

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF FOOD SAFETY MAGIC BOX
BY FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**
(Open Tender enquiry)

Request for Proposal (RFP) No. 03/2018-19

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

Dated the 04th December, 2018

The Food Safety and Standards Authority of India (hereinafter called "The Authority") invites tender on Two-Bid system for procurement of **Food Safety Magic Box**.

2. Bids under Two bid system (Technical Bid and Commercial Bid) in sealed covers are invited for "**PROCUREMENT OF FOOD SAFETY MAGIC BOX BY FSSAI**". Please super scribe the above mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid. Please also super scribe 'Technical Bid and 'Commercial Bid' on the respective covers:

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

- | | | |
|---|---|--|
| (a) Queries to be addressed to | : | umesh.jain@nic.in |
| (b) Postal Address for sending the Bids | : | Joint Director (Quality Assurance)
Food Safety and Standards
Authority of India, FDA Bhawan,
Kotla Road, New Delhi-110002 |
| (c) Name/designation of contact person | : | Umesh Kumar Jain
Joint Director (Quality Assurance) |
| (d) Telephone No. | : | 011- 23237419 |
| (e) Last Date and Time for Receipt of Tenders | : | 26 Dec 2018 at 1100 Hrs |
| (f) Date and Time of Opening of Tenders | : | 26 Dec 2018 at 1130 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 Price Bids/Commercial Bids.

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

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

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

PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. **Last date and time for depositing the Bids:** 26 Dec 2018 by 1100 Hrs. The sealed quotations under two bid system (i.e. Technical Bid & Commercial Bid) in sealed covers should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed quotations should be dropped in the Tender Box marked for the said purpose by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Location of the Tender Box:** Reception Office, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
4. **Time and date for opening of Bids:** The tender box will be opened on 26 Dec 2018 at 1130 hrs. (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).
5. **Place of Opening of the Bids:** Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System:** In case of the Two-Bid System, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like PAN, GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Tender Inviting Authority in writing about the clarifications sought not later than the date and time of pre bid meeting. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.fssai.gov.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for have been properly received in time by the Tender Inviting Authority.

9. **Pre-Bid Conference:** All clarifications are to be resolved in the Pre-Bid Conference on **10 Dec 2018** at **1100hrs** in **Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002** prior to submission of bids.

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

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

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

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

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) in favour of **Senior Accounts Officer, FSSAI** for an amount of **1,00,000/- (Rupees One Lakh Only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D) or National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items/services required is as follow :-

Ser. No.	Items	Qty
1	FOOD SAFETY MAGIC BOX WITH CARRYING BAG	1000

2. **Technical Details:**

SPECIFICATION OF FOOD SAFETY MAGIC BOX

- (A) **The Magic Box should be made of 6mm to 8mm Plastic sheet**

Box size: 11.5inch x 8.5inch x 8.5inch

- (B) **Carrying Bag:**

Size of Carrying Bag for Boxes: 12inch x 9inch x 9inch

1. Material used for bag: Gold Cloth

2. Nylon belt: 1.5 inch width

3. One Helmet lock

4. One Adjuster Lock

5. One D capsule

6. Inside and Outside Astar

7. Fibre Sheet for Stiffness of Bag

8. 10 number zip (length: 47 inch)

9. 10 number zip runner

10. Sponge

- (C) **Chemicals to be provided with each Box:**

1. Iodine Solution : 500ml

2. Rectified Spirit : 200ml

3. Bromocresol Purple : 5g

4. Phenolphthalein Indicator bottle: 100ml

5. Zinc Chloride : 20g

6. Liquid Paraffin : 500ml

(D) Instruments to be provided with each Box:

