



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



"Tender Notice"

Food Safety & Standards Authority of India (FSSAI), Ministry of Health and Family Welfare, Government of India, invites sealed bids in two separately covered, one technical and second financial, for the maintenance of official website of FSSAI (English and Hindi), from website Developers for managing and providing all support services for maintenance and updation. The AMC period shall be for one year, from 1.4.2012 to 31.3.2013, extendable to a maximum of two more years, subject to satisfactory performance.

SCOPE OF WORK
AMC for the maintenance of Official website
Of

**Food Safety & Standards Authority of India (FSSAI),
Ministry of Health and Family Welfare,
GOVERNMENT OF INDIA**

Tender No. : F.no 2-15/ New Website/ FSSAI 10

**Food Safety & Standards Authority of India (FSSAI),
Ministry of Health and Family Welfare,**
Government of India
3rd floor, FDA Bhawan,
Kotla Road, New Delhi -110 002.
Tel: 011-23220994
Email: vaidehi@fssai.gov.in
Website: www.fssai.gov.in



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“Notice Inviting Tender”

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A. General:

1. Tender Document can be downloaded from the website (www.fssai.gov.in)

2. Details of Bid: -

- a) Bid Reference : Tender No (F.no 2-15/ New Website/ FSSAI 10)
- b) Last date & time of receipt of bid: 5th March 2012, 15:00 Hrs
- c) Opening of Technical bids: Dated, 5th March 2012, 15:30 Hrs.
- d) Opening of commercial Bids: Shall be intimated later.
- e) Place of receiving the bid/Address for communication:

**General Admin Department
Food Safety & Standards Authority of India (FSSAI),
Ministry of Health and Family Welfare,
Government of India
3rd floor, FDA Bhawan,
Kotla Road, New Delhi -110 002**

- f) Cost of Tender Documents: Rs. 500/- (Rupees Five Hundred only)
 - a. (DD/ Bankers Cheque)
- g) EMD : Rs. 25,000/- (Rupees Twenty Five Thousands Only)
 - a. (DD/ Bankers Cheque)
- h) Performance Bank Guarantee: 10 % of the AMC contract
 - a. (After awarding Contract)
- i) Contact person : Ms.N.C.Vaidehi, Dy. Director
Telephone: 011-23231679
Email: vaidehi@fssai.gov.in

3. Bidding Procedure

- a) Bids are invited in two Bid systems, (1) "Technical Bid" and (2) "Financial Bid", which shall be sealed separately and enclosed in a single sealed envelope.
- b) The "Technical Bid" must be accompanied by a Bid Security in the form of an Earnest Money Deposit (EMD) of an amount of Rs.25, 000/- (Rupees Twenty Five Thousands only) in the form of a Bank draft/Banker's Cheque, issued by any Nationalized Bank in favor of Sr. AO (FSSAI), payable at New Delhi.
- c) The "Technical bid" must be accompanied by a "Tender Fee" of Rs. 500/- (Five Hundred only) in the form of a Bank draft/Banker's Cheque, issued by any Nationalized Bank in favor of Sr. AO (FSSAI), payable at New Delhi.
- d) The Technical Bids without "Bid Security" & "Tender Fee" will be summarily rejected. Requirement of EMD is exempted for those bidders like State/Central PSUs and Government of India Societies (established under relevant Act).
- e) The Technical Bids of all the bidders will be opened on pre scheduled date, time & venue. If the Bid opening could not held on pre scheduled date, time, then all bidders/applicants will be informed individually about the rescheduled date & time.
- f) The Commercial Bids of only successful Technical Bidders will be opened later and technically successful bidders will be informed accordingly.
- g) Sealed Bids shall be received within the Last date and time mentioned. No Bids will be accepted after this date & time under any circumstances. This office will not be responsible for any postal/courier delay and also for reasons beyond the control of this office.
- h) All relevant rules and regulations of FSSAI will be final and applicable & binding on all bidders.

- i) Tenders may also please note that, as per relevant rules, any advance to the Bidder may require submission of a valid bank guarantee in lieu of the advance amount to be paid.
- j) Further, the successful bidder shall submit a Performance Bank Guarantee of 10 % of the AMC contract, after award of the AMC, and ensure the required AMC services throughout the AMC period.

