

Administration of
Dadra & Nagar Haveli, U.T.
Office of Directorate
Medical & Public Health Department
(Food & Safety Department)

**EXPRESSION OF INTEREST (EOI)
for Training, Food Sample Testing &
Other Related Activities
in UTs of Dadra & Nagar Haveli and
Daman & Diu**

Last date of submission of EOI :

12/05/2022 at 3.00 pm

Expression of Interest (EOI) for Training, Food Sample Testing & Other Related Activities
in the UT of DNH/DD

Administration of
Dadra & Nagar Haveli, U.T.
Office of Directorate
Medical & Public Health Department
(Food & Safety Department)

No.DMHS/P&T/FSSAI/Food Testing/2022/192/2691

Date: 29/04/2022

**Expression of Interest (EOI) for Training, Food Sample Testing &
Other Related Activities**

Expression of Interest (EOI) is invited from reputed agencies for **Training, Food Sample Testing & Other Related Activities** in Dadra and Nagar Haveli, Daman & Diu.

The broad details of requirement and terms & conditions may be downloaded from website : www.dnh.nic.in and www.svbch.dnh.nic.in the interested agencies are requested to submit the details to the undersigned on or before **12/05/2022 at 3.00 pm.**

Based on the documents submitted of Training, Food Sample Testing & Other Related Activities shall be short listed.

Sd/-

Director

Medical & Health Services/

Designated Officer (FSES)

U.T. of DNH & DD

Tel.No.(0260) 2642940, 2640615

e-mail ID – svbch.sil@gmail.com

Copy to:-

- 1) All Heads of Office, Dadra & Nagar Haveli, Silvassa for information & n.a.
- 2) CPO, Dadra & Nagar Haveli, Silvassa for wide publicity in Newspapers.
- 3) NIC, Dadra & Nagar Haveli, Silvassa with a request to publish in Website.
- 4) Accounts Section (FSES), Silvassa for information

Introduction

Dadra & Nagar Haveli

The Union territory of Dadra and Nagar Haveli is surrounded by Valsad District of Gujarat on the West, North and East and by Thana District of Maharashtra on the South and South-East. The UT of Dadra & Nagar Haveli is almost touching Mumbai – Baroda – Delhi National Highway No8 (Western Express Highway). Silvassa is about 14 Kms from Bhilad & 18 Kms from Vapi. **Mumbai 180 Kms, Surat 140 Kms, Nasik 140 Kms and Daman 30 Kms.** Further details of the UT can be read and downloaded from the website www.dnh.nic.in.

Shri Vinoba Bhave Civil Hospital (District Hospital), Silvassa is the only specialty hospital in the UT of Dadra & Nagar Haveli, which is catering to entire population of Dadra & Nagar Haveli and adjoining areas of Gujarat and Maharashtra for its curative, preventive and rehabilitation needs. Shri Vinoba Bhave Civil Hospital, Silvassa was started in 1952 and it has gradually grown to a 272 bedded hospital with a State of Art Accident Prevention cum Trauma and Emergency Medical Services, which has a 16 bedded Intensive Care Unit, 5 ultra modern Operation Theatres with 4 bedded casualty.

Daman

Daman district is one of the two districts of the UT of Daman & Diu on the western coast of the country surrounded by Valsad District of Gujarat state on the north, east and south and the Arabian Sea to the west. Further details of the UT can be read and downloaded from the website www.daman.nic.in. Marwad Hospital is the District Hospital for Daman and it has got 106 beds which includes 2 bedded ICU and 3 Operation Theatres.

Diu

With an area of 38.8 sq. km., and a coastline of 21 km, the island of Diu is separated from the coast by a narrow channel on the north. Of the two tiny mainland enclaves, Ghoghla is the entry point to Diu if you arrive through Una, a town in Saurashtra. Further details of the UT can be read and downloaded from the website www.diu.nic.in. Diu also has a Government Hospital with 40 beds and 2 OTs which provides basic treatment facilities to the patients.

Present Concern :

The Food Safety and Standards Authority of India (FSSAI), herein after referred to as FSSAI was set up under the Food Safety and standards Act- 2006 (FSS Act) as an apex Authority responsible for formulation of science-based standards for food in the country and regulating the manufacture, storage, distribution, sale and import of food to ensure safe and wholesome food to the consumers.

Under the FSS Act, UTs have primary responsibility for implementation of provisions of the Act and Rules and Regulations made there under through the Food Safety Commissioner, Designated Officers (DOs) and Food Safety Officers (FSOs).

There exists infrastructure and regulatory gaps in the country's food safety ecosystem which are non-uniform across States and UTs. These gaps need to be addressed in a planned and customized manner to ensure uniform food safety practices throughout the country.

The aim of this EOI is to address the gaps in the food safety eco-system of UT of Dadra & Nagar Haveli and Daman & Diu and promote the culture of safe and wholesome food.

