



**Food Safety and Standards  
Authority of India**  
भारतीय खाद्य संरक्षा एवं मानक प्राधिकरण



Request for Proposal  
For  
Selection of Public Relations Firm  
For

Food Safety and Standards Authority of India

December, 2013

FDA Bhawan, Kotla Road,  
Next to Bal Bhawan,  
New Delhi – 110002

[www.fssai.gov.in](http://www.fssai.gov.in)

RFP No.:1/PR Firm-IEC/ FSSAI- 2013-14

Last date of submission of Bid : 15/01/2014. Time – 16.00 Hrs.

Date of opening of Technical Bid : 17/01/2014. Time – 11.00 Hrs.

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## 1 Important Dates

S.No.	Information	Details
1	Place, last date and time for submission of bid	<b>Place:</b> FDA Bhawan, Kotla Road, Next to Bal Bhawan, New Delhi – 110002 <b>Date:</b> 15/01/2014 <b>Time:</b> 16.00 Hrs.
2	Place, date and time for opening of technical bid	<b>Place:</b> FDA Bhawan, Kotla Road, Next to Bal Bhawan, New Delhi – 110002 <b>Date:</b> 17/01/2014 <b>Time:</b> 11.00 Hrs.
3	Place, date and time for technical presentation	<b>Place:</b> FDA Bhawan, Kotla Road, Next to Bal Bhawan, New Delhi – 110002 <b>Date:</b> 04/02/2014 <b>Time:</b> 11.00 Hrs.

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4	Place, date and time for opening of financial/commercial proposal	<b>Place:</b> FDA Bhawan, Kotla Road, Next to Bal Bhawan, New Delhi – 110002  Technically qualified parties will be informed regarding date and time at a later date.
Contact	Shri S. Dave , Advisor .	
Address for Communication	FDA Bhawan, Kotla Road, Next to Bal Bhawan, New Delhi – 110002. Ph: 011- 23237436 .	
Cost of RFP Document	Rs. 5,000/- crossed demand draft from any scheduled bank in favour of “Senior Accounts Officer, FSSAI”	

## 2. INTRODUCTION

### 2.1 About Food Safety and Standards Authority of India

#### **The Food Safety and Standards Authority of India (FSSAI)**

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

#### **Establishment of the Authority**

Ministry of Health & Family Welfare, Government of India is the Administrative Ministry for the FSSAI. Chairperson and Chief Executive Officer of Food Safety and Standards Authority of India (FSSAI) are appointed by Government of India. The Chairperson is in the rank of Secretary to Government of India.

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

- Framing of Regulations to lay down the Standards and guidelines in relation to articles of food and specifying appropriate system of enforcing various standards thus notified.
- Notification of the accredited food testing laboratories.
- To provide scientific advice and technical support to Central Government and State Governments having direct or indirect bearing of food safety and nutrition.
- Collect and collate data regarding food consumption, incidence and prevalence of biological risk, contaminants in food, and residues of various contaminants in foods products, identification of emerging risks and introduction of rapid alert system.
- Creating an information network across the country so that the stakeholders, receive rapid, reliable and objective information about food safety and issues of concern.
- Conduct capacity building and training programmes for persons who are involved or intend to get involved in food businesses.
- Contribute to the development of international technical standards for food, sanitary and phyto-sanitary standards.
- Promote general awareness about food safety and food standards.

## 2.2 Scope of work

To help in achieving the mandate of FSSAI, it intends to empanel Public Relations (PR) Firm that shall perform, inter – alia, in consultation with Food Safety and Standards Authority of India, the following tasks:

- Prepare an effective Public Relations Strategy Plan for Food Safety and Standards Authority of India with a vision for the next few years with particular focus on social media tools.
- Make all arrangements necessary for the media coverage of any event when dignitaries from Food Safety and Standards Authority of India are visiting any part of the country
- Engagement with vernacular/regional media on issues of importance to Food Safety and Standards Authority of India viz. Hindi, Assamese, Telugu, Tamil, Bengali, Kannad, Oriya, Marathi, Punjabi, Urdu, etc.
- Designing and printing of creatives / illustrations on various aspects of FSSAI for various events, for release of advertisements, etc.
- Help in preparation of audio-visual script / content for transmission through electronic media.
- Help in coordination with DAVP for release of various advertisement, tenders, RFPs, Notices etc. through print media and electronic media.
- Help in participation in various events by designing stalls, IEC materials and in coordinating with concerned Organizations.
- Help in short listing Brand Ambassador for FSSAI
- Help in devising a strategy to utilize the Social Media tools ( Facebook, Twitter, YouTube etc.) for greater reach and dissemination of information and also to get feedback.
- Liaison with Central and State governments and create awareness for policy developments & implementation (health, food, Industry etc.).
- Prepare press releases, News articles, messages, write - ups, features for publications in mainline print media in consultation with Food Safety and Standards Authority of India.
- Sensitization programs for evangelizing the media fraternity with the various aspects of Food Safety and Standards Act, 2006
- Arrange for press conferences, one to one meets, road - shows, safety awareness programs in schools & colleges etc. as and when instructed by Food Safety and Standards Authority of India.
- Content and designing of Coffee table books, Brochures, Folders, Newsletter, Posters, Advertisements, etc. in consultation with Food Safety and Standards Authority of India.
- Crisis perception management and informing Food Safety and Standards Authority

