

5. **Preparation of Bids:**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be **scanned with 100 dpi with black and white option** which helps in reducing size of the scanned document.
- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

6. **Submission of Bids:**

- i. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. **Bid Security Declaration:** Bidders will sign “Bid Security Declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for 01 year. Proforma of the Bid Security Declaration is attached at **Annexure 9** for ready reference.
- iv. The bidder shall upload the digitally signed **Schedule of Financial bid in the form of BOQ.xls**. Bidders may please note the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (unprotected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.
- v. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the Financial bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
 - a. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
 - b) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

7. **Assistance to Bidders:**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

The instructions in the tender document are binding on the bidder and submission of the tender shall imply unconditional acceptance of all the terms and conditions by the bidder.

8. **Amendment to Tender document:**

At any time, prior to scheduled date of submission of bids, FSSAI if it deems appropriate to revise any part of this tender or to issue additional data to clarify and interpretation of provisions of this tender, it may issue addendum / corrigendum to this tender. Any such addendum / corrigendum shall be deemed to be incorporated by this reference into this tender and binding on the bidders. Addendum / corrigendum will be notified through CPP’s e- Procurement portal at <http://etenders.gov.in/eprocure/app>.

9. **Clarifications of Bid Documents:**

9.1 Bidder, requiring any clarification of the tender Document, may submit their clarifications, if any, through provision of CPP’s e-Procurement Portal at <http://etenders.gov.in/eprocure/app>.

9.2 Request for clarifications received from bidders shall be responded by FSSAI till the scheduled dates. Replies to Clarifications by FSSAI will be uploaded through CPP’s e-Procurement Portal. The bidders are advised to visit CPP’s e-Procurement portal at <http://etenders.gov.in/eprocure/app> regularly.

9.3 Clarifications and other documents, if and when issued by FSSAI, shall be in relation to the tender and hence shall be treated as their extension.

9.4 FSSAI makes no representation or warranty as to the completeness or accuracy of any response, nor does FSSAI undertake to answer all the queries that have been posted by the Bidders.

9.5 In order to provide reasonable time to bidders to take the amendments into account for preparing their bids, FSSAI may, at its discretion, extend the deadline for the submission of bids suitably.

10. Composition of Bids and General Guidelines for bid process:

10.1 Bidders shall submit their bids as per scheduled date and time through CPP's e-Procurement portal at <http://etenders.gov.in/eprocure/app> only.

10.2 CPP's e-Procurement system shall not allow bidders to submit their tender, after the scheduled date and time. Bidders shall submit tender before the deadline specified.

10.3 The Technical bids and the Financial bids will be opened online by FSSAI at the time and date as scheduled for the same. All the Statements, documents, certificates etc., uploaded by the bidders shall be downloaded and verified for technical evaluation. The clarifications, particulars, if any, required from the bidders, will be obtained through query provision available in CPP's e-Procurement portal.

10.4 The result of Technical bid and Financial bid evaluations shall be displayed on CPP's e-Procurement portal and shall be visible to all the bidders who participated in this Tender.

10.5 The helpdesk support contact details can be downloaded from following URL: <http://etenders.gov.in/eprocure/app> and then clicking on below mentioned link: Contact Us / Help Desk Support Contact Details, which are also listed below for ready reference. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app>.

11. E-Tendering Participation Requirements:

11.1 The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

12. Licensed CA's in India are:

- a. Safe Scrypt, b) NIC, c) IDRBT, d) TCS, e) MTNL Trustline, f) GNFC, g) e- MudhraCA, h) Sify, i) nCode

13. Two-Bid System:

13.1 In case of the Two-Bid System, only the Technical Bid would be opened on the time and date mentioned. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done.

14. **Last date and time for depositing the Bids:**

14.1 **29.09.2023 by 1600 Hrs.** The bids under two bid system (i.e. Technical Bid & Commercial Bid) should be submitted on CPP's e-Procurement portal by the due date and time. The responsibility to ensure this lies with the Bidder.

15. **Time and date for opening of Technical Bids:**

15.1 The Technical Bids will be opened on 29.09.2023 at 1700 hrs. (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).

16. **Rejection of Bids:**

16.1 Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection.

17. **Validity of Bids:**

17.1 The Bids should remain valid till **90 DAYS** from the last date of submission of the Bids.

18. **Earnest Money Deposit.**

18.1 Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 8,50,000 (Rupees Eight Lakh Fifty Thousand Only) along with their bids. The EMD is to be submitted in favour of "Senior Accounts Officer, FSSAI and in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. The EMD should be valid for a minimum period of forty five days or more from the date of last date of bid submission. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Guarantee from them as provided in part-IV of this RFP. The EMD will be forfeited if the bidder withdraws or amends/impairs or derogates from the tender in any respect within the validity period of their tender. Non-submission of the same, the bid of the agency will be disqualified without any further communication.

18.2 In terms of Public Procurement Policy of MSEs/Guidelines of Govt. of India, the bidders may claim exemption from deposit of EMD provided the bidders upload along with the technical bid the scanned copy of documentary proof / certificate in support of the claim for EMD exemption issued by the appropriate authority of Government of India. The bidders claiming such exemption are required to be submit the "Bid Security Declaration" alongwith their Technical Bid. Non-submission of the same, the bid of the agency will be disqualified without any further communication.

