



File. No.2 (2) 2013/States-NISG/Enf-II/FSSAI (Vol-II)

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA
MINISTRY OF HEALTH AND FAMILY WELFARE
3RD FLOOR, FDA BHAWAN, KOTLA ROAD,
NEW DELHI-110002.

Dated, the 5th June, 2017

TENDER NOTICE

INVITING BIDS FOR IMPLEMENTING DIGITAL SIGNING FEATURE IN FSSAI APPLICATION,
PROCUREMENT OF DIGITAL SIGNING COMPONENT (PKI BASED)
AT FDA BHAWAN, KOTLA ROAD, NEW DELHI-110 002

Food Safety and Standards Authority of India (FSSAI) invites sealed Tenders from the reputed & experienced contractors for implementing digital signing feature in FSSAI application, FSSAI is looking for Digital Signing Component (PKI based) which will digitally sign the generated RC, License & NOC. FSSAI applications are web based and accessible through all leading browsers.

02. The tender document is available on the FSSAI website. The duly filled in Tender Document with relevant supporting documents may be submitted on or before 29th June, 2017 by 1300hrs addressed to CITO, FSSAI, 4th Floor, FDA Bhawan, Kotla Road, New Delhi 110002 along with Demand Draft/Pay Order for Rs.10,000/- (Rupees Ten Thousands Only) (Non-bearing interest) as Earnest Money Deposit (EMD). The Demand Draft / Pay order towards EMD should be in favour of Senior Accounts Officer, FSSAI payable at New Delhi.

The tender document can be downloaded from FSSAI **website: www.fssai.gov.in** **and or through CPP Portal www.eprocure.gov.in/epublish/app.** The cost of the tender document, a sum of Rs.500/- (Rupees Five Hundreds Only) shall be submitted along with the bid.

Address for communication: CITO, Food Safety and Standards Authority of India (FSSAI), 4th Floor, FDA Bhawan, Kotla Road, New Delhi. -110002, email address: cito@fssai.gov.in .

CITO
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

Digital Signing Component for FSSAI

Food Safety and
Standards Authority of
India

Request for Proposal
Document

Date of Release 5th
June, 2017

Tender Reference

Tender Date	5 th June 2017
Tender Reference Number	File No: 2(2)2013/States-NISG/Enf-II/FSSAI(Vol-II)
Title	Digital Signing component for FSSAI
Issuing FSSAI	Food Safety and Standards Authority of India
Contact Person Details	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi cito@fssai.gov.in
Address of website where tender and all associated information would be published	www.fssai.gov.in
Brief Description of Tender	To implement digital signing feature in FSSAI application using Digital Signing Component (PKI based)

Bid Process Schedule

#	Event	Date	Venue
1.	Pre-Bid Meeting	13 th June 2017 @ 3.00 PM	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
2.	Issue of pre-bid meeting clarifications and corrigendum regarding tender documents	16 th June 2017	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
3.	Deadline for submission of bid documents	29 th June 2017	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
4.	Opening of Technical Bids	29 th June 2017	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
5.	Technical presentations by bidders	Will be intimate later	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi
6.	Opening of Financial Bids of technically qualified bidders	Will be intimated later	Director (RCD), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Marg, New Delhi

Bid Costs

1.	Bid fee	Rs. 1,000/-	Payable at the time of bid document submission
2.	Ernest Money Deposit (also referred as bid security amount)	Rs. Ten thousand only	

Document Structure

This document is divided into five parts as described below

Part I: Bid Overview

Part II: Instructions to Bidders

Part III: Contractual Clauses

Part IV: Detailed Scope of Work

Part V: Formats for Submission of Proposal

Table of Contents

Part I: Bid Overview	8
1.1 About FSSAI	8
1.2 Project Objectives and Scope.....	9
1.3 Scope of Work.....	9
1.4 FSSAI Responsibilities.....	10
Part II: Instructions to Bidders.....	10
2.1 Eligibility Criteria	10
2.2 Bid Processing	11
2.2.1 General Information	11
2.2.2 Bid Documents & Other Bid Related Information.....	12
2.2.3 Pre-Bid Meeting.....	12
2.2.4 Proposal Submission	13
2.2.5 Bid Opening	13
2.2.6 Bid Clarifications & Presentations	13
2.2.7 Confidentiality.....	14
2.2.8 Earnest Money Deposit	14
2.3 Negotiations.....	14
2.4 Award.....	15
2.5 Bid Evaluation	15
2.5.1 Preliminary Scrutiny	15
2.5.2 Evaluation of Financial Bid.....	16
2.5.3 Conditions Governing Receipt and Opening of Proposals	17
Part III: Contractual Clauses.....	18
1. Term of Contract.....	18
2. Termination.....	18
3. Effects of Termination.....	18