## Request For Proposal for the PR Firm

- of India about impending stories about Food Safety and Standards Authority of India
- Monitor the presence of, and discussions about, brand Food Safety and Standards Authority of India in social and political circles.
  - Continuously monitoring and tracking all national and regional newspapers, magazines, TV channels, the inter-web, blogs and other channels of external communication at regular intervals for any news pertaining to food safety & FSSAI.
  - Report the above findings to the Food Safety and Standards Authority of India through an efficient feedback system.

FSSAI reserves the right to empanel more than one firm for the above scope of work.

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### 3. CRITERIA FOR SELECTION

#### 3.1 Bidders must conform to the eligibility criteria given below:

No	Eligibility Criteria	Supporting Document Required
1	The firm should have its headquarters, preferably, in New Delhi.	Authentic address proof, Proof of PR operations like work orders / vouchers or any other supporting documents generated in the name of the firm.
2	The firm should have been in the business of providing PR services in India to the Government bodies and/or reputed private companies for at least 5 years from the date of opening of the tender.	Proof of incorporation of the firm/company (Articles of Association); attested by the authorized signatory.  Proofs like work orders/ vouchers that mentions the name of government body or private company to which the PR service is rendered.
3	The firm should have turnover from PR activities in India of at least Rs. 1 Crore in each of the last three financial years.	Attested copy of audited balance sheet for last 3 financial years and CA certificate certifying that the firm had made a turnover more than or equal to Rs. 1 Cr. in each of the last 3 financial years out of its PR activities in India in original.

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4	The firm should be fully equipped with trained and skilled PR professionals and should have latest instruments like computers, scanners, high-speed photocopy machine and design studio.	Coffee Table Books, Brochures, leaflets, photos of the firm giving a glimpse of its offices and staff, view of work in designing.
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### 3.2 Scoring

Sr No	Criteria	Max Points	Point System	Scored Points
<b>A</b>	<b>Profile, experience and resources details</b>			
1	Profile of the Bidder			
a	No. of years of operation in India	10	5 years – 5 points +point/year after 6 to 10 years	
2	Past Experience if any as per the scope of work on Pg 6-7			



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a	Experience in providing PR services in Public / Private Enterprise	10	1 project - 1 point 2 projects – 2 points 3 projects – 3 points 4 projects – 4 points 5 projects – 5 points 6 projects – 6 points 7 projects – 7 points 8 projects – 8 points 9 projects – 9 points >= 10 projects – 10points	
b	Experience in providing PR services to State Governments or Government of India.	20	5 Points / project	
3	Profile of Proposed Resources /Team	10	High Level Committee will evaluate the Form submitted by the bidders	
	<b>Sub Total</b>	50		
<b>B</b>	<b>Technical Presentation</b>			

4	Presentation of a roadmap for management of PR of FSSAI and the way forward	50		
	<b>Total (A+B)</b>	100		

### 3.3 Commercial/ Financial Bid Evaluation:

#### (I) Evaluation of Bids

- a) FSSAI will examine the bids to determine whether:
  - i. They are complete
  - ii. Required EMD, Tender Fee and Supporting Documents have been furnished,
  - iii. The documents have been properly signed; and
  - iv. The documents submitted are in order and valid on the date of tender opening.
- b) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and Financial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial proposal of the bidder to execute the contract.
- c) FSSAI will examine the bids to determine:
  - i. The correctness of the information furnished by the bidder in its bid. In case any information is found to be incorrect/false, the bid shall be considered as non-responsive.
  - ii. The substantial responsiveness of each bid to the bidding. For purposes of these clauses, a substantially responsive bid is one, which conforms to all technical specifications and terms and conditions of the bidding documents without material or Financial deviations. FSSAI's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- d) Arithmetic errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount whichever is lower will prevail.
- e) FSSAI may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- f) Once the technical bids are evaluated, the bidders meeting the eligibility criteria may be asked to make a presentation at FSSAI at a short notice.

- g) FSSAI reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of intent/ Notification of Award of contract,
- h) FSSAI may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiving, does not prejudice or affect the relative ranking of any bidder.
- i) FSSAI may seek clarification in writing from bidder by fax/email. Bidder shall promptly reply by fax/email within the time limit specified in the clarification letter from FSSAI.

