TENDER FOR CONSULTANCY SERVICES

(1) MAPPING OF ITC-HS (HARMONIZED SYSTEM) CODE WITH FOOD SAFETY AND STANDARDS (FOOD PRODUCTS STANDARDS AND FOOD ADDITIVES) REGULATIONS, 2011

(2) MAPPING OF INDIAN FOOD CODE (IFC) WITH FOOD SAFETY AND STANDARDS (FOOD PRODUCTS STANDARDS AND FOOD ADDITIVES) REGULATIONS, 2011

(3) MAPPING OF IFC WITH KIND OF FOOD BUSINESS OPERATORS

***
DISCLAIMER

1. THIS REQUEST FOR TENDER IS NOT AN OFFER BY THE FSSAI, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTERESTED BIDDERS FOR PROVIDING CONSULTING SERVICES FOR MAPPING OF HS CODE TO FSSR, INDIAN FOOD CODE (IFC) WITH FSSR AND IFC WITH KIND OF FOOD BUSINESS OPERATORS. NO CONTRACTUAL OBLIGATION WHATSOEVER SHALL ARISE FROM THE TENDER PROCESS UNLESS AND UNTIL A FORMAL CONTRACT IS SIGNED AND EXECUTED BY THE FSSAI WITH THE BIDDER. THIS DOCUMENT SHOULD BE READ IN ITS ENTIRETY.

2. THE INFORMATION SUBMITTED IN RESPONSE TO THIS TENDER MAY BE SUBJECT TO PUBLIC RELEASE (AS PER RTI NORMS). THEREFORE, DO NOT INCLUDE PROPRIETARY OR CONFIDENTIAL BUSINESS INFORMATION IN YOUR RESPONSE. AGENCIES/VENDORS RESPONDING TO THIS NOTICE ASSUME THE RISK OF PUBLIC DISCLOSURE IF CONFIDENTIAL INFORMATION IS INCLUDED.

3. THIS NOTICE IS NOT TO BE CONSTRUED AS A COMMITMENT BY THE FSSAI TO CONTRACT FOR SERVICES. PLEASE BE ADVISED THAT THE FSSAI WILL NOT PAY FOR ANY INFORMATION PROVIDED AS A RESULT OF THIS NOTICE AND WILL NOT RECOGNIZE OR REIMBURSE ANY COST ASSOCIATED WITH ANY TENDER SUBMISSION.

[THIS DOCUMENT IS THE PROPERTY OF FOOD SAFETY STANDARDS AUTHORITY OF INDIA (FSSAI). THE USE OF THE CONTENTS OF THIS DOCUMENT, EVEN BY THE AUTHORIZED PERSONNEL / AGENCIES FOR ANY OTHER PURPOSE OTHER THAN THE PURPOSE SPECIFIED HEREIN, IS STRICTLY PROHIBITED AS IT SHALL AMOUNT TO COPYRIGHT VIOLATION AND THUS SHALL BE PUNISHABLE UNDER THE INDIAN LAW.]

***
## CONTENTS OF TENDER DOCUMENT

<table>
<thead>
<tr>
<th>SR. No.</th>
<th>Description of contents</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Notice Inviting Tender</td>
<td>4 - 6</td>
</tr>
<tr>
<td>2.</td>
<td>Instructions to Bidders</td>
<td>7 - 18</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Bid (Annexure - I to IV )&lt;br&gt;Annexure – I – Bid Form (General Details)&lt;br&gt;Annexure – II – Financial Capacity&lt;br&gt;Annexure – III – Performance Statement&lt;br&gt;Annexure – IV – Declaration (Blacklisting)</td>
<td>19– 20&lt;br&gt;21&lt;br&gt;22&lt;br&gt;23</td>
</tr>
<tr>
<td>6.</td>
<td>Financial Bid (Annexure- V)</td>
<td>24</td>
</tr>
<tr>
<td>7.</td>
<td>Format of Service Level Agreement&lt;br&gt;(Annexure- VI)</td>
<td>25 - 27</td>
</tr>
<tr>
<td>10.</td>
<td>Check - List (Annexure- IX )</td>
<td>33 - 34</td>
</tr>
</tbody>
</table>
Notice Inviting Tender

Subject: Consultancy services for (I) mapping of ITC-HS(Harmonized System) Code with Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011, (II) mapping of Indian Food Code (IFC) with Food Safety And Standards (Food Products Standards And Food Additives) Regulations, 2011 and (III) mapping of IFC with kind of food business.

Sealed Tenders are invited by the Food Safety and Standards Authority of India (FSSAI) under two part system following the QCBS from eligible registered firms/organizations/companies for undertaking a consultancy assignment for (I) mapping of ITC-HS(Harmonized System) Code with Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011, (II) mapping of Indian Food Code (IFC) with Food Safety And Standards (Food Products Standards And Food Additives) Regulations, 2011 and (III) mapping of IFC with kind of food business operators (KOB) and support in integration of the same in the existing FICS (Food Import Clearance System) and FLRS (Food Licensing & Registration System), FPAS (Food Product Approval System) of the FSSAI.

