Tender Notice

File No 06-06/GA/2015-FSSAI
Food Safety and Standards Authority of India
(A Statutory Authority established under the Food Safety & Standards Act, 2006)
General Administration Division
FDA Bhawan, Kotla Road, New Delhi-110 002

Dated, the 01st October, 2015


Food safety and Standards Authority of India (FSSAI), New Delhi intends to procure 84 (Eighty Four) licenses of Microsoft Office 2013 Standard edition with down gradable rights 2007 – 2010 to be used in HQ and Regional Offices of this Authority. This Authority invites sealed quotations for supply of 84 (Eighty Four) licenses of Microsoft Office 2013 Standard edition of software with down gradable rights 2007 – 2010.

2. Eligibility Conditions:

   (a) Bidder shall attach Microsoft Authorization Certificate/Form in order to be eligible for participation in the above bidding.

   (b) The bidder should have conducted business in India for more than two years for the Microsoft Products.

   (c) The bidder should have supplied 25 licenses (or more) of Microsoft Office Software in a single order during last five years (copy of the supply order should be attached).

   (d) The bidder should not have been black-listed by any Government/Department. A certificate on company letterhead, stating that the bidder hasn’t been blacklisted by any institution/ organization/ society/company of the Central / State Government ministry/department, or its public sector organizations with company stamp and signed by authorized signatory should also be submitted.
3. The cost of the Tender Document shall be Rs.200/- (Rupees Two Hundred only) payable either by crossed demand draft or banker's cheque payable at Delhi in favour of Senior Accounts Officer, Food safety and Standards Authority of India, Delhi, which shall be attached with the Proof of Eligibility Condition. Bidders shall write their name on the reverse side of the demand draft/Banker's cheque. The bid cost is not refundable under any circumstances.

4. The bid must be accompanied by a Bid Security/Earnest Money Deposit (EMD), as stated in clause 2 of Annexure ‘I’ enclosed.

5. The bidder(s) shall submit the quotations in following two categories separately (in sealed cover):

   (a) Proof of eligibility conditions with cost price of Tender Document and bid security/EMD amount, and

   (b) Financial Bid in the prescribed format attached

Both the covers should first be sealed separately, and then these should be kept in a single sealed bigger cover. The sealed quotations shall be addressed to Director (General Administration), Food Safety and Standards Authority of India, FDA Bhawan, Kotla Road, New Delhi-110002.

6. The last date for submission of duly completed bid documents is **12.00 noon on 21.10.2015**.

7. The sealed cover containing (i) documents in support of proof of Eligibility conditions, (ii) the cost of tender document and (iii) Bid Security/Earnest Money Deposit (EMD) shall be opened on **21.10.2015 at 04.00 PM**. in 3rd Floor Conference Room, FDA Bhawan, Kotla Road, New Delhi-110002. A list of qualified/unqualified bidders will be displayed on the website of the FSSAI on **26.10.2015**. The web link of the Authority is [http://www.fssai.gov.in](http://www.fssai.gov.in).

8. The Financial Bid of those vendors only will be opened, who meet the eligibility conditions. The Financial Bids of those bidders will be opened at **11.00 AM on 27.10.2015**.

9. The number of licenses to be procured may be decreased or increased by (+/- 10).
10. Bids should be valid for a minimum period of 120 days after the closing of the submission of bids. In case of untoward delay, if any, tenderers may be requested by this office to submit their willingness in writing to extend the validity of the bids for the requested period.

11. The registration number of the firm along with the CST/VAT No. allotted by the sales tax department, as well as TAN number of the firm allotted by the income tax department should be submitted, failing which bidder’s bid may be rejected. The bidder should be registered with Service Tax Department of the Government of India and copy of the valid Service Tax Registration No. should also be enclosed.

12. The rates are to be quoted by the bidders in Indian Rupees only and payment shall be made to successful bidders in Indian Rupees only through electronic transfer only. The prices should be inclusive of all taxes, central excise duty, standard packing, freight, transit, insurance, loading and unloading charges. VAT/Service Tax, if applicable, shall be shown separately. Govt. Levies like Sales Tax, VAT, Service Tax, etc. shall be paid at actual rates as applicable on the date of delivery.

13. All prices shall be fixed and shall not be subject to escalation of any description.

14. The price should be inclusive of 25 replica media of the product with no extra cost.

15. If price of the new DGS & D Rate contract is lower than the currently quoted price, the vendor shall honour the lower rate of DGS & D.

16. The price at which product is to be procured would be directed by the Clause 9 on Trade Practice of the Terms and Conditions attached.

17. Terms and conditions in Annexure-I are attached herewith.

18. For a bidder, who has submitted the tender bids, it will be automatically assumed that he had accepted all the terms and conditions of the tender. A statement specifying that the quotations are strictly as per the terms and conditions of the tender, should be enclosed with the bids. No request for deviation in the terms and conditions of the tender will be entertained. If there is any deviation from the terms and conditions of the tender or the tenderer has submitted conditional bids, the bid will be summarily rejected.
19. **General:**

(a) The Department reserves the right to reject any bid/tender process as a whole without disclosing any reasons.