The Commercial bid of those bidders who qualify as per the eligibility criteria will only be opened. Ineligible Commercial bids will not be opened. The Commercial bids of the technically qualified bidders will be evaluated as per the evaluation criteria mentioned below:

The lowest evaluated Financial Proposal (Fmin) will be given the maximum financial score F(n) of 30 points. The marks scored by the bidders as per the scoring criteria in 3.2 will be marked as T(n) and given a weightage of 70 points.

The Normalised financial scores F(n) of the other Financial Proposals will be computed as per formula for determining the financial scores given below:

$$F(n) = 30 \times F_{min} / F_b$$

Here, F(n) = normalized finance score for the bidder under consideration

F<sub>b</sub> = absolute financial score for the bidder under consideration

F<sub>min</sub> = minimum absolute financial score obtained by any bidder

The Bidder with highest **T(n) + F(n)** will qualify.

## **(II) FSSAI's right to accept or reject any or all bids**

- a) FSSAI reserves the right to accept or reject any bids and to annul the bidding process and reject all bids at any time prior to award of contract, 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 FSSAI's action.

- b) The acceptance of tender will rest with FSSAI which does not bind itself to accept the lowest bid and reserves the right to reject any or all the tenders received without the assignment of any reason.
- c) All the bids in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.
- d) The FSSAI does not bind itself to accept the lowest or any tender and reserves the right of accepting the whole or any part of tender and bidder shall be bound to perform the same at the rate quoted.
- e) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected
- f) The Bidder **cannot subcontract** the work at any stage without prior written approval from the FSSAI.
- g) 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.
- h) All deviations from the Terms, Conditions and other details of Tender Document should be separately and clearly submitted.
- i) This tender document is not transferable.
- j) Modification or Withdrawal of Offers is not permissible after its submission. If the offer is withdrawn before the validity period, the EMD will stand forfeited.
- k) 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.
- l) The request for such clarifications and the response will necessarily be in writing.
- m) In case of any dispute related to this tender notice, the same shall be subject to the Jurisdiction of Delhi Courts only.

**4.1 Technical Bid Form**

1.	Name of the Work	Proposal for Selection of Public Relations Firm for FSSAI.
2.	Name & Address of the firm, Tel/Fax/Email Details	
3.	CST No./ VAT No.	
4.	Registered Address	
5.	Name of the Contact Person(s) with contact numbers	
6.	Date of Establishment of Company (enclose evidence) (Should be in existence for last five years)	
7.	Total work experience (In years)	
8.	Annual Turnover (enclose balance Sheet and CA's Certificate) 1) 2008-09 2) 2009 -10 3) 2010 - 11 4) 2011-12	
9.	Is your firm a Proprietorship / Partnership or registered under the Companies Act. Please give details & enclose relevant Certificate	

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10.	Details of the Headquarter:  Address:  Number of employees Editorial staff Staff involved in media liaison work Translators Designers Technical Others  Type of latest instruments and software that office possesses: (computer/scanner/printer etc)	
11.	Other Branches in the country:  (Enclose details with address & Telephone No.)	
12.	Infrastructure if any in the 04 Metros	
13.	List of present clients and type of services provided: (enclosed details)	
14.	List of government bodies the firm worked/working with and the type of services provided: (Enclose details)	
15.	Details of past experience in the same line as per the scope of work(it should be supported by necessary documentary evidence)	
16.	Details of Income Tax Registration: (Enclose PAN Details)	
17.	Service Tax Registration details: (Enclose copy of latest service tax clearance certificate)	
18.	Nature of Company whether exclusive Company or Separate Division (enclose details)	

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19.	Any special technical certifications or Awards	
20.	Any other information	

<b>Bidding Agency details</b>	<b>Primary Contact</b>	<b>Secondary Contact</b>
Name		
Title		
Company Name		
Address		
Phone		
Mobile		
Fax		
Email		

**I /We declare that I/We have examined the terms and conditions mentioned in the Bid document and accordingly agree and accept the same for tender/bid filing.**

**Signature of the Authorized Representative of Bidder/Tenderer**

**Date:**

**The above tender cum bid format should be typed on the official letter head of the bidder. Separate sheet is to be enclosed if the space provided is not sufficient for the data to be provided. List of enclosures should be attached with the bid form.**

**4.2 Checklist for Enclosures in Technical Bid**

**I) Request for proposal for selection of Public Relations Firm.**

Sl. No.	Name of the documents	Yes/No	Reason (If Any)
1.	Tender fees Rs. 5000/-		
2.	EMD OF Rs. 1,25,000/-		
3.	Total work experience in the same line as per the scope of the work (in years)		
4.	Annual Turnover (enclose balance Sheet and CA's Certificate) 1) 2009 -10 2) 2010 - 11 3) 2011-12		
5.	Copy of Registration of 1. Company / Firm / Society 2. VAT 3. Service Tax 4. PAN		
6.	Financial Status of Bidder, with a CA certificate stating that the Bidder has more than Rs.1 Crore of revenue from Public Relations activities, in the last three financial years (2009-10, 2010-11 & 2011-12)		

Signature: -

Name of the Authorized signatory: -

Designation: -

Office Seal



### 4.3 FORM FOR FINANCIAL STATUS OF THE BIDDER

Fill in the blanks for each of the last three fiscal years, duly certified by Chartered or Public Account or Chamber of Commerce or Banks.