2. The Tender Enquiry can be obtained from the office of Director (Imports), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi – 110002 on payment of Rs. 1,000/- (Rupees One Thousand Only) (Non-refundable) either by cash or in the form of Demand Draft or Banker’s Cheque from any of the Commercial Banks in an acceptable form in favour of “Senior Accounts Officer, FSSAI” payable at “New Delhi”.

3. The Tender documents can also be downloaded from FSSAI’s website at www.fssai.gov.in. The tenderer/bidder must ensure that the requisite tender fee/cost is enclosed separately in the form of Demand Draft or Banker’s Cheque from any of the Commercial Banks in an acceptable form in favour of “Sr. Accounts Officer, FSSAI” payable at “New Delhi” with their tender, failing which the tender will be treated as incomplete and will not be considered.

4. The tender is required to be submitted under a two part system i.e. Technical Bid and Financial Bid. First part i.e. Technical Bid containing specifications and allied technical details and the other part shall consist of the Financial Bid (Price Schedule).

5. The Technical Bids shall be opened in the Committee Room, FSSAI, FDA Bhawan, New Delhi – 110 002 on Aug 27, 2015 at 11:00 A.M by the Committee.
constituted by the Competent Authority in the presence of such bidders who may wish to be present. Bidders may note that if the date of tender opening given in this Tender Document is subsequently declared to be a gazette holiday, the tender shall be opened on the next working day at the same time. There will not be any change in the last date and timing of submission of the bid.

6. The Financial Bids of only the technically qualified bidders shall be opened by the Committee. The date, time and venue of opening of the financial bids shall be intimated separately to the technically qualified bidders.

7. The tender, complete in all respects, must be received in this office before the last date and time indicated in the time schedule given below. The tenders received after the scheduled date and time will not be entertained.

8. The Tenders, addressed to Director (Imports), Food Safety and Standards Authority of India, 4th Floor, FDA Bhawan, Kotla Road, New Delhi-110002, can be delivered/submitted by post/courier or hand on all working days during the working hours till the specified date and time of submission.

9. Schedule of Tender:

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>No.1-803/FSSAI/Imports/2014 dated 05.08.2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last date and time of submission</td>
<td>Aug 26, 2015.</td>
</tr>
<tr>
<td>Date of Opening of Technical Bid</td>
<td>Aug 27, 2015</td>
</tr>
<tr>
<td>Date for presentations by the successful bidders</td>
<td>To be communicated on Aug 27, 2015.</td>
</tr>
<tr>
<td>Date of Opening of Financial Bid</td>
<td>Sept 14, 2015</td>
</tr>
<tr>
<td>Cost of Tender Document</td>
<td>Rs 1,000/- (Rupees One Thousand only) in the form of Demand Draft or Banker's Cheque from any of the Commercial Banks in an acceptable form in favour of &quot;Senior Accounts Officer, FSSAI&quot; payable at &quot;New Delhi&quot;.</td>
</tr>
<tr>
<td>Earnest Money Deposit</td>
<td>Rs. 50,000/- (Rupees Fifty thousand only) in the form of Fixed Deposit Receipt or Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form separately in favour of the Senior Accounts Officer, FSSAI, payable at New Delhi.</td>
</tr>
</tbody>
</table>
Validity of Bid                  90 days  
Total No. of pages of Tender document                  34  
Address and venue of submission of bids                  New Delhi.  

<table>
<thead>
<tr>
<th>Address and venue of submission of bids</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Director (Imports), Food Safety And Standards Authority of India, 4th Floor, FDA Bhawan, Kotla Road, New Delhi – 110002</td>
</tr>
</tbody>
</table>

10. Tenders not accompanied by prescribed Earnest Money will be summarily rejected.

11. Incomplete offer/offers not conforming strictly in the manner prescribed/offer not submitted on prescribed Tender Form or late/delayed submission shall not be considered and shall be summarily rejected.

12. Conditional Tenders will be summarily rejected and the EMD will be forfeited.

13. The offers submitted would be governed by all the terms & conditions as laid down in the prescribed Tender Form in addition to the terms & conditions indicated herein.

14. FSSAI reserves the right to accept or reject any or all the offers at any stage of the process without assigning any reason thereof and any claim/dispute on this shall not be entertained.

Director (Imports)  
Food Safety and Standards Authority of India
Instructions to Bidders

[I] Background

Indian Trade Classification based on Harmonized System of Coding (ITC-HS Code) was adopted in India for import-export operations of tradable commodities. It is an eight-digit code describing each commodity. It is divided into two schedules. **Schedule I** describes the rules and guidelines related to import policies, whereas **Schedule II** describes the rules and regulations related to export policies. **Schedule I** of the ITC-HS Code is divided into **21 sections** and each section is further divided into chapters. The total number of chapters in the Schedule I is 98. The chapters are further divided into sub-heading under which different HS codes are mentioned. The **Schedule II** of the ITC-HS Code contains 97 chapters giving all details about the guidelines related to the export policies.

Any changes or formulation or addition of new codes in ITC-HS Codes are carried out by DGFT (Directorate General of Foreign Trade). Commodity description, weeding out of defunct codes, addition of new codes, change of product description etc., are taken up periodically as a part of the ongoing process towards perfection.

