



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5587181

Dated/दिनांक : 08-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-11-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-11-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health And Family Welfare
Organisation Name/संगठन का नाम	Food Safety And Standards Authority Of India
Office Name/कार्यालय का नाम	Fda Bhawan
Item Category/मद केटेगरी	Custom Bid for Services - FOSTAC Training
Similar Category/समान श्रेणी	<ul style="list-style-type: none">Professional Training Services (Version 2)
Contract Period/अनुबंध अवधि	1 Year(s) 4 Month(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	20 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	2 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण

Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	59000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
EMD Amount/ईएमडी राशि	1500000

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	Bank Of Baroda
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	17

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम

की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Regional Director
Food Safety and Standards Authority of India Eastern Regional Office 5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5, Kolkata, West Bengal - 700091 Near TCS Gitobitan
(Fssai Regional Office Kolkata)

UIN Number NCTGC2415P

Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	3
Split Criteria based on which quantity will be distributed	The work will be awarded in the following manner- i. Selection of bidders shall be State wise on the basis of lowest quoted price bidder (L1) ii. 50% of the total work to the lowest quoted price bidder (L1) iii. 30% of the total work to the 2nd lowest quoted price bidder (L2) on the price of L1 iv. 20% of the total work to the 3rd lowest quoted price bidder (L3) on the price of L1 The whole work will be awarded to the above bidders on the basis of RA (Reverse Auction) scheme.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

5. The order will be split among multiple bidders as per the criteria for splitting and Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.

6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

7. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

8. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :

State wise Financial Bidding Rates Required - [1731050880.xlsx](#)

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1731050956.pdf](#)

Instruction To Bidder:[1731050961.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1731050965.pdf](#)

Scope of Work:[1731050970.pdf](#)

Payment Terms:[1731050975.pdf](#)

Penalties:[1731050979.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1731050985.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1731050991.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1731050995.pdf](#)

GEM Availability Report (GAR):[1731051000.pdf](#)

Buyer's Competent Authority Approval:[1731051008.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1731051011.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1731051017.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1731051021.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Max Marks	Min Marks	Evaluation Document	Seller Document Required
Financial strength (average turnover) for last three financial year years i.e. (FY 2020-21, 2021-22 & 2022-23), Minimum 20 lakhs average should be there.	10	6	View file	Yes
The training partner must have an experience of conducting Food Safety related trainings in the last two financial years (i.e. FY 2021-22 & 2022-23).	15	10	View file	Yes
The training partner must have completed at least 20 FoSTaC related trainings in last one financial year (i.e. FY 2022-23).	10	6	View file	Yes
The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23).	15	8	View file	Yes
The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. (FY 2022-23)	20	10	View file	Yes
Scope of work,Understanding of FoSTaC program requirements, Implementation Plan and Roadmap of achieving the target,Innovative ideas for amplification of the FoSTaC program	30	18	View file	Yes

Total Minimum Passing Technical Marks: 60

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
26-11-2024 16:00:00	Food Safety and Standards Authority of India Eastern Regional Office 5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5, Kolkata, West Bengal - 700091 Near TCS Gitobitan

Custom Bid For Services - FOSTAC Training (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
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Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	FOSTAC Training
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Aveek Ray	700091,5th Floor, WEBEL STP II Building, DN 53 Block,Salt Lake, Sector-V, Kolkata	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

- Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
- If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
- Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

4. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

5. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

west bengal
odisha
Bihar

jharkhand
north east states, sikkim, andaman and nicobar and chhattishgarh

.

6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

FSSAI Regional Office Kolkata
payable at
Kolkata

.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

FSSAI Regional Office Kolkata
payable at
Kolkata

.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

FSSAI Regional Office Kolkata
Account No.
19700100016096
IFSC Code
BARB0SALTLA
Bank Name
Bank of Baroda
Branch address
Salt Lake CT Branch

.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

10. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

11. **Generic**

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

12. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

13. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

14. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Request for Proposal (RFP) for engagement of FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification (FoSTaC) program in all the States/UTs of FSSAI-Eastern Regional Office.

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Section I: General

The Food Safety and Standards Authority of India (FSSAI), head quartered at Delhi, 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. **The authority also has four Regional Offices located in Kolkata, Ghaziabad, Mumbai and Chennai.** The FSSAI has been created for laying down science-based standards for articles of food and to regulate their manufacturing, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption. One of the mandates of FSSAI is to promote general awareness about food safety and food standards.

Food Safety Training & Certification (FoSTaC) is a large-scale training and capacity building programme for the food business operators. In pursuance of Section 16 (3)(h) of the Food Safety and Standards Act 2006, Food Safety and Standards Authority of India (FSSAI) has to provide training programmes in Food Safety and Standards for persons (whether within or outside their area) who are or intend to become involved in food businesses, whether as food business operators or employees or otherwise. In this regard, FSSAI had initiated the largest Food Safety Training & Certification (FoSTaC) programme in July, 2017. The FoSTaC programme is aimed at creating a pool of food safety supervisors (FSS), who are trained in good hygiene and manufacturing practices as per requirements in Schedule 4 of Food Safety and Standards Licensing and Registration Regulations, 2011.

To help FBOs understand and compliance with hygiene and sanitary requirements, the Schedule 4 of Food Safety and Standards (Licensing and Registration of Food Businesses) Regulation, 2011 has been simplified to deliver training through 24 certification courses developed by a panel of domain experts empaneled by FSSAI covering the entire food value chain.

So far a more than 15 lakh food safety supervisors have been trained in over 44,000 trainings throughout the country after the initiation of the FoSTaC program in 2017. Organic growth of training capacity under FoSTaC program shows that there is demand for these kinds of training courses. Development of such a large training capacity in the country under FoSTaC program is evidence to the fact that country is undergoing major transformation as far as food safety is concerned. FoSTaC trainings are expected to bring in a culture of self-compliance on food safety measures amongst the food business and raise the bar for food safety and hygiene in the country.

The idea behind this RFP is to engage Training partners empaneled under the FoSTaC program of FSSAI for training of one lakh Food handlers in the Food Safety Supervisor (FSS) trainings in **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.** For this purpose, the scope of work to be taken care of by the training partner has been broadly spelt out in Section II.

The training partner will be required to conduct training through empaneled trainer and assessor, or a per any subsequent guidelines of FSSAI, using the FoSTaC portal. All other requirements such as **Mobilization and Registration of Trainees (ref 2.2.5)** manpower, training hall, Audio/Visual System, Stationery & other Misc. expense in conducting training will have to be met by the training partner. The training partner is expected to have expertise in these works. The entire training data like Attendance sheets, assessment sheets, photographs and videos of training will also be stored/ achieved and the training partner has the responsibility to provide it to FSSAI, as and when required. The training partner will not be allowed to sublet the tender assigned to it.

1.0 SCHEDULE AND CRITICAL DATES

1.0.1. The tentative schedule and critical dates are shown below:

S No.	Event	Date
1	Uploading of RFP in official website and GeM Portal	
2	Pre Bid Meeting at Regional Office	

3	Last date of submission	
4	Opening of Technical Bids	
5	Presentation by Shortlisted bidders	

1.0.2. Bidders are required to upload their Technical and Financial Bids on Gem Portal. Bidder shall be responsible for registering his/her company at GeM Portal and seeking all necessary approvals required to upload the bid.

1.0.3. FSSAI reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through the GeM Portal as well as FSSAI website (tender section) from time to time for any updated information.

1.0.4. Pre-Bid Meeting: A pre bid meeting will be held on _____ at _____ at _____, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised.

The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email (_____). They may also bring their queries in writing which could also be sent through email not later than two days before the scheduled date of pre-bid meeting.

The bidders are requested to examine the requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supporting documents along with the bid. Minutes of pre-bid meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all empaneled agencies/or published on FSSAI's website www.fssai.gov.in and on GeM Portal. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and not through the minutes of the pre bid meeting. It may be noted that non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary. The maximum number of participants from a training partner, who chooses to attend the Pre-Bid meeting, shall not be more than one person. The representatives attending the Pre-Bid meeting shall be in possession of an authority letter, duly signed by the authorized signatory of his/her organization.

1.1. PROCEDURE, TERMS AND CONDITIONS

1.1.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are uploaded in time on GeM portal <https://gem.gov.in/> or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the GeM.

1.1.3 All bids must remain valid for 75 days from the last date of submission of bids.

1.1.4 FSSAI reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

1.1.5 FSSAI reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the FSSAI.

1.1.6 FSSAI reserves the right not to accept bid(s) from training partner(s) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Training partner/Vigilance Cell.

1.1.7 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other training partners/organizations.

1.1.8 The Training partner must follow the guidelines issued under FoSTaC program for conducting trainings. They must create training batch, make enrollment of trainees before start of training, mark attendance & assign

assessment and provide certificate to the successful candidates only through FoSTaC portal. All the batches should be completed within seven days.

1.1.9 The timeline/schedule of deliverables will be decided as and when the requirement/task activities arise. Bidder should complete the job/activities as and when asked by FSSAI.

1.2 ELIGIBILITY CONDITIONS

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions.

Sl. No.	SPECIFIC REQUIREMENT	EVIDENCE
1	Empaneled Training Partner under FoSTaC program	Valid Certificate issued by Training division, FSSAI
2	The Training Partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Documents like Balance Sheet, P&L etc. certified by CA
3	The training partner must have an experience in conducting Food Safety related trainings in last two financial years (i.e. FY 2021-22 & 2022-23).	Copies of the work orders and training completion certificates.
4	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year (i.e. FY 2022-23).	Certificate issued by Training division, FSSAI.
5	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training projects such as Centre/State Govt, PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Copies of the work orders and order completion certificates.
6	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year (i.e. FY 2023-24).	Certificates (or batch codes) issued by Training division, FSSAI to be provided.
7	The training partner should have a local office in the 100 kms. range of the location of regional office.	Documentary evidence
8	PPT in 5 slides covering topic as mentioned in Sr. No. 6 of Technical bid format attached at annexure IV	PPT in Hard copy should be provided and to be presented at the time evaluation of Technical bid.

Proposals not complying the above eligibility conditions shall be summarily rejected

1.3 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and conditions:

a) EARNEST MONEY DEPOSIT AND PROCESSING FEE

(i) The bidder is required to submit Rs. 15,00,000/- (Rupees Fifteen lakhs only) as Earnest Money Deposit (EMD) by Demand Draft in favour of **"FSSAI Regional Office Kolkata" payable at Kolkata**. The copy of the EMD (demand draft) submitted should be uploaded along with

h the Bid. EMD should be submitted along with Technical Bid. The EMD is to be paid directly to **FSSAI's Bank Account in Bank of Baroda, BJ-91, Sector-II, Salt Lake, Bidhan Nagar, West Bengal-700091, Account No. 19700100016096 IFSC Code: BARB0SALTLA (Read Zero after BARB).** Please share **transfer details/UTR no.** while submitting online technical bids for reference and proof of payment.

- (ii) Technical Bid not accompanied with EMD shall be summarily rejected.
- (iii) No interest shall be payable by FSSAI for the sum deposited as Earnest Money Deposit.
- (iv) The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. However, the EMD of the successful bidder shall be adjusted against performance security.

b) PERFORMANCE SECURITY

(i) Selected bidder will have to submit a Performance Security equivalent to 3% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favor of **"FSSAI Regional Office Kolkata" payable at Kolkata**, within 10 days of issue of letter of acceptance of proposal.