18.3 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.

18.4 In case of bidder who claim exemption of EMD in terms of Clause 18.1 revise or modifies his offer or terms & conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding Clause 10, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

19. **Pre-Bid Meeting**

Date and Time of of Pre-Bid conference :- 06.09.2023 (1130 hrs)

Venue: Conference Hall, FSSAI HQ, FDA Bhawan, Kotla Road, New Delhi-110002.

Details:

A maximum of two representatives of each Bidder shall be allowed to participate on production of a letter from the Bidder.

Bidders requiring any clarification on the RFP may send their queries addressed to the Director (QA), FSSAI HQ Head (Quality Assurance) at email ID at ajaiprakash.gupta@fssai.gov.in . All queries should reach FSSAI by Email with an attachment in 'MS-Word format' at least two days prior to the pre-bid conference date as per details provided below. FSSAI shall endeavour to respond to the queries within the specified period specified therein but not less than 5 days prior to the Bid Due Date. FSSAI reserves the right not to respond to any question(s) or provide any clarifications.

PART II – OVERVIEW OF THE SCHEDULE OF REQUIREMENT (SoR)

1.1 FSSAI is in the process of procuring the “Pesticide Screening Kits” for all the Mobile Food Testing Labs (MFTL’s) operated PAN India basis (**initially 272 in Nos.**) for testing of Organic Produces. This will be beneficial to farmers in remote village areas to get their products tested for pesticide in FSW which can reach even remote areas or fields of farmers where availability of labs are not feasible.

1.2 "Organic food products are expected to be free from synthetic pesticide residues. The detection of pesticides is carried out using conventional methods which are based on HPLC, GC, LC etc., which are labor intensive, time consuming and require heavy equipment. Screening procedures for organic food testing shall enable farmers and suppliers to conduct a quick test for presence/absence of pesticides. By conducting regular screenings, they can demonstrate their commitment to organic standards and provide tangible evidence of their products' authenticity. This shall help build consumer confidence and strengthen the credibility of the organic food industry. The pesticide screening kits shall enable such screening to be carried out. These kits shall be able to provide quick results, often within minutes or hours, compared to the days required by conventional laboratory testing. The kits should offer minimum sampling and extraction protocol without use of heavy equipment or detection systems, which shall make them accessible in various settings, including Mobile Food Testing Labs (MFTL’s)".

1.3 Pesticide residue Screening is a process that identifies the pesticide residue levels in food products through an in-depth chemical and microbiological analysis that gives food manufacturers and producers confidence in their product ingredients.

1.4 Since major producers rely on pesticides to keep their crops free from pests, pesticide Screening becomes crucial. This Screening **helps maintain allowable levels of pesticides in food, ensuring they are low enough to not pose a risk to human health and emphasizing the welfare of consumers.**

2. Technical Details:

2.1 The specifications of the Pesticide Screening Kit are as under:-

Sl.No.	Specification	Requirement
1	Application	Rapid detection of Pesticides in different food matrices
2	Technology	Kits shall be paper strip based method involving minimal extraction protocol without any need for heavy equipment/detection system, hazardous chemicals, time consuming procedures etc.
3.	Magnitude of Kit	The apparent magnitude of kit though not specific, shall be portable, small enough to be placed in FSW vehicle and shall be stable to withstand vibrations/shear stress during movement of vehicle.
4.	Kit Capacity	Rapid kit shall have a capacity of testing 75 to 150 samples.
5.	Kit capability	Rapid kit shall be capable of screening at least 40 to 45 Pesticides in a single run.

6.	Food Matrices to be tested	Rapid Kit shall be able to test, at least any 3 food matrices.
7.	Shelf Life	Rapid kit shall have a shelf life of minimum 6 months at storable conditions for eg. temperature from 2 °C to room temperature.
8.	Validation Certificate	Rapid Kit shall possess any National/International validation certificate.
9.	References	List of minimum 3 users from Laboratories/Organisation/FBOs' with contact details and document evidence to be provided.
10.	Auxiliaries	Any auxiliary equipment such as vortex, microfuge, Dry Bath Incubator (block heater) etc. required as per the procedure shall be supplied by the vendor along with the kit.
11.	Accessories	Any accessories associated with the Kit shall be supplied by the vendor at free of cost
12.	Warranty	Minimum one year or shelf life period, whichever is applicable shall be covered under warranty including auxiliary equipment.
13.	Training	The supplier will have to carry out a training/demo to the user (Mobile food testing labs (where ever the system has to be installed)) User, Technical and Maintenance manuals in English language shall be provided along with SOP for the complete operation of the kit

3. **Delivery Period**– Delivery period for “Procurement of Pesticide Screening Kits” and its satisfactory delivery to the designated Nodal Officer would be **45 days** from the date of issue of Supply Order. **The details of Nodal Officers for MFTLs is attached at Annexure 3 to this RFP.** Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Order delivery period. Extension of Supply Order delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages(LD) clause.

