

Inspiring Trust, Assuring Safe & Nutritious Food Ministry of Health and Family Welfare, Government of India

#### **NOTICE INVITING ONLINE BID**

"Self-hosted containerized solution for Document (Pdfs, Words, Excels, Images, Videos) compression and Document Comparison + Editor (Pdfs) "

## FOOD SAFETY AND STANDARDS AUTHORITY OF INDIA

MINISTRY OF HEALTH AND FAMILY WELFARE

# SEPTEMBER 2022 4<sup>TH</sup>FLOOR, FDA BHAWAN, KOTLA ROAD, NEW DELHI-110002

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#### 1 Introduction

#### 1.1 About FSSAI

The Food Safety and Standards Authority of India (FSSAI) has been established under Food Safety and Standards, 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.

### 1.2 Present System

**FoSCoS** (Food Safety and Compliance System): Food Safety and Compliance System is a unified application built on open-source platform, with enhanced features. FoSCoS is built for ease of doing food business in India. Food Business Operators (FBOs) apply for licence/registration certificates for their food businesses through FoSCoS system and FoSCoS is used by FSSAI officials to maintain regulatory compliance Pan India.

## **2** Instruction to Bidders

- **2.1** The Terms and conditions applicable as mentioned on GeM (Government e-Marketplace) portal document compression and comparison+ editor.
- **2.2** FSSAI reserves the right to cancel the Bid enquiry at any stage without assigning any reason and FSSAI shall not be responsible for any consequence thereof to any bidders. The bidders are requested to watch bid for any further corrigendum's, if published, in the bid.
- 2.3 Bidders are requested to study all requirements, instructions, scope of work and other information in the documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. The response to this bid should be full and complete in all respects. Failure to furnish all information required by the bid documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.
- **2.4** During evaluation and comparison of bids, the FSSAI may, at its discretion, ask the bidder for a clarification on his bid. No post-bid clarification on the initiative of the bidder will be entertained.
- **2.5** 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.
- **2.6** Effectiveness of Contract: This Contract shall come into effect from the start date as mentioned in the Contract Document. Any change in the date will be informed to the bidder through email.

- **2.7** Performance Standard: The Service Provider will perform under the contract with high standards of professional and ethical competence, integrity and transparency. The agency shall promptly replace any official assigned under this Contract that FSSAI considers unsatisfactory.
- **2.8** Bidder will be required to submit the invoice in formats prescribed.
- **2.9** Payment will be made with taxes after deducting penalties, 'TDS-as applicable' and subject to verification of the supporting documents by FSSAI.

## 3 Eligibility Criteria

### 3.1 Pre-Qualification Criteria for the Bid

The bidder's qualification will be determined taking into account the technical capabilities, bidder's financial, as well as the bidder's references and so on as mentioned in the pre-qualification criteria. It will be based upon the documentary evidence of the bidder's qualification submitted by the bidder and such other information as the FSSAI may deem necessary and appropriate. Bidders are requested to study the requirement and pre-qualification criteria carefully and submit the bids only if they fully satisfy/comply them.

Following points tables provide the qualifying criteria for the bidder:-

Parameter	Qualifying Criteria	Credential to be provided
Incorporation and Registration in India	Company registered in India under the Companies Act Or as Proprietary / Partnership Firm as the case maybe.	Copy of Partnership Deed or Memorandum and Article of Association of the Company, as the case maybe. Details of Registration under Shop & Establishment Act shall also be provided
Not Blacklisted Company	Should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services.  Should not be involved in business malpractices, such as evasion of Income Tax, GST etc.  Self-Declaration certificate to be enclosed.	Self Certificate

Turnover	1 Crore and above	Balance sheet	
	authorised by Charte		
		Accountant.	
Experience	5 years of past experience in	Documents	
	compression and comparison of	confirming the same.	
	documents.		

- a) Bidders not meeting the pre-qualification criteria are liable to be disqualified.
- b) FSSAI may choose to contact any or all of the customers referred by the bidder above as a proof of their experience, in order to obtain feedback from them, and may choose to disqualify the bidder based on the feedback received. The bidder shall provide all necessary assistance to arrange the same.
- c) Eligibility criteria may be relaxed for Start-ups (Micro & Small Enterprises or otherwise) in accordance with the Government Guidelines subject to their meeting of other technical specifications.