(ii) Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Training partner on any account under the contract.

c) PERIOD OF CONTRACT

The contract will be initially for a period of one year, subject to the satisfaction of FSSAI. If performance is considered satisfactory by FSSAI, it may extend the contract period for further one year on the same terms & conditions.

d) PRICES

(i) The bidder is required to quote the total price for services as detailed in the scope of work/deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges/taxes.

(ii) The training partner has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period of one year.

(iii) No increase in the prices would be allowed during the contract period.

(e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, FSSAI may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the Training partners. To give the Training partner reasonable time in which to take an amendment into account in their bids, the FSSAI may, if the amendment is substantial, extend the deadline for the submission of bid.

(f) CONFLICT OF INTEREST

(i) The Training partner is required to provide professional, objective and impartial advice and at all times hold the FSSAI's interests' paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

(ii) Without limitation on the generality of the foregoing, training partner and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

- a) **Conflicting Activities:** A Training partner or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- b) **Conflicting Assignment/job:** A Training partner (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Training partner to be executed for the same or for another Employee.
- c) **Conflicting Relationships:** A Training partner that has a business or family relationship with a member of the FSSAI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the FSSAI throughout the selection process and the execution of the Contract.

The Training partner has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of FSSAI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to FSSAI, immediately. If the Training partner fails to disclose such situations and if the FSSAI comes to know about any such situation at any time, it may lead to the disqualification of the Training partner during bidding process or the termination of its contract during execution of the assignment.

g) PAYMENT

- (i) The payment will be released to the training partner on Monthly basis on receipt of invoice **with all supporting documents**, based on work achievement and satisfactory performance. The training partner will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the FSSAI. No advance payment will be made.
- (ii) Payment will be released on monthly basis on fulfillment of successful monthly commitments. Training partner should submit monthly bills with clear indication of monthly achievement.
- (iii) The monthly payment will be calculated by using the unit cost of training provided by the Training Partner in the financial bid or as finalized through this procurement process.

1.4 PENALTY CLAUSE

1.4.1 The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty, as considered fit by the authority, and may also lead to later termination of the contract in case of repeat violations. All the documents/code/application etc. prepared and developed by the bidder will be the property of the FSSAI. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the FSSAI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the FSSAI, together with a detailed inventory thereof.

1.4.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the FSSAI may take a decision to cancel the contract with immediate effect. Further, performance security of the training partner may also be forfeited if the performance of the training partner is not satisfactory.

1.4.3 In case of late services/no services on a specific activity, in which the training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Training partner. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.4.4 FSSAI will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 PREPARATION OF BID

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis - separate technical and financial bids on GeM portal i.e. on <https://gem.gov.in/>.

1.4.1 Technical and Financial Bids

- a) The technical bid should have the following:
- i. Forwarding letter as per Annexure I on the bidding organizations/ **Training Partners** printed letterhead.
 - ii. The bidder shall submit all documents as prescribed in Annexure II of the RFP document. All these documents should be properly referenced and **serially** numbered.
 - iii. **In case of online transfer**, the UTR details of submission of EMD should also be submitted along with the bid.
 - iv. Compliance and documentary proof of eligibility condition have to be provided as spelled out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
 - v. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as "not found".
 - vi. A point to point compliance and self-declaration for acceptance of terms and condition of tender document has to be submitted as per Annexure V of RFP.
 - vii. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.
 - viii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of FSSAI has to be provided in case the information submitted by the training partner is found to be false and/or incorrect in any manner, the training partner can be suspended and/or debarred.
 - ix. All pages of the document submitted should be signed.
- b) The financial bid must contain the following:
- i. Financial bid is to be submitted in prescribed xls format i.e. the BoQ uploaded along with the RFP.
 - ii. While submitting the Financial Proposal, the firm shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, **hall/venue charges, audio/video charges, mobilization and registration of participants, refreshment, miscellaneous expenses**, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
 - b) The Financial Proposal shall take into account all expenses and tax liabilities. In the absence or the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
 - iii. It is further clarified that in no case the training partner so appointed, will be entitled to

payment beyond the fee quoted in the financial bid.

1.6 SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the bidder or a person duly authorized to sign the contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

1.7.1 Prior to evaluation of proposals, the FSSAI will determine whether each proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) It is received in the specified format;
- b) It is received by the due date including any extension thereof;
- c) It contains all the information (complete in all respects) as requested in the RFP;
- d) It does not contain any condition or qualification;
- e) It has deposited Rs. 15,00,00/- (Rupees Fifteen Lakhs only) as Earnest Money Deposit (EMD).

The FSSAI reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the FSSAI in respect of such Proposals.

1.7.2 Evaluation of bids

- a) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of a training partner.
- b) From the time the bids are opened to the time the contract is awarded, the Training partner should not contact the FSSAI on any matter related to its Technical and/ or Financial bid.
- c) Any effort by the Training partner to influence the FSSAI in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the training partner's bid.

1.7.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the technical bids on the basis of their responsiveness to the eligibility conditions mentioned in para 1.2 of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in Annexure IV of the RFP.

It is mandatory for shortlisted agencies to make a presentation before the Technical Evaluation Committee on _____. Absentees will not be considered for further processes.

Only Training partner obtaining a total score of 60 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure IV, would be declared technically qualified.

1.7.4. Criteria for Evaluation of Financial bid:

- (a) The Bidders, who qualify the first stage i.e. the Technical Evaluation, the tenderer shall be eligible for evaluation of their financial bid.
- (b) The work will be awarded in the following manner-

i. Selection of bidders shall be State wise on the basis of lowest quote

ed price bidder (L1)

- ii. 50% of the total work to the lowest quoted price bidder (L1)
- iii. 30% of the total work to the 2nd lowest quoted price bidder (L2) on the price of L1
- iv. 20% of the total work to the 3rd lowest quoted price bidder (L3) on the price of L1 The whole work will be awarded to the above bidders on the basis of RA (Reverse Auction) scheme.

1.8 APPLICABLE LAW AND JURISDICTION

This RFP, including all matters connected with this RFP, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of **Kolkata Court**, if required.

1.9 INSURANCE AND MEDICAL

- a) It shall be the responsibility of the training partner to insure their staff and equipment against any exigency that may occur at site. Training partner will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. FSSAI shall not be responsible for any such damages.
- b) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Training partner.

1.10 INDEMNIFICATION

1.10.1 Training partner shall at times indemnify and keep FSSAI indemnified against all claims/ damages etc. while providing its services under this contract.

1.10.2 Training partner shall at all times indemnify and keep FSSAI indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (training partner) employees or caused by any action, omission or operation conducted by or on behalf of training partner.

1.10.3 Training partner shall at all times indemnify and keep FSSAI indemnified against any and all claims by Trainers, assessors, employees, workman, agent(s) employed or engaged or otherwise working for Training partner, in respect of their wages, salaries, remuneration, compensation or the hike.

1.10.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

1.11 FORCE MAJEURE

1.11.1. For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the party.

1.11.2. The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

1.11.3. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.12 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the FSSAI may without prejudice to any other right or remedy available to the training partner recover damages for breach of the contract as under:

1.12.1 Recover from the Training partner as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

1.12.2 Cancel the contract or a portion thereof by serving prior notice of one month to the Training partner.

1.12.3 The FSSAI may take a decision to cancel the contract with immediate effect and/or debar/blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the FSSAI or take any other action as deemed necessary.

1.13 TRAINING PARTNER CODE OF CONDUCT AND BUSINESS ETHICS

1.13.1 Bribery and corruption:

Training partner are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and/or indulging in any corrupt practice in order to obtain or retain a business or contract.

1.13.2. Integrity, indemnity & limitation:

Training partner shall maintain high degree of integrity during the course of its dealings with business contractual relationship with the FSSAI. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the FSSAI. For avoidance of doubts, no rights shall accrue to the Training partner in relation to such business/contract and the FSSAI or any entity thereof shall not have or incur any obligation in respect thereof. The Training partner shall indemnify in respect of any loss or damage suffered by the FSSAI on account of such fraud, misrepresentation or suspension of material facts. The training partner will be solely responsible for the omission and commission of the employees deployed by them.

1.14 General Instructions:

1.14.1. For any clarifications, Training Division of FSSAI may be contacted at ro-kolkata@fssai.gov.in

1.14.2. Bids once submitted cannot be amended.

1.14.3. Any Bid which does not quote for all items will be considered to be non- responsive and shall be rejected.

1.14.4. The Training partner shall not assign or sublet the contract or any substantial part thereof to any other training partner, without written consent of the FSSAI.

SECTION II

SCOPE OF WORK / DELIVERABLE

2.1 INTRODUCTION

The Training Partner engaged for the work shall train one lakh food handlers under the Food Safety Training and Certification (FoSTaC) program and will perform various activities including mobilization of trainers/ assessors/trainees, effective conduct of trainings under various courses, course manual dissemination and creating awareness through Food safety supervisor trainings about FoSTaC programme of FSSAI.

2.2 SCOPE OF WORK

The detailed scope of work is summarized in below points-

2.2.1 Target:

a) The engaged training partners will train one lakh Food handlers within one year of allotment of tender covering **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.**

b) All the trainings will be conducted through FoSTaC portal only.

2.2.2. Course and Duration:

a) The engaged training partners will provide training for Basic and Awareness courses under the FoSTaC program.

b) The duration of the course will be of 4 hrs.

2.2.3. Training Methodology:

a) The training methodology to be followed, including:

b) Interactive lectures and presentations

c) Demonstrations and practical exercises

d) Group discussions and case studies

e) Audio-visual aids and handouts

f) Followed by assessment

2.2.4 Geographical Coverage:

a) The engaged training partner will have to cover **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.** as directed from time to time by the regional office. The Training Partners may not deny FSSAI to conduct a specific training at specific place due to small batch size. Instead, Training Partner is free to add additional participants to such batches to make the training cost effective.

2.2.5. Mobilization and Registration of Trainees:

The engaged training partner will have to do mobilization and registration of trainees and various following tasks, including:

a) Collaboration with local authorities and industry associations to identify potential trainees.

- b) Conducting awareness campaigns and outreach programs to promote participation.
- c) Developing a mechanism for online or offline registration of trainees.
- d) Maintaining records of registered trainees and ensuring eligibility verification.

2.2.6. Conducting Training Sessions and Assessments:

- a) The engaged training partner will conduct training sessions effectively, which includes:
 - b) Ensuring availability of qualified trainers with relevant FSSAI certification and experience.
 - c) Ensuring trainers possess effective communication and training delivery skills.
 - d) Conducting training sessions at designated locations with adequate infrastructure and amenities.
 - e) Providing training materials (hand-outs, training kits) preferably in the local language.
 - f) Implementing a standardized assessment process to evaluate trainee knowledge and skills.
 - g) Issuing certificates to participants who successfully complete the training and assessment.

2.2.7. Reporting and Documentation:

The engaged training partner will have to do proper reporting and documentation which includes:

- a) Submission of monthly progress reports on training activities and trainees trained
- b) Maintaining attendance records and assessment results for all trainees for or at least two years from the date of end of tender
- c) The record should be stored in both digital and physical form for at least two years

2.2.8. Additional requirements:

The engaged training partner will have to fulfil following additional requirements-

- a) Language:

Trainer should use the local language for training for better understanding of the course.

b) Flexibility:

The engaged training partner should be flexible in scheduling training sessions to cater to the diverse needs of food handlers (mornings, evenings, and weekends). Also, they should organize training as and when required by the Regional Director during the tender period.