4. **Penalty for delay in supplies / Installation/Services :**

In the event of delay in “Procurement of Pesticide Screening Kits” and its satisfactory delivery to the designated Nodal Officer beyond the stipulated date (i.e. 45 days from the date of issue of Supply Order):

- a. The Bidder will inform **FSSAI** well in advance in writing the reasons for delay in supply and/or delivery of the equipment.
- b. **FSSAI** shall have the right to recover liquidated damages at the rate of 0.25% of the Value of the equipment per day, by which the supplies or their satisfactory installation and commissioning is delayed subject to a maximum of 10%. Once the maximum is reached **FSSAI** may consider termination of the supply order.
- c. The successful bidder shall pay a penalty equivalent to **0.5 %** of the order value of the equipment for every week or part thereof delay **in rectifying the defect.**

Note: The right to accept the reason(s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of FSSAI.

5. **Consignee Details.** The details of Nodal Officers of States/UTs (especially for management of the MFTL's) is attached at Annexure 3 to this RFP. The kits are required to be delivered to the concerned Nodal Officer of the MFTL's. The acknowledgement for receiving of the kit (from the concerned Nodal Officer) is required to be submitted alongwith the invoice for settlement of the claim. Further, the list of new Nodal Officers for the remaining MFTL's will be shared as and when the same will launched by the concerned States/UTs.

7. **Eligibility Criteria for Pre-Qualification of Bidders.** The Bidder must satisfy each of the criteria of the Technical Bid, as specified in the RFP with supporting documents, in order to qualify for Technical Bid and consideration and evaluation of its Financial Bid:

- Should have an independent legal entity. A certificate of incorporation along with Memorandum of Association must be attached with the Technical Bid.
- Should have an Average Annual financial turnover, during each of the last three years i.e. 2019-20, 2020-21 and 2021-22 should not be less **than Rs. 45,00,000 (Rs. Forty Five Lakh Only)**. Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted along with the Technical Bid. Bidders should also enclose notary attested copy of IT returns filed for the last three financial years, notary attested audited copy of audited accounts, balance sheet etc.
- Bidder must have valid GST Registration Certification. A copy of the certificate should be enclosed with the Technical Bid.
- Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical Bid.
- Bidders are required to submit Bank Solvency Certificate of Rs. 45,00,000/- (Rs. Forty Five Lakh only) issued not earlier than 3 months from the date of issue of this bid.
- Should have experience of similar nature of services and should be in this field for a period of not less than 02 years.
- Satisfactory Performance certificate issued by Buyer Organization for the above period should be uploaded with bid.
- Should not have been barred by any government agency. An undertaking, in this respect, is required to be submitted along with the application.
- Bidder should also provide general information as per. **Annexure 6**
- Any other details, as considered necessary, may also be provided.
- Non- receipt of above mentioned documents may lead to rejection of the bid submitted by the bidder.

8. **Two-Bid System.** The quotation must be submitted by the bidder under two –bid system i.e. Technical-Bid and Commercial Bid to be submitted on CPPs e-Procurement portal. Format of Technical Bid is at para 11 of the RFP. The documents mentioned in para(s) 7 and 11 should be enclosed with the Technical –Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement as per **Annexure 7**.

9. **Other terms and Conditions:**

- (a) All the terms and conditions in respect of warranty/guarantee, etc. shall be complied with.
- (b) Technical Specifications and Standards: - The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in **para 2 of Part-II** of this document.

10. **Amendment of tender documents:**

- (a) At any time prior to the dead line for submission of Tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.
- (b) The amendments shall be published on the website and CPP portal, and the tender shall submit copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- (c) The Tender Inviting Authority shall not be responsible for failure to inform the prospective bidders for any notices published related to each tender. Bidders are requested to browse the website of the Tender Inviting Authority and CPP portal for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

11. **Bid Form**

TECHNICAL BID FORM (A)

1.	Tender to be submitted on	CPP's e-Procurement portal
2.	Closing date and time for receipt of Tenders.	1600 hrs on 29.09.2023
3.	Time, date & place of opening of Technical Bids	1700 hrs on 29.09.2023
4.	Schedule of Requirements and other Technical features as contained in Part II of the RFP	Complied / Not complied
5.	Should have an independent legal entity. A certificate of incorporation along with Memorandum of Association must be attached with the Technical Bid.	Enclosed / Not enclosed
6.	Should have an Average Annual financial turnover, during each of the last three years i.e. 2019-20. 2020-21 and 2021-22 should not be less than Rs. 45,00,000/- (Rs. Forty-Five Lakh) . Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted along with the Technical Bid. Bidders should also enclose notary attested copy of IT returns filed for the last three financial years, notary attested audited copy of audited accounts, balance sheet etc	Enclosed / Not enclosed
7.	Bidder must have valid GST Registration Certification. A copy of the certificate should be enclosed with the Technical Bid.	Enclosed / Not enclosed
8.	Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical Bid.	Accepted / Not Accepted
9.	Bidders are required to submit Bank Solvency Certificate of Rs. 45,00,000/- (Rs. Forty Five Lakh only) issued not earlier than 3 months from the date of issue of this bid.	Enclosed / Not enclosed
10.	Should have experience of similar nature of services and should be in this field for a period of not less than 02 years. Satisfactory Performance certificate issued by Buyer Organization for the above period should be uploaded with bid.	Enclosed / Not enclosed
11.	Should not have been barred by any government agency. An undertaking, in this respect, is required to be submitted along with the application.	Enclosed/ Not enclosed
12.	Bid Security Declaration as per para 6(iii) of Part I of the RFP (Annexure-9)	Enclosed / Not enclosed

