Tender No.: FDA/ERI/2026-27/07

Food and Drug Administration
Government of Maharashtra

FDA MAHARASHTRA

TENDER

Empanelment of Hygiene Rating Audit Agencies for Hygiene Rating Audits of up to 70,000 Food Business Operators (Indicative) 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 agencies empanelled by FSSAI for empanelment to implement the FSSAI Hygiene Rating Scheme in 70,000 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 implementation of the FSSAI Hygiene Rating Scheme. 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 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.

All work allotted under this empanelment shall be completed by 28 February 2027.

A.1 Data sheet

Tender number and title	FDA/ERI/2026-27/07: Empanelment of Hygiene Rating Audit Agencies for Hygiene Rating Audits of up to 70,000 Food Business Operators (Indicative) in Maharashtra
Procuring authority	Food and Drug Administration (FDA), Maharashtra; Commissioner of Food Safety
Nature of the process	Empanelment by closed e-tender. Envelope 1: pre-qualification / eligibility criteria (pass or fail). Presentation on approach and methodology by eligible bidders Envelope 2: financial bid, to be opened only for eligible bidders. The L1 rate shall be fixed as the rate for the work and all eligible bidders shall be empanelled at that rate.
Programme coverage	70,000 FBOs (Indicative) in Maharashtra, allotted division-wise as in Annexure I and listed in work orders.
Components to be priced	Single component: implementation of the FSSAI Hygiene Rating Scheme at a FBO, including training, corrective measures, audit and certification facilitation. The bidder shall quote price per FBO.
Bid Estimated Value	The estimated value of the tender is INR 21.0 crore (Rupees Twenty-one Crore only), inclusive of all applicable taxes and duties, including GST. The financial bid submitted by the bidder shall not exceed this amount. Any bid quoting a total price exceeding INR 21.00 crore, inclusive of GST, shall be liable for rejection as non-responsive.
Completion deadline	All allotted work to be completed by 28 February 2027.

Mode of submission	Online only, on the MahaTenders portal (mahatenders.gov.in), with a valid digital signature certificate.
Publicity	MahaTenders portal, the FDA website and a press note through the Directorate General of Information and Public Relations
Tender fee	INR 20,000 plus applicable GST (as per portal), payable online. Exemptions in Part B clause 6.
Earnest Money Deposit (EMD)	INR 10,00,000 plus applicable GST (as per portal), payable online. No GST on EMD. Exemptions in Part B clause 6.
Performance Security Deposit (PSD)	INR 20,00,000/- 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, Bandra East, Mumbai 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 a date falls on a public holiday it moves to the next working day at the same time. Any extension is published as a corrigendum on the MahaTenders portal and the FDA website. The seven Eat Right tenders of FDA for 2026-27 follow the same calendar and a joint pre-bid meeting.

Part B: Instructions to bidders

1. About FDA Maharashtra

The Food and Drug Administration, Maharashtra is the regulatory authority for food safety and quality in the State. It implements the Food Safety and Standards Act 2006, the Rules & Regulations made thereunder, and the directions of the Food Safety and Standards Authority of India (FSSAI) and the

Government of Maharashtra. The Eat Right India initiatives in this tender are implemented under the FSSAI Work Plan 2026-27 agreed between FSSAI and the State.

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 total price per FBO among eligible bidders (L1) shall be fixed as the rate for the work. All eligible bidders shall be empanelled at that rate, and FBOs shall be 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. Pre-qualification / Eligibility criteria

A bidder must meet every criterion below on the last date of bid submission. Eligibility shall be decided only on the documents listed against each criterion.

#	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 authorised 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.

#	Requirement	Criterion	Documents to be submitted
E2	Turnover	Average annual turnover of at least INR 20.00 lakh in the last three financial years (2023-24, 2024-25, 2025-26). And A minimum annual turnover of 15.00 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 is a Hygiene Rating Audit Agency (HRAA) holding valid FSSAI recognition (through the Quality Council of India scheme or as an FSSAI recognised third party agency) on the last date of submission	Recognition certificate and agency login on the FSSAI Hygiene Rating portal
E4	Experience	At least 700 hygiene rating audits in India in the last five financial years, or at least one year of hygiene audit work for any Government, local body or PSU	FSSAI portal extract (preferred) or work orders and client certificates
E5	Auditors	At least 10 Hygiene Rating Auditors on the payroll, with an undertaking to onboard the number needed for the allotted FBOs within 10 days of the work order	Annexure F-5 with FSSAI certificates of the auditors
E6	No blacklisting	Not debarred or blacklisted by any State or Central Government or public sector organisation on the last date of submission	Undertaking in Annexure F-6
E7	Undertaking on L1 rate and sharing	Willing to share the FBOs with other empanelled agencies and to implement at the L1 rate	Undertaking in Annexure F-7

