

fssai

**REQUEST FOR PROPOSAL FOR
OPERATION AND MANAGEMENT
CONTRACT OF
FOOD RESEARCH AND
STANDARDISATION LABORATORY
(FRSL), GHAZIABAD**



**Food Safety & Standards Authority of
India**

**Ministry of Health & Family Welfare
FDA Bhawan, Kotla Road
New Delhi - 110002**

Letter for invitation:

Dear Sir/Madam,

Proposals are invited on behalf of Food Safety and Standards Authority of India for Operation and Management of FRSL Ghaziabad in a sealed two bid system from the Firms who have participated in the EOI published on 17th August, 2016 (List placed at Appendix-1). The bids are to be submitted under a two bid system i.e. Technical and Financial Bids in the prescribed format. Financial bids of only technically qualified bidders would be opened.

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

Yours Sincerely,

A handwritten signature in blue ink, enclosed in a circle, with the date 31/10/2016 written below it.

Head (Quality Assurance)
Food Safety and Standards Authority of India,
FDA Bhawan, Kotla Road,
New Delhi - 110002

DATA SHEET

1	Name of Tendering Authority: FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
2	Method of Selection: Selection of the Bidders will be a two stage process. In the first stage the Bidders will be pre-qualified based on the Technical Bids as per the selection criteria defined in the document. The bids of only the Technically qualified bidders will be considered for opening the Financial Bid. The Final selection will be on the basis of Quality cum Cost Based Selection (QCBS) system and the bidder scoring highest marks will be selected as the successful bidder. In case of a tie, the bidder with lowest Financial Bid will be declared successful.
3	Financial bid to be submitted along with the Technical Bid: sealed separately in an envelope.
4	<p>A Pre- Bid conference will be held: Yes Date: 17th November, 2016 at 12.15 Hrs. Venue: FSSAI HQ Details:</p> <p>A maximum of two representatives of each Bidder shall be allowed to participate on production of a letter from the Bidder.</p> <p>Bidders requiring any clarification on the RFP may send their queries to the Head (Quality Assurance), FSSAI by email at labs.fssai@gov.in. All queries should reach FSSAI by Email with an attachment in 'MS-Word format' at least two days prior to the pre-bid conference date as per details provided below. FSSAI shall endeavor to respond to the queries within the specified period specified therein but not less than 5 days prior to the Bid Due Date. FSSAI reserves the right not to respond to any question(s) or provide any clarifications.</p>
5	<p>Point of contact for any queries related to the RFP:</p> <p>Head Quality Assurance Food Safety & Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi - 110002 Tele-fax: 011-23237418 Website: http://www.fssai.gov.in Email: labs@fssai.gov.in</p>

6	Consortia: Any kind of joint venture or consortia by the firms who have participated in the EOI published on 17 th August, 2016 will not be permitted for submitting the RFP..
7	The Bidder must submit one copy each of the technical bid and the Financial Bid in separate sealed cover. Bids received in unsealed conditions will be summarily rejected.
8	The Bidders are required to submit three envelopes, one labeled "Technical Bid" the other labeled 'Financial bid' and the third labeled 'Non-refundable Fee and EMD'. All the three bids must be sealed in one larger envelop and should be marked properly indicating the contents, " <i>Bid for (Operation and management Contract of FRSL, Ghaziabad)- Do not open except in presence of the Evaluation Committee</i> " The name of the Bidder submitting the bid must also be clearly indicated on the envelope. Each bid (Technical and Financial separately) shall be hard bound and pages serially numbered. Financial figures shall be laminated/covered with transparent adhesive tape.
9	The Technical bid must not contain any pricing information. If the technical bid contains any commercial information, the bid is liable to be rejected. In submitting additional information, please mark it as "supplementary" to the required response. If the Bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the bid must include a description of such services as a separate and distinct attachment of proposal.
10	EMD : An amount of Rs. 5 Lakh (Rupees Five Lakh only) in the form of Demand Draft drawn in favour of Senior Accounts Officer, FSSAI payable at New Delhi or a Bank Guarantee, in favor of the Senior Accounts Officer, FSSAI issued by a Scheduled bank and will be valid for a period of 180 days, must be submitted along with Bid documents. . Bids not accompanied by the EMD shall be rejected. EMD amount of the unsuccessful bidders will be returned without any interest after signing of the contract with L1 bidder
13	EMD of The Unsuccessful Bidders Will Be Returned Not Later Than 45 Days From the date of opening of financial bids. EMD amount of the selected bidder's shall be returned upon the bidder signing the agreement and submitting the performance bank guarantee (PBG). No interest shall be paid by FSSAI on EMD and PBG submitted by the bidder.
14	Bids must be submitted not later than on 23rd November, 2016 at 1730 hours . Bids received after this will not be entertained or considered.
15	Address for submission of the Bid: Head (Quality Assurance) Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi - 110002
16	Date for public opening of Technical Bids- (To be notified)
17	Date for opening of Financial Bids of Eligible Bidders (to be notified)