## 4 Scope of Work

**Document Compression:** 

- Objectives:
  - ➤ To compress existing documents (pdf, word, excel, image and/videos) in the server.
  - ➤ Compress and upload new documents on the fly from the web and mobile interface.

#### Features:

- ➤ Flutter and android plugin for document compression through our mobile interface.
- ➤ Angular 5 and above SDK plugin for document compression through our web interface.
- ➤ API based communication between the document compressor service and web and mobile interfaces.
- ➤ Self-hosted solution for compression of existing documents of size about 25 TB or more in the cloud and new documents through different user interfaces.
- ➤ Containerize scalable solution through Docker and/ Kubernetes
- ➤ Document compression and decompression as per FSSAI application requirement
- ➤ Storage of compressed documents in a file system

Document Comparison and editor:

## • Objective:

➤ Compare two documents and view all changes occurred between the two documents side by side by them highlighting with different colours. Enables editing of document wherever required

#### • Features:

- ➤ REST API based communication between the document comparator service and user interfaces.
- ➤ All deleted texts must be in a single colour and all new inserted texts must in another single colour.
- ➤ Text that has been replaced is considered a combination of deleted text and inserted text (Sample attached at Annexure A).
- ➤ Mobile responsive document comparison viewer.
- ➤ Self-hosted solution.
- ➤ Containerize scalable solution through Docker and/ Kubernetes

### 4.1 Technical Proposal:

The Technical Proposal should have the solution-based approach, methodology, product workflow, flowchart, product documentation and the timeline required by vendor to install, configure, go live and their integration with FoSCoS.

## 4.2 Support & Training

- i. Bidder shall adhere to the SLAs.
- ii. The SLA parameters shall be monitored on a Quarterly basis as per the individual SLA parameter requirement. However, if the performance of system/ services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of FSSAI or it's nominated agency, then FSSAI will have the right to take appropriate actions including termination of contract.
- iii. The Service Provider should provide Help desk support (online).
- iv. The Successful Bidder i.e. contractor should manage the entire software. Maintenance and management will be the responsibility of the bidder.

## 4.3 Monitoring

- The Service Provider may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in an automated way.
- ii. All the complaints cases will be initiated within same day and the Service Provider will have to ensure that the problems may be solved on the same day itself.

#### 5 TECHNICAL & FINANCIAL EVALUATION.

#### 5.1 Bid Evaluation Committee

- i. The Bid Evaluation Committee constituted by the FSSAI shall evaluate the bids.
- ii. The decision of the TEC in the evaluation of the Technical and Financial bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidders meets the requirements as outlined in the BID Document.

#### 5.2 Technical Evaluation of Bids

- i. A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Price Bid evaluation. TEC will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the BID i.e. signed and accepted bid documents in complete form, including Authorization letter. In order to reach such a determination, TEC will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this BID.
- ii. During the Scrutiny of the Technical bid by the designated TEC appointed by the competent authority, necessary clarification, if any, required by the FSSAI shall be furnished by the bidder within time given by the FSSAI for the same. FSSAI is at liberty to verify any or all the documents submitted by the bidders even by referring to third parties. After the technical evaluation is completed, opening of the Price bids will be done.
- iii. The process of technical evaluation as specified in GeM will be applicable.
- iv. The technical evaluation of bids will be carried out to ensure compliance with requirements mentioned in the BID. A minimum of 60 marks should be scored in the technical proposal for the bid to be declared technically qualified.
- v. Technical evaluation will include the following parameters: -

a.	Approach and Methodology of the Functionality and Fea-	35 Marks
	tures of the product, which should include:	
	Deployment plan and schedule	
	Milestone and Timeline	
b.	Bidder scope document and presentation should cover:	35 Marks
	a) Understanding of Scope of work	
	b) Approach and methodology for implementation	
	Copy of the presentation should be submitted along with Technical Bid.	