#	Requirement	Criterion	Documents to be submitted
E8	Independence and declared partners	Undertaking that FoSTaC training for its units is done only by an FSSAI empanelled training partner (the bidder if so empanelled), that the final audit is done only by an FSSAI recognised agency through an auditor who took no part in the handholding of that unit, that any printer or partner engaged is declared in Annexure F-10, and that the bidder remains solely responsible to FDA.	Annexure F-7 paragraph 4 and Annexure F-10
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 and MSEs: A DPIIT recognised start-up or an Udyam registered micro or small enterprise is exempt from E2 and E4.

Single bidder; no consortium: Consortium and joint ventures are not permitted.

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 FSSAI Hygiene Rating Scheme, its proposed methodology for conducting hygiene rating assessments of Food Business Operators (FBOs), deployment readiness, availability of qualified auditors and field personnel, stakeholder coordination arrangements, and capacity to complete the assigned assessments 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 hygiene rating assessments, food safety audits and similar assignments	15
2	Proposed methodology for conducting hygiene rating assessments and facilitating compliance with prescribed food safety and hygiene requirements	20
3	Deployment readiness and availability of qualified auditors, field personnel and other resources	15
4	Work schedule and capacity to complete the assigned assessments within the prescribed timelines	10
5	Stakeholder coordination and mobilisation of FBOs for hygiene rating assessments	10

#	Evaluation Criteria	Maximum Marks
6	Practical interventions for improving food safety, hygiene, sanitation and compliance among FBOs	15
7	Monitoring, quality assurance, documentation, evidence management and reporting arrangements	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 hygiene rating assessments, food safety audits, food safety and hygiene programmes or similar assignments, including details of completed assignments and evidence of performance.

b. **Proposed Methodology:** A stage-wise methodology for implementation of the FSSAI Hygiene Rating Scheme, covering identification and mobilisation of FBOs, planning and scheduling of assessments, conduct of hygiene rating assessments in accordance with applicable FSSAI requirements, documentation of findings and communication of assessment outcomes.

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

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

e. **Stakeholder Coordination:** Proposed arrangements for coordination with FDA, FBOs, food establishments, industry associations and other relevant stakeholders for participant mobilisation, scheduling of assessments, access to premises and effective implementation of the Scheme.

f. **Outcome-oriented Interventions:** Practical interventions for improving food safety, hygiene and sanitation practices, identifying gaps in compliance, and encouraging FBOs to adopt appropriate corrective measures and sustain food safety practices.

g. **Monitoring and Quality Assurance:** Arrangements for monitoring assessment progress, ensuring consistency and quality of assessments, maintaining assessment records and supporting evidence, tracking corrective actions, and submitting periodic progress and completion reports to FDA.

h. **Risk Management:** Identification of implementation risks and dependencies, including delays in FBO mobilisation, non-availability of auditors, access constraints or other operational challenges, along with proposed mitigation measures and contingency arrangements to ensure timely completion of the assigned work.

4.4 Presentation Procedure

- The FDA shall separately notify all eligible bidders of any changes to the date, time, venue, or presentation instructions.

- 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, 1st 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 exemption certificate; (b) the latest income tax return and GST return acknowledgements; (c) the documents listed against E1 to E8; (d) the forms in Part F, filled in and signed; and (e) the checklist in Annexure F-1.

5.2 Envelope 1 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.

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

6. Submission of bids

6.1 Bids shall be submitted only through the MahaTenders portal before the last date and time, signed with a valid digital signature certificate.

6.2 Envelope 2 contains only the financial bid in the format in Annexure G. A bid that adds a condition or changes a term of this tender is non-responsive.

6.3 FDA may extend the last date by corrigendum.

7. Tender fee, EMD and Performance Security Deposit

7.1 The tender fee of INR 20,000 plus GST and the EMD of INR 10,00,000 to be paid online before the last date of submission.