2009 - 10    2010 - 11    2011 - 12

1. Share Capital (INR)
2. Paid up Capital (INR)
3. Free Reserve (Gross) (INR)
4. Unallocated Balance  
Surplus (INR)
5. Expenses not written - off (INR)
6. Total assets (INR)
7. Total liabilities (INR)
8. Current credit resources (INR)
9. Contingent Liability (INR)  
(give in details)
10. Total profit before tax (INR)
11. Total profit after tax (INR)
12. Total loss (gross) (INR)
13. Turnover from contracting during  
the financial year (INR)
14. Bank References and address

(Place and date)

Name & Signature

Certified by Auditor (CA) of the company

#### 4.4 Past Experience

For each project being shown as relevant past experience of providing services being described in the document, please provide a profile based on the following template.

Please provide only broad details of the projects.

<b>Customer Information</b>		
1	Customer Name	
2	Name of the contact person from the client organization who can act as a reference with contact coordinates	
	Name	
	Designation	
	Address	
	Phone Number	
	Mobile Number	
	Email ID	
<b>Project Details</b>		
3	Project Title	
4	Start Date / End Date	
5	Current Status (In Progress / Completed)	
6	Number of responding firm's staff deployed on this project (peak time)	
<b>Value of the project</b>		
7	Order value of the project (in Rupees lakhs)	

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8	Narrative description of project: (Highlight the components /services involved in the project that are of similar nature to the project for which this Tender is floated.	
9	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated.	
10	Description of the key areas where significant contribution are made for the success of the project.	
11	Order Copies & Performance Certificate received from Client is to be attached with this statement.	

### 4.5 Manpower requirements

The firm should be fully equipped with trained and skilled PR professionals and should have the latest equipment such as computers, scanners, high speed photocopy machines etc. at its offices in Metro cities, especially in Delhi.

#### 4.5.1 Manpower requirements at Delhi

- The presence of a liaison officer/ member representing the Public Relations Firm is required in Food Safety and Standards Authority of India office in Delhi.
  - This person at Delhi may be asked to remain present full time at the Food Safety and Standards Authority of India office depending upon the requirement. The office space and necessary arrangements will be provided by FSSAI.
  - The liaison officer at Delhi should preferably hold a masters degree in political science/mass media or journalism with at least 5 years experience working in a PR Firm and direct experience in dealing with Central/State government or government agencies, press and media.
  - The liaison officer at Delhi must also be experienced in carrying out projects on a
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national level. Impeccable communication skills in English and Hindi are essential.

#### 4.5.2 Personnel

##### Part 1: Key Personnel

Using the format below, please provide the summary information on the profiles you propose to include for evaluation and the roles they are expected to play in the project:

S.No.	Proposed Role	No. of Resources	Area of Expertise	Key Responsibilities

##### Part2: CV for Professional Staff Proposed

Please provide detailed professional profiles of the staff proposed for evaluation. The profile for a single member must not exceed two pages.

S. No.	Description	Details
1	Name	
2	Designation	
3	Role proposed for	
4	Languages known	
5	Current responsibilities in the responding firm	
6	Total years of relevant experience	
7	Years of experience with the responding firm	
8	Educational Qualification:	
	Degree	
	Academic institution graduated from:	
	Year of Graduation	

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	Specialization (if any)	
9	Professional certifications (if any)	
10	Professional Experience details (project-wise):	
	Project name	
	Client	
	Key project features in brief	
	Location of the project	
	Designation	
	Role	
	Responsibilities and Activities	
	Duration of the project	
11	Details of relevant Government Experience (if any)	
12	Covering Letter: Summary of the Individual's experience which has direct relevance to the project	

Each CV must be accompanied by the following undertaking from the each staff member:

### **Certification**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member]

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## Request For Proposal for the PR Firm

Date:

(Authorized Signatory)

Name: \_\_\_\_\_

Designation & Authority: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Request for Proposal for Public Relations Firm for Food Safety and Standards Authority of India

Stamp: \_\_\_\_\_

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

### **4.6 Extension of Contract:**

The contract will be initially for a year and may be extended for another two years subject to satisfactory performance and mutual agreement.

