

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF FOOD SAFETY ON WHEELS BY  
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**

**(Open Tender enquiry)**

**Request for Proposal (RFP) No. 12/2019-20**

**File No. 11023/62/2019-QA**

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

Dated the 30<sup>th</sup> October, 2019

The Food Safety and Standards Authority of India (hereinafter called "The Authority" invites tender on Two-Bid system for setting up of "**FOOD SAFETY ON WHEELS**" on turnkey basis.

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

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

- |   |   |  |
|---|---|--|
| (a) Queries to be addressed to                | : | nilesh.ojha@nic.in   |
| (b) Postal Address for sending the Bids       | : | Assistant Director (Quality Assurance)<br>Food Safety and Standards<br>Authority of India, FDA Bhawan,<br>Kotla Road, New Delhi-110002 |
| (c) Name/designation of contact person        | : | Nilesh Kumar Ojha<br>Assistant Director (Quality Assurance)  |
| (d) Telephone No.                             | : | 011- 23237417  |
| (e) Last Date and Time for Receipt of Tenders | : | <b>27<sup>th</sup> November 2019 at 1500 Hrs</b>   |
| (f) Date and Time of Opening of Tenders       | : | <b>27<sup>th</sup> November 2019 at 1530 Hrs</b>   |

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

(a) **Part I** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** Contains Essential Details of the Items/Services required, such as the Schedule of Requirements (SOR), Technical Details, Delivery Period, Mode of Delivery and Consignee details and Technical Bid Format.

(c) **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder, besides other conditions contained in this RFP.

(d) **Part IV** Contains Special Conditions of RFP, which will also form part of the Contract with the successful Bidder.

(e) **Part V** Contains Evaluation Criteria and Format for Price Bids/Commercial Bids.

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

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

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

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

## PART I – GENERAL INFORMATION AND INSTRUCTIONS

1. **Last date and time for depositing the Bids:** **27<sup>th</sup> November 2019 by 1500 Hrs.** The sealed quotations under two bid system (i.e. Technical Bid & Commercial Bid) in sealed covers should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed quotations should be dropped in the Tender Box marked for the said purpose by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Location of the Tender Box:** Reception Office, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
4. **Time and date for opening of Bids:** The tender box will be opened on **27<sup>th</sup> November 2019 at 1530 hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by this office).
5. **Place of Opening of the Bids:** Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System:** In case of the Two-Bid System, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like PAN, GST number, Bank address with EFT Account, if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Tender Inviting Authority in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority ([www.fssai.gov.in](http://www.fssai.gov.in)). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for have been properly received in time by the Tender Inviting Authority.
9. **Pre-Bid Conference:** All clarifications are to be resolved in the Pre-Bid Conference on **07<sup>th</sup> November 2019 at 1100hrs** in **Conference Hall of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002** prior to submission of bids.

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Tender Inviting Authority prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in forfeiture of Bidder's EMD.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Tender Inviting Authority may, at its discretion, ask or call the bidder for seeking clarification on his bid. The request for clarification will be given in writing/through email and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. **Conditional tenders will also be rejected.**
13. **Validity of Bids:** The Bids should remain valid till **06 Months** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) in favour of **Senior Accounts Officer, FSSAI** for an amount of **75,00,000/- (Rupees Seventy Five Lakh only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business. EMD should remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest whatsoever, at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D) or National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

## **PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED**

### **Functional Requirements.**

The tenders are invited for body building, interior fabrication of Food Safety on Wheels(FSWs) along with fixtures/furniture and supply, installation and commissioning of the equipments. FSSAI is acting as the nodal agency as well as service provider for establishing FSWs in States/UTs. For this, the Authority, on behalf of the States/UTs, will undertake and oversee the procurement process, ensure that the successful bidder is installing the FSWs properly at the locations/offices/ institutes specified and provide the after sales service during the agreed period of contract in respect of the FSWs including fabrication, equipment installed etc. under this contract to the satisfaction of the Tender Inviting Authority as well as the user institution.

This Tender is a Turnkey Project. The bidders are expected to quote their best rates for the MFTL. If the Tender Inviting Authority place orders for supply, installation and commissioning during the contract period, the same rates, terms and conditions in total will be binding on the successful Bidder.

Sl. No.	Description	Quantity
1.	Setting up of Food Safety on Wheels (FSWs)	100

Note: Complete Technical Details have been given in Technical Bid Form(B)

### **3. Delivery, Installation & Implementation Schedule**

The FSW should be fabricated and commissioned as per schedule given below: -

S. No.	Activity	Time Limit
1.	Body building, interior fabrication of FSW, fixtures/furniture and supply, installation and commissioning of equipments	03 months

(a) The successful bidder shall visit the scheduled institutions and recommend pre installation requirements at each institution. The details may be consolidated and shall be submitted to the Tender Inviting Authority for further actions. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, the Tender Inviting Authority shall deduct Liquidated Damage charges as per the tender conditions.

(b) The successful bidder will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the User Institution. It shall be ensured that the equipments arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

(c) If at any time during the currency of the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the Tender Inviting Authority/User

Institution in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority/User Institution for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the Tender Inviting Authority/User Institution shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.