(b) Providing false information/documents by any bidder would result in disqualification of the bidder for consideration.

(c) Bids received through Fax/E-mail will not be acceptable. Bids received after due date shall be rejected.

20. **Tentative time schedule for the Tendering process**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Time schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>i</td>
<td>Date of publication NIT</td>
<td>01.10.2015</td>
</tr>
<tr>
<td>ii</td>
<td>Last date of submission of bid documents</td>
<td>21.10.2015 by 12.00 noon.</td>
</tr>
<tr>
<td>iii</td>
<td>Opening of Eligibility Criteria</td>
<td>21.10.2015 at 04.00 P.M.</td>
</tr>
<tr>
<td>iv</td>
<td>Display of qualified/unqualified bidders on <a href="http://www.fssai.gov.in">http://www.fssai.gov.in</a> (website of the Authority)</td>
<td>26.10.2015</td>
</tr>
<tr>
<td>v</td>
<td>Opening of Financial Bids of qualified bidders</td>
<td>27.10.2015 at 11.00 AM.</td>
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</tbody>
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Note: Any change in the schedule of tender process will be notified at our website or intimated through email to the bidders.

_Sd/-_

**Director (General Administration)**
Format for Financial Bid
[for 84 (Eighty Four) licenses of Microsoft Office 2013 Standard edition with downgradable rights 2007 – 2010]

(In Rupees)

<table>
<thead>
<tr>
<th>Unit Price (excluding Taxes)</th>
<th>Number of Licenses</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>84 (Eighty Four)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

VAT, if applicable
Service Tax, if applicable

Grand Total (in figure)
Grand Total (in word)

Note: The grand total shall be written both in figures and words. In case of any discrepancy in the figures and the words, the bid is liable to be rejected.

Authorized signatory with seal

Place

Date
Other Terms and Conditions

1. Product and Service Description:- The products to be supplied and the related
details are given below. The software covers the following Microsoft products:

   (a) Licenses of 84 (Eighty Four) licenses of Microsoft Office 2013 Standard
edition with downgradable rights 2007 – 2010. The software shall also provide
support for Indian languages including Hindi.

   (b) 25 replica media of the product shall be supplied with no extra cost.

2. Bid Security/Earnest Money Deposit (EMD)

   (a) The bidder shall submit bid security of ₹ 50,000/- (Rupee Fifty Thousand
only) valid for 120 days from the date of opening of bids in the form of Account
Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee
from any of the Commercial Banks in an acceptable form in favour of Senior
Accounts Officer, Food safety and Standards Authority of India, Delhi. The Bid
Security / EMD shall not carry any interest.

   (b) Bidders shall write their name on the reverse side of the demand
draft/Banker’s cheque, if one opts for this for submission of bid security.

   (c) The Bid Security shall be attached with the proof of Eligibility Criteria.

   (d) The Bank Guarantee shall be valid for 120 days months from the date of
opening of bids.

   (e) The bid security of vendors who do not qualify shall be returned within one
month of placing the orders without any interest.

   (f) Earnest Money is liable to be forfeited and bid is liable to be rejected, if the
tenderer withdraw or amend, impairs or derogates from the tender in any respect
within the period of validity of the tender.

   (g) If the bidder is not able to supply the ordered items completely within the
period to the complete satisfaction of the Purchaser, the Bid Security/Earnest
Money Deposit (EMD) in the form of Bank Guarantee/Banker Cheque/Demand Draft shall be invoked and such action shall be initiated as may be deemed fit.

3. **Product Pricing and Payment**

   (a) The prices are inclusive of all taxes as applicable, standard packing, freight, transit, insurance, loading and uploading charges.

   (b) The payment for the ordered quantity shall be made 100% against delivery.

   (c) If prices on the new DGS&D Rate Contract are lower than the currently quoted price, the successful bidder will honour the lower rate of DGS&D.

4. **Evaluation of Bids**

   The bids, which qualify for financial evaluation, will be evaluated on the basis of unconditional lowest rates quoted by the bidders.

5. **Delivery**

   The supplier shall supply the ordered products with licenses and media and documentation within 2 (two) weeks from the date of the order. The delivery will not be deemed to be complete until and unless the ordered products are checked and accepted by the Purchaser as per order.

6. **Warranty**

   The supplier shall provide warranty as per the industry standard on the software. In respect of Replica, the supplier warrants the replica to be free of defects in material and workmanship under normal use for 90 days from the commencement date and replace defective media returned within 15 days.