### **4.7 Termination**

Under this Contract, the Food Safety and Standards Authority of India may, by written notice terminate the services of the Firm in the following ways:

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- a) Termination by default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by FSSAI
  - b) The Food Safety and Standards Authority of India by written notice sent to the Firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice or termination shall specify that termination is for the Food Safety and Standards Authority of India's convenience, the extent to which performance of the Firm under the Contract is terminated, and the date upon which such termination becomes effective.
  - c) Food Safety and Standards Authority of India may at any time terminate the Contract by giving a written notice to the Firm, if the Firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or
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remedy which has accrued or will accrue thereafter to the Food Safety and Standards Authority of India.

In all cases, termination shall be executed by giving written notice to the Firm. Upon termination of the contract, payment shall be made to the Firm for:

1. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination.
2. Any expenditure actually and reasonably incurred prior to the effective date of termination.

No consequential damages shall be payable to the Firm in the event of such termination.

### **4.8 Force Majeure**

Notwithstanding anything contained in the terms of reference, the Firm shall not be liable for liquidated damages or termination for default, if and to the extent that, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the Firm and not involving the Firm's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the Food Safety and Standards Authority of India regarding Force Majeure shall be final and binding on the Firm.

If a Force Majeure situation arises, the Firm shall promptly notify the Food Safety and Standards Authority of India in writing, of such conditions and the cause thereof. Unless otherwise directed by the Food Safety and Standards Authority of India in writing, the Firm shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **4.9 Taxes and Duties**

The Firm shall fully familiarise itself with the applicable Domestic taxes (such as VAT, Sales Tax, Service Tax, Income Tax, duties, fees, levies, etc.) on the amount payable by the Food Safety and Standards Authority of India under the contract. The Firm and personnel shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

**Form 5.1: Financial Bid Form**

Items	Bid in Rupees (including all taxes)
<p>Cost of the PR services to be provided by the selected firm (as mentioned in the Project Details in Section 2.2) on a monthly retainership basis.</p> <p>Note: This does not include the costs of conducting events (press conferences, events, exhibitions, road shows etc.) and the expenses like transport/stay/food provided to the journalists. It will be given as actual. Specific mention should be made of the taxes applicable along with the taxation rates.</p>	
<p>In Words (Rs .....)</p>	

Authorized Signatory

Seal of Company



## 5.2: Terms and Conditions

### I) Contents of the 3 Envelopes

**Envelope 'A'** shall be super scribed as '**Eligibility Criteria**'. The following documents duly placed in a **file shall be inserted inside Envelope A:**

a) Cost of Bid document in the form of Demand Draft/Pay order drawn in favour of "Sr. Account Officer, Food Safety and Standards Authority of India" for Rs.5,000/-.

b) Bid Earnest Money in the form of Demand Draft/Pay Order for Rs. 1,25,000/ – **Annexure I.**

OR

**Bid Earnest Money in the form of Bank Guarantee – Annexure II.**

c) Eligibility Criteria Response Sheet – Para No.3.1.

d) Declaration of Acceptance of RFP Terms and Conditions – Annexure III.

e) Declaration of Acceptance of the Scope of Work – Annexure IV.

f) Declaration regarding Clean Track by Bidder – Annexure V.

g) Last three years audited financial statement along with auditors' reports.

h) Copy of this RFP document duly sealed and signed by the authorized signatory on every page.

**Envelope 'B'** shall be super scribed as '**Technical Bid**':

The following documents duly placed in a file, shall be inserted inside Envelope B:

a) Technical Specifications Compliance – Para No.4.1 (with all the details and relevant enclosures).

The Technical Bid envelope shall not include any financial information. If the Technical Bid contains any financial information the entire Bid will be rejected.

**Envelope 'C'** shall be super scribed as '**Commercial Bid**':

a) Commercial Offer Form – Para No.4.7.

(The commercial proposal should be inclusive of all taxes).

## **II) Deadline for Submission**

The last date of submission of bids is given in Section 1, unless amended by FSSAI through its website.

**III) Extension of Deadline for submission of Bid**

FSSAI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through NPCI website, in which case all rights and obligations of FSSAI and Bidders will thereafter be subject to the deadline as extended.

**IV) Late Bid**

Bids received after the scheduled time will not be accepted by the FSSAI under any circumstances. FSSAI will not be responsible for any delay due to postal service or any other means.

**V) Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

No Bid will be modified after the deadline for submission of bids.

**VI) Price**

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever and therefore no request for any escalation of the cost / price shall be entertained.

**VII) Validity of RFP Response:**

The request for proposal response submitted by the applicants shall be valid for a period of three months after the date of RFP response opening prescribed in this document. A RFP response valid for shorter period may be rejected as non-responsive.

