



भारतीय खाद्य सुरक्षा और मानक प्राधिकरण
Food Safety and Standards Authority of India
स्वास्थ्य और परिवार कल्याण मंत्रालय
Ministry of Health and Family Welfare

Request for Proposal (RFP) for engagement of FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification (FoSTaC) program in majority of districts under the Southern Regional Office, Chennai

S No.	Contents	Page No.
	Section I: General	3
1.0	Schedule and critical dates	5
1.1	Procedure, terms and conditions	6
1.2	Eligibility conditions	7
1.3	Commercial conditions	8
1.4	Penalty clause	13
1.5	Preparation of Bid	13
1.6	Signing of Bid	15
1.7	Method of evaluation and award of contract	15
1.8	Applicable Law and jurisdiction	17
1.9	Insurance and medical	17
1.10	Indemnification	17
1.11	Force Majeure	18
1.12	Failure and Termination clause	18
1.13	Training partner code of conduct and business ethics	19
1.14	General Instructions	19
	Section II: Scope of Work / Deliverable	20
2.0	Introduction	20
2.1	Scope of work	20
	Annexure I: Covering Letter for Submission of Bids	24
	Annexure II: Technical Bid Format	26
	Annexure III: Financial Bid Format as per BoQ	29
	Annexure IV: Evaluation Criteria (Technical)	30
	Annexure V: Tender Acceptance Letter	32

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 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 the majority of districts of States/UTs falling under area of Regional offices of FSSAI. 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 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.

Note:

1. This bidding document/ RfP is applicable only for FoSTaC Training partners. Other Training Partners who do not have/ upload a valid FoSTaC certificate as on the closing date and time of the Bid shall be summarily rejected.
2. The RfP shall be floated through GeM portal and the entire selection process of the Training Partner shall be done through GeM portal except for the award of the Contract. The bidders must ensure compliance to all conditions stated in this RfP document as well as to the additional conditions stated in the GeM Bid.
3. The entire RfP document shall be uploaded in the GeM Bid in the section titled
“Introduction about the project /services being proposed for procurement using custom bid functionality”

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	24.09.2024
2	Pre Bid Meeting at Regional Office Chennai	04.10.2024 11 AM
3	Last date of submission	24.10.2024 or as per GeM Timeline
4	Opening of Technical Bids	As per GeM Timeline
5	Presentation by Shortlisted bidders	To be communicated separately to shortlisted bidders at later stage
6	Opening of Financial Bids	As per the date on GeM portal
7	Issuance of letter of contract	On approval from Competent Authority

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 on 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 04.10.2024 at 3 PM at conference Hall, FSSAI SRO Chennai 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 SRO beforehand in writing or through email roshny.rs@fssai.gov.in. 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 90 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. The applicant bidder should not have been blacklisted/debarred by any Govt. Department / PSU / PSE or Banks or the bidder/firm is otherwise not involved in any such incident with any concern whatsoever, where the job undertaken / performed and conduct has been questioned by any authority, which led to any legal action. Self- declaration to that effect should be submitted along with the technical bid. Any earlier contract of the bidder with FSSAI should not have been terminated/cancelled at the behest of the authority during the last 5 years. Self- declaration to that effect should be submitted along with the technical bid which may be verified by FSSAI SRO.

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.

1.1.10 COVERAGE OF THE FOSTAC PROGRAM

	States & UTs	Tentative Target Participants
FSSAI Southern Region	Andhra Pradesh	10000
	Karnataka	20000
	Kerala and Lakshadweep	20000
	Tamil Nadu and Puducherry	40000
	Telangana	10000
	Total	100000
	<i>The target number are tentative and subject to change during the period of contract as per the requirement of FSSAI</i>	

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 for conducting any of the Basic Courses as per FoSTaC programme.	Valid Certificate issued by FSSAI
2	The Training Partner must have annual turnover of a minimum of Rs. 50 Lakhs average for the last three financial years (i.e.FY2021-22,2022-23 & 2023-24)	Document/ Certificate indicating turnover certified by a Chartered Accountant through Unique Document Identification Number(UDIN) portal for Practicing Chartered Accountants.

3	The training partner must have an experience in conducting Food Safety related trainings in last two financial years (i.e. FY 2022-23 & 2023-24).	Copies of the work orders and training completion certificates.
4	The training partner must have completed at least 20 FoSTaC related trainings (training done through FoSTaC portal) in last one financial year (i.e. FY 2023-24).	Certificate(s) issued by Training Division, FSSAI.
5	The training partner must have completed at least 2 projects worth Rs. 5 lakhs each for Government Sector training projects such as Centre/State Govt., PSUs, Statutory/Autonomous Bodies funded by Central or State Governments in last three financial years (i.e. FY 2021-22, 2022-23& 2023-24).	Copies of the work orders with payment receipts or work completion certificates issued by the respective organization.
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 any of the States under the Southern Region..	Documentary evidence

Proposals not complying the above eligibility conditions shall **be summarily rejected**

The bidder must also comply with additional terms and conditions as stated in the GeM Bid such as Buyer added Additional Terms and Conditions (ATC).