(d) The successful bidder is required to deliver the equipments and install the equipments at the site within 03 months from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation / performance of the equipment to the satisfaction of the institution head or his/her representative. A proper detail of stock taking has to be obtained in the invoices from the respective user Institutions with signature and seal.

(e) A copy of the invoice shall be submitted to every User Institution to effecting stock entry at the respective location.

(f) The installation report and one month performance reports shall be submitted separately, in a single sheet printed back to back and shall be submitted individually for each equipment installed.

(g) The Tender Inviting Authority may also depute one of its representatives or from the funding agency with prior intimation to the successful bidder to be present for the demonstration. The signature of such official, if deputed, in the installation certificate is essential.

4. **Demonstration of technical specifications and performance:**

(a) Before the opening of the Financial Bid, immediately after the opening of Technical bid, the bidder shall arrange for demonstration of offered items at FSSAI at own cost, either directly or through authorized Dealer/Distributors, as the case may be, within the period specified by the TEC, for verification by the Tender Inviting Authority, whether the quality parameters offered meets the accuracy as indicated in Technical Bid Form(B), if required by the Tender Inviting Authority. The bidder may be prepared to do so by keeping one sample unit of the same make/model accessories ready at his/her disposal.

(b) If it is not possible for the successful bidder to provide the model offered and conforming to the exact specifications as para 1 of Part B, then it shall be open to the bidder to submit a model with similar specifications for the demonstration, if agreed by the Tender Inviting Authority. The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the bidder to manufacture and supply those items of specified specifications of good quality.

(c) Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such bidders shall not be considered for opening.

(d) The Tender Inviting Authority's/User Institution's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.

5. **Penalty for delay in supplies / Installation:** In the event of delay in supply, installation, testing and commissioning of the Food Safety on Wheels to the satisfaction of the **FSSAI** beyond the stipulated date:

- a. The Bidder will inform **FSSAI** well in advance in writing the reasons for delay in supply and/or installation of the Food Safety on Wheels.
- b. **FSSAI** shall have the right to recover liquidated damages at the rate of 0.25% of the Value of the Food Safety on Wheels per day, by which the supplies or their satisfactory installation and commissioning is delayed subject to a maximum of 10%. Once the maximum is reached **FSSAI** may consider termination of the supply order.

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

6. **Consignee Details.** State Food Safety Commissioners or any designated officer under State Food Safety Department(s) at district level as designated by FSSAI.

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

(a) Average Annual financial turnover, during the last three years should not be less than **Rs.5,00,00,000/-(Rupees Five Crore only)**. Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted alongwith the Technical Bid. Bidders should also enclose notary attested copy of IT returns filed for the last three financial years, notary attested audited copy of audited accounts, balance sheet, annual report etc.

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

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

(d) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business of **Rs.75,00,000/- (Rupees Seventy Five Lakh only)** toward Earnest Money drawn in favour of Senior Accounts Officer, FSSAI should be submitted along with the Technical Bid.

(e) Bidders are required to submit Bank Solvency Certificate issued not earlier than **31 August 2019**.

(f) Documents proving experience of having successfully completed 03(Three) project of similar nature should be submitted with the Technical Bid.

(g) Bidders should have the capability to attend repairs the Food Safety on Wheels and have the capability to ensure the uptime in a year of 90% as per **Annexure II**. (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)

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

(i) Bidder should provide general information as per **Annexure IV**. Any other details, as considered necessary may also be provided.

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

8. **Two-Bid System.** The quotation must be submitted by the bidder under two –bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers. Format of Technical Bid is at para 10 of the RFP. The documents mentioned in para(s) 7 and 12 should be enclosed with the Technical –Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement as per **Annexure V.**

9. **Other terms and Conditions:**

(a) All the terms and conditions in respect of warranty/guarantee, CAMC/AMC, Training of Staff etc shall be complied with.

(b) Technical Specifications and Standards: The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in **para 2 of Part-II** of this document.

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

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

10. **Amendment of tender documents:**

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

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

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

11. The Bidders are advised to submit Service Centre Details as per **Annexure VI.**



## 12. Bid Form

**TECHNICAL BID FORM (A)**

1	Tender to be submitted to	Joint Director(QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
2	Closing date and time for receipt of Tenders.	1500 hrs on <b>27<sup>th</sup> November 2019</b>
3	Time, date & place of opening of Technical Bids	1530 hrs on <b>27<sup>th</sup> November 2019</b> in Conference Hall, Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
4	Earnest Money Deposit	<b>Rs.75,00,000/-</b> (Rupees Seventy Five Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
5	Schedule of Requirements and other Technical features as contained in Pat II of the RFP and Technical Bid Form (B)	Complied / Not complied
6	Bank Solvency Certificate (issued not earlier than 31 August 2019)	Enclosed / Not enclosed
7	Authenticated copy of PAN	Enclosed / Not enclosed
8	Authenticated copy of GST Regn.	Enclosed / Not enclosed
9	Tender Bid valid for acceptance up to 06 months from the date of opening of the commercial bid.	Accepted / Not Accepted
10	Experience Certificate of having successfully completed 03(Three) project of similar nature.	Enclosed / Not enclosed
11	Average Annual Financial Turnover during the last three Financial years 2018-19, 2017-18 and 2016-17, should not be less than <b>Rs.5,00,00,000/-</b> (Rupees Five Crore only).	Enclosed / Not enclosed
12	Declaration form as per Annexure I	Enclosed / Not enclosed
13	Certificate of Guarantee/Warranty as per Annexure II	Enclosed / Not enclosed
14	An undertaking that the bidder has not been blacklisted/debarred by any State Govt./ Central Govt. Department/organization as per Annexure III.	Enclosed / Not enclosed
15	General Information about the Bidder as per Annexure IV	Enclosed / Not enclosed
16	Compliance sheet as per Annexure V	Enclosed / Not enclosed
17	Service Centre Details as per Annexure VI	Enclosed / Not enclosed
18	Documentary proof shall be submitted on the after sales facilities and expertise of the bidder	Enclosed / Not enclosed