18	Expected date for contract negotiations to be notified)
19	Expected date for commencement of services(to be notified)
20	<p>Performance Bank Guarantee (PBG):</p> <p>The successful bidder will have to deposit a Performance Bank Guarantee (PBG) equivalent to 10 % of the Capital Cost component quoted by him in favour of 'Senior Accounts Officer, FSSAI', with validity of Five years, within 21 days of award of tender.</p> <p>In case of any adverse findings by the FSSAI related to the quality of testing equipment /Infrastructure provided by the bidder which has a direct impact on the day to day running of the laboratory/NABL accreditation of the laboratory, as well as the reliability of testing carried out by the bidder, FSSAI will be free to encash the Bank guarantee in part/full as per its discretion after giving a hearing to the bidder.</p> <p>The other provision of penalty as mentioned in this tender document will also be applicable, for FSSAI to encash the security deposit in part/full as per its discretion.</p>
21	<p>Documents to be submitted by the bidder:</p> <ul style="list-style-type: none"> a) Technical bid in the format prescribed in the document along with mentioned supporting documents with signature name designation and seal of the authorized representative of the bidder on each page of the technical bid. b) Financial bid in the format prescribed in the document with signature name designation and seal of the authorized representative of the bidder on each page of the financial bid. c) Acceptance of the terms and conditions of the project in the format as given in the tender document. d) EMD as per the details above. e) Detailed project report including the methodology to be followed by the bidder for up gradation and day to day running of the FRSL Ghaziabad incorporating details of civil work and infrastructure upgradation.
22	FSSAI reserves the right to accept or reject any or all of the offers at any stage of the process without assigning any reasons thereof and any claim /dispute on this shall not be entertained.
24.	

1. INTRODUCTION

The Food Safety and Standards Act, 2006 was enacted in 2006 in order to consolidate all the laws relating to food and to establish the Food Safety and Standards Authority of India (FSSAI) for laying down science-based standards for articles of food and for regulating their manufacture, storage, distribution, sale and import, for ensuring availability of safe and wholesome food for human consumption in the Country. By virtue of the mandate given to FSSAI, Rules and Regulations hitherto implemented under various regulatory orders were repealed with effect from 5th August 2011.

The Food Authority is mandated to lay down the procedure, guidelines and notification of the accredited laboratories. FSSAI may notify laboratories and research institutions accredited by NABL or any other accreditation agency. In addition to above, it also mandates the Food Authority to develop regulations for food testing laboratories, protocols for testing, audit of food safety systems and undertaking training and capacity building for laboratory staff and professional food analysts.

2. Food Research and Standardization Laboratory (FRSL) GHAZIABAD

Food Research and Standardization Laboratory (FRSL) is a Food testing laboratory of India established on 01-12-1971 under DGHS Ministry of Health & Family Welfare. Laboratory has its own building at Ahinsa Khand, Indirapuram, Ghaziabad in the area of around 2.5 acre. FRSL has the status of a referral laboratory and is under administrative control of FSSAI.

Total construction Area –

G. Floor – 1574 Sq.m

First Floor – 1455 Sq.m

Total – 3029 Sq.m

3. RFP OBJECTIVES:

The objectives for the proposed RFP are as follows:

1. To equip FRSL Ghaziabad with the complete testing facilities as per the requirements of FSSR along with the required manpower to fully operate and run the laboratory.
2. Testing facilities will include the supply, installation, testing and commissioning of equipment for qualitative and quantitative analysis of Heavy Metals, Pesticide

Residues, Antibiotic residues in all kinds of food matrices and other general laboratory equipment as detailed out in this document, besides providing required laboratory furniture along with the necessary structural modifications as may be required to be carried out for smooth functioning of the Lab.