4. Eligibility / Qualification Criteria:

- a) The bidder shall preferably be a Government Department / organization / Society (registered and or established under relevant central Acts) or those who have been approved by / served to any Government Department / organization.
- b) The bidder shall have 5 years experience, preferably in website creation / development, maintenance & other related matters as given below:-
 - i. Development of at least two portals of similar nature for Government Customers, i.e. more than 5000 pages of static content and database driven dynamic content / interactive content.
 - ii. E-Publishing in web, CD or other electronic media.
 - iii. Support team should be proficient in html, ASP.NET, C#, MS-SQL Server RDBMS, FLASH, Applets, serve lets, XML and content management Tools.
 - iv. Domain knowledge of the Food sector is preferable.
- c) The bidders who are currently serving any similar Government department/organization will be given preference.

5. Required Documents as a part of Technical Bid & Place of Service

The bidder shall enclose copies of the following documents as a part of Technical Bid:

- i. Registration or Incorporation Certificate
 - ii. Service tax registration certificate
 - iii. Income Tax PAN Number
 - iv. Purchase/Work orders from at least two Government customers regarding creation and maintenance of websites.
 - v. Detailed project profiles for at least two Government portals/websites created and maintained by the bidder.
 - vi. Letter from at least two Government customers regarding Satisfactory Performance of the bidder for providing services for website creation and maintenance.
- d) The place of service shall be at FSSAI HQ, New Delhi.

6. Period of validity of bid:

The bid shall remain valid for 60 days after the date of bid opening. If any bidder withdraws his tender before the said period, FSSAI shall without prejudice to any other right or remedy, be at liberty to forfeit the Bid Security absolutely.

7. Submission of Bids:

- a) The first envelope shall be super scribed with "**AMC for the maintenance of Official website**" and "**Technical Bid**" in capital letters. The first envelope shall be opened on 5th March 2012.
- b) The bidder should specifically provide full technical details of the service offered as per Annexure A and also shall provide full details of deviation they intend to make from the **Scope of Work** and contract terms detailed in the Bid.

- c) No price details shall be given in this envelope. Violation to this would result in invalidation of tender.
- d) The Bid Security shall be enclosed with the envelope marked "Technical Bid".
- e) The second envelope shall be super scribed with the "**AMC for the maintenance of Official website**" and the words "**Financial Bid**" in capital letters.
- f) It shall contain full details of the price & commercial conditions. Any deviation from our standard conditions shall be specifically spelt out.
- g) Silence or use of the word "Noted" against any of the Bid conditions shall mean bidder agrees to comply with that/those conditions of Bid.
- h) All offers shall be made available in hard copies as per the Tender Document and should be signed by the authorized signatory of the firm on all the pages of the hard copy.
- i) The Financial Bid shall be submitted as per Annexure B.
- j) No bid may be modified subsequent to the deadline for submission.
- k) Any firm will not be allowed to participate in the bid, if the firm is having any pending disputes with FSSAI.

8. Opening of Bids:

- a) FSSAI shall open the Technical bids on prescheduled time, date and venue in the presence of the bidders' representatives who choose to attend.
- b) The bidders' representatives who will be present shall sign in the designated register evidencing their attendance. In the event of the specific bid opening date being declared a holiday for FSSAI, the bid shall be opened at the same time and location on the next working day.
- c) FSSAI, at its discretion, may consider appropriate to announce the bidders' names, bid withdrawals, presence of bid security and other such details, at the bid opening.
- d) The Technical Bids shall be scrutinized later.
- e) Only those firms whose offers are found technically suitable shall be informed of the opening date of the second envelop i.e. "Financial Bid" through email / mail.

9. Clarification of Bids:

To assist the examination, evaluation and comparison of bids, FSSAI may at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

10. Evaluation of Bids:

- a) Fax/Telex and incomplete offers will be rejected.
- b) FSSAI shall examine the bids to determine whether:
 - i. They are complete
 - ii. Required "Bid Security" in the form of EMD, "Tender Fees" and Supporting Documents, etc have been furnished, and
 - iii. The documents have been properly signed.
- c) Evaluation of bids shall be done based on the information furnished by the bidders. The conformity of the bids to the Scope of Work and commercial terms and conditions shall be examined. Responsiveness of the bid shall be determined based on the technical and financial capability of the bidder to execute the AMC.
- d) 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 this clause, a substantially responsive bid is one, which conforms to terms and conditions of the bidding documents without material or commercial 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.
- iii. If there is a discrepancy between words and figures, the amount whichever is lower will prevail.
- iv. FSSAI may contact and verify bidder's information, references and data submitted in the bid without further reference to bidders.
- v. 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.
- vi. 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.
- vii. 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.
- viii. The comparison shall be made of total price of the service offered exclusive of all taxes.