Under Food Safety and Standards (Food Product Standards & Food Additives) Regulations, 2011 (Part I & II) a number of foods, and commodities related directly or indirectly to food, are part of international trade. (http://www.fssai.gov.in/Portals/0/Pdf/Food%20safety%20).

In addition, an Indian Food Code (IFC) that categorizes food products, a 4 level product numbering system was developed in 2012. IFC is built around the 18 Main Categories to begin with, which includes category 1-16 of different food kinds. Category 17, to cover those products which can’t be placed in categories 1-16, and a Category 99 deals with Substances added to food such as vitamins, minerals, additives etc. (http://www.fssai.gov.in/portals/0/pdf/INDIAN_FOOD_CODE(25-06-2012).pdf).

The main objective of FSSAI is to provide safe and wholesome food for human consumption. In order to meet this objective, FSSAI issue license/registration to Food Business Operators through web based food Licensing and Registration System (FLRS). In FLRS, to facilitate the FBO’s, the manufacturing, storage and distribution of food articles are divided into various categories known as Kind of Business (KOB). For further details, please follow the link: http://foodlicensing.fssai.gov.in/PreCheck/NewPrecheck.aspx.
[2] Objective of the Project

2.1 “Identification of suitably qualified Academic institutions, Associations, non-governmental organizations, and commercial entities to undertake and complete the exercise of mapping of ITC-HS (Harmonized System) Code with Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011, Indian Food Code (IFC) with Food Safety And Standards (Food Products Standards And Food Additives) Regulations, 2011 and IFC with kind of food business and support in its integration with the FICS, FLRS, FPAS and any other applications”.

2.2 This tender does not constitute a commitment to conduct, procurement, or an offer of a contract or prospective contract. FSSAI shall not be liable for any costs incurred by any potential vendor in the preparation and submission of information in response to this.

2.3 Following a review of the prospective agencies/vendors’ responses, the FSSAI shall select a suitably qualified prospective agency/vendor for undertaking and completing the scope of work defined in this tender within the prescribed time-lines. The FSSAI may also request for demonstrations/presentations or more information, if so found necessary in the best interests of the project assignment.

2.4 Desired Outcomes of the Project

- Mapping of ITC-HS (Harmonized System) Code, Indian Food Code (IFC) and Kind of Food Business (KOB) to Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011,
- Mapping can be at multiple levels, one to many or many to many, and
- Digitization of data for integration with FICS, FLRS, FPAS and any other applications as may be required for the mapping purposes.

Note:


(2) For an understanding of the Food Licensing and Registration System please refer to http://foodlicensing.fssai.gov.in/PDF/FBO_User_Manual_Ver3.0.pdf

(3) For an understanding of the Food Product Approval System please refer to http://fpas.fssai.gov.in/UserLogin.aspx?ReqID=75378364
### 2.5 Proposed Project Timelines

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Event</th>
<th>Schedule Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Notice inviting tender</td>
<td>Aug 5, 2015</td>
</tr>
<tr>
<td>2</td>
<td>Due Date for Submission of tender</td>
<td>Aug 26, 2015</td>
</tr>
<tr>
<td>3</td>
<td>Opening of the Technical Bids &amp; Date for presentations will be communicated to the successful bidders</td>
<td>Aug 27, 2015</td>
</tr>
<tr>
<td>4</td>
<td>Announcement of Technically Qualified bidders</td>
<td>Sept 9, 2015</td>
</tr>
<tr>
<td>5</td>
<td>Opening of Financial Bids</td>
<td>Sept 14, 2015</td>
</tr>
<tr>
<td>6</td>
<td>Selection of Vendor &amp; Signing of Agreement</td>
<td>Sept 28, 2015</td>
</tr>
<tr>
<td>7</td>
<td>Commencement of work by Vendor</td>
<td>Oct 5, 2015</td>
</tr>
<tr>
<td>8</td>
<td>Submission of mapping document (Ver. 1) to the FSSAI</td>
<td>Nov 6, 2015</td>
</tr>
<tr>
<td>9</td>
<td>Submission of final version of the completed assignment to the FSSAI</td>
<td>Nov 18, 2015</td>
</tr>
<tr>
<td>10</td>
<td>Integration of mapping with FICS, FLRS and FPAS</td>
<td>Dec 7, 2015</td>
</tr>
</tbody>
</table>

### [3] Minimum Eligibility criteria

#### 3.1 Bidders should meet the following conditions:

(i) **Legal Valid Entity**: Bidder must have a registered office with legal presence in India. A proof for supporting the legal validity of the Bidder shall be submitted.

(ii) **Financial Capacity**: Bidder must warrant that it is financially solvent i.e. it is able to meet all its debts as and when they fall due, which is certified by a Chartered Accountant (CA). Bidder’s company/ firm/ organization should be a profit-making company as on March 31, 2015.

(iii) **Registration**: The Bidder should be registered with the Tax Authorities i.e. Service Tax/ Income Tax/ VAT. Supporting proof should be submitted along with the bid.