Scope of Work :

The U.T. Administration of Dadra & Nagar Haveli and Daman & Diu are planning for Strengthening of Food Safety Eco- system in the UT of DNH & DD, which can be seen as under :

- 1) Strengthening of enforcement and compliance system.
- 2) Strengthening of food testing system.
- 3) Implementation of various initiatives under the Eat Right India movement in a focused manner.
- 4) Any other matter consequential to ensuring food safety.

The remuneration proposed by the bidder after Short listing by EOI should include the lodging, boarding, transportation, etc and the Administration will not be responsible for any of the above expenditure.

General Terms and Conditions :

1. The EOI with required document shall be submitted on or before **12/05/2022 at 3.00 p.m.** to the Director of Medical & Health Services/Designated Officer (FSES), DNH/DD.
2. The UT Administration, reserves all rights to reject any or all the EOI/tender without assigning any reason.
3. The following Documents must be submitted along with the EOI
 - a. A list of all the services and procedures provided and performed by the bidder organization has to be furnished along with the EOI.
 - b. Experience of bidder has to be included in the EOI.
 - c. Audit report of all test records of last one year has to be included in the EOI.
 - d. Information regarding any litigation, current or during the last three years in which the bidder is involved, the parties concerned, and disputed amount
4. The Bidder shall be responsible for all of the costs associated with the preparation of the EOI. Director of Medical & Health Services/ Designated Officer (FSES) will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.
5. The agreement shall be valid for **One Year** and may be renewed further on providing satisfactory services and mutual consent. And the contract will be valid for the period of **03 Years**.

Payment Terms :

- a. All bills should be in TRIPLICATE and should invariably mention the number and period.
- b. All bills for amount above 5000/- should be pre-receipted on a Revenue stamp of proper value. Bills for amount exceeding 5000/- not pre receipted on Revenue Stamp of proper value will not be accepted for payment.

- c. Each bill in which sales tax is charged must contain the following certificates on the body of the bill: “CERTIFIED” that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the rules made there under the amount charged on account of Sales Tax on these goods is not more than what is payable under the provision of relevant Act or Rules made there under.

Penalty Clause :

- a) In the case bidder fails to provide required quality of service, penalty calculated as mentioned below, will be imposed on the concerned firm.
- b) If the supplier fails to perform the services within the time period(s) specified in the contract. The Agency shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, a penalty of 0.5% of the total value of the order per week will be imposed subject to a maximum of 10% of the total value of the order. Once the maximum is reached, the agency may consider termination of the contract.

Sd/-

Director

Medical & Health Services/
Designated Officer (FSES)

U.T. of DNH & DD

Tel.No.(0260) 2642940, 2640615

e-mail ID – svbch.sil@gmail.com

Memorandum of Understanding

This Memorandum of Understanding (the “MOU”) is entered into _____ (the “Effective Date”), by and between **Designated Officer Food Safety Eco System** (“[Name]”) and _____ (**Name of Agency**) with an address of _____ (full address of the agency), U.T of Dadra Nagar Haveli and Daman & Diu (“[Name]”), also individually referred to as “Party”, and collectively “the Parties.”

WHEREAS, the Parties desire to enter into an agreement for **Training, Food Sample Testing & Other Related Activities**.

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this MOU to provide the foundation and structure for any and all possibly anticipated binding agreement related to

- A) Testing of Food Samples
- B) Training
- C) Other activities

This MOU should not establish or create any type of formal agreement or obligation. Instead, it is an agreement between the Parties to work together in such a manner to encourage an atmosphere of collaboration and alliance in the support of an effective and efficient partnership to establish and maintain objectives and commitments with regards to all matters related to subject mentioned above.

2. Objectives

The Parties agrees as follows :

1. The Parties shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfilment of the purpose of the MOU.

2. It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies, or organizations.

3. The Parties shall mutually contribute and take part in any and all phases of the planning and development of Partnership to the fullest extent possible.

4. This MOU is not intended to create any rights, benefits, and/or trust responsibilities by or between the Parties.

5. The MOU shall in no way obligate either Party to supply funds to maintain and/or sustain partnership

3. Commitments of Designated Officer / Directorate of Medical & Health Services, DNH/DD :

1. All Facilities for training like hall, sound system and other require amenities will be provided by Designated Officer (Food Safety Eco-System, DNH/DD) free of cost.

2. Samples for testing will be provided by (the Agency).

Term :

1. This Agreement shall commence upon the Effective Date, as stated above and will continue for one year.

2. Termination. This Agreement may be terminated at any time by either Party upon 45 days written notice to the other Party.

3. Representations and Warranties.

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.

4. Indemnity.

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

5. Limitation of Liability.

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

6. Severability.

In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.

7. Waiver.

The failure by either Party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or future exercise of that right, power, or privilege or the exercise of any other right, power, or privilege.