7.2 The EMD of unsuccessful bidders will be returned within 2 months of the empanelment order; the EMD of an empanelled agency is returned on receipt of its Performance Security Deposit.

7.3 The EMD is forfeited if a bidder withdraws or changes its bid after the last date, 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 within 15 days of the work order, valid 90 days beyond the completion date; otherwise the work order may be cancelled and the EMD forfeited.

7.5 The Performance Security Deposit is refunded within 60 days of final acceptance and is liable to deduction for damages, penalties, replacement costs or dues.

7.6 **Exemptions:** Udyam registered micro and small enterprises, Government boards, corporations and undertakings, and DPIIT recognised start-ups are exempt from the tender fee and the EMD, subject to the Government of Maharashtra resolutions in force, on submission of the certificate with Envelope 1.

8. Pre-bid queries and meeting

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 2 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

90 days from the last date of submission.

10. Evaluation of eligibility (Envelope 1)

10.1 Envelope 1 shall be opened on the portal and evaluated by the Tender Evaluation Committee constituted by FDA.

10.2 Each criterion shall be assessed as met or not met on the documents submitted; no marks are given.

10.3 FDA may verify any document with the issuing authority or client and may ask for an original or a legible copy, but no bidder may add a new document or change its bid after the last date.

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

10.5 The list of eligible bidders shall be published on the portal; only their financial bids shall be opened.

11. Financial bid, L1 rate, empanelment and allotment

11.1 **Quote:** The bidder shall quote price per FBO exclusive of GST and inclusive of GST shown separately; the total inclusive of GST is the price on which bids shall be compared.

11.2 **Opening:** Financial bids of eligible bidders shall be opened on the portal by the Purchase Committee of FDA.

11.3 **L1.** The eligible bidder with the lowest total price per FBO shall be L1;

11.4 **Rate for the work.** The L1 price becomes the Empanelment Rate per FBO, payable to every empanelled agency.

11.5 **Empanelment.** Every eligible bidder is empanelled at the Empanelment Rate; refusal leads to forfeiture of the EMD.

11.6 **Allotment.** The FDA allocates FBOs among the empanelled agencies on a division-wise basis, as indicated in Annexure I, through work orders specifying the FBOs 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 FBOs not started within 30 days of the work order, or where an agency defaults, to another empanelled agency at the Empanelment Rate.

11.7 **Negotiation.** No negotiation is held except with L1 alone where the rules permit, with reasons recorded.

11.8 **Validity of the Work Order.** Contract Period/The Work 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. With three or more eligible bids evaluation proceeds.

13. Conflict of interest, integrity and grievances

If two bidders have a common owner, director, partner or majority shareholder, both bids are rejected (Annexure F-8). The bidder and its staff shall not offer any gift or inducement to any official of FDA, FSSAI or an institution, collude, misrepresent facts or use official information unfairly; breach leads to rejection, forfeiture of the EMD or Performance Security Deposit and action under the Government of Maharashtra procedure for suspension, banning or removal from the panel.

A bidder aggrieved by a decision may apply for review to the Commissioner of Food Safety within 10 days, and may appeal thereafter as the Government of Maharashtra procurement rules provide. FDA may reject any or all bids, cancel the process or issue a fresh tender with reasons recorded.

Part C: Scope of work

1. Programme and requirement

Objective of Hygiene Rating Certification

To assess and certify individual food business establishments based on their compliance with FSSAI-prescribed hygiene and food safety standards through a standardized checklist-based evaluation system. The objective is to promote hygienic food handling and preparation practices, encourage continuous improvement in food safety standards, enhance consumer confidence through transparent star ratings (1 to 5), and reduce the risk of food-borne illnesses. The certification aims to motivate food business operators to maintain high standards of cleanliness, sanitation and food safety, thereby fostering a safe and hygienic food environment.

1.1 **Programme:** The FSSAI Hygiene Rating Scheme rates food businesses on their hygiene and food safety compliance, through an audit against the FSSAI checklist by a Hygiene Rating Auditor assigned by a Hygiene Rating Audit Agency (HRAA). The objective is to improve hygiene and sanitation in food establishments, to build awareness among consumers and food handlers, and to encourage continuous improvement. It is implemented in accordance with the FSSAI guidelines, checklists and certification requirements in force.