(iv) **Experience**: Bidder must have proven project experience of at least three Consulting projects in the area of Food and allied sectors to Government/ PSUs/ NGOs/ Private Organizations. Supporting proof should be submitted along with the bid (at-least one of the projects should be executed for Government/PSU). Further, the bidder should
also furnish the following information along with documentary proof of the same:

(a) The bidder shall provide references (including referee names and contact details) and a documented project management and methodology in respect of the each of the Consulting projects.

(b) Bidder must warrant that the key project personnel to be deployed in this project have been sufficiently involved in similar projects in the past three years.

(v) Must not have been blacklisted by the Departments/Ministries of the Govt. of India/ State Government/PSUs (declaration has to be submitted in the specified format).

3.2 However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid will be evaluated.

4. Preparation of Bids

4.1 Sealing and Marking of Bids

The bidder shall seal the Technical and Financial Bids in two separate envelopes and place them in a third sealed envelope. The Technical Bid shall be superscribed as “Technical Bid” along with Tender Number and subject of Tender on the envelope. The Technical bid envelope should contain the Tender Fee, EMD and the Annexure I to IV, while the Financial Bid shall contain the Price Schedule (Annexure-V) and superscribed as “Financial Bid” and Tender Number (if, applicable) on the envelope to avoid duplicity, which should be addressed to Director (Imports), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002.

4.2 Documents comprising the Bid

4.2.1 Technical BID: The Technical Bid should contain the following documents:

(a) Registration Certificate as per existing norms (indicating the legal status - company/partnership firm/proprietorship concern etc.);

(b) Copy of Service Tax/CST/VAT/TIN Registration Certificates;

(c) Copy of PAN Card;

(d) Copies of Income Tax return filed for last three Assessment Years;
(e) Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2011-12, 2012-13 and 2013-14;

(f) Proof of having fully adhered to minimum eligibility criteria, self-attested copy of Work order and completion certificate issued by Government Departments/PSU, etc. in support of having experience shall be acceptable;

(g) Declaration regarding blacklisting or otherwise (Annexure- IV).

(h) Clause by Clause compliance shall be done by signing and stamping on all the pages of the bid document by authorized persons;

(i) Tender Fee;

(j) EMD;

(k) Check list (Annexure-IX).

4.2.2 **Financial Bid:** It should be submitted in form given in Annexure-V. The prices in the Financial Bid shall be all inclusive of Resource Cost, Travel & OPE (Out of Pocket Expenses) Cost and Service Tax etc.

4.2.3 The tenderers should sign at each page of the tender document and all its Annexure. **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THE TENDER DOCUMENT.**

5. **Bid Prices:**

5.1 The bidder shall give the price inclusive of all levies and taxes. The proposed cost shall include Resource Cost, Travel & OPE Cost and Service Tax etc.

6. **Bid Security:**

6.1 The bidder shall furnish, as part of his/its bid, a bid security for an amount of Rs. 50,000/- (Rupees Fifty Thousand only) in the form of Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form in favour of “Senior Accounts Officer, FSSAI” payable at “New Delhi”, having validity during the period of the bid.

6.2 The Earnest Money Deposit of the bidders found unsuccessful at the technical Bid evaluation stage shall be returned along with their unopened financial bids within 15 (fifteen) days after opening of the eligible financial Bids. No interest shall be paid.
6.3 The Earnest Money Deposit of the unsuccessful bidders on completion of the aggregate bid process shall be returned within thirty (30) days of award of contract to the successful bidder. No interest shall be paid on the amount of Earnest Money so refunded.

6.4 The Earnest Money Deposit of all the bidders shall be returned along with their unopened financial bids, in the event of cancellation of this Tender, for whatsoever reasons, after the opening of Bids but prior to the opening of financial bids. No interest shall be paid.

6.5 The bid security shall be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity period of 90 days; or

(ii) In case of successful bidder, if the bidder

(a) Fails to sign the contract in accordance with the terms of the tender document;

(b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by FSSAI.

(c) Fails or refuses to honour his/its own quoted prices for the services or part thereof.

7. Formats and signing of bid:

7.1 The bids shall be duly typed or printed on company’s/ firm’s letterhead, filled, signed and stamped on each page. It should be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The bids submitted shall be sealed properly.

7.2 The bid shall contain no interlineations, erasure or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.
8. **Opening & Evaluation:**

8.1 The Technical Bids shall be opened in the Committee Room, FSSAI, FDA Bhawan, New Delhi – 110 002 on Aug 27, 2015 at 11:00 A.M by the Committee constituted by the Competent Authority in the presence of such bidders who may wish to be present. The envelope marked “Technical Bid” shall be opened first. The envelope marked “Financial Bid” shall be kept sealed for opening at a later date. The Financial Bids of only the technically qualified bidders shall be opened by the Committee. The date, time and venue of opening of the financial bids shall be intimated separately to the technically qualified bidders.

8.2 **Selection Procedure & Evaluation Criteria:**

8.2.1 **Technical Bid**

The technical bids will be accepted for evaluation based on the fulfillment of following criteria:

(i) The responsiveness of the bid i.e. Annexures duly filled, signed and accepted bid documents in complete form including Authorization letter.