c.	Past Experience of Two similar projects with at least 100TB	20 Marks
	of compression	
d.	Turnover	10 Marks
	1. More than 10 Cr – 10 Marks	
	2. Between 5-10 Cr – 05 Marks	
	3. Less Than 5 Cr – 02 Marks	

- (a) To qualify the Technical Bid Evaluation, the bidder must confirm to all the requirements stated in the BID documents.
- (b) Financial bids of only those bidders will be opened who are technically qualified and whose technical bids complies with the requirements mentioned in the BID document.
- (c) A copy of the presentation needs to be submitted by the bidder on the mail id cito@fssai.gov.in

#### 5.3 Financial Evaluation of Bids

- (a) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ("Bid Price"). Omission, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfill its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- (b) Any conditionality included in the financial bid will lead to disqualification of the entire bid.
- (c) All the service providers have to provide pricing in the following format:

## **Document Compression, Comparison and Editor:**

Sr No	Details	Rate per unit
1	Cost of the Web based solution in Angular 5 or higher (sdk). Once the software has been commissioned, the warranty period of 1 year will start.	
2	Cost of the Mobile application-based solution in Flutter (sdk). Once the software has been commissioned, the warranty period of 1 year will start.	
3	Cost of the compression of existing documents (Including Mobile and Web) in our server (one time). Currently, it is about 25 TB or more but document will keep generating. Cost of per	

	GB for Compression	
4	Cost of the compression of documents gener-	
	ated in real time from the application and mo-	
	bile app (Including Mobile and Web). Cost of	
	per GB Compression	
5	Operation and Support cost for three years in-	
	cluding training and changes that will start af-	
	ter expiry of Warranty Period. Further even	
	during the 1-year warranty period that will be	
	started after commissioning the Operation and	
	Support the training and changes will be inclu-	
	sive.	

The cost quoted by the service provider should be inclusive of all taxes.

## 5.4 Brief description of final evaluation or Selection Process

FSSAI has adopted a two stage selection process in evaluating the Proposals comprising technical and financial bids to be submitted. In the first stage, a technical evaluation will be carried out. Based on this evaluation, a list of short-listed applicants shall be prepared as specified. Further the financial offerings of only short-listed applicants will be prepared and L1 among them will be shortlisted.

#### 5.5 Combined and final evaluation

- By the process of evaluation of technical bids and financial bids, the Lowest Bid will be decided upon the lowest total price quoted by the particular bidder as per the Financial Bid
- The assignment includes installation, commissioning of the software, one-year warranty after its successful implementation/commissioning and afterwards three-year O&M support needs to be given by the bidder. Further this three years O&M is extendable on year to year basis upto two years, on the same rates, terms and conditions, subject to satisfactory performance of the successful agency and this shall be at the sole discretion of FSSAI.
- The successful bidders will have to enter into an agreement with FSSAI comprising of various clauses agreed upon amicably between both parties. Suitable and mandatory changes will also be added in the agreement for smooth execution of the contract.

1.

#### 6 Timelines

The Deployment of the Software should be completed within 45 Days from issuance of Work Order. Further 7 Days will be for UAT and 7 Days for Release. Apart from that, the vendor has to provide 1-year warranty that will be started after the successfully implementation / Commissioning and in that also O&M support and training will be included. Further 3 years O&M support including training will be provided by the bidder.

## 7 Payment Milestones

Following payment schedule will be followed during project implementation

1 <sup>st</sup>	Completion of Product both <b>Document</b>	100% of the Product
Payment	Compression (Web based and mobile	Value
_	application) and <b>Document Comparison &amp;</b>	
	editor (mobile responsive solution) along with	
	release to live.	
2 <sup>nd</sup>	Completion of document compression for	Payment would be
Payment	existing document.	made for each 5 TB
		compression for existing
		documents or quarterly,
		whichever is earlier.
	Completion of document compression for	Payment would be
	document generated in real time.	made for each TB
		compression or
		quarterly, whichever is
		later.
3 <sup>rd</sup>	Quarterly payment for AMC (i.e. O&M Support)	Quarterly payment of
Payment	for both <b>Document Compression</b> (Web based	the 3 Years O&M Value
	and mobile application) and <b>Document</b>	
	Comparison & editor (mobile responsive	
	solution)	

Note: Please note that separate performance security @ 3% of AMC value must be submitted after completion of one-year warranty and before commencement of AMC. Further in case document compression is in fraction of TB, the payment would be suitably adjusted.

