



File No.IT-11041/2021/eProcure-FSSAI
Food Safety and Standards Authority of India
MINISTRY OF HEALTH AND FAMILY WELFARE
FDA BHAWAN, (Near Bal Bhawan), KOTLA ROAD,
New Delhi – 110002



Dated, the 20th January, 2021

TENDER NOTICE

**Design, Development and Implementation of Software Application
'Food Imports Exports Clearance System' (FIECS) &
its Operation & Maintenance Support Service**

Food Safety and Standards Authority of India invites online bids from the experienced and well established bidders for “**Design, Development and Implementation of Software Application 'Food Imports Exports Clearance System' (FIECS) & its Operation & Maintenance Support Service**” in compliance of terms and conditions stipulated in the tender document. Manual bids shall not be accepted.

2. Tender Document containing detailed specifications, terms & conditions can be downloaded from the eProcurement Portal <https://eprocure.gov.in/eprocure/app>
3. The URL for the direct access to the Tender is -
<http://eprocure.gov.in/eprocure/app?page=FrontEndLatestActiveTendersOrgwise&service=page&org=Food Safety And Standards Authority of India>

Sd/-
Head (IT) / CITO
(INFORMATION TECHNOLOGY DIVISION)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



Food Safety and Standards Authority of India

(Ministry of Health and Family Welfare)

(Information Technology Division)

FDA Bhawan, Kotla Road, New Delhi – 110002



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Design, Development and Implementation of Software Application 'Food Imports Exports Clearance System' (FIECS) and its Operation & Maintenance Support Service

for

Food Safety and Standards Authority of India (FSSAI)

DISCLAIMER

THIS REQUEST FOR PROPOSAL IS BEING ISSUED WITH NO FINANCIAL COMMITMENT AND IS NOT AN OFFER BY THE FSSAI, BUT AN INVITATION TO RECEIVE RESPONSE FROM ELIGIBLE INTEESTED BIDDERS FOR SELECTION OF AN AGENCY. 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. FSSAI ALSO RESERVES THE RIGHT TO WITHDRAW THE RFP, SHOULD IT BECOME NECESSARY OR CONSIDERED APPROPRIATE AT ANY STAGE WITHOUT ASSIGNING ANY REASON WHATSOEVER.

(A K Chanana)

(INFORMATION TECHNOLOGY DIVISION)

FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA



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2. The tender document is available on the FSSAI website as well as on CPP Portal.
3. Tender Document containing detailed specifications, terms & conditions can be downloaded from FSSAI's *website* <https://www.fssai.gov.in> *or through CPP Portal* <https://eprocure.gov.in/eprocure/app> *asper the schedule as given in important date sheet.*

4. Bid Submission:

Bids shall be submitted only at CPPP website: <https://eprocure.gov.in/eprocure/app>

Tenderer/Contractor are advised to follow “Instructions to Bidder for Online Bid Submission” provided in the Annexure VII.

Bid documents may be scanned with 100 dpi with black and white options which helps in reducing the size of the scanned document.

5. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/modification in the tender will be intimated through this website only by corrigendum / addendum/ amendments.
6. Period of selection will be initially for development phase of the application and its roll-out period which may be extended on year to year basis, on the same rates, terms and conditions, subject to satisfactory performance and this shall be at the sole discretion of FSSAI.
7. **Address for Communication: Head (IT) / CITO**, Food Safety and Standards Authority of India (FSSAI), Room No. 417, 4th Floor, FDA Bhawan, Kotla Road, New Delhi.- 110002.

(A K Chanana)
(INFORMATION TECHNOLOGY DIVISION)
FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

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Tender Document for

Design, Development and Implementation of a Portal / Software Application ‘Food Imports Exports Clearance System’ and Operation & Maintenance Support Services

This Tender Document is divided into Two Parts as follows:

Sl. No.	Part	Brief Description
1.	Part-I	(a) General Information (b) Tender Document for Design, Development and Implementation of Software Application ‘Food Imports Exports Clearance System’ (FIECS) and its Operation & Maintenance Support Service
2	Part-II	Annexures for the Proposals

Part I - (a) GENERAL INFORMATION

1. **Earnest Money Deposit.**

The Hard Copy of original instruments in respect of earnest money, original copy of affidavits, and credit facility certificate must be delivered to the Head (IT)/CITO, Food Safety and Standards Authority of India (FSSAI), Room No. 417, 4th Floor, FDA Bhawan, Kotla Road, Delhi – 110002 on or before bid opening date/time as mentioned in important date sheet.

Bidders are required to sign a Bid Security Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

- (i) **Last Date and Time for Depositing the Bids.** As per critical Datesheet. The Online Bids, both Technical and Financial should be submitted online by the due date and time.
- (ii) **Manner of Depositing the Bids.** Only Online
- (iii) **Time and Date for Opening of Bids.** Online Bids received by the due date /time will be opened at **As per critical Datesheet**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the FSSAI.
- (iv) **Place for Opening of Bids.** Only Online
- (v) **Submission of Bids.** Only Online
 - (a) Bids against this Tender are required to be submitted online, under a two-bid system as per the technical requirements indicated in **this Tender Document**. The technical bids are to be accompanied with requisite Bid Security Declaration and other related supporting documents.
 - (b) The bid shall also be regulated by the “Public Procurement Policy for Micro & Small Enterprises (MSEs] Order 2012” as amended from time to time to the extent of its applicability to this bid process.
 - (c) **Effectiveness of Contract:** This Contract shall come into effect from the date of signing of the Contract.
 - (d) **Commencement of Services:** The successful bidder shall commence the Services thirty (30) days after the date the contract becomes effective, or such other date as may be specified by FSSAI. The selected bidder is expected to commence the Assignment on the date and at the location to be specified in the work order to be issued by FSSAI as per requirement.
 - (e) **Performance Standards:** The selected Agency shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency.

2. During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.

3. **Validity of Bids.** The Bids should remain valid for a period of **90 days** from the last date of submission of the Bids.

4. **Bid Security Declaration.** Bidders are required to sign a Bid securing declaration form accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with the procuring entity.

5. **Delay in the Assignment and Liquidated Damages:** The selected Agency shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FSSAI due to their employee's negligence and/or un-professional workmanship like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of FSSAI regarding such failure of the Agency and their liability for the losses, etc. suffered by FSSAI, and quantum of such losses, shall be final and binding on the selected Agency and FSSAI is entitled to recover all such losses from them.

6. **Pre-Bid Conference.** A pre bid meeting will be held on **As per critical Datesheet.** in the office of Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi -110 002, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised. The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email. They may also bring their queries in writing which could also be sent through email not later than one day before the scheduled date of pre-bid meeting. The bidders are requested to examine the Qualifying and Technical requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supportive documents along with the bid.

7. In case bidders choose to offer or suggest with better features/specifications etc. and concept/material to be used the same shall be discussed by the bidders in the pre-bid meeting and bidders shall also clearly spell out the advantages and superiority of taking such deviations, if they considered it more appropriate and necessary for betterment of the proposed work. The documentary evidence for offering such suggestions with justification shall have to be submitted to FSSAI during the pre-bid meeting. Based on FSSAI confirmation on these points, bidder will submit its offer and will not be allowed to take any further technical deviation at the time of submission of technical offer.

8. Minutes of pre-bid conference/meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all prospective bidders and/or published on FSSAI's official website. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and/or through the minutes

of the pre bid meeting. **It may be noted that non- attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary.**

9. The maximum number of participants from an applicant, who chooses to attend the Pre-Bid Conference, shall not be more than two persons. **The representatives attending the Pre-Bid Conference shall be in possession of an authority letter, duly signed by the authorized signatory of his/her Organization. Important timelines of pre-bid is as under:**

Pre-Bid date	:- As per critical Datesheet.
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Part I - (b) TENDER DOCUMENT

Tender Document for Design, Development and Implementation of Software Application ‘Food Imports Exports Clearance System’ (FIECS) and its Operation & Maintenance Support Service

1. About FSSAI

The Food Safety and Standards Authority of India (FSSAI), headquartered at Delhi, under the Ministry of Health and Family Welfare, 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 Departments. The FSSAI has been created for laying down science based standards for articles of food products and to regulate their manufacturing, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption and ensuring that Indian consumers have access to safe, nutritious and hygienic food. One of the mandates of FSSAI is to promote general awareness about food safety and food standards. FSSAI has been mandated to perform following functions:

- a. 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.
- b. Laying down mechanisms and guidelines for accreditation of certification bodies engaged in certification of food safety management system for food businesses.
- c. Laying down procedure and guidelines for accreditation of laboratories and notification of the accredited laboratories.
- d. 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.
- e. 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.
- f. 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.
- g. Provide training programmes for persons who are involved or intend to get involved in food businesses.
- h. Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.
- i. Promote general awareness about food safety and food standards.