Signature of Bidder _____

Name in Block letters _____

Capacity in which signed _____

Stamp of the Firm

Date _____

TECHNICAL BID FORM (B)

The bids of only the technically qualified bidders will be eligible for consideration for opening of financial bid. The technical bid of the bidders will be evaluated on the basis of specification of the offered model vis-à-vis the prescribed specification given below:

Sl.No.	Specification	Requirement	Compliance YES/NO
1	Application	Rapid detection of Pesticides in different food matrices	
2	Technology	Kits shall be paper strip based method involving minimal extraction protocol without any need for heavy equipment/detection system, hazardous chemicals, time consuming procedures etc.	
3.	Magnitude of Kit	The apparent magnitude of kit though not specific, shall be portable, small enough to be placed in FSW vehicle and shall be stable to withstand vibrations/shear stress during movement of vehicle.	
4.	Kit Capacity	Rapid kit shall have a capacity of testing 75 to 150 samples.	
5.	Kit capability	Rapid kit shall be capable of screening at least 40 to 45 Pesticides in a single run.	
6.	Food Matrices to be tested	Rapid Kit shall be able to test, at least any 3 food matrices.	
7.	Shelf Life	Rapid kit shall have a shelf life of minimum 6 months at storable conditions for eg. temperature from 2 °C to room temperature.	
8.	Validation Certificate	Rapid Kit shall possess any National/International validation certificate.	
9.	References	List of minimum 3 users from Laboratories/Organisation/FBOs' with contact details and document evidence to be provided.	
10.	Auxiliaries	Any auxiliary equipment such as vortex, microfuge, Dry Bath Incubator (block heater) etc. required as per the procedure shall be supplied by the vendor along with the kit.	
11.	Accessories	Any accessories associated with the Kit shall be supplied by the vendor at free of cost	
12.	Warranty	Minimum one year or shelf life period, whichever is applicable shall be covered under warranty including auxiliary equipment.	
13.	Training	The supplier will have to carry out a training/demo to the user (Mobile food testing labs (where ever the system has to be installed)) User, Technical and Maintenance manuals in English language shall be provided along with SOP for the complete operation of the kit	

Note 1: The bidder has to provide the all the consumables including Vortex, Microfuge, Dry Bath Incubator (block heater) etc. alongwith the kit.

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 concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Tender Inviting Authority (i.e. Buyer). Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **Law:** The agreement shall be considered and made in accordance with the law of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.

3. **Award of Contract:** The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after financial bid opening.

4. **Effective Date and Period of the Contract.** The contract shall be effective from the date of award of the contract by FSSAI for a period of 03 years or until the completion of the obligations of the parties under the contract, whichever is later. The deliveries and supplies and performance of the services shall commence from the date of the receipt of supply order by successful bidder.

5. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per the Arbitration and Conciliation Act, 1996 of India. Venue of Arbitration shall be the place from where the contract has been issued i.e. New Delhi, India.

6. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

7. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Order with the Government of India/FSSAI for a minimum period of five years.

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

10. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases: -

- a. The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
- b. The Seller is declared bankrupt or becomes insolvent.
- c. The delivery of material is delayed due to causes of Force Majeure by more than (04 months).
- d. The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.

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

12. **Transfer and Sub-letting:** The seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Empanelment contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Empanelment Contract or any part thereof.

13. **Patents and other Industrial Property Rights:** The prices stated in the present Empanelment 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 Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments**: No provision of present Empanelment 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 Empanelment Contract.

15. **Taxes and Duties**

(i) **General**

- a. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bid will be taken into account in the ranking of bids.
- b. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.
- c. Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, Octroi/entry tax, GST etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.
- d. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, Octroi/entry tax, GST etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **GST**

- a. If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.
- b. On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the Supply Order.

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

- a. Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
- b. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV- SPECIAL CONDITIONS OF RFP

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

2. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee from a commercial bank or online payment, for a sum equal to **5%** 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 be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial Bank, Bank Guarantee (including e-Bank Guarantee) from a Commercial Bank or online payment in an acceptable form. The specimen of PBG is given in **Annexure-10** 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.

3. **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.

4. **Issue of Supply/Work Order :** Work Order will be issued to the successful agency on signing of contract and submission of the Performance Guarantee. FSSAI may issue the Supply Order/Work Order in parts, if deemed necessary.

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

S.N.	Amount to be paid, INR	Condition(s) for release
1	100% Payment	On successful delivery of the equipment. (The successful agency has to attach the acknowledgement receipt received from the user Nodal Officer of the concerned States/UTs.