Signature of Bidder \_\_\_\_\_  
Name in Block letters \_\_\_\_\_  
Capacity in which signed \_\_\_\_\_  
Date \_\_\_\_\_

Stamp of the Firm

### TECHNICAL BID FORM (B)

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

Sl. No	Item	Specifications	Please Specify whether the quoted model meets the specification (Yes/No)	Name of the Model and its Specification
<b>A Vehicle</b>				
	Dimension	L- 2900 – 3600 mm W- 1750 – 2100 mm H- 1700 – 2100 mm		
	Diesel Engine Capacity	2500cc & Above		
	GVW(Gross Vehicle Weight)	4700 Kg& Above		
	Max. Payload(In Kgs)	2600 & Above		
	Additional Features	Power Steering Warranty - 3 Lacs km/ 3-Year whichever is earlier.		
<b>B</b>	<b>Technical Specifications of the Container Body</b>			
	<ul style="list-style-type: none"> <li>➤ The Insulated Container is fabricated as per the requirement of the conditions inside the unit.</li> <li>➤ The PUF Insulated Container Body is built and designed for transportation of perishable materials at Low Temperature and in Highly Clean and Hygiene Conditions.</li> <li>➤ In order to maintain the required temperature, the thermal insulation and air leakage properties of our containers are comparable with the internationally accepted values.</li> <li>➤ The Features of the Panel Container are as below: <ul style="list-style-type: none"> <li>➤ Base frame made by 100X50mm C channel.</li> <li>➤ Cross channel 75X40mm.</li> <li>➤ External Structure made by 1.6 mm GI sheets.</li> </ul> </li> </ul>			

- Plane sheet for the container made out of 1.6 mm GI and inside 0.5 mm SS 304 grade/3mm FRP.
- All sheets joints are continuously with MS welding rod to strength the container. The internal strength is given by the internal framing by pipes/ MS stips.
- The external paint color shade and marking shall be as per specific customer requirements.
- The PUF will have average density of 38 - 40 kg/ m<sup>3</sup> and thermal conductivity value of 0.017 W/m deg. K. All six sides of the Body shall be homogeneously insulated with PUF .The average insulation thickness will be 50 mm.
- Rear Door With Flush Toughened Glass Windows( 02 Flaps) -to be fixed as per drawing
- Sliding windows x 2,Fixed Windows – 1 No.; to be fixed as per drawing
- The Container Body floor will have 16 mm plywood laid over the insulation.
- Further on top of this mat shall be laid for better return air evaporation.
- Insulated Body will have double door fitted with inner and outer seals.
- Electrical wiring -: Electrical wiring to be done as per drawing, fitment of sockets / switches , Light (DC) and Fan ( DC) x 4 nos
- Screws, Bolts and Rivets -: Stainless Steel and placed at even spacing
- Chassis & Body Integration -: U Bolts
- Retractable/ pull out awning from side of vehicle of dimensions 3962± 609 mm x 1219 ± 305 mm

The **interior paneling** of the Lab compartment including sidewalls, 60 mm partition between procedure cabin and driver cabin, roof, door panels and all other surfaces in the compartment should be made from long life superior quality material such as non-halogenated Flame Retardant Polymer of grade C-1196 HF.

- The interior material should have the following characteristics: Thickness - minimum 3.0 mm,
- Fire retardant as per IS - 6746 of 1988 or latest equivalent as applicable. No painting shall be allowed

- The **insulating material** should be Heavy Duty thermal PUF insulation to provide better temperature control.
- Sufficient reinforcement for holding the wall/floor mounted equipment securely while in transit should be present on the side walls

The van interiors should be suitable for easy cleaning, scientific fumigation & treatment with disinfectants. Joints should be flushed, seamless, hermetically sealed, waterproof & easy to disinfect. All interior materials shall comply with the fire safety requirements.

### **Power Supply**

One Dual Mode Petrol driven Silent Generator with self start of a minimum 7 KVA . One 5 KVA UPS to be provides as Backup for the Generator for minimum 45 min – 1 HR Backup. All equipment/AC should be powered by gen-set when stationary OR external line available at location to the Genset.

minimum of 10 meter cable for direct connection of power from outside sources

Fabrication should be done by the approved vendor or the vehicle manufacturer. The vehicle should have a vibration and shock proof design