4.	Undertaking against Fraudulent Practices, Corruption and Bribery	18
5.	Scope of Work and Deliverables	19
6.	Norms Governing Service Delivery	19
7.	Fees and Payments	20
8.	Ownership and Audit	20
9.	Co-operation by the FSSAI	21
10.	Confidentiality.....	21
11.	Indemnity	21
12.	Force Majeure.....	21
13.	Dispute Resolution	22
14.	Governing Law and Jurisdiction	22
15.	Delays and Damages	22
16.	Scope Changes	22
Part IV:	Detailed Scope of Work	23
	Platform Details of FSSAI-Applications	25
	Deliverables of Bidder	25
Part V:	Formats for Submission of Proposal	26
5.1	Covering Letter (on letter head of bidder).....	26
5.2	Format for Technical Proposal	27
	Core Technical Proposal.....	27
	Format for Project Experience	28
5.3	Format for Financial Bid.....	29
5.4	Format for Bank Guarantee (pro forma).....	31

Part I: Bid Overview

1.1 About FSSAI

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards Act, 2006 which consolidates various acts & orders that have hitherto handled food related issues in various Ministries and FSSAIs. FSSAI has been created for laying down science based standards for articles of food and to regulate their manufacture, storage, distribution, sale and import to ensure availability of safe and wholesome food for human consumption.

FSSAI has been mandated by the FSS Act, 2006 for performing the following functions:

- Framing of Regulations to lay down the Standards and guidelines in relation to articles of food and specifying appropriate system of enforcing various standards thus notified.
- Laying down mechanisms and guidelines for accreditation of certification bodies engaged in certification of food safety management system for food businesses.
- Laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories.
- To provide scientific advice and technical support to Central Government and State Governments in the matters of framing the policy and rules in areas which have a direct or indirect bearing of food safety and nutrition.
- Collect and collate data regarding food consumption, incidence and prevalence of biological risk, contaminants in food, residues of various, contaminants in foods products, identification of emerging risks and introduction of rapid alert system.
- Creating an information network across the country so that the public, consumers, Panchayats etc receive rapid, reliable and objective information about food safety and issues of concern.
- Provide training program for persons who are involved or intend to get involved in food businesses.

Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.

1.2 Project Objectives and Scope

At present FSSAI officials are issuing Registration Certificates (RC), Licenses, No Objection Certificates (NOC) generated online. The Online Generated certificates are physically signed and sent to Food Business Operators (FBO)/Importers/CHA.

In order to expedite the process and make it more Efficient/Transparent/Comply to IT law, FSSAI require digital signing facility for its department user(AO/DO/FSO) to digitally sign the soft copy of above mentioned documents using his/her Digital Signing Certificate (issued by authorized Indian CA). The digitally signed RC, License and NOC shall be available on the dashboard of FBO/Importer/CHA from which they can print as per their convenience.

To implement digital signing feature in FSSAI application, FSSAI is looking for Digital Signing Component (PKI based) which will digitally sign the generated RC, License and NOC. FSSAI applications are web based and accessible through all leading browsers. PKI component should be compatible to all the browsers for business continuity.

1.3 Scope of Work

To provide complete solution for implementing digital signature feature in FSSAI application, support & knowledge transfer.

1.4 FSSAI Responsibilities

1. Nomination of a nodal officer for this project.
2. Carry out tasks which fall under the FSSAI responsibility, within time limits as agreed.
3. Make timely payments to the Bidder.
4. Provide the required timely access to personnel, data, clarifications, decisions and to resolve any issues as may be necessary for the bidder to carry out their obligations under this contract (including the work plan).
5. Report technical issues to the bidder's personnel for resolution.
6. Provide all necessary data and facilitate data migration / digitization.
7. Raise formal requests for changes and conform to the agreed process in approving and implementing these changes.
8. Facilitate regular reviews.