11. 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. In such a case, the Bid Security shall be refunded and Tender Fee shall not be refunded.
- b) The acceptance of tender will rest with FSSAI which does not bind itself to accept the lowest bid and reserves itself the right to reject any or all the tenders received without the assignment of any reason.
- c) Canvassing in connection with tenders is illegal & strictly prohibited and the tenders submitted by the bidders, who resort to canvassing, will be rejected.

12. Prices:

Price charged by the Bidder for any services under the AMC shall not vary from the prices quoted by the Bidder in its bid.

13. Termination by default:

- a) FSSAI may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to Bidder, terminate the AMC in whole or part:-
 - i. If the Bidder fails to provide services/rectify the fault within the time period specified in the AMC or any extension thereof granted by FSSAI,
 - ii. If the Bidder fails to perform any other obligation(s) under the AMC.
- b) In the event FSSAI terminates the AMC in whole or in part, pursuant to Para 13a above, the Bidder shall continue the performance of the AMC to the extent not terminated.

14. Resolution of Disputes:

- a) FSSAI and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the AMC.
- b) If, after thirty (30) days from the commencement of such informal negotiations, FSSAI and the Bidder have been unable to resolve amicably the AMC dispute, FSSAI or Bidder may require that the dispute be referred for resolution to the formal mechanisms specified in the AMC. The formal mechanisms shall be as specified in the AMC, awarded by FSSAI to the successful bidder.

15. Applicable Law:

The AMC shall be interpreted in accordance with the laws of the Union of India & will be under the jurisdiction of court in Delhi.

16. Notices

- a) Any notices given by one party to the other, pursuant to the AMC, shall be sent in writing by letter or email.
- b) A notice shall be effective when delivered or on the notice's effective date, whichever is later.

17. Taxes and Duties

FSSAI shall pay only the service tax, as per rate applicable on the date of invoice, applicable on the AMC amount.

18. Special Conditions of AMC

The following Special Conditions of AMC shall supplement the General Conditions of Contract, whenever there is conflict provisions herein shall prevail over those in the General Conditions of Contract.

- i. Uploading of English and translated Hindi contents after formatting, according to the uploading / downloading web format (Like HTML, CSS, GRAPHICS, PDF etc), as & when required.
- ii. The graphical contents of the website should result in an eye-catching website, with a pleasant and appealing color-codes portraying activities of FSSAI.
- iii. The website should be optimized for load time, response time, navigation and search.
- iv. The optimization should cover all the areas like HTML, CSS, GRAPHICS, PDF, etc., and would be involved smaller page size and faster downloads.
- v. The website should be supported by all current browsers.
- vi. The appropriate website traffic data will be presented to FSSAI, monthly in a suitable format.
- vii. Records of updation in web contents of the both (English and Hindi) should be maintained to determine the performance of the site with respect to page load speed and these statistics will be stored and examined, on a monthly basis and analyzed.
- viii. Modification of Site Map as and when required.

19. Payment

The payment to the selected Bidder under the AMC shall be paid on Quarterly basis after completion of the quarter, against satisfactory performance of services required, as per Government of India rules.

20. Communication

For the purposes of all type of communication, the following shall be the address of FSSAI:
Food Safety & Standards Authority of India (FSSAI),
Ministry of Health and Family Welfare,
Government of India
3rd floor, FDA Bhawan,
Kotla Road, New Delhi -110 002

B. Technical: Scope of Work & Specifications

The AMC shall cover maintenance and regular updation and all associated activities linked with the AMC of FSSAI website, including updation of **English and Hindi** contents of the website of FSSAI. The following shall be covered under the scope of this work:-

- i. Maintenance and regular updation of the all associated activities linked with the work related to website.
- ii. Static information updation (As and when instructed by FSSAI, using the content provided by Content Manager or different departments of FSSAI through writing or email)
- iii. Maintenance & Checking for dead links of static pages.
- iv. Archival & Updation of new data provided by FSSAI along with updation of Sitemap.
- v. E-publishing of new Publications and e-Newsletter.
- vi. Re-design of Home Page (as and when required)
- vii. Content research and management (Uploading of the English & Hindi Contents on website).
- viii. Web marketing, (prominently access through major search engines like Google, Yahoo, Microsoft, etc.).
- ix. Maintenance and Updation of Food Safety Commissioner's Reporting System (.NET and MS-SQL Server based application) including the following:
 - a. Database Administration. The vendor will have to be efficient in managing MS SQL Server 2008 and above.
 - b. Trouble shooting and maintenance
 - c. Regular modifications of the software system as per requirements from FSSAI
 - d. Monthly Reports submitted by State Food Safety Commissioners.
- x. Following reports shall be made available about FSSAI site (Daily/Weekly/Monthly):-
 - a. Popular pages of site
 - b. Hit rate and source domains, countries and search engines
 - c. Average time spent onsite
 - d. List of referrers
 - e. Page wise hit rate
 - f. Content updation.
- xi. The links to other approved websites in the area of Food Safety shall be maintained and relevant information on Food Safety shall be downloaded as and when required.
- xii. Any other related work, if required. (During the AMC period, if scope of work is diversified requiring a different skilled man power than the one deployed, then the selected bidder shall have to provide the requisite caliber person to FSSAI and no additional amount will be paid. However the number of onsite support person shall remain one).
- xiii. The said website is hosted on NIC servers. NIC role is limited to hosting the website only. Updation and maintenance is the responsibility of vendor. The website is presently having data/information relating to:-
 - a. Static Content
 - b. Online Software
 - i. Updation of license database by FSSAI regional office.
 - ii. Food safety commissioner reporting system.
 - iii. Food Import Clearance System.
 - iv. Licensing/Registration System