1. Powerful bar magnet(02 inches)	-	01 pair
2. Filter paper	-	100Nos
3. Blotting paper	-	01sheet
4. Turmeric Paper	-	01Packet
5. Beaker (50ml) (Borosilicate)	-	01No
6. Measuring cylinder(Plastic) (25ml)	-	01No
7. Spirit Lamp(Stainless steel)	-	01No
8. Lactometer(Glass)	-	01No
9. Cotton (30gm)	-	01No
10. Spatula(06 inch stainless Steel)	-	01No
11. Glass plate (2"x2")	-	01No
12. Test tubes (size : 15x150 mm)	-	06Nos
13. Hand gloves	-	01 Set
14. Safety Goggles	-	01No
15. Pasteur pipette	-	01No

DETAILS OF TESTS:

1. Detection of Added Water in Milk
 - a. Glass plate Method
 - b. Lactometer Procedure
2. Detection of Added Starch and Cereal Flours
3. Detection of Detergents in Milk
4. Detection of Pulverised Soap in Milk
5. Detection of Preservatives added to the Milk
 - a. Boric Acid and Borate in Milk

6. Milk Products (Cream, Dahi, Khoa, Butter, Ghee and Cheese Etc.)
 - a. Detection of Thickeners in Mashed Potatoes, Sweet Potatoes and other starches in ghee and butter
7. Edible Oils and Fats
 - a. Detection of Adulteration in Coconut Oil
8. SPICES AND CONDIMENTS
 - a. Detection of Dried Tendrils of Maize Cob in Saffron
9. DETECTION OF ADULTERANTS
 - a. Iron filling in Tea Leaves and Wheat flour
 - b. Artificially colored Tea dust Mixed with Genuine Tea or Used
 - c. Malachite Green in Green Vegetables
 - d. Mineral Acid in vinegar/Carbonated Beverages
10. Sugar Solution in Honey
11. Chalk Powder in sugar/pithy sugar/jiggery
12. All tests mentioned in DETECTION ADULTERATION WITH RAPID TEST(DART). Details available at website of FSSAI <https://fssai.gov.in/home/capacity-building/FSSAI-Books.html>.

Note : Magic Box should contain material/chemical for above mentioned tests atleast 50 times. Delivery has to be made within 30 days

3. **Delivery Period** – Delivery period for supply of items would be **45 days** from the date of issue of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered 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:** In the event of delay in supply of the Magic Box to the satisfaction of the **FSSAI** beyond the stipulated date:

- a. The Bidder will inform **FSSAI** well in advance in writing the reasons for delay in supply and/or installation 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.

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.** Food Safety Magic Boxes have to be delivered by the successful bidder at various locations PAN India.

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

(a) Bidders should enclose copy of IT returns filed for the last three financial years, notary attested audited copy of audited accounts, balance sheet, annual report etc.

(b) Bidder must have valid GST Registration Certification. A copy of the certificate should be enclosed with the Technical Bid.

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

(d) Demand Draft/Pay Order of Rs. 1,00,000/- (Rupees One Lakh only) toward Earnest Money drawn in favour of Senior Accounts Officer, FSSAI should be submitted along with the Technical Bid.

(e) Bidders are required to submit Bank Solvency Certificate issued not earlier than 30 Nov 2018.

(f) Bidders who have been blacklisted / debarred by the Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender during the period of blacklisting. The bidder should enclose an undertaking to this effect alongwith the Technical Bid as per **Annexure II**.

(g) Any other details, as considered necessary.

(h) Non- receipt of above mentioned documents may lead to rejection of the bid submitted by the bidder.

7. **Two-Bid System.** The quotation must be submitted by the bidder under two –bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers.

8. **Other terms and Conditions:**

(a) All the terms and conditions in respect of warranty/guarantee, CAMC/AMC, 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.

