

**REQUEST FOR PROPOSAL FOR PROCUREMENT OF MICROBIAL IDENTIFICATION KIT**  
**BY FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA**  
(Open Tender enquiry)

**Request for Proposal (RFP) No. 11/2019-20**

**File No. 11023/56/2019-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 15<sup>th</sup> October, 2019

The Food Safety and Standards Authority of India (hereinafter called "The Authority" invites tender on Two-Bid system for procurement of "**MICROBIAL IDENTIFICATION KIT**".

2. Bids under Two bid system (Technical Bid and Commercial Bid) in sealed covers are invited for "**PROCUREMENT OF MICROBIAL IDENTIFICATION KIT 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>11 November 2019 at 1500 Hrs</b>  |
| (f) Date and Time of Opening of Tenders       | : | <b>11 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 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:** **11 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 **11 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 **23 October 2019 at 1500hrs** 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 **40,00,000/- (Rupees Forty 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

### 1. Schedule of Requirements –

Item	Qty
Microbial Identification Kit	500

### 2. Technical Details:

#### SPECIFICATIONS

Microbial Identification kit for detection and presumptive identification of pathogenic microorganisms from foodstuffs.
Principle: based on biochemical traditional method: containing desiccated biochemical substrates and culture media for detection and presumptive identification of microorganisms from food
Matrix : meat, milk and cheese, fish and other food products.
The kit should provide detection and identification of at least following pathogens: 1. <i>Salmonella spp.</i> , 2. <i>Citrobacter spp</i> 3. <i>Proteus spp./Providencia spp.</i> , 4. <i>Pseudomonas spp.</i> , 5. <i>Staphylococcus aureus</i> , 6. <i>E. coli</i> & enteropathogenic <i>E.coli</i> O157 7. <i>Bacillus cereus</i> , 8. <i>Listeria spp.</i> , 9. Yeasts and moulds
Approval /Validation : ISO 17025 certified
Sample collection accordance with the standard methods for samples to be subjected to microbiological examination
Easy Sample preparation as per tradition methods: Homogenize a quantity of foodstuff (1, 10 or 25 g) in a proper volume (9, 90 or 225 mL) of BUFFERED PEPTONE WATER or RINGER'S Solution in accordance with the standard procedures for the food sample
No need to prepare media & no need for sterilization of kits
Ready to use kits
The Kit should detect not less than nine pathogens at a time in single plate
Results should be available within 18-24 hours
Result Interpretation: Clear and well defined color changes/ Easy interpretation of Results
The Testing by kit can be carried out in manufacturing premises, mobile vehicle(in transit level)
The testing kits should have Expiry period of at least one year

3. **Delivery Period** – Delivery period for supply of items would be **60 days** from the date of issue of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered delivery period will be at the sole discretion of the Buyer, with applicability of Liquidated Damages(LD) clause.

4. **Penalty for delay in supplies / Installation:** In the event of delay in supply, installation, testing and commissioning of the equipment to the satisfaction of the **FSSAI** beyond the stipulated date:

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

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

5. **Consignee Details.** State Food Safety Commissioners or any office as designated by FSSAI.
6. **Eligibility Criteria for Pre-Qualification of Bidders.** The firm/Bidder fulfilling the following eligibility criteria will be considered for opening of their Commercial Bids: -
- (a) Average Annual financial turnover, during the last three years should not be less than **Rs. 2,00,00,000/-(Rupees Two 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. 40,00,000/- (Rupees Forty 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 supplied kit of similar nature should be submitted with the Technical Bid.
  - (g) Bidders should have the capability to replace the instrument within 07 working days.
  - (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 II**.
  - (i) Bidder should provide general information as per **Annexure III**. 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.
7. **Two-Bid System.** The quotation must be submitted by the bidder under two –bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers. Format of Technical Bid is at para 10 of the RFP. The documents mentioned in para(s) 6 and 10 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 IV**.
8. **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.

9. **Amendment of tender documents:**

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

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

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

10. **Bid Form****TECHNICAL BID FORM (A)**

1	Tender to be submitted to	Joint Director(QA), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002
2	Closing date and time for receipt of Tenders.	1500 hrs on <b>11 November 2019</b>
3	Time, date & place of opening of Technical Bids	1530 hrs on <b>11 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.40,00,000/-</b> (Rupees Forty Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
5	Schedule of Requirements and other Technical features as contained in Pat II of the RFP	Complied / Not complied
6	Bank Solvency Certificate (issued not earlier than 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 supplied kit of similar nature.	Enclosed / Not enclosed
11	Average Annual Financial Turnover during the last three Financial years 2019-20, 2018-19 and 2017-18, should not be less than Rs. 2,00,00,000/- (Rupees Two Crore only).	Enclosed / Not enclosed
12	Declaration form as per Annexure I	Enclosed / Not enclosed
13	An undertaking that the bidder has not been blacklisted/debarred by any State Govt./ Central Govt. Department/organization as per Annexure II.	Enclosed / Not enclosed
14	General Information about the Bidder as per Annexure III	Enclosed / Not enclosed
15	Compliance sheet as per Annexure IV	Enclosed / Not enclosed
16	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 financial bid. The technical bid of the bidders will be evaluated on the basis of specification of the offered model vis-à-vis the prescribed specification given below :