Part II: Instructions to Bidders

2.1 Eligibility Criteria

- Bidder should be an Indian Private or Limited Company entity registered under the Indian Companies Act 1956.
- Bidder should have been in existence in the market for atleast last 3 years.
- Bidder should provide the overview/profile of their company.
- Should have implemented PKI component in minimum 3 Projects or given license to minimum 3 companies. The relevant work order received from the client must be provided as proof.
- Provide the total number of employees in the company and number of technical resources in Java and .Net platform.
- Provide the technical experience and financial quote for the Digital Signing Component which should be License based.
- AMC charges for next further years shall be provided, apart from Digital Signing Component's License cost.
- The price quotation of only those bidders will be considered who will qualify technically for the bid after giving the Technical Presentation. Such

technically qualified bidder who has the lowest quote shall be awarded for supplying the Digital Signing component as defined in the Scope of Work.

- A declaration must be submitted by the bidder along with the bid specifying that all the information provided in the bid proposal are true and nothing is false.

2.2 Bid Processing

2.2.1 General Information

- a. The bid process involves a three-stage evaluation namely, Pre-qualification, followed by the evaluation of the Technical bid and Financial bid.
- b. The bidder shall submit only one Proposal (also referred to as 'bid responses' or 'bid documents' herein)
- c. Proposal should be in the specified format
- d. Proposals should be in English Language
- e. The Bidder is not permitted to modify, substitute or withdraw their Proposal after submission
- f. Bid should be valid for a period of 180 days from the date of submission
- g. The original Proposal shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be attested by the person or persons who sign(s) the Proposals.
- h. An authorized representative of the bidder should sign on all the pages of the Proposal. The representative's authorization should be confirmed by a written power of attorney or board resolution accompanying the Proposal.
- i. Bidders should specify the price of their services in Indian Rupee (INR) only.
- j. During this period of the bid validity, the bidder is expected to keep available the key team of professionals proposed for the assignment. The Client will make its best effort to complete negotiations within this period.
- k. FSSAI reserves the right to accept or reject any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the

affected bidder(s) of the grounds for such decision. The decision of the competent authority would be final and binding on the bidders.

- l. Cost of preparing the proposal, presentations, negotiations, finalization of the contract, including visits to the Client, are not reimbursable.
- m. All communication pertaining to this bid will be published in the designated website unless it is a direct communication to concerned bidders, so it would be the bidders' responsibility to check website for such communication.

2.2.2 Bid Documents & Other Bid Related Information

Bid documents and all other bid related information will be published in the FSSAI website www.fssai.gov.in. Bid documents should be downloaded from the website. Bid application fee should be made at the time of submission of bid proposal.

2.2.3 Pre-Bid Meeting

- a. A pre-bid meeting will be held on the date and venue as specified
- b. All those who have obtained bid documents can participate in pre-bid meeting to seek clarification.
- c. Maximum of two (2) bidder representatives will be allowed to the pre-bid meeting
- d. The bidders have to submit any questions in writing (paper mail or facsimile or e-mail) to reach the nodal officer at least two (2) clear days prior to the pre-bid meeting.
- e. It may not be practicable to answer all questions at the pre-bid meeting.
- f. No questions regarding the bid will be entertained after the pre-bid meeting.
- g. Responses to bidder's questions will be communicated through the website only

2.2.4 Proposal Submission

- a. Two (2) copies of all the bid documents sealed in separate envelopes will need to be submitted.
- b. Each envelope should be super scribed on the left hand side top corner as “Original Copy” and “Duplicate Copy” along with the name of the project.
- c. Both copies of the bids (Original and Duplicate) must consist of the following documents:
 - i. Technical Proposal with clear indication of qualification of the bidder
 - ii. Financial Proposal (sealed separately) super scribed as “Financial Bid” on the envelope along with the name of project
- d. Electronic copies of Technical Proposal should be submitted in CD-ROM and all documents should be in PDF Format.
- e. Proposals should be comprehensive where necessary and unwanted material, including repetition of the bid document contents should be strictly avoided.

2.2.5 Bid Opening

- a. The bids that have been received within the specified deadline would be opened at the specified date and time as indicated.
- b. Bidder's representatives are free to be present at the time of bid opening.
- c. The bidder representatives who are present shall sign a register evidencing their attendance.
- d. The bidders names and the presence or absence of requisite bid security and such other details considered appropriate, will be announced at the time of bid opening.
- e. Bids that do not contain necessary security amount or which has substantive material deficiencies shall be rejected upon opening.
- f. Bids received after the deadline (i.e. late bids) shall be returned unopened to the respective bidder.

2.2.6 Bid Clarifications & Presentations

- a. During evaluation of the bids, the bidder may be requested for clarification on their bid. Such clarifications are to be provided in writing and would need to be substantive. Non-substantive and non-responsiveness on the part of the bidder may lead to disqualification of bidder.
- b. Bidder may also be (optionally) called upon with prior notice to make presentations as per the time frame specified, to support proposal evaluation. This is only to enumerate

and seek clarifications on the submissions made by the bidder in their proposal. No new material or deviations from proposal would be entertained during this process.