#### 8 Deliverables

The service provider should necessarily provide the following:

- Install the software/application and sign Off
- Warranty of one year from the date of Sign Off
- Compression of data in the cloud Sign Off
- User Manual upon completion of installation Sign Off
- User access & Privileges as part of configuration Sign Off

## 9 Severity Levels Agreements and Penalty

- i. Payment shall be made as per Section 8 above
- ii. The Bidder has to submit all the reports pertaining to SLA Review process within 7 Calendar days after end of the Quater.
- iii. In the event of the shortlisted bidders failure to submit the Guarantees and Documents and provision the cloud services as per timelines in Clause 5, FSSAI may, at its discretion, withhold any payment until the completion of the milestone and/or the contract, as applicable.

	Major Area	Parameter Requirements		Penalty/
Sr. No.	·		(Working Hours/Days)	Breach
1	Response time for bug fixing (once it is in production mode)		i. Within 4 working hours from the time the problem is reported.  ii. Between 4 to 8 working Hours  iii. For every 4 working hrs of	ii. 0.01% of the Value Quarterly payment Iii. 0.02% of the value of Quarterly

Sr. No.	Major Area	Parameter	Requirements (Working Hours/Days)	Penalty/ Breach
2	Resolution Time (Only for Bug fixing)	Time taken by the MSP to fix the problem & release the same into the production system	Severity Level 1: within 2 working days  Severity Level 2: within a maximum 6 working days  Problems with Severity Level 3: within 10 working days	Inability to resolve Severity level 1,2 and 3 problems on more than two occasions in a quarter shall attract a penalty of 0.5%, 1% and 2% respectively of Quarterly payment for each additional 2 Working Days of delay beyond permissible limit.

## 10 Special Terms and Conditions

## 10.1 FSSAI's Right to terminate the tendering Process

FSSAI makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this tender does not constitute an offer by FSSAI. The bidder's participation in this process may result in FSSAI selecting the bidder to engage in further discussions and negotiations (financial or otherwise) towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by FSSAI to execute a contract or to continue negotiations.

#### 10.2 Termination of Contract

If there are significant and consistent performance and delivery issues, which will translate into Material Breach, then FSSAI may serve a 15-days written notice for curing this Material Breach. In case the Material Breach continues, after the expiry of such notice period, FSSAI will have the option to terminate the Contract/ Agreement with one month's notice.

## 10.3 Financial Proposal

- The proposals shall be valid for a period of three (03) months from the date of opening of the proposals. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his proposal. In exceptional circumstances, at its discretion, FSSAI may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing.
- In the Financial bid, the Bidder is expected to price/cost for all the items and services as asked.
- Unless expressly indicated in this tender, bidder shall not include any technical information regarding the services in the financial proposal. Additional information directly relevant to the scope of services provided in the tender may be submitted to accompany the proposal. However, this information will not be considered for evaluation purposes. The financial Proposal should not comprise of any direct/indirect conditions. It is required that all the financial proposals submitted against the tender should be unconditional. If the financial proposal contains conditions FSSAI may consider rejecting such proposals.

#### 10.4 Language of Proposals

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of FSSAI and will not be returned.

#### 10.5 Conditions under which this tender is issued

- This tender is not an offer and is issued with no commitment. FSSAI, reserves the
  right to withdraw the tender and change or vary any part thereof at any stage. FSSAI,
  also reserves the right to disqualify any bidder should it be so necessary at any stage.
  Timing and sequence of events resulting from this tender shall ultimately be
  determined by FSSAI.
- No oral conversations or agreements with any official, agent, or employee of FSSAI, shall affect or modify any terms of this tender and any alleged oral agreement or arrangement made by a bidder with any department, agency, official or employee of FSSAI, shall be superseded by the definitive agreement that results from this tender process. Oral communications by FSSAI, to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than FSSAI.

