



# Food Safety and Standards Authority of India



Tender Notification No. 29004/FSSAI/FICS-FLRS/2020

**Dated: 10<sup>th</sup> February, 2020**

**Last Date : 28<sup>th</sup> February, 2020 (3.00 PM)**

## **EoI for Empanelment of Agency(ies) on Label Solution Provider through an IT Platform integrated with FSSAI's IT Platform for Licensing of Food Businesses**

### **DISCLAIMER**

THIS REQUEST FOR PROPOSAL IS NOT AN OFFER BY THE FSSAI, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTERESTED BIDDERS FOR SELECTION OF AGENCY(IES). NO CONTRACTUAL OBLIGATION WHATSOEVER SHALL ARISE FROM THE RFP PROCESS UNLESS AND UNTIL A FORMAL CONTRACT IS SIGNED AND EXECUTED BY THE FSSAI WITH THE BIDDER. THIS DOCUMENT SHOULD BE READ IN ITS ENTIRETY.

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## 1 Tender Notification Sheet

S.No.	Information	Details
1.	RFP Reference No. and date of Advertisement	10 <sup>th</sup> February, 2020
2.	Date of availability	All working days between 10 <sup>th</sup> to 24 <sup>th</sup> February, 2020
3.	Last Date for sending pre-bid queries	24 <sup>th</sup> February, 2020
4.	Contact details to whom queries to be sent	Given on last page of the RFP document
5.	Last date and time of submission of proposals	28.02.2020 – by 3:00 PM
6.	Place, time and date of opening of technical proposals	02.03.2020 – 3.00 PM (Room No. 417, FDA House)
7.	Address at which response to RFP is to be submitted	Room No. 417, FDA House

## 2 Definitions

“Applicable Law” means all relevant laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgment, decrees, injunctions, Writs or orders of court, as may be in force and effect during the subsistence of this Tender Document.

“Bid Document” shall mean the document submitted by the bidder, pursuant to understanding and agreeing with the terms and conditions set out in this Tender Document.

“Contract” shall mean the agreement to be entered into between FSSAI and the successful Bidder.

“Evaluation Committee” shall mean the committee constituted by the FSSAI

“FSSAI” - Food Safety and Standards Authority of India

### 3 Request for Proposal - RFP Notice

FSSAI invites proposals from different external agencies / vendor organizations for Empanelment of Agency(ies) as Label Service Provider for creation and management of an IT solution as part of a Public-Private Partnership that would facilitate Food Business Operators (FBOs) and Food Safety Mitras (FSMs) to generate Labels, as ease of doing business, in compliance with Food Safety and Standard Regulation (FSSR). This IT platform will facilitate FBOs to generate labels for their products as well as facilitate FSMs to generate labels for multiple FBOs.

The objective of the empaneled agency will be to guide food businesses in creating packaged food labels on its digital platform that are compliant to Food Safety and Standards (Labelling and Display) Regulations and for that the agency may design and develop a digital platform software application that allows food businesses to create 'ready to print' food labels for their packaged food products. Subsequently, the agency manages and customize their digital platform as per requirement.

The external agency will build, own and operate this label providing solution, and may offer the product/service to its users for free or on commercial terms. FSSAI may provide support in form of Regulation and other technical links to its services, if feasible. The agency, if require, will have its own Payment Gateway integrated for fee collection online and is also capable of managing the website independently.

The agency needs to have human resources who are well versed with FSSAI regulations and possess food and nutrition background so that the agency is competent to manage operational food and nutrition labels through its own website.

### 4 Eligibility Conditions: General Criteria

**4.1 Experience:** The agencies must have experience of working with Government Organization and at least 3 years of relevant experience in developing IT solutions.

**4.2 Annual Turnover:** An agency must have annual turnover of a minimum of Rs. 30 Lakh during the last three financial years (2016-17, 2017-18 & 2018-19). The turnover is to be supported by financial statement of accounts duly

certified by the Chartered Accountant and ITRs. In case of Startup, this condition would be relaxed.

**4.3 Security Deposit (SD):** A Demand Draft / Banker Cheque of Rs. 25,000/- (Rupees Twenty-five Thousand only) drawn in favour of Sr. Accounts Officer, FSSAI payable at Delhi as Security Deposit (SD) to be submitted in a separate envelope. As per GFR Rule 170 amended and published in the year 2017, the organizations registered under MSME and NSIC shall be eligible for waiver of submission of Security Deposit as per Government of India norms. Startup companies need not pay the Security Deposit.

