Tender No.: FDA/TPA/2026-27/09

Food and Drug Administration
Government of Maharashtra

FDA MAHARASHTRA

TENDER

Empanelment of FSSAI-Recognized Third-Party Auditing Agencies for Food Safety Audits of 3,000 (Indicative) High-Risk State-Licensed Food Business Operators in Maharashtra

Financial Year 2026-27

Address
Food and Drug Administration (Food), Survey No. 341, 2nd Floor,
Bandra Kurla Complex, Opposite Reserve Bank of India,
Bandra East, Mumbai, Maharashtra 400051
E-mail: jc-foodhq@nic.in

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Part A: Notice inviting tender and data sheet

The Food and Drug Administration (FDA), Government of Maharashtra, invites online bids from eligible FSSAI-recognized third-party auditing agencies for empanelment to conduct food safety audits of 3,000 high-risk State-licensed Food Business Operators (FBOs) (indicative) in Maharashtra during the Financial Year 2026–27.

The tender shall follow a two-envelope process. Envelope 1 shall be evaluated to determine whether bidders meet the prescribed pre-qualification/eligibility criteria on a pass/fail basis. Bidders meeting the pre-qualification/eligibility criteria shall be invited to make a presentation on their proposed approach and methodology for conducting food safety audits of the assigned FBOs, including their deployment readiness, availability of qualified auditors, audit schedule, stakeholder coordination, quality assurance arrangements and capacity to complete the assigned audits within the stipulated timelines. Based on the evaluation of these presentations against the criteria specified in this tender, eligible bidders shall be shortlisted for opening of their financial bids.

The financial bids of shortlisted bidders alone shall be opened. The lowest evaluated financial bid, quoted as the rate per FBO audit, shall determine the L1 rate, which shall be adopted as the empanelment rate. All shortlisted bidders whose financial bids are opened shall be empanelled at the L1 rate, subject to acceptance of the L1 rate and compliance with the terms and conditions of the tender.

A.1 Data sheet

Tender number and title	Tender No. FDA/TPA/2026-27/09: Empanelment of FSSAI-Recognized Third-Party Auditing Agencies for Food Safety Audits of 3,000 (indicative) High-Risk State-Licensed Food Business Operators in Maharashtra
Procuring authority	Food and Drug Administration (FDA), Maharashtra
Nature of the process	Empanelment by closed e-tender. Envelope 1: eligibility criteria (pass or fail). Presentation on approach and methodology by eligible bidders Envelope 2: financial bid, opened only for eligible bidders. The L1 rate is fixed as the rate for the work, and all eligible bidders are empanelled at that rate.
Programme coverage	Food safety audits of 3,000 (Indicative) high-risk State-licensed FBOs in Maharashtra, to be identified by FDA and allotted to the empanelled agencies by work orders (Part C, clause 1).
Price to be quoted	One price per FBO audit, covering the whole scope in Part C, including the audit, the report and the verification of corrective action.
Estimated cost	The estimated programme cost is INR 3.0 crores. Bidders shall ensure that their total financial bid, inclusive of all applicable taxes, including GST, does not exceed the estimated program cost.

Completion deadline	All assigned audits to be completed upto 28 February 2027 [see Part C, clause 10].
Mode of submission	Online only, on the MahaTenders portal (mahatenders.gov.in), with a valid digital signature certificate.
Publicity	MahaTenders portal and the FDA website.
Tender fee	INR 20,000 plus applicable GST (as per portal), payable online. Exemptions are in Part B, clause 6.
Earnest Money Deposit (EMD)	INR 1,50,000 plus applicable GST (as per portal), payable online. Exemptions are in Part B, clause 6.
Performance Security Deposit (PSD)	INR 5,00,000 shall be furnished within 15 days from the date of issuance of the Work Order
Bid validity	90 days from the last date of submission of bids.
Officer for queries	Shri. Dattaprasad Nade, Joint Commissioner (Food, HQ), Food and Drug Administration, Survey No. 341, 2nd Floor, Bandra Kurla Complex Opposite Reserve Bank of India, Bandra East, Mumbai, Maharashtra 400051 Mobile: 8108577791 E-mail: jc-foodhq@nic.in

A.2 Time schedule

#	Particulars	Date
1	**Date of issue**	**26/10/2026**
2	**Bid submission start**	**26/10/2026**
3	**Last date for pre-bid queries (Annexure F-9)**	**29/10/2026**
4	**Pre-bid meeting**	**02/11/2026**
6	**Last date and time for bid submission**	**15/11/2026**
7	**Opening of Envelope 1 (eligibility)**	**16/11/2026**
8	**Date of presentation (Venue details in Part B, clause 4.5)**	**24/11/2026 & 25/11/2026**

If the last date for submission or opening falls on a public holiday, it moves to the next working day at the same time. Any extension will be published as a corrigendum on the MahaTenders portal and the FDA website.

Part B: Instructions to bidders

1. About FDA Maharashtra

The Food and Drug Administration, Maharashtra (FDA Maharashtra) is the regulatory authority responsible for food safety and quality in the State of Maharashtra. It implements the Food Safety and Standards Act, 2006 (FSS Act), the Food Safety and Standards Rules, 2011, the applicable Regulations, and the directions of the Food Safety and Standards Authority of India (FSSAI) and the Government of Maharashtra.

2. Nature of this tender

2.1 This tender is for empanelment. Envelope 1 shall be evaluated to determine whether bidders meet the prescribed pre-qualification/eligibility criteria on a pass/fail basis. Bidders meeting the pre-qualification/eligibility criteria shall be invited to make a presentation on their proposed approach and methodology for implementation of the programme. Based on the evaluation of these presentations against the criteria specified in this tender, eligible bidders shall be shortlisted for opening of their financial bids.

2.2 The lowest price per FBO audit among eligible bidders (L1) is fixed as the rate for the work. All eligible bidders are empanelled at that rate, and the FBOs to be audited are allotted among them as set out in clause 10.

2.3 Empanelment does not assure any agency a particular number of FBOs, and does not create a right to payment for the full quantity.