It is noted that the decision of the Evaluation Committee constituted by FSSAI SRO shall be binding on all the bidders and the committee shall not entertain any queries on the same

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) towards Earnest Money Deposit (EMD) as Bid Security to be paid directly to FSSAI SRO's Bank Account – A/c beneficiary name: "FSSAI SOUTHERN REGION", Bank of Baroda, Chennai Main Branch, Rajaji Salai, SB Account No. 05290100026398 IFSC Code: BARB0NORTHB (Read Zero after BARB), MICR : 600012012. The

bidder must submit transfer details indicating UTR number 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) EMD shall be forfeited if the Consultant breaches any of the following obligation(s) under the RfP:

(a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or

(b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by the Procuring Entity:

i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the RFP document's conditions.

ii) fails or refuses to sign the contract.

(v) In case of two packet or two stage bidding, Bid Securities of unsuccessful bidders during first stage i.e. technical evaluation shall be returned within 30 days of declaration of results of first stage i.e. technical evaluation.

(vi) EMD of unsuccessful bidders after the technical evaluation stage shall be returned to them without any interest (or if BSD is submitted, it shall stand expired) not later than thirty days after the conclusion of the resultant contract. Successful Consultant's EMD shall be returned without any interest after the receipt of performance security as called for.

(b) PERFORMANCE SECURITY

(i) Selected bidder(s) will have to submit a Performance Security equivalent to 3% of the total contract value in the form of online payment, Account Payee demand draft or Bank Guarantee(BG) from a Scheduled

Commercial Bank within 14 days of issue of letter of acceptance/ award of proposal.

(ii) Performance Security shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder (Training partner) and 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.

(iii) The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the Training Partners (successful bidders).

(c) PERIOD OF CONTRACT

The contract will be for a period of one year.

(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 Employer.

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) Terms of Payment to the Selected Training Organization

Payment schedule will be as follows. FSSAI reserves the right to modify/re-evaluate and change the schedule on the basis of performance rendered by the Training Organisation.

SL NO	Payment Milestone	Payment Schedule (% of total contract value)
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1	Completion of training 30% of total number of the targeted food handlers not later than 4 months from the date of letter of award of contract to the satisfaction of FSSAI on evaluation of performance.	30 %
2	Completion of training 60% of the total number of the targeted food handlers not later than 4 months from the date of letter of award of contract to the satisfaction of FSSAI on evaluation of performance.	30 %
3	Completion of training 100% of the total number of the targeted food handlers not later than 12 months from the date of letter of award to the satisfaction of FSSAI on evaluation of performance upon submission of final report.	40 %
	TOTAL	100

- a) Payment will be made by electronic transfer of funds to the bank account of the Training Institutes/Organization in Indian Rupees. For facilitating Electronic Transfer of funds, the selected Training Institutes/Organization will be required to indicate the name of the Bank & Branch, account no. (i.e. Bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. These details should also be furnished on the body of every bill submitted for payments by the selected Training Institutes/Organization.
- b) The Service Tax and cess thereon shall be paid as applicable. The applicable TDS will be recovered from the invoice amount while making payments.
- c) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released accordingly.
- d) Once a milestone is completed, the Training Organization shall submit the requisite deliverables as specified herein. The FSSAI shall release the requisite payment as soon as the deliverables are accepted and reconciled subject however to the other terms and conditions of the contract. Description of deliverables as provided in clause may include processes / milestones, which may be carried out concurrently.
- e) After completion of each milestone / deliverable, the training agency shall submit a report to the FSSAI for a particular set of deliverables. The payment to the extent indicated above for each milestone / deliverable would be made by the FSSAI on the basis of acceptance of such reports by the FSSAI and subject to the other terms and conditions of the contract.
- f) **Final Payment:** The final payment shall be made only after the acceptance of the final report by FSSAI, which shall be submitted by the Agency and approved as satisfactory by the "FSSAI" as per the requirements detailed in the RFP Document including achievement of the deliverables in a timely manner and subject to the other terms and conditions of the contract. The Services shall be

deemed completed and finally accepted by the “FSSAI” and the final report and final statement shall be deemed approved by the “FSSAI”.