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 FSSAI

“FSSAI” - Food Safety and Standards Authority of India

3. Purpose of the RFP/Tender

In the context of international trade, FSSAI plays a pivotal role in ensuring that imported food products in India meet its food safety and standards. FSSAI plays a key role in creating a robust environment to attract foreign businesses to invest in the food sector and Indian businesses to develop quality produce and be part of the global value chain. Since foreign companies would like to test the product before investing in a country, their experiences at the point of import, including their experiences with FSSAI, are likely to influence future investments in the food processing sector in India. Given this and in line with the Indian Government’s “Digital India” drive, the focus of FSSAI in recent times has been on introducing innovative and effective use of technology to ensure:

- ❖ faster clearances of imports
- ❖ better transparency and paperless interventions
- ❖ ensuring consistency in enforcement of rules and regulations across all Ports of Entry
- ❖ improving the ease of doing business for importers
- ❖ ensuring risk is identified, detected and mitigated in a proper manner
- ❖ ensuring proper management and optimizing efficiency of processes and staff

- (a) The Objectives & Scope of the RFP is for design, development and roll-out of the application for the Food Import Export Clearance System for the FSSAI by short-listing of an agency for Software Development of IT Applications/ Portals activities.
- (b) Current FSSAI online software application, Food Import Clearance System (FICS) needs to be upgraded with new look, feel with new functionalities and technology. The software application needs to be developed with its **Content Management System** using open source tools / technology using micro-services, so that day-to-day activities of updating the same can be managed at Admin Dashboard.
- (c) The bidder is advised to study this document carefully before submitting their proposal. Submission of response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications for the time-bound design, development and roll-out of application.

4. About Existing Food Import Clearance System (FICS)

The Food Import Clearance System (FICS) is an Online system to enable Importers to seek 'No Objection Certificates' (NOC) for imported food items. The existing system is a 100% online system developed by the FSSAI during 2011-12. The key technology used in the existing system is proprietary technical architecture, Microsoft .Net / Microsoft SQL, IIS7 Application Framework using Microsoft SQL as backend database. It has been quite long since this system was developed. FICS now needs up-gradation of technology for better performance, scalability, modularity & to incorporate new requirements coming from different stakeholders as well as from FSSAI.

The import clearance process of food consignments, including filing of application and complying with the other formalities, can be handled by the importer/FBO themselves or they can appoint a Customs Handling Agent (CHA) to act on their behalf. For any import (food and non-food products), the CHA/Importer has to file an Integrated Declaration Bill of Entry (BoE) Form available at the Customs' ICEGATE Portal on Single Window Interface for Facilitating Trade (SWIFT).

Once an application gets verified by the Custom, an examination order is generated and the food consignment receives approval for proceeding towards clearances from FSSAI. For the purpose of regulating food imports and granting clearance, the FSSAI has an online application system called the **Food Import Clearance System (FICS)**, which is integrated with the ICEGATE. Custom uses ICEGATE to provide Bill of Entry (BoE) data to FICS and FICS issues a 'No Objection Certificate' (NOC) or other advice to ICEGATE.

5. Statement of Work & Technology

Considering the present day technology trends, **FIECS** needs to be developed using Open Source Technologies; Java, Angular latest version, Spring Boot, Hibernate stable version 5.4 or latest and for back-end preferably, PostgreSQL 13 or latest / PostgreSQL EDB for database or NO SQL database, Tomcat 9, so that it can be integrated with the Food Safety Compliance System (FoSCoS) as an integrated system, which has been launched recently and has replaced the erstwhile Food Licensing & Registration System (FLRS),. The proposed system needs to be using Docker for Microservices or use Container as a Service for high availability and to be hosted on the GoI National Cloud 'Meghraj' or any Cloud Infrastructure Service Provider as communicated by the FSSAI at the time of hosting. Importers do take License through FoSCoS. Ultimately, proposed FIECS needs to be integrated with FoSCoS for better user experience & integrity of data. New System must be able to take higher concurrent users traffic as in future, there might be requirement for more ports for import/export of food items. The proposed system must be scalable for incorporating new modules & requirements for integration with multiple countries alerting for any kind of risk management etc.

6. Existing System facilitates the following functionalities

- Registration of Custom Home Agent (CHA) & Importer

- Approval of Registration by FSSAI Authorized Officer at Port Location
- Application submission by CHA /Importer for No Objection Certificate (NOC)
- Online Payment of Fees for Testing of Samples by CHA / Importer
- Assignment of FSSAI Inspector & Provide Appointment for CHA / Importer
- Acknowledgement or new request of Appointment by CHA / Importer or Inspector
- Field visit by the appointed FSSAI Inspector for Physical Inspection & Collection of Sample(s)
- Selection of Laboratory for Testing & Dispatching of Sample by FSSAI Authorized Officer (AO); Reporting of Test Results by Laboratory
- Issue of No Objection Certificate (NOC) / Issue of Non Conformance Certificate (NCC) / Issuance of Provisional No Objection Certificate (PNOC).

7. Shortcomings in the existing FICS

- **Scalability:** With the expansion of FSSAI across country, new point of entries will be directly monitored by FSSAI but the system is not scalable to cater the request for addition of new point of entries.
- **Robustness:** Since the existing system was developed using complex set of queries it becomes very difficult for development team to introduce/implement any new functionality/change request in application.
- **Performance Tracker Dashboard:** There is no functionality exist in system to track the performance of field officers.
- **Risk Management System:** The existing system has static RMS, there is no provision to set the threshold of the parameters involved in the process. Requirement of a dynamic risk categorization system with variable operating parameters with surveillance and compliance to be part of RMS.
- **MIS Reporting:** No provision to fetch reports at front-end for users.
- **Data Analytics:** Graphical representation of data is not available.
- **Online review functionality:** The process for appeal after rejection of consignment is manual at present now. All the records are maintained offline.
- **Indian Food Safety Alert Portal (IFSAP):** There exist an independent application which captures the data for rejection of imported food items from different countries. The process of feeding data into application is a manual process.
- **Supervisory Roles:** Regional directors can check only the status of pendency but can't perform any operation related to it.
- **OTP based login:** Presently captcha based login exist, for security purposes there is a need to have OTP based login system.
- **Single Sign-On:** There is no provision for single sign on login to access related applications [Indian Food Laboratory Network (INFoLNET), and Food Safety Compliance System (FoSCoS)]
- **Multi Lingual Support:** Present application is supporting only English language, there may be a need to have multi-lingual support.

- **Multiple AO functionality** with enhanced dashboard for management to enable/disable deployment of multiple AOs
- **e-Sanchit Integration:** API based integration to view the documents uploaded by stakeholders, etc.

8. Scope of Work for new FIECS

- Registration of CHA & Importers and DGFT authentication of Importer while registering
- Approval of Registration by FSSAI Authorized Officer at Port Locations
- Application submission by CHA /Importer for getting ‘No Objection Certificate’ (NOC)
- Online payment (Basic Import Clearance Fees) for testing of Samples that may be collected by the Custom Departments and later transferred to FSSAI after reconciliation
- Integration with Indian Food Laboratory Network (INFoLNET) for sample testing & Reporting test results; automatic selection of Labs in INFoLNET for testing FICS samples
- Issue of ‘No Objection Certificate’ (NOC) / Issue of ‘Non Conformance Certificate’ (NCC) / Issuance of ‘Provisional No Objection Certificate’ (PNOC), etc.
- A separate module needs to be developed for Import Division, FSSAI to provide online review functionalities so that after Rejection of a food item, CHA/Importer can appeal for further review first at different levels viz. at (i) Director level, and (ii) CEO level (if required)
- Indian Food Safety Alert Portal to be developed, as part of FIECS under which, data related to all rejected consignments from various Ports should be pushed automatically to the Food Import Rejection Alert System as against the current manual entry at present. On rejection, the specific country, whose sample has failed, should get an email-alert with the details of the sample. A dashboard for each country must also be made available where that country representative can login into the system and can view the complete details of its rejected consignments. The role-based credentials (username and passwords) should be provided to each country as they will have roll-based authentication system onto the portal. After login, they will be given options to submit their feedback on the rejected samples with pre-defined options like ‘Measures taken’, ‘Distribution to other countries’, ‘Action Taken’, etc. There will be provision of uploading file/document in support of their evidence(s).
- The submitted record will be visible to the FIECS Officers who can seek further clarifications or can accept the ‘Action Taken’ by the country in question against the sample failure. With this the rejection alert should be ‘Closed’.
- Risk Management System/Module; Enhanced Dashboards for data analytics
- Enhanced User Management like multiple AO Login for single point of entry
- The system should provide a ‘Search’ feature (Screen) to list the consignments based on various parameters like HS Code, Bill of Entry, Hazard type, Dates, Product, and Country etc.

- Provision for Regional Directors to overview the performance of Port Officials
- System must be scalable for any additional Point of Entries (PoEs) & their requirements
- Provision for visual inspection and sampling of imported food items and uploading visual inspection images for all consignments.
- Assignment of FSSAI Inspector & Provide Appointment for CHA / Importer
- Online records for secondary samples collected at the time of visual inspection.
- API based integration with e-Sanchit to view the documents uploaded by stakeholders.
- Provision of Acknowledgement or ‘New Request of Appointment’ by CHA / Importer or Inspector
- Field visit provision by the appointed FSSAI Inspector for Physical Inspection & Collection of Sample(s)
- Integration of functionalities of Indian Food Safety Alert Portal (IFSAP) for different kind of food safety concerns supporting automated message exchange between IFSAP and Risk Management System (RMS) for profiling Country, Product and Manufacturer and subsequently rejection by exporting countries for all kinds of safety alert, quality alert, labelling alert and information alert
- New responsive Web Interface of - Home Page and internal pages
- CMS System with admin account to manage activities
- Data Porting of current application data to new Portal/application
 - Search engine optimization with defined keyword. The result of SEO should come under top 5.
- Closer of all the defects during testing and security audit within decided timelines.
- Security audit before hosting on National Cloud ‘Meghraj’ / any other Cloud Service Provider with secure firewall environment.