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

- a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking of the Central or State government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
- b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Buyer and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.
- c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and of sub-para (ii) above details of which -”.

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

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

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

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

(i) Such default.

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

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

7. **Force Majeure clause:** -

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. If the impossibility of complete or partial performance of an obligation lasts for more than 4 (four) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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

9. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller’s country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be

mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

10. **Warranty/Training:** The Seller has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The seller shall provide training for optimum use of equipment during the warranty period, if desired.

(a) During the Warranty period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under Warranty at the current location of the equipment/system.

11. **Indemnification.** The Seller shall, at all times, indemnify and keep indemnified the Buyer, free of cost, against all claims which may arise in respect of goods & services to be provided by the Seller under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

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

The Seller/its Indian Agent/ shall at all times, indemnify and keep indemnified the Buyer/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under Comprehensive Warranty/ CAMC.

13. **Special conditions:**

- (i) The bidder has to arrange supply of equipment/material as per the technical specification mentioned in para 2 of Part II of RFP.
- (ii) The bidder has to provide the after sales support for the equipment/material and other works done.
- (iii) Onsite performance evaluation of the equipment may be carried out for those who qualify in the technical bid.
- (iv) The bidder will ensure that the equipment is properly insured for 110% of the order value to cover the transit upto site of installation of the equipment.
- (v) Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

PART V- EVALUATION CRITERIA & FINANCIAL BID ISSUE

1. **Evaluation Criteria**- The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Tender Inviting Authority with reference to the technical characteristics mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.
 - (c) The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Technical Evaluation Committee constituted by the Tender Inviting Authority.
 - (d) The Technical Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
 - (e) The decisions of the Technical Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be informed.
 - (f) The Financial Bids of only those Bidders will be opened whose Technical Bids are cleared after technical evaluation.
 - (g) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Financial Format given at Para 2 below.
 - (h) The Lowest Acceptable Bid will be considered further for placement of Supply order after complete clarification and price negotiations as decided by the Tender Inviting Authority.
 - (i) Any other criteria as applicable to suit in a particular case.

2. **Financial Bid Format**: The Financial Bid Format is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP (Annexure-8) :-

Note1:

- a. The financial bid has to be punched on .xls file provided in CPP Portal and has to be signed by the authorized representative of the bidder with full name designation and seal. The above quote should include Clearing and Transportation charges.
- b. Explanatory notes, if so desired, can be separately submitted along with the financial bid but financial bid in the above format is required to be submitted.

Signature of bidder _____

Name in Block letter _____

Date _____

Capacity in which Signed _____

Declaration Form

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

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

Signature and Seal of the Bidder
Name in capital letters with Designation

NOTE:

1. This should be submitted on the letter head of the bidder company/firm.

Specification for Pesticide Screening Kit

Sl.No.	Specification	Requirement
1	Application	Rapid detection of Pesticides in different food matrices
2	Technology	Kits shall be paper strip based method involving minimal extraction protocol without any need for heavy equipment/detection system, hazardous chemicals, time consuming procedures etc.
3.	Magnitude of Kit	The apparent magnitude of kit though not specific, shall be portable, small enough to be placed in FSW vehicle and shall be stable to withstand vibrations/shear stress during movement of vehicle.
4.	Kit Capacity	Rapid kit shall have a capacity of testing 75 to 150 samples.
5.	Kit capability	Rapid kit shall be capable of screening at least 40 to 45 Pesticides in a single run.
6.	Food Matrices to be tested	Rapid Kit shall be able to test, at least any 3 food matrices.
7.	Shelf Life	Rapid kit shall have a shelf life of minimum 6 months at storable conditions for eg. temperature from 2 °C to room temperature.
8.	Validation Certificate	Rapid Kit shall possess any National/International validation certificate.
9.	References	List of minimum 3 users from Laboratories/Organisation/FBOs' with contact details and document evidence to be provided.
10.	Auxiliaries	Any auxiliary equipment such as vortex, microfuge, Dry Bath Incubator (block heater) etc. required as per the procedure shall be supplied by the vendor along with the kit.
11.	Accessories	Any accessories associated with the Kit shall be supplied by the vendor at free of cost
12.	Warranty	Minimum one year or shelf life period, whichever is applicable shall be covered under warranty including auxiliary equipment.
13.	Training	The supplier will have to carry out a training/demo to the user (Mobile food testing labs (where ever the system has to be installed)) User, Technical and Maintenance manuals in English language shall be provided along with SOP for the complete operation of the kit

(Details of Nodal Officers)