**4.4** It should not be black listed by any Government Department or PSU. Affidavit / undertaking on letter head of the agency stating that it is not black listed by any Government Department/PSUs to be submitted.

**4.5** FSSAI seeks to provide opportunity to the Start-Ups/ New entrants (less than 3 years of experience) in the IT software application development who will be able to demonstrate exceptional potential with regard to FSSAI's requirements. Such applicants are exempted from 4.1 & 4.2 and need to submit experience and turn over documents for their years of operation.

## **5 Evaluation of Bids**

1. Tender Evaluation Committee (TEC) will carry out a detailed evaluation of the Technical Bids received in order to determine the same are substantially responsive to the requirements set forth in this document.

2. The TEC shall first evaluate the Technical Proposal. The TEC while evaluating the Technical Proposals shall have no access to the Technical Presentation until the Technical evaluation is concluded and the competent authority accepts the recommendation. Evaluation of the technical proposal will be done. The Bidders whose Technical Offers are found to be in accordance with the specifications mentioned in the tender document will be called for technical presentation.

3. Technical Presentation: The committee will invite each bidder to make a



S.No	Evaluation Criteria	Max. Marks
1	Experience of the vendor in designing and developing software application systems for food sector organizations (India & International)	30
2	Proposed Team, experience and expertise. Resumes of Key members of the team including Project Manager, Business Analyst, Technical Solution Architect, Lead Developer and Roll-out manpower, who has minimum 3 years of experience in similar projects shall be submitted.	20
4	Technical Presentation to FSSAI on understanding of Project requirements and proposed solution there of.	50
<b>TOTAL</b>		<b>100</b>

2. Tender Evaluation Committee: The CEO, FSSAI will constitute the Tender Evaluation Committee. This Committee will evaluate the Bid Documents submitted by the Bidders.
3. The Tender Evaluation Committee may choose to conduct technical negotiation or discussion with any or all the Bidders. The decision of the Evaluation Committee in the evaluation of the Technical bid shall be final and binding on all the parties.
4. Any effort by a Bidder to influence the Tender Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.
5. Failure of the Bidder to agree with the Terms & Conditions of the RFP/Contract shall constitute sufficient grounds for the annulment of the award of contract i.e. empanelment of the agency.

## 7 Technical Bid Requirements

The Technical Bid should cover the following (indicative):

1. Prior experience in designing and developing similar national level projects for Government of India Organizations (Case Study along with completion letter/ satisfactory certificate from the customer).

2. Prior experience of the vendor in designing and developing software systems for food sector (India & International) Organizations (Case Study along with completion letter/ satisfactory certificate from the customer)
3. Proposed Technical Solution including technology platforms, configuration required and number of concurrent users that the proposed architecture can support.
4. Proposed methodology and execution plan including work plan detailing the tasks involved, milestones etc.
5. Profiles of team members proposed to be deployed with their experience and expertise.
6. Any other relevant information that may be of interest for the project under consideration. (Documentary proofs to be given wherever applicable)

## 8 Technical Presentation

For Technical Presentation Bid, the Bidders should prepare separate presentation for their technical presentation bid. They may be asked to present it along with technical presentation or may be invited separately for presentation. The format shall be as below:

S.No.	Item	Amount
1.	Design, development, Operations & Maintenance cost of software/application	
2	Financial viability model - may include commercial terms offered to users, scalability of the project over next 3 years	
3	Average cost per label for end user	

- Bidders are required to quote for all the activities, in case you do not quote it shall be presumed that the activity shall be carried out free of cost.
- Bidders should submit the proposal including all kind of Costs/Licensing fees of software/ tools/drivers/cost of hosting/source code etc.

**Please Note: FSSAI will not bear any cost in the project.**



## **9 Due Diligence**

The Bidder is expected to and shall be deemed to have examined all instructions, forms, terms and specifications in this Tender Document. The Bid should be precise, complete and in the prescribed format as per the requirement of the Tender Document. Failure to furnish all information required by the Tender Document or submission of a bid not responsive to the Tender Document in every respect will be at the Bidder's risk and may result in rejection of the bid. FSSAI shall at its sole discretion be entitled to determine the adequacy / sufficiency of the information provided by the Bidder.

## **10 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid and FSSAI shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **11 Clarification of Bidding Documents**

FSSAI shall make best efforts to respond to any request for clarification of the Tender Document, such request to be made in writing. Such response / clarification shall to the extent possible be made in writing. FSSAI shall not be responsible for any delay including but not limited to any postal delays.