8a. ChatBot Facility Requirement

A ChatBot Facility is useful for interaction between FBOs and FSSAI officials. An AI-driven ChatBot is proposed to be built in FIECS using established frameworks or development (non-coding) platforms depending on the features to respond queries based on FAQs that can simulate a user conversation with a natural language through messaging applications and ultimately saves our time, money, and gives better customer satisfaction.

8b. BI Tool (Futuristic Requirement)

FSSAI wishes to implement an analytics platform at a later stage. Vendors need to suggest a platform which shall best suit the MIS requirements of FSSAI and stakeholders. The system should be designed keeping this requirement in mind. However, the implementation of such platform shall be **out of scope in this version**.

9. Basic Functional requirements

1) Operational Requirements:

- a) **Simplified Application Filling Process:** About 80% of the information is shared with FSSAI through single window message exchange. The rest of the information is filled by Importer in FICS. To make the application filling process faster and easy,

- the no. of fields is to be reduced or eliminated if not required. Drop down options should be made available for convenience.
- b) **Sharing of end-use declaration field:** There should be a provision for sharing end use declaration field through single window in case of not in scope/dual use items at the time of initial scrutiny. This would save the time for issuing out of certificate at initial screening, importer need not require to go through complete application filing and scrutiny process.
 - c) **Batch-wise Sampling:** A provision is to be made in FIECS in which batch number of products needs to be captured. This will allow Authorized Officers/Technical Officers to perform batch-wise sampling.
 - d) **Geo-tagging and QR Code based sample-id allotment:** The geo-tagging will help in identifying the sampling location and QR Code will store the information about the sample (product type, quantity etc.)
 - e) **Integration with e-Sanchit:** The Central Board of Indirect Taxes & Customs (CBIC) has launched e-Sanchit (e-Storage and Computerized Handling of Indirect Tax Documents) for paperless processing, uploading of supporting documents, to facilitate the trading across Borders. It has already been made available to importers and exporters in the country and as a next step, CBIC is extending this facility to PGA (Participating Government Agencies). This will enable PGAs to provide necessary clearances, in the form of Licenses, Permits, Certificates & Other Authorizations (LPCOs), through the document upload facility to the beneficiaries (importer and exporters). Beneficiaries shall be accordingly notified of the uploaded documents. Only those PGA users who are registered on ICEGATE, along with a valid digital signature certificate, can upload supporting documents in electronic format. An API based web service may be required to communicate with e-Sanchit Portal in order to access documents uploaded by importers.
 - f) **OTP-based Secure Login:** Online security and data protection is critical in this modern world and has become a key priority for digital businesses. OTP based login provides additional layer of security to overcome the vulnerabilities of a standard password and is essential to keeping your company and its data protected.
 - g) Development & Integration of Food Safety Alert Portal with FIECS which captures different kind of Import Alerts with linking of Alert system with FAO/WHO International Food Safety Authorities Network (**INFOSAN**), etc. that assists Member States in managing food safety risks, ensuring rapid sharing of information during food safety emergencies to stop its spread, etc.
 - h) Development of Online Review functionality
 - i) Data and record of placing the products in market after provisional NOC may be captured. Also provision to capture all details of exports/destructed consignments
 - j) All forms for the categories applicable for exemption to be available on the Portal.
 - k) SRS for the export must be integrated and consequently nomenclature to be deliberated upon for availability on the portal
 - l) To provide real-time Dash-boards with data visualization, etc.
 - m) **Risk Management System-I for new FICS:** The objective of the RMS is to strike an optimal balance between facilitation and enforcement and to enable low risk consignments to be cleared based on the acceptance of the Importer's self-assessment

and without examination. This will enable the department to enhance the level of facilitation and speed up the process of food clearance. With the introduction of the RMS, the present practice of routine assessment, concurrent audit and examination of almost all Bills of Entry will be discontinued and the focus will be on quality assessment, examination and Post Clearance Audit of the selected bills in order that the resources of the department are utilized more effectively. Its Features includes:

- (i) The Food Authority may review the risks associated with articles of food imports from time to time and may adopt a risk-based framework and risk based inspection process for clearance of imported articles of food.
- (ii) For this purpose, profiling of the Importer, custom house agent, manufacturer of the imported product, imported product, country of origin, source country of the consignment, port of entry, history of compliance and any other parameters as it deems fit for assessing the risk associated with the commodity, is required;
- (iii) Food Authority may specify the sampling frequency to be conducted for the import of different products/categories of food products from time to time.
- (iv) The Food Authority may identify laboratories in exporting countries for prior testing of food samples before the articles of food are imported into India.
- (v) The Food Authority may introduce Pre-Arrival Document Review for regulating the imports.
- (vi) For accelerated clearance of food imports from the countries, the Food Authority, in consultation with the concerned Ministry as it deems fit, may enter into a Memorandum of Agreement with relevant agencies in exporting countries on reciprocal basis to facilitate ease of doing business.
- (vii) The Food Authority may, from time to time, can issue food alert notifications, including time bound prohibition on articles of food or prohibiting source or recalls, based on the risk associated with the articles of food. The food alert notification shall immediately be informed to the Risk Management System. The Food Authority may order for additional tests at the point of entry, mandatory certification from the exporting countries or channelization till such time as the Food Authority may deem fit.
- (viii) Facility to conduct post clearance surveillance of all food imports cleared through RMS.

The detailed discussion on the individual functionality can be discussed during **pre-bid meeting**.

2) External Interfaces:

- a) **Customs (IceGate & e-Sanchit):** FICS is seamlessly integrated with the Customs ICE-GATE (Indian Customs Electronic Commerce/Electronic Data interchange (EC/EDI) Gateway). The new requirement is to integrate the e-Sanchit module with new version of FICS in order to access the documents uploaded by importer.

- b) **National Logistics Portal:** Logistics division has also planned to create an IT backbone and develop a National Logistics Information Portal which will be also an online Logistics marketplace that will serve to bring together the various stakeholders viz.

logistics service providers, buyers as well as Central & State Government agencies such as Customs, DGFT, FSSAI, Railways, Ports, Airports, Inland Waterways, Coastal Shipping etc., on a single platform. A provision to be made in new version of FICS application to communicate it with National Logistics Portal (i-log).

- c) **INFoLNeT**: INFoLNeT is an IT based system for Lab Management since the collection of sample by FSO till test report is generated by the Food Analyst and linking of this major base Lab Management Module with other micro modules like Food Imports Clearance System (FICS), Surveillance, Risk etc. All the food labs would get connected through INFOLNET either by LIMS (Laboratory Information Management System) available with the lab or Lab Management Module (if LIMS is not available with the Lab). Presently the FICS system is integrated with INFOLNET and is under testing phase, the same needs to be incorporated in new version of application.
- d) **Food Safety Alert Portal**: Food safety alert portal is an application which records the rejections of food items across India and publishes the data on public domain. Presently the data is fed manually by officers and the information is available locally. As a part of new requirement the food safety alert portal needs to be integrated with FIECS.
- e) **FoSCoS**: FoSCoS is an Online 'Food Safety Compliance System' application launched recently by FSSAI to facilitate Food Business Operators such as importers, retailers, manufacturers etc. to obtain License/Registration Certificate. The integration of new version of FIECS with FoSCoS will enable Authorized Officers to directly verify the Importer's License details from FoSCoS software application.

Based on detailed requirements, the proposed application may be divided into 04 different modules:

Module I

- 1) All features present in the existing FICS with provision of integration with Export Portals of other Departments like EIC, APEDA, etc. as deemed fit.
- 2) FSSAI Import License number should be automatically verified/validated from Food Safety Compliance System (FoSCoS). Registration of CHA & Importers and DGFT authentication of Importer while registering
- 3) Risk Management System (RMS)- I to be a part of new FICS with On/Off functionality (meaning enable and disable functionality depending on requirements) and independent Risk Management System (RMS)-II for domestic purpose.
- 4) Provision of working with multiple AOs at a single point of entry (POE) may be included in new FICS.
- 5) There should not be scalability and storage limit in new FICS
- 6) Sharing of details of imported consignments cleared on the basis of submissions of undertaking in Form 7/Form 8/Form 9/Form 10/Form 11/Form 12/Form 13 /Form 13A may be auto shared from new FICS with existing FLRS/FoSCoS system for post verification by concerned Central D.O.
- 7) Review Process flow as per FSS (Import) Regulations, 2017, may be incorporated in new FICS.
- 8) In case of Provisional NOC, the importer has to fill the date and details of start of release of consignment in market after final NOC.