3. The Successful Bidder will provide all the testing facilities along with technical and supporting human resource at FRSL Ghaziabad and will operate and maintain the facilities for 5 years which may be extended for a further period of 2 years on satisfactory performance at mutually agreed terms and conditions and rates.
4. The proposal envisions a model in which all the operating expenses towards running of a State of the Art Food Testing Laboratory will be met from the revenue generated from the testing activity. FSSAI will provide viability gap funding for initial expenses towards the infrastructure which includes civil and electrical work and laboratory furniture and testing equipment and the same will be the property of FSSAI after the contract period. The operating and maintenance expenses will come from the revenue generated from the testing charges of the samples tested.
5. The FSSAI will also pay a monthly fixed cost to the successful bidder subject to testing of assured number samples by the bidder. In case the number of samples exceeds the assured number of samples, the applicable testing charges per sample of relevant food category, as decided by FSSAI from time to time, will be paid by FSSAI. FSSAI will make all endeavors to provide sufficient samples to FRSL and no other cost will be provided by FSSAI.
6. The bidder will not accept samples (other than referral samples from State Food Safety Commissioners/FSSAI Authorized Officers/Customs Department) for analysis without the written permission of FSSAI.
7. The laboratory will be handed over in as is where is basis to the successful bidder and he will be responsible for upgradation and complete operation & maintenance of the laboratory.
8. FSSAI will retain the legal identity of the laboratory and the Director of the laboratory, Technical Manager and Quality manager along with the Head Sample Cell will be the employees of FSSAI appointed and deputed by FSSAI. The bidder will have to ensure that the analysis of samples are carried out to the full satisfaction of the Director (FRSL), who will be the signing authority of all Analysis Reports as per FSS Act.
9. All safety parameters such as heavy metals, pesticide residues, Microbiological testing etc shall be covered under NABL accreditation within a period of One year and six months after the laboratory is handed over to the successful bidder.

4. COSTING HEADS OF THE PROJECT:

1. Cost towards infrastructure including technical civil work, electrical work, and laboratory furniture. The bidder will have to provide a detailed work plan for the infrastructure provision. This component may be denoted as "A"
2. Cost (excluding taxes) towards procurement, installation and commissioning of the all the equipment as per the enclosed list. – To be quoted by the bidder. This component is denoted as 'B'.
3. Management Cost : An one time fixed management cost towards the operation of the project. This component is denoted as 'C'.
4. Fixed operating cost per month for analyzing 500 guaranteed samples per month to be quoted by the bidders. This cost component is denoted as "D".

$$\text{Total Operating Cost for 5 years} = (D \times 60)$$

Explanatory note: A monthly fixed cost for the complete analysis of 500 samples will have to be quoted by the bidder. FSSAI will ensure a minimum of 500 samples per month to the bidder. In case the samples received for testing in a month are lesser than 500 sample per month, only the fixed operating cost ('D') per month will be paid to the bidder.

In case the number of samples exceed 500 sample per month, testing charges for extra samples will be paid by FSSAI as per the applicable rates decided by FSSAI from time to time, for the relevant food category .

No other cost per month will be payable to the successful bidder.

Total financial cost, $X=A+B+C+(D \times 60)$.

The total component 'X' will be used for determining the financial score of the bidders. The lowest financial quote will be given 100% marks i.e. 40 marks and the marks of the next higher financial quotes will be reduced proportionately.

5. SCOPE OF THE WORK:

The scope of the work is divided into following components:

- a) Infrastructure provision including civil work.
- b) Provision of Manpower .
- c) Providing, Installing and commissioning Testing equipment.
- d) Operation and maintenance of facilities, including testing of food samples as per FSSR-2011.

The details of the components are given below:

5.1 Scope of infrastructure provision including civil work: Infrastructure works including technical & civil work, electrical work, and laboratory furniture will be provided by the bidder as per the detailed work plan submitted by him. The main components are listed below:

- i. Repair of Exterior and Interior walls of the building, plastering, painting and waterproofing thereof and exterior modification to enhance building appearance;
 - ii. Upgradation of interiors, including flooring, false ceiling, portioning, painting and overall interior upgradation so as to upgrade the lab into a world class lab;
 - iii. Installation of External and Internal boards & Signages;
 - iv. Installation of Security features like CCTV Cameras, monitors, access control, fire safety alarms, biometric attendance system etc.;
 - v. Repair/Replacement of ETP Facility;
 - vi. Upgradation of Water treatment plant;
 - vii. Complete designing and set up of Microbiology Lab, including installation of HVAC System etc.;
 - viii. Installation of gas lines, manifolds and creation of cylinder storage facility/Gas bank for all instrumentation labs;
 - ix. Centralized Air-conditioning for the instrumentation labs;
 - x. Solid Waste/Biological Waste Disposal is a Challenge;
 - xi. installation of Solar panels for external lighting and led lights in the lab;
 - xii. UPS systems for all High end equipment;
 - xiii. Provision of storage chambers for chilled or frozen samples and storage cabinets and shelves for ambient temperature samples;
 - xiv. Provision of modern design lab furniture and equipment trolleys;
 - xv. Introduction of Bar coding of samples and LIMS
- a) The successful bidder will have to carry out all the above civil and electrical works and any other works that the bidder may consider necessary for proper set up and functioning of the laboratory and the equipment's The bidders will be required to submit detailed plan of the civil modifications required.
 - b) The bidders are advised to carry out onsite inspection of the existing facilities to ascertain their suitability for use and financial bid should include the cost for repair/replacement if any.