## **12 Amendment of Tender Document**

At any time before the deadline for submission of bids, FSSAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender Document by amending, modifying and / or supplementing the same.

All changes shall be circulated through emails to empanelled and shortlisted vendors and prospective Bidders are required to go through the same before submission of bid. All such amendments shall be binding on them without any further act or deed on FSSAI's part.

In the event of any amendment, FSSAI reserves the right to extend the deadline for the submission of the bids, in order to allow prospective Bidders reasonable time in which to take the amendment into account while preparing their bids.

### **13 Force Majeure**

- a) If at any time during continuance of this contract, the performance in whole or in part in any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, acts of civil commotion, strikes, lockouts, sabotages, fire, flood, explosions, epidemics, quarantine restrictions (hereinafter referred to as eventualities) then, the notice of the happening of any such eventuality shall be given by the Bidder to the FSSAI within 2 (two) days from the date of occurrence. Neither party shall by reasons of such eventuality, be entitled to terminate this contract, nor shall have any claim for damages, compensations against the other in respect of such nonperformance or delay in performance, and deliveries under this contract. Normal working shall be resumed as soon as such eventuality has come to an end or ceased to exist.
- b) Provided that if the performance in whole or in part by the bidder or any obligation under this contract is prevented or delayed by reasons of and such eventuality for a period exceeding 30 (thirty) days, then the FSSAI may terminate this contract by giving notice in writing.

### **14 Resolution of disputes**

The dispute resolution mechanism shall be as follows:

- a) In case of any dispute between FSSAI and the successful bidder, if not resolved amicably, same shall be referred to adjudication / arbitration in accordance with Indian Arbitration and Conciliation Act 1996.
- b) If such dispute arises then either party may forthwith give the notice in writing of such dispute to other party and shall be referred to the adjudication of an arbitrator in accordance with Indian Arbitration and Conciliation Act 1996.
- c) FSSAI will appoint the designated officer, mutually agreed between the parties, who will work as an arbitrator.
- d) The decision of the arbitrator shall be final and binding upon both the parties, i.e. FSSAI and the successful bidder.

e) All unresolved disputed matters will have the jurisdiction of New Delhi, so far as legal and court matters are concerned.

## 15 Award of Contract

Except any Bid and to reject any Bid or all Bids notwithstanding anything stated herein, FSSAI reserves the right to accept full or part of the Bid or reject any Bid, and to cancel/annul the bidding process and reject all Bids at any time before the award of the contract.

### Notification of Award

The successful Bidder shall be notified by FSSAI through email, letter or fax for award of work. The Bidder shall acknowledge the work order in writing and send an acceptance of the work order in writing within 7 (seven) days from the receipt of the work order.

## 16 Signing of Agreement

Pursuant to the bidder acknowledging the Letter of Acceptance, the bidder and FSSAI shall enter into contract within 15 days from the date of acknowledgment of the Letter of Acceptance, and sign the contract. FSSAI shall have the right and authority to negotiate certain terms with the successful bidder before signing of the contract.

The signing of the contract shall amount to award of the contract and the bidder shall initiate the execution of the work as specified in the contract.

## 17 Failure to abide by the Contract

The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions shall entail immediate termination of the contract without prejudice to the rights of FSSAI with such penalties as specified in the bid document and the contract.

## 18 Governing Law

The laws of Republic of India shall govern the Tender Document and the Contract.

## 19 Sealing and Marking of Bid

The copies of the Technical Bid shall be placed in larger sealed envelope clearly marking "**Technical Bid**". The envelopes shall then be placed in another envelope, which shall also be appropriately lacquer sealed and marked as "**Eol for Label Empanelment Agency for FSSAI.**"

## 20 Address for Submission of Bid

Last date of submission of bid is as given in Tender Notification Sheet. Bids complete in all respect shall be delivered to –

Head IT, FSSAI  
Room No. 417, FDA Bhawan,  
Near Bal Bhawan  
New Delhi - 110002

## 21 Designated Point of Contact

FSSAI's official single point of contact and the delivery point for responses and correspondence is:

Head IT / Chief Information and Technology Officer (CITO)  
Food Safety and Standards Authority of India  
Room No. 417, FDA Bhawan, Kotla Road, New Delhi-110002 Telephone No.- 011  
23236975

Note: -

1. FSSAI has reserve the rights to cancel the bid process without giving any reasons at any point of time.
2. The selected agencies /firm have to enter into an agreement with FSSAI incorporating deliverable, service level. Payment terms etc.

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