- c. Information provided by bidder through clarifications and/or presentations shall be taken into account for proposal evaluation.

2.2.7 Confidentiality

Information relating to the examination, clarification and comparison of the bids and recommendations for the award of the project shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

2.2.8 Earnest Money Deposit

- a. Earnest money deposit: The proposal must be accompanied by earnest money deposit of Rs. 10000/- (rupees ten thousand) in the form of Demand Draft of any nationalized bank payable to Senior Accounts Officer, Food Safety and Standards authority of India without which the proposal will be rejected outright. Earnest money deposit will not be accepted in cash or any other manner. No interest is payable on the amount of E.M.D.
- b. The Earnest money deposit will be refunded or returned (along with necessary endorsement for payment) to the bidders whose offers are not accepted by the FSSAI of Finance within two months of the placing of final order to the successful bidder. However for the successful bidder, the Earnest money deposit so submitted will be refunded on submission of Bank guarantee against security deposit.
- c. Non-acceptance of an award resulting from this bid process would entail forfeiture of the Earnest Money Deposit.

2.3 Negotiations

- a. The purpose of the negotiation is to re-validate the Technical Proposal (including work plans) to ensure that the bidder's proposal adequately the objectives of the proposed engagement. The aim is to reach agreement on all points before signing the contract.

- b. Special attention will be paid to optimizing the required outputs from the selected bidder and to clearly define the inputs required from FSSAI to ensure that the proposed engagement can be effectively supported.
- c. The negotiations will conclude with the drafting of the contract.
- d. If negotiations fail, the FSSAI will be free to invite the bidder with the second highest score at their quoted rates to contract negotiations.
- e. The final step in the negotiations process is to seek necessary approval from the competent authority or purchase committee, as may be prescribed for such purchases.

2.4 Award

- a. The contract will be awarded after successful negotiations after obtaining necessary approvals.
- b. Prior to expiration of the period of bid validity, FSSAI will notify the successful bidder in writing, that their proposal has been accepted.
- c. FSSAI and successful bidder will formalize the Contract Agreement that has been finalized
- d. The successful bidder shall furnish Bank guarantee only after which disbursement of monies would be made in accordance with contractual terms.
- e. After the contract is formalized with the successful bidder, the FSSAI will promptly notify other bidders on the shortlist that they were unsuccessful and return their Security Deposit.
- f. Failure of the successful bidder to accept the correction of the errors as specified herein OR to sign the contract OR willful violation of the bid process shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the FSSAI may choose to award the work to the next highest scoring bidder or call for fresh bids.

2.5 Bid Evaluation

2.5.1 Preliminary Scrutiny

- a. This consists of two steps:
 - i. Assessment of the eligibility criteria will be done to determine whether the proposal submitted conforms to all mandatory criteria specified to merit further evaluation. These would include:-

- (a) Certificate of Incorporation and commencement of the operations of the bidder's company;
 - (b) Copies of audited balance sheet for the required three years (if the accounts are not audited for the most recent period, unaudited balance sheet can be signed and this shall be signed by the authorized signatories and counter signed by the statutory auditors);
 - (c) Certificate from statutory auditors in support of the turnover requirements from Contact center;
 - (d) Copies of statutory registrations such as PAN, Service Tax Number, TIN Number, etc.
 - (e) Copies of documents should be self certified where applicable;
- ii. Prior to the detailed evaluation, Client will determine the substantial responsiveness of each proposal. A substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Client will not allow any corrections or re-submissions in case of nonconformities.
- b. Bids not conforming to such preliminary requirements will be prima facie rejected.
 - c. Should there be any nonconformity or irregularity in a bid, which does not constitute a material deviation, a view will be taken by the bid evaluation committee to provide necessary waivers, if deemed necessary and appropriate. The decision of the committee in this matter shall be final and binding on all bidders.