S. No.	State/UT	Name and contact details of Nodal Officer
1.	Andaman & Nicobar	I. Mr. N. R. Nair District Food Safety Officer & Designated Officer (Food Safety), DC's Office, South Andaman- 744102 Phone No. 09434297929 Email: anicfs2013@gmail.com , dcandaman2016@gmail.com
2.	Arunachal Pradesh	Mr. Lokam Mangha Assistant Food Controller, Food Safety Unit, Directorate of Health Services, Naharlagun – 791110, Papum Pare (Arunachal Pradesh) Mobile No.: 09436288339 Email: arunachalfoodsafety@yahoo.co.in
3.	Assam	Mr. Anupam Gogoi Food Analyst State Public Health Laboratory, Bamunimaidam, Guwahati-21, Assam Mobile No.: 08473882511 Email: foodanalyst@sphlassam.org
4.	Bihar	Dr. Mahendra Pratap Singh In charge-Food Analyst, Combined Food & Drugs Laboratory, Agamkuan, Patna- 800007 Mobile No: 9430030897 Email: mpratap19@gmail.com
5.	Chandigarh	Mr. Sukhwinder Singh Designated Officer, Department of Food Safety & Standards, Govt. Multispecialty Hospital, Sector-16, Chandigarh Phone: 09779036660, 98827404976 Email: s.sukhwinder@gmail.com Copy to- secyhealth-chd@chd.nic.in
6.	Chhattisgarh	Dr. Rajesh Shukla Assistant Commissioner Office of the Food and Drugs testing laboratory, Kalibadi, in front of Municipal office, Raipur, Chhattisgarh- 492001 Mobile No: 09479039832/ Email: fdtlcg@gmail.com , controllerraipur@gmail.com
7.	Dadra and Nagar Haveli	Dr. V.K. Das Director (DO) Shri Vinoba Bhawe Civil Hospital, Dadra and Nagar Haveli, Silvassa Phone no: 0260-2642940, 09904405701 Email: vkdas511@gmail.com
8.	Delhi	Mr. V. D. Joshi Food Analyst, Food Laboratory, Department of Food Safety, Govt, Of NCT Of Delhi, A-20 Lawrence Road, Industrial Area, New Delhi-110035 Phone: 09899016859 Email: foodlabpfa@gmail.com
9.	Goa	Mr. Chandrakant Kambli Senior Scientific Officer/ Food Analyst, Food and Drug Laboratory, Bambolim, Goa- 403202 Mobile no.: 08322459229 Email: off-dfda.goa@nic.in , sftlgoa@gmail.com

10.	Gujarat	<p>FSO Dhaval Ashok Bhai, 9924029483 Office of the Commissioner, Food and Drug Administration, Dr. Jivraj Mehta V Bhawan, Block no. 8, 1st Floor, Gandhinagar-382010, Gujarat</p> <p>Email: dhaval.a.bhavsar@gmail.com, comfdca@gujarat.gov.in, rohika2003@gmail.com</p> <p>Mr. C. S. Gohil Designated Officer (State), HQ, Office of the Commissioner, Food and Drug Administration, Dr. Jivraj Mehta V Bhawan, Block no. 8, 1st Floor, Gandhinagar-382010, Gujarat</p> <p>Mob: 9825274083, 9825452554, 8866532270, Email- dogujarat@yahoo.com</p>
11.	Haryana	<p>Ms. Manisha Bora Public Analyst, State food excise and water testing lab, Chandigarh Sector -11D, Chandigarh, Haryana Mobile no.: 09467404827 Email: statefoodlab@gmail.com, haryanafda@gmail.com</p>
12.	Himachal Pradesh	<p>Mr. L. D. Thakur Designated Officer, Directorate of Health Safety and Regulation, Government of Himachal Pradesh, Block -6, SDA Complex, Kasumpti, Shimla-171009</p> <p>Mobile No: 09418484412, 9816084412, Email: ldthakurdo@gmail.com</p>
13.	Jammu and Kashmir	<p>Shri. Firdous Ahmad Ahangar Food Safety Officer, UT (Hqrs) Drugs & Food Control Organization From May-Oct Civil Secretariat, Srinagar, J&K From Nov-April Civil(mini) Secretariat, Jammu, J&K Mobile no.: 07006773447 Email: cfsjandk@gmail.com ; cfsjandk.fnd@jk.gov.in, ibn.e.gayum@gmail.com;</p>
14.	Jharkhand	<p>Mr. Chaturbhuj Meena Food Analyst, State Food & Drug Laboratory, Namkum, Ranchi Tata Road, Ranchi – 834010 Mobile No: 09826444913 Email: chaturbhujmeena2@gmail.com</p>
15.	Karnataka	<p>Dr. Harishwar. C.E, DC (Squad) , Food Safety and Standards Commissionerate Public Health Institute Premises, Seshadri Road, K. R Circle. Bengaluru-01 Mobile no: 9845982708 Email: dcsquadkar@gmail.com , cfafoodlab@gmail.com karfssadc@gmail.com</p>