2.2.9. Manpower Requirement

a. At least one point of contact expert should be responsible for managing Training, mobilization and other activities of FoSTaC programme of FSSAI. In addition, they would be responsible for creation of awareness content about the FoSTaC programme. The persons deployed should be adequately supported by a back office for every kind of support.

b. One person with above competency shall be stationed in the regional office FSSAI or in the company's local office for day to day coordination during working hours and also during the emergent exigencies outside the working hours.

2.2.10 Performance Review

The training partner will submit a process of Performance Review on monthly basis which will be appreciated and suitably amended (if required) and implemented.

Annexure-I

Covering Letter for Submission of Bid

To

**Regional Director (Eastern Regional Office),
Food Safety and Standards Authority of India
5th Floor, Weibel STP II, DN 53 Block Salt Lake, Sector 5,
Kolkata, West Bengal - 700091**

Sir,

We are hereby submitting our bid, which includes Technical bid and financial bid. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory

[In full and attach authorization to represent the company

Date

Address

Annexure-I

TECHNICAL BID FORMAT

S. No.	Particulars	Document form	Page No. (in bid submitted)
1	Name of the Bidder (Training partner)		
2	Whether brief profile of the training partners enclosed (Max 2-3 pages)		
3	Address of the Bidder (Training partner)		
4	Year of establishment		
5	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, Designation, address, email and mobile number of the officer to whom all references shall be made regarding this tender.		
7	Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof	
8	Should have a local office within 100 kms of Regional office.	-Do-	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	

12	Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head	
13	The training partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years i.e. 2020-21, 2021-22 & 2022-23.	Balance Sheet etc. documents certified by CA	
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	
16	Valid Training Partner empanelment certificate	Certificate issued by Training Division, FSSAI	
17	The training partner must have an experience of at conducting Food Safety related trainings in last two financial years i.e. FY 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training	
18	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
19	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years i.e. FY 2020-21, 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training projects	
20	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
21	The training partner must have team of in-house trainers and assessors empaneled under the FoSTaC program	Letter of engagement with the TP must be enclosed	

22	The training partner must have an in-house mobilizing Team which will mobilize the trainees for training and will publicize the FoSTaC program.	Undertaking on letter head	
23	Training partner supporting/ promoting any of the following content either in digital/physical format will be treated negative for businesses:	Undertaking on letter head	
	a) Anti-National Content		
	b) Pornographic & Trafficking Content		
	c) Political Association		
	d) Malicious Content		
	e) Content Hurting Religious Sentiments		
	f) Promoting Piracy in any form		
24	At least 10 Team members who are permanent employees of the training partner, having been on the payroll for a minimum of 1 year.	Undertaking	

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Date

Authorized Signature (in full and in initials)

Name and Address and Title of the Signator,

Note: All documents should be in PDF format and have clarity (High Resolution)

Financial Bid Format (BoQ)

To

Regional Director (Eastern Regional Office),**Food Safety and Standards Authority of India****5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5,****Kolkata, West Bengal - 700091**

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section - II as well as details defined in the tender document is as mentioned below: -

Sr. No.	Description of Items	Unit(Rupees)
1	The Unit Price per participant for state of West Bengal	
2	The Unit Price per participant for state of Odisha	
3	The Unit Price per participant for state of Bihar	
4	The Unit Price per participant for state of Chhattisgarh	
5	The Unit Price per participant for state of Jharkhand	
6	The Unit Price per participant for state of Sikkim	
7	The Unit Price per participant for state of A & N Islands	
8	The Unit Price per participant for state of Assam	
9	The Unit Price per participant for state of Arunachal Pradesh	
10	The Unit Price per participant for state of Tripura	
11	The Unit Price per participant for state of Manipur	
12	The Unit Price per participant for state of Mizoram	
13	The Unit Price per participant for state of Meghalaya	

14	The Unit Price per participant for state of Nagaland	
15	Consolidated price (for training One lakh food handlers)	

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.3 of Section-I General. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date

Annexure - I

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below:

S. No.	Criteria	Maximum Marks
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1	<p>Financial strength (average turnover) for last three financial year years i.e. (FY 2020-21, 2021-22 & 2022-23), Minimum 20 lakhs average should be there.</p> <p>i. 20 lakhs : 6 marks</p> <p>ii. 20-30 lakhs : 8 marks</p> <p>iii. More than 30 lakhs : 10 marks</p>	10
2	<p>The training partner must have an experience of conducting Food Safety related trainings in the last two financial years (i.e. FY 2021-22 & 2022-23).</p> <p>i. Minimum 2 years : 10 marks</p> <p>ii. Above 2 years and up to 3 years : 12 marks</p> <p>iii. More than 3 years : 15 marks</p>	15
3	<p>The training partner must have completed at least 20 FoS TaC related trainings in last one financial year (i.e. FY 2022-23).</p> <p>i. Minimum 20 trainings : 6 marks</p> <p>ii. Above 20 to 40 trainings : 8 marks</p> <p>iii. Above 40 trainings : 10 marks</p>	10
4	<p>The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23).</p> <p>i. 2 to 4 projects :8 marks</p> <p>ii. 5 to 7 projects :10 marks</p> <p>iii. More than 7 projects :15 marks</p>	15

5	<p>The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. (FY 2022-23)</p> <ul style="list-style-type: none"> i. Up to 1000 Food handlers : 10 marks ii. More than 1000 to 5000 Food handlers : 15 marks iii. More than 5000 Food handlers trained : 20 marks 	20
6	<p>The presentation shall be evaluated on the parameters including</p> <ul style="list-style-type: none"> i. Scope of work: 10 marks ii. Understanding of FoSTaC program requirements: 05 marks iii. Implementation Plan and Roadmap of achieving the target: 10 mark iv. Innovative ideas for amplification of the FoSTaC program: 05 marks <p>The bidder should obtain at least 60% or more marks in each of the above sub points i.e. in 6 (i) to 6 (iv) points in order to be technically qualified.</p>	30
Total		100

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: / /

To

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Tender. Tender Reference No:

Name of Tender /Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully

(Signature of the Bidder, with Official Seal

15. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

16. **Purchase Preference (Centre)**

Bid reserved for Make In India products: Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid

document 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

17. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

Request for Proposal (RFP) for engagement of FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification (FoSTaC) program in all the States/UTs of FSSAI-Eastern Regional Office.

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Section I: General

The Food Safety and Standards Authority of India (FSSAI), head quartered at Delhi, 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. **The authority also has four Regional Offices located in Kolkata, Ghaziabad, Mumbai and Chennai.** The FSSAI has been created for laying down science-based standards for articles of food and to regulate their manufacturing, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption. One of the mandates of FSSAI is to promote general awareness about food safety and food standards.

Food Safety Training & Certification (FoSTaC) is a large-scale training and capacity building programme for the food business operators. In pursuance of Section 16 (3)(h) of the Food Safety and Standards Act 2006, Food Safety and Standards Authority of India (FSSAI) has to provide training programmes in Food Safety and Standards for persons (whether within or outside their area) who are or intend to become involved in food businesses, whether as food business operators or employees or otherwise. In this regard, FSSAI had initiated the largest Food Safety Training & Certification (FoSTaC) programme in July, 2017. The FoSTaC programme is aimed at creating a pool of food safety supervisors (FSS), who are trained in good hygiene and manufacturing practices as per requirements in Schedule 4 of Food Safety and Standards Licensing and Registration Regulations, 2011.

To help FBOs understand and compliance with hygiene and sanitary requirements, the Schedule 4 of Food Safety and Standards (Licensing and Registration of Food Businesses) Regulation, 2011 has been simplified to deliver training through 24 certification courses developed by a panel of domain experts empaneled by FSSAI covering the entire food value chain.

So far a more than 15 lakh food safety supervisors have been trained in over 44,000 trainings throughout the country after the initiation of the FoSTaC program in 2017. Organic growth of training capacity under FoSTaC program shows that there is demand for these kinds of training courses. Development of such a large training capacity in the country under FoSTaC program is evidence to the fact that country is undergoing major transformation as far as food safety is concerned. FoSTaC trainings are expected to bring in a culture of self-compliance on food safety measures amongst the food business and raise the bar for food safety and hygiene in the country.

The idea behind this RFP is to engage Training partners empaneled under the FoSTaC program of FSSAI for training of one lakh Food handlers in the Food Safety Supervisor (FSS) trainings in **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.** For this purpose, the scope of work to be taken care of by the training partner has been broadly spelt out in Section II.

The training partner will be required to conduct training through empaneled trainer and assessor, or a per any subsequent guidelines of FSSAI, using the FoSTaC portal. All other requirements such as **Mobilization and Registration of Trainees (ref 2.2.5)** manpower, training hall, Audio/Visual System, Stationery & other Misc. expense in conducting training will have to be met by the training partner. The training partner is expected to have expertise in these works. The entire training data like Attendance sheets, assessment sheets, photographs and videos of training will also be stored/ achieved and the training partner has the responsibility to provide it to FSSAI, as and when required. The training partner will not be allowed to sublet the tender assigned to it.

1.0 SCHEDULE AND CRITICAL DATES

1.0.1. The tentative schedule and critical dates are shown below:

S No.	Event	Date
1	Uploading of RFP in official website and GeM Portal	
2	Pre Bid Meeting at Regional Office	

3	Last date of submission	
4	Opening of Technical Bids	
5	Presentation by Shortlisted bidders	

1.0.2. Bidders are required to upload their Technical and Financial Bids on Gem Portal. Bidder shall be responsible for registering his/her company at GeM Portal and seeking all necessary approvals required to upload the bid.

1.0.3. FSSAI reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through the GeM Portal as well as FSSAI website (tender section) from time to time for any updated information.

1.0.4. Pre-Bid Meeting: A pre bid meeting will be held on _____ at _____ at _____, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised.

The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email (_____). They may also bring their queries in writing which could also be sent through email not later than two days before the scheduled date of pre-bid meeting.

The bidders are requested to examine the requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supporting documents along with the bid. Minutes of pre-bid meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all empaneled agencies/or published on FSSAI's website www.fssai.gov.in and on GeM Portal. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and not through the minutes of the pre bid meeting. It may be noted that non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary. The maximum number of participants from a training partner, who chooses to attend the Pre-Bid meeting, shall not be more than one person. The representatives attending the Pre-Bid meeting shall be in possession of an authority letter, duly signed by the authorized signatory of his/her organization.

1.1. PROCEDURE, TERMS AND CONDITIONS

1.1.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are uploaded in time on GeM portal <https://gem.gov.in/> or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the GeM.

1.1.3 All bids must remain valid for 75 days from the last date of submission of bids.

1.1.4 FSSAI reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

1.1.5 FSSAI reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the FSSAI.

1.1.6 FSSAI reserves the right not to accept bid(s) from training partner(s) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Training partner/Vigilance Cell.

1.1.7 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other training partners/organizations.

1.1.8 The Training partner must follow the guidelines issued under FoSTaC program for conducting trainings. They must create training batch, make enrollment of trainees before start of training, mark attendance & assign

assessment and provide certificate to the successful candidates only through FoSTaC portal. All the batches should be completed within seven days.

1.1.9 The timeline/schedule of deliverables will be decided as and when the requirement/task activities arise. Bidder should complete the job/activities as and when asked by FSSAI.

1.2 ELIGIBILITY CONDITIONS

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions.