2.5.2 Evaluation of Financial Bid

- a. The Financial Bids of the technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives
- b. The bidder with lowest financial bid (L1) will be awarded 100% score.
- c. Financial Scores for other than L1 bidders will be evaluated using the following formula:

Financial Score of a Bidder =

$$\{(\text{Financial Bid of L1}/\text{Financial Bid of the Bidder}) \times 100\}\%$$

(Adjusted to two decimal places)

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees.
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

2.5.3 Conditions Governing Receipt and Opening of Proposals

- * The Financial Proposal should only indicate prices **without any condition or qualification** whatsoever and should include all taxes, duties, fees, levies and other charges levied by Central & State, as may be applicable in relation to activities proposed to be carried out.
 - * The bidder is required to quote for all the defined requirements on a **fixed price** basis. In addition, they are required to quote for manpower based on experience levels of candidates as indicated in the financial quote. Blended rate as specified in the financial quote shall be applicable to any significant changes to the solution.
 - * The original and all copies (including Soft Copies) of the Technical Proposal should be placed in one envelope. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and clearly marked, **"Do not open, except in presence of the Evaluation Committee."**
- i. After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee.
 - ii. From the time the bids are opened to the time the contract is awarded, if any Bidders wish to contact the FSSAI on any matter related to its proposal, it should do so in writing at the address of the nodal officer. Any effort by the Bidder to influence the

bid proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

Part III: Contractual Clauses

The Contract Agreement for this engagement would contain the following key clauses:-

1. Term of Contract

This will include the period required to deliver the deliverables and other services specified in the terms of reference, including the duration of the support period (as may be applicable to this engagement).

2. Termination

- a) Normal termination of the contract would happen at the end of the tenure.
- b) Pre-mature termination of the contract would happen in case of insolvency of bidder or due to conditions of material breach.

3. Effects of Termination

- a) In the event of a pre-mature termination of this agreement by FSSAI, the compensation payable to bidder will be decided in accordance with the Terms of Payment Schedule for the milestones completed services and accepted deliverables.
- b) Parties shall mutually agree upon a transition plan and comply with such a plan. The bidder agrees to extend full cooperation in supporting the transition process.

4. Undertaking against Fraudulent Practices, Corruption and Bribery

DIGITAL SIGNING COMPONENT SERVICE PROVIDER represents and undertakes that it has not given, offered or promised to give, directly or indirectly any amount, gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Government in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract or obtaining a contract or showing or forbearing to show favor or disfavor to any person in relation to the Contract. Any breach of the aforesaid undertaking by DIGITAL SIGNING COMPONENT SERVICE PROVIDER or any one employed by it or acting on its behalf or for its benefit (whether with or without its knowledge) or the commission of any offence by DIGITAL SIGNING COMPONENT SERVICE PROVIDER or anyone

employed by it or acting on its behalf, as defined in Chapter IX of the Indian Penal Code, 1860 (45 of 1860) or the Prevention of Corruption Act, 1988 (Act 49 of 1988) or any other Act enacted for the prevention of corruption shall, without prejudice to any other legal action, entitle the FSSAI to cancel the Contract either wholly or in part, and all or any other contracts with DIGITAL SIGNING COMPONENT SERVICE PROVIDER and recover from DIGITAL SIGNING COMPONENT SERVICE PROVIDER such amount or the monetary value thereof and the amount of any loss arising from such cancellation without any entitlement or compensation to DIGITAL SIGNING COMPONENT SERVICE PROVIDER. The FSSAI will also have the right to recover any such amount from any other contracts concluded earlier between DIGITAL SIGNING COMPONENT SERVICE PROVIDER and the FSSAI. The DIGITAL SIGNING COMPONENT SERVICE PROVIDER will also be liable to be debarred from entering into any contract with the Government for a minimum period of five years. A decision of the FSSAI to the effect that a breach of the undertaking has been committed shall be final and binding on DIGITAL SIGNING COMPONENT SERVICE PROVIDER.

5. Scope of Work and Deliverables

This will be in conformity with the terms of reference specified in the tender document and shall include the submissions made by the bidder in their proposal and work plans, further refined during the negotiations. Deliverables and milestones shall be established with a process of formal acceptance or such measurable criteria.

6. Norms Governing Service Delivery

- a) Provide necessary performance guarantees by way of bank guarantee in favour of Investment Promotion Centre for value as specified in the *pro forma* Bank Guarantee on signing of the agreement;
- b) Shall deliver the services in a professional manner commensurate with accepted industry practices and/or technical standards which are generally expected of such an engagement;
- c) Digital Signing Component service provider shall establish a formal team structure with a named Project Manager who will serve as single point of contact and staff with competent resources to provide effective and expert service delivery, in tune requirements;

- d) The location of services delivery would generally be limited to the FSSAI HQ , unless otherwise specified or arises out of project requirements;
- e) To ensure knowledge continuity, Digital Signing Component service provider agrees no changes to their key personnel for the duration of the engagement. However in very exceptional circumstances based on genuine constraints, changes would be permitted with prior written concurrence. All substitutions to be made with person with at least equivalent skills and experience;
- f) Provide a roadmap and project plan for this engagement, describing clearly the responsibilities, timelines, dependencies, milestones and risks;
- g) Establish the structure and frequency of reporting to FSSAI on the progress of the engagement;
- h) Facilitate decisions and proactively support resolution of issues that are pertinent to the scope of this engagement.