### **Exterior:**

- The vehicle should have an additional Exhaust fan.
- The Body should have a carrier and the Ladder.
- Ceiling of the body should have insulator material (as coating or a material) on the inside.
- Should have one set of a radio and an amplifier along with TWO movable loud speakers with fixtures on the roof- (AHUJA Make)
- Foot step to be provided at the back end of the vehicle for entering/climbing.
- The exterior of the vehicle should be branded (either painted or stickered with the logo of FSSAI along with other pictures that will be provided by FSSAI to the successful bidder. The designs of logos and pictures would be provided in softcopy to the successful bidder.
- **Interior:**
- Workbenches on both sides with adequate moving space of a minimum two feet in the central area.
- Workbenches should have storage below and above the working platforms
- Space to be provided for safely fixing the generator, refrigerator and also securing the gas cylinder(s).
- The interior should have chemical resistant vinyl/PVC flooring or any suitable material.
- Provision should be made to safely securing the equipments under a vibration free, cushioned and fitting separations in order to prevent any damage during the vehicle is under movement.
- Sliding windows should be provided on both the walls of the vehicle.
- Collapsible/retractable ledge of 9-inch depth x 30 inch outside one of the windows for acceptance of samples. This ledge should be such that it can be secured flat on the body of the vehicle when the MFTL is on the move.
- Stowing area/room for accommodating the stools after working.
- Tissue paper roll holder, hand wash holder, towel holder, spatula holder, tweet pipette holder, test tube stand holder, separating funnel holder etc should be placed inside the lab in such a way that it can be accessed by sitting on the stool itself.
- The door shall have full length grab rail that is not projecting outside from the door front surface. The grab rails should be made of powder coated Aluminium.
- Dedicated space for keeping One **10 litres carboy** to be provided.
- Appropriate space and easily accessible positioning for placing fire extinguisher.

Water tank (acid and alkali resistance) – a minimum capacity of

	<p><b>A.C Unit -:</b> The vehicle should be provided with a minimum of 1.0 tonne 3 star split AC with the outdoor unit. In-door unit to be installed appropriately for uniform cooling inside the lab area.</p> <p><b>Electrical fitting and wiring -:</b> Minimum six power points on each side shall be given on two work benches to make equipments operable. The power supply of these points shall be from the generator. Each of these power points shall have both 5A and 15 A (12 nos of 5A &amp; 5nos of 15A)</p> <p>Lightings Should provide LED lights&amp; Tube Lights in the lab for adequate illumination. Vehicle to be provided with refrigerator (with freezer)80-100 litres capacity.</p> <p>Foot step to be provided at the back end of the vehicle for entering/climbing.</p> <ul style="list-style-type: none"> <li>- <b>GPS Tracker-</b> GPS based Vehicle Tracking Devices – Reputed Make</li> </ul> <p>Basic tools for simple repairs (screwdrivers, wrenches etc.)</p> <ul style="list-style-type: none"> <li>• Emergency kit (extinguisher, towing cable, emergency sign, emergency light) First-aid kit</li> </ul>		
<b>C TECHNICAL SPECIFICATIONS FOR EQUIPMENT</b>			
<b>1. Raw Milk Quality and Adulteration Screening Analyzer</b>			
	<ol style="list-style-type: none"> <li>1. Raw Milk Quality and Adulteration Screening Analyzer should be based on the Advanced FTIR Technology approved by global bodies like AOAC INTERNATIONAL (Association of Official Analytical Chemists), IDF (International Dairy Federation) 141:2013(E) and ISO (International Standards Organization) ISO 9622:2013(E), which recommends the application of FTIR Technology for Liquid Milk Analysis.</li> <li>2. Raw Milk Quality and Adulteration Screening Analyzer should use the recommended FTIR technology for Milk Parameter analysis like Fat, SNF and Protein.</li> </ol>		
	<ol style="list-style-type: none"> <li>3. Raw Milk Quality and Adulteration Screening Analyzer should include an inbuilt calibration including a detailed “fingerprint” of the Milk Sample’s chemical composition.</li> <li>4. Raw Milk Quality and Adulteration Screening Analyzer should compare the spectrum of the Sample Raw Milk with the spectrum of Pure Raw Milk that is built-in the FTIR analyser using statistical techniques called the PCA and SEP (commonly used techniques in spectroscopy).</li> </ol>		

	<p>5. After comparison and differentiation, the Raw Milk Quality and Adulteration Screening Analyzer should display the abnormality in sample milk.</p> <p>6. The Raw Milk Quality and Adulteration Screening Analyzer should be able to give a DIRECT Measurement of FAT, SNF and PROTEIN and not a software calculated display.</p>			
	<p>7. Raw Milk Quality and Adulteration Screening Analyzer should be able to screen maximum number of common adulterants by the same FTIR technique at different concentration levels like Added Water, Urea, Ammonium Sulphate, Sucrose, Maltodextrin, Glucose, Sorbitol, Melamine, Sodium Chloride, Sodium Citrate, Starch, Hydrogen Peroxide, Formaldehyde, Detergents, Sodium Carbonate, Sodium bicarbonate, Vegetable Oil when mixed with Chemical Emulsifiers and Qualify the Milk as Abnormal Milk. It should display Milk Abnormality or name of the chemicals when such chemicals are present in Milk at various concentrations.</p> <p>8. The Raw Milk Quality and Adulteration Screening Analyzer should also display the presence of primary adulterants like Added Water, Urea, Sucrose, Ammonium Sulphate and Maltodextrin.</p> <p>9. SNF and Protein calibrations should be de-sensitized towards the presence of common adulterants, therefore assuring the results of SNF and Protein are not affected by the presence of these adulterants.</p> <p>10. FTIR spectrophotometer should be able to analyze raw unhomogenized Milk sample for Fat, SNF &amp; Protein in the range of minimum to maximum range of</p> <ul style="list-style-type: none"> <li>a. 0-12% Fat</li> <li>b. 0-8% Protein</li> <li>c. 0-14% SNF</li> </ul>			
	<p>11. Accuracy of the FTIR spectrophotometer milk parameters to be submitted by the manufacturer.</p> <ul style="list-style-type: none"> <li>a. Fat 0.14 SD</li> <li>b. Protein 0.10 SD</li> <li>c. SNF 0.14 SD</li> </ul> <p>12. Repeatability of the FTIR spectrophotometer milk parameters to be submitted by the manufacturer.</p> <ul style="list-style-type: none"> <li>a. Fat 0.05 SD</li> <li>b. Protein 0.05 SD</li> <li>c. SNF 0.10 SD</li> </ul>			
	13. Analysis speed required	40-50 seconds		
	14. Instrument warm up time	Maximum 20-30 minutes\		