The laboratory will be handed over in as is where is basis to the successful bidder.

5.2 Manpower to be provided:

Successful bidder will have to make provision for the trained, experienced and qualified manpower to be made available at FRSL Ghaziabad. **The successful bidder will have to provide the Scientific and Technical manpower as detailed by him at FRSL Ghaziabad indicating the number of persons proposed to be provided.** A list in the following format is required to be submitted:

S. No.	Designation	Total Number
1.	Representative Technical Manager Chemistry	
2.	Deputy Technical Manager Chemistry	
3.	Representative Technical manager, Microbiology	
4.	Deputy Technical Manager Microbiology	
5.	Representative Quality assurance manager.	
6.	Deputy Quality assurance manager.	
7.	Quality assurance executive.	
8.	Analyst Chemistry	
9.	Analyst, Microbiology	
10.	Data entry operators and sample cell support staff	
11.	Lab attendant	
	TOTAL	

- a) The educational qualification experience etc. of the manpower has to be in accordance with the requirement of ISO 17025 which has to be ensured by the successful bidder.
- b) The successful bidder can increase the manpower depending on the number of the samples required to be analyzed. However, the total manpower as detailed above is required to be made available on a regular basis at FRSL Ghaziabad. No cost towards the manpower will be separately payable by FSSAI.
- c) The successful bidder will have to make provision towards the security and housekeeping arrangement of the FRSL Ghaziabad. The successful bidder can outsource the work related to security and housekeeping activity, if he so desires. However, no cost towards the same will be separately payable by FSSAI.

5.3 Equipment to be provided:

Sl. No.	Name of the Equipment
1	Automated protein, fat, Nitrogen and fibre analyzer
2	Auto- titrators
3	Automated SPE
4	Automated Amino acid analyzer
5	Autoclave (2 Numbers)
6	Anaerobic assembly
7	Automatic Soxhlet fat extraction system
8	Balance - 0.1 mg accuracy to 220g
9	Balance 1mg to 1kg
10	Balance with 0.01mg least count
11	Barcoding Instrument

12	Biosafety cabinet class II & Laminar Air Flow
13	Biometric Attendance
14	Bomb Colorimeter
15	Butyro-refractometer
16	Calibrated Thermometer (suitable number)
17	Centrifuge (Refrigerated and Non-refrigerated)
18	Conductivitymeter
19	Centrifuge (-18C)
20	Cold Storage (-18C, -20C)
21	CHNS/O Analyzer
22	Cyanide Analyzer
23	Deep freezer (-20C)
24	Dessicator
25	De-humidifier
26	Distillation Units
27	Electronic Balance (5kg with min 1g)
28	Electric blender with a stable steel jar
29	ELISA Reader
30	Ethylene analyzer
31	Fume hoods
32	Flash point apparatus
33	Flame Photometer
34	Fluoride meter
35	FTIR
36	Fumigator or Fogger
37	Fully automatic Dietary Fiber Analyzer
38	Food Texture Analyzer
39	GCMS-MS
40	GC with headspace
41	GC with FID + PID, Halogen Detectors
42	GC with NPD,TCD
43	Glassware Washer/Dish washer with dryer
44	Hygrometer (Suitable Number)
45	Hot Plates
46	Homogenizer
47	HPTLC
48	Heating Mantle
49	Howard Mold Count
50	Hot Air Oven (Sterilization of glassware)
51	HPLC - FID, PDA, FLD
52	HPLC based - Anti oxidant Analyser
53	HVAC System - for Microbiology Lab
54	ICP-MS
55	Ion Chromatorgraphy System