7. Fees and Payments

- a) **The total fees** payable to the bidder including a milestone based payment as specified in the terms of reference would be specified. Such payments shall be inclusive of all taxes / levies and other out of pocket expenses payable on a fixed price basis.
- b) Payments for **additional services in case of change** in scope will also be specified.
- c) Payments would be subject to tax withholdings.
- d) In case of a *bona fide* dispute regarding any invoice, the FSSAI shall be entitled to delay or withhold payment of the invoice or part of it, limited to the extent of the disputed amount.

8. Ownership and Audit

- a) All hardware, equipment, software including source code, licenses, technical documents and services obtained for the express purpose of this engagement shall be in favor of the FSSAI and shall be submitted to the FSSAI on demand.

- b) All records pertaining to this engagement shall be made available to the FSSAI and its authorized agents upon request for verification and/or audit, on the basis of a written request.

9. Co-operation by the FSSAI

To enable the bidder carry out its obligations under this agreement, FSSAI shall provide timely and convenient access to data, grant or procure necessary consents, approvals, authorizations, clearances related to interaction and communication with external agencies as may be required from time to time and provide feedback within an agreed timeframe, on all requests and queries submitted to by the bidder.

10. Confidentiality

Bidder and its agents shall exercise professionally reasonable care to maintain the required confidentiality and privacy with regard to FSSAI data, wherever applicable.

FSSAI shall retain exclusive intellectual property rights to all artifacts to which FSSAI has sovereign rights or by virtue of a formalized agreement with another party. Nothing herein shall or will be construed or deemed to grant to the DIGITAL SIGNING COMPONENT SERVICE PROVIDER any right, title, license, sub-license, proprietary right or other claim against or interest in, to or under (whether by estoppel, by implication or otherwise) to the aforesaid FSSAI's rights;

11. Indemnity

The bidder shall indemnify, defend and hold FSSAI and their officers, employees, successors and assigns harmless from and against any and all losses arising from personal injury or claims by third parties pursuant to this agreement, including but not limited to any equipment, software, information, methods of operation or other intellectual property (or the access, use or other rights thereto) provided by them or its sub-contractors or its associated agencies or any act, default or omission of any of them in relation to this agreement.

12. Force Majeure

Neither Party to this agreement shall be liable to the other for delay or default in performance of its obligations or any loss or damage which may be suffered by the other directly due to a Force Majeure event provided that the affected Party notifies the other Party of such event and its likely effects and duration as soon as possible and takes all reasonable steps to mitigate the losses/disruption.

13. Dispute Resolution

Any dispute or difference, whatsoever, arising between the parties to this agreement arising out of or in relation to this agreement shall be amicably resolved by the Parties through mutual consultation, in good faith and using their best endeavors. Parties, on mutual consent, may refer a dispute to a competent individual or body or institution or a committee of experts appointed for such purpose and abide by the decisions thereon.

14. Governing Law and Jurisdiction

The bidder shall comply with applicable labor laws and other related laws enforced by Government of India.

This agreement and all questions of its interpretation shall be construed in accordance with the Laws of India with the Courts at New Delhi having jurisdiction.

15. Delays and Damages

- a) Delays caused entirely due to the acts of the bidder and if such delays exceed more than twelve (12) consecutive weeks of agreed timelines / milestone plans for commencement of service, FSSAI at its discretion, may impose a penalty of up to 1% (one percent) of the project cost per week of delay for a period of up to twelve (12) weeks after which it will constitute a material breach.
- b) Recoveries of penalties shall be adjusted against outstanding dues to the bidder or will be set off against future payments.
- c) In any case, the extent of damages shall be limited to the monies paid to the bidder in addition to the forfeiture of the amount of Bank Guarantee.

16. Scope Changes

Process to manage changes to scope of the engagement and its impact on technical matters, project schedule and costs shall be detailed out.