	15. Sample Temperature	Raw Milk should be able to be measured in a temperature range of 5-40 deg. C		
	16. Sample Volume	Should be less than 5 ml.		
	17. Display	LCD, Graphical Display		
	18. Built-in Diagnostics	Optics Test, Cuvette test, Stability test, Cleaning Message display, Error Message display		
	19. Manuals	Instrument should be supplied with Quick Guide, User Manuals		
	20. Training and Installation	Training and Installation services should be offered along with the Instrument		
	21. Installation in India	Minimum 30 Instruments should be supplied in last two years to any reputed government institute for mobile laboratory / van application		
2.	<b>Digital balance (capacity 200g/0.01g )</b>			
	<ul style="list-style-type: none"> <li>• Electronic Balance for precision weighing of lab samples.</li> <li>• Freely programmable weighing unit</li> <li>• Weighing range : 200g</li> <li>• Readability : 0.01g</li> <li>• Reproducibility : 0.01g</li> <li>• Power Supply : 220-240V, 50Hz. should also be operated by internal rechargeable battery backup</li> </ul>			
3.	<b>Digital Multi-Parameter Hand Held Meter (pH, Conductivity, TDS and Temperature)</b>			
	<ul style="list-style-type: none"> <li>• Easy to use</li> <li>• Hand Held</li> <li>• Measurement cell with temperature sensor</li> <li>• Backlit LC-Display</li> </ul>			
4.	<b>Digital refractometer- Portable</b>			
	<p>Easy to use Hand Held Measurement cell with temperature sensor Backlit LC-Display</p>			
5.	<b>Hot plate</b>			
	<p>10"x12" rectangular or 10"x10" circular M.S. Body with S.S. top Most suitable to work on 220 volts A.C. Supply</p>			
6.	<b>Mixer grinder (small)</b>			
	<p>Design and dimensions : Compact, around 200 ml grinding jar Speed of operation : To operate at 3 different speeds Power Supply 50Hz : 220-240V, Jar Material : Stainless steel</p>			

7.	<b>Portable Autoclave</b>		
	6-Wing Nut Type (Top Loading) Mirror Finish Electric Size -: 10-12" X 10-12"- M.O.C – Stainless Steel 304 Capacity - 12-25 Ltrs		
8.	<b>BOD Incubator - Portable Type</b>		
	Temp. Range: 5°C to 60°C Temp. Accuracy: ±0.5°C Temp. Uniformity: ± 0.5°C Temp. Stability: ±0.5°C Temp. Increment: 0.1°C Selection on Heating and Cooling: Automatically Detected Calibration Capable: Yes Capacity: 20-30 L		
9.	<b>Diagonostic reader for Antibiotics and Mycotoxins</b>		
	<p><b>Electrical:</b> 100 to 240V, 50-60Hz, 60 W  <b>Operating environment:</b> 4°C (cold room) to 60°C  Application: Analysis of Mycotoxins  Type of Analysis: Quantitative Analysis  Application Environment: In lab</p> <p><b>Power ratings:</b>  Main input to power supply: 100–240 V~, 50/60 Hz, 1.7A  Input to device: 12 volt DC, 40 W  Weight: 0.64 kg  Size: 18.5 cm width x 10.8 cm height x 16.9 cm depth</p> <p><b>Features:</b>  Built-in incubator programmed for Reveal Q+, Reveal Q+ MAX and Beta Star kits.  Analyzes up to 3 samples independently and simultaneously.  Automatic baseline calibration check upon start-up  Connectivity to computer through mini USB to Standard USB</p>		
	<p>Connectivity to a local area network through the available Ethernet port or through available Wi-Fi networks  Full colour Touch Screen  Fully automatic sample run feature initiates through auto scanning of Bar Code on test strips and results are stored automatically post completion of run</p> <p>Bar Code Reader: Test Parameter, Kit Lot ID, Sample ID is read through Bar Code reader and stored in the device  Compatibility: Reveal/Reveal Q+/Reveal Q+ Max USDA/GIPSA Approved Lateral Flow Assays and Beta Star Dairy Antibiotic Assay  PC Interface: Raptor Data Manager software</p>		