56	Incubators (25C, 37C, 30C, 22C, 55C, 42C, 44C)
57	IR Moisture analyser
58	Karl Fischer Titrator
59	LCMSMS
60	Level Colony Counter
61	Muffle furnace
62	Magnetic Stirrer
63	Melting Point Apparatus
64	Water purification system
65	Microwave digestion system
66	Mercury analyzer
67	Micro balance with up-to 6 decimal places (Microgram level)
68	Microscope & Comparison Microscope with Phase Contrast
69	Micro filtration assembly (Multi Branched)
70	Micropipette - with suitable range & use (Suitable number)
71	Nitrogen gas generator with equipment
72	Oven / Vacuum oven (1+1)
73	Pulverizer
74	Projection Microscope
75	pH meter
76	Polarimeter
77	Pyknometer
78	PV Set
79	Post Column derivitization
80	Refrigerator (Suitable number)
81	Refrigerator (vertical double door - Suitable number)
82	RM Set
83	Sieves shaker
84	Stomacher
85	Solid Phase Extraction System
86	Thermometer - with suitable range & use (suitable number)
87	Tinto meter
88	Turbidity meter
89	UV Chamber
90	UV Visible Spectrophotometer
91	Viscometer
92	Vacuum Evaporators
93	Vortex
94	Weight Box
95	Water Bath with suitable range & use (Suitable number)
96	Other Miscellaneous [Burner, Sieves, Lenses, Magnet, Sample divider, Camera, Necessary Glassware, Anti vibration table for all balances, Computer Systems, UPS System, Unlimited power supply (100KVA), Printer, Scanner]

97	Providing suitable LIMS (Laboratory Information Management System in the laboratory)
98	CCTV Camera (Full lab to be covered, Recording & memory backup up to 1 month to be provided)
Note: All Equipment's to be supplied with their relevant accessories	

Note:

- a) Specification preparation and purchase of the equipment would have to be carried out by the successful bidder with the ownership rights of the equipment being with FSSAI. The purchased equipment's should be able to perform the respective testing as per FSSR and the bidder will be liable for their proper working during the contract period. All the AMC and maintenance work of the equipment is to be carried out by the successful bidder. In case of any serious defect observed during the working of the equipment, the same would be replaced by the successful bidder at his own cost.
- b) The cost towards infrastructure and equipment facilities would be paid to the successful bidder by FSSAI on actuals basis subject to the maximum of quoted amount. If the quoted amount falls less than the actual cost, the balance amount will have to be brought in by the successful bidder.
- c) There will be a 6 member Joint Management Committee comprising of three representatives each from the successful bidder and FSSAI (Director FRSL and two other representative of CEO, FSSAI). All procurement of equipment and infrastructure facility creation will be carried out with the approval of the Joint management Committee.
- d) The cost should include all the accessories, equipment for sample preparation, CRM etc required for the functioning of the respective equipment.
- e) No extra cost for any relevant accessory/gas line/sample preparatory equipment will be paid by FSSAI.
- f) The purchased equipment should be able to meet the requirements of the LOD and LOQ (Limit of detection and Limit of quantification) for the relevant parameters as specified in FSSR, FSSAI Manuals, Relevant test methods and be compliant to the requirements of ISO 17025.
- g) The successful bidder can make use of the existing testing equipment's at FRSL Ghaziabad, if he so desires. However, equipment's as described above have to be necessarily provided and their cost quoted in the financial bid.
- h) All the infrastructure and Equipment facilities created under this contract will be the property of FSSAI and the Bidder will have to ensure that the same are handed over to FSSAI in good working order after the contract period.

6. FORMAT OF THE TECHNICAL AND FINANCIAL BID:

The technical bid of the bidders will be evaluated on the basis of evaluation matrix given below. The bidder who scores at least 60 % marks will be eligible for consideration for opening of financial bid.

S. No.	Criteria	Marks allotted	Total marks	Information required to be provided by the bidder
1.	Operation of food testing laboratories in India at different locations for the past 3 years. The laboratories at various locations should currently be accredited by NABL.	5 for each location. Laboratories at 2 and more than 2 locations will be awarded the maximum marks of ten.	Maximum 10	Name and location of each of the labs operated by the bidder. Copy of NABL accreditation certificates along with documentary proof towards accreditation to be enclosed.
2.	NABL Scope of testing in the laboratory of the successful bidder should have the following parameters: Heavy Metals Pesticide residues Microbiological Parameters Food categories out of 11 as per FSSR should be covered in the NABL scope of lab.	3 3 3 2 for each food product category. Seven and more than 7 food categories will be awarded the maximum marks of 14	Maximum 9 Maximum 14	Information as desired under along with supporting document in form of NABL scope.