Part IV: Detailed Scope of Work

- Provide [PKI] Digital signing component should work for signing the PDF files and ability to have the functions to store Registering the Digital certificates details in FSSAI IT database.
- The PKI component shall function on all the leading browsers at client's machine (Window OS, Linux), for example, Chrome, Mozilla Firefox, Internet explorer, Safari etc. A compliance sheet for browser needs to be provided.
- The PKI component should be compatible to Cloud environment as the FSSAI is planning to move their applications on cloud.
- Digital Signing on the PDF file shall be done on the client side using Digital Signing Certificate (Issued by any CA in India (CCA India)) and Signature details shall be displayed on the signed PDF file.
 - Provide support in technical integration of the component with FSSAI applications and using the PKI component in development, staging and production environment.
 - Thorough testing (unit, system integration and user acceptance testing) of The component upon installation and integration with the FSSAI applications.
 - To Support and maintain the PKI component without any additional charge for a period of One year after Go-Live [Date for Go-Live will be the date of UAT provided by FSSAI].
 - The PKI component shall support PKCS#11 (e-Token) and shall have provision for other formats like CADES, XADES etc.
 - The PKI component shall use SHA-2 and higher Hash algorithm and RSA - Signature algorithm and other algorithms and standards as specified in IT Rules 2000 (2008 amendment) , Rules and Regulations. All end user signing shall adhere to Digital Signature End Entity Rules 2015.
 - FSSAI application should be able to extract the Digital Certificate (Issued by valid Indian CA) information/detail to register/record in their database. The PKI Component provided following information like,
 - Issuer Name
 - Valid from and To
 - Public Key
 - Thumbprint
 - Subject
 - Cert Serial Number

➤ Key Usage

- The PKI component shall support PDF-A signing and signer's information should be visible on every page of PDF file. The visibility of signer's information on signed PDF could be different based on the PDF file (Registration Certificate, License, No Objection Certificate etc.). The Standards as specified in PDF/A and/or ISO 19005 shall be followed in this regard.
 - The FSSAI user shall have provision to sign multiple PDF documents in one go.
 - The PKI Component should have provision to verify (signature and trust) the digital signature of the signed PDF on the server before PDF file gets stored on the server. This shall adhere to Digital Signature End Entity Rules 2015.
 - The PKI Component should have provision to verify (signature and trust) the digital signature of the signed PDF on the server before PDF file gets stored on the server. This shall adhere to Digital Signature End Entity Rules 2015.
 - The PKI Component shall have support for digital signature based encryption and decryption. This functionality shall be optional and can be enable as and when required.
 - FSSAI will not be liable to pay any other cost for the resources (software and Any technical human resource) which are required for running & deployment of PKI Component for FSSAI – Applications.
 - The Code Signer Certificate shall be purchased by FSSAI directly from the Code Signer Certificate vendor/supplier. The code signing script and key store information shall be provided by the PKI Component service provider to FSSAI.
 - The PKI Component and the application provided under this agreement shall run on old and latest version of JRE i.e version 7 and above.
 - The PKI Component service provider shall provide a technical system integration document and API for implementation of PKI Component in FSSAI-Applications.
 - The PKI Component and the application shall comply with "IT Act-2000 & Amendment 2008" and "CCA India guidelines issued time to time in this regard".
 - Trust chain shall be validated by the PKI component.

- The PKI component should have provision to use Online Certificate Status Protocol (OCSP) to check the status (e.g. Revoked or Valid certificate) of Digital Certificate.
- The support and maintenance post Go-Live shall be provided by PKI Component service provider for the 1st year without any additional cost and thereafter subject to decision by FSSAI to continue the maintenance services.
- The PKI component license should be available for Server/URL specific/Cloud based system.

Platform Details of FSSAI-Applications

S.No.	Description	Detail
1	Applications Platform	Windows - 2012 server ASP.Net 3.5 (development)/ 2.0(Production) and IIS 7.5 DB 2008 Enterprise R2
2	Number of physical servers (on Load balancing)	2
3	DR Site (will be hosted on cloud very soon)	1
4	Number of web servers	2
5	Number Of Application Servers	2
6	Database Servers (Active/ Passive)	2
7	Storage - SAN	

Deliverables of Bidder

Following are the deliverables that agency need to handover:

1. Project plan with implementation strategy.
2. JAR file with PDF signing functionality.
3. Design Document.
4. Technical Documentation.
5. User Manual.
6. Test Cases.
7. Sample App.
8. Integration Support.

