

File No. IT-11023/1/2017-IT-FSSAI  
Food Safety and Standards Authority of India  
(MINISTRY OF HEALTH AND FAMILY WELFARE)  
(Information Technology Division)  
FDA Bhawan, Kotla Road, New Delhi – 110002

**NOTICE**

**Dated: 7<sup>th</sup> December, 2020**

**Corrigendum to the Tender Notice IT-11023/1/2017-IT-FSSAI dated 9<sup>th</sup> November, 2020 on “Online Examination (Computer Based Test): Conduct and Processing for Online Food Analyst/Junior Analyst Examination”.** The detailed Tender Notice document is available on FSSAI Website at <https://fssai.gov.in/tenders.php> and Central Public Procurement Portal <https://www.eprocure.gov.in/epublish/app>.

2. Those who have already submitted Bid Document and based on corrigendum wants to resubmit, may submit modified bid document by due date.

  
(Anupam Rastogi)  
Deputy Director (IT)  
Food Safety and Standards Authority of India  
Food Safety and Standards Authority of India  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
(Ministry of Health & Family Welfare)  
भारत सरकार/Government of India  
एफ. डी. ए. भवन, कोटला रोड, नई दिल्ली-110002  
FDA Bhawan, Kotla Road, New Delhi-110002

## Corrigendum II

Refer to the **TENDER NOTICE** vide File No. IT-11023/1/2017-IT-FSSAI dated 9<sup>th</sup> November, 2020 on "Online Examination (Computer Based Test): Conduct and Processing for Online Food Analyst/Junior Analyst Examination" of the Food Safety and Standard Authority of India (FSSAI), based on Pre-Bid Meeting and new Office Memorandum issued by Department of Expenditure, Procurement Policy Division dated 12<sup>th</sup> November, 2020, following amendments have been made in the Tender Clauses as per detail given below:

1. **Earnest Money Deposit/Performance Guarantee/Clauses for MSEs: Under [Para 2.1.1 (a), Para 2.1.6 (a) and other similar clauses; Para 3.1. on Performance Security and its clauses etc.]**, following points may please be taken into account:
  - i 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.
  - ii **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.
  - iii 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 EMD 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.
  - vi **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection. Conditional tenders will be rejected. Bids not submitted as per prescribed format will also be rejected.
  - vii **Transfer and Sub-letting:** The Agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
  - viii Period of selection will be initially for one year extendable further for a period of two



years, 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.

- ix **Performance Guarantee:** 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 to. The specimen of PBG is given in the Annexure attached. 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. 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. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal recourse as per law of land against the Indemnity submitted.

2. **Under Para 2.1.8 - Technical Evaluation Criteria;** Scoring Pattern has been amended as follow for evaluation of the Technical Bid

S. No	Criteria	Technical Criteria	Parameters & Scale	Marks
1	<b>Experience of Bidder for conducting of Online Computer-based Examination PAN India</b> for Central/State Government / PSUs at different Centres as relevance to current financial needs for at least 3 exams during last three years. The nature of the project will determine the extent of marks by the Client that will be awarded. If the Client is same and different Projects/Posts have been undertaken for that client, it will be counted as different client. (Details to be provided as part of technical Bid).			<b>10</b>
		1-2 Exams Project(s)	05 Marks	
		3 or more Exam Projects	10 Marks	
2	<b>Financial Turnover Requirements Status of the Bidder</b>			<b>10</b>
		Companies/Bidder with average annual turnover in preceding three consecutive financial years amongst FY2016-17, FY2017-18, FY2018-19 and FY2019-20.	Upto Rs.5 Crore – 5 Marks	
			For any above Rs.5 Crore to be given 1 additional mark with upper ceiling of 10 marks maximum	
		Rs.10 Crore or more – 10 Marks		