	<p><b>Kits</b></p> <p><b>Aflatoxin M1</b> Principle: Lateral Flow Assay LOQ: 100-300 ppt Tests per box: 25 Time to result: 5 minutes Type of result: Quantitative</p> <p><b>Aflatoxin [B1, B2, G1, G2]</b> Principle: Lateral Flow Assay LOQ: 2-300 ppb Tests per box: 25 Time to result: 6 minutes Type of result: Quantitative</p> <p><b>BetaStar 4D</b> Principle: Lateral Flow Assay LOD: Group 1: Betalactum Group 2: Tetracycline Group 3: Group 4: Aminoglycosides/ Streptomycin Test Per box: 100 Time to result: 10 minutes Type of result: Qualitative</p> <p><b>Beta Star Advanced for Sulphonamides</b> Principle: Lateral Flow Assay LOD: Sulphonamide Group Test Per box: 25 Time to result: 10 minutes Type of result: Qualitative</p>		
10.	<b>Rapid Pathogen Detection Kit For 9 Pathogens</b>		
	<p>The kit should be able to identify 9 pathogenic microorganism viz. Salmonella spp., Citrobacter spp., Proteus spp./ Providencia spp., Pseudomonas spp., Staphylococcus aureus, Escherichia coli, E. coli 0157 Bacillus cereus, Listeria spp., Yeasts and moulds. The Kit should be easy to use and easy to interpret. The result should be within 24 hours.</p>		
11.	<b>Frying Oil Monitor</b>		
	<p>Measurement Range :</p> <p>Total Polar Materials (TPM) :0.5 to 40.0%;</p> <p>Acid Value (AV) : 0.0 to 9.9;</p> <p>Temperature : 0 to 225 / 32 to 437°F</p> <p>Resolution : Total Polar Materials (TPM): 0.5%; Acid Value (AV): 0.1; Temperature : 1 / 1°F</p> <p>Measurement Accuracy : Total Polar Materials (TPM) : ±2.0% (20 to 200 / 68 to 392°F) ;</p> <p>Acid Value (AV) : ±0.2;</p> <p>Temperature :±1 / ±2°F</p> <p>Temperature compensation range: 0 to 225 / 32 to437°F (Accuracy guaranteed from 20 to 200 / 68 to392°F.<b>With NFC Inbuilt For Data Transfer.</b></p>		
12.	<b>CLEAN AIR BIOLOGICALSECTION CABINET&amp;FUME HOOD CHEMICAL SECTION With EXHAUST SYSTEM&amp; GLOVE PORTS&amp;ATTACHED LAB BLENDER in the Work Station</b>		

	<ul style="list-style-type: none"> <li>• TOTAL SIZE – At most 1500*500*mm i.e. 5*1.8*2* Ft.</li> <li>• Completely made of 304 grades S.S. workbench covered with 304 SS grade perforated sheet, microprocessor control digital display with filter alarm.</li> <li>• Microprocessor based switch for blower and fluorescent light, UV light with LCD system.</li> <li>• Pre Filter 99.00% down to 5 micron.</li> <li>• HEPA Filter: ISO 14644 Class 5 (Class 100), 99.97%-99.99% down to 0.3micron, mesh guard for protection of HEPA filters.</li> <li>• Air flow: Vertical.</li> <li>• Noise Level: 60 decibel <math>\pm</math>5%.</li> <li>• Velocity: 0.35-0.50m/sec.</li> <li>• Work Table: 304 Grade S.S. &amp; Cock for gas on work table.</li> <li>• Front Door: Acrylic.</li> <li>• UV lamp: 15/30w Philips Holland.</li> <li>• Illumination: 20/40w florescent tube with defogger. Power: 230V, 50Hz.</li> <li>• Air Flow Type: Constant Air Volume type with automatic by pass.</li> <li>• Interior Construction and Liners: Standard Model with thick Water/Heat/Fire Resistant Phenolic Resin Lamination</li> <li>• Support Base with storage cabinet.</li> <li>• Detachable base storage cabinet to accommodate the fume hood at its top.</li> <li>• The storage cabinet at base to store chemical or apparatus and fitted with exhaust port connected internally to, work in tandem with the main exhaust system.</li> <li>• Electric Supply Socket: Two sockets to be located on the side panel for optimum convenience of using small electrical devices inside the cabinet</li> <li>• Front Counterbalanced Sash/ Shutter: A vertical rising sash/ shutter consist of a thick toughened transparent glass/Acrylic window for a clear inside view. The sash should be counter balanced for smooth and light weight operation for easier access to work zone and enhanced user safety.</li> </ul>		
	<ul style="list-style-type: none"> <li>• Sash (Window): Made of 6-8 mm thick toughened transparent glass/Acrylic</li> <li>• Apparatus Holding Grid: Apparatus holding grid for easy clamping/ holding to various laboratory glassware's and accessories.</li> </ul>		

### **PART III- STANDARD CONDITIONS OF RFP**

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

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

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

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

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

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

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

8. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this

Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the Supply Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Supply Order with the Government of India/FSSAI for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India/FSSAI.

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

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

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (04 months).