(ii) Receipt of valid EMD with requisite amount in acceptable format.

(iii) Documents as proof of meeting the minimum eligibility criteria.

(iv) Any other documents as required to support the responsiveness of the bidder as per tender.

A substantially responsive bid shall be one that meets the requirement of the bidding document in totality. Thereafter, the eligible bidders will be invited to make presentations of their approach to the task and other related aspects. The technical bid not meeting the requirements as per the tender document shall not be called for making a presentation and will be rejected thereby returning their financial bid unopened.

The technical bid will be evaluated as per the following criterion:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Items</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Background of the organization</td>
<td>15</td>
</tr>
<tr>
<td>2.</td>
<td>Past experience &amp; Studies conducted in carrying out similar projects</td>
<td>20</td>
</tr>
<tr>
<td>3.</td>
<td>Approach, methodology and clarity about the task</td>
<td>30</td>
</tr>
<tr>
<td>4.</td>
<td>Quality and technical capability of personnel to be</td>
<td>15</td>
</tr>
<tr>
<td>Sr. No.</td>
<td>Items</td>
<td>Maximum Marks</td>
</tr>
<tr>
<td>--------</td>
<td>------------------------------------------------</td>
<td>---------------</td>
</tr>
<tr>
<td></td>
<td>assigned for the project</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Presentation by the Agency</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

Bidders, scoring 60 marks and above will be declared technically qualified and their financial bids will be opened. The results of Technical Evaluation of the Bids shall be notified on Sept 9, 2015.

### 8.2.2 Financial Bid

In the second stage of financial evaluation, the financial bids submitted by the bidders will be opened and the cost quoted in the financial bid shall be taken as final cost for the services.

### 8.2.3 Final quality cum cost based evaluation

The final evaluation will be done under the combined Quality-cum-Cost based systems with 70% weightage assigned to the Technical Score and 30% weightage assigned to the financial quote. The bidder scoring the highest score will be selected.

### 9. Validity of the bids: The bids shall be valid for a period of 90 days from the date of opening of the tender.

### 10. Award of Work:

The work shall be awarded with the approval of the Competent Authority to the bidder/s whose bid has been determined to be eligible and to be substantially responsive to the bid document and who has offered the lowest evaluated bid. Provided further the bidders have the capability and resources effectively to carry out the contract work.

### 11. Signing of Agreement

11.1 The successful Bidder shall enter into Service Level Agreement before commencement of the work. A copy of the same is annexed as Annexure – VI to this document.

11.2 The successful Bidder shall return the duly concurred and signed copies of the draft Service Level Agreement within Two (03) days of receipt, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the Agreement is proposed to be executed.
11.3 The Competent Authority of the FSSAI shall sign the Service Level Agreement and return a copy of the same to the successful bidder.

12. **Work Order:** FSSAI shall issue a Work order only after signing of the agreement between the parties.

13. **Right to Accept/reject any or all Bids:** FSSAI reserves the right to reject any or all the bids without assigning any reason and the decision of the Competent Authority of the FSSAI shall be final and binding without thereby incurring any liability to the affected bidders or bidders or any obligation to inform the affected bidder or bidders of the grounds for the said action.

14. **Annulment of Award:** Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the FSSAI may make the award to any other bidder at the discretion of FSSAI or call for new bids. FSSAI reserves the right to disqualify the bidder for a suitable period who fails to complete the work awarded within time.

15. **Canvassing:** Any failure on part of the bidder to observe the prescribed procedure and any attempt to canvass for the award of work will prejudice the bidder’s quotation.

16. **General Terms of Contract**

16.1 **Performance Security Deposit (PSD):** The successful tenderer will be required to furnish 5% of the Work Order as Security Deposit in the form of an Account Payee Demand Draft or Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank. The Performance security deposit can be forfeited by order of FSSAI in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said security deposit as may be considered by FSSAI sufficient to cover any incorrect or excess payment made on the bill to the firm shall be retained.

16.2 Performance Security Deposit can be withheld or forfeited in full or in part, in case the work is not executed satisfactorily within the stipulated period.

16.3 Performance Security Deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
16.4 Performance Security Deposit shall be returned to the Supplier/Bidder without interest after completion of the work.

17. **Termination for Default:**

17.1. FSSAI may, without prejudice to any other remedy for breach of Agreement, by written notice of default, sent to the bidder, terminate this contract in whole or in part, if

(i) The bidder fails to complete the work within the time period specified in the Work Order or any extension thereof granted by the FSSAI;

(ii) The bidder fails to perform any other obligations under the Agreement and;

(iii) The bidder, in either of the above circumstances, does not remedy his failure within a period of 7 days (or such period as the FSSAI may authorize in writing) after receipt of the default notice from the FSSAI.

18. **Termination for insolvency:** FSSAI may at any time terminate the Agreement by giving written notice to the bidder, without compensation to the bidder, if the becomes bidder bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the FSSAI.

19. **FSSAI’s Rights:** If a firm after award of the work violates any of the terms and conditions or fails to honour the terms and conditions of the bid without sufficient grounds and within reasonable time does not rectify the said breach, it shall be liable for blacklisting for a suitable period. Security Deposit in the form of Performance Security Deposit shall be forfeited and encashed.