1.2 **FBOs covered:** The FBOs are food service establishments (such as restaurants, hotels, cafeterias, canteens and dhabas, bakeries, sweet and namkeen shops and meat retail shops) that FDA identifies and lists in a work order, up to 70,000 in all. As FSSAI requires, each FBO

must hold a valid FSSAI licence or registration, and have a FoSTaC-trained Food Safety Supervisor (one for every 25 food handlers) and trained food handlers.

1.3 **Requirement:** The empanelled agency shall implement the FSSAI Hygiene Rating Scheme at each FBO allotted to it as one scope (clause 2).; awareness activities form part of the training and corrective measures stage and are evidenced as in Annexure K.

1.4 **How the rating works:** As described by FSSAI, the HRAA assigns a Hygiene Rating Auditor online. The auditor visits the premises, audits against the checklist and submits the report to the HRAA, which approves it and issues the certificate through the portal. The score is converted into a percentage and a rating: 5 Excellent (81 to 100%), 4 Very Good (61 to 80%), 3 Good (41 to 60%), 2 Needs Improvement (21 to 40%) and 1 Urgent Improvement (20% or below). Failure on a critical question means that no rating is issued. A rating is valid for two years, and an FBO rated 3, 4 or 5 displays the certificate. An FBO that is not satisfied may ask for re-verification after three months.

1.5 **Audit and training roles:** The audit required by the FSSAI framework is part of the scope and its cost is inside the Empanelment Rate; no separate audit fee is payable. The bidder is itself the Hygiene Rating Audit Agency and conducts the audits through its FSSAI certified Hygiene Rating Auditors; no auditor audits an FBO that the same person has advised on corrective actions. FDA may witness any audit, re-verifies at least 10 per cent of units per agency per division, and may order a fresh audit at the agency cost where the record is unreliable. Payment never depends on the score or rating obtained; it depends on the audit having been done and recorded.

1.6 **Independence of the rating:** The rating of an FBO is decided only by the audit findings against the FSSAI checklist. The agency shall not inflate, adjust or promise a rating, and its payment does not depend on the rating that an FBO gets.

1.7 **Work schedule and letters of support:** Within 10 working days of the work order the agency submits a FBO-wise work schedule (Annexure F-11) naming its team, its declared partners and printer, and the dates for each stage. FDA issues with the work order letters of support addressed to the institutions, trusts, Railway divisions, market committees or local bodies concerned, and the Designated Officer of each district introduces the agency.

2. Implementation (single component)

2.1 Work planning and mobilisation

- Prepare and submit a work schedule, with district-wise and division-wise audit plans, within 10 working days of the work order, or such other period as FDA directs.
- Where the agency has undertaken to onboard Hygiene Rating Auditors (Annexure F-5, Part B), onboard ten auditors within 10 days of the date of issue of the work order and give FDA the list with each auditor's FSSAI certificate.
- Coordinate with FDA Headquarters, the concerned divisions and districts, the Designated Officers and the Food Safety Officers.

2.2 Verification and scheduling

- Confirm each FBO against the list in the work order, and verify its FSSAI licence or registration, its Food Safety Supervisor and the FoSTaC training of its food handlers.
- Schedule the audit of each FBO and record it on the FSSAI Hygiene Rating portal through the agency's login, and assign the audit to a registered Hygiene Rating Auditor.

- Report to FDA any FBO that does not meet the prerequisites, instead of auditing it, with the reason.

2.3 Audit

A Hygiene Rating Auditor of the agency shall visit the FBO and audit it against the applicable FSSAI checklist, covering, as applicable: food safety and hygiene practices; licensing and registration; food-handler hygiene and training; food storage and temperature control; cleaning and sanitation; pest control; prevention of cross-contamination; drinking water; food preparation and handling; personal hygiene; waste management; and food safety display and consumer awareness. The auditor shall record observations and supporting evidence (including photographs), allow the time that FSSAI suggests for the size of the FBO, and submit the report to the agency, which approves it. The audit report lists the gaps found; no separate pre-audit visit is made.

2.4 Findings and corrective action

- Give the FBO the corrective actions that the audit finds, within 24 hours of the audit, as FSSAI requires.
- Report any major non-conformity to FSSAI and to FDA within 24 hours, as FSSAI requires, and give minor non-conformities a time for rectification.
- Keep the evidence of each audit for at least one year, as FSSAI requires.