4.	<p>Financial strength of the bidder.</p> <p>Bidder will get 2 marks for minimum turnover of Rs 3 crore for his total revenue from Food testing laboratory. To avail 7 marks, the bidder should have a minimum turnover of Rs 10 Crore and more in the past three years.</p>	2 marks for minimum turnover of Rs 3 crore and its multiple.	7	Financial statements certified by Company Secretary/Chartered Accountant for the past three years.
5.	<p>Technical competency of the manpower to be supplied at FRSL:</p> <ol style="list-style-type: none"> 1. Deputy Head Chemical: Bidder will get 5 marks for minimum qualification of post-graduation of the Deputy Head Chemical section. 1marks for additional PhD qualification and 2 additional marks will be given if he/she is a qualified Food Analyst. NABL signatory experience will fetch the bidder an additional 2 marks. 2. Deputy Head Microbiology: Bidder will get 5 marks for minimum qualification of post-graduation of the Deputy Head Microbiological section. 1marks for additional PhD qualification and 2 additional marks will be given if he/she is a qualified Food Analyst. 		20	Qualifications of the persons who will be provided at FRSL Ghaziabad.

	NABL signatory experience will fetch the bidder an additional 2 marks			
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Note:

1. The technical bid has to be filled in the above format only along with all the supporting and explanatory details for which separate sheets can be enclosed. NABL scope copy, financial Statement and resumes of proposed deputy heads with supporting documentary proof to be submitted.
2. Any incorrect information in the technical bid will make the bidder liable for rejection directly.
3. No financial costs should be mentioned in the technical bid and the same shall be provided separately in a sealed envelope marked financial bid.

Name:

Signature:

Designation:

Date:

Seal:

To be filled in the format given above and signed by the authorized representative of the bidder.

7. FORMAT FOR FINANCIAL BID:

S. No	Cost Component	Note .
1	Cost towards infrastructure including technical civil works, electrical work and laboratory furniture.	This component will be denoted as "A". Payable by FSSAI as per actuals subject to maximum quoted amount.
2	Cost of Equipment's to be provided, installed and commissioned . This component is denoted as 'B'.	This component will be denoted as "B". Payable by FSSAI as per actuals subject to maximum quoted amount.
3	Management Cost. This component is denoted as 'C'.	75 % of the cost will be paid after the upgraded laboratory has started testing samples on behalf of FSSAI. 25 % of the cost will be paid after NABL accreditation of the safety parameters.
4	Operation and maintenance cost per month for analyzing 500 samples per month. This component is denoted as 'D'	Total Minimum cost to be filled by the bidder. Per Month Cost = D Total operating cost for five years = D x 60
	Grand Total X	X=A+B+C+(Dx60).

Note:

1. The financial bid has to be filled necessarily in the format given above and has to be signed by the authorized representative of the bidder with full name designation and seal.
2. Explanatory notes if so desired can be separately submitted along with the financial bid but financial bid in the above format is required to be submitted.
3. All costs to be quoted shall be exclusive of taxes.
4. Component A & B would be paid as per actuals subject to the maximum limit of the quoted amount. If the quoted amount falls short during actual execution of the project, the balance would be brought in by the bidder.
5. The bidder will bear all costs towards the water and electricity charges and no separate payment on this account will be made by FSSAI.
6. FSSAI will bear the property tax and other municipal taxes, if any.
7. All safety parameters such as heavy metals, pesticide residues, Microbiological testing etc. shall be covered under NABL accreditation within a period of One year and six

months after the laboratory is handed over to the successful bidder. NABL accreditation for all other parameters shall be achieved within 4 years from date of handing over of the laboratory to the successful bidder.

Name:

Signature:

Designation:

Date:

Seal:

To be filled in the format given above and signed by the authorized representative of the bidder.

8. Provision for penalty

S. No.	Tasks to be performed by the bidder.	Time period	Penalty .
1.	All safety parameters such as heavy metals, pesticide residues, Microbiological testing shall be covered under NABL accreditation within a period of one and Half year after the laboratory is handed over to the successful bidder	Within one and half year after the laboratory is handed over to the successful bidder.	10 % of the monthly O&M cost for each month after one and half year for delay up to 6 months. After 6 months the penalty will be increased to 25 % per month.
2.	Maintaining Integrity and confidentiality with respect to the testing being carried out by all the employees of successful bidder.	Throughout the term of the contract.	The successful bidder will be liable to replace his employee in case of any adverse findings against him by FSSAI within a period of one month. In case the bidder will is unable to replace the tainted official, a penalty of 10 % of the O&M cost would be levied for 6 months. After 6 months, FSSAI will be free to terminate the contract and confiscate the security deposit.
3.	Infrastructure including testing equipment found substandard.	Throughout the term of the contract.	Up to 100 % of the performance guarantee as per the decision of the competent authority of FSSAI.
4.	Time norms for issue of test reports as per the FSS Act 2006 to be followed .	Throughout the term of the contract.	Delay of more than 5 days in the reporting of more than 10 % of the samples would attract a penalty of 10 % of the monthly O&M cost.