- 9) Message of Provisional NOC to Customs ICEGATE as well as message of Final NOC/NCR may be sent from FICS to ICEGATE. Message of Out of Charge for domestic/ Destruction/Out of Charge for Re-export/ Detained from Custom may be received and captured in new FICS.
- 10) Provision of automatic message in every week to Regional Directors about port-wise average clearance time and message of overall average clearance time to FSSAI-HQ.
- 11) User friendly and Customizable MIS reports with real-time LIVE Dash-boards.
- 12) Provision for linking INFoLNET (Indian Food Laboratory Network), Food Safety Compliance System (FoSCoS) and other online platforms of FSSAI.
- 13) Development of Food Safety Alert System with new FICS.
- 14) Provision of wallet based payment system should be made available.
- 15) Provision for applying for testing of imported food products available in domestic market and if found non-conforming, then system automatically trace the Port of Entry and message sharing with concerned AO and DO.
- 16) Existing data migration from Microsoft SQL to PostgreSQL DB and making available new application with proper data syncing to ensure no loss of data. System architecture and SRS document to be prepared and provided before work gets started so that Development Agency and IT Division Team are in full conformity with the development strategy and development timelines.
- 17) Provision for applying for examination and clearance for imported food products to be auctioned.

Module II

1. Development of User-friendly Mobile APP [both android and iOS base to work on Apple/MaC (OS)] basing Module I

Module III

1. Provision for development and/or integration of Portal for Exports viz. Export Inspection & Certification System
2. The module has to be developed for plant approval, monitoring, traceability, pre-export testing & certification. The export module shall be seamlessly linked to FoSCoS & Import Clearance Module as there may be several common FBOs. It shall have provision for consignment-wise inspection as well as self-certification system and issuance of bilingual health certificate. The module shall capture all the traceability details for a specific consignment. This module may be developed after amendment in the Act takes place.

It may be noted that above functionalities are indicative in nature and bidders may raise their queries during pre-bid meeting for detailed information. The roles, flow, authorizations, kind of reports etc. shall be discussed and decided during development phase and during periodic discussion depending upon requirement, change requests, new requests/functionalities that need to be integrated as per requirements during course of development.

- 3) The tentative Cost of the design, development and roll-out of the project excluding the maintenance cost, is not more than **Rs.50 Lakh (Rupees Fifty Lakh only) to be designed,**

developed in maximum nine months' time with three months' technical support for small change/new requests during initial roll-out for implementation. Normal Operation & Maintenance support service for two years to be started after one year from the date of award of project or after 3 months of initial roll-out of the project.

10. Deliverables for the Development Agency that needs to handover

Following are the deliverables that agency need to handover to IT Division:

1. GAP Analysis Report - will contain the issues in current FICS that needs to be closed in new portal
2. Project plan including Scope of work with detailed schedule chart and milestones.
3. Progress Report on weekly basis by single point of contact available locally/ Delhi-NCR
4. Source Code having comments and Database
5. Design Document; Deployment Plan; User Manual; Test Cases, etc.
6. **Timelines for successful completion of the project and its roll-out is maximum nine months and no extension will be entertained for the pre-defined scope.**

(a) Technical Specifications

Following is the technology that needs to be followed for source code and database development.

1. Open Source Technologies like Java, Angular 9, Spring Boot, Hibernate 5.3.7 or latest and PostgreSQL 13 or latest for database, Tomcat 9, etc. to be decided subsequently before award of Work Order. Use of Open Source technologies is a must.
2. CSS - Bootstrap Framework
3. Database – PostgreSQL / PostgreSQL EDB
4. Website should be in compliance with e-Governance/GIGW compliance Advisories of Government
5. Website should be responsive for multi devices like iOS, Android and should work on all kind of Browsers, viz. Internet Explorer, Chrome, Safari, Mozilla Firefox, etc.
6. Short-listed Agency will be required to redesign the software application/Portal into an open source platform and on cloud-hosted environment, develop and maintain a complete **CMS based mobile-responsive solution** for the software application. This will include: Periodic Backup, optimisation of procedures and DB, fixing up vulnerabilities of any kind, updation of software/OS components, etc.

11. Eligibility Criteria / Pre-Qualification Criteria

11.1 Experience:

- (i) The agencies, applying for bids, must have its full-fledged Office/ Branch in Delhi/NCR with sufficient manpower carrying out software development work related to application/portal development and must have experience in relevant field as defined in the scope of work. The agency must have at least 5 years' experience of working on

eGovernance Projects of software application development and roll-out PAN India for Government Organizations (Central/State/PSU).

(ii) The agency/firm should have expertise in (a) IT related Project Management, (b) IT related task related to Service Level Agreement, (c) eGovernance Applications development for Government applications, (d) IT Infrastructure Planning and sizing, (e) IT Operation and Security related issues, (f) Data Migration from one platform to another; and (g) Quality Testing of the application assignments, (h) experience of working applications in present day technologies using microservices, Dockers/Containers. The agency may specifically mention all issues as mentioned in para (i) above.

11.2 Annual Turnover: An agency must have annual turnover of minimum Rs.8 crores per year during any three out of four **consecutive financial years** (FY2016-17, FY2017-18, FY2018-19 and FY2019-20). The turnover is to be supported by financial statement of accounts duly certified by the Chartered Accountant and ITRs. Only Start-Ups Companies with minimum turnover of Rs.3 crores in their last three years of operations will be eligible. **No exemption in the Turnover less than Rs.8 crores for any other category.** Audited/unaudited balance sheet for their period of operations shall be provided. The agency shall have positive net worth in its last financial year.

11.3 The Agency 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.

11.4 FSSAI seeks to provide opportunity to the StartUPs (less than 5 years of experience) working in domains of developing Portals/Software applications which will be able to demonstrate exceptional potential with regard to FSSAI's requirements. Such applicants are exempted from 11.1 & 11.2 but have minimum turnover of Rs.3 crores or more during three consecutive financial years and need to submit experience and turn-over documents for their years of operation.

(a) Important/Critical DateSheet

No.	Event	Schedule Date
1	Release of RFP/Tender Document	20 th January, 2021
2	Acquaintance of Bidders with existing Portal at FSSAI HQ. to study present system	Upto 29 th January, 2021 (2 PM – 4 PM)
	Clarification Start Date & Time	22 nd January,2021 (10:00 A.M)
	Clarification End Date & Time	25 th January,2021(04:00 P.M)
3	Pre-Bid Meeting	27 th January, 2021 (2.00 PM) (5 th Floor Committee Room, FDA Bhawan)

No.	Event	Schedule Date
	Bid Submission Start Date	01 st February,2021- 10:00 A.M
4	Last date for Bid Submission of RFP/Tender	15 th February, 2021 – by 3.00 PM
5	Opening of the Technical Bids (Stage-I)	16 th February, 2020 – 3.00 PM (Committee Room, 3 rd Floor FDA Bhawan)
6	Presentations by technically qualified Bidders (Stage-II)	Date to be announced on FSSAI website

12. Bid Document and its Submission

12.1 The RFP is being invited in the form of Technical Bid superscribed as [“Technical Bid for Design and Development of Software Application FIECS”]. Consultancy Evaluation of only such bidders shall be taken up which fulfil the basic eligibility criteria. Technical Bid must include a general background of the respondent agency, with information on the contact person for matters relating to this RFP. Information should include the core business and years in business; description of similar work. The letter must be on the respondent agency letterhead, signed by an official who is authorized to respond to the RFP/Tender on behalf of the agency. This part must also include a clear and concise summary of the respondent’s qualifications and experience as they relate to the RFP/Tender. Information should include the following: core business and years in business; qualifications and experience of key personnel; description of similar work with client contact information in the formats given in **Annexures**.

12.2 Bidders are required to Sign a Bid Security declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/Proposals for contracts with the procuring entity.

Submission of Bids: Bids should be forwarded by Bidders under their original memo/letter-pad, inter-alia, furnishing details like GST Registration Number, PAN Number, Bank address with NEFT Account details, etc. and complete postal & e-mail address of their office.

12.3 Validity of Bid: The bids submitted by the bidders should be valid for 90 days from the date of submission.

13. Opening and Evaluation of Bids:

13.1 The Bids may be opened on **As per critical Datesheet**. in the presence of bidders who choose to remain present on the production of authorization letter.