2.5 Rating and certificate

Download the certificate through the portal after the report is approved, give it to the FBO, and send a copy of the audit report and certificate to FDA. Re-verification of a rating is not part of this tender unless FDA directs it in writing.

2.6 Conduct of auditors

Each audit shall be done by a Hygiene Rating Auditor who is registered on the FSSAI portal and on the agency's payroll. The agency and its auditors shall be impartial. They shall not provide consultancy or training to an FBO that they audit, shall not accept any fee or benefit from an FBO, and shall not give a false or biased report. FSSAI may disqualify an auditor for misrepresentation, false reports, unfair practice or prejudice, and FDA may act against the agency under Part E, clause 6.

3. Roles of stakeholders

Stakeholder	Indicative role
FSSAI	Hygiene Rating Scheme framework, checklist and portal; recognition of audit agencies and auditors.
FoSTaC Training Partner (appointed by FDA)	Training the Food Safety Supervisors and food handlers of the FBOs.

4. 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 28 February 2027.

Deliverable	Minimum contents	Timeline
Work schedule	Division-wise and district-wise audit plan, auditor deployment, coordination arrangements, risks and dependencies	Within 10 working days of the work order, unless FDA directs otherwise

Deliverable	Minimum contents	Timeline
Auditor list (where onboarding is undertaken)	Ten Hygiene Rating Auditors with FSSAI certificates	Within 10 days of the work order
FBO verification record	Licence or registration, Food Safety Supervisor and FoSTaC status of each FBO	Before each audit
Audit report and certificate	Approved audit report, rating and certificate of each FBO	After each audit
Non-conformity reports	Critical and major non-conformities, with the action taken	Within 24 hours of the audit
Progress report	FBO-wise and division-wise progress	At the frequency FDA directs

5. Reporting, review and coordination

- The agency shall coordinate with the Food Safety Commissioner, the Joint Commissioner (Food) at Headquarters, the Designated Officers and other authorised staff of FDA.
- It shall submit FBO-wise and division-wise progress reports at the frequency and keep its tracker up to date.
- It shall promptly report material constraints, delays or dependencies that need the intervention of FDA.
- All reports and records go to the concerned Designated Officer (DO) and FDA Headquarters, Mumbai, as directed.
- In addition, the agency enters unit-wise progress and evidence on the FSSAI portal (Annexure F-13 format) as each stage is completed; the portal record and certificate is the basis of acceptance and payment.

6. Regulatory and programme compliance

The agency shall comply, as applicable, with the Food Safety and Standards Act, 2006; the Food Safety and Standards Rules and Regulations made thereunder ; the FSSAI Hygiene Rating guidelines, checklists and 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 the price per FBO, exclusive of GST with GST shown separately, and the total inclusive of GST.

1.2 The price includes all costs of the work: manpower, travel, coordination, documentation, training partner and audit agency charges, portal entries, and all taxes and duties other than GST. No additional payment is admissible for any activity or item within the scope.

1.3 A price must be quoted. Prices are in Indian rupees; words prevail over figures; the sum of components prevails over a wrong total.

2. Payment

2.1 Payment is made at the Empanelment Rate, only for units actually allotted, completed in accordance with this tender and the work order, verified and accepted by FDA. A work order creates no right to payment for the full quantity. Payment is subject to availability of funds under the FSSAI Work Plan and to the applicable Government rules and the instructions of FDA Headquarters.

2.2 No advance payment is made. No retention is held; deductions are only for damages, replacement costs, recoveries and tax deducted at source under the applicable law.

2.3 Batch-wise invoices : the empanelled agencies are encouraged to raise the invoices of the completed FBOs in batches along with the supporting documents.

