

26th May 2015

Dear Food Importers,

The FSSAI has developed its Standard Operating Procedures (SoP), detailing the step-by-step processes for clearance of food imports. We hope that the FBOs importing Food products find the same useful.

These SoPs may be reviewed from time to time. However, any change in the SoPs would be notified on the website for general information through an updated version thereof.

**Y. S. Malik
Chief Executive Officer**

**Standard Operating Procedure (SoP)
for online Food Import Clearance at FSSAI Ports**

1. Pre - requisites for imports:

The Importer shall possess:

- (i) a valid FSSAI Import License;
- (ii) a valid Importer Exporter Code (IE code) issued by Directorate General of Foreign Trade (DGFT);
- (iii) Product Approval (if the product proposed to be imported is non-standardised i.e. it is not in conformity with the food standards prescribed under the FSS Act and regulations thereunder);
- (iv) The Importing FBO submits an Authority Letter in favour of a Customs Handling Agent (CHA) to the FSSAI/ Authorised officer, if he chooses to handle his imports through a CHA.

2. Arrival of consignment:

- (i) The Importer/ CHA shall file an application for clearance of consignment with the Department of Customs;
- (ii) Upon generation of Bill of Entry and after receiving the inspection order from the Department of Customs, the Importer/CHA files for an application in the Food Import Clearance System (FICS) of FSSAI to obtain the 'No Objection Certificate'.
- (iii) The documents required to be uploaded in the FICS in respect of the consignment are:
 - (a) IE Code issued by the DGFT;

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- (b) License issued under FSS Act 2006;
 - (c) Product Approval (if required) from the Food Authority;
 - (d) Bill of Entry;
 - (e) Examination Order generated by the EDI system of Customs, therein requiring NOC from the FSSAI.
- (iv) Apart from the above mentioned compulsory documents in all cases, additional product specific documents are required to be attached, e.g.
- (a) Import Permit issued by Ministry of Agriculture, Government of India in case of primary agriculture produce/ horticultural produce;
 - (b) Sanitary Import Permit issued by Department of Animal Husbandry, Government of India in case of livestock products;
 - (c) Registration of import contracts for poppy seeds with Central Bureau of Narcotics, Gwalior;
 - (d) Certificate of Origin issued by Authorised Person/ Agency at the place of manufacturing/ processing etc. of the food consignment. Certificate of Origin shall contain information on Country of Origin etc. if the consignor is from a different country;
 - (e) Phyto-Sanitary Certificate issued by the Plant Quarantine Department of Exporting Country in case of primary agriculture/ horticulture produce with fumigation endorsement;
 - (f) Certificate of Analysis with composition (Ingredients). In case of Wine & Whiskey - Test Certificate;
 - (g) End-use declaration - The Food Importer has to clearly declare the end use of the imported food product;
 - (h) Pumping Guarantee Certificate in case of edible oil imported in bulk;
 - (i) List of transit country, if the food consignment is trans-shipped through more than one country;
 - (j) Temperature Chart / Report / Graph, if the food consignment trans-shipped under the Cold Chain Technologies (CCT) from the port of origin to the point of import;
 - (k) Stuffing list, Packing List;
 - (l) Commercial invoice as mentioned in the Bill of Entry (BoE);
 - (m) Bill of Lading as mentioned in the Bill of Entry (BoE) for sea consignment;
 - (n) Air Way Bill as mentioned in the Bill of Entry (BoE) for air consignment;

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- (o) In case of aseptic package, declaration by an undertaking (Annexure-1) from the manufacturer that the representative sealed sample is from the same batch of the consignment;
- (p) In the absence of representative sample for the aseptic package, the importer should furnish an Undertaking (Annexure 2) to the effect that they do not have any objection to break open the sealed aseptic container from the consignment and collect the sample for laboratory analysis and the Food Authority is not responsible for any kind of damage to the consignment due to such drawl of sample as it is necessary for the clearance of the consignment. Similarly, if the sample quantity is insufficient to draw the duplicate sample, the importer shall submit declaration that –no claim shall be made for re-testing, if the primary test fails;
- (q) In case of re-import in addition to the documents listed above, submit the documents filed in the customs at the time of export as well as copy of the rejection certificate with reasons for such rejection(s) issued by the Officials of importing country before its re-export thereby leading to reimport into India;
- (r) High Sea Sale Agreement;
- (s) Radio Activity Certificate, if irradiation is used;
- (t) Submit any other report(s) / document(s) / undertaking (s)/ Affidavit(s) as directed and as specified by the Authorised Officer or by the Food Authority from time to time