A. Evaluation of Bids:

The Technical Bid for empanelment should be marked “**Technical Bid – Request for Proposal for design and development of FIECS**” and shall cover the following (indicative):

1. The Bidding process shall be a two-stage process. Prior to the detailed evaluation of the Technical Bids, Tender Evaluation Committee (TEC) will carry out a detailed evaluation/scrutiny of the Technical Bids Proposal received in order to determine whether each bid is –
 - a. Complete; Is accompanied by the required information and documents, and
 - b. Is substantially responsive to the requirements set forth in the tender document.
2. The TEC while evaluating the Technical Proposals shall have no access to the Commercial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation.
3. Evaluation of the technical proposal will be done and at this stage the Commercial bid (proposal) will remain unopened. The agencies need to furnish their basic detail and technicalities about the application in the format as given in the Annexure.
4. Proposed Technical Solution including technology platforms, configuration required and number of concurrent users that the proposed architecture can support.
5. Proposed methodology and execution plan including work plan detailing the tasks involved, milestones etc. This shall also include data migration from the existing system.
6. Profiles of team members proposed to be deployed with their experience and expertise. Resumes of Key Members of the team including Project Manager, Business Analyst, Technical Solution Architect, Lead Developer and Quality Assurance, who has relevant years of experience in similar large projects shall be submitted.
7. Any other relevant information that may be of interest for the project under consideration. (Documentary proofs to be given wherever applicable).
8. 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 on basis of the following criteria broadly based on following criteria:

Sr. No.	Description/Criteria	Marks
(i)	<p>Turnover: Turnover of the Company for the last 3 consecutive financial years out of FY2016-17, FY2017-18, FY2018-19, FY2019-20 to be Rs.8 crore or more in all years and for Start-Ups Companies Rs.3.0 crore or more in the last three financial years. [Minimum score of 5 or average value of Turnover in Crore of three consecutive Financial Years with upper Cap of Maximum 10 marks.]</p>	10

Sr. No.	Description/Criteria	Marks
(ii)	Experience on developing eGovernance Portals/ Software applications for Government Sector or PSUs. Latest four or more projects to be mentioned in chronological order with value of the project. 5 marks for each project. Documentary proof to be attached for the nature of the project, relevance to current functional needs, project value. Client will determine the extent of marks that would be awarded.	20
(iii)	Experience relevant to this engagement to be mentioned in a maximum of four engagements that are ongoing and have been successfully met SLA relevant to criteria to be given in tabular form. Methodology justifying - <ul style="list-style-type: none"> (i) Open-source Technology Expertise; Project Management and development environment capability; to be mentioned by the bidder, - 4 marks (ii) System Architecture and SLA Management Capabilities – 4 marks (iii) Team Strength proposed and project deployment plan, proposed timelines, Value Proposition, - 4 marks (iv) Experience in data migration capabilities from MS SQL to PostgreSQL / PostgreSQL EDB – 2 marks (v) Experience of working on Cloud-based Microservices, Dockers and Using Containers, - 4 marks (vi) Quality Assurance, Security Auditing and Load Balancing Techniques, IT Operations and security etc. to be tabulated for projects used. – 2 marks 	20
(iv)	Proposed Team strength, experience and expertise during implementation and maintenance phases. Provide CV/Resumes of Key Members of the development team to be working on the project, including (a) Project Manager, (b) Business Analyst, (c) Technical Solution Architect for the platform to be used, (d) Lead Developer(s), (e) DBA and (f) Quality Assurance, having minimum 5 years of experience in similar large projects to be submitted. (Details to be provided as part of technical Bid)	20
(v)	Quality and technical capability of agency, including any certification like ISO20000, ISO27001 and/or CMMi Certification, if any. If yes, to attach Certified copy of each of the Certificate. 5 Marks for ISO20000 and/or ISO27001 Certifications. 5 Additional Score for CMMi 3/5 Certification.	10

Sr. No.	Description/Criteria	Marks
(vi)	Presentation: Agency will be required to make a Technical Presentation to FSSAI based on merit of the solution proposed on (a) Understanding of Project requirements and proposed solution (7 marks) (b) Final submission of Technical/Implementation Framework, team to be deployed and proposed timelines (7 marks) (c) Innovative Ideas to handle the project and Technology to be used (6 marks)	20
	Total Scoring	100

B. Commercial Bid Requirements for Development of FIECS:

1. The application development will be partitioned into module-wise. Details to be discussed during pre-bid meeting, as mentioned in the Tender Document.
2. Any work where cost is not more than 25% of the development cost for a module shall not be considered as change request during the course of development.

Financial bids of the technically qualified bidders will be opened subject to agencies that score 70% marks or more in the Technical Evaluation and have made presentation. The marks will be allotted out of total of 30 on the basis of financial evaluation. The Financial Proposals will be evaluated by a Financial Evaluation Committee as approved by the competent authority, on the basis of proposals including information specified in the table below. **At present the requirement for development is for Module I and Module II only for complete roll-out and developing cost for other Modules being asked for indicative information purpose only and development may be required subsequently in the near future.**

Sr. No.	Design and Development of Software Application / Portal	Tentative Timelines In Months/ days	Amount (in Rs.) (excl. GST)
(i)	Module I (Basic FICS, Integration with SWIFT and other functionalities)		
	Module II (Mobile APP)		
	Module III (Portal for Exports)*		
	Total Cost of Module I, II & III for comparative purpose		
(ii)	Maintenance Cost (For Two Years)#		
Total Development Cost for Modules I, II & III + Two years Maintenance (O&M) Cost			

* - **Amount to be given for comparative purpose** but development of Module(s) will be done subject to actual requirements at the time of award of contract or during development

phase.

During Maintenance phase, the Bidder should inform about Number of Onsite Developer manpower involved in the development phase (who will be deployed and are capable of operation & maintenance of the application, change requests and minor new requests that may warrant for the smooth functioning of the Portal/Application). 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. if any
- Hosting Cost/SMS Gateway/Payment Gateway procurement and transaction charges shall be borne by FSSAI.

Please Note: FSSAI will not entertain any additional cost over and above the cost specified in the proposal by the interested agencies.

13.2 The Technical and Commercial bids will have a 70:30 weight age of marks respectively in the evaluation criteria. The **Quality-cum-Cost Based System (QCBS)** shall be followed to evaluate the bids.

- a) Technical Weightage (St): The marks scored by the bidder in technical evaluation shall be calculated to 70 points as below:

All the bidders who secure a Technical Score of 70% or more will be declared as technically qualified.

$St = T * 0.70$ where T is the Technical score awarded based on Presentation made to the bidder as per Technical Evaluation Criteria

- b) Financial Weightage (Sf): The marks scored by the bidder in Financial evaluation shall be calculated to 30 points as below:

- The bidder with lowest financial bid (L1) will be awarded 100% score.
- Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder =

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

(Adjusted to two decimal places)

The Commercial scores of all the other proposals will be determined by:

$Sf = 30 * Fm / F$ (Fm = Lowest evaluated tender cost, F = value of Commercial proposal under consideration).

- 3) Final Selection: Proposals will be ranked according to their combined Technical (St) and Commercial (Sf) scores. The combined technical and Commercial score shall be calculated as $S = St + Sf$. The firm achieving the highest combined technical and commercial score (S) will be invited for negotiations.

7. There should be no mention of prices in any part of the bid other than the commercial bids.
8. Unit prices for each component of the financial proposal should be mentioned. Any spelling mistakes or incomplete information furnished would invite for a disqualification of the bid
9. In the commercial bid if there is any discrepancy between the prices mentioned in figures and in words, the prices mentioned in words will prevail.
10. Substantially Responsive Bids: A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's Bid.
11. Any attempt by a Bidder to influence the bid evaluation process may result in the rejection of the Bidder's Bid.

C. Award of Contract:

1. FSSAI will award the contract to the tenderer whose tender has been determined to be substantially responsive.
2. By the process of evaluation of technical bids and financial bids, the Lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the Financial Bid Performa Annexed to this Tender. The successful bidder will be selected based on the lowest price (all inclusive). The lowest quote to the agencies would be the deciding factor for ranking of bids. All columns/guidelines of the Financial Bids shall be filled in by the bidder and no column should be left blank.
3. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
4. The prospective bidders should note that before acceptance of L-1 bid, FSSAI may establish the reasonableness of the rates on the basis of estimated rates and the prevailing market rates consistent with the quality required. In case the rates quoted by the L-1 bidder are found to be Abnormally High Rated (AHR) or Abnormally Low Rated (ALR), the bid shall be rejected and the decision of FSSAI shall be final in this regard.

14. Bid Prices:

- a. The price i.e. offer must be made by the intending bidder covering all important points mentioned in the bid format enclosed in this bid document. The financial offer may be submitted keeping in view the terms and conditions of this bid document and site conditions.
- b. The bidder shall include payment of all dues such as taxes & other statutory dues, not specifically mentioned in the specification but essential for successful completion of work. The bidder shall not be eligible for any extra charges in respect of such payments. Though not mentioned in the bid document, extra charges if any, shall be paid by the bidder only.
- c. All liabilities, whatsoever, on account of copy rights or any other reason, if any, shall be borne by the bidder. Any royalties or patents or the charges for the use of content, images,

software's etc. thereof that might involve in the contract shall not be paid by FSSAI. The bidder only shall pay for such claims without putting any financial burden on FSSAI.

15. Period of Validity of Bids:

Validity Period: Bids shall remain valid for 90 (Ninety) days after the date of bid opening prescribed by FSSAI. FSSAI holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

16. Other Important Information

16.1 Successful Bidder will have to enter into an agreement with FSSAI comprising of the clauses as per parameters mentioned in this Tender. Suitable and mandatory changes will also be added in the agreement for smooth execution of the contract.