Out of these, vendor is required to maintain only the Static Content and Food Safety commissioner reporting system, as the systems mentioned iii and iv are managed by National Institute of Smart Government (NISG) presently.

C. FSSAI's Terms and Conditions for the requirement of Man power onsite at FSSAI:

- a) AMC holder must depute a minimum of **One expert** onsite and extend additional supervisory or technical support from the bidder's office whenever required. They will work at FSSAI, New Delhi HQ, from 9.30 to 18.00 hrs on all working days as per Scope of Work.
- b) The minimum qualification of persons should be MCA / B-Tech with two years experience in .NET Programming, MS-SQL Server RDBMS, Website Maintenance, Administration and Management, Home page design, Graphics design, uploading of web pages, search optimization, etc.,
- c) Frequent changes in manpower without any justifiable reason will not be permitted.
- d) The person shall also generate reports and any other work related to online modules running as a part of FSSAI website.
- e) During the AMC period, if scope of work is diversified requiring a different skilled man power than the one deployed, then the selected bidder shall have to provide the requisite caliber person to FSSAI and no additional amount will be paid. However the number of onsite support person can remain one.

Annexure A: FORMAT FOR SUBMITTING THE TECHNICAL BID

On the Letter Head of the Bidder.

Tender are invited from only those firms which follow the following conditions:-

1. Firm must have an Office in DELHI/NCR.
2. Firm must have at least five years experience in maintenance of Official Website in Govt. Department Preferably in Delhi/NCR.
3. The firm should submit the following Information

1.	Name of the Bidder	
2.	Address of the Bidder, including Contact Person, Designation, address, telephone number, email and website.	
3.	Tender Fee	
4.	Bid Security	
5.	Enclosure of Supporting Documents	
	i. Registration or Incorporation Certificate	
	ii. Service tax registration certificate	
	iii. Income Tax PAN Number	
	iv. Purchase/Work orders from at least two Government customers regarding creation and maintenance of websites.	
	v. Detailed project profiles for at least two Government portals/websites created and maintained by the bidder.	
	vi. Letter from at least two Government customers regarding Satisfactory Performance of the bidder for providing services for website creation and maintenance.	
4.	Your Technical Proposal for effective fulfillment of Scope of Work and Technical Specifications mentioned in Scope B & C	

Signature: -

Name of the Authorized signatory: -

Designation: -

Office Seal: -

Annexure B: FORMAT FOR SUBMITTING THE FINANCIAL BID

Name of Work: AMC of the Official Website of FSSAI

S.No	Name of work	Period	Amount In Rs. (exclusive of Taxes)	Remarks, if Any
1.	As mentioned in Sections B: Technical & C: Terms & Conditions	One year		

NOTE: -

The comparison of the financial bid shall be strictly followed as per the total annual price (exclusive of taxes etc) quoted by the bidder.

Signature: -

Name of the Authorized signatory: -

Designation: -

Office Seal: -

Annexure C: Check list

Tender for AMC of Website maintenance of official Website of FSSAI

S.No	Name of the documents required
1.	Tender fees Rs. 500/-
2.	EMD OF Rs. 25000/-
3.	Enclosure of Supporting Documents
	i. Registration or Incorporation Certificate
	ii. Service tax registration certificate
	iii. Income Tax PAN Number
	iv. Purchase/Work orders from at least two Government customers regarding creation and maintenance of websites.
	v. Detailed project profiles for at least two Government portals/websites created and maintained by the bidder.
	vi. Letter from at least two Government customers regarding Satisfactory Performance of the bidder for providing services for website creation and maintenance.

Signature: -

Name of the Authorized signatory: -

Designation: -

Office Seal