3. Scrutiny of Documents:

- (i) The Authorised Officer of FSSAI shall verify the documents filed by the importer and may seek clarification, if required.
- (ii) Authorised Officer shall verify that import is not from the banned/ prohibited/ restricted source or food;
- (iii) If the documents are found to be in order, the Authorised Officer shall ask the importer to deposit the fees as per the number of samples. Authorised Officer accepts the payment of fee excluding service taxes through payment gateway system.

4. Inspection and Sampling Process:

- (i) The Authorised Officer shall inform the date and time of visual inspection of the consignment;
- (ii) CHA/Importer shall acknowledge the appointment for Inspection/ sampling;
- (iii) The visual inspection of the consignment will include:

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- (a) Physical condition of the consignment for visible insects and fungal infestation;
- (b) Valid remaining shelf life of the product is more than the 60% of its original shelf life at the time of import clearance;
- (c) Compliance of the FSS (Packaging & Labelling) Regulations, 2011, and the product specific labelling requirements;
- (d) Shall pass an order to comply with rectifiable labelling defects in the Custom Bonded Warehouse namely:
 - Name and address of the importer
 - FSSAI logo and license number
 - Veg / Non-Veg Logo
- (e) The Authorised Officer can re-inspect the consignment, if required, for ensuring compliance of instructions for removing the rectifiable labelling defects.
- (iv) After the visual examination, labelling related compliances and after ensuring the remaining balance shelf life, the Authorised Officer shall draw two samples in the presence of Importer or his representative.
- (v) The quantity of sample to be sent to the Food Analyst shall be as per per FSS Rules and the Laboratory and Sampling Analysis Regulations, 2011.
- (vi) The sealed sample of imported food shall bear the following information on the Label:
 - (a) Code number of the Sample;
 - (b) Date and place of collection;
 - (c) Quantity of Sample;
 - (d) Name of food;
 - (e) Name and Quantity of preservative added while drawing the Sample, if any;
 - (f) Name and signature of the sender with official seal.
- (vii) One of the sealed and labelled Food Sample shall be sent to the Notified Laboratory. The second Food Sample shall be stored in appropriate conditions for re-testing, if the need arises.
- (viii) In case of sealed bulk containers to maintain aseptic or hygroscopic conditions, the importer shall provide two representative Samples along with the manufacturer's undertaking (Annexure-1) as prescribed by FSSAI.

5. Laboratory Analysis:

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- (i) The sample of the imported food product shall be forwarded along with Certificate of Analysis (CoA) from the country of origin of the consignment to the notified laboratory selected randomly by the Food Import Clearance System;
- (ii) The samples of imported Food sent by the Authorised Officer shall be analyzed by the laboratory as per the parameters defined in the Food Safety and Standards Act and the Regulations thereunder and shall send its report within five days to the Authorised Officer with conclusive opinion about the product tested as conforming or non-conforming;
- (iii) If the importer is not satisfied with the report of the notified laboratory, he has the option to apply for re-testing of the sample by a Referral laboratory. If so, the Authorised Officer shall send the second Sample for re-testing to the designated Referral laboratory. The Sample shall be accompanied by the Certificate of Analysis from the country of origin of the consignment and the parameters on which tests have been conducted by the Notified Laboratory. The report of analysis issued by the Referral food laboratory shall be final.

6. Issue of No Objection Certificate/ Non Conformance Certificate:

On the basis of the laboratory report for its conformance/ non conformance as per the Food Safety and Standards Act 2006 and the Regulations thereunder, the No Objection Certificate (NoC)/ Non Conformance Certificate (NCC) is issued.