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 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 numbered.

iii. 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 spelt out in clause 1.2 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.

v. The strategy to conduct the training for the officials across the country within the contract period in the form of presentation.

vi. 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".

vii. A point to point compliance and self-declaration for acceptance of terms and conditions of tender document has to be submitted as per Annexure V of RFP.

viii. An undertaking on the letterhead of the Training Organization and signed by the authorized person, that the Training Organization will undertake the assignment, efficiently, effectively and timely in accordance with the Scope of Work detailed in the RFP document and the contract and at the cost submitted by the Authorized Official of Training Institute/ Organization in the financial proposal (the cost is not to be indicated) failing which it understands that the contract is liable to be terminated. The above undertaking submitted by the Training Organization would be binding on it at all times.

ix. 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.

x. All pages of the document submitted should be signed.

xi. The Technical Proposal shall not include any financial information

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, 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. For 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.

Only Training partner obtaining a total score of 75 (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, will be eligible for evaluation of their financial bid.

(b) The work will be awarded in the following manner-

i. 50% of the total work to the lowest quoted price bidder (L1)

ii. 30% of the total work to the 2nd lowest quoted price bidder (L2) provided on the price of L1

- iii. 20% of the total work to the 3rd lowest quoted price bidder (L3) on the price of L1

(c) The Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 with latest amendments shall be applicable on this bid. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 % of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

(d) The condition of Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 shall prevail over the normal splitting criteria of (50 : 30: 20 for L1, L2, L3)

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 The High Court of Judicature at Madras.

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. An Integrity Pact may be required to be signed by the bidders.

1.14 General Instructions:

1.14.1 .Any clarifications and submission of queries for pre-bid meeting may be sent to roshny.rs@fssai.gov.in .

1.14.2. Bids once submitted cannot be amended.

1.14.3. 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

2.0 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.

2.1 SCOPE OF WORK

The detailed scope of work is summarized in below points-

2.1.1 Target of Training Food Handlers:

		States & UTs	Tentative Target Participants
FSSAI Southern Region		Andhra Pradesh	10000
		Karnataka	20000
		Kerala and Lakshadweep	20000
		Tamil Nadu and Puducherry	40000
		Telangana	10000
		Total	100000
<i>The target number are tentative and subject to change during the period of contract as per the requirement of FSSAI</i>			

- a)
- b) The engaged training partner(s) will train the targeted (assigned/ allotted target) Food handlers within one year of allotment of tender covering majority districts of the States/UTs falling under the Regional Office. The targets to be assigned by FSSAI SRO to each selected Training Partner within its share of allocation could be across any or all of the states as indicated above at its discretion. **A candidate is considered as trained only after undergoing the training programme, successfully completing the assessment and issuance of certificate.**
- c) All the trainings will be conducted through FoSTaC portal only.

2.1.2. 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.

2.1.3. 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

2.1.4 Geographical Coverage:

The engaged training partner will have to cover majority of districts of States/UTs falling under the Regional office, as directed from time to time by the Regional Office. The Training Partners may not deny to FSSAI from conduct a specific training at specific place due to small batch size or other reasons without a valid reason . Instead, Training Partner is free to add additional participants to such batches to make the training cost effective.

2.1.5. 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.
- e) Under no circumstances should the Training partner directly or indirectly charge or solicit any fee or remuneration in any form in connection with the training programme from the candidates to be trained.

2.1.6. 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 who are well versed in local language (Malayalam, Tamil ,Kannada

,Telugu, Urdu)

- c) Ensuring trainers possess effective communication and training delivery skills.
- d) Conducting training sessions at designated locations with adequate infrastructure- space commensurate to accommodate the batch size, with good seating available for candidates and adequate facility viz. audio visual monitor/ screen, water dispenser, toilets etc.
- e) Providing a training kit comprising of materials- The candidate should be given programme content and delivery booklet preferably in the local language in physical format which should clearly indicate a brief of the training programme and its objectives, writing pad and pen.
- f) On training day refreshment (tea/ snacks) shall be provided to the candidates being trained.
- g) Implementing a standardized assessment process to evaluate trainee knowledge and skills.
- h) Issuance of a feedback form to the candidates for collecting their feedback on the delivery of the course and infrastructural amenities.
- i) Issuing physical certificates to participants who successfully complete the training and assessment.

2.1.7. Documentation & Reporting

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

- a) Submission of monthly progress reports on training activities and trainee trained
- b) Maintaining attendance records and assessment results for all trainees for 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

Reporting

- a) The training organization is expected to submit a Training schedule along with training and learning objectives for Each month prior to training program.
- b) They are expected to provide a training report in digital and /or hard copy on completion of each training batch/session conducted, to the FSSAI of the conclusion of such session.
- c) The format of the various reports / feedback forms shall be decided by the FSSAI SRO and issued to the Training Partner from time to time.