3	<b>Certifications:</b> Scoring based on (ISO 9001, ISO 20000, ISO 27001) & CMMI Level 3 or 5 certifications; 5 marks each for ISO Certification category and CMMI certification. (Proofs to be submitted) Cert-in (for Examination Software) and STQC certificate for Test Platform.	10
4	<b>Content Development:</b> (Details to be provided as part of Technical bid). The marks in this segment will be awarded based on the below mentioned criteria: a) Profile of Subject Matter Expert's – 15 Marks b) Quality of Sample Question Bank – 15 Marks	30
5	<b>Proposed Software/Solution</b> Infrastructure Location of Examination Centres as well as Security and IT parameters are the multiple aspects of this evaluation. (Details to be provided as part of technical Bid, based on understanding of the project, explaining technology, MIS reporting etc.)	20
6	The demo of the application or similar application and Clarity in understanding of requirements, as evidenced in the proposal or during the presentation and merit of the solution proposed. Presentation to Technical Evaluation Committee on Technical Solution and methodology describing the overall manpower and on the roles of Bidder or conducting such exams. Agency may furnish copy of the presentation.	20

### Evaluation of Technical Bid

- Criteria for evaluation of technical bids have been specified above in this document.
- It may be observed that parameters used for evaluation of technical bids will inter alia be based on the nature and relevance of past experience, project approach, work plan and the professional/expert team deployed in relation to the requirements of this engagement.
- All the bidders who get Technical Score of 65% or more will be declared as technically qualified.
- The commercial bids of only the technically qualified bidders will be opened for further processing.

अनुपम रास्तोगी / Anupam Rastogi  
 Deputy Director (RCD & IT)  
 भारतीय खाद्य संस्था एवं मानक प्राधिकरण  
 Food Safety and Standards Authority of India  
 (स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
 (Ministry of Health & Family Welfare)  
 भारत सरकार / Government of India  
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 FDA Bhavan, Kothla Road, New Delhi-110002

## 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 conduct of Food Analyst / Junior Analyst Examination of FSSAI of  
contract for Rs. \_\_\_\_\_ (Rupees in figures and words) (Hereinafter called the "contract") to M/s  
\_\_\_\_\_ (Name of the Agency (herein after  
called the "Agency").

3. AND WHEREAS 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).

  
अनुपम रास्तोगी / Anupam Rastogi  
आसिडी एवं आईडी / Deputy Director (RCD & II)  
भारतीय खाद्य-सुरक्षा एवं मानक प्राधिकरण  
Food Safety and Standards Authority of India  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
(Ministry of Health & Family Welfare)  
भारत सरकार / Government of India  
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FDA Bhavan, Kolla Road, New Delhi-110002



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 \_\_\_\_\_


**अनुपम रास्तोगी / Anupam Rastogi**  
 उप निदेशक आरसीडी एवं आईटी / Deputy Director (RCD & IT)  
 भारतीय खाद्य सुरक्षा एवं मानक प्राधिकरण  
 (स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
 Ministry of Health & Family Welfare  
 भारत सरकार / Government of India  
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## Bidders Securing 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**

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अनुपम रास्तोगी / Anupam Rastogi  
Deputy Director (RCD & IT)  
भारतीय खाद्य संरक्षण एवं मानक प्राधिकरण  
Food Safety and Standards Authority of India  
(स्वास्थ्य एवं परिवार कल्याण मंत्रालय)  
(Ministry of Health & Family Welfare)  
भारत सरकार / Government of India  
एफ. डी. ए. भवन, कोटला रोड, नई दिल्ली-110002  
FDA Bhawan, Kotla Road, New Delhi-110002

**7th FAE & 4th JAE Online Examination (Computer Based Test):**  
**Pre Bid Clarifications (Meeting held on 18<sup>th</sup> November, 2020)**

Sr. No.	QUERY	REPLY
1	EMD - Please confirm if Vendors can also submit the EMD as a Bank Guarantee.	EMD has to be submitted with technical bid performance bank guarantee (PBG) has to be submitted after the award of the contract. After award of the contract EMD will be released upon receipt of PBG. 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 <u>3%</u> 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 to. The specimen of PBG is given in Annexure-6 attached to this RFP. 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. 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. In case the selected agency fails to discharge its committed liability for any reason, the defect will be removed by FSSAI on its own and the amount deposited shall be forfeited in addition to Legal re-course as per law of land