7. Food Import Clearance For Specific Purpose:

- 7.1 Unless otherwise specified, the Customs authority may not refer the imported food to Food Authority for clearance, if such food is meant for:
 - (a) Export as per the extant Government instructions and export rejected/ re-imported food meant for re-export;
 - (b) The food articles/ ingredients/ additives which are being imported by the manufacturers/ processors for their captive use/ production of value added products for 100% exports; and/ or the consignments of food items/ ingredients/ additives imported by the firms/ companies for use of their sister concerns/ wholly owned subsidiary companies, to be used for 100% export production subject to a defined relationship agreement between the two entities in this behalf;
 - (c) The importer would have to submit an Undertaking as per Annexure-3 regarding the captive/ end use of the imported product to the Customs Department at the time of filing the Bill of Entry, declaring that the imported food article is meant to be used by the importer for 100% export or re-import of food for export again as the case may be, and that no part thereof will be supplied for domestic consumption;

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- (d) The above facility under sub-paras (b) and (c) above shall not be applicable in the case of trading entities, who do not import such items for their captive use in view of the problems associated with traceability of the end-use of such items.

7.2 Food imported by Diplomatic Missions - The clearance of Food Imports shall be dealt in accordance with provisions of Vienna Convention on Consular Relations, 1963 (Article 50 of the Vienna Convention on Consular Relations, 1963).

7.3 Import of Food for Quality Assurance, Research and Development - The clearance of food import for quality assurance, research and development purposes will be subject to furnishing an Undertaking as per Annexure-4 by the Food Importer that the imported food will be utilized for aforesaid purposes only and not to be utilized or released into the domestic market or used for test marketing or market research purposes.

7.4 The food imported for the purposes of **Exhibitions & Tasting** shall be exempted from the normal clearance procedures of the Food Authority.

The procedure for clearance of food imported for exhibition purposes shall be as under:

- (i) The Exhibitor shall submit an Undertaking as per Annexure-5 before the Customs Authorities stating that imported food product(s) are meant for the limited purpose of **Exhibition and Tasting** and not for any commercial purpose/ sale and regarding the safety of the imported food.
- (ii) In case the food is also proposed to be used for **tasting** purposes, the importing exhibitor entity shall submit a copy of the food safety certificate issued by the Food Regulatory Authority of the country of Origin;
- (iii) The food products, included in the list of Prohibited Items for Import by the Directorate General of Foreign Trade (DGFT) or specified by the Authority from time to time will not be allowed import for exhibition purposes;
- (iv) All products for exhibition shall bear an additional label/ sticker stating: **“For Exhibition purpose only”** and **“Not for retail sale”**;
- (v) The importing entity shall be responsible for compliance of laws and rules regarding its obligations to pay the customs or any other applicable duties and requisite state levies;
- (vi) The importing exhibitor shall maintain a Bill of Material: (a) of the items imported for exhibition, (b) the items consumed for tasting purposes or destroyed, and (c) the items for re-import to the country of origin at the end of the Exhibition/Fair and shall be liable to submit the same on demand by the competent authority.

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- (vii) A placard shall be displayed at the place of exhibition of food items offered for "Tasting", advising that the product may not be in compliance with the applicable Food Safety and Standards Act, 2006 and Regulations made thereunder.
- (viii) The unconsumed portion of the food products, which have been opened for tasting, shall be destroyed after the exhibition. The food product in packed containers shall be re-exported.

7.5 In case of any food received during any **Disaster/Emergency situations**, the quality/safety of imported Food shall be ascertained.

7.6 Import of Food for sports events - The clearance of Food import exclusively for these purposes will be subject to furnishing an Undertaking (Annexure - 6) by the Food Importer that the Food shall not be released for sale to any other person. The unused Food shall be re-exported to Exporting country after the event or it shall be destroyed. The importer shall submit the documentary proof thereof within thirty days from the last day of such event. The quantities of Food imported shall not exceed the quantities necessary for direct utilization by the persons concerned for the duration of the stay or event, whichever is earlier.

8. Provisional NOCs:

The consignments of fresh fruits/ perishable food items and the food which require special storage conditions (e.g. refrigerated warehousing) shall be issued Provisional NOC, without waiting for the analysis report from lab on the basis of undertakings as per Annexure -7 and Annexure-8 from the Importer.

9. Replacement of Affidavits with Undertakings on Letterheads:

As per the regulations, the FBOs were earlier required to submit their Declarations/ Underatkins by way of Affidavits. The same have now been replaced by Undertakings/ Declarations on the letterheads of the importing entities.