3. Eligibility criteria

A bidder must meet every criterion below on the last date of bid submission. Eligibility is decided only on the documents listed against each criterion. A “high-risk FBO” in E4 and E5 means an FBO in one of the categories listed in Part C, clause 1.3.

#	Requirement	Criterion	Documents to be submitted
E1	Legal entity	The bidder must be legally established and registered in India as one of: a company under the Companies Act, 2013; a limited liability partnership under the Limited Liability Partnership Act, 2008; a partnership firm under the Indian Partnership Act, 1932; a society registered under the Societies Registration Act, 1860 or the respective State Act; a co-operative society under the Maharashtra Co-operative Societies Act, 1960 or the Multi-State Co-operative Societies Act, 2002; or a proprietorship under the applicable State laws.	Certificate of incorporation / registration / partnership deed, signed by the authorized signatory PAN card TAN card, if applicable GST registration certificate All documents must be valid and up to date at the time of submission. FDA may verify their authenticity.
E2	Turnover	The bidder must have an average annual turnover of at least INR 30 lakh in the last three financial years (2025-26, 2024-25 and 2023-24). And A minimum annual turnover of 25 lakh in each FY.	Audited balance sheet and profit and loss account of each of the last 3 audited financial years Certificate of total turnover signed by the statutory auditor / chartered accountant **Note:** If the audit of FY 2025-26 is not complete on the last date of submission, the bidder may submit the audited statements of FY 2022-23 instead, with a declaration on its letterhead, signed by the authorised signatory, that the audit of FY 2025-26 is pending.
E3	FSSAI recognition	The bidder must be recognized by FSSAI as a food safety auditing agency under the Food Safety and Standards (Food Safety Auditing) Regulations, 2018, and the recognition must be valid on the last date of submission.	Copy of the valid FSSAI recognition certificate, with the agency's registration details on the FSSAI Audit Management System

#	Requirement	Criterion	Documents to be submitted
E4	Experience	The bidder must have at least two ~~one~~ (1) year of experience in conducting third-party audits (TPA) of high-risk FBOs.	Copies of work orders / contracts and completion certificates issued by the client(s) on official letterhead, or FSSAI Audit Management System records, showing the nature of the work and the period of the engagement
E5	High-risk FBOs audited	The bidder must have conducted third-party audits of at least (100) high-risk FBOs, in total, in India in the last five financial years (2021-22 to 2025-26). Each FBO is counted once.	Statement in Annexure F-4 listing the FBOs, with the FSSAI Audit Management System audit records, or work orders and completion certificates, showing the name, licence number, category and audit date of each FBO
E6	No blacklisting	The bidder must not be debarred or blacklisted by any State Government, Central Government or public sector organisation in India, for unsatisfactory performance, corrupt or fraudulent practice or other unethical conduct, indefinitely or for a period, on the last date of submission.	Undertaking in Annexure F-5 signed by the authorised signatory
E7	No conflict of interest	The bidder must give a signed declaration of no conflict of interest.	Declaration in Annexure F-6 signed by the authorised signatory
E8	Undertaking on L1 rate and sharing of audits	The bidder must undertake, on its letterhead, signed by an authorized representative and bearing its seal, that it is willing to share the audits with other empanelled agencies and to do the work at the L1 rate fixed under this tender.	Undertaking in Annexure F-7
E9	Presentation	Presentation on bidder's approach and methodology for implementing the proposed program in Maharashtra in the stipulated time.	Part B, Clause-4

Start-ups. A start-up with a valid DPIIT recognition certificate, submitted with Envelope 1, is exempted from the turnover, experience and audit-count requirements (E2, E4 and E5). It must meet every other criterion, including E3.

Consortium and sub-contracting. Joint ventures and consortia are not permitted. The audits may not be sub-contracted, and may be done only by auditors of the bidder who are recognized under the FSSAI regulations (Part E, clause 7).

4. Technical Qualification Criteria

4.1 Purpose of Presentation

- Bidders who meet all the eligibility criteria specified in Part B, Clause 3, shall be invited to make a presentation before the Tender Evaluation Committee constituted by FDA.
- The purpose of the presentation is to assess the bidder's understanding of the Third-Party Food Safety Audit Programme, its proposed methodology for conducting food safety audits of high-risk State-licensed Food Business Operators (FBOs), deployment readiness, availability of qualified auditors and resources, stakeholder coordination arrangements, and capacity to complete the assigned audits within the stipulated timelines.
- The presentation shall be evaluated on the basis of the criteria and marks specified in Clause 4.2. No financial information or price quotation shall be disclosed during the presentation.

4.2 Evaluation Criteria

The presentation shall be evaluated out of 100 marks in accordance with the following criteria:

#	Evaluation Criteria	Maximum Marks
1	Relevant experience in food safety audits and demonstrated performance	15
2	Proposed methodology for planning and conducting third-party food safety audits	20
3	Deployment readiness and availability of qualified auditors and resources	15
4	Audit schedule and capacity to complete assigned audits within the prescribed timelines	10
5	Stakeholder coordination and mobilisation of FBOs	10
6	Approach for identifying non-conformities and facilitating corrective action and compliance improvement	15
7	Monitoring, quality assurance, audit documentation, evidence management and reporting	10
8	Risk management and contingency preparedness	5
Total	**Overall Presentation Score**	**100**

A bidder shall secure a minimum overall score of 70 out of 100 marks in the technical presentation to qualify for opening of its financial bid. Bidders who do not secure the prescribed qualifying marks shall not be considered for opening of their financial bids.