7. **Inspection**

   The product must be supplied in full as per the supply order. The product must give same performance results as certified by the supplier during their initial and subsequent offers.
8. **Consequence of Rejection**

If the product(s) is/are rejected by the purchaser at the destination, and the supplier fails to make satisfactory supplies within the stipulated period of delivery, the purchaser shall be at liberty to:

(a) require the supplier to replace the rejected products forthwith but in any event not later than a period of 15 days from the date of rejection and the supplier shall bear all cost of such replacement including freight, if any, on such replacement and replaced products and shall not be entitled to any extra payment on that or any other account or

(b) cancel the supply order at the risk and cost of the supplier.

9. **Penalty for Delay**

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule for implementation of various projects of the Purchaser as time is essence of the terms and conditions. Any unjustified and unacceptable delay in delivery shall render the supplier liable for liquidated damages at the rate of 1½ % (One and Half Percent of ordered value) per week subject to a maximum of three weeks and thereafter the purchaser holds the option for cancellation of the order for pending supply and procure the same from any other supplier. In addition, the EMD amount shall be forfeited. The purchaser may deduct such sum from any money in their hands due or to become due to supplier. The payment or deduction of such sums shall not relieve the supplier from his obligations to complete the process of commissioning or from his other obligations and liabilities under the contract. The decision of the authority placing the order, whether the delay in commissioning has taken place on account of reasons attributed to the supplier shall be final.

10. **Trade Practice**

(a) In the event, the supplier's vendor or concerned division of the vendor is taken over/brought over by another vendor or operated through a partner, all the obligations under the agreement with the Purchaser shall be passed on to the new vendor/division/partner for compliance by the new vendor on the negotiations.

(b) The supplier will automatically agree honoring all aspects of fair trade in executing the supply orders placed by the Purchaser.
(c) If the name of the product is changed for describing substantially the same product in a renamed form, then all techno-financial benefits agreed with respect to the original product shall be passed on to the Purchaser and the obligations of the supplier towards the Purchaser in respect to the product with old name shall be passed on to the product so renamed. If the supplier sells the products of same or equivalent description to any other Department/Organization in India at a price lower than the price fixed for the Purchaser, the supplier shall automatically pass on the benefits to the Purchaser.

11. **FORCE MAJEURE:**

During Force Majeure i.e. Acts of God, War, Floods, Riot, Earthquake, General Strike, Lock ants, Epidemics, Civil Commodities, the bidder shall provide their best possible service in given circumstances.

12. **Action on defect in products:**

If it appears to the purchaser that the products supplied are defective or of inferior description or otherwise not in accordance with the terms and conditions, the supplier on demand of the purchaser shall forthwith rectify the defects on its own cost or provide new products as per the specifications provided in the terms and conditions at its own charge and cost and in the event of its failure to do so within a period specified by the purchaser in his demand aforesaid, the supplier shall be liable to pay compensation at the rate of 1% (One Percent) of the price of the supply order and in the case of such failure, the purchaser shall be entitled to recover the cost from the supplier.

13. **Arbitration**

In the event of any dispute or differences between the supplier and the purchaser whether arising during the execution of orders under these terms and conditions or thereafter whether by breach or in manner in regard to:

(a) the construction of the terms and condition

(b) the respective rights and liabilities of the parties hereto there under

(c) any matter or thing out of or in relation to or in connection with these terms & conditions then either party shall give notice to the other of the same and such dispute or difference shall be and hereby referred to the arbitration of such person as the Competent Authority in Food safety and Standards Authority of India (FSSAI),
New Delhi, and the Supplier may nominate and the decision of such Arbitrator shall be conclusive and binding on the parties hereto. The provisions of Arbitration and Conciliation Act 1996 shall apply.

Director (General Administration)
Check List

Check list of enclosure:

(a) Tender Document Fee of Rs.200/- (Rupees Two Hundred only) payable either by way of crossed demand draft or banker's cheque payable at Delhi in favour of Senior Accounts Officer, Food safety and Standards Authority of India, Delhi.

(b) EMD for Rs. 50,000/- in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks in an acceptable form in favour of Senior Accounts Officer, Food safety and Standards Authority of India, Delhi

(c) Certificate from Microsoft

(d) Company Registration certificate supporting presence for two years in India

(e) Copy of supply order for supply of 25 or more licenses of MS Office Software in single order

(f) Certificate for not black-listing on company Letterhead

(g) Commitment to provide 25 replica media at no extra cost

(h) Commitment to provide for free updates for the life time of the Product

(i) Financial Bid in the enclosed format

(j) Details of CST/VAT no., TAN No., Service Tax Registration No. etc. (Certificates to be enclosed)

(k) Name of the contact person with mobile, email address and postal address

(l) Details of Bank such as Bank's Name, Branch, Address, Account Number, IFSC No, MICR etc.

Note: Tender document must be submitted on the letter head of the bidding company/agency/firm and each and every page of the bid and its supporting documents must have the signature and seal of the bidder.