Sl. No.	SPECIFIC REQUIREMENT	EVIDENCE
1	Empaneled Training Partner under FoSTaC program	Valid Certificate issued by Training division, FSSAI
2	The Training Partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Documents like Balance Sheet, P&L etc. certified by CA
3	The training partner must have an experience in conducting Food Safety related trainings in last two financial years (i.e. FY 2021-22 & 2022-23).	Copies of the work orders and training completion certificates.
4	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year (i.e. FY 2022-23).	Certificate issued by Training division, FSSAI.
5	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training projects such as Centre/State Govt, PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Copies of the work orders and order completion certificates.
6	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year (i.e. FY 2023-24).	Certificates (or batch codes) issued by Training division, FSSAI to be provided.
7	The training partner should have a local office in the 100 kms. range of the location of regional office.	Documentary evidence
8	PPT in 5 slides covering topic as mentioned in Sr. No. 6 of Technical bid format attached at annexure IV	PPT in Hard copy should be provided and to be presented at the time evaluation of Technical bid.

Proposals not complying the above eligibility conditions shall be summarily rejected

1.3 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and conditions:

a) EARNEST MONEY DEPOSIT AND PROCESSING FEE

(i) The bidder is required to submit Rs. 15,00,000/- (Rupees Fifteen lakhs only) as Earnest Money Deposit (EMD) by Demand Draft in favour of **"FSSAI Regional Office Kolkata" payable at Kolkata**. The copy of the EMD (demand draft) submitted should be uploaded along with

h the Bid. EMD should be submitted along with Technical Bid. The EMD is to be paid directly to **FSSAI's Bank Account in Bank of Baroda, BJ-91, Sector-II, Salt Lake, Bidhan Nagar, West Bengal-700091, Account No. 19700100016096 IFSC Code: BARB0SALTLA (Read Zero after BARB).** Please share **transfer details/UTR no.** while submitting online technical bids for reference and proof of payment.

- (ii) Technical Bid not accompanied with EMD shall be summarily rejected.
- (iii) No interest shall be payable by FSSAI for the sum deposited as Earnest Money Deposit.
- (iv) The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. However, the EMD of the successful bidder shall be adjusted against performance security.

b) PERFORMANCE SECURITY

(i) Selected bidder will have to submit a Performance Security equivalent to 3% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favor of **"FSSAI Regional Office Kolkata" payable at Kolkata**, within 10 days of issue of letter of acceptance of proposal.

(ii) Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Training partner on any account under the contract.

c) PERIOD OF CONTRACT

The contract will be initially for a period of one year, subject to the satisfaction of FSSAI. If performance is considered satisfactory by FSSAI, it may extend the contract period for further one year on the same terms & conditions.

d) PRICES

(i) The bidder is required to quote the total price for services as detailed in the scope of work/deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges/taxes.

(ii) The training partner has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period of one year.

(iii) No increase in the prices would be allowed during the contract period.

(e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, FSSAI may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the Training partners. To give the Training partner reasonable time in which to take an amendment into account in their bids, the FSSAI may, if the amendment is substantial, extend the deadline for the submission of bid.

(f) CONFLICT OF INTEREST

(i) The Training partner is required to provide professional, objective and impartial advice and at all times hold the FSSAI's interests' paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

(ii) Without limitation on the generality of the foregoing, training partner and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

- a) **Conflicting Activities:** A Training partner or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.
- b) **Conflicting Assignment/job:** A Training partner (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Training partner to be executed for the same or for another Employee.
- c) **Conflicting Relationships:** A Training partner that has a business or family relationship with a member of the FSSAI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the FSSAI throughout the selection process and the execution of the Contract.

The Training partner has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of FSSAI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to FSSAI, immediately. If the Training partner fails to disclose such situations and if the FSSAI comes to know about any such situation at any time, it may lead to the disqualification of the Training partner during bidding process or the termination of its contract during execution of the assignment.

g) PAYMENT

- (i) The payment will be released to the training partner on Monthly basis on receipt of invoice **with all supporting documents**, based on work achievement and satisfactory performance. The training partner will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the FSSAI. No advance payment will be made.
- (ii) Payment will be released on monthly basis on fulfillment of successful monthly commitments. Training partner should submit monthly bills with clear indication of monthly achievement.
- (iii) The monthly payment will be calculated by using the unit cost of training provided by the Training Partner in the financial bid or as finalized through this procurement process.

1.4 PENALTY CLAUSE

1.4.1 The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty, as considered fit by the authority, and may also lead to later termination of the contract in case of repeat violations. All the documents/code/application etc. prepared and developed by the bidder will be the property of the FSSAI. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the FSSAI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the FSSAI, together with a detailed inventory thereof.

1.4.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the FSSAI may take a decision to cancel the contract with immediate effect. Further, performance security of the training partner may also be forfeited if the performance of the training partner is not satisfactory.

1.4.3 In case of late services/no services on a specific activity, in which the training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Training partner. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.4.4 FSSAI will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 PREPARATION OF BID

All the bidders are requested to follow the instructions given below while up loading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on GeM portal i.e. on <https://gem.gov.in/>.

1.4.1 Technical and Financial Bids

- a) The technical bid should have the following:
- i. Forwarding letter as per Annexure I on the bidding organizations/ **Training Partners** printed letterhead.
 - ii. The bidder shall submit all documents as prescribed in Annexure II of the RFP document. All these documents should be properly referenced and **serially** numbered.
 - iii. **In case of online transfer**, the UTR details of submission of EMD should also be submitted along with the bid.
 - iv. Compliance and documentary proof of eligibility condition have to be provided as spelled out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
 - v. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as “not found”.
 - vi. A point to point compliance and self-declaration for acceptance of terms and condition of tender document has to be submitted as per Annexure V of RFP.
 - vii. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.
 - viii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of FSSAI has to be provided in case the information submitted by the training partner is found to be false and/or incorrect in any manner, the training partner can be suspended and/or debarred.
 - ix. All pages of the document submitted should be signed.
- b) The financial bid must contain the following:
- i. Financial bid is to be submitted in prescribed xls format i.e. the BoQ uploaded along with the RFP.
 - ii. While submitting the Financial Proposal, the firm shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, **hall/venue charges, audio/video charges, mobilization and registration of participants, refreshment, miscellaneous expenses**, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
 - b) The Financial Proposal shall take into account all expenses and tax liabilities. In the absence or the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
 - iii. It is further clarified that in no case the training partner so appointed, will be entitled to

payment beyond the fee quoted in the financial bid.

1.6 SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the bidder or a person duly authorized to sign the contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

1.7.1 Prior to evaluation of proposals, the FSSAI will determine whether each proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) It is received in the specified format;
- b) It is received by the due date including any extension thereof;
- c) It contains all the information (complete in all respects) as requested in the RFP;
- d) It does not contain any condition or qualification;
- e) It has deposited Rs. 15,00,00/- (Rupees Fifteen Lakhs only) as Earnest Money Deposit (EMD).

The FSSAI reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the FSSAI in respect of such Proposals.

1.7.2 Evaluation of bids

- a) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of a training partner.
- b) From the time the bids are opened to the time the contract is awarded, the Training partner should not contact the FSSAI on any matter related to its Technical and/ or Financial bid.
- c) Any effort by the Training partner to influence the FSSAI in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the training partner's bid.

1.7.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the technical bids on the basis of their responsiveness to the eligibility conditions mentioned in para 1.2 of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in Annexure IV of the RFP.

It is mandatory for shortlisted agencies to make a presentation before the Technical Evaluation Committee on _____. Absentees will not be considered for further processes.

Only Training partner obtaining a total score of 60 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure IV, would be declared technically qualified.

1.7.4. Criteria for Evaluation of Financial bid:

- (a) The Bidders, who qualify the first stage i.e. the Technical Evaluation, the tenderer shall be eligible for evaluation of their financial bid.
- (b) The work will be awarded in the following manner-

i. Selection of bidders shall be State wise on the basis of lowest quote

ed price bidder (L1)

- ii. 50% of the total work to the lowest quoted price bidder (L1)
- iii. 30% of the total work to the 2nd lowest quoted price bidder (L2) on the price of L1
- iv. 20% of the total work to the 3rd lowest quoted price bidder (L3) on the price of L1 The whole work will be awarded to the above bidders on the basis of RA (Reverse Auction) scheme.

1.8 APPLICABLE LAW AND JURISDICTION

This RFP, including all matters connected with this RFP, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of **Kolkata Court**, if required.

1.9 INSURANCE AND MEDICAL

- a) It shall be the responsibility of the training partner to insure their staff and equipment against any exigency that may occur at site. Training partner will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. FSSAI shall not be responsible for any such damages.
- b) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Training partner.

1.10 INDEMNIFICATION

1.10.1 Training partner shall at times indemnify and keep FSSAI indemnified against all claims/ damages etc. while providing its services under this contract.

1.10.2 Training partner shall at all times indemnify and keep FSSAI indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (training partner) employees or caused by any action, omission or operation conducted by or on behalf of training partner.

1.10.3 Training partner shall at all times indemnify and keep FSSAI indemnified against any and all claims by Trainers, assessors, employees, workman, agent(s) employed or engaged or otherwise working for Training partner, in respect of their wages, salaries, remuneration, compensation or the hike.

1.10.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

1.11 FORCE MAJEURE

1.11.1. For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the party.

1.11.2. The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

1.11.3. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.12 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the FSSAI may without prejudice to any other right or remedy available to the training partner recover damages for breach of the contract as under:

1.12.1 Recover from the Training partner as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

1.12.2 Cancel the contract or a portion thereof by serving prior notice of one month to the Training partner.

1.12.3 The FSSAI may take a decision to cancel the contract with immediate effect and/or debar/blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the FSSAI or take any other action as deemed necessary.

1.13 TRAINING PARTNER CODE OF CONDUCT AND BUSINESS ETHICS

1.13.1 Bribery and corruption:

Training partner are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and/or indulging in any corrupt practice in order to obtain or retain a business or contract.

1.13.2. Integrity, indemnity & limitation:

Training partner shall maintain high degree of integrity during the course of its dealings with business contractual relationship with the FSSAI. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the FSSAI. For avoidance of doubts, no rights shall accrue to the Training partner in relation to such business/contract and the FSSAI or any entity thereof shall not have or incur any obligation in respect thereof. The Training partner shall indemnify in respect of any loss or damage suffered by the FSSAI on account of such fraud, misrepresentation or suspension of material facts. The training partner will be solely responsible for the omission and commission of the employees deployed by them.

1.14 General Instructions:

1.14.1. For any clarifications, Training Division of FSSAI may be contacted at ro-kolkata@fssai.gov.in

1.14.2. Bids once submitted cannot be amended.

1.14.3. Any Bid which does not quote for all items will be considered to be non- responsive and shall be rejected.

1.14.4. The Training partner shall not assign or sublet the contract or any substantial part thereof to any other training partner, without written consent of the FSSAI.

SECTION II

SCOPE OF WORK / DELIVERABLE

2.1 INTRODUCTION

The Training Partner engaged for the work shall train one lakh food handlers under the Food Safety Training and Certification (FoSTaC) program and will perform various activities including mobilization of trainers/assessors/trainees, effective conduct of trainings under various courses, course manual dissemination and creating awareness through Food safety supervisor trainings about FoSTaC programme of FSSAI.

2.2 SCOPE OF WORK

The detailed scope of work is summarized in below points-

2.2.1 Target:

a) The engaged training partners will train one lakh Food handlers within one year of allotment of tender covering **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.**

b) All the trainings will be conducted through FoSTaC portal only.

2.2.2. Course and Duration:

a) The engaged training partners will provide training for Basic and Awareness courses under the FoSTaC program.

b) The duration of the course will be of 4 hrs.

2.2.3. Training Methodology:

a) The training methodology to be followed, including:

b) Interactive lectures and presentations

c) Demonstrations and practical exercises

d) Group discussions and case studies

e) Audio-visual aids and handouts

f) Followed by assessment

2.2.4 Geographical Coverage:

a) The engaged training partner will have to cover **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.** as directed from time to time by the regional office. The Training Partners may not deny FSSAI to conduct a specific training at specific place due to small batch size. Instead, Training Partner is free to add additional participants to such batches to make the training cost effective.