16.2 Performance Bank Guarantee (PBG)

- a. The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee from a commercial bank or online payment, for a sum equal to 3% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee (PBG) should be valid for 60 days beyond the tentative date of completion of entire work. PBG may also be furnished in the form of a Bank Draft/Bankers' Cheque or Fixed Deposit Receipt if the successful bidder wishes. The Performance Security should be in favour of **Sr. Finance & Accounts Officer, FSSAI**. The specimen of PBG is given in Annexure attached to this RFP.
- b. The Performance Bank Guarantee shall be considered open upon receipt by the FSSAI's Bank. In case any claims or any other contract obligations are outstanding, the selected Agency will extend the Performance Bank Guarantee as asked for by the FSSAI till such time as the Agency settles all claims and completes all contract obligations.
- c. The Performance Bank Guarantee will be subject to encashment by the FSSAI and shall be refunded after successful discharging of all obligations relating to the contract. In case the conditions regarding adherence to delivery schedule, as specified by FSSAI, carrying out the desired work/services, settlement of claims and other provisions of the contract are not fulfilled by the Agency, the same would be adjusted from the available PBG.
- d. In case the selected agency fails to discharge its committed liability for any reason, the amount deposited shall be forfeited in addition to Legal re-course as per law of land.
 - i Department shall also be entitled to make recoveries from the Bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, mis-construction or mis-statement.
 - ii Bidders are required to Sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the

deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/Proposals for contracts with the procuring entity.

- iii Submission of Bids: Bids should be forwarded by Bidders under their original memo/ letter-pad, inter-alia, furnishing details like GST Registration Number, PAN Number, Bank address with NEFT Account details, etc. and complete postal & e-mail address of their office.
- iv In terms of Public Procurement Policy of MSEs/Guidelines of Government of India, the bidders may claim exemption from deposit of EMD provided the bidders upload along with the technical bid the scanned copy of documentary proof / certificate in support of the claim for EMI) exemption issued by the appropriate authority of Government of India,
- iv The bid shall also be regulated by the "Public Procurement Policy for Micro & Small Enterprises (MSEs] Order 2012" as amended from time to time to the extent of its applicability to this bid process.
- v In case of bidder who claim exemption of EMD in terms of Clause revises or / modifies his offer or terms & conditions thereof, after submitting his bid for any reasons whatsoever during the Bid process, without prejudice to the course of action as stipulated in the preceding Clause 12, the case would be referred to the appropriate authority of Government of India for cancellation of the benefits issued to such bidder and initiating necessary action against the bidder.

17. General Instructions

- 1 The Bidders are requested to read the tender document carefully.
- 2 The Bidders shall submit the Tender Document duly signed on each page as a part of the bid. It shall be expressly agreed herein by the bidder that he has read and understood the complete Tender Document and other documents / requirements and shall comply with the same except what is stated in specified Deviation / Non-Compliance statement format.
- 3 The Bidders are **not allowed to subcontract** the work at any stage or in any manner without prior written approval from FSSAI.
- 4 Bids received with incomplete information / documents shall be rejected. Bids not adhering to Terms, Conditions, Specifications and other details as given in this document may be summarily rejected.
- 5 All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- 6 Modification or Withdrawal of Offers is not permissible after its submission. To assist in the scrutiny, evaluation and comparison of offers, FSSAI may, at its discretion, ask some or all Bidders for clarification of their offer.
- 7 The request for such clarifications and the response will necessarily be in writing.

- 8 Preliminary Scrutiny: FSSAI will scrutinize the offers to determine whether these are complete, whether any errors have been made in the offer, whether required technical documentation has been furnished, whether the documents have been properly signed, and whether items are quoted as per the schedule. FSSAI may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all Bidders and FSSAI reserves the right for such waivers.
- 9 The Bidder should abide by the terms and conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 10 The FSSAI reserves the right to make any changes in the terms and conditions of the tender. FSSAI may treat offers not adhering to these guidelines as unacceptable. This tender document is not transferable.
- 11 The offers containing erasures or alterations will not be considered. Technical details must be completely filled in. Correct technical information of the service being offered must be filled in.
- 12 The selected agency shall not assign its contractual authority to any other third party. The vendor should not assign or sublet the task or any part of it to any other agency in any other form than defined in this RFP. If found doing so, shall result in termination of selection process of that agency and forfeiture of the Security Deposit.

18. Deliverables

- The agency (hired after the completion of Tender process) shall be responsible for all the development, implementation, testing, maintenance, support, feature enhancements, documentation, and support of applications.
- The agency shall be responsible for the complete turnkey operation of the IT systems (software only) to ensure a minimum of 99.5% uptime availability of all the applications under this project.
- Complete Software Development Life Cycle (SDLC) should be followed for each application.
- Proper Documentation with versioning of all the applications should be maintained like SRS, High Level Design, Low Level Design, functionality document (process document), user manual, test case/evaluation report, Impact Analysis Report, Change Document etc.
- All the changes in the applications should be properly documented and reflected in respective documents.
- Proper coding standards should be followed in all the applications. Periodic code review should be done for improvement in source code. Code & query optimization should be done to the extent possible.
- Proper testing should be done for the changes done in the application or database. Testing should be done on exhaustive test cases.
- Ensure proper backup of application and database as per the approved backup policy.

- In case of any eventuality, it has to be ensured that the downtime is minimum and system is restored with minimum data loss.
- It should also be ensured that all the security measures are undertaken to prevent vulnerabilities / threats /hacking of application or data theft. The new software applications developed shall comply with the necessary Internet Security Guidelines from NIC/Cert-in empaneled Internet Security Auditors before hosting and to provide safe-to-host certificate after fixing all kind of vulnerabilities as per NIC norms.
- The agency shall be responsible to maintain the confidentiality of application, data and any other information and make sure that information is not shared outside the FSSAI. The required confidentiality agreement shall be signed by the Agency as well as by each team member deployed at FSSAI.
- Source Code will be handed over to the IT Division, FSSAI along with compiled version and executables. Any software developed shall be the property of FSSAI. Software, Documents, Information and other elements of the project shall have the copyrights of FSSAI unless some copy right material is used with due permission of any third party.
- Proper versioning of source code should be maintained. It should be ensured that uploading of the revamped application in the LIVE servers is carried out with due care to avoid any wrong upload or accidental file replace.
- Preventive maintenance shall be carried out on the database and functioning of the program to handle large volume of traffic.

The deliverables also includes:

- System Requirements Specifications document
- User Acceptance Testing (UAT) signoff for revamped Portal
- Complete source code
- Fully functional working version of the Portal including migrated data, if any
- Test Plans used and test cases
- Technical design document and Users' manuals

19. Operations & Maintenance (O&M) of revamped FIECS Portal

As a part of scope of work, Bidder shall provide Operation & and Maintenance (O&M) support for Food Import Export Clearance System (FIECS) for 24 months, which can be extended on year-to-year basis depending upon performance and need by the FSSAI.

The objective of post implementation support is to provide application maintenance and support services, including request based services (problem requests/defect fixes), enhancements, configuration management and post release support.

As part of these services, agency shall provide support for bug fixes, enhancements, operational support and assistance to FSSAI. The services include –

Bug-fixes and end-user problem resolution:

The end user support would include all activities related to resolving the bugs / defects reported by application users. Every bug / defect should be logged and categorized on the severity levels. The Agency shall identify the solution and take necessary approvals from FSSAI and release the patch for UAT after fixing the defects. The Agency shall document defects / bugs encountered as well as document the resolution of the same and ensure re-installations, in the event of system crash/failures.

New development and enhancements:

The system may require modifications or enhancements in the functionality. The enhancements or new development may also be required to fix some complex problem requests or defect fixes and upgrade the application performance. The Agency shall ensure that correct version of the application / program units is being considered to carry out application enhancements/ new development through configuration management plan for configuration management and version control using the version control software. The Agency shall support FSSAI in carrying out the UAT for the modifications / enhancements.

Configuration management and Version Control:

As the application undergoes enhancements and modifications due to problem requests, defect fixes and change requests, it becomes increasingly important to keep the source code under version control and the system under configuration management. The Agency shall assist FSSAI in ensuring that a copy of the production environment is backed up and stored in the repository before the new / modified components are copied to Production.

Release management:

As part of the release management, the Agency shall perform the following activities:

- Group the related change requests, assess their development progress and accordingly prepare a schedule for their release
- Prepare a detailed release plan for every release. This plan should include the release number and date of release. It should also contain details about the change request to be released.

Deliverables on O&M of the revamped Portal

The following shall be the broad deliverables from the Agency:

- Operation & Maintenance of the Portal; End-user problem resolution for all kind of change requests and new requests during the course of development
- Enhancements & Version Upgradation; User Training, if any
- Administration (System, Storage, Security, Database, Backup/restore etc.)
- Software Maintenance and User Support
- Latest source code, application deployment files, configuration files for entire solution
- Deployment of dedicated manpower at FSSAI to provide the support. Vendor must estimate adequate number of resources to ensure smooth running of the system.

Training Support

- Bidder will provide training to users from FSSAI and its stake holders as and when required. However, FSSAI shall arrange for the travel and boarding arrangements outside Delhi only, as per its norms.
- Hardware Requirement and Minimum configuration
- Bidder is required to assess and propose necessary infrastructure requirements for hosting and running the proposed online systems and will be its responsibility to host on the staging as well as production environment. FSSAI shall provide the infrastructure for hosting.
- Successful bidder will hand over all the software and graphics to FSSAI for the purpose of copyright and intellectual ownership.

20. Milestones and Payment Terms

Payment shall be released based on milestones as below.