SI.No	Item	Specifications	Please Specify whether the quoted model meets the specification (Yes/No)	Name of the Model and its Specification
1.	<b>Microbial Identification Kit</b>	<p>Microbial Identification kit for detection and presumptive identification of pathogenic microorganisms from foodstuffs.</p> <p>Principle: based on biochemical traditional method: containing desiccated biochemical substrates and culture media for detection and presumptive identification of microorganisms from food</p> <p>Matrix : meat, milk and cheese, fish and other food products.</p> <p>The kit should provide detection and identification of at least following pathogens:</p> <ul style="list-style-type: none"> <li>• <i>Salmonella spp.</i>,</li> <li>• <i>Citrobacter spp</i></li> <li>• <i>Proteus spp./Providencia spp.</i>,</li> <li>• <i>Pseudomonas spp.</i>,</li> <li>• <i>Staphylococcus aureus</i>,</li> <li>• <i>E. coli</i> &amp; enteropathogenic <i>E.coli</i> O157</li> <li>• <i>Bacillus cereus</i>,</li> <li>• <i>Listeria spp.</i>,</li> <li>• Yeasts and moulds</li> </ul> <p>Approval /Validation : ISO 17025 certified</p> <p>Sample collection accordance with the standard methods for samples to be subjected to microbiological examination</p> <p>Easy Sample preparation as per tradition methods: Homogenize a quantity of foodstuff (1, 10 or 25 g) in a proper volume (9, 90 or 225 mL) of BUFFERED PEPTONE WATER or RINGER'S Solution in accordance with the standard procedures for the food sample</p>		

SI.No	Item	Specifications	Please Specify whether the quoted model meets the specification (Yes/No)	Name of the Model and its Specification
		<p>No need to prepare media &amp; no need for sterilization of kits</p> <p>Ready to use kits</p> <p>The Kit should detect not less than nine pathogens at a time in single plate</p> <p>Results should be available within 18-24 hours</p> <p>Result Interpretation: Clear and well defined color changes/ Easy interpretation of Results</p> <p>The Testing by kit can be carried out in manufacturing premises, mobile vehicle(in transit level)</p> <p>The testing kits should have Expiry period of at least one year</p>		

### **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 contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

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

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

S.N.	Amount to be paid, INR	Condition(s) for release
1	80 % of the cost of equipment / item	Upon presentation of the duly endorsed (by the user Authority) original shipping/delivery documents by the Seller
2	Balance 20% of the cost of equipment / item	Within 15 days of the receipt of request in writing from the Seller, accompanied by a certificate from the user Authority to the effect that the required training has been imparted satisfactorily.

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

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

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

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

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

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

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

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

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

(i) Such default.

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

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

8. **Force Majeure clause :-**

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

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

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

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

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

9. **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 equipment. 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 and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

131 **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.”

12. 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 2 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.

(a) Maximum replacement time for equipment/system would be 7 working days.

(b) **Technical Documentation:** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(c) During the Warranty period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under Warranty at the current location of the equipment/system. 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.

(d) 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.

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 supply of equipment/material as per the technical specification mentioned in para 2 of Part II of RFP.
- (b) The bidder has to provide the after sales support for the kit/material and other works done.
- (c) The bidder will ensure that the equipment is properly insured for 110% of the order value to cover the transit upto site of installation of the equipment.
- (d) Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.
- (e) Onsite performance evaluation of the kits may be carried out for those who qualify technically by the Technical Evaluation Committee
- (f) The selected agency shall also 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 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**

SI.No	Item	Specifications	Qty	Cost in INR
1.	<b>Microbial Identification Kit</b>	Microbial Identification kit for detection and presumptive identification of pathogenic microorganisms from foodstuffs.	500	
		Principle: based on biochemical traditional method: containing desiccated biochemical substrates and culture media for detection and presumptive identification of microorganisms from food		
		Matrix : meat, milk and cheese, fish and other food products.		
		The kit should provide detection and identification of at least following pathogens: <ul style="list-style-type: none"> <li>• <i>Salmonella spp.</i>,</li> <li>• <i>Citrobacter spp</i></li> <li>• <i>Proteus spp./Providencia spp.</i>,</li> <li>• <i>Pseudomonas spp.</i>,</li> <li>• <i>Staphylococcus aureus</i>,</li> <li>• <i>E. coli</i> &amp; enteropathogenic <i>E.coli</i> O157</li> <li>• <i>Bacillus cereus</i>,</li> <li>• <i>Listeria spp.</i>,</li> <li>• Yeasts and moulds</li> </ul>		
		Approval /Validation : ISO 17025 certified		
		Sample collection accordance with the standard methods for samples to be subjected to microbiological examination		
		Easy Sample preparation as per tradition methods: Homogenize a quantity of foodstuff (1, 10 or 25 g) in a proper volume (9, 90 or 225 mL) of BUFFERED PEPTONE WATER or RINGER'S Solution in accordance with the standard procedures for the food sample		
		No need to prepare media & no need for sterilization of kits		

SI.No	Item	Specifications	Qty	Cost in INR
		Ready to use kits		
		The Kit should detect not less than nine pathogens at a time in single plate		
		Results should be available within 18-24 hours		
		Result Interpretation: Clear and well defined color changes/ Easy interpretation of Results		
		The Testing by kit can be carried out in manufacturing premises, mobile vehicle(in transit level)		
		The testing kits should have Expiry period of at least one year		
	Total Cost(without any taxes, duties etc.)			

**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.

**Note 3 :** 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.

**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 * (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.