2.2.5. Mobilization and Registration of Trainees:

The engaged training partner will have to do mobilization and registration of trainees and various following tasks, including:

a) Collaboration with local authorities and industry associations to identify potential trainees.

- b) Conducting awareness campaigns and outreach programs to promote participation.
- c) Developing a mechanism for online or offline registration of trainees.
- d) Maintaining records of registered trainees and ensuring eligibility verification.

2.2.6. Conducting Training Sessions and Assessments:

- a) The engaged training partner will conduct training sessions effectively, which includes:
 - b) Ensuring availability of qualified trainers with relevant FSSAI certification and experience.
 - c) Ensuring trainers possess effective communication and training delivery skills.
 - d) Conducting training sessions at designated locations with adequate infrastructure and amenities.
 - e) Providing training materials (hand-outs, training kits) preferably in the local language.
 - f) Implementing a standardized assessment process to evaluate trainee knowledge and skills.
 - g) Issuing certificates to participants who successfully complete the training and assessment.

2.2.7. Reporting and Documentation:

The engaged training partner will have to do proper reporting and documentation which includes:

- a) Submission of monthly progress reports on training activities and trainees trained
- b) Maintaining attendance records and assessment results for all trainees for or at least two years from the date of end of tender
- c) The record should be stored in both digital and physical form for at least two years

2.2.8. Additional requirements:

The engaged training partner will have to fulfil following additional requirements-

- a) Language:

Trainer should use the local language for training for better understanding of the course.

b) Flexibility:

The engaged training partner should be flexible in scheduling training sessions to cater to the diverse needs of food handlers (mornings, evenings, and weekends). Also, they should organize training as and when required by the Regional Director during the tender period.

2.2.9. Manpower Requirement

a. At least one point of contact expert should be responsible for managing Training, mobilization and other activities of FoSTaC programme of FSSAI. In addition, they would be responsible for creation of awareness content about the FoSTaC programme. The persons deployed should be adequately supported by a back office for every kind of support.

b. One person with above competency shall be stationed in the regional office FSSAI or in the company's local office for day to day coordination during working hours and also during the emergent exigencies outside the working hours.

2.2.10 Performance Review

The training partner will submit a process of Performance Review on monthly basis which will be appreciated and suitably amended (if required) and implemented.

Annexure-I

Covering Letter for Submission of Bid

To

Regional Director (Eastern Regional Office),

Food Safety and Standards Authority of India

5th Floor, Weibel STP II, DN 53 Block Salt Lake, Sector 5,

Kolkata, West Bengal - 700091

Sir,

We are hereby submitting our bid, which includes Technical bid and financial bid. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory

[In full and attach authorization to represent the company

Date

Address

Annexure-I

TECHNICAL BID FORMAT

S. No.	Particulars	Document form	Page No. (in bid submitted)
1	Name of the Bidder (Training partner)		
2	Whether brief profile of the training partners enclosed (Max 2-3 pages)		
3	Address of the Bidder (Training partner)		
4	Year of establishment		
5	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, Designation, address, email and mobile number of the officer to whom all references shall be made regarding this tender.		
7	Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof	
8	Should have a local office within 100 kms of Regional office.	-Do-	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	

12	Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head	
13	The training partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years i.e. 2020-21, 2021-22 & 2022-23.	Balance Sheet etc. documents certified by CA	
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	
16	Valid Training Partner empanelment certificate	Certificate issued by Training Division, FSSAI	
17	The training partner must have an experience of at conducting Food Safety related trainings in last two financial years i.e. FY 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training	
18	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
19	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years i.e. FY 2020-21, 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training projects	
20	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
21	The training partner must have team of in-house trainers and assessors empaneled under the FoSTaC program	Letter of engagement with the TP must be enclosed	

22	The training partner must have an in- house mobilizing Team which will mobilize the trainees for training and will publicize the FoSTaC program.	Undertaking on letter head	
23	Training partner supporting/ promoting any of the following content either in digital/physical format will be treated negative for businesses:	Undertaking on letter head	
	a) Anti-National Content		
	b) Pornographic & Trafficking Content		
	c) Political Association		
	d) Malicious Content		
	e) Content Hurting Religious Sentiments		
	f) Promoting Piracy in any form		
24	At least 10 Team members who are permanent employees of the training partner, having been on the payroll for a minimum of 1 year.	Undertaking	

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Date

Authorized Signature (in full and in initials)

Name and Address and Title of the Signator,

Note: All documents should be in PDF format and have clarity (High Resolution)

Financial Bid Format (BoQ)

To

Regional Director (Eastern Regional Office),**Food Safety and Standards Authority of India****5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5,****Kolkata, West Bengal - 700091**

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section - II as well as details defined in the tender document is as mentioned below: -

Sr. No.	Description of Items	Unit(Rupees)
1	The Unit Price per participant for state of West Bengal	
2	The Unit Price per participant for state of Odisha	
3	The Unit Price per participant for state of Bihar	
4	The Unit Price per participant for state of Chhattisgarh	
5	The Unit Price per participant for state of Jharkhand	
6	The Unit Price per participant for state of Sikkim	
7	The Unit Price per participant for state of A & N Islands	
8	The Unit Price per participant for state of Assam	
9	The Unit Price per participant for state of Arunachal Pradesh	
10	The Unit Price per participant for state of Tripura	
11	The Unit Price per participant for state of Manipur	
12	The Unit Price per participant for state of Mizoram	
13	The Unit Price per participant for state of Meghalaya	

14	The Unit Price per participant for state of Nagaland	
15	Consolidated price (for training One lakh food handlers)	

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.3 of Section-I General. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date

Annexure - I

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below:

S. No.	Criteria	Maximum Marks
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1	<p>Financial strength (average turnover) for last three financial year years i.e. (FY 2020-21, 2021-22 & 2022-23), Minimum 20 lakhs average should be there.</p> <p>i. 20 lakhs : 6 marks</p> <p>ii. 20-30 lakhs : 8 marks</p> <p>iii. More than 30 lakhs : 10 marks</p>	10
2	<p>The training partner must have an experience of conducting Food Safety related trainings in the last two financial years (i.e. FY 2021-22 & 2022-23).</p> <p>i. Minimum 2 years : 10 marks</p> <p>ii. Above 2 years and up to 3 years : 12 marks</p> <p>iii. More than 3 years : 15 marks</p>	15
3	<p>The training partner must have completed at least 20 FoS TaC related trainings in last one financial year (i.e. FY 2022-23).</p> <p>i. Minimum 20 trainings : 6 marks</p> <p>ii. Above 20 to 40 trainings : 8 marks</p> <p>iii. Above 40 trainings : 10 marks</p>	10
4	<p>The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23).</p> <p>i. 2 to 4 projects :8 marks</p> <p>ii. 5 to 7 projects :10 marks</p> <p>iii. More than 7 projects :15 marks</p>	15

5	<p>The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. (FY 2022-23)</p> <ul style="list-style-type: none"> i. Up to 1000 Food handlers : 10 marks ii. More than 1000 to 5000 Food handlers : 15 marks iii. More than 5000 Food handlers trained : 20 marks 	20
6	<p>The presentation shall be evaluated on the parameters including</p> <ul style="list-style-type: none"> i. Scope of work: 10 marks ii. Understanding of FoSTaC program requirements: 05 marks iii. Implementation Plan and Roadmap of achieving the target: 10 mark iv. Innovative ideas for amplification of the FoSTaC program: 05 marks <p>The bidder should obtain at least 60% or more marks in each of the above sub points i.e. in 6 (i) to 6 (iv) points in order to be technically qualified.</p>	30
Total		100

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: / /

To

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Tender. Tender Reference No:

Name of Tender /Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully

(Signature of the Bidder, with Official Seal)

18. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

19. Buyer Added Bid Specific SLA

Text Clause(s)

Request for Proposal (RFP) for engagement of FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification (FoSTaC) program in all the States/UTs of FSSAI-Eastern Regional Office.

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Section I: General

The Food Safety and Standards Authority of India (FSSAI), head quartered at Delhi, 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. **The authority also has four Regional Offices located in Kolkata, Ghaziabad, Mumbai and Chennai.** The FSSAI has been created for laying down science-based standards for articles of food and to regulate their manufacturing, storage, distribution, sale and import to ensure the availability of safe and wholesome food for human consumption. One of the mandates of FSSAI is to promote general awareness about food safety and food standards.

Food Safety Training & Certification (FoSTaC) is a large-scale training and capacity building programme for the food business operators. In pursuance of Section 16 (3)(h) of the Food Safety and Standards Act 2006, Food Safety and Standards Authority of India (FSSAI) has to provide training programmes in Food Safety and Standards for persons (whether within or outside their area) who are or intend to become involved in food businesses, whether as food business operators or employees or otherwise. In this regard, FSSAI had initiated the largest Food Safety Training & Certification (FoSTaC) programme in July, 2017. The FoSTaC programme is aimed

ed at creating a pool of food safety supervisors (FSS), who are trained in good hygiene and manufacturing practices as per requirements in Schedule 4 of Food Safety and Standards Licensing and Registration Regulations, 2011.

To help FBOs understand and compliance with hygiene and sanitary requirements, the Schedule 4 of Food Safety and Standards (Licensing and Registration of Food Businesses) Regulation, 2011 has been simplified to deliver training through 24 certification courses developed by a panel of domain experts empaneled by FSSAI covering the entire food value chain.

So far a more than 15 lakh food safety supervisors have been trained in over 44,000 trainings throughout the country after the initiation of the FoSTaC program in 2017. Organic growth of training capacity under FoSTaC program shows that there is demand for these kinds of training courses. Development of such a large training capacity in the country under FoSTaC program is evidence to the fact that country is undergoing major transformation as far as food safety is concerned. FoSTaC trainings are expected to bring in a culture of self-compliance on food safety measures amongst the food business and raise the bar for food safety and hygiene in the country.

The idea behind this RFP is to engage Training partners empaneled under the FoSTaC program of FSSAI for training of one lakh Food handlers in the Food Safety Supervisor (FSS) trainings in **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands**. For this purpose, the scope of work to be taken care of by the training partner has been broadly spelt out in Section II.

The training partner will be required to conduct training through empaneled trainer and assessor, or as per any subsequent guidelines of FSSAI, using the FoSTaC portal. All other requirements such as **Mobilization and Registration of Trainees (ref 2.2.5)** manpower, training hall, Audio/Visual System, Stationery & other Misc. expense in conducting training will have to be met by the training partner. The training partner is expected to have expertise in these works. The entire training data like Attendance sheets, assessment sheets, photographs and videos of training will also be stored/ achieved and the training partner has the responsibility to provide it to FSSAI, as and when required. The training partner will not be allowed to sublet the tender assigned to it.

1.0 SCHEDULE AND CRITICAL DATES

1.0.1. The tentative schedule and critical dates are shown below:

S No.	Event	Date
1	Uploading of RFP in official website and GeM Portal	
2	Pre Bid Meeting at Regional Office	
3	Last date of submission	
4	Opening of Technical Bids	
5	Presentation by Shortlisted bidders	

1.0.2. Bidders are required to upload their Technical and Financial Bids on Gem Portal. Bidder shall be responsible for registering his/her company at GeM Portal and seeking all necessary approvals required to upload the bid.