**VIII) Earnest Money Deposit**

An EMD of Rs.1,25,000/- in the form of Demand Draft payable at New Delhi drawn in favour of “Sr. Accounts Officer, FSSAI” valid for a period of three months must be submitted along with the proposal. In case the same is not furnished by the Applicants at the time of submission of the bids, the tender is liable to be summarily rejected and no further correspondence in this regard shall be entertained. The EMD will be returned to unsuccessful bidders within a period of 30 days from the date of award of contract.

**IX) Performance Guarantee**

Selected lowest bidder will be required to submit Performance Guarantee to the tune of 10% of the total value of the contract in the form of Bank Guarantee valid for two months beyond the expiry of the contract prior to signing of the contract. Failure to provide such guarantee will result in disqualification and the contract will be awarded to the next lowest bidder and the bid security shall be forfeited.

**X) Liquidated damages**

In the event of the successful bidder's default in maintaining the agreed time frame/ scheduled set of activities as laid down in the contract, FSSAI shall have the right to cancel the contract at any time and make alternative arrangement at the discretion of FSSAI, in which case extra expenditure involved, will be recovered from the successful bidder. In the alternative, successful bidder shall be liable to pay liquidated damage @ 1 % per day subject to a maximum of 5% as an agreed pre-estimate of the damage suffered.

**XI) Payment Terms**

Standard payment terms as per Government of India Rules will be applicable.

**XII) Signing of Contract**

At the same time as the FSSAI notifies the successful bidder that its bid has been accepted, FSSAI would send the bidder the Contract Form, incorporating all agreements between the parties. On receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the FSSAI

**XIII) Corrupt, fraudulent and unethical practices**

FSSAI will reject a proposal for award and also may debar the bidder for future tenders in FSSAI, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for or in executing a contract. The bid security will also be forfeited. Further, for the successful bidder, in case the bidder doesn't fulfil the terms & conditions of the contract and the scope of work, the Performance security will be forfeited.

**XIV) General / miscellaneous:**

(a) The prospective bidder should notify FSSAI of any error or discrepancy found in this RFP document. A prospective bidder, by responding to FSSAI, will be deemed to have accepted the terms and instructions and disclaimer.

(b) FSSAI may, in its absolute discretion, seek additional information or material from any bidder after the RFP closes and all such information and material provided must be taken to form part of the bidder's response.

(c) Bidders should provide details of their contact person, telephone, fax, email and full address etc. to ensure that replies to RFP could be conveyed promptly.

(d) No binding relationship will exist between any of the bidders and the FSSAI until execution of a contractual agreement.

(e) Subject to any law to the contrary, and to the maximum extent permitted by law, FSSAI, its officers, employees and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence omission, default, lack of care or misrepresentation on the part of FSSAI or any of its officers, employees or advisers.

## **XV) GENERAL CONDITIONS OF CONTRACT (GCC)**

### **Definitions**

In this contract, the following terms shall be interpreted as indicated. Terms defined in general instructions to bidders section shall have the same meaning.

## Request For Proposal for the PR Firm

- a) **Bidder** means any company/firm offering the facility, service(s) and/or materials required in the RFP. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom FSSAI signs the agreement for rendering of services
  - b) **Financial bid** means that part of the offer that provides price schedule and total costs which will include cost of consumables.
  - c) **Firm/Company** means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
  - d) **Technical bid** means that part of the offer that provides information to facilitate assessment by FSSAI, professional, technical and quality standing of the bidder and the facilities offered by him and their conformity to requirements.
  - e) **Contractor** means successful bidder with whom FSSAI enters into an Agreement or Contract for providing PR services.
  - f) **Employer** means FSSAI with whom the contractor would enter into an agreement/contract for providing PR services.
  - g) **Specification** means the functional and technical specifications or statement of work, as the case may be.
  - h) **Two part bid** means the technical and financial bids, each put in a separate cover
-

and their evaluation is sequential and in that order.

- i) **Goods and services** mean the facility (s), service(s), materials or a combination of them in the context of the tender call and specifications.
- j) **“FSSAI”** means Food Safety and Standards Authority of India.
- k) **“Contract”** means the agreement entered into between the FSSAI and the bidder, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- l) **“Contract price”** means the price payable to the bidder under the contract for the full and proper performance of its contractual obligations;
- m) **“Incidental services”** means services which are ancillary to the supply of the goods and services and other obligations of the bidder covered under the contract;

n) **Application**

These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.

o) **Use of documents and information**

The bidder shall not, without prior written consent from FSSAI, disclose/share/use the bid document, contract, or any provision thereof, or any information furnished by or on behalf of the FSSAI in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence keeping in mind the security protocol and shall extend only as far as may be necessary for purposes of such performance.