4.3 Presentation Requirements

The presentation shall cover, at a minimum, the following:

a. **Relevant Experience:** Experience in conducting food safety audits, hygiene assessments, food safety management system audits or similar assignments, including details of completed assignments and evidence of performance.

b. **Proposed Audit Methodology:** A stage-wise methodology for conducting food safety audits of assigned FBOs, covering audit planning and scheduling, review of applicable food safety requirements and licensing conditions, on-site assessment, verification of food safety management systems, identification of deviations and non-conformities, and preparation and submission of audit reports.

c. **Deployment Readiness:** Details of the proposed project team, qualified auditors and field personnel, including their qualifications, relevant experience, availability and deployment arrangements for conducting the assigned audits.

d. **Audit Schedule:** A proposed district-wise or other appropriate audit schedule, including milestones, resource allocation, sequencing of audits and measures to ensure completion of the assigned audits within the prescribed deadline.

e. **Stakeholder Coordination:** Proposed arrangements for coordination with FDA, FBOs, food establishments and other relevant stakeholders for audit scheduling, mobilisation, access to premises and effective conduct of audits.

f. **Compliance Improvement:** Proposed approach for identifying, documenting and classifying non-conformities, communicating audit findings to FBOs, evaluating corrective action plans and facilitating timely closure of non-conformities, including escalation of major non-conformities in accordance with applicable requirements.

g. **Monitoring and Quality Assurance:** Arrangements for ensuring consistency, impartiality and quality of audits; maintaining audit records and supporting evidence; monitoring audit progress; and submitting periodic progress and completion reports to FDA in the prescribed format.

h. **Risk Management:** Identification of implementation risks and dependencies, including delays in audit scheduling, non-availability of auditors, non-cooperation from FBOs or access constraints, along with proposed mitigation measures and contingency arrangements to ensure timely completion of the assigned audits.

4.4 Presentation Procedure

- FDA shall communicate the date, time, venue details and presentation instructions to the eligible bidders.
- The presentation shall be made by the bidder's authorised representative and/or proposed project lead. The duration of the presentation shall be for not more than 10 minutes and shall be uniform for all bidders.
- The Tender Evaluation Committee may seek clarification on the information presented. Such clarification shall not permit the bidder to materially alter its bid, introduce a new proposal or cure a deficiency in the documents submitted with the bid.
- The Committee shall evaluate each presentation against the published criteria and record the marks awarded under each criterion, together with brief reasons supporting the assessment.

4.5 Presentation Venue:
Address: Food and Drug Administration (Food), Survey No. 341, 2nd Floor,
Bandra Kurla Complex, Opposite Reserve Bank of India,
Bandra East, Mumbai, Maharashtra 400051
Date: 24/Nov/2026-25/Nov/2026
Time: 11 AM

4.6 Shortlisting of bidders

- Only bidders who meet the minimum qualifying score under clause 4.2 shall be shortlisted for opening of their financial bids.
- The list of shortlisted bidders and the results of the technical presentation evaluation shall be recorded by FDA and communicated to the bidders through the MahaTenders portal

5. Documents to be submitted

5.1 Envelope 1 must contain only: (a) proof of payment of the tender fee and EMD, or the valid exemption certificate (clause 6); (b) the tax clearance certificate, or, if the tax authority does not issue one, the latest income-tax return acknowledgement and GST return acknowledgement; (c) all the documents listed against E1 to E8; (d) the forms in Part F, filled in and signed; (e) the checklist in Annexure F-1; and (f) Presentation on bidder's approach and methodology to implement the programme within stipulated time.

5.2 Envelope 1 must shall contain only the documents and information specifically required under the technical bid submission requirements of this RFP. No price, financial information, or other extraneous material not expressly sought under Envelope 1 shall be included. Any price or financial information disclosed in Envelope 1 shall render the bid liable for rejection. The audit schedule is submitted by the empanelled agency after the work order (Part C, clause 9).

5.3 All documents must be in English and must be self-attested by the authorized signatory.

6. Submission of bids

6.1 Bids must be submitted only through the MahaTenders portal before the last date and time. Bidders must register on the portal and sign each document with a valid digital signature certificate. A bid submitted in any other way, or after the stipulated date and time, is liable for rejection.

6.2 Envelope 2 must contain only the financial bid in the format in Annexure G, uploaded in the form that the portal requires. A bid that adds a condition, or changes any term of this tender, is non-responsive.

6.3 FDA may extend the last date for submission by a corrigendum. The extended date will then apply to all rights and obligations of FDA and the bidders.

7. Tender fee, EMD and Performance Security Deposit

7.1 The tender fee of INR 20,000 plus applicable GST (as per portal) and the EMD of INR 1,50,000 plus applicable GST (as per portal) shall be paid online before the last date of submission.

7.2 The EMD of unsuccessful bidders will be returned within two months of the order accepting the empanelment. The EMD of an empanelled agency will be returned on receipt of its Performance Security Deposit.

7.3 The EMD will be forfeited if a bidder withdraws or changes its bid after the last date for submission, refuses to sign the agreement or to accept the L1 rate, or fails to furnish the Performance Security Deposit.

7.4 Every empanelled agency shall furnish a Performance Security Deposit of INR 5,00,000 within 15 days from the date of issuance of the Work Order in the form of a demand draft from a nationalized bank in favour of the Food Safety Commissioner, FDA, Maharashtra, payable at SBI Bandra. If it is not furnished in time, the work order may be cancelled and the EMD forfeited.

7.5 The Performance Security Deposit will be refunded only after the successful completion of the work and the satisfactory fulfilment of all contractual obligations. It is liable to deduction or forfeiture for any defect, damage, loss, penalty, delay, outstanding dues, or failure to comply with the terms of the contract.

7.6 **Exemptions.** (a) Micro, small and medium enterprises registered under the MSMED Act, 2006 with a valid Udyam registration certificate whose NIC code covers the tendered work; (b) Government boards, corporations and undertakings; and (c) start-ups with a valid DPIIT recognition certificate, are exempted from the tender fee and the EMD. Such bidders shall also receive the Performance Security Deposit concession, if any, that is allowed by the Government of Maharashtra resolutions in force. The certificate must be submitted with Envelope 1. The exemption is subject to the applicable Government of Maharashtra resolutions.

8. Pre-bid queries and meeting

8.1 Bidders may send queries in the format in Annexure F-8 to the officer named in Part A, within the period shown in the time schedule.

Queries in the format in Annexure F-9 by the date in Part A. A joint pre-bid meeting for all seven Eat Right tenders is held on 02 November 2026, physically at Food and Drug Administration (Food), Survey No. 341, 1st Floor, Bandra Kurla Complex, Opposite Reserve Bank of India, Bandra East, Mumbai, Maharashtra 400051, and also online. Minutes and replies are published on the MahaTenders portal and the FDA website. Changes to this tender are made only by corrigendum.