1.0.3. FSSAI reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole respons

bility of prospective bidders to go through the GeM Portal as well as FSSAI website (tender section) from time to time for any updated information.

1.0.4. Pre-Bid Meeting: A pre bid meeting will be held on _____ at _____ at _____, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised.

The bidders willing to attend the pre-bid conference are requested to inform the FSSAI beforehand in writing or through email (_____). They may also bring their queries in writing which could also be sent through email not later than two days before the scheduled date of pre-bid meeting.

The bidders are requested to examine the requirements of the Bid Documents so as to avoid any confusion/scope of not adhering to fulfilling the required conditions and submission of supporting documents along with the bid. Minutes of pre-bid meeting, including the text of the queries raised and the responses/suggestions given, together with any responses prepared after the meeting, will be transmitted without delay to all empaneled agencies/or published on FSSAI's website www.fssai.gov.in and on GeM Portal. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI exclusively through the issue of an addendum and not through the minutes of the pre bid meeting. It may be noted that non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder and is purely voluntary. The maximum number of participants from a training partner, who chooses to attend the Pre-Bid meeting, shall not be more than one person. The representatives attending the Pre-Bid meeting shall be in possession of an authority letter, duly signed by the authorized signatory of his/her organization.

1.1. PROCEDURE, TERMS AND CONDITIONS

1.1.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

1.1.2 It is the responsibility of the Bidder to ensure that the bids are up loaded in time on GeM portal <https://gem.gov.in/> or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the GeM.

1.1.3 All bids must remain valid for 75 days from the last date of submission of bids.

1.1.4 FSSAI reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

1.1.5 FSSAI reserves the right to accept the whole, or part or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the FSSAI.

1.1.6 FSSAI reserves the right not to accept bid(s) from training partner(s) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Training partner/Vigilance Cell.

1.1.7 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other training partners/organizations.

1.1.8 The Training partner must follow the guidelines issued under FoSTaC program for conducting trainings. They must create training batch, make enrollment of trainees before start of training, mark attendance & assessment and provide certificate to the successful candidates only through FoSTaC portal. All the batches should be completed within seven days.

1.1.9 The timeline/schedule of deliverables will be decided as and when the requirement/task activities arise. Bidder should complete the job/activities as and when asked by FSSAI.

1.2 ELIGIBILITY CONDITIONS

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions.

Sl. No.	SPECIFIC REQUIREMENT	EVIDENCE
----------------	-----------------------------	-----------------

1	Empaneled Training Partner under FoSTaC program	Valid Certificate issued by Training division, FSSAI
2	The Training Partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Documents like Balance Sheet, P&L etc. certified by CA
3	The training partner must have an experience in conducting Food Safety related trainings in last two financial years (i.e. FY 2021-22 & 2022-23).	Copies of the work orders and training completion certificates.
4	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year (i.e. FY 2022-23).	Certificate issued by Training division, FSSAI.
5	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training projects such as Centre/State Govt, PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22, & 2022-23).	Copies of the work orders and order completion certificates.
6	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year (i.e. FY 2023-24).	Certificates (or batch codes) issued by Training division, FSSAI to be provided.
7	The training partner should have a local office in the 100 kms. range of the location of regional office.	Documentary evidence
8	PPT in 5 slides covering topic as mentioned in Sr. No. 6 of Technical bid format attached at annexure IV	PPT in Hard copy should be provided and to be presented at the time evaluation of Technical bid.

Proposals not complying the above eligibility conditions shall be summarily rejected

1.3 COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and conditions:

a) **EARNEST MONEY DEPOSIT AND PROCESSING FEE**

(i) The bidder is required to submit Rs. 15,00,000/- (Rupees Fifteen lakhs only) as Earnest Money Deposit (EMD) by Demand Draft in favour of **"FSSAI Regional Office Kolkata" payable at Kolkata**. The copy of the EMD (demand draft) submitted should be uploaded along with the Bid. EMD should be submitted along with Technical Bid. The EMD is to be paid directly to **FSSAI's Bank Account in Bank of Baroda, BJ-91, Sector-II, Salt Lake, Bidhan Nagar, West Bengal-700091, Account No. 19700100016096 IFSC Code: BARB0SALTLA (Reserve Bank Zero after BARB)**. Please share **transfer details/UTR no.** while submitting online technical bids for reference and proof of payment.

(ii) Technical Bid not accompanied with EMD shall be summarily rejected.

(iii) No interest shall be payable by FSSAI for the sum deposited as Earnest Money Deposit.

(iv) The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. However, the EMD of the successful bidder shall be adjusted against performance security.

b) **PERFORMANCE SECURITY**

(i) Selected bidder will have to submit a Performance Security equivalent to 3% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee (BG) from a scheduled commercial bank in favor of **"FSSAI Regional Office Kolkata" payable at Kolkata**, within 10 days of issue of letter of acceptance of proposal.

(ii) Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Training partner on any account under the contract.

c) PERIOD OF CONTRACT

The contract will be initially for a period of one year, subject to the satisfaction of FSSAI. If performance is considered satisfactory by FSSAI, it may extend the contract period for further one year on the same terms & conditions.

d) PRICES

(i) The bidder is required to quote the total price for services as detailed in the scope of work/deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges/taxes.

(ii) The training partner has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period of one year.

(iii) No increase in the prices would be allowed during the contract period.

(e) AMENDMENT OF TENDER DOCUMENT

At any time before the submission of bids, FSSAI may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the Training partners. To give the Training partner reasonable time in which to take an amendment into account in their bids, the FSSAI may, if the amendment is substantial, extend the deadline for the submission of bid.

(f) CONFLICT OF INTEREST

(i) The Training partner is required to provide professional, objective and impartial advice and at all times hold the FSSAI's interests' paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

(ii) Without limitation on the generality of the foregoing, training partner and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

a) **Conflicting Activities:** A Training partner or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

b) **Conflicting Assignment/job:** A Training partner (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Training partner to be executed for the same or for another Employee.

c) **Conflicting Relationships:** A Training partner that has a business or family relationship with a member of the FSSAI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the FSSAI throughout the selection process and the execution of the Contract.

The Training partner has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of FSSAI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to FSSAI, immediately. If the Training partner fails to disclose such situations and if the FSSAI comes to know about any such situation at any time, it may lead to the disqualification of the Training partner during bidding process or the termination of its contract during execution of the assignment.

g) PAYMENT

(i) The payment will be released to the training partner on Monthly basis on receipt of invoice **with all supporting documents**, based on work achievement and satisfactory performance. The training partner will be asked to submit monthly work achievement on Scope of Work as mentioned in Section II of this document for assessment by the FSSAI. No advance payment will be made.

(ii) Payment will be released on monthly basis on fulfillment of successful monthly commitments. Training partner should submit monthly bills with clear indication of monthly achievement.

(iii) The monthly payment will be calculated by using the unit cost of training provided by the Training Partner in the financial bid or as finalized through this procurement process.

1.4 PENALTY CLAUSE

1.4.1 The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty, as considered fit by the authority, and may also lead to later termination of the contract in case of repeat violations. All the documents/code/application etc. prepared and developed by the bidder will be the property of the FSSAI. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the FSSAI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the FSSAI, together with a detailed inventory thereof.

1.4.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, the FSSAI may take a decision to cancel the contract with immediate effect. Further, performance security of the training partner may also be forfeited if the performance of the training partner is not satisfactory.

1.4.3 In case of late services/no services on a specific activity, in which the training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Training partner. The timeline/schedule of deliverables will be decided as and when the requirement/ tasks /activities arise.

1.4.4 FSSAI will have the right to cancel the contract at any time without assigning any reason thereof.

1.5 PREPARATION OF BID

All the bidders are requested to follow the instructions given below while uploading the bids. Proposal should be uploaded on two bid basis - separate technical and financial bids on GeM portal i.e. on <https://gem.gov.in/>.

1.4.1 Technical and Financial Bids

a) The technical bid should have the following:

i. Forwarding letter as per Annexure I on the bidding organizations/ **Training Partners** printed letterhead.

ii. The bidder shall submit all documents as prescribed in Annexure II of the RFP document. All these documents should be properly referenced and **serially** numbered.

- iii. **In case of online transfer**, the UTR details of submission of EMD should also be submitted along with the bid.
 - iv. Compliance and documentary proof of eligibility condition have to be provided as spelled out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.
 - v. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as "not found".
 - vi. A point to point compliance and self-declaration for acceptance of terms and condition of tender document has to be submitted as per Annexure V of RFP.
 - vii. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation has to be provided.
 - viii. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of FSSAI has to be provided in case the information submitted by the training partner is found to be false and/or incorrect in any manner, the training partner can be suspended and/or debarred.
 - ix. All pages of the document submitted should be signed.
- b) The financial bid must contain the following:
- i. Financial bid is to be submitted in prescribed xls format i.e. the BoQ uploaded along with the RFP.
 - ii. While submitting the Financial Proposal, the firm shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, **hall/venue charges, audio/video charges, mobilization and registration of participants, refreshment, miscellaneous expenses**, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.
 - b) The Financial Proposal shall take into account all expenses and tax liabilities. In order to avoid any doubt, it is clarified that all taxes shall be deemed to be included in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
 - iii. It is further clarified that in no case the training partner so appointed, will be entitled to payment beyond the fee quoted in the financial bid.

1.6 SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the bidder or a person duly authorized to sign the contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

1.7 METHOD OF EVALUATION AND AWARDS OF CONTRACT

1.7.1 Prior to evaluation of proposals, the FSSAI will determine whether each proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- a) It is received in the specified format;
- b) It is received by the due date including any extension thereof;

- c) It contains all the information (complete in all respects) as requested in the RFP;
- d) It does not contain any condition or qualification;
- e) It has deposited Rs. 15,00,00/- (Rupees Fifteen Lakhs only) as Earnest Money Deposit (EMD).

The FSSAI reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the FSSAI in respect of such Proposals.

1.7.2 Evaluation of bids

- a) Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of a training partner.
- b) From the time the bids are opened to the time the contract is awarded, the Training partner should not contact the FSSAI on any matter related to its Technical and/ or Financial bid.
- c) Any effort by the Training partner to influence the FSSAI in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the training partner's bid.

1.7.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the technical bids on the basis of their responsiveness to the eligibility conditions mentioned in para 1.2 of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in Annexure IV of the RFP.

It is mandatory for shortlisted agencies to make a presentation before the Technical Evaluation Committee on _____. Absentees will not be considered for further processes.

Only Training partner obtaining a total score of 60 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure IV, would be declared technically qualified.

1.7.4. Criteria for Evaluation of Financial bid:

- (a) The Bidders, who qualify the first stage i.e. the Technical Evaluation, the tenderer shall be eligible for evaluation of their financial bid.
- (b) The work will be awarded in the following manner-

i. Selection of bidders shall be State wise on the basis of lowest quoted price bidder (L1)

- ii. 50% of the total work to the lowest quoted price bidder (L1)
- iii. 30% of the total work to the 2nd lowest quoted price bidder (L2) on the price of L1
- iv. 20% of the total work to the 3rd lowest quoted price bidder (L3) on the price of L1. The whole work will be awarded to the above bidders on the basis of RA (Reverse Auction) scheme.

1.8 APPLICABLE LAW AND JURISDICTION

This RFP, including all matters connected with this RFP, shall be governed by the Indian laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of **Kolkata Court**, if required.

1.9 INSURANCE AND MEDICAL

a) It shall be the responsibility of the training partner to insure their staff and equipment against any exigency that may occur at site. Training partner will also take insurance cover for third party liability, which might occur due to damages caused to their manpower, equipment etc. FSSAI shall not be responsible for any such damages.

b) Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Training partner.