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 and payment of the assigned work; all work complete by 28 February 2027. Contract Period/The Work 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 upto 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.
2. **Work orders and allotment.** Each agency receives work orders listing its FBOs by division and district. FDA may increase or reduce the number of FBOs as the Government directs, re-allot FBOs not started within 30 days.
3. **Performance Security Deposit.** As in Part B clause 6.
4. **Compliance with FDA instructions.** The agency follows the instructions, formats, timelines and portal procedures issued by FDA from time to time on training, documentation, reporting, certification and payment.
5. **Damages for delay.** If the work at a FBO is not complete by specified time, damages of 0.5 per cent of the Empanelment Rate of that FBO for each week or part of a week of delay, up to 5 per cent where the work order value is INR 2 lakh or more and 10 per cent where it is below INR 2 lakh, are deducted from payments due.
6. **Action for default.** For delay, poor quality, unapproved claims, false records, breach of the audit or training independence rule, or other breach, FDA may re-allot units at the Empanelment Rate, forfeit all or part of the Performance Security Deposit, terminate the contract, and suspend, ban or remove the agency from the panel, after a show cause notice, a reasonable opportunity to reply and a hearing, with the right of appeal that the Government of Maharashtra prescribes.
7. **Audit and training independence.** As in Part C clause 1.5. The agency discloses at once any conflict of interest that arises.
8. **Personnel and conduct.** The agency deploys qualified staff, issues identity cards, and ensures courteous conduct in schools, campuses, places of worship, markets, stations and food businesses. Staff found soliciting money or favours are removed and reported.
9. **Data and consent.** Personal data of students, staff, devotees, vendors and food handlers is collected only for the programme, kept on the FSSAI portal and the agency records, not

shared, and deleted by the agency after final payment. Photographs of identifiable children or devotees require written consent. The Digital Personal Data Protection Act 2023 applies.

10. **Records and inspection.** The agency keeps unit-wise files for five years and allows inspection by FDA, FSSAI and Government auditors.

11. **Monthly review.** A monthly review by the DO on units allotted, started, trained, audited, certified, evidenced and paid; the agency attends and acts on the minutes.

12. **Force majeure.** Neither party is liable for delay caused by events beyond its control, notified within 7 days; the completion date is extended by the period of the event, subject to the funding year.

13. **Termination for convenience.** FDA may terminate a work order with 15 days notice, paying for units completed and Stage 1 work done.

14. **Dispute Resolution and Jurisdiction**: Any dispute or difference arising out of or in connection with this RFP or the resulting contract shall, in the first instance, be resolved amicably through mutual discussions between the parties. If the dispute remains unresolved, it shall be referred to the Commissioner of Food Safety, Maharashtra, for resolution. If the dispute remains unresolved thereafter, either party may seek recourse through the Government of Maharashtra, as applicable, and the dispute may be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. The seat and venue of arbitration shall be Mumbai, Maharashtra. Subject to the foregoing, the courts at Mumbai shall have jurisdiction over matters arising out of this RFP and the resulting contract.

15. **Ownership.** Records, data, photographs belong to FDA.

16. **Law.** Food Safety and Standards Act 2006 and Rules and Regulations made thereunder, FSSAI guidelines for the programme; Maharashtra Government purchase rules; the terms of this tender and the work order, in that order of precedence.

Part F: Forms

The forms below are to be filled in and signed by the authorized signatory of the bidder. Forms F-1 to F-10 are uploaded in Envelope 1; forms F-11 to F-13 are used after the work order. Forms are to give facts only. No explanation is to be added.

Form	Contents
F-1 Checklist of documents	Serial list of every document in Envelope 1 with page numbers, signed by the authorized signatory.
F-2 Bid letter	On letterhead: acceptance of the tender terms, bid validity of 90 days, declaration that no price is included in Envelope 1.
F-3 Bidder details	Legal name, constitution, registration numbers, PAN, GST, address, authorized signatory, bank details, contact for the contract.
F-4 Experience statement	Table of qualifying work: client, programme, units, period, value, completion certificate reference; for the E4 route chosen.
F-5 Personnel	Part A: persons on payroll with qualification and FSSAI certificate numbers. Part B: undertaking to deploy or onboard the team required within 10 days of the work order.

Form	Contents
F-6 Undertaking of non-blacklisting	On letterhead, signed and sealed.
F-7 Undertaking on L1 rate, sharing and independence	Paragraphs 1 to 3: acceptance of the L1 rate and sharing of FBOs. Paragraph 4: training only by an FSSAI empanelled partner, audit only by an FSSAI recognised agency through an independent auditor, declared partners only, sole responsibility.
F-8 Declaration of no conflict of interest and integrity	Common ownership with other bidders; relationships with institutions, trusts, vendors or auditing agencies; integrity pledge.
F-9 Pre-bid query format	Clause reference, query, suggestion.
F-10 Declared partners and printer	FSSAI training partner (name, empanelment number, consent letter); FSSAI recognised auditing agency (name, recognition number, consent letter) or the bidder own recognition.
F-11 Work schedule format	FBO-wise: district, name, nodal contact, team member, dates for registration, baseline, training, corrective measures, audit, certification request, awareness events; dependencies.
F-12 Unit completion certificate	Signed by the Designated Officer: FBO name and code, stages completed with dates, audit reference, certification request date, recommendation for Stage 1 payment.
F-13 Portal evidence upload format	Per unit: attendance sheets, agenda, dated and geo-tagged photographs, training certificates, audit report, FSSAI acknowledgement or certificate number, corrective action record, one page event report; validation fields for the Designated Officer.