Annex I.

Terms and Conditions of the Contract:

Liability of the successful bidder

- 1) The successful bidder shall be responsible for testing the various food products as per the requirement of FSS Act, Rules and Regulations.
- 2) Any research and development or standard development work to be carried out in the FRSL by the successful bidder shall be separate from the scope of this proposal and the same shall be carried out as per the mutually accepted terms and conditions and schemes laid down by FSSAI from time to time.
- 3) FSSAI will be free to use the upgraded laboratory for training programs as per its requirements and any payment for the same, if required shall be made as per the mutually accepted terms and conditions and schemes laid down by FSSAI from time to time.
- 4) All the safety parameters such as heavy metals, pesticide residues, Microbiological testing etc shall be covered under NABL accreditation within a period of one and a half year after the laboratory is handed over to the successful bidder.
- 5) The successful bidder shall carry out testing as per the latest applicable FSSAI manuals and as per the requirement of FSS Act.
- 6) The successful bidder shall be responsible for listing out all the equipment, reagents, laboratory glassware and consumables that will be required for carrying out the tests.
- 7) The successful bidder shall be responsible for providing all the required laboratory equipment at FRSL for carrying out complete testing as per the FSSR for the relevant food category. The list of the equipment's is not comprehensive. The bidder may have to bring additional equipment's as per the requirements of FSSR. The successful bidder shall be responsible for maintaining annual maintenance contract wherever required to ensure the smooth functioning of the all the laboratory equipment.
- 8) The successful bidder shall be responsible for the purchase of all laboratory consumables required in the laboratory to ensure its modes functioning. The purchase of consumables shall be divided into two parts, there shall be an initial stock creation with all required chemicals to ensure initial availability. After this, the consumables shall be purchased from time to time based on the consumption in the laboratory. The responsibility for reviewing and approving purchases will be carried out by the successful bidder in association with the staff to be provided by FSSAI.

- 9) The successful bidder shall be responsible for maintaining records of purchase and inventory of available chemicals and consumables in the laboratory under the supervision of Staff to be provided by FSSAI.
- 10) The successful bidder shall be responsible for providing skilled and experienced scientific and technical manpower for carrying out testing for the parameters as per the FSSR.
- 11) All the personnel stationed at the FRSL by the successful bidder shall be employees of the successful bidder except those provided by FSSAI.
- 12) The successful bidder shall have complete responsibility for paying their salaries and fulfilling all statutory requirements related to their employment such as ESI, EPF, TDS and maintaining complete records of payroll leaves etc.
- 13) The successful bidder shall be the point of contact and have full responsibility for handling all HR related issues that may arise at FRSL except for those provided by FSSAI.
- 14) The successful bidder shall be responsible for establishing and maintaining a quality management system in compliance with the requirements of NABL as per ISO 17025.
- 15) The successful bidder shall have complete responsibility for coordinating with NABL and the assessment teams. The successful bidder shall have to organize and bear all costs related to the NABL assessments of the laboratory which may include and is not limited to assessment and accreditation fees, travel arrangements, local transportation, food and lodging of the assessment team.
- 16) The successful bidder shall provide all the necessary procedures and policies to ensure compliance to the accreditation requirements and shall be free to develop suitable procedures and policies and implement them in the FRSL in consultation with the staff to be provided by FSSAI.
- 17) The cost of participating in inter-laboratory comparison, internal quality checks and proficiency testing programs for gaining and maintaining the accreditation shall be borne by the successful bidder. However, the extent of participation shall be decided by the successful bidder in consultation with the Staff to be provided by FSSAI to ensure compliance to requirements of accreditation.
- 18) The successful bidder shall be responsible for day-to-day cleaning, preventive maintenance, repair and maintenance of all the equipment and facilities at FRSL.