Part V: Formats for Submission of Proposal

5.1 Covering Letter (on letter head of bidder)

To

<Title of authorized person>

[Date]

<Address>

Madam/Sir,

Subject:

Reference: Bid document entitled “ ” issued by your FSSAI dated dd/mm/yyyy

We, the undersigned, offer to provide the required Contact Center services in accordance with your above mentioned Tender notification / Request for Proposal.

We hereby submit our proposal documents along with necessary Earnest money Deposit and other applicable fees. The enclosed documents include Technical and Financial Proposals as per the required formats sealed in separate envelopes. It is hereby confirmed that our proposal will be valid for the period as required in the tender document.

We solemnly affirm that this proposal is binding upon us. Further, we understand and agree that acceptance of our proposal is not binding upon you.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

Yours sincerely,

Signed by Authorized Signatory

Name and Title and of Signatory

Contact details (Address, Phone, Email ID)

5.2 **Format for Technical Proposal**

5.2.1 **Part A: Conformance to Prequalification Criteria**

S.No	Criteria	Whether Met	Reference Details
1	Company Incorporation and Commencement of business	Yes/No	Relevant document(s) self certified
2	Financial Statements of the preceding three years in support of turnover	Yes/No	Financial statements duly attested
3	Turnover from Services	Yes/No	Auditor's statement
4	PAN, Service Tax and such other statutory registrations	Yes/No	Relevant document(s) self certified
5	Experience	Yes/No	Certificate from customer
6	Declared ineligible or blacklisted by GoI, State Govt. / Govt. Agency or company, for corrupt, fraudulent practices or reasons related to non-performance in an engagement	Yes/No (answer to this question should be NO, in order to qualify)	A self declaration on company letter head duly signed by the authorized signatory to the effect that the company is not disqualified as per this requirement

Core Technical Proposal

The Technical Proposal should be concise and should cover without ambiguity, the following:-

1. Brief Profile of bidder
2. Project Experience (as per format proposed below)

3. Conformance to Project (Functional / Solution) Requirements highlighting non-compliances, if any
4. Details of digital Signing component solution along with technology, platforms, existing and/or third-party software solutions that are being proposed. Sizing details and Bill of Materials (for IT Infrastructure)
5. Work Plan details (clearly highlighting the tasks where support is expected from the FSSAI)
6. Any other information that is relevant to the bid

Format for Project Experience

Using the format below, provide information on each reference assignment along with a client certificate or suitable supporting documentation.

Name of Project	
Location where services were delivered	
Name of the Client:	
Name and address of Client Contact Officer	
Duration (dates) of assignment:	
Status of assignment: Completed / Ongoing (if it is ongoing, level of completion)	
Approx. Value of engagement	
Brief description of engagement and services provided by your company	
Similarity of products and/or services (if any) with this tender requirements	

5.3 Format for Financial Bid

Covering letter (on letter head of bidder)

To

<Title of authorized person>

[Date]

<Address>

Madam/Sir,

Subject: Financial bid towards **Service provider for “ “** for your Organization

Reference: Bid document entitled “ ” issued by your FSSAI dated dd/mm/yyyy

Pursuant to our technical proposal submitted for the above mentioned Tender notification / Request for Proposal, we hereby submit our financial bid.

Our attached financial proposal is on a fixed price basis along with taxes and other project expenses (including travel and out of pocket). The proposal covers optional cost items and cost for additional work resulting from scope changes as specified in the tender document. We further confirm that our pricing is not conditional.

We understand and agree that payments made to us would be as per the milestones specified in the tender document and the same shall be subject to deduction of tax at source as applicable under law.

Any variation in taxes applicable to the contract will be to the client’s account subject to production of documentary evidence of change.

We confirm that our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal.

Yours sincerely,

Signed by Authorized Signatory

Name and Title of Signatory

Contact details (Address, Phone, Email ID)

5.4 Format for Bank Guarantee (pro forma)

(To be stamped in accordance with Stamp Act)

Ref: _____

Bank Guarantee: _____

Date : _____

To

<Address>

Dear Sir,

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Operator), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as "Contract") with you (<name of contracting authority from FSSAI side>) for Project '**<name of project>**'; in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount ----- (10% of contract value) for a period of 12 months from the date of signing of the contract and an amount of ----- (5% of contract value) for a period starting from 13th month to 30th month from date of signing of contract, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the value of Bank Guarantee as applicable at that time, without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring to pursue legal remedies against Authorized Representative, FSSAI; and
- (ii) For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of contract value for a period of 12 months from the date of signing of the contract and 5% of contract value for a period starting from 13th month to 30th month from date of signing of contract, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee; and

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day year

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.