8. Legal Fees.

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

9. Legal and Binding Agreement.

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

10. Governing Law and Jurisdiction.

The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by Dadra and Nagar Haveli law.

11. Entire Agreement.

The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

12 Authorization and Execution

The signing of this MOU does not constitute the formal undertaking, and as such it simply intends that signatories shall strive to reach, the best of their abilities, the goals and objective stated in this MOU.

The Agreement shall be signed by **Designated Officer Food Safety Eco System** and **(name of the Agency/Firm)** _____ through its designated partner and shall be effective as of the date first written above .

Designated Officer Food Safety Eco System

Name of the Agency/Firm

ANNEXURE

1) For Dadra & Nagar Haveli :

Sr. No.	Particulars	Area	Rates (including of all taxes)
	A3 Inspections, Sampling and Audits :		
1.	250 Samples (in 4 parts) including all incidental expenses, etc.	-	
	C – Promotion of FSSAI Initiatives :		
1.	Eat Right Campus Initiative to be taken at 3 campuses (Includes training of FBOs, audit, minor repairs & IEC activities)	1. VBCH Canteen & Cafeteria 2. VBCH Nursing College Canteen 3. Sub-District Hospital, Khanvel, Canteen	
2.	Eat Right School Initiative to be taken at 10 schools (Includes training of FBOs, audit, minor repairs & IEC activities)	1. High School, Tokakhada (Hindi, English & Gujarati medium) 2. High School, Rakholi 3. High School, Naroli 4. High School, Zanda Chowk 5. High School, Golanda	
3.	Clean Street Food Hub Initiative to be taken at 3 hubs (Includes training of FBOs, audit, minor repairs & IEC activities)	1. Zanda Chowk (Clean Street) 2. ITI Road 3. Balaji Temple Road	
4.	Clean Fruit and Vegetable Market Initiative to be taken at 3 markets (Includes training of FBO, Audit)	1. Kilvani Naka 2. Dokmardi Market 3. Gayatri Mandir Ground	
5.	Bhog Initiative to be taken at temple (includes training of FBO, audit, minor repairs)	Ayyappa Temple, Bhurkut Faliya	
6.	Hygiene Rating Initiative to be taken in 250 FBO	Third Party audit	

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Sr. No.	Particulars	Area	Rates (including of all taxes)
7.	FoSTACH-Basic Training Dadra and Nagar Haveli will arrange for organising 5 online FoSTACH-Basic Training programmes targeting 40 FBOs in each batch	-	

2) For Daman & Diu :

Sr. No.	Particulars	Area	Rates (including of all taxes)
	A3 Inspections, Sampling and Audits :		
1.	150 Samples (in 4 parts) including all incidental expenses, etc.	-	
	C – Promotion of FSSAI Initiatives :		
1.	Eat Right Campus Initiative to be taken at 3 campuses (Includes training of FBOs, audit, minor repairs & IEC activities)	1.Vaidik Dental College 2.Nursing College 3.Engineering College 4.Galaxy School 5.Govt.Hospital, Diu	
2.	Eat Right School Initiative to be taken at 10 schools (Includes training of FBOs, audit, minor repairs & IEC activities)	1.Bhimpore 2.Ashram shala 3.Nani Vakad 4.Dalvada 5.Kadaiya 6.Pariyari 7.Mangalvada 8.Patlara 9.Zari 10.Kachigam 11.Dabhel 12.Ghoghla 13.Diu/Vanakbara 14.Fudam 15.Bucharvada 16.Dagachi 17.Saudvadi 18.Nagoa	

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Sr. No.	Particulars	Area	Rates (including of all taxes)
3.	Clean Street Food Hub Initiative to be taken at 3 hubs (Includes training of FBOs, audit, minor repairs & IEC activities)	1.Nani Daman 2.Jampore 3.Nagoa 4.Diu	
4.	Clean Fruit and Vegetable Market Initiative to be taken at 3 markets (Includes training of FBO, Audit)	1.Ghoghla Vegetable Market 2.Nani Daman Vegetable Market 3.Moti Daman Vegetable Market\ Atiyavad 4.Vanakbara Vegetable Market	
5.	Bhog Initiative to be taken at temple (includes training of FBO, audit, minor repairs)	1.satyanarayan Temple 2.Saibaba Temple 3.Sanidev Temple	
6.	Hygine Rating Initiative to be taken in 250 FBO	Third Party audit	
7.	FoSTACH-Basic Training Dadra and Nagar Haveli will arrange for organising 5 online FoSTACH-Basic Training programmes targeting 40 FBOs in each batch	-	

Signature of Agency/Supplier
with Rubber Stamp

Sd/-
Director
Medical & Health Services/
Designated Officer (FSES)
U.T. of DNH & DD
Tel.No.(0260) 2642940, 2640615
e-mail ID – svbch.sil@gmail.com