The Training Report shall include the following:

- a) Conclusions and commendations based on lessons learnt for future interventions
- b) Participants Feedback Analysis report
- c) Training session Photographs
- d) A soft copy of the content and performance or other relevant materials delivered to trainees
- e) Copy of the attendance sheets
- f) Name and contact number of the trainer / assessor with complete address of the training venue.
- g) Name, address and contact number of the concerned official of the trained entity.
- h) Queries received during the training. Any other document as specified by the authority

2.1.8. 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 , FSSAI , SRO during the tender period.

2.1.9. Manpower Requirement

a. At least one project coordinator 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. He should have the relevant training experience and the strategic depth to interact with senior officials on training aspects including the designing of the training programme. The project co-ordinator should not change during the contract period without adequate prior intimation to FSSAI. The agency is to ensure replacement of a candidate of similar credentials and experience

b. For successful implementation and execution of monitoring activity, the selected agency will put in place sufficient resources to ensure timely compliance on the various activities and deliverables

c. 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.

2.1.10. Performance Review

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

2.1.11 Surprise Inspection and Audit

FSSAI SRO reserved the right to conduct surprise inspections through its staff at the training venues as per the training batch data to assess and audit the delivery and quality of the training programmes. The inspecting staff shall be allowed unrestricted passage and access to the training venues. Any malpractice observed with regard to the conduction of the training programmes which is not in accordance with the terms of the contract and or the FoSTaC programme shall be recorded and appropriate action be taken against the Training Partner which shall include imposing of penalty or termination of the contract forthwith and or debarring the Training partners from participating in any future bids with FSSAI and also de-enlistment from FoSTaC programme.

Annexure-I

Covering Letter for Submission of Bid

To
Regional Director,
Food Safety and Standards Authority of India
2nd Floor, Central Documentation Building,
Rajaji Salai, Chennai – 600001

Sub: Request for proposal for Training of Food Handlers under FoSTaC

Sir,

1. Having examined the RFP documents and all such corrigendums and/ or addendums issued in this regard, the receipt of which is hereby duly acknowledged and a copy of the RFP and other documents are hereby submitted by duly signing with seal on all of its pages by the authorized signatory of our organization.

2 We, the undersigned, offer to provide the services as required and outlined in the RFP for Training Organizations. We agree to meet such requirements and provide such services as set out in the RFP documents. We attach hereto our response to the RFP document, which constitutes our proposal for being considered for the assignment.

3. We undertake, if our proposal is accepted, to adhere to the stipulations put forward in the RFP and the contract or such adjusted plan as may subsequently be mutually agreed between us and FSSAI or its appointed representatives.

4. We agree to unconditional acceptance of all the terms and conditions set out in the RFP documents. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the FSSAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead FSSAI as to any material fact. It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this documents, which may be required in this connection.

5. We further understand that the finalized prices will be frozen till the time of completion of the assignment/contract from the date of entrustment of assignment and that the FSSAI may at its discretion ask the Training Institutes /Organization to alter the implementation strategy as per the requirement of FSSAI from time to time.

6. We shall observe confidentiality of all the information passed on to us in course of the tendering process and shall not use the information for any other purpose than the current tender.

7. We also understand that FSSAI is not bound to accept the offer either in part or in full and is entitled to terminate/annul this RFP at any time. If FSSAI rejects the offer in full or in part FSSAI may do so without assigning any reasons therefore.

Dated this _____ Day of _____ 2024.

Yours sincerely,

Authorized Signatory
[In full and attach authorization to represent the company]

Date:(Seal) Name and Title of Signatory Name of Firm

Address

TECHNICAL BID FORMAT

S. No.	Particulars	Document form	Page No. (in bid submitted)
1	Name of the Bidder (Training partner)		NA
2	EMD/ Bid Security Deposit details	Proof of payment deposit	
3	Communication Address of the Bidder (Training partner) (to be used for future communications)		NA
4	Email id of Bidder (for all future communications)		NA
5	Type of Entity (Proprietorship / Partnership/Public Sector Unit/ Private Limited / Public Limited/ Society)	Documentary proof	
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 in the Southern States of India viz. Tamil Nadu, Andhra Pradesh, Telangana, Karnataka and Kerala.	-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.50 Lakhs average for the last three financial years i.e. 2021-22 ,2022-23&2023-24. <i>Note: The other turnover criteria as indicated in the evaluation criteria (Annexure-IV) is also applicable. Bidder must upload the same at appropriate place in GeM Bidding page against Technical Evaluation Parameters as per Least</i>	Documents certified by CA through Unique Document Identification Number (UDIN) portal for Practicing Chartered Accountants.	