20. **Mode of Payment:** Payment shall be made only through NEFT/ RTGS. The bill in duplicate with proof of completion of work may be sent to this office for settlement. The payment will be made within 15 days from the date of receipt of the bill(s). For claiming the payment, the following documents are to be submitted along with the bill:

(i) Work Order;
(ii) Completion certificate; and
(iii) Bills in duplicate duly pre-receipted.
No payment shall be made in advance or loan from any bank or financial institution shall be recommended on the basis of the award of work. No payment will be made for the work rejected. In case of delay in payment, the supplier/bidder shall not be liable to claim any interest from FSSAI.

21. The Firm also must have an established service base in Delhi/ NCR and capable to complete this task as per the proposed Project Timelines.

22. **Validity of rates:** Rates quoted should be valid during the validity of the bid period. No price escalation shall be entertained by the Client during the period.

23. **Sub-Contract of work:** The firm shall not assign or sub-contract the work or any part of it to any other person or party without having first obtained in writing from the Director (Imports) FSSAI, New Delhi, which FSSAI will be at liberty to refuse.

24. **FORCE MAJEUERE - OBLIGATIONS OF THE PARTIES**

24.1 “Force Majeure” shall mean any event beyond the control of FSSAI or of the Bidder, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

(i) War, hostilities, invasion, act of foreign enemy and civil war;

(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;

(iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague, and;

(iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

24.2 the date of commencement of the event of Force Majeure;

24.3 the nature and extent of the event of Force Majeure;

24.4 the estimated Force Majeure Period,
24.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.

24.6 the measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

24.7 any other relevant information concerning the Force Majeure and/or the rights and obligations of the Parties under the Contract.

25. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

25.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the FSSAI in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

25.2 Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.
Annexure I

Technical Bid

General Information:

1. Name of the Bidder/ firm........................................................................................................

2. Name of the authorized person submitting the Bid
   “Shri/Smt..............................................

3. Address of the firm
   ........................................................................................................................................
   ........................................................................................................................................

4. Tel No. with STD code
   (O)................................. (Fax)......................... (R).................................

5. Mobile No. .................................................................

6. E-mail .................................................................

7. Registration & incorporation particulars of the firm:
   i) Proprietorship
   ii) Partnership
   iii) Private Limited
   iv) Public Limited

(Please attach attested copies of documents of registration/ incorporation of your firm with the competent authority as required by business law. In case of Proprietary/Partnership firms, the Bid has to be signed by Proprietor/Partner only, as the case may be)

8. Name of Proprietor/Partners/Directors .................................................................

9. Bidder’s bank, its address and Account Number.
   ........................................................................................................
   ........................................................................................................

10. Permanent Income Tax number, Income Tax Circle .................................
    (Please attach copies of income tax return for last three years Assessment Years i.e. 2012-13, 2013-14 and 2014-15)

11. TIN / VAT Number .................................................................
(Please attach copies of TIN / VAT Registration Number)

12. Particulars of EMD

   i) Demand Draft / Bank Guarantee No…………………………………………………………
   ii) Date ……………………………………………………………………………………………
   iii) Name of Bank…………………………………………………………………………………
   iv) Address of Bank………………………………………………………………………………
   v) Validity of BG/DD………………………………………………………………………………

13. Particulars of Tender Fee

   i) Demand Draft No. ...............................................................
   ii) Date ………………………………………………………………………
   iii) Name of Bank……………………………………………………………………
   iv) Address of Bank…………………………………………………………
   v) Validity of DD…….. ………………………….………………………………..………………

14. Relevant experience as attached at Annexure III.

   **UNDERTAKING**

1. I/We, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. The rate quoted by me/us are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.

3. I/We give the rights to the competent authority of the FSSAI to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.

4. I/We hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

5. I/We hereby certify that none of my relative(s) is/are employed in FSSAI. In case at any stage, it is found that the information given by me is false/incorrect, FSSAI office shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Place:
Date:

Signature of Authorized signatory........................
Name......................................................

Seal
ANNEXURE -II

FORM FOR FINANCIAL CAPACITY
(in the similar business)

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2011-12</td>
</tr>
<tr>
<td>Annual Turnover</td>
<td></td>
</tr>
<tr>
<td>Net Worth</td>
<td></td>
</tr>
<tr>
<td>Current Assets</td>
<td></td>
</tr>
<tr>
<td>Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Total Revenues</td>
<td></td>
</tr>
<tr>
<td>Profit Before Taxes</td>
<td></td>
</tr>
<tr>
<td>Profit After Taxes</td>
<td></td>
</tr>
</tbody>
</table>

Place: 
Date: 
Signature of Authorized signatory: 
Name: 
Seal
### PERFORMANCE STATEMENT FOR THE PAST THREE YEARS
**2012-13, 2013-14 and 2014-15**