Meeting link - https://meet.google.com/ytp-vhix-xbq

9. Bid validity

A bid must remain valid for 90 days from the last date of submission.

10. Evaluation of eligibility (Envelope 1)

10.1 Envelope 1 of every bid will be opened on the MahaTenders portal on the date and time shown, and evaluated by a Tender Evaluation Committee constituted by FDA.

10.2 Each criterion E1 to E8 is assessed only as met or not met, on the documents submitted. No marks are given. A bidder that meets every criterion and has submitted every required document is declared eligible.

10.3 FDA may verify any document with the issuing authority, including the FSSAI recognition, the audit records on the FSSAI Audit Management System and the

completion certificates, with FSSAI or the client. FDA may ask a bidder to produce an original, a legible copy or a missing signature, but no bidder may add a new document or change its bid after the last date for submission.

10.4 A bid is rejected if the bidder is ineligible, the bid does not conform to this tender in a material respect, it contains false information, the bidder offers any inducement to an official, or there is a conflict of interest.

10.5 The list of eligible bidders will be published on the MahaTenders portal. Only the financial bids of these bidders are opened.

11. Financial bid, L1 rate and empanelment

11.1 **Quote:** The bidder quotes one price per FBO audit, with GST shown separately, in the format in Annexure G. The price per FBO audit, inclusive of GST, is the price on which bids are compared.

11.2 **Estimated Bid Value:** The estimated bid value is INR 3.0 crores. Bidders shall ensure that their total financial bid, inclusive of all applicable taxes, including GST, does not exceed that estimated bid value. Any financial bid exceeding this ceiling shall be treated as non-responsive and shall not be considered for further evaluation.

11.3 **Opening:** The financial bids of eligible bidders are opened on the MahaTenders portal by the Purchase Committee of FDA constituted under the Government of Maharashtra procurement rules, shown in Part A.

11.4 **L1:** The eligible bidder with the lowest price per FBO audit is L1. If two or more bidders quote the same lowest price, each is L1 at that price.

11.5 **Rate for the work:** The price per FBO audit quoted by the L1 bidder becomes the fixed rate for each FBO audit ("the Empanelment Rate"). The Empanelment Rate is payable to every empanelled agency. The price an agency itself quoted has no effect on its payment.

11.6 **Empanelment:** Every eligible bidder is empanelled at the Empanelment Rate and will be sent an empanelment letter. Each bidder has already agreed to this in its undertaking at Annexure F-7. A bidder that refuses to accept the Empanelment Rate is not empanelled and its EMD is forfeited.

11.7 **Allotment:** The FDA allocates Food Businesses among the empanelled agencies on a division-wise basis, through work orders specifying the Food Businesses assigned to each agency, based on administrative requirements and with a view to ensuring an equitable distribution of work. FDA reviews progress monthly and may re-allot Food Businesses not started within 30 days of the work order, or where an agency defaults, to another empanelled agency at the Empanelment Rate.

11.8 **Negotiation:** No negotiation will be held, except with L1 alone, if the Government of Maharashtra procurement rules permit it, and then only with the reasons recorded.

11.9 **Contract Period:** The Work Order/Empanelment Order shall remain valid until 31 March 2027. Based on the performance of the empanelled agency and subject to the approval of FDA, the validity of the Work Order may be extended up to a certain period on the same terms and conditions and at the existing rates, or at mutually agreed rates, as determined by FDA and the empanelled agency. Any such extension shall be communicated in writing by FDA.

12. Number of bids

If fewer than three bids are received, FDA may extend the last date by one week, up to two times. If three or more eligible bids are received, evaluation proceeds. If only two eligible bids are received after the extensions, evaluation proceeds only if the L1 price is within the price band stated in clause 10.7. If no bid, or only one eligible bid, is received, FDA will issue the tender again. FDA may proceed with fewer than three bids after two extensions if timely completion is critical, recording its reasons.

13. Conflict of interest among bidders

If two bidders have a common owner, director, partner or majority shareholder, both bids are rejected. Each bidder must also give the declaration in Annexure F-6.

14. Integrity and ethics

The bidder and its staff must not offer any gift or inducement to an official of FDA, FSSAI or an FBO, collude with other bidders, misrepresent facts, submit false or copied audit reports, or audit an FBO that was not visited, or use official information to gain an unfair advantage. Any such act leads to rejection of the bid, forfeiture of the EMD or Performance Security Deposit, and suspension, banning or removal from the panel under the procedure prescribed by the Government of Maharashtra. The bidder shall also respect labour, safety, environmental and anti-corruption laws, and shall not use child labour.

15. Grievances

15.1 A bidder aggrieved by a decision under this tender may apply for review to the Food Safety Commissioner, Maharashtra, within 10 days of the decision, or within the period stated in the decision. FDA will decide it as soon as possible and normally within 30 days.

15.2 A bidder not satisfied with the decision may appeal to the Central Stores Purchase Committee within 15 days, with a demand draft of INR 50,000. The amount is refunded if the appeal is upheld and forfeited if it is found false. The decision of the Development Commissioner (Industries) is final.

16. Rights reserved

FDA may reject any or all bids, cancel the process or issue a fresh tender, without providing any reason. Cancellation will be communicated to all bidders and unopened financial bids returned. No bidder may claim compensation for cancellation. The conditions of this tender may be relaxed only as the applicable Government of Maharashtra resolutions allow, and only by a corrigendum sent to all bidders.