Neither the bidder nor any of the bidder's representatives shall have any claims
whatsoever against FSSAI or any of their respective officials, agents, or employees
arising out of or relating to this tender or these procedures (other than those arising
under a definitive service agreement with the bidder in accordance with the terms
thereof).

## 10.6 Non-Conforming Proposals

A proposal may be construed as a non-conforming proposal and ineligible for consideration:

- i. If it does not comply with the requirements of this tender. Failure to comply with the requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming
- ii. If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this tender or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified

## 10.7 Disqualification

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this tender:

- i. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming proposal
- ii. During validity of the proposal, or its extended period, if any, the bidder increases its quoted prices
- iii. The bidder qualifies the proposal with its own conditions
- iv. Proposal is received in incomplete form.
- v. Proposal is received after due date and time at the designated venue
- vi. Proposal is not accompanied by all the requisite documents
- vii. If bidder provides quotation only for a part of the project
- viii. Information submitted for Eligibility and/or in Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any
- ix. Bidder tries to influence the proposal evaluation process by unlawful/ corrupt/ fraudulent means at any point of time during the bid process
- x. In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately
- xi. Bidder fails to deposit the Performance Security or fails to enter into a contract within 60 working days of the date of notice of award of contract or within such extended period, as may be specified by FSSAI. Bidders may specifically note that while evaluating the proposals, if it comes to FSSAI"s knowledge expressly or implied, that some bidders may have colluded in any manner, whatsoever, or otherwise joined to

form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of three years from participation in any of the tenders floated by FSSAI

#### 10.8 Award of Contract

- i. Award Criteria- FSSAI will issue a Work Order (WO) to the selected bidder.
- ii. **Right to Accept Any Proposal and to Reject Any or All Proposal(s)-** FSSAI reserves the right to accept or reject any proposal, and to annul the procurement process and reject all proposals at any time prior to award of Work Order, 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 action.
- iii. **Notification of Award-**Prior to the expiration of the validity period of this tender, FSSAI will notify the successful bidder in writing or by fax or by email, that its proposal has been accepted. In case the tendering process has not been completed within the stipulated period, FSSAI, may like to request the bidders to extend the validity period of the bid.
- iv. Acceptance Letter FSSAI will require EMD from all bidders participating for the bid (Not from those who provide MSME certificate for a value of equivalent to 3% of the Estimated Project Cost. Further, FSSAI will require the selected bidder to provide an acceptance letter, a PBG for a value equivalent to 3% of the Project Cost, within 15 days from the issue of Work Order. The Performance Guarantee should be valid for 60 days beyond all contractual obligations. In case the selected bidder fails to submit the acceptance letter and PBG within the time stipulated, FSSAI at its discretion may decide to cancel the order without giving any reason as well as its EMD would be forfeited. The PBG shall contain a claim period of six months from the last date of validity. FSSAI shall invoke the performance Bank guarantee in case the selected bidder fails to discharge their obligations as per the terms & conditions of the work order/contract.
- v. **Fraud and Corrupt Practices-** FSSAI requires that Bidders participating under this tender Document must observe the highest standards of ethics during the procurement process. In pursuance of this policy, FSSAI:
  - a) Defines, for the purposes of this provision, the terms set forth as follows:
    - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of FSSAI or any personnel of Bidders participating in this tender.
    - ii. "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to FSSAI, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive FSSAI of the benefits of free and open competition;

- iii. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the tender and/ or execution of the contract.
- b) Will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined by FSSAI to have been engaged in corrupt, fraudulent or coercive practices.
- c) Will declare a firm or any of its partner organizations ineligible, either indefinitely or for a stated period of time, for participating in future tenders and/or awarding the contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for the tender.
- d) It must be noted by the Successful bidder that documents that will be compressed as well as compared using the software are copyright and the bidder should not store the same anywhere.
- vi. The prospective bidders should note that before acceptance of most responsive bid, FSSAI may establish the reasonableness of the rates on the basis of estimated rates and the prevailing market rates consistent with the quality required. In case the rates quoted by the successful agency are found to be Abnormally High Rated (AHR) or Abnormally Low Rated (ALR), the bid shall be rejected and the decision of FSSAI shall be final in this regard.

#### Annexure A

## **Document Comparison Sample**