#### Annexe: III

### III. Relevant project experience (to be furnished separately for each project with supporting documents)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Details to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>General Information</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Name of the project</td>
</tr>
<tr>
<td>2</td>
<td>Client for which the project was executed</td>
</tr>
<tr>
<td>3</td>
<td>Name and contact details of the client</td>
</tr>
<tr>
<td>4</td>
<td>Type of contract</td>
</tr>
<tr>
<td><strong>Project Details</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Description of the project</td>
</tr>
<tr>
<td>6</td>
<td>Scope of services</td>
</tr>
<tr>
<td>7</td>
<td>Technologies used</td>
</tr>
<tr>
<td>8</td>
<td>Outcomes of the project</td>
</tr>
<tr>
<td><strong>Other Details</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Total cost of the project</td>
</tr>
<tr>
<td>10</td>
<td>Total cost of the services provided (by the vendor)</td>
</tr>
<tr>
<td>11</td>
<td>Period of execution</td>
</tr>
</tbody>
</table>

### Resource Deployment: (to be furnished separately for each project with supporting documents)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Resource (name and level)</th>
<th>Role</th>
<th>No. of Resources</th>
<th>Duration (months)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Place:
Date:

Signature of Authorized signatory: 
Name: 

Seal
ANNEXURE-IV

DECLARATION

From:-

M/s...........................................
...........................................
...........................................

To

The Director (Imports),
Food Safety and Standards Authority of India,
4th Floor, FDA Bhawan, Kotla Road
New Delhi-110002

Dear Sir,

I, __________________Son/Daughter/Wife of Shri____Proprietor / Director/
Authorized Signatory of the agency / Firm, mentioned above, is competent to
sign this declaration and execute this tender document.

2. I/We further undertake that none of the Proprietor/Partners/Directors of
the firm was or is Proprietor or Partner or Director of any firm which the
Government has banned / suspended business dealings. I/We further
undertake to report to the Director (Imports), FSSAI immediately after we are
informed but in any case not later 15 days in which Proprietor / Partners /
Directors are Proprietor or Partner or Director of such a firm which is
banned/suspended in future during the currency of the Contract with you.

3. The information / documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I / we, am / are well
aware of the fact that furnishing of any false information / fabricated document
would lead to rejection of my tender at any stage besides liabilities towards
prosecution under appropriate law.

Place:
Date:

Signature of Authorized signatory......................
Name.................................................

Seal
ANNEXURE-V

FINANCIAL BID

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Project</th>
<th>Total Cost in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Resource Cost for (I) mapping of ITC-HS(Harmonized System) Code with Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011, (II) mapping of Indian Food Code (IFC) with Food Safety And Standards (Food Products Standards And Food Additives) Regulations, 2011 and (III) mapping of IFC with kind of food business and support in integration of the same in the existing FICS (Food Import Clearance System) and FLRS (Food Licensing &amp; Registration System) of the FSSAI, respectively.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Travel &amp; Out of Pocket Expenses Cost</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Service Tax @ (--) %</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Grand Total Cost</td>
<td></td>
</tr>
</tbody>
</table>

Note:
1. The financial evaluation and comparison of responsive bids shall be done on the scope of the work as a whole and not individually. Further, the prices in the Financial Bid shall be inclusive of Resource Cost, Travel & OPE Cost and Service Tax.

2. The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to any variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive bid and the same will be rejected.

Place:
Date:

Signature of Authorized signatory...........................
Name............................................................

Seal
Contract Form

(To be made on Rs. 100/- Non Judicial Stamp/E Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made on the..............................................................day of.................................................Two Thousand Fifteen at New Delhi

BETWEEN

Food Safety and Standards Authority of India having its office at New Delhi represented through Director (Imports), FSSAI (hereinafter called “FSSAI which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the First Party,

And

M/s .............................................................., having its registered office at .............................................................. represented through................................... (hereinafter called the, Agency which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the Second Party.

WHEREAS the “Client is desirous to engage the Agency for Consultancy services for

- Mapping of ITC-HS(Harmonized System) Code, Indian Food Code (IFC) and Kind of Food Business (KOB) to Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011,
- Mapping can be at multiple levels, one to many or many to many,
- Digitization of data for integration with FICS, FLRS, FPAS and any other applications as may be required for the mapping purposes and
- as per the terms and conditions stated below:

1. The Firm agrees to undertake to complete the task as per the proposed project timelines and as per the requirement stated in the Tender no. (if, applicable)... dated .... as per the rate quoted by the agency in the price schedule (Annexure-V).
2. The Firm shall be bound by the details furnished by him/her/it to the FSSAI while submitting the tender or at subsequent stage. Upon selection of the Firm, if at any stage, the documents furnished by him/her are found to be false, it would be deemed to be a breach of terms of contract, the contract shall be terminated and performance security shall stand forfeited.

4. The rate quoted by the selected Agency, and as approved by the FSSAI, Delhi, shall remain valid throughout the period of contract and the request to increase the rates during the currency of contract, shall not be entertained at any stage.

5. The selected Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency/agencies without prior written consent of the FSSAI. If it is found that the firm has given sub-contract on the basis of work order, the contract shall stand terminated and the performance security shall stand forfeited.

6. That the tender schedule, instructions to the bidders and terms and conditions, etc. shall also form part of the agreement. In case of conflict between this agreement and the tender, the terms and conditions of the tender shall prevail and be binding on the parties.