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	Latest income tax return and GST return acknowledgements (Part B, clause 4.1(b))		
3	E1: Certificate of incorporation / registration / partnership deed, PAN, TAN (if applicable), GST registration		
4	E2: Audited balance sheets and profit and loss accounts of the last three audited financial years; turnover certificate of the statutory auditor / chartered accountant (or the declaration under the Note to E2)		
5	E3: FSSAI recognition certificate and agency login on the FSSAI Hygiene Rating portal		

#	Document	Enclosed (Yes / No)	Page no.
6	E4: Experience statement (F-4) with FSSAI portal extract, or work orders and client certificates		
7	E5: Declaration of Hygiene Rating Auditors on payroll with FSSAI certificates, and undertaking to onboard (F-5, Parts A and B)		
8	E6: Non-blacklisting undertaking (F-6)		
9	E7 and E8: Undertaking on L1 rate, sharing and independence (F-7); declared partners (F-10)		
10	Declaration of no conflict of interest and integrity (F-8)		
11	Bid letter and bidder details (F-2, F-3)		

Annexure F-2: Bid 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 for hygiene rating audits of up to 70,000 FBOs, Tender No. FDA/ERI/2026-27/07.

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. No price or financial information is included in Envelope 1. The information in our bid is true and correct.

Date: xx/xx/2026

Place:

Authorised 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 recognition as an HRAA: number and validity	
Udyam registration number / DPIIT recognition number, if claimed	
Authorised signatory (name, designation, telephone, e-mail)	

Bank details (account name, account number, bank and branch, IFSC)	
Contact person for the contract (name, designation, telephone, e-mail)	

Annexure F-4: Experience statement

Route claimed under E4 (tick one): (a) at least 200 hygiene rating audits in India in the last five financial years; or (b) at least one year of hygiene audit work for a Government, local body or PSU.

#	Client	Programme / work order no. and date	Units (audits)	Period (from, to)	Value (INR)	Completion certificate (page no.)
1						
2						
3						

Total number of hygiene rating audits conducted in India in the last five financial years:

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-5: Personnel

Part A: Declaration of Hygiene Rating Auditors on payroll

(On company letterhead.)

We declare that on the last date of submission of the bid we have the following Hygiene Rating Auditors (at least ten) on our payroll. A copy of each auditor's FSSAI certificate is enclosed.

#	Name of the auditor	Qualification	FSSAI certificate number	Date of joining
1				
2				
3				
4				
5				

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Part B: Undertaking to deploy or onboard Hygiene Rating Auditors

(On company letterhead. To be submitted by bidder, if required.)

We undertake that, if we are empanelled, we will deploy or onboard the Hygiene Rating Auditors required for the FBOs allotted to us, registered with FSSAI and on our payroll, within 10 days from the date of issue of the work order, and will give FDA the list with each auditor's FSSAI certificate. We

understand that if we fail to do so, the work order may be cancelled, our Performance Security Deposit forfeited and our empanelment withdrawn.

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-6: 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.

Authorised signatory: _____

Name: _____

Designation: _____

Company: _____

Date: _____

Place: _____

Seal: _____

Annexure F-7: Undertaking on L1 rate, sharing and independence

[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/ERI/2026-27/07 (empanelment for hygiene rating audits).

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

1. We are willing to share the FBOs with other empanelled agencies, as FDA allots them.

2. We agree to do the whole work 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 FBOs in Maharashtra, and that if we refuse the Empanelment Rate our EMD may be forfeited.

4. FoSTaC training for our units will be done only by an FSSAI empanelled training partner (ourselves, if so empanelled). The final audit of each unit will be done only by an FSSAI recognised agency through an auditor who took no part in the handholding of that unit. Any printer or partner we engage is declared in Annexure F-10. We are solely responsible to FDA for the whole scope of work. We are not a consortium.