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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

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

13. **Patents and other Industrial Property Rights:** The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

14. **Amendments**: No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

15. **Taxes and Duties**

(i) **General**

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

(ii) **GST**

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

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

- (a) Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against Supply Orders placed by this office are exempted from

levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

- (b) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

## PART IV- SPECIAL CONDITIONS OF RFP

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

2. **Performance Guarantee:**

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

3. **Option Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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

S.N.	Amount to be paid, INR	Condition(s) for release
1	80 % of the cost of Food Safety on Wheels / item	After handing over complete unit FSW with its all necessary accessories at the user institutions specified in the supply order and on submission of Handover Certificates and invoice.
2	Next 20% of the cost of Food Safety on Wheels / item	will be released on submission of the one month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/deficiencies by the successful bidder or otherwise.

5. **Paying Authority :**

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

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink signed copy of commercial invoice/Seller's bill.
- iii. Copy of Supply Order and Contract.
- iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- v. Guarantee / Warranty certificate.
- vi. Performance Bank guarantee /Indemnity bond where applicable.
- vii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/Supply Order).

- viii. Any other document / certificate that may be provided for in the Supply Order.
- ix. User Acceptance.

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

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of State government or any statutory undertaking of the Central or State government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of Central Govt. or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract, the Seller shall forthwith notify such reduction or sale or offer of sale to the Buyer and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and of sub-para (ii) above details of which - .....”.

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

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

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

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

- (i) Such default.



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

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

8. **Force Majeure clause :-**

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

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 4 (four) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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

10. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto.

12. **Inspection Authority:** Inspection may be carried out by a duly constituted Inspection Committee.

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

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

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

14. **Warranty/Training:** The Seller has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

**Warranty:** Minimum 05Years warranty after successful installation of the instrument. Service and training during warranty period should be free of cost, followed by 05 years extended warranty. This should cover the repair and maintenance with spare parts of the Food Safety on Wheels purchased under the Supply Order. This will also include:

(i) **Preventive Maintenance Service:** The Seller will provide a minimum of two Preventive Maintenance Service visits during a year to the operating base to carry out functional check-ups and minor adjustments/tuning as may be required.

(ii) **Breakdown Maintenance Service:** In case of any breakdown of the Food Safety on Wheels, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the Food Safety on Wheels serviceable.

(b) **Response time:** The response time of the Seller should not exceed 72 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 90% per year is to be ensured. This amounts to total maximum downtime of 37 days per year. Also unserviceability should not exceed 03 working days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, Liquidated Damages would be applicable for the delayed period.

(d) Maximum repair turnaround time for Food Safety on Wheels would be 03 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the Food Safety on Wheels.

(e) During the Warranty period, the Seller shall carry out all necessary servicing/repairs to the Food Safety on Wheels under Warranty at the current location of the Food Safety on Wheels. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(f) The Buyer reserves its right to terminate the maintenance Supply Order at any time without assigning any reason after giving a notice of 1 month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the Supply Order, if any payment is due to the Seller for maintenance services already performed in terms of the Supply Order, the same would be paid to it as per the Supply Order terms.

15. **Training:** Training for the operation of instrument, software, data evaluation, trouble shooting and development of analytical methods will be provided free of cost during the warranty period and CAMC period.

16. **Uptime.** The successful bidder will guarantee to provide 90% uptime of all the systems during warranty and subsequent AMC. In case of failure to do so, proportionate payment will be deducted from the bank guarantee/payment due to the successful bidder. **A certificate as per Annexure II may be enclosed with the Technical Bid.**

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

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

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

18. **Special conditions:**

(a) The bidder has to arrange body building, interior fabrication, supply of furniture/fixtures and equipments as per the technical specification mentioned in Technical Bid Form (B) of this RFP.

(b) The bidder has to provide the after sales support for the Food Safety on Wheels/equipment/material and other works done.

(c) The certificate of fitness shall be obtained by the bidder.

(d) The bidder has to fabricate the interior of one vehicle and invite the Tender Inviting Authority for an inspection. The modifications suggested during the inspection shall be incorporated in all the vehicles.

(e) The vehicle after fabrication shall be delivered by the successful bidder with temporary registration of vehicle alongwith Transit Insurance required for Delivery. The responsibility of delivering the vehicle to the locations of different states lies with the bidder.

(f) The warranty of the body building work, interior fabrication and equipments shall start from the date of hand over of the mobile lab to institutes.

(g) The FSW shall be handed over to the States/UTs or any other agency as specified by FSSAI.

(h) **GeM:** The selected agency shall empanel itself on GeM portal, immediately after the award of the tender

## **PART V- EVALUATION CRITERIA & PRICE BID ISSUE**

1. **Evaluation Criteria**- The broad guidelines for evaluation of Bids will be as follows:
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Tender Inviting Authority with reference to the technical characteristics mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP.
  - (c) The commercial terms and documents submitted as part of the technical bids shall be scrutinized by a Technical Evaluation Committee constituted by the Tender Inviting Authority.
  - (d) The Technical Evaluation Committee may also verify the veracity of claims in respect of the known performance of the Vehicle and equipment offered, the experience and reputation of bidder in the field, the financial solvency etc.
  - (e) The decisions of the Technical Evaluation Committee on whether the tenders are responsive or non-responsive or requiring clarifications will be informed.
  - (f) The demonstration/presentation may also be conducted by Technical Evaluation Committee in which external experts from the User Institutions/funding agencies may be Invited.
  - (g) The price Bids of only those Bidders will be opened whose Technical Bids are cleared after technical evaluation.
  - (h) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows :-
    - L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Octroi/entry tax, etc. on Goods and Services as quoted by bidders.
  - (j) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures; the amount in words will prevail for calculation of price.
  - (k) The Lowest acceptable Bid will be considered further for placement of Supply order after complete clarification and price negotiations as decided by the Tender Inviting Authority.
  - (l) The Bidders are required to spell out the rates of GST, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders.
  - (m) Any other criteria as applicable to suit in a particular case.