1.10 INDEMNIFICATION

1.10.1 Training partner shall at times indemnify and keep FSSAI indemnified against all claims/ damages etc. while providing its services under this contract.

1.10.2 Training partner shall at all times indemnify and keep FSSAI indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (training partner) employees or caused by any action, omission or operation conducted by or on behalf of training partner.

1.10.3 Training partner shall at all times indemnify and keep FSSAI indemnified against any and all claims by Trainers, assessors, employees, workman, agent(s) employed or engaged or otherwise working for Training partner, in respect of their wages, salaries, remuneration, compensation or the hike.

1.10.4 All claims regarding indemnity shall survive the termination or expiry of the contract.

1.11 FORCE MAJEURE

1.11.1. For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the party.

1.11.2. The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

1.11.3. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

1.12 FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Training partner fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the FSSAI may without prejudice to any other right or remedy available to the training partner recover damages for breach of the contract as under:

1.12.1 Recover from the Training partner as liquidated damages which will be charged by way of penalty, as specified in the Clause 1.4 (Penalty Clause).

1.12.2 Cancel the contract or a portion thereof by serving prior notice of one month to the Training partner.

1.12.3 The FSSAI may take a decision to cancel the contract with immediate effect and/or debar/blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the FSSAI or take any other action as deemed necessary.

1.13 TRAINING PARTNER CODE OF CONDUCT AND BUSINESS ETHICS

1.13.1 Bribery and corruption:

Training partner are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and/or indulging in any corrupt practice in order to obtain or retain a business or contract.

1.13.2. Integrity, indemnity & limitation:

Training partner shall maintain high degree of integrity during the course of its dealings with business contractual relationship with the FSSAI. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the FSSAI. For avoidance of doubts, no rights shall accrue to the Training partner in relation to such business/contract and the FSSAI or any entity thereof shall not have or incur any obligation in respect thereof. The Training partner shall indemnify in respect of any loss or damage suffered by the FSSAI on account of such fraud, misrepresentation or suspension of material facts. The training partner will be solely responsible for the omission and commission of the employees deployed by them.

1.14 General Instructions:

1.14.1. For any clarifications, Training Division of FSSAI may be contacted at ro-kolkata@fssai.gov.in

1.14.2. Bids once submitted cannot be amended.

1.14.3. Any Bid which does not quote for all items will be considered to be non-responsive and shall be rejected.

1.14.4. The Training partner shall not assign or sublet the contract or any substantial part thereof to any other training partner, without written consent of the FSSAI.

SECTION II

SCOPE OF WORK / DELIVERABLE

2.1 INTRODUCTION

The Training Partner engaged for the work shall train one lakh food handlers under the Food Safety Training and Certification (FoSTaC) program and will perform various activities including mobilization of trainers/assessors/trainees, effective conduct of trainings under various courses, course manual dissemination and creating awareness through Food safety supervisor trainings about FoSTaC programme of FSSAI.

2.2 SCOPE OF WORK

The detailed scope of work is summarized in below points-

2.2.1 Target:

a) The engaged training partners will train one lakh Food handlers within one year of allotment of tender covering **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.**

b) All the trainings will be conducted through FoSTaC portal only.

2.2.2. Course and Duration:

- a) The engaged training partners will provide training for Basic and Awareness courses under the FoSTaC program.
- b) The duration of the course will be of 4 hrs.

2.2.3. Training Methodology:

- a) The training methodology to be followed, including:
 - b) Interactive lectures and presentations
 - c) Demonstrations and practical exercises
 - d) Group discussions and case studies
 - e) Audio-visual aids and handouts
 - f) Followed by assessment

2.2.4 Geographical Coverage:

- a) The engaged training partner will have to cover **all the States/UTs falling under the Eastern Regional office jurisdiction namely Arunachal Pradesh, Assam, Bihar, Chhattisgarh, Jharkhand, Manipur, Meghalaya, Mizoram, Nagaland, Odisha, Sikkim, Tripura and West Bengal and Andaman & Nicobar Islands.** as directed from time to time by the regional office. The Training Partners may not deny FSSAI to conduct a specific training at specific place due to small batch size. Instead, Training Partner is free to add additional participants to such batches to make the training cost effective.

2.2.5. Mobilization and Registration of Trainees:

The engaged training partner will have to do mobilization and registration of trainees and various following tasks, including:

- a) Collaboration with local authorities and industry associations to identify potential trainees.
- b) Conducting awareness campaigns and outreach programs to promote participation.
- c) Developing a mechanism for online or offline registration of trainees.
- d) Maintaining records of registered trainees and ensuring eligibility verification.

2.2.6. Conducting Training Sessions and Assessments:

- a) The engaged training partner will conduct training sessions effectively, which includes:
 - b) Ensuring availability of qualified trainers with relevant FSSAI certification and experience.

- c) Ensuring trainers possess effective communication and training delivery skills.
- d) Conducting training sessions at designated locations with adequate infrastructure and amenities.
- e) Providing training materials (hand-outs, training kits) preferably in the local language.
- f) Implementing a standardized assessment process to evaluate trainee knowledge and skills.
- g) Issuing certificates to participants who successfully complete the training and assessment.

2.2.7. Reporting and Documentation:

The engaged training partner will have to do proper reporting and documentation which includes:

- a) Submission of monthly progress reports on training activities and trainees trained
- b) Maintaining attendance records and assessment results for all trainees for or at least two years from the date of end of tender
- c) The record should be stored in both digital and physical form for at least two years

2.2.8. Additional requirements:

The engaged training partner will have to fulfil following additional requirements-

- a) Language:

Trainer should use the local language for training for better understanding of the course.

- b) Flexibility:

The engaged training partner should be flexible in scheduling training sessions to cater to the diverse needs of food handlers (mornings, evenings, and weekends). Also, they should organize training as and when required by the Regional Director during the tender period.

2.2.9. Manpower Requirement

a. At least one point of contact expert should be responsible for managing Training, mobilization and other activities of FoSTaC programme of FSSAI. In addition, they would be responsible for creation of awareness content about the FoSTaC programme. The persons deployed should be adequately supported by a back office for every kind of support.

b. One person with above competency shall be stationed in the regional office FSSAI or in the company's local office for day to day coordination during working hours and also during the emergent exigencies outside the working hours.

2.2.10 Performance Review

The training partner will submit a process of Performance Review on monthly basis which will be appr
priated and suitably amended (if required) and implemented.

Annexure-I

Covering Letter for Submission of Bid

To

Regional Director (Eastern Regional Office),

Food Safety and Standards Authority of India

5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5,

Kolkata, West Bengal - 700091

Sir,

We are hereby submitting our bid, which includes Technical bid and financial bid. We hereby declare t
at all the information and statements made in this bid are true and accept that any misinterpretation contain
d in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the
work order. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory

[In full and attach authorization to represent the company

Date

(Seal) Name and Title of Signatory Name of Firm

Address

Annexure-I

TECHNICAL BID FORMAT

S. No.	Particulars	Document for m	Page No. (i n bid subm itted)
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1	Name of the Bidder (Training partner)		
2	Whether brief profile of the training partner is enclosed (Max 2-3 pages)		
3	Address of the Bidder (Training partner)		
4	Year of establishment		
5	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, Designation, address, email and mobile number of the officer to whom all references shall be made regarding this tender.		
7	Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof	
8	Should have a local office within 100 kms of Regional office.	-Do-	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	
12	Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head	
13	The training partner must have annual turnover of a minimum of Rs. 20 lakhs average for the last three financial years i.e. 2020-21, 2021-22 & 2022-2.	Balance Sheet etc. documents certified by CA	
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	

16	Valid Training Partner empanelment certificate	Certificate issued by Training Division, FSSAI	
17	The training partner must have an experience of at conducting Food Safety related trainings in last two financial years i.e. FY 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training	
18	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
19	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years i.e. FY 2020-21, 2021-22 & 2022-23.	Copies of the work orders and completion certificate of training projects	
20	The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. FY 2022-23.	Certificate issued by Training Division, FSSAI	
21	The training partner must have team of in-house trainers and assessors empaneled under the FoSTaC program	Letter of engagement with the TP must be enclosed	
22	The training partner must have an in-house mobilizing Team which will mobilize the trainees for training and will publicize the FoSTaC program.	Undertaking on letter head	
	Training partner supporting/ promoting any of the following content either in digital/physical format will be treated negative for businesses:		
	a) Anti-National Content		
	b) Pornographic & Trafficking Content		
		Undertaking on letter head	

23	c) Political Association		
	d) Malicious Content		
	e) Content Hurting Religious Sentiments		
	f) Promoting Piracy in any form		
24	At least 10 Team members who are permanent employees of the training partner, having been on the payroll for a minimum of 1 year.	Undertaking	

Apart from above all requisite papers mentioned in the tender document are also enclosed.

Date

Authorized Signature (in full and in initials)

Name and Address and Title of the Signatory

Note: All documents should be in PDF format and have clarity (High Resolution)

Annexure-II

Financial Bid Format (BoQ)

To

Regional Director (Eastern Regional Office),

Food Safety and Standards Authority of India

5th Floor, Webel STP II, DN 53 Block Salt Lake, Sector 5,

Kolkata, West Bengal - 700091

Sir,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert Date). Our Financial Bid against the Scope for work in Section - II as well as details defined in the tender document is as mentioned below: -

Sr. No.	Description of Items	Unit(Rupees)
1	The Unit Price per participant for state of West Bengal	
2	The Unit Price per participant for state of Odisha	
3	The Unit Price per participant for state of Bihar	
4	The Unit Price per participant for state of Chhattisgarh	
5	The Unit Price per participant for state of Jharkhand	
6	The Unit Price per participant for state of Sikkim	
7	The Unit Price per participant for state of A & N Islands	
8	The Unit Price per participant for state of Assam	
9	The Unit Price per participant for state of Arunachal Pradesh	
10	The Unit Price per participant for state of Tripura	
11	The Unit Price per participant for state of Manipur	
12	The Unit Price per participant for state of Mizoram	
13	The Unit Price per participant for state of Meghalaya	
14	The Unit Price per participant for state of Nagaland	
15	Consolidated price (for training One lakh food handlers)	

Our bid shall be binding upon us up to period of validity as indicated in sub clause 1.1.3 of Section-I General. We understand you are not bound to accept any bid you receive.