Sr. No.	QUERY	REPLY
	State Government organizations be also considered	
6	Memorandum and article of association and copy of latest resolution in case of company, and partnership deed and power of attorney in case of firm, if required. All such documents should be duly attested by notary public. - We request that the vendors be allowed to submit Self Attested docs as per the standard policy of all Govt. tenders as getting so many documents notarized adds unnecessarily to the submission cost - Vendors can be informed to give a self declaration that all documents being submitted are genuine.	Yes, Vendors can submit self-attested documents and can give a self-declaration conveying that documents being submitted are genuine.
7	Financial Bid - We assume that per Candidate means per Scheduled Candidate who is issued an Admit Card and that GST would be charged extra at the rate applicable at the time the invoice is raised. Approx 1500- 2000 candidates per Year, per exam are expected as the Volume for this project. Please confirm the contract period.	Period of selection will be initially for one year extendable further for a period of two years, 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 the FSSAI.
8	To carry out other works related to post processing of responses & other confidential data and providing data as required by FSSAI, such as: i) Press interaction ii) RTI queries iii) Court Cases – FSSAI to note that the bidder shall assist only with documented inputs	Agreed
9	The successful bidder has to sign an agreement on non-judicial stamp paper which shall contain clauses related to liquidated damages on account of delays, errors, cost and time over-run etc. - Request FSSAI to amend the clause as follows: the successful bidder has to sign an agreement on non-judicial stamp paper with mutual terms and conditions which shall contain clauses related to liquidated	No Change proposed

Sr. No.	QUERY	REPLY
	<p>C. We assume that conditions for checking eligibility of candidates will be provided by FSSAI</p> <p>D. We assume the helpdesk with email and telephony support provided for candidates 9.00 am to 6.00 pm on working days will suffice. Please confirm.</p> <p>E. We assume the language of the helpdesk is English &amp; Hindi will suffice the requirement. Please confirm.</p> <p>F. Please confirm the helpdesk number would be a standard landline helpdesk number. Please confirm.</p>	<p>Eligibility will be checked after the CBT only for those candidates who will qualify for practical exam, checking of eligibility should be done by FSSAI.</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>
13	<p>Collection of Fees - Request FSSAI to amend the clause as follows:</p> <p>A. For online payment we assume the transaction charges for online payment will be borne either by CLIENT or levied to candidates. Please confirm.</p> <p>B. We assume the registration fees collected through online payment will need to be credited directly into CLIENT bank account.</p> <p>C. Please confirm if the Third party Payment collector for integration will be provided by CLIENT or need to be provided by the bidder.</p>	<p>Yes</p> <p>Yes, directly in FSSAI Account</p>
14	<p>Expected candidates 1,500-2,000</p> <p>A. We assume exams will be required to be conducted only on Sat/Sun. Please confirm</p>	<p>Most probably on Saturday or Sunday</p>



Sr. No.	QUERY	REPLY
17	<p>Frisking: We assume Hand-pat Frisking shall suffice as there is additional cost impact for frisking with Metal detectors. Please confirm.</p>	<p>Agreed for Han-pat Frisking</p>
18	<p>The service provider shall provide softcopy of candidates response sheets at the end of the test as per requirement of FSSAI: We assume these softcopies are to be provided to FSSAI after the exam and not to candidates and not on exam day, kindly confirm.</p>	<p>No softcopy is to be provided to the candidates. The rough sheet given to the candidate should be duly taken from them after Exam.</p>
19	<p>To provide documented inputs and support for handling - Students queries and review of objections raised by students regarding questions and answer key: Do we need to host a payment based objection tracker for candidates to raised QP objections, kindly confirm.</p>	<p>YES, Dedicated Support Portal has to be framed for this purpose with rights to FSSAI for observation.</p>
20	<p>a. Item analysis of MCQ responses of the candidates (difficulty index and discrimination index etc.) b. Student Performance Analysis: Request to further elaborate this requirement.</p>	<p>As part of the MoU upon successful short-listing of the agency</p>
21	<p>Covid-19 Precaution Measures: We request that in view of the current situation that is expected to continue for the next 6-8 months and due to the Govt's mandate on Precautionary measures to be followed we request the points below be included in the tender in the financial Bid format as this would have a cost impact - so the rate should include COST of conducting Exam adhering to Covid 19 compliance. We request the cost of Conducting Computer based Exam + Covid 19 additional cost together be considered for computing the Total L1 Rate 1. Due to Social Distancing norms for seating &amp; spacing between each candidates at the Test centers -</p>	<p>Separate rates may be quoted as part of the financial bid. Comparative table will be created uniformly depending upon the parameters chosen.</p>