S.No.	Milestone/Deliverable Stage	Payment %
1	System Requirement Specification Documents, System Architecture & FRD Submission, Data Migration Plan and approval by the IT and Subject Division. (Maximum 1½ months after award of contract)	15%
2	Beta Release - Submission of the application to FSSAI for UAT to IT / Import Division (Tentatively 6 months after award of contract)	20%
3	<u>1st User Acceptance Test of the application</u> by Import Division; <u>Sign off by FSSAI after Security Audit, bug-fixing and getting of Safe-to-Host Certificate</u> (Tentatively 7 months after award of contract)	15%
4	Data Migration from existing system, if any and ready for launch / roll-out of the application. Monitoring of work-flow of the application and resolving of all change requests, new requests reported and <u>2nd UAT by the IT and Import Division</u> of the FSSAI (Tentatively 8 months after award of contract)	15%
5	Hosting in FSSAI's own Cloud or hired Data Centre environment or on National Cloud 'Meghraj' and launch for public use for complete roll-out/implementation; 3 months O&M Support of the rolled-out application before actual beginning of O&M Support Phase (Tentatively 9 months after award of contract)	20%
6	Release of Balance Cost after Maintenance Support of two years	15%

21. Operations & Maintenance (O&M) Support Service

Payment shall be released on monthly basis (annual maintenance charges divided by twelve)

22. 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 is prevented or delayed by reasons of any war, hostility, 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 5 (five) days from the date of occurrence.
- 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 days, then the FSSAI may terminate this contract by giving notice in writing.

23. 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.

24. 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.

25. Expenses for the Contract / 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. All incidental expenses of the execution of the contract/ agreement shall be borne solely by the successful bidder and such amount shall not be refunded to the successful bidder by the FSSAI.

26. 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.

27. Amendment to RFP/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 by an amendment.

In order to provide prospective Agencies reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at its discretion, extend the last date for the receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP while preparing their bids.

28. Termination of the Contract / RFP Cancellation

- FSSAI reserves the right to withdraw this RFP at any stage if FSSAI determines that such action is in the best interest of the FSSAI.
- FSSAI reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of agreement, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for actions taken by FSSAI. The laws of Republic of India shall govern the Tender Document and the Contract.
- FSSAI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- This RFP does not constitute an offer by FSSAI. The bidder's participation in this process may result in FSSAI selecting the bidder to engage in further discussions toward execution of an agreement. The commencement of such discussions does not, however, signify a commitment by FSSAI to execute an agreement.

29. Disclaimer

1. The information submitted in response to this RFP may be subject to public release (as per RTI norms). Therefore, please do not include proprietary or confidential business information in your response. Vendors responding to this notice assume the risk of public disclosure if confidential information is included.
2. The information contained in this bid document or subsequently provided to Bidder(s), whether verbally or in documentary form or any other form by or on behalf of FSSAI or any of their employees is provided to Bidder(s) on the terms and conditions set out in this document and such other terms and conditions subject to which such information is provided.
3. By acceptance of this tender document, the recipient further agrees that this tender document may not be distributed, reproduced or used for any other purpose than the evaluation of the scope of work set herein. The recipient agrees that it will cause its directors, Partners, officers, employees and representatives and any other parties who provide services to the recipient to use the tender document for the purposes in the manner stated above.

4. FSSAI does not make any representation or warranty expressed or implied, as to the accuracy, authenticity, timeliness and/or completeness of the information contained in this tender document. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this tender document.
5. The FSSAI also accept no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this tender document. FSSAI may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this tender document. The issue of this tender document does not imply that FSSAI is bound to select a Bidder and FSSAI reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
6. This notice is not to be construed as a commitment by the FSSAI to contract for services. Please be advised that the FSSAI will not pay for any information provided as a result of this notice and will not recognize or reimburse any cost associated with any RFP submission.
7. The Authority reserves the right
 - a) To reject any / all applications without assigning any reasons thereof.
 - b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Food Authority without assigning any reasons thereof.
 - c) To include any other item in the Scope of work at any time after consultation with prospective agencies or otherwise.

30. Interpretation

In this Tender Document, unless the context otherwise requires,

- a) For the purpose of this Tender Document, where the context so admits, the singular shall be deemed to include the plural and vice-versa and Masculine gender shall be deemed to include the feminine gender and vice-versa.
- b) References to Clauses, Recitals or Schedules are references to clauses and recitals of and schedules to the Contract and the Tender Document. The Schedules, annexure and addendums shall form an integral part of this Contract.
- c) Any reference herein to a statutory provision shall include such provision, as is in force for the time being and as from time to time, amended or re-enacted in so far as such amendment or re-enactment is capable of applying to any transactions covered by this Contract. Any references to an enactment include references to any subordinate legislation made under that enactment and any amendment to, or replacement of, that enactment or subordinate legislation. Any references to a rule or procedure include references to any amendment or replacement of that rule or procedure.
- d) The headings and sub-headings are inserted for convenience only and shall not affect the construction and interpretation of this Tender Document. References to the word “include” and “including” shall be construed without limitation. Any reference to day shall mean a reference to a calendar day including Saturday and Sunday.

31. 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.

32. 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.

33. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Tender Document and / or the bidding process exchanged by the Bidder and FSSAI shall be written in English language only.

34. Site Visit

The bidder may visit FSSAI head office to obtain more information and collect the required details. Bidders are requested to communicate at least 2 days advance about their visit. A maximum of 2 representatives from the bidder's organization will be permitted.

35. Documents to be Submitted

1. Reference document of the work that shown under experience.
2. CVs of the technical resources who will be deployed/ responsible for developing till implementation and its roll-out.
3. Copy of Presentation.

36. Rejection of Bids

The Bid Document shall be submitted in the form of printed document. Bids submitted by Telex, fax or email would not be entertained. Any condition put forth by the bidder not conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

37. Late Bid

Any bid received by FSSAI after the deadline for submission of bids prescribed by FSSAI, will be summarily rejected and returned unopened to the Bidder. FSSAI shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

38. Opening of Bids

FSSAI will open all Technical Bids as per the Tender Notification Sheet. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for FSSAI the Bids shall be opened

at the appointed time and location on the next working day.

39. Announcement of Bids

The Bidder's names, Bid modifications or withdrawals and the presence or absence of requisite bid security and such other details will be announced at the opening. No bid shall be rejected at bid opening, except for late bids.

40. Opening of Commercial Bids

Commercial Bids will be opened and compared after the technical evaluation. The name of Bidder, bid prices, total amount of each Bid, etc. shall be announced by the FSSAI at the Commercial Bid opening. The FSSAI will prepare minutes of the Commercial Bid Opening. The date, time and venue of opening of commercial bid will be advised to the short listed bidders separately. Bids those are rejected during the bid evaluation process shall not be considered for further evaluation, irrespective of the circumstances.

41. Clarification of Bids

To assist in the evaluation, comparison and an examination of bids, FSSAI may, at its sole discretion, ask the Bidder for a clarification of its bid including breakup of rates. The request for clarification and the response shall be in writing. If the response to the clarification is not received before the expiration of deadline prescribed in the request, FSSAI reserves the right to make its own reasonable assumptions at the total risk and cost of the Bidder.

42. Completeness of Bids

FSSAI will examine the bids to determine whether they are complete, whether they meet all the conditions of the Tender Document and Technical Specifications, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the Bid Documents are substantially responsive to the requirements of the Tender Document.

43. Rectification of Errors

Arithmetical errors will be rectified on the following basis: -

If there is a discrepancy between the rates in words and figures, **the rate in words will govern.**

44. Designated Point of Contact

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

Head IT / Chief Information and Technology Officer (CITO)

Food Safety and Standards Authority of India

Room No. 417, FDA Bhawan, Kotla Road, Delhi-110002

Email: cito@fssai.gov.in

PART-II

ANNEXURE - I

Forwarding Letter

To

**The Head (IT) / CITO,
Food Safety and Standards Authority of India,
Headquarters: New Delhi.
Room No. 417, FSSAI, FDA Bhawan,
(Near Bal Bhawan),
Kotla Road, New Delhi – 110002**

Ref. RFP No. _____ dated _____

Dear Sir,

1. I/We, consent for participating in the RFP/Tender for Design and Development of Food Import Export Clearance System (FIECS) as envisaged in the RFP/Tender document.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the RFP document and agree to abide by them.

Yours faithfully,

(_____)

**Signature of Agency
(Capacity in which signing)
Stamp of Firm**

*

AGENCY'S GENERAL PROFILE

Form I – General Profile of the Agency

1.	Name of the Bidder / Agency / Company:	
2.	Registered Office Address	
3.	Correspondence Address	
4.	Incorporation of company	
	Date of Incorporation of the Agency	
5.	Telephone: Office / Residence of the Agency/Firm	
		Mobile:
6.	Website Address, if any	
7.	<u>Registrations Detail:</u> GST/GSTIN No.	
	PAN Number	
	CIN/UAM No.	
8.	Company based in (City/State)	
9.	Whether blacklisted by any Central Government/State agencies?	
10.	Structure and Organization of the Bidder: <u>The applicant is</u> (a) an individual (b) a proprietary firm (c) a firm in partnership (d) a Limited Company or Corporation. (Pl attach self-attested copies of documents of registration / incorporation of your firm)	

11.	(Attach following as proof) (a) Certificate of Incorporation (b) MSME Certificate, if applicable (c) Certificate of Registration, if any (d) PAN & GST Certification copies (e) Income Tax Returns – any three (03) Consecutive years (FY2016-17 to FY2019-20)	Attache (Indicate : Yes / No)
12.	ISO 20000, ISO 27000 and/or CMMi Certification, if any? (Attach proof)	
13.	Details of the Contact Person:	
	Name	
	Designation	
	Address for Communication of the Contact Person	
	Telephone No. including Mobile No.	(i) (ii)
	Email Address(es)	(i) (ii)

Form II – Financial Details of the Respondent

II. Financial Details:	
Turnover for Financial Years 2016-17, 2017-18, 2018-19 and 2019-2020 and Net Worth as on 31st March, 2020 as evidenced by audited financial statements (in Rs.)	
FY 2016-17 (in Rs.)	
FY 2017-18 (in Rs.)	
FY 2018-19 (in Rs.)	
FY 2019-20 (in Rs.)	
Net Worth as on 31.03.2020 (in Rs.)	