Payment Terms:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Milestone/Deliverable</th>
<th>% of Total Project Cost in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Advance upon award of Project</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>Submission of first draft of the mapping document (electronic), including a presentation before the FSSAI Committee</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Final submission after review by FSSAI</td>
<td>25%</td>
</tr>
<tr>
<td>4</td>
<td>Notification of the mapping and integration with FSSAI systems</td>
<td>25%</td>
</tr>
</tbody>
</table>

THIS AGREEMENT will take effect from ......................................................... day of....................................................... Two Thousand Fifteen.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Delhi in the presence of the witness:
<table>
<thead>
<tr>
<th>For and on behalf of the 'Agency'</th>
<th>For and on behalf of the “Food Safety Standards Authority of India (FSSAI)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of the authorized Official</td>
<td>Signature of the authorized Officer</td>
</tr>
<tr>
<td>Name of the Official</td>
<td>Name of the Officer</td>
</tr>
<tr>
<td>Stamp / Seal of the Agency</td>
<td></td>
</tr>
<tr>
<td><strong>SIGNED, SEALED AND DELIVERED</strong></td>
<td></td>
</tr>
<tr>
<td>By the Said</td>
<td></td>
</tr>
<tr>
<td>................................................................................Name on behalf of the Agency</td>
<td>................................................................................Name on behalf of the “Food Safety Standards Authority of India, Delhi”</td>
</tr>
<tr>
<td>in presence of Witness:</td>
<td>in presence of Witness:</td>
</tr>
<tr>
<td>................................................................................Name</td>
<td>................................................................................Name</td>
</tr>
<tr>
<td>Address:........................................................................</td>
<td>Address:........................................................................</td>
</tr>
</tbody>
</table>
Annexure-VII

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date: .................

Bank Guarantee No. : 

Amount of Guarantee : 

Favoring : “Sr. Accounts Officer, FSSAI”, payable at “New Delhi”

Guarantee period : From __________________________ to __________________________

Guarantee Expiry Date : 

Last date of Lodgment : 

WHEREAS Food Safety and Standards Authority of India having its office at 3rd and 4th Floor, FDA Bhawan, Kotla Road, New Delhi – 110 002 (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] (“Contract”) with [insert name of the Successful Bidder] ......................... (hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assign for providing Consultancy services for mapping of ITC-HS (Harmonized System) Code with Food Safety and Standards (Food Products Standards and Food Additives) Regulations, 2011, mapping of Indian Food Code (IFC) with Food Safety And Standards (Food Products Standards And Food Additives) Regulations, 2011 and mapping of IFC with kind of food business operators at FSSAI to Food Safety and Standards Authority of India shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Document] dated [insert date of issue of Tender Documents].................................and various other documents forming part thereof.
AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 5% (five percent) of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the service provider.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (hereinafter referred to as the “Bank”) having its registered office at [insert the address]............................................................................................................. and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].......................................................................................................................... only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by
reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]..........................................................granted to him by the Bank.

Date:
Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank
Annexure - VIII

(Letter of Authorisation for attending Bid Opening)

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach on or before time of bid opening)

To

The Director (Imports),
Food Safety and Standards Authority of India,
4th Floor, FDA Bhawan,
Kotla Road,
New Delhi-110002

Subject: Authorization for attending bid opening on ______(date) in the Tender of ________________________________.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of ________ (Bidder) in order of preference given below.

Order of Preference Name Specimen Signatures

I.  

II.  

Signatures of Bidder

Or

Authorized person to sign the bid Documents on behalf of the Bidder

Note: 1. Maximum of one representative will be permitted to attend bid opening. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received
### Annexure-IX

**CHECK LIST**

The documents are to be submitted in descending order:

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Particulars</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Tender Fee for ₹1000/- (Non-Refundable) in case of downloaded document in the form of Demand Draft or Banker’s Cheque from any of the Commercial Banks in an acceptable form in favour of “Senior Accounts Officer, FSSAI” payable at “New Delhi”.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>EMD for Rs.50,000/- in the form of Fixed Deposit Receipt or Banker’s Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form separately in favour of Senior Accounts Officer, FSSAI payable at New Delhi.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Technical Bid (Annexure I - IV):</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Annexure – I – Bid Form (General Details)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Annexure – II – Financial Capacity</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Annexure – III – Performance Statement</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Annexure – IV – Declaration (Blacklisting)</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Registration Certificate</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Copy of CST/VAT/TIN Registration Certificates</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of PAN Card</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Copies of Income Tax Returns filed for the last three Assessment Years.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial years i.e. for 2011-12, 2012-13 and 2013-14.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Attested copy of work orders issued by the Government Departments / PSUs in support of having experience.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Signing and stamping on all the pages of the bid document by authorised persons.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Any other document (Mention specifically)</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Financial Bid (Annexure V)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Contract Form</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Authorisation letter for attending bid opening (Annexure VIII)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Check list (Annexure IX)</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Non-Submission of the above-mentioned documents would lead to rejection of the bid at the Technical Evaluation stage itself.