Part C: Scope of work

The objective of the Third-Party Food Safety Audit Programme is to ensure systematic, independent, impartial and evidence-based assessment of food safety practices and compliance among Food Business Operators (FBOs), in accordance with the Food Safety and Standards Act, 2006, the Food Safety and Standards (Food Safety Auditing) Regulations, 2018, and other applicable food safety requirements. The programme aims to assess the implementation and effectiveness of food safety management systems, identify deviations and non-conformities, and evaluate compliance with applicable food safety standards, hygiene and sanitation requirements, and licensing conditions. It seeks to

strengthen the capacity of recognized third-party auditing agencies to conduct audits in a consistent and professional manner, document and report audit findings, recommend and evaluate corrective actions, and facilitate timely follow-up and closure of non-conformities. Through this exercise, FDA aims to obtain reliable and actionable audit findings to support regulatory oversight, improve food safety compliance among high-risk State-licensed FBOs, strengthen accountability, and promote sustained improvements in food safety practices and consumer protection.

1. Programme and requirement

1.1 **Programme:** Under the Food Safety and Standards (Food Safety Auditing) Regulations, 2018 and the FSSAI third-party audit framework, food safety audits of Food Business Operators (FBOs) are done by auditing agencies recognized by FSSAI. The audits aims to: strengthen the food safety surveillance system through independent audits; assess the compliance of FBOs with the FSS Act, Rules and Regulations; evaluate food safety management systems, including GMP, GHP, HACCP and other applicable controls; identify food safety risks and non-conformities and recommend corrective actions; verify the corrective actions of FBOs and the closure of non-conformities; promote self-compliance; and give FDA and FSSAI an additional input for risk-based inspection and surveillance. Satisfactory audits may lead to less frequent regulatory inspection, but not to any relaxation of regulatory sampling.

1.2 **Requirement:** The empanelled agency shall conduct food safety audits of the high-risk State-licensed FBOs allotted to it, report each audit on the FSSAI Audit Management System (AMS) and to FDA, and verify the corrective action taken by the FBO.

1.3 **High-risk FBOs:** The audits are of State-licensed FBOs in the high-risk categories below. FDA will list the FBOs in each work order.

#	High-risk category
1	Milk & Milk products (manufacturers and processors)
2	Slaughterhouses
3	Meat and meat products
4	Fish and fish products
5	Egg and egg products
6	Prepared foods, Hotels, Restaurants &Eateries
7	Foodstuffs intended for particular nutritional uses
8	Indian sweets
9	Cloud Kitchen, Dark Stores & e-commerce FBOs

1.4 **Quantity:** FDA plans to have 3,000 (indicative) high-risk State-licensed Food Businesses audited in FY 2026-27. FDA will allot the FBOs among the empanelled agencies by division and district (Part B, clause 10.6). The number is an estimate. FDA

may reduce or re-allot it, and payment is only for audits actually done, reported and accepted.

1.5 **No charge to FBOs; no certificate:** The audits are paid for by FDA at the Empanelment Rate. The agency shall not charge any fee, or accept any gift or benefit, from any FBO. The agency shall not issue any certificate on behalf of FSSAI or FDA, and shall not tell an FBO that it is "certified" or "approved" as a result of the audit.

1.6 **Scope of Services Included in the Quoted Rate:** The price per Food Business covers everything needed to do the work in this Part for that FBO: auditors, travel, the audit, the report, uploads on the AMS, the 24-hour report of a major non-conformity, the audit plan, photographs and the verification of the corrective action (clause 5).

2. Audit scope

At each Food Business the agency shall audit, as applicable to the food business activities and in accordance with the FSSAI audit checklist and criteria in force:

- Food safety management system, including the food safety plan and its implementation.
- Good Manufacturing Practices (GMP) and Good Hygienic Practices (GHP), and compliance with Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations.
- Implementation of Hazard Analysis and Critical Control Points (HACCP) and critical control point monitoring, where applicable.
- Compliance with the FSS Act, Rules, Regulations and standards thereunder, including the validity of the FSSAI license and its conditions.
- Documents: food safety plans, Standard Operating Procedures (SOPs), records of monitoring and verification, training records of food handlers, testing records and previous non-conformities.
- The specific risk factors of the category of FBO (clause 1.3).
- Traceability systems and recall procedures.
- Storage, handling and transportation practices.

3. Steps in the FSSAI Third-Party Audit Process

1. Application & Registration: To verify the food business details, FSSAI license, and audit applicability.

2. Audit Planning: To define the audit scope, criteria, schedule, and resources.

3. Document Review: To verify statutory documents, food safety procedures, and relevant records.

4. Opening Meeting: To communicate the audit plan, scope, and methodology to the food business operator.

5. Site Inspection: To assess infrastructure, hygiene, sanitation, and facility conditions.

6. Process Verification: To evaluate food handling, storage, processing, and temperature controls.

7. Record Verification: To verify food safety records, monitoring logs, and operational documentation.

8. Employee Interview: To assess food handlers' awareness, training, and food safety practices.

9. Evidence Collection: To collect objective evidence supporting audit observations and findings.

10. Non-Conformity Identification: To identify deviations from applicable FSSAI requirements.

11. Closing Meeting: To communicate audit findings, non-conformities, and conclusions.

12. Audit Report Preparation: To prepare the audit report with observations, compliance scores, and non-conformities.

13. Corrective Action Verification: To verify corrective actions and their effectiveness, wherever applicable.

14. FSSAI Portal – Audit Intake Form: To enter the scheduled audit date, auditor details, and audit man-days in the FSSAI Audit Management System

15. Major NC Reporting: To report major non-conformities to the Food Authority within 24 hours through the prescribed reporting channels.

16. Minor NC Closure: To verify corrective actions and close minor non-conformities within the prescribed 15-day period.

17. Final Audit Report Upload: To upload the completed audit report on the FSSAI portal within 15 days of the audit date.

18. Portal Record Verification: To verify the submitted report details and maintain audit records for traceability.

19. Audit Closure: To complete follow-up activities and close the audit after fulfilling applicable reporting and corrective action requirements.

4. Reporting

- Compile and submit activity reports in the prescribed format to Designated Officers (DO) and the Food Safety Commissioner, HQ, Mumbai at specified intervals
- Register FEs, prepare and submit an Audit schedule at FDA and accordingly notify officials of training details on company letterhead at least four days in advance.

5. Impartiality, confidentiality and conflict of interest

5.1 The agency and its auditors shall be independent and impartial, and shall keep strictly confidential all information obtained in the audits, using it only for this work.