Yours sincerely

Authorized Signatory [In full and initials] Name and Title of Signatory

Name and address of the firm

Date

Annexure - I

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below:

S. No.	Criteria	Maximum Marks
1	Financial strength (average turnover) for last three financial year years i.e. (FY 2020-21, 2021-22 & 2022-23), Minimum 20 lakhs average should be there. i. 20 lakhs : 6 marks ii. 20-30 lakhs : 8 marks iii. More than 30 lakhs : 10 marks	10

2	<p>The training partner must have an experience of conducting Food Safety related trainings in the last two financial years (i.e. FY 2021-22 & 2022-23).</p> <ul style="list-style-type: none"> i. Minimum 2 years : 10 marks ii. Above 2 years and up to 3 years : 12 marks iii. More than 3 years : 15 marks 	15
3	<p>The training partner must have completed at least 20 FoS TaC related trainings in last one financial year (i.e. FY 2022-23).</p> <ul style="list-style-type: none"> i. Minimum 20 trainings : 6 marks ii. Above 20 to 40 trainings : 8 marks iii. Above 40 trainings : 10 marks 	10
4	<p>The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for government training project such as Centre/State Govt. PSUs, etc. in last three financial years (i.e. FY 2020-21, 2021-22 & 2022-23).</p> <ul style="list-style-type: none"> i. 2 to 4 projects :8 marks ii. 5 to 7 projects :10 marks iii. More than 7 projects :15 marks 	15

5	<p>The training partner must have an experience of training of 1000 Food handlers under FoSTaC program in last one financial year i.e. (FY 2022-23)</p> <ul style="list-style-type: none"> i. Up to 1000 Food handlers : 10 marks ii. More than 1000 to 5000 Food handlers : 15 marks iii. More than 5000 Food handlers trained : 20 marks 	20
6	<p>The presentation shall be evaluated on the parameters including</p> <ul style="list-style-type: none"> i. Scope of work: 10 marks ii. Understanding of FoSTaC program requirements: 05 marks iii. Implementation Plan and Roadmap of achieving the target: 10 mark iv. Innovative ideas for amplification of the FoSTaC program: 05 marks <p>The bidder should obtain at least 60% or more marks in each of the above sub points i.e. in 6 (i) to 6 (iv) points in order to be technically qualified.</p>	30
Total		100

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: / /

To

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Tender. Tender Reference No:

Name of Tender /Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned Tender/Work from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully

(Signature of the Bidder, with Official Seal)

20. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

21. Swachh Bharat Mission(SBM)

Scoping for AMC of STP

a.The shift operators shall

1.Attend duty in the stipulated time and allotted shift and Operate , Maintain the Plant equipment's (STP) by following the Work Instructions and Safety Guidelines .

2.Check the Raw Sewage Pumps, Sludge Recirculation Pumps, Aerators(fixed/surface), Pre Final Treated Water pumps, Final Treated Water Pumps, Air blower and Electrical panel, Pressure sand filter, tank, etc. for

healthiness and record in the daily log book. Record the Flow meter readings.

3.Periodic cleaning of Bar Screen Chamber from accumulation of solid debris flowing towards Equalization Tank.

4.Periodically Collect the Sample of Sewage from the Surface aerator tank and shall be transferred to Imhoff cone for measuring MLSS/MLVSS content and based on the result necessary adjustment shall be carried out for healthy operation of the plant.

5.Prepare Sodium Hypochlorite solution as per the instruction and adjust the flow for disinfecting the treated sewage.

6.Keep the Plant surroundings neat and clean by way of cleaning the spillages, overflows, clogging etc.

7.Check the 'Return Sludge' as applicable.

8.Any other activity required on SOS basis.

Caution : (i) *The operator should not enter any confined space without checking the level of oxygen in indoor air.*

(ii) *Compliance to regulatory norms as prescribed by concern SPCB/PCC is one of the basic condition of Contract and non-negotiable.*

b.The Contractor or his technical representative Shall

1.Visit the STP "ONCE IN A WEEK" and shall observe and report the healthiness of the plant to the Client/Site Incharge. He shall put his signature in the attendance register maintained at the plant during each visit to the plant and report to the concerned engineer.

2.He/She shall be responsible for the general administration works for the operators deputed for the work.

3.He/She shall be responsible for preparing and submitting the monthly invoices, entry pass of operators, Sunday and holiday entry passes, Attendance upkeep, coordination with HR department and liason during visit of state government officials for verification of documents.

4.He/She shall be responsible for providing necessary guidelines for the operator regarding safety, health and environmental matters and create general awareness about company disciplines.

5.He/She shall be responsible for all official correspondences with Client/Site Incharge.

6.He/She shall be responsible for any failure of the operators in following the company disciplines and standing orders.

7.Any other activity required on SOS basis.

The contractor shall follow the labour laws in engaging the man power and ensure that the operators are given weekly off also to depute Operator if the Shift Operator / General shift operator is on leave / absent / compensatory off.

22. Swachh Bharat Mission(SBM)

Fixed /Floating Surface Aerator

The shift operators shall

1.Clear the shaft of the motor from any algae or sludge build up, simply by wiping it down.

2.Inspect the system for any damages caused by objects colliding with the aerator such as rocks.

3.Check the electrical cable for any cuts or abrasions and test the voltage.

4.Check that the aerators operation is normal and the motor is not producing any strange noises.

5.Clear the motor housing.

6.Clear the nozzle from any build-up.

23. Swachh Bharat Mission(SBM)

Diffused Air Aeration System

The shift operator shall

1.Check proper operation of the blower.

2.Check proper operation of PLC control and alarms.

3.Check and clean the air intakes on the blower enclosure.

4.Clean the filter on the blower.

5.Determine the level of sludge on the bottom of the clarifier and adjust waste cycle.

6.Check to ensure the air intakes are clear of debris.

7.Check operation of compressor and clean filter.

8.Check the integrity of the air line and sensor fittings in enclosure.

9.Check to ensure aeration is fine and even across tank.

Caution : *The operator should not enter any confined space without checking the level of oxygen in indoor*

air.

24. **Swachh Bharat Mission(SBM)**

Chemical Dosing System for Chlorination

The shift operator shall

1. Check the organic matter component at low level prior to chlorine addition.
2. Check the residual chlorine @ 45 minutes.
3. Check whether the solution is correctly sucked into the injection pump;
4. Regularly check the diaphragm assembly for wear or breakage;
5. Clean the one-way valve and filter regularly.
6. At temperature lower than 0°C, stop using the dosing pump and drain the water in the pump;
7. Do not use tools to adjust pressure. The pressure only can be adjusted when there is no pressure in the dosing pump.
8. Regularly check the liquid level in the chemical storage tank to prevent the metering pump from running without load.
9. Check whether the bolts of the pump head of the metering pump are tight and whether the seals are intact at least once every three months.

25. **Swachh Bharat Mission(SBM)**

Primary and Secondary Clarifiers with scraping mechanism

The shift operator shall

1. Check for the condensate accumulation in scraper drive and remove it frequently.
2. Lubricate primary and secondary reducers and the main gear and bearing on regular basis.
3. Check all oil levels weekly and should also drain and replace the main gear oil every 6 months.
4. Check to ensure that the torque control is functioning properly.
5. Lubricate all types of primary and secondary reducers, bearings and seals on regular basis and replace when necessary.

26. **Swachh Bharat Mission(SBM)**

Pressure Sand Filters

The shift operator shall

1. Avoid leaving the filter without water for proper maintenance of the filter material.
2. Check corrosion of vessel and other parts and painting be done as and when required.
3. Check the leakage to prevent water loss.
4. Check the pressure drop for taking up backwashing.
5. Control the inlet valve to prevent the media for coming out of vessel.
6. Periodical change of media needs to be done.

Caution : *The operator should not enter any confined space without checking the level of oxygen in indoor air.*

27. **Swachh Bharat Mission(SBM)**

Activated Carbon Filter

The shift operator shall

1. Avoid leaving the filter without water for proper maintenance of the filter material.
2. Check corrosion of vessel and other parts and painting be done as and when required.
3. Check the leakage to prevent water loss.
4. Check the pressure drop for taking up backwashing.
5. Control the inlet valve to prevent the media for coming out of vessel.
6. Periodical change of media needs to be done.

Caution : *The operator should not enter any confined space without checking the level of oxygen in indoor air.*

28. **Swachh Bharat Mission(SBM)**

Mechanical Filter Press

The shift operator shall

1. Check fittings and hydraulic lines for leaks. If you discover a leak, tighten the fittings or replace them along with the hose.
2. Make sure the hydraulic oil used in your filter press is clean.
3. Monitor oil levels and temperature when the filter press is operating.
4. Check the nuts and bolts on a regular basis.
5. Keep the press safety systems in peak condition.
6. Keep a log of press data including cycle time, cake consistency (edge, center), air blowdown time, filtrate clarity, etc.

Caution : *The operator should not enter any confined space without checking the level of oxygen in indoor air.*

29. **Swachh Bharat Mission(SBM)**

Sewage Pump

The shift operator shall

1. Watch for signs of leaks, rust, or general wear and tear.
2. Listen odd noises carefully during pump cycles and accordingly take action for repair and maintenance.
3. Clean the accessible parts on daily basis.
4. Check the lubrication of the pump.
5. Check for signs of overheating, corrosion, or other forms of wear and tear.
6. Avoid to keep the loose wire during pump operation.
7. Replacing worn-out components, like seals, gaskets, or the motor itself.
8. Keep the spare parts and essential tools in store ready for any time requirement.

Caution : *The operator should not enter Sewage Pump House checking the level of oxygen in indoor air.*

30. **Swachh Bharat Mission(SBM)**

Sludge Pump

The shift operator shall

1. Check for leaks in the pump's exterior.
2. Inspect the power cable for any damage.
3. Listen if there are any strange noises or vibrations.
4. Make sure the pump is properly ventilated.
5. Keep the pump and nearby area clean to avoid debris.
6. Inspect shaft pump alignment.
7. Check the wear rings.
8. Check the bearings' temperature.
9. Perform a complete disassembly and inspection of the pump.
10. Replace worn or damaged parts.
11. Check if the pump's operation is proper.
12. Inspect the impeller.

Caution : *The operator should not enter Sludge Pump House checking the level of oxygen in indoor air.*

31. **Swachh Bharat Mission(SBM)**

Maintenance of Civil Works

The shift operator shall

1. Identify the defects or damages occurring in the structure and rectify and repair the damaged structure.
2. Check the leakage in the treatment tanks & repair if any detected.
3. Repair any developed cracks in the STP.
4. If there are any waterlogging around the STP, remove it immediately.
5. Check any Dampness problem due to rain in walls, especially near electrical fittings.

6. Vegetation should be removed to stop its further growth.

Note : Specific work item details shall be prescribed by Authority before seeking proposals on AMC .

32. **Swachh Bharat Mission(SBM)**

Maintenance of Electrical Works

The shift operator shall

1. Take help of trained and certified workers to install, maintain, or repair electrical equipment.
2. Ensure that live-wire work is conducted by trained workers.
3. Keep the minimum approach distances outlined for specific live line voltages.
4. Ensure proper use of special safety equipment and procedures when working near, or on, exposed energized parts of an electrical system.
5. Stay at least 10 feet (3 meters) away from overhead wires during on-site activities.
6. Never operate electrical equipment while you are standing in water.
7. If working in damp locations, inspect electric cords and equipment to ensure that they are in good condition.

Note : Specific work item details shall be prescribed by Authority before seeking proposals on AMC .

33. **Swachh Bharat Mission(SBM)**

Maintenance of Fire Extinguisher

The shift operators shall

1. Maintain the record of checking and certification of all fire extinguishers.
2. Maintain the fire extinguisher at the proper location installed for the purpose.
3. Organise training to aware the use of fire extinguisher.
4. Organise a mock drill for fire extinguisher.
5. Replace/Refill the chemicals 15 days before expiry date

34. **Generic**

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

35. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

36. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

37. **Generic**

Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

38. **Generic**

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

39. **Purchase Preference (State)**

Bid reserved for MSE from the State of Bid Inviting Authority: Procurement under this bid is reserved for purchase from Micro and Small Enterprises from the State of Bid Inviting Authority having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal. If the bidder wants to avail themselves of the reservation benefit, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible to participate in this bid. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility based on documentary evidence submitted, while evaluating the bid. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

40. **Purchase Preference (Centre)**

Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

41. **Purchase Preference (Centre)**

Preference to Make In India products (for bids greater than 200 Crore) (can also be used in Bids less than 200 Crore but only after exemption by competent authority as defined in Deptt of Expenditure OM dated 28.5.2020): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details c locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

42. **Generic**

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

43. **Purchase Preference (Centre)**

Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail

the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.

44. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

45. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders

through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which share a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---