The Bidder shall not, without prior written consent of FSSAI, make use of any document or information made available for the project, except for purposes of performing the Contract.

Documents/publications/publicity material will have FSSAI copyright.

All project related documents (including this bid document) issued by FSSAI, other than the contract itself, shall remain the property of FSSAI and shall be returned (in all copies) to the FSSAI on completion of the bidder's performance under the contract if so required by the FSSAI.

**p) Prices**

Prices shall be quoted in Indian rupees. Prices charged by the bidder for the services performed under the contract shall not vary from the prices quoted by the bidder in its bid, with the exception of any price adjustments authorized in special conditions of contract i.e. extension of contract on satisfactory performance and mutual agreement.

**q) Changes in Quantity/Orders**

FSSAI may, at any time, by written order given to the bidder, make changes of the quantities to be specified in the agreement as per requirement. If any such change causes an increase or decrease in the cost of, or the time required for, the bidder's performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause must be asserted within fifteen (15) days from the date of the bidder's receipt of the change order.

FSSAI reserves the right to place order with the Agency for all or some of the activities enlisted in the RFP and the payment will be made as per the work entrusted to the Agency.

r) **Contract Amendment**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

s) **Termination of the Contract for default**

The FSSAI may terminate the Contract forthwith by giving a 30 days notice in writing to the Contractor, if the latter a) Commits a breach of the contract agreement which in the case of a breach capable of remedy shall not have been remedied within 10 days of the receipt of the notice from the FSSAI identifying the breach and requiring its remedy; b) Commits a series of persistent breaches, however minor, whether remedied or not; c) In the opinion of the FSSAI, fails to provide the services of the standard the Authority might reasonably expect, whether in terms of quality, availability and timeliness or otherwise; d) Fails to perform or observe the terms & conditions of this RFP; e) Goes into liquidation or a receiver is appointed or in the case of an individual becoming bankrupt and is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager

or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the FSSAI means that the Contractor may be unable to pay its debts.

**t) Termination of Contract for convenience**

The FSSAI may at any time terminate the Contract with or without reason on giving the Bidder 10 (ten) day's written notice. The notice of termination shall specify that the termination is for the FSSAI convenience, the extent to which performance of the Bidder under the contract is terminated and the date upon which such termination becomes effective. In such case, the bidder would be eligible for (a) Payments under payment provisions of the Contract Agreement for those services rendered before the effective date of termination; and (b) Any reasonable costs incurred by the Contractor and directly attributable to the termination of the Contract Agreement, subject to the relevant clauses pertaining to the payment and the other Terms of Reference of assignment. The decision of the FSSAI in this regard shall be final and binding on the Bidder.

**u) Resolution of Disputes**

i. The FSSAI and the Bidder shall make every effort to resolve amicably by direct informal discussion/ negotiation any disagreement or dispute arising out of or in connection with the Contract or related thereto, whether directly or indirectly or the breach, termination, enforcement, interpretation or validity thereof, including the determination of scope or applicability the Contract.

ii. A dispute within the meaning of this clause exists once one Party notifies the

other in writing of the nature of the dispute and requires the resolution of the dispute in terms of this clause.

iii. Within 10 (ten) business days following such notification, the Parties shall seek an amicable resolution to such dispute by referring such dispute to designated representatives of each of the parties for their negotiation and resolution of the dispute. The representatives shall be authorized to resolve the dispute.

iv. In the event of the negotiation between the designated representatives not resulting in an agreement or resolution of the dispute within 10 (ten) business days thereafter, the Parties must refer the dispute for resolution to the CEO, FSSAI by way of mediation.

v. The periods of negotiation or discussion may be shortened or lengthened by written agreement between the parties.

vi. The decision given by the CEO, FSSAI shall be final and binding on both Parties.

vii. The Contract shall be interpreted in accordance with the laws of the Union of India and the Parties agree to submit to the Courts of Delhi/ New Delhi.

viii. FSSAI reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this RFP.

v) **Governing Language**

The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in same language.

w) **Governing law and jurisdiction**

The validity and performance of the Contract Agreement shall be governed by Indian law and the parties hereby submit to jurisdiction of New Delhi/ Delhi courts only.

x) **Notices**

Any notice, request or other communication to be given or served pursuant to the Contract Agreement shall be in writing and addressed as the case may be as follows:

<p><b>Advisor,</b> <b>Food Safety and Standards Authority</b> <b>of India,</b> <b>FDA Bhawan,</b> <b>Kotla Road,</b> <b>New Delhi – 110002 .</b></p>
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**Annexure I – Pre Qualification Bid Letter**

To

The Chief Executive Officer,  
Food Safety and Standards Authority of India,  
FDA Bhawan, Kotla Road,  
New Delhi – 110 002