5.2 Within three working days of receiving a list of FBOs, the agency shall tell FDA of any FBO for which it or any of its auditors has a conflict of interest, including any FBO to which the agency or the auditor has given consultancy, training or other paid service, or in which they have a financial or family interest. FDA will re-allot that FBO.

5.3 An auditor shall not audit an FBO if the auditor has a conflict of interest, and the agency shall keep the declarations of the auditors on record.

6. Quality control by FDA

6.1 FDA shall review audit report, ask for the evidence, and verify a sample of the audits, by an officer's visit to the FBO, by calling the FBO, or by accompanying the audit team, with or without notice to the agency.

6.2 A report that does not follow the FSSAI checklist, is incomplete, is not supported by evidence, or does not match the FBO's actual condition shall be returned, and the agency shall correct it within five working days. A returned report is not paid until it is accepted.

6.3 FDA will monitor the timeliness, completeness and consistency of the reports and the feedback from FBOs and FDA officers, against the performance indicators that FDA states in the work order.

6.4 If an audit is found to have been done falsely, or not done, FDA may refuse payment, recover any payment made, take the action in Part E, clause 6, and report the matter to FSSAI.

7. Roles of stakeholders

Stakeholder	Indicative role
FDA Maharashtra	Identifies and allots the FBOs; approves the audit schedule; directs the Designated Officers; reviews and verifies reports; issues, through the Designated Officer (DO), the work completion certificate; pays on acceptance.
Joint Commissioners	Oversee and coordinate the implementation of the programme, monitor the progress of activities undertaken by the empanelled agencies, facilitate interdepartmental coordination, and provide necessary guidance to ensure timely and effective execution
Designated Officers	Implementation, Local coordination and mobilisation of FBOs; receive training schedules and reports; Further, issue the work completion certificate. As the licensing authority, receive major non-conformity reports within 24 hours and decide on regulatory action; help with access to the FBOs; verify completion.
FSSAI	Recognition of auditing agencies and auditors; the audit framework, checklist and Audit Management System.
FBOs	Give access to the premises and records; submit and implement a corrective action plan.
Selected (empanelled) agency	Audits of the FBOs allotted to it; reports on the AMS and to FDA; upload audit reports on FOSCOS. follow-up; records; compliance with the written directions of FDA.

8. Deliverables and completion

Deliverables shall be in the formats that FDA approves. Dates may be refined in the work order. In all cases, the work shall be completed by the date in clause 10.

Deliverable	Minimum contents	Timeline
Audit schedule	FBO-wise dates, audit teams and man-days for the FBOs allotted	Within 10 working days of the work order
Conflict of interest declaration	FBOs with a conflict, if any	Within 3 working days of receiving the list of FBOs

Deliverable	Minimum contents	Timeline
Audit intake and plan	AMS intake entry; audit plan given to the FBO	At least 8 days before each audit
Report of a major non-conformity	Report to the Designated Officer	Within 24 hours of the audit finding
Audit report	Report per the FSSAI checklist, uploaded on the AMS and given to FDA	Within 7 working days of the completion of the audit
Follow-up record	Corrective action reviewed and verified	As in the audit report; before the final report
Monthly progress report	As in clause 4	By the 7th day of each month
Final consolidated report	As in clause 4	Before final acceptance and not later than the date in clause 10

9. Completion date

All assigned audits shall be completed by 28 February 2027, and all invoices with documents shall be submitted by the date that FDA fixes in the work order, which shall be early enough for FDA to verify and pay. Invoices submitted after that date are not accepted. An audit is complete only when the report has been uploaded on the AMS and accepted by FDA.

10. Reporting, review and coordination

- The agency shall coordinate with the Food Safety Commissioner, the Designated Officers and other authorized officers of FDA.
- It shall submit progress reports at the frequency and in the format that FDA directs, and keep its tracker up to date.
- It shall promptly report material constraints, delays or dependencies that need the intervention of FDA, such as an FBO that is closed or does not give access.
- All reports and records go to the concerned Designated Officer (DO) and to FDA Headquarters, Mumbai, as directed.

11. Regulatory and programme compliance

The agency shall comply, as applicable, with the Food Safety and Standards Act, 2006; the Food Safety and Standards Rules, 2011; the Food Safety and Standards (Food Safety Auditing) Regulations, 2018; the FSSAI audit framework, checklists, Auditor Manual and the Audit Management System procedures; the directions and circulars of FSSAI; and the directions of the Government of Maharashtra and FDA. It shall follow any change in these during the contract period.

Part D: Financial bid, price and payment

1. Financial bid

1.1 The bidder quotes in Annexure G one price per FBO audit, exclusive of GST, with the GST shown separately, and the price inclusive of GST.

1.2 The price must include all costs of the work in Part C for one FBO: auditors, man-days, travel, accommodation, coordination, the audit plan, the audit, the report, uploads on the AMS, photographs, the report of a major non-conformity, the verification of corrective action (as stated in Part C, clause 5), documentation and the final report, and all taxes and duties other than GST. No additional payment is admissible for any activity covered by the scope of work.

1.3 A bid that does not quote a price is rejected. Prices are in Indian rupees. If the figures and words differ, the words prevail.

1.4 The price is one price per FBO, the same for every FBO allotted to the bidder, whatever the category, size or location of the FBO. Prices are fixed and are not subject to any escalation during the contract period.

2. Payment

2.1 Payment is made at the Empanelment Rate, per FBO, only for FBOs that are actually allotted and audited, and for which the report is uploaded and the deliverables are verified and accepted by FDA. The issue of a work order does not create a right to payment for the full quantity.

2.2 No advance payment is made.

Submission of the Work Completion Certificate issued by the respective DO is mandatory along with the bill/Invoice.

Respective FSSAI -Portal Submission Audit Check list With Details, shall Submitted to the Designated Officer (DO) for obtaining the Work Completion Certificate, which shall serve as the sole acceptable proof of work completion.

2.4 No payment is made for an audit that was not done, was not reported on the AMS, did not follow the FSSAI checklist, was done by a person who is not a recognized auditor, or for an FBO with which the agency had a conflict of interest that it did not declare.