	Cost System (LCS)		
14	GST Registration Certificate	Copy	
15	PAN Registration	Copy	
16	Valid Training Partner empanelment certificate under FoSTaC	Certificate issued by Training Division, FSSAI	
17	The training partner must have an experience of conducting Food Safety related trainings in last two financial years i.e. FY 2022-23 & 2023-24. <i>Note: The other experience criteria as indicated in the evaluation criteria (Annexure-IV) is also applicable. Bidder must upload the same at appropriate place in GeM Bidding page against Technical Evaluation Parameters as per Least Cost System (LCS)</i>	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 2023-24. <i>Note: The other FoSTaC trainings criteria as indicated in the evaluation criteria (Annexure-IV) is also applicable. Bidder must upload the same at appropriate place in GeM Bidding page against Technical Evaluation Parameters as per Least Cost System (LCS)</i>	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 2021-22, 2022-23 & 2023-24. <i>Note: The other completed Govt Projects criteria as indicated in the evaluation criteria (Annexure-IV) is also applicable. Bidder must upload the same at appropriate place in GeM Bidding page against Technical Evaluation Parameters as per Least Cost System (LCS)</i>	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 2023-24. <i>Note: The other food handler training criteria as indicated in the evaluation criteria (Annexure-IV) is also applicable. Bidder must upload the same at appropriate place in GeM Bidding page against Technical Evaluation Parameters as per Least Cost System (LCS)</i>	Certificate issued by Training Division, FSSAI	
21	The training partner must have a 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 business:	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 on letter head	

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)

Financial Bid Format (BoQ)

To
 Regional Director
 Southern Regional Office
 Food Safety and Standards Authority of India
 2nd Floor, Central Documentation Building,
 Rajaji Salai,
 Chennai – 600001

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:

Description of Items	Unit(Indian Rupees)
Consolidated price (for training one lakh food handlers) inclusive of all taxes	
Unit Price (price per participant, which will be used for calculation of monthly payment and allocation or target) inclusive of all taxes.	

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

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of parameters mentioned below as per Least Cost Selection :

SNo	Parameter	Criteria	Maximum Marks	Minimum cutoff Marks
1	Financial Strength	Financial strength (average turnover) for last three financial year years i.e. (FY 2021-22 , 2022-23 & 2023-24), Minimum Rs.50 Lakhs average should be there. i. 50 Lakhs -1 Crore :6 marks ii. 1 Crore - 3 Crore : 8 marks iii. More than 3 Crore :10 marks	10	6
2	Past Experience	The training partner must have an experience of conducting Food Safety related trainings through FoSTaC in previous financial years with last financial year ending 31-03-2024. i. Minimum 2 years (2022-23 and 2023-24) : 10 marks ii. Above 2 years and up to 3 years : 15 marks iii. More than 3 years : 20 marks	20	10
3	FoSTaC Trainings	The training partner must have completed at least 20 FoSTaC related trainings in last one financial year (i.e. FY 2023-24). i. Minimum 20 trainings: 6 marks ii. Above 20 to 40 trainings: 8 marks iii. Above 40 trainings : 10 marks	10	6

4	Government Sector Projects	The training partner must have completed at least 2 projects worth minimum Rs. 5 lakhs each for government training project such as Centre/State Govt./ Autonomous Bodies funded by Centre or State/ PSUs, etc. in last three financial years (i.e. FY 2021-22 ,2022-23&2023-24). i. 2 to 4 projects :8 marks ii. 5 to 7 projects :10 marks iii. More than 7 projects :15 marks	15	8
5	Food Handlers Trained	The training partner must have an experience of training of minimum 1000 Food handlers under FoSTaC program in last one financial year i.e. (FY 2023-24) i. 1000 to 2500 Food handlers : 10 marks ii. 2500 to 5000 Food handlers : 20 marks iii. More than 5000 Food handlers trained : 25 marks	25	10
6	Strategy Document	The Bidder should upload a strategy document in the form of a presentation to conduct the training for the officials across the country within the contract period The presentation shall be evaluated on the parameters including i. Bidder/ Training Partner profile: 04 marks ii. Understanding of FoSTaC program requirements: 04 marks iii. Implementation Plan and Roadmap of achieving the target: 10 marks iv. Innovative ideas for amplification of the FoSTaC program: 02 marks	20	10
		Total	100	
The bidder should obtain a total minimum passing mark of 75 out of 100 in addition to the individual criteria cutoff marks				

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)