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

- (a) Basic cost of the item/items:

**Cost Details**

Sl. No	Description	Specification	Basic Cost of one Mini Food Safety on Wheels	Total Cost of 100 Mini Food Safety on Wheels
1.	Mini Food Safety on Wheels (including Body Building, interior fabrication, furniture/ fixtures and supply, installation & commissioning of equipments)	As per Technical Bid Form(B)		
2.	<b>Total</b>			
3.	GST			
	<b>Grand Total (2+3)</b>			

**Note1:**

(a) 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 on each page. The above quote should include Clearing and Transportation charges.

(b) Price quoted should be valid for minimum 06 months from the last date of submission of the bids.

(c) 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.

(d) Please indicate separately any duties, taxes.

**Note 2 :** The rate may be quoted in foreign currency and/or in Indian currency, however, for comparison/evaluation purpose the bills selling market rate of exchange established by RBI for similar transaction as on date of opening of price bid shall be used to convert foreign currencies to the Indian rupees.

**Note3 :** Determination of L-1 will be done based on Net amount (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, GST, Octroi/entry tax, etc. on final product) of all items/requirements as mentioned above.

Signature of tenderer \_\_\_\_\_  
 Name in Block letter \_\_\_\_\_  
 Date \_\_\_\_\_

Capacity in which Signed \_\_\_\_\_

Declaration Form

I/We M/s. \_\_\_\_\_ represented by its Proprietor /  
Managing Partner / Managing Director having its Registered Office at  
\_\_\_\_\_  
\_\_\_\_\_ do  
hereby declare that I/We have carefully read all the terms and conditions of  
tender..... **dated** .....for supply of ..... floated by the Food  
Safety Standard Authority of India, New Delhi and accepts all terms & conditions of the Tender.

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

NOTE:

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

### CERTIFICATE OF GUARANTEE/WARRANTY

- i. I/We certify that the standard guarantee/warranty shall be for a period of 05 years starting from the date of satisfactory delivery and handing over of the Mini Food Safety on Wheels and of the works conducted therewith covered under the Supply order in working order. During the guarantee/warranty period. I/we shall provide free “after sale service” and the replacement of any part(s) in the Food Safety on Wheels or rectification of defects of work of the Food Safety on Wheels will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/warranty shall begin only from the date of satisfactory delivery and handing over **at the place of delivery designated by FSSAI**. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your organization.
- ii. During the warranty period, we shall provide at least **02 preventive maintenance service per year**.
- iii. Uptime Guarantee: During the guarantee/warranty period, we will be responsible to maintain the Food Safety on Wheels in good working conditions for a period 328 days (i.e. 90% **uptime**) in a block of 365 days.
  - a. All the complaints will be attended by us within 02 working days of receipt of the complaint in our office.
  - b. In case there is delay of more than 02 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime. The above said response time of 2 days for attending to a complaint by us will not be counted in the downtime.
  - c. **Penalty:** We shall pay a penalty equivalent to **0.5 %** of the order value of the Food Safety on Wheels/Equipment for every week or part thereof delay in rectifying the defect.

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

- iv. We undertake that all the spares/consumables related to Food Safety on Wheels shall be covered under warranty. Nothing shall be payable on account of these items during warranty by the Buyer.
- v. We certify that the spares for the Food Safety on Wheels or Equipment installed in the FSW will be available for a period of at least 10 years.
- vi. We guarantee that in case we fail to carry out the maintenance within the stipulated period, **at the place of delivery designated by FSSAI** reserves the right to get the maintenance work carried out at our risk, cost and responsibility. All the expenses including excess payment for repairs/maintenance shall be adjusted against the Performance Bank Guarantee. In case the expenses exceed the amount of Performance Bank Guarantee, the same shall be recoverable from us with/without interest in accordance with the circumstances.
- vii. We shall try to repair the Food Safety on Wheels **at the place of delivery designated by FSSAI** itself.
- viii. We undertake to perform Quality check after every major repair/breakdown of FSW for repair **at the place of delivery designated by FSSAI**.
- ix. In case of extended guarantee/warranty, we undertake to carry out annual calibration/IPV of the Food Safety on Wheels.
- x. We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.
- xiii. We undertake to provide PM as per requirement to meet uptime guarantee condition.

1. Authorized signatory  
(with seal)

Date  
Place

2. Authorized signatory

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

**FORMAT FOR NON BLACKLISTING OF SUPPLIER**

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

DEPONENT

Address \_\_\_\_\_  
\_\_\_\_\_

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

Dated:

DEPONENT

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



General Information about the Bidder

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

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

## COMPLIANCE SHEET

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

Place:

Signature and seal of the Manufacturer/Bidder

Date:

NOTE:

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

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

**SERVICE CENTRE DETAILS**

TOLL FREE NUMBER, IF ANY			
Sl. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
2		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
3		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
4		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	

Date :

Office seal

Signature of the bidder/Authorized signatory