2.5 The agency shall submit with each invoice: the invoice with tax details; FBO-wise and district-wise records and a consolidated completion report; the AMS submission record and the audit checklist with details for each FBO; photographs; the work completion certificate of the Designated Officer (DO); and any other document FDA needs. The work completion certificate, with the AMS submission and checklist, is the only acceptable proof of completion. Incomplete documentation is not processed until the deficiency is rectified. An invoice alone is not proof of completion.

2.6 FDA will pay the amount after verification of the correct invoice submitted with all the supporting documents. Deductions for delay damages and other recoveries, and tax deducted at source, are made as the law requires.

Part E: Terms and conditions of the empanelment contract

These terms form part of the agreement between FDA and each empanelled agency.

1. **Contract period and completion:** From the date of the work order to the completion of the assigned work, and in any case not later than 31 March 2027. Based on the performance of the empanelled agency and subject to the approval of FDA, the validity of the Work Order may be extended up to a certain period on the same terms and conditions and at the existing rates, or at mutually agreed rates, as determined by FDA and the empanelled agency. Any change in scope, allotment or timeline is valid only if communicated or approved in writing by FDA, subject to the applicable Government rules.
2. **Work orders:** Each agency receives a work order that lists the FBOs allotted to it.
3. **Performance Security Deposit:** As in Part B, clause 6.
4. **Strict compliance with FDA's instructions:** The agency shall strictly follow all instructions, formats, timelines, schedules and communication issued by FDA from time to time on audits, documentation, reporting and payment.
5. **Damages for delay:** If an audit or report is not completed by the date fixed in this tender or the work order, the agency shall pay damages of one half per cent (0.5%) of the value, at the Empanelment Rate, of the delayed work, for each week or part of a week of delay, up to a maximum of five per cent (5%) where the work order is of INR 2 lakh or more, and ten per cent (10%) where it is below INR 2 lakh. The damages are deducted from payments due and do not limit the other remedies of FDA.
6. **Action for default:** If an agency delays the work, does poor-quality work, submits a false or copied audit report, reports an audit that was not done, breaks the rules of impartiality, loses its FSSAI recognition, or otherwise breaks the contract, FDA may (a) re-allot its work to another empanelled agency at the Empanelment Rate, (b) forfeit all or part of its Performance Security Deposit (or its EMD, if the deposit has not yet been furnished), (c) terminate the contract and (d) suspend, ban or remove the agency from the panel. No action under (c) or (d) is taken without a show-cause notice, a reasonable opportunity to reply and a hearing, and the agency has the right of appeal that the Government of Maharashtra prescribes.
7. **Recognition and auditors:** (a) The agency shall keep its FSSAI recognition valid throughout the contract, and shall tell FDA at once if it is suspended, withdrawn or not renewed; FDA may then suspend the allotment and terminate the contract. (b) The audits shall be done only by auditors of the agency who are qualified and recognised under the FSSAI regulations and entered on the AMS. The agency shall not sub-contract any audit or assign the contract. (c) The agency shall not use an auditor who has a conflict of interest with the FBO.
8. **Impartiality:** The agency shall not charge or accept any fee, gift or benefit from an FBO, shall not offer the FBO any consultancy or other paid service related to the audit, and shall follow Part C, clause 6.
9. **Reports and data:** The audit reports, checklists, photographs and data prepared under this contract may be used by FDA and FSSAI without restriction. The agency shall give FDA the final reports and data in editable and digital form, and shall not use them for any other purpose without FDA's written permission.

10. **Confidentiality and personal data:** The agency shall keep confidential all information it obtains about FBOs, their processes, products and records, and FDA, and use it only for this work. It shall protect personal data as the law requires, and shall not use it for marketing or any other purpose. This obligation continues after the contract ends.
11. **Change in guidelines:** The agency shall follow any change in the FSSAI, Government of India or Government of Maharashtra guidelines, audit checklists, procedures or reporting requirements during the contract period.
12. **Fall clause:** If during the contract period the agency provides the same service at a lower rate to any other Government department in Maharashtra, it shall reduce the Empanelment Rate for FDA to that rate from that date.
13. **Indemnity:** The agency shall indemnify FDA against any claim, loss or penalty arising from the agency's acts or omissions, including any injury or damage at an FBO's premises caused by its staff or auditors.
14. **Termination:** FDA may terminate the contract by giving 30 days' written notice, or at once for a serious breach, subject to clause 6. Termination does not affect payment for work already completed and accepted.
15. **Force majeure:** Neither party is liable for delay or failure caused by events beyond its reasonable control, such as natural disaster, war, riot, epidemic, or the closure of an FBO's premises, if it gives written notice within seven days and takes all reasonable steps to resume.
16. **Dispute resolution:** The parties first try to resolve any dispute by discussion. If they cannot, it is referred to a sole arbitrator appointed by the Government under the Arbitration and Conciliation Act, 1996. The seat is Mumbai, the courts at Mumbai have jurisdiction, and the law of India applies.
17. **Agreement:** Each empanelled agency shall sign an agreement on non-judicial stamp paper of the value required by law within 15 days of the work order. This tender, its corrigenda, the empanelment letter and the work order together form the contract.
18. **Taxes:** The agency is responsible for all taxes and statutory dues relating to its business and staff.

Part F: Forms and annexures

The forms below are to be filled in and signed by the authorized signatory of the bidder and uploaded in Envelope 1. Forms are to give facts only. No explanation is to be added.