Sr. No.	QUERY	REPLY
	vendors in the Tender Evaluation – please confirm ?	<p>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 EMD exemption issued by the appropriate authority of Government of India.</p> <p>The bid shall also be regulated by the "Public Procurement Policy for Micro &amp; Small Enterprises (MSEs] Order 2012" as amended from time to time to the extent of its applicability to this bid process.</p>
23	Generic Question – Bank preparation - We request you to provide the syllabus for the mentioned roles	Syllabus already available on the FSSAI website at <a href="https://fssai.gov.in/cms/fae-jae.php">https://fssai.gov.in/cms/fae-jae.php</a>
24	Generic - Covid 19 guidelines - Should Covid 19 norms be followed during exam conduct as this will impact the cost. Request you to please clarify.	The agency may provide information
25	Generic - EMD Exemption - We are registered as a MSME. We request you to grant exemption from EMD as per Gol Guidelines for MSMEs under Ministry of Finance.	In terms of Public Procurement Policy of MSEs/Guidelines of GoI, 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 EMD exemption issued by the appropriate authority of Government of India.
26	Eligibility Criteria –Page 18 Point 2 - The Bidder should have a minimum average annual turnover of at least Rs.1 Crore during the last three years' operation from conduct of computer based examinations. The balance sheet/audited report for the consecutive three financial years should be submitted among (2016-17, 2017-18, 2018-19, 2019-20). Balance sheet for 4 years is mentioned in this clause. We are assuming that financials for 2016-17, 2017-18, 2018-19 will be considered. Also, due to the current scenario, audit for FY 2019-20 is underway and not	Already mentioned, any 3 consecutive Financial Years viz. FY 2016-17, 2017-18, 2018-19 or FY 2017-18, 2018-19, 2019-20 and must be complete.



Sr. No.	QUERY	REPLY
	in that case our cost / amount will increase from your side.	
33	Generic - Estimated Tender value is fixed and consists of all expense borne by the Bidder for successful execution of exam or it will defer depending on the no. of students applying for the post?	It depends on number of candidates applying for the post.
34	Clause No. 1.5.1 - Is there any preferred gateway for the payment from the applicants and please confirm the payment option will on your website?	Directly into FSSAI account.
35	Clause No. 3.1- It is requested that please reduce the Performance security percentage as per the memorandum no F.9/42020-PPD, of MINISTRY OF FINANCE. (Notification enclosed herewith).	Kindly refer to Clarifications given under Corrigendum II document.
36	Clause No. 1.6 - It is requested that please mentioned the process of the invoice/payment and also please confirm the tentative days of the payment after completion of the event.	Kindly refer to Clarifications given under Corrigendum II document.
37	Page No.16. - MSME registered entities to also submit EMD or are they exempted?	Kindly refer to Clarifications given under Corrigendum II document.
38	Page No 17 - Evaluation Criterion: Content Development - SME details are confidential and if shared would likely compromise Exam question bank confidentiality.	Kindly refer to Clarifications given under Corrigendum II document.

The Syllabus for the 6<sup>th</sup> Food Analyst and related papers have been available on the FSSAI website at [https://fssai.gov.in/upload/uploadfiles/files/Syllabus\\_06thFAE\\_03rdJAE\\_22\\_04\\_2019.pdf](https://fssai.gov.in/upload/uploadfiles/files/Syllabus_06thFAE_03rdJAE_22_04_2019.pdf)

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