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Annexure - 1

Declaration and undertaking by Importer

(Undertaking format for imported food consignment containing bulk packages and having representative sample)

(To be printed on FBO/Importer/Company's Letterhead)

I/We _____ [as Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/S.....] do hereby declare and undertake that:

1. I/We are importer of _____ <Name of food> _____ from _____ < name of the country of origin of consignment> _____ vide _____ <Bill of Entry number> _____ dated _____;
2. The given consignment is aseptically packed and/or hygroscopic in nature and is accompanied with representative sample;
3. I/We hereby undertake that the representative samples provided with the consignment is/ are true representative of the imported food product;
4. I/We shall be fully responsible and liable for any contravention of FSS Act, 2006 and Rules & Regulations made there under.

I/We affirm that all information given above is true and to the best of my knowledge and belief.

| | |
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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

Declaration and undertaking by Importer

(Undertaking format for imported food consignment containing bulk packages and not having representative sample)

(To be printed on Letterhead of the FBO/Importer/Company)

I/We, _____ [as Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/S _____], do hereby declare and undertake that:

1. I/We are importer of _____ <Name of food> _____ from _____ <Country of origin of consignment> _____ vide _____ < Bill of Entry number> _____ dated _____;
2. The given consignment is aseptically packed and/or hygroscopic in nature and does not contain any representative sample;
3. Hence, the FSSAI will not be held responsible for any damage observed before or after sampling of the given consignment;
4. I/We shall be responsible and liable for any contravention of FSS Act, 2006 and Rules & Regulations made there under.

I/We affirm that all information given above is true and to the best of my knowledge and belief.

| | |
|--------------|---|
| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

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Annexure - 3

Declaration and undertaking by Importer

(Undertaking format for imported food consignment meant for 100% Export/ Re- export)

(To be printed on FBO/Importer/Company's letterhead)

I/We, _____ [Proprietor/ Partner/ Managing Director/
Director/ Authorised Signatory of M/S _____ <with address>
_____ do hereby declare and undertake that:

1. I/We have imported the consignment of _____ < Name of product> _____
measuring _____ <Weight/ Units> from _____ <Country of origin of
consignment> _____ vide _____ <Bill of entry number> _____ dated _____ at
_____ <Port location> _____;
2. The aforementioned Food Product is intended solely for the captive use/
production of value added products/ for use of our sister/ subsidiary companies
(subject to a defined relationship agreement between the two entities) for 100%
exports/ re- export.
3. I/We undertake that no part thereof will be supplied for domestic consumption.

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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

Declaration and undertaking by Importer

(Undertaking format for imported food consignment meant for R & D purposes)

(To be printed on FBO/Importer/Company's Letterhead)

I/We _____ [as Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/S _____]do hereby declare and undertake that:

1. I/We are the importer _____ <Name of food> _____ from _____ <Country of origin of the consignment> _____ vide _____ < Bill of Entry number> dated _____
2. The above consignment is _____ <Net weight/ Quantity> _____ and will be used solely for _____ <purpose of consignment> _____.
3. The consignment will be exclusively used for Research & Development purposes for assuring the highest quality standards only and will not be utilized or released in the domestic market for human consumption even if it is for test marketing or market research purpose.
4. I/We shall be fully responsible and liable for any contravention of FSS Act, 2006 and Rules & Regulations made there under.

I/We affirm that all information given above is true to the best of my/our knowledge and belief.

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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

Declaration and undertaking by Importer

(Undertaking format for imported food consignment meant for Display Purposes in Trade Fairs/Exhibitions)

(To be printed on FBO/Importer/Company's Letterhead)

I/We, _____ [Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/S _____ <with address> _____ do hereby declare and undertake that:

2. I/We have imported the consignment of _____ < Name of product> _____ measuring _____ <Weight/ Units> from _____ <Country of origin of consignment> _____ vide _____ <Bill of entry number> _____ dated _____ at _____ <Port location> _____;
3. The aforementioned Food Product is intended solely for the purpose of Display only in the Trade Fair/Exhibition __ < mention the specific event> _____ and not meant for any other commercial purpose.
4. The aforementioned food, apart from Display, is also intended to be used for the purposes of Tasting and I/we undertake that no part of the said product shall be released in the market for consumption purposes in any other manner;
5. I/We undertake that after conclusion of event, the opened packages of these articles will be destroyed and the packed food will be re-exported to the country of origin;
6. I/We shall furnish the details of the total quantity of the consignment imported into India, the quantity consumed in the process of Tasting, the quantity destroyed and the quantity being re-exported to the competent authority in respect of the above said consignment after the conclusion of the Trade fair/Exhibition.