Annexure F-1: Checklist of documents

#	Document	Enclosed (Yes / No)	Page no.
1	Tender fee and EMD payment proof, or exemption certificate (MSME / Udyam, Government body, DPIIT start-up)		
2	Tax clearance certificate (or the alternative in Part B, clause 4.1)		

#	Document	Enclosed (Yes / No)	Page no.
3	E1: Certificate of incorporation / registration / partnership deed, PAN, TAN (if applicable), GST registration		
4	E2: Audited balance sheets and profit and loss accounts; turnover certificate (F-4)		
5	E3: FSSAI recognition as an auditing agency (F-3)		
6	E4: Work orders and completion certificates, or AMS records, showing one year of experience in audits of high-risk FBOs (F-4)		
7	E5: Statement of at least 100 high-risk FBOs audited, with AMS records or work orders and completion certificates (F-4)		
8	E6: Non-blacklisting undertaking (F-5)		
9	E7: Declaration of no conflict of interest and integrity (F-6)		
10	E8: Undertaking on L1 rate and sharing of audits (F-7)		
11	Bid covering letter and bidder details (F-2, F-3)		

Annexure F-2: Bid covering letter

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Bid for empanelment as a third-party auditing agency for audits of high-risk FBOs, Tender No. FDA/TPA/2026-27/09

We, [name of the bidder], have read and understood the tender, its annexures and corrigenda, and submit our bid. We accept all its terms and conditions, including the fixing of the L1 rate as the rate for the work. Our bid is valid for 90 days from the last date of submission. The information in our bid is true and correct.

Date: xx/xx/2026

Place:

Authorized signatory (name, designation, seal):

Annexure F-3: Bidder details

Name of the bidder and legal status	

Registered address	
PAN, TAN (if applicable), GST number	
FSSAI auditing agency recognition number and validity	
Udyam registration number / DPIIT recognition number, if claimed	
Authorized signatory (name, designation, telephone, e-mail)	

Annexure F-4: Statement of turnover, experience and high-risk FBOs audited

Item	Financial year 1	Financial year 2	Financial year 3
Turnover (INR)			
Average turnover of the 3 years (INR)			

To be certified by the statutory auditor / chartered accountant.

#	Client	Work order no. and date	Nature of audit work	Period (from, to)	Completion certificate (page no.)
1					
2					
3					

High-risk FBOs audited by the bidder in India in the last five financial years (at least 30, each FBO counted once; continue on additional sheets):

#	Name of the FBO	FSSAI license no.	Category (Part C, 1.3)	Date of audit	Evidence (AMS ref. / page no.)
1					
2					
3					
4					
5					
6					
7					
8					

#	Name of the FBO	FSSAI license no.	Category (Part C, 1.3)	Date of audit	Evidence (AMS ref. / page no.)
9					
10					

Total number of high-risk FBOs audited: XX.

Annexure F-5: Undertaking of non-blacklisting

[On company letterhead]

Date: xx/xx/2026

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Undertaking regarding non-blacklisting.

I / We certify that M/s _____ has not been blacklisted or debarred by any Central Government, State Government, public sector undertaking or Government organisation in India, as on the date of submission of this bid. I / We certify that the information given is true and correct. I / We understand that if any information is found to be false, incorrect or misleading at any stage, the bid or contract may be rejected or terminated and action taken as per the tender and the Government rules.

Authorized signatory: _____

Name: _____

Designation: _____

Company: _____

Date: _____

Place: _____

Seal: _____

Annexure F-6: Declaration of no conflict of interest and integrity

1. Neither we nor any of our directors, key managerial personnel, auditors or employees has any financial or other material interest in any other participating bidder, or in any FBO that we may be allotted. We will tell FDA at once of any change.
2. We have not been debarred, banned or suspended by any Government or public body in India. [If yes, give details.]
3. In the last three years we have no previous transgression of the integrity requirements of any public procurement. [If yes, give details.]

4. No owner, director, partner or majority shareholder of our firm is also an owner, director, partner or majority shareholder of any other bidder in this tender.
5. No owner, director, partner, employee or relative of ours has a personal or financial interest in this procurement or any relationship with a member of the Tender Evaluation Committee, the Purchase Committee or an official of FDA concerned with it.
6. We have not offered, and shall not offer, any gift or inducement to any official, and we have not colluded with any other bidder.

Date: xx/xx/2026

Authorized signatory (name, designation, seal):

Annexure F-7: Undertaking on L1 rate and sharing of audits

[On company letterhead]

Date: xx/xx/2026

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Undertaking in respect of Tender No. FDA/TPA/2026-27/09 (third-party audits of high-risk FBOs).

We, [name of the bidder], submit this undertaking on our letterhead, signed by our authorized representative and bearing our seal, and declare as follows:

1. We are willing to share the audits with other empanelled agencies, as FDA allots them.
2. We agree to do the work, namely the audit of each FBO allotted to us, at the L1 rate fixed through this tender (the Empanelment Rate), whatever price we have quoted ourselves.
3. We understand that this undertaking is essential for the effective coverage of the high-risk FBOs in Maharashtra, and that if we refuse the Empanelment Rate our EMD may be forfeited.
4. We have the resources and capacity to meet the commitments in this undertaking.

Yours faithfully,

[Authorized signatory]

[Name and designation]

[Company seal]

Annexure F-8: Pre-bid query format

#	Tender part and clause	Page no.	Clause / content as in the tender	Query / clarification sought
1				

#	Tender part and clause	Page no.	Clause / content as in the tender	Query / clarification sought
2				
3				

Name of the bidder, contact person, telephone and e-mail:

Annexure G: Financial bid format (Envelope 2)

To be filled in and uploaded in Envelope 2 only. The price is in Indian rupees, per FBO audit.

S. No.	Particulars	Unit	Price excl. GST (INR)	GST rate (%)	GST amount (INR)	Price incl. GST (INR)
1	**Third-party food safety audit of one high-risk FBO, with the report and verification of corrective action (Part C)**	Per FBO				

Notes

- The bidder quotes one price per FBO audit. The same price applies to every FBO allotted to the bidder, whatever its category, size or location.
- The price inclusive of GST is the price on which bids are compared.
- The L1 bidder's price becomes the Empanelment Rate for every empanelled agency (Part B, clause 10).
- The price includes all costs, taxes and duties other than GST, and no additional payment is admissible (Part D, clause 1).
- No condition may be attached to the price.

Digitally signed by
Dattaprasad Dnyandev Nade
Date: 26-10-2026 19:39:22

Dattaprasad Nade
Joint Commissioner (Food),HQ
Food and Drugs Administration,
Maharashtra State, Mumbai.