16.	Kerala	Mrs. Manju Devi Chief Government Analyst, Office of the commissioner of food Safety, Thycaud, Thiruvananthapuram- 695014 Mobile no. 08943346180 Email: foodsafetykerala@gmail.com , galtvpm@gmail.com
17.	Madhya Pradesh	Mr. Abhishek Dubey Joint Controller, Food and drugs Admn., Idgah Hills, Bhopal, Madhya Pradesh Phone no.- 09407268435 Email: fda.bhopal@gmail.com , fdampbhopal@gmail.com
18.	Maharashtra	1. Ms. Sangita Raghvendra Thakur, Assistant Director Food and Drug Administration, M.S. Survey No. 341, Bandra Kurla Complex, Bandra(E), Mumbai- 400051 Mobile No: 09870166900 Email id: sangitathakur333@gmail.com , jcfoodhq18@gmail.com 2. Shri M.S. Kembalkar, Assistant Commissioner (Food), Kohlapur Office of Assistant commissioner, Food and Drug Administration 852/8, Raghukul, B Ward, Subash Road, Kohlapur-416012 Mobile No: 09822041128 Email id: ackohlapur@gmail.com 3. Aurangabad- Ms. Anagha Sukinkar Mobile No: 9967288161 Email id: Addcl_aurg@yahoo.co.in
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20.	Meghalaya	1. Mr. S N Sangma Joint Commissioner Food Safety, Health Complex, Laitumkhrah, Shillong-793003 (Meghalaya) Phone/ Fax No: 09436112117 Email: sangma.dafs@gmail.com 2. Shri O D Sangma, Deputy Commissioner of Food Safety, Health Complex, Laitumkhrah, Shillong-793003 (Meghalaya) Mobile No. 9436330953. Email id: odsangma@gmail.com
21.	Nagaland	Ms. KhrukutoluVeswuh Food Analyst State Public Health Laboratory, Merhuliesta Colony, Near CMO Office, Kohima, Nagaland Mobile No: 09436005608 Email: sphl_pfa@rediffmail.com , fssanaga@gmail.com
22.	Odisha	Mr. Janmejaya Digal Analytical Chemist Office of: Dy Director cum Food Analyst, State Public Health Laboratory, In front of Ram Mandir, Convent Square, Bhubaneswar – 751001 Mobile no.: 9438019118 Email: statephlab1956@gmail.com

23.	Puducherry	Dr. S.D. Balakrishnan Biochemist of the Dept. of Food & Drugs testing, Indira nagar, Gorimedu, Puducherry – 605006 Mobile no.: 09443214269 Email: sd.balakrishnan@gmail.com
24.	Punjab	Mrs. Ravneet Kaur Director Food and Drug Laboratory, Food & Drugs Administration, Near Civil Hospital, Kharar, Punjab Mobile no.: 09814430158 Email: publicanalystpunjab@gmail.com Mr. Khosla, Joint Commissioner, Mobile no.9814154620 Email id: foodpunjab22@gmail.com
25.	Rajasthan	Mr. Pankaj Kumar Office of chief Food Analyst, State Central Food Laboratory, Jaipur, MandirMarg, Sethi Colony, Japiur-302004 Mobile no.: 09352002483 Email: chief.public.analyst@gmail.com pankajphl063@gmail.com , fssa.2006@yahoo.com 1) Jaipur – Dr Khel Shankar Bhardwaj, Joint Director zone- Jaipur, 9461581622 2) Jodhpur- Dr Yogeshwar Prasad, Joint Director zone- Jodhpur, 09928599345 3) Kota- Dr Satish Khandelwal, Joint Director, 9672142201 4) Ajmer- Dr Inderjeet Singh, Joint Director, 9001990600 5) Udaipur- Shri Ravi Sethi, Food Analyst, Public Health laboratory, Udaipur- 8890017929 & Joint Director- Medical and health services, zone Udaipur. 6) Bharatpur- Neetu Gupta, FA, Public Halth laboratory, Bharatpur-9351541990 7) Bikaner- Inderjeet Adetiya, FA, Public health laboratory, Bikaner- 9929637386
26.	Sikkim	Mr. N.R. Gurung Joint Director State Food Laboratory, HC, HS & Family Welfare Department, Government of Sikkim, Singtam - 737134, Sikkim Mobile No: 09434024311 Email: nawatnagurung@gmail.com,
27.	Tamil Nadu- FSW at Guindy, Thanjavur, Madurai, Coimbatore, Salem, Palayamkottai	TNFS Director & AC Devaparthasarathy 9444167195
28.	Tripura	Mr. Santanu Biswas Food Analyst, Regional Food Laboratory, Pt. Nehru Complex, Gurkhabasti, Agartala - 799006 Mobile No: 09612255995 Email id: sftl.tripura@gmail.com , fssaitripura@gmail.com

29.	Uttarakhand	<p>Shri R.S. Kathayat Deputy Commissioner Food and drug testing laboratory Rudrapur, Udham Singh Nagar</p> <p>Email- sdftlusn@gmail.com Mobile no. 9411305686</p>
30.	Uttar Pradesh	<p>Mr. Vinit Kumar Yadav Assistant Commissioner (Food) Food Safety and drugs Administration, Government of Uttar Pradesh, Sector-C, Aliganj, Lucknow, Uttar Pradesh-226021 Mobile No: 09415480511 Email: fdaupgov@gmail.com</p>
31.	West Bengal	<p>Mr. Bappaditya Banerjee Chemist, West Bengal Public Health Laboratory Mobile No: 9477252529 Email: bappadityabanerjee09@gmail.com, jcfswestbengal16@gmail.com</p>
32.	West Bengal	<p>Mr. Bappaditya Banerjee Chemist, West Bengal Public Health Laboratory Mobile No: 9477252529 Email: bappadityabanerjee09@gmail.com, jcfswestbengal16@gmail.com</p>