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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

Declaration and undertaking by Importer

(Undertaking format for imported food consignment meant for Sports Events)

(To be printed on FBO/Importer/Company's letterhead)

I/We, _____ [Proprietor/ Partner/ Managing Director/
Director/ Authorised Signatory of M/S _____ <with address>
_____ do hereby declare and undertake that:

1. I/We have imported the consignment of _____ < Name of product> _____
measuring _____ <Weight/ Units> from _____ <Country of origin of consignment>
_____ vide _____ <Bill of entry number> _____ dated _____ at _____ <Port
location>_____;
2. I/We undertake that the aforementioned Food Product is intended solely for the
Sports Events.
3. I/We undertake that the food shall not be released for sale to any other person.
4. I/We undertake that the unused food shall be re-exported to Exporting country
after the event or it shall be destroyed.
5. I/We undertake that I shall submit the documentary proof thereof within thirty
days from the last day of event.
6. I/We undertake that the quantities of food imported is not more than the
quantities necessary for direct utilization by the persons concerned for the
duration of the stay or event, whichever is earlier.

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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

Declaration

(Format for Declaration for issue of provisional NOC for imported food consignment with less than 07 days' shelf life)

(To be printed on the Letterhead of the importing FBO/Importer/Company)

To

The Authorised Officer, FSSAI
_____ <Port of Import> _____.

Dear Sir,

I/We, _____, resident of _____ [As Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/s _____] are importer of _____ <Name of food items> _____ having very short shelf-life (less than 7 days) in the consignment imported vide _____ <Bill of Entry> _____ dated _____ at _____ <Port location> _____ and request you to issue provisional NOC.

2. I/We hereby undertake to comply with the following terms and conditions on behalf of the importing firm/company as under:

- (i) I/We shall be fully responsible for complete product recall in case of non-conformity of the product after lab analysis and shall comply with all the norms for destruction/ re-export, as may be decided by the competent Authority;
- (ii) I/We do hereby certify that we have satisfactory food recall mechanism in place;
- (iii) In case of failure of product in lab analysis, I/We shall not be eligible to avail of the above mentioned facility in future and all subsequent imports of the product from the same manufacturer of the same source country or certified by the same lab will be subject to stringent 100% analysis irrespective of certificate issued by the source country prior to clearance by FSSAI Authorised Officer.
- (iv) In case of non-conformance of the product after lab analysis, I/We shall be liable for contravention of the FSSA Act, 2006 and Rules & Regulations made there under.

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| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |

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Annexure - 8

Declaration

(Format for issue of provisional NOC for frozen & chilled imported food consignment)

(To be printed on the Letterhead of the FBO/Importer/Company)

To

The Authorised Officer, FSSAI

_____ <Port of Import> _____.

Dear Sir,

I/We, _____ resident of _____ [as Proprietor/ Partner/ Managing Director/ Director/ Authorised Signatory of M/S _____ are importer of _____ <Name of Food Items> _____ in the consignment imported vide _____ <Bill of Entry> _____ dated _____ at _____ <Port location> _____, request you to issue provisional NOC for the same.

I/We hereby undertake to comply with the following terms and conditions on behalf of the importing firm/company as under:-

- (i) The entire consignment under above mentioned Bill of Entry will be retained in a storage facility with the required temperature control system at _____ <address of warehouse> _____ and no part of the consignment shall be released into the market prior to issuance of the NOC;
- (ii) Complete temperature log of the storage conditions shall be maintained and provided to FSSAI at the time of issue of NOC;
- (iii) Both Customs and FSSAI have the right to inspect the said storage facility at any time to ensure that the consignment is held securely till the clearance certificate (NOC) is provided by FSSAI;
- (iv) In the event of non-conformance to the above storage conditions, I/We shall be fully responsible to move the cargo back to Customs jurisdiction and comply with all the norms for destruction/ re-export as may be decided by the competent Authority;
- (v) In case of non-compliance of any of the above norms, I/We will not be eligible to avail of the above mentioned facility in future. Besides, I/We will be liable for contravention of the FSSA Act, 2006 and Rules & Regulations made there under.

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|--------------|---|
| | Signatures of the Importer with Stamp/ Seal |
| | Name: _____ |
| Place: _____ | Address: _____ |
| Date: _____ | Contact Nos: _____ |