Yours faithfully,

[Authorised signatory]

[Name and designation]

[Company seal]

Annexure F-8: Declaration of no conflict of interest and integrity

1. We have not been debarred, banned or suspended by any Government or public body in India. [If yes, give details.]

2. In the last three years we have no previous transgression of the integrity requirements of any public procurement. [If yes, give details.]

3. 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.

4. 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, an official of FDA concerned with it, or any institution, trust, vendor or auditing agency connected with the work.

5. 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

Authorised signatory (name, designation, seal):

Annexure F-9: Pre-bid query format

#	Clause reference	Query	Suggestion
1			
2			
3			

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

Annexure F-10: Declared partners and printer

(On company letterhead.)

We declare the following partners that we will engage for the work. We remain solely responsible to FDA for the whole scope of work. The consent letter of each partner is enclosed.

#	Partner	Name	Empanelment / recognition number	Consent letter (page no.)
1	FSSAI empanelled training partner (the bidder, if so empanelled)			

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-11: Work schedule format

To be submitted within 10 working days of the work order (Part C, clause 1.7). Part 1 lists the FBOs and the team; Part 2 gives the dates for each stage and the dependencies, FBO-wise.

Part 1: FBO and team

#	District	FBO name	Nodal contact	Team member
1				
2				

Part 2: Dates and dependencies

#	Registration	Baseline	Training	Corrective measures	Audit	Certification request	Awareness events	Dependencies
1								
2								

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-12: Unit completion certificate

(To be signed by the Designated Officer.)

FBO name and code	
District and division	
Stages completed, with dates	
Audit reference	
Certification request date	
Recommendation for Stage 1 payment	

Date: xx/xx/2026

Designated Officer (name, designation, seal):

Annexure F-13: Portal evidence upload format

Per unit, the following is uploaded on the FDA portal as each stage is completed.

#	Evidence	Uploaded (Yes / No)	File reference
1	Attendance sheets		
2	Agenda		
3	Dated and geo-tagged photographs		
4	Training certificates		
5	Audit report		
6	FSSAI acknowledgement or certificate number		
7	Corrective action record		
8	One page event report		

Validation by the Designated Officer

Evidence validated (Yes / No)	
Remarks	
Name and designation	
Date	

Annexure G: Financial bid format (Envelope 2)

To be filled in and uploaded in Envelope 2 only. Prices are in Indian rupees, per FBO.

#	Scope	Price per FBO excluding GST (INR)	GST rate and amount (INR)	Price per FBO including GST (INR)
1	Implementation of the FSSAI Hygiene Rating Scheme (Part C clause 2)			

Amount in words:

Signature, name, designation, seal, date:

Annexure I: Division-wise allocation of FBOs

Division	FBOs to be allotted	Priority units
Mumbai	10,700	Hotels, restaurants and eating houses, sweet and namkeen shops, bakeries, meat and meat product shops; sweet shops before Makar Sankranti
Kokan	14,000	
Pune	16,500	
Nashik	9,000	
Chhatrapati Sambhajinagar	8,200	
Amravati	4,100	
Nagpur	7,500	
Total	**70,000**	

Source: Component-wise allocated targets for divisions, FDA Maharashtra. Unit lists by district are issued with the work orders.

Annexure K: Stage-wise evidence matrix (acceptance checklist)

Adapted from the FSSAI Guidance for ERI Table (Bidder Implementation Plan and Audit Evidence Matrix). The Designated Officer accepts a unit against this list.

Stage	Evidence to maintain and upload
Identification and verification	FBO profile; valid FSSAI licence or registration; Food Safety Supervisor and FoSTaC status
Baseline and scheduling	Audit scheduled on the FSSAI portal; auditor assigned
Audit	Completed FSSAI Hygiene Rating checklist and report with photographs; auditor certificate number
Findings and closure	Corrective action list given within 24 hours; major non-conformity reports; reassessment record where required
Certification	Rating and certificate issued through the FSSAI portal; display evidence where rating is 3 or above
Records	FBO-wise file; portal record; dated photographs

Digitally signed by
Dattaprasad Dnyandev Nade
Date: 26-10-2026 19:34:44

(Dattaprasad Nade)
Joint Commissioner (Food),
Headquarters,
Food and Drug Administration,
Maharashtra State