CERTIFICATE OF GUARANTEE/WARRANTY

- i. I/We certify that the standard guarantee/warranty shall be for a period of 12 months or shelf life of the equipment whichever is applicable shall be covered under warranty including auxiliary equipment. The warranty shall start from the date of satisfactory delivery of the equipment. During the guarantee/warranty period. I/we shall provide free “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/warranty shall begin only from the date of satisfactory and faultless functioning of the equipment for 60 days **at the place designated by FSSAI**. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your organization.
- ii. Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the equipment in good working conditions for a period i.e. 90% **uptime** in a block of 365 days.
 - a. All the complaints will be attended by us within 02 working days of receipt of the complaint in our office.
 - b. In case there is delay of more than 02 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
 - c. **Penalty:** We shall pay a penalty equivalent to **0.5 %** of the order value of the equipment for every week or part thereof delay in rectifying the defect.

Note: The right to accept the reason (s) for delay and consider reduction or waive off the penalty for the same shall be at the sole discretion of FSSAI/State Food Commissioners or any office designated by FSSAI

- iii. We undertake that all the spares/consumables related to equipment & exclusively supplied by manufacturer/supplier of the equipment shall be covered under warranty. Nothing shall be payable on account of these items during warranty by the Buyer.
- iv. We certify that the equipment being/quoted is the latest model.
- v. We guarantee that in case we fail to carry out the maintenance within the stipulated period, **at the place designated by FSSAI**, reserves the right to get the maintenance work carried out at our risk, cost and responsibility. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- vi. We shall try to repair the equipment **at the place designated by FSSAI** itself. However, the equipment will be taken to our site on our own expenses in case it is not possible to repair the same **at the place designated by FSSAI**. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the equipment is rehabilitated to the **place designated by FSSAI** after repairs Any loss of equipment or its accessories under its charge on account of

theft, fire or any other reasons shall be at our sole risk and responsibility which will be compensated to the Buyer for such losses at the order value for the damaged/lost equipment/part, including accessories.

- vii. We guarantee that we will supply spare parts, beyond warranty/guarantee period if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price.
- viii. We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- ix. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

1. Authorized signatory
(with seal)
Date

2. Authorized Signatory
(with seal)
Date

NOTE:

- 1. This should be submitted on the letter head of the bidder company/firm.

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body. Any partner or shareholder thereof is not directly or indirectly connected with or has any subsisting interest in business of my/our firm.

DEPONENT

Address _____

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Dated:

DEPONENT

(Note: To be furnished on Rs.50/- non-judicial stamp paper duly attested by the Executive Magistrate/Notary Public/Oath Commissioner.)

General Information about the Bidder

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

Signature and Seal of the Bidder

Name in capital letters
with Designation

COMPLIANCE SHEET

Specifications as per indent (point wise)	Compliance of the quoted model	Compliance of alternate model, if any	Remarks (Deviations)

Place:

Signature and seal of the Manufacturer/Bidder

Date:

NOTE:

1. This should be submitted on the letter head of the bidder company/firm.
2. Compliance statement should be supported with the printed catalogue mentioning page number and clearly highlighting the required tender specifications in the catalogue.
3. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations"

Furnishing of wrong statement may lead to debar from the future purchases of FSSAI.

FORMAT OF FINANCIAL BID

[As per instruction]

Tender No.

TITLE: for RFP for PROCUREMENT OF PESTICIDE SCREENING KITS TO BE USED IN MOBILE FOOD TESTING LABS (MFTL's) as per the Scope of Work.

Name and Address of the Vendor:

Cost Quoted:

S. No	Particulars/Description of Equipment Required	Cost of the Equipment (in INR) [Including GST]
(A)	Pesticide Screening Kit (100 Tests) to be used in Mobile Food Testing Labs (MFTL's) Alongwith (i) Dry Bath Incubator (Block Heater) (ii) Micro Centrifuge (iii) Vortex Mixer (Technical Specifications as per Annexure-2)	

Note 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.

Note 2: The selected agencies /firm have to enter into an agreement with FSSAI incorporating deliverable, service level, payment term

BID SECURITY DECLARATION

Note: To be submitted as part of Technical bid, along with supporting documents, if any.

Submit as Form IX as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

To

The CEO, FSSAI, through

FSSAI

[Complete address of the Authority]

Ref: Bid Number _____ Dated _____ and RFP for _____

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender in FSSAI for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the Authority:
 - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of the bid validity or any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name& address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

DATE:.....

Performance SecurityFORM OF BANK GUARANTEE FOR PERFORMANCE
SECURITY

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

1. (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 **PROCUREMENT OF PESTICIDE SCREENING KITS TO BE USED
IN MOBILE FOOD TESTING LABS (MFTL’s) (PAN INDIA BASIS)** 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 form the FSSAI to indemnify the
FSSAI for any liability of damage resulting from any defects of 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 of 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 _____