Form III – Relevant Experience**Relevant Work Experience (in the last 5 years) at least Four Projects in similar technology. Successful completion of work may also be attached**

S. No.	Item	Details to be furnished
General Information		
1.	Title of the Work with description	
2.	Client for which the work was executed	
3.	Name and contact details of the client	
4.	Type of contract	
5.	Total cost of the work/project	
6.	Period of execution (Specify in terms of date/year)	

Form IV- Summary of the Respondent’s Qualifications and Experience

This part must also include a clear and concise summary of the respondent’s qualifications and experience as they relate to the RFP/Tender. Information should include the following: core business and years in business; qualifications and experience of key personnel.

Form V– Details of the Proposed Resource Persons

Total number of Technical Resources in the Organization:

Sr. No.	Resource Name	Role/Skillset	Educational Qualification	Experience
1.				
2.				
3.				
4.				
5.				

I / We hereby declare that the information furnished above is true and correct.

Signature of Agency / Authorized signatory

Name of the Agency

(Seal of the Agency)

Date:

Place:

Experience-cum-Capability Format

(To be submitted on Agency's Letter Head)

A. I/we enclose photo copies of certificates of our experience (Project Completion Certificate for similar projects having relevance for Imports or/and Exports for Government of India / State Government or International body for Custom Clearance, esp. for Food, Food Safety, eGovernance Project(s); and/or agri-product for imports/exports etc.) relevant to the application and performance certificate of the concerned organizations, duly self-certified.

Sl. No.	Name and address of the Organization for which the work has been completed	Details of Work Completed	Order No. with Date	Value of the order	Date of completion of the order	Remarks
1.						
2.						
3.						
4.						

- Detail of Proposed Team, experience and expertise during implementation and maintenance phases. Provide CV/Resumes of Key Members of the development team including (a) Project Manager, (b) Business Analyst, (c) Technical Solution Architect for the platform to be used, (d) Lead Developer(s), (e) DBA and (f) Quality Assurance, having minimum 5 years of experience in similar large projects to be submitted.

B. Methodology justifying technology, development environment, system architecture, Team Strength proposed and project deployment plan, proposed timelines, Value Proposition, etc. (attach sheet if required)

2. I/We hereby also declare that my capacity to work for similar assignment is not less than..... per annum. (Specify the number).

3. I / We hereby declare that the information furnished above is true and correct.

Place:

Date:

Signature of Agency / Authorized signatory

Name of the Agency

(Seal of the Agency)

Commercial (Financial) Bid for the Design & Development of FIECS

Sr. No.	Design and Development of Software Application / Portal	Amount (in Rs.) (excl. GST)
I	Module I (Basic FICS, Integration with SWIFT and other functionalities)	
II	Module II (Mobile APP)	
III	Module III (Portal for Exports)	
IV	Maintenance Cost (For Two Years)	
Total Development Cost for Modules I, II & III + Two years Maintenance (O&M) Cost		

Above mentioned price bid is available as BOQ_XXXXX.xls format onto the portal. Bidders are advised to download the same and upload the respective bid onto the portal.

Performance Security

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1 THIS DEED of Guarantee made this day of _____

Between _____ (Name of the Bank) (here in after called the "Bank") of the one part and _____ (Name of the Department) (hereinafter called the "Department") of the other part.

2 WHEREAS _____ (Name of the Department) has awarded the contract for Design, Development and Maintenance of the FIECS Application of FSSAI of contract for Rs. _____ (Rupees in figures and words) (Hereinafter called the "contract") to M/s

_____ (Name of the Agency (hereinafter called the "Agency")).

3. AND WHRERAS THE Agency is bound by the said Contract to submit to the FSSAI a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank)

being fully authorized to sign and to incur obligations for and on behalf of and in the name of (Full name of Bank), hereby declare that the said Bank will guarantee the FSSAI the full amount of Rs. (Amount in figures and words) as stated above.

5. After the Agency has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order form the FSSAI to indemnify the FSSAI for any liability of damage resulting from any defects of shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The bank will deliver the money required by the FSSAI immediately on demand without delay without reference to the Agency and without the necessity of a previous notice of or judicial or administrative procedures and without it being necessary to prove to the Bank the liability of damages resulting from any defects of shortcomings or debts of the Agency. The bank shall pay to the FSSAI any money so demanded notwithstanding any dispute /disputes raised by the Agency in any suit of proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the FSSAI agree to grant a time of extension to the Agency or if the Agency fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damage or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the FSSAI and at the cost of the Agency.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank of the Agency.
9. The Neglect of forbearance of the FSSAI in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the given of time by the FSSAI for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Agency" herein before used shall include their respective successor and assigns.

IN WITNESS whereof I/We of; the bank has signed and sealed this guarantee on the Day of
 (Month) (Year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation I.D. No. _____

Stamp/ Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named
 _____ in the presence of:

Witness- 1

Signature

Name

Address

Witness- 2

Signature

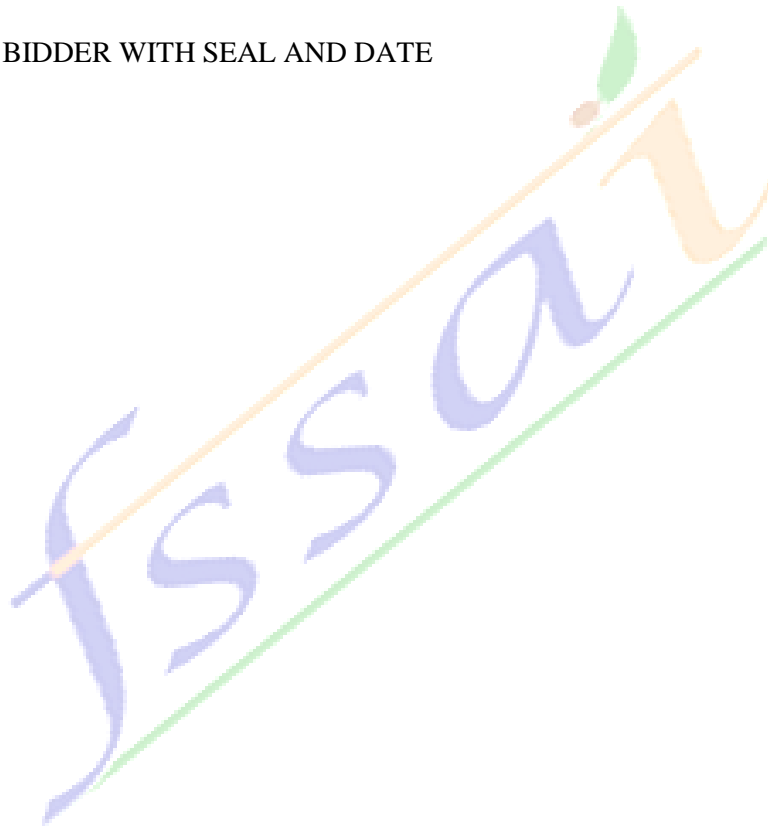
Name

Address

Bidders Security Declaration Form

I/We _____ hereby accept that if I/we withdraw or modify my/our Bid during the period of validity, or I/we are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, the agency will be suspended for the period of time specified in the request for bids/ request for proposals document from being eligible to submit Bids/ Proposals for contracts with FSSAI.

SIGNATURE OF BIDDER WITH SEAL AND DATE



ANNEXURE-VI

CHECKLIST - FOR AGENCIES

S No.	Details	Yes / No	Remarks
1.	RFP Forwarding letter Annexure – I		
2.	RFP document duly signed and stamped on each page. Annexure – II		
3.	Experience-cum-Capacity Format : Annexure – III		
4.	Enclosed copy of work orders of contracts obtained as mentioned in the RFP/Tender in support of experience and similar work done.		
5.	Enclosed copies of Execution Certificates issued by user Govt. Organizations.		
6.	Financial Document for Module-wise Cost implication and Timelines (Annexure IV)		
7.	<u>Performance Security:</u> FORM OF BANK GUARANTEE for Performance Security and Bidders Security Declaration Form (Annexure V)		

Note: Please note that in case if any of the documents mentioned in above is/are not enclosed, bid will be rejected summarily. The above check list is broadly indicative of submission of documents. **Also please go through the RFP/Tender document for eligibility conditions/ criteria so as to avoid any scope of non- fulfilling of qualifying condition.**

SIGNATURE OF AGENCY WITH SEAL AND
DATE

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white

coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.