**Subject: Request for Proposal for Selection of Public Relations Firm for FSSAI – reg.**

\_\_\_\_\_

We, the undersigned Bidders, having read and examined in detail all the RFP documents do hereby propose to provide the services as specified in the RFP document dated <DD/MM/YYYY> along with the following:

a) EARNEST MONEY DEPOSIT (EMD)

We have enclosed an EMD in the form of a Demand Draft / Bank Guarantee for the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_only). This EMD is liable to be forfeited in accordance with the provisions of the *Terms and Conditions* of the Contract.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name:

Designation:

Seal:

Date:

Business Address:

**ANNEXURE II – FORMAT OF PERFORMANCE BANK GUARANTEE**

Date:

**Beneficiary:**

Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi – 110 002

Performance Bank Guarantee No:

We have been informed that----- ( hereinafter called “the **Service Provider**”) has received the order no. “-----” **dated** ----- issued by Food Safety and Standards Authority of India (**FSSAI**), for ----- (hereinafter called “**the Order**”).

Furthermore, we understand that, according to the conditions of the Order, a Performance Bank Guarantee is required.

At the request of the Service Provider, we -----(name of the Bank), the issuing Bank to furnish the details of its incorporation, and having its registered office at ----- and, for the purposes of this Guarantee and where claims are payable, acting through its ---- branch presently situated at ----- (hereinafter referred to as "**Bank**" which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding in total an amount of **Rs.----- (in figures) (Rupees------(in words)----- only)** upon receipt by us of your first demand in writing on or before -----(Date) declaring the Service Provider to be in default under the order, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

## Request For Proposal for the PR Firm

Please note that you may, if you so require, independently seek confirmation with – (Bank Name & Issuing branch address) -----  
-----, that this Bank Guarantee has been duly and validly issued.

Notwithstanding anything contained in the foregoing:

a) The liability of ----- (Bank), under this Bank Guarantee is restricted to a maximum total amount of Rs. -----<Amount in figures and words>.

b) The liability of ----- (Bank), under this Bank Guarantee is finally discharged if no claim is made on behalf of FSSAI within three months of the expiry of the validity period of this Bank Guarantee viz. from -----.

c) Our liability pursuant to this Bank Guarantee is conditional upon the receipt of a valid and duly executed written claim or demand, by ----- (Bank)-----  
----- (Address), delivered by hand, courier or registered post, or by fax prior to close of banking business hours on ----- (Date) failing which all rights under this Bank Guarantee shall be forfeited and ----- (Bank), shall stand absolutely and unequivocally discharged of all of its obligations hereunder.

This Bank Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of New Delhi shall have exclusive jurisdiction.

Kindly return the original of this Bank Guarantee to -----  
----- (Bank & Its Address), upon the earlier of (a) its discharge by payment of claims aggregating to Rs. ----- <Amount in figures & words>, (b) Fulfilment of the purpose for which this Bank Guarantee was issued; or (c) <Claim Expiry Date>

All claims under this Bank Guarantee will be made payable at -----  
----- (Bank & Its Address).

**{Signature of the Authorized representatives of the Bank}**



**Annexure III – Declaration for Acceptance of RFP Terms and Conditions**

To

The Chief Executive Officer,  
Food Safety and Standards Authority of India,  
FDA Bhawan, Kotla Road,  
New Delhi – 110 002

**Subject: Request for Proposal for Selection of Public Relations Firm for FSSAI – reg.**

I have carefully gone through the Terms & Conditions contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure IV – Declaration for Acceptance of Scope of Work**

To

The Chief Executive Officer,  
Food Safety and Standards Authority of India,  
FDA Bhawan, Kotla Road,  
New Delhi – 110 002

**Subject: Request for Proposal for Selection of Public Relations Firm for FSSAI – reg.**

\_\_\_\_\_

I have carefully gone through the Scope of Work contained in the above referred RFP document. I declare that all the provisions of this RFP are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

**Annexure V - Declaration regarding Clean Track by Bidder**

*(On Bidder's Letterhead)*

To

The Chief Executive Officer,  
Food Safety and Standards Authority of India,  
FDA Bhawan, Kotla Road,  
New Delhi – 110 002

**Subject: Request for Proposal for Selection of Public Relations Firm for FSSAI – reg.**

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I have carefully gone through the Terms and Conditions contained in the above referred RFP. I hereby declare that my company/firm is not currently debarred/black listed by any Government / Semi Government organizations/ Institutions in India or abroad. I further certify that I am competent officer in my company/firm to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Request for Proposal Notice

Offers are invited through tendering by Food Safety and Standards Authority of India, New Delhi for appointment of a Public Relations Firm. Details of the Request for Proposal are available at [www.fssai.gov.in](http://www.fssai.gov.in) from 24/12/2013 to 15/01/2014.

Sd/-  
Advisor, FSSAI