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

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

9. **Amendment of tender documents:**

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

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

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

10. **Bid Form**

TECHNICAL BID FORM (A)

1	Tender to be submitted to	Joint Director(QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
2	Closing date and time for receipt of Tenders.	1100 hrs on 26 Dec 2018
3	Time, date & place of opening of Technical Bids	1130 hrs on 26 Dec 2018 in Conference Hall, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
4	Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
5	Schedule of Requirements and other Technical features as contained in Pat II of the RFP	Complied / Not complied
6	Bank Solvency Certificate (issued not earlier than 30 Nov 2018)	Enclosed / Not enclosed
7	Authenticated copy of PAN	Enclosed / Not enclosed
8	Authenticated copy of GST Regn.	Enclosed / Not enclosed
9	Tender Bid valid for acceptance up to 06 months from the date of opening of the commercial bid.	Accepted / Not Accepted
10	Annual Financial Turnover of the last three Financial years 2017-18, 2016-17 and 2015-16.	Enclosed / Not enclosed
12	An undertaking that the bidder has not been blacklisted/debarred by any State Govt./ Central Govt. Department/organization as per Annexure II.	Enclosed / Not enclosed
13	Declaration form as per Annexure I	Enclosed / Not enclosed
14	General Information about the Bidder as per Annexure III	Enclosed / Not enclosed

Stamp of the Firm

Signature of Bidder _____
 Name in Block letters _____
 Capacity in which signed _____
 Date _____

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 Supply Order 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 of the Contract.** The contract shall come into effect on the date of signature by both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

5. **Effective Date of the Supply Order:** The Supply Order shall come into effect on the date of its acknowledgment by the Seller and shall remain valid until the completion of the obligations of the parties under the Supply Order. The deliveries and supplies and performance of the service shall commence from the effective date of the Supply Order.

6. **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.

7. **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.

8. **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. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India/FSSAI.

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

11. **Termination of Supply Order:** The Buyer shall have the right to terminate this Supply Order 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.

12. **Notices** : Any notice required or permitted by the Supply Order 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.

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

14. **Patents and other Industrial Property Rights**: The prices stated in the present Supply Order 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.

15. **Amendments**: No provision of present Supply Order 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 Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

16. **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 authorised officer. Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

3. **Option Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 100% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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

S.N.	Amount to be paid, INR	Condition(s) for release
1	80 % of the cost of Magic Box	Upon presentation of the duly endorsed (by the user Authority) original documents by the Seller/Proof of Delivery/Acknowledgement of Delivery
2	Next 20% of the cost of Magic Box	Within 15 days of the receipt of request in writing from the Seller, accompanied by a certificate from the user Authority to the effect that the quantities ordered have been received; and that the equipment / items have been delivered as ordered

5. **Paying Authority :**

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

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink signed copy of commercial invoice/Seller's bill.
- iii. Copy of Supply Order and Contract.
- iv. CRVs in duplicate.
- v. Performance Bank guarantee /Indemnity bond where applicable.

- vi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/Supply Order).
- vii. Any other document / certificate that may be provided for in the Supply Order.
- viii. User Acceptance.

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking 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/organisation including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the 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/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and of sub-para (ii) above details of which -”.

7. **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.”

8. **Force Majeure clause :-**

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

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 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.

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

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

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

11. **Intellectual Proprietary Rights.** 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/CMC Provider 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.

12. **Special conditions:**

(a) The bidder has to arrange supply of equipment/material as per the technical specification mentioned in para 2 of Part II of RFP.

(b) 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 & PRICE 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 demonstration/presentation may also be conducted by Technical Evaluation Committee in which external experts from the User Institutions/funding agencies may be Invited.

(g) The price Bids of only those Bidders will be opened whose Technical Bids are cleared after technical evaluation.

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

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

(j) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures; the amount in words will prevail for calculation of price.

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

(l) The Bidders are required to spell out the rates of GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such

stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.

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

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

(a) Basic cost of the item/items:

Cost Details

Description	Qty	Cost (in INR) [excluding taxes/duties, etc.]
<i>Cost of Food Safety Magic Box</i>	1000	
<i>Charges for Delivery of Food Safety Magic Box at any/various locations in India</i>	1000	
<i>Total</i>		

Note 1: Cost should not include any applicable levies, taxes and duties. L-1 will be determined on the basis of the total cost.

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

Note 3:

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

Signature of tenderer _____

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.

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.)

Annexure: III

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 Bussiness (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 / Authorised signatory		

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