- 19) The successful bidder shall be responsible for purchase of all reference standards, primary standards, reference cultures and their proper maintenance in consultation with the staff to be provided by FSSAI. The cost of all such materials shall be included in the consumable cost and the successful bidder will not be paid separately for purchasing such materials. However, the successful bidder shall have freedom to source such reference materials with proper traceability from their existing facilities.
- 20) The successful bidder shall have complete responsibility for the internal and external calibration of all instruments and equipment in consultation with the staff to be provided by FSSAI. In the event of any equipment going out of calibration the successful bidder shall be responsible for carrying out required repairs and adjustments.
- 21) The successful bidder shall be responsible for providing a complete system for managing the samples in the laboratory preferably including barcoding solution to ensure proper traceability of the samples within the laboratory.
- 22) The successful bidder shall be responsible for maintaining all records (printed or digital) for a mutually decided period, in a secure manner and also ensure easy and rapid retrieval of any records if required by FSSAI.
- 23) The successful bidder shall carry out the testing in the time frame as per the FSS Act rules and regulations.
- 24) The successful bidder shall make provision for storage of remnant samples in the laboratory as per the SOP developed by the joint management committee .
- 25) The successful bidder shall have complete responsibility to make the laboratory suitable for carrying out the testing work as defined under the scope.
- 26) Complete area of FRSL that include and shall not be limited to the open areas, lawns, driveways, external security and ground floor will have to be maintained by the successful bidder.
- 27) The successful bidder shall be responsible for maintaining contracts with suitable agencies for managing the biohazard waste and chemical waste generated by the laboratory. The charges for the disposal and management of the waste shall be borne by the successful bidder.
- 28) The generators shall be maintained and operated by the successful bidder and the cost of fuel of the generators shall be borne by the successful bidder.

29)The successful bidder shall be given complete freedom to carry out any minor changes in the facility while ensuring no structural damage to beams and columns is made. The successful bidder shall be allowed to remove, make holes in non-load-bearing structures such as walls and ceiling slabs if required for the installation of laboratory equipment or for improving the flow of the laboratory for efficiency. Any such similar work/ civil work shall be at the cost and responsibility of the successful bidder and shall be completed to match the finish of the existing laboratory infrastructure.

I (Name of the person) Authorized signatory of M/S
.....(Name of the firm) hereby agree to the above terms
and conditions .

Name.

Signature.

Date

Seal.

ANNEX II.

Provisions to be made by FSSAI:

1. FSSAI will retain the legal identity of the laboratory and the Director of the laboratory, Technical Manager and Quality manager along with the Head Sample Cell will be the employees of FSSAI. The salary and other benefits as applicable for the employees of FSSAI will be paid by FSSAI.
2. FSSAI shall be responsible for running a sample cell with the help of supporting staff to be provided by the successful bidder within the FRSL. The activities of the sample cell shall include the following –
 - a) Receiving all samples from FSSAI/other authorities.
 - b) Maintaining complete records of the samples received
 - c) Reviewing the status of the sample when received in the laboratory and deciding whether the condition is suitable for further processing and analysis
 - d) Coding of the samples to ensure that the identity is not revealed.
 - e) Subsampling or division of the sample into smaller parts for distribution to the different sections of the laboratory
 - f) Issuing the samples along with list of test to be carried out to the successful bidder
 - g) Maintaining complete records of the coding and identity and to carry out decoding of the samples once the results of analysis are released from the laboratory.
 - h) Reviewing the results of these by the successful bidder and signing the final report.
 - i) The retention and maintenance of the counter samples and suitable condition.
 - j) Responding to follow up on sample results from different authorities to avoid interaction of the analyst with people outside the laboratory.
3. FSSAI shall be responsible for ensuring all environmental clearances .The same have already been taken at FRSL and are being duly maintained and renewed.
4. FSSAI shall be responsible for sanction of suitable and sufficient electrical load for operation of the FRSL.
4. To resolve any issues regarding upgradation and day to day operation of the FRSL after handing over the same to successful bidder, a Joint Management Committee comprising of three representatives each from the successful bidder and FSSAI (Director FRSL and two other representative of CEO, FSSAI) will be formed.

List of Firms who participated in the EOI published on 17th August, 2016

1. Spectro Analytical Labs Limited, Greater Noida
2. Bhagvathi Ana Labs Pvt. Limited, Hyderabad.
3. National Collateral Management Services Limited, Gurgaon
4. Arbro Pharmaceuticals Private Limited, New Delhi
5. FICCI Research and Analysis Centre, New Delhi
6. Micro Chem Silliker Pvt. Ltd., Navi Mumbai
7. Advanced Research Analytical Services, Ghaziabad
8. Origo Commodities India Pvt. Limited, Gurgaon
9. Star Agriwarehousing and Collateral Management Ltd, Jaipur
10. Bharat Test House, Delhi
11. Interfield Laboratories, Kochi
12. Vimta Labs Limited, Hyderabad