

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 13-05-2025 17:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 13-05-2025 17:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 75 (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 |
| क्रेता ईमेल/Buyer Email | praveen.tiwari94@fssai.gov.in |
| Item Category/मद केटेगरी | Custom Bid for Services - FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification FoSTaC program in majority of districts under the Western Regional Office Mumbai (Nashik) |
| Similar Category/समान श्रेणी | <ul style="list-style-type: none"> Professional Training Services (Version 2) Vocational Training Services - Version 2 |
| Contract Period/अनुबंध अवधि | 1 Year(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 17 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 1 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/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |

| Bid Details/बिड विवरण | |
|---|--|
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (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 | No |
| 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 | 2 Days |
| Estimated Bid Value/अनुमानित बिड मूल्य | 3300000 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |
| Arbitration Clause | No |
| Mediation Clause | No |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|----------------|
| Advisory Bank/एडवाइजरी बैंक | Bank Of Baroda |
| EMD Amount/ईएमडी राशि | 82500 |

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). | 2 |

(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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Designated officer

Food Safety and Standards Authority of India Unit 1202, 12th Floor, Hallmark Business Plaza, Opp Gurnanak Hospital, Bandra East, Mumbai 400 051.
(Padma Krishnarao Umbarkar)

MII Compliance/एमआईआई अनुपालन

| | |
|-------------------------------|-----|
| MII Compliance/एमआईआई अनुपालन | Yes |
|-------------------------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1745320227.pdf](#)

Payment Terms:[1745320231.pdf](#)

GEM Availability Report (GAR):[1745320237.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1745320244.pdf](#)

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|---|
| 23-04-2025 16:00:00 | Food Safety and Standards Authority of India Unit 1202, 12th Floor, Hallmark Business Plaza, Opp Gurunanak Hospital, Bandra East, Mumbai 400 051. |

Custom Bid For Services - FoSTaC Empaneled Training Partner For Conducting Trainings Under Food Safety Training And Certification FoSTaC Program In Majority Of Districts Under The Western Regional Office Mumbai (Nashik) (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|--|---|
| Core | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification FoSTaC program in majority of districts under the Western Regional Office Mumbai (Nashik) |
| 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 | Padma Krishnarao Umbarkar | 400051,902,Hallmark Plaza, Near Gurunanak Hospital, Bandra East, Mumbai-400051 | 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. Forms of EMD and PBG

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

Designated officer, FSSA of India
payable at
Mumbai

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.

5. Forms of EMD and PBG

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

Designated officer, FSSA of India
payable at
Mumbai

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.

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:-

- 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 shares 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 व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



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

RFP for Nashik Region

Request for Proposal (RFP) for engagement of FoSTaC empaneled training partner for conducting trainings under Food Safety Training and Certification (FoSTaC) program in the jurisdiction of West Region, FSSAI

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Subject: Geographical region of Nashik of FoSTac Training under West Region, FSSAI.

Section I: General

1. The Food Safety and Standards Authority of India (FSSAI), head quartered at Delhi, has been established under Food Safety and Standards Act, 2006, 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.

1.1 Whereas the authority is working through its field formations to achieve these objectives. The current sets of proposals to fulfil this mandate is being taken out by West Region, comprising the states Maharashtra, Gujarat, Goa, and Madhya Pradesh and Union Territory of Dadra Nagar Haveli and Diu Daman, instant one being for **geographical region identified as Nashik Region**.

2. Food Safety Training & Certification (FoSTaC) is a large-scale training and capacity building programme for the food business operators. The FoSTaC program 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 by delivering training through certification courses developed by a panel of domain experts empaneled by FSSAI covering the entire food value chain.

2.1 So far, more than 20 lakh food safety supervisors have been trained in over 44,000 trainings throughout the country after the initiation of the FoSTaC program in 2017. 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.

3. The idea behind this RFP is to engage Training partners empaneled under the FoSTaC program of FSSAI for training of Food handlers/Food Safety Supervisor (FSS) in all districts of Geographical regions/States/UTs falling under the jurisdiction of FSSAI, West Region in a period of one year with the target given in Table 1.1 for the concerned geographical region. For this purpose, the scope of work to be taken care of by the training partner has been broadly spelt out in Section II.

3.1 The following points are to be especially taken care off

- i) The training partner will be required to conduct training through an empaneled trainer and assessor, or as per any subsequent guidelines of FSSAI, using the FoSTaC portal **in offline mode only**.

- ii) All other requirements such as manpower, training hall, Audio/Visual System, Stationery, Refreshments **(including mandatory servicing of water, any beverage and a small snacks)** & other Misc. expense in conducting training will have to be met by the training partner.
 - iii) The training partner is expected to have expertise in these works.
 - iv) 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, West Region within 7 days of completion of the training.
 - v) The training partner will not be allowed to sublet the tender assigned to it.
 - vi) To ensure the quality of training, its proposed to have a **floor price of Rs. 300/- to be eligible as a bidder**, towards every successful trainee.
 - vii) **Payment shall be reimbursed against the individuals completing the training program successfully only**, rather than no of participants.
 - viii) Nodal officer for submission of invoices for reimbursement shall be **Dr. Harshala Patil, Technical Officer** who would be responsible for the verification of claims. Thereby submitting the valid claims on sbcdffssai.wr@gmail.com with a copy to harshala.patil@fssai.gov.in is the mode of accessing for the reimbursement of dues.
 - ix) For any query w.r.t. training being conducted Ms. Jyoti Harne, Assistant Director can be contacted whose details as follows ID: jyoti.harne@fssai.gov.in
 - x) FSSAI. WR retains all rights to cross-verify the claims, quality of training and to act in the interest of govt. and the public by cancelling the work order if any major non-compliances are noticed.
 - xi) Ideally training partners should meet 25% training targets every quarter. However, in any of case it should not be less than 10% of it, otherwise the contract may be cancelled for inefficiency.
 - xii) Certificates generated as funding partner 'FSSAI, West Region' shall only be considered towards settlement of payment.
4. For utilizing the services of multiple agencies to Fastrack the program, total 15 such bids are being floated for the respective Geographical Region. mentioned via subject.

Table 1.1: One-year training target for geographical areas under FSSAI, West Region

| S. No. | State | Geographical Region | Districts | Total District | License Central | State License | Registrations | Total FBOs | Training Target |
|--------|-------------|---------------------|--|----------------|-----------------|---------------|---------------|------------|-----------------|
| 1 | Maharashtra | Nashik | Nashik , Dhule, Nandurbar, Jalgaon, Ahmednagar | 5 | 926 | 21243 | 90214 | 112383 | 11000 |

The current bid is specific to the Geographical Region of Nashik

Section II : Bid Details

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 | 22.04.2025 |
| 2 | Pre-Bid Meeting at Regional Office | 01.05.2025 |
| 3 | Last date of submission | 13.05.2025 |
| 4 | Opening of Technical Bids | 15.05.2025 |
| 5 | Announcement of successful bidders | - |
| 6 | Orientation of successful bidders | - |

1.0.2. Bidders are required to upload their Technical and Financial Bids on the 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, West Region 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 from time to time for any updated information. If any amendment in the RFP is substantial, FSSAI, West Region might extend the deadline for the submission of bid.

1.0.4. Pre-Bid Meeting: A pre bid meeting will be held on 01.05.2025 at 11:00 am. At Food Safety and Standard Authority of India Unit No. 1202 Hallmark Business Plaza, Opp. Gurunank Hospital, Bandra East, to clarify issues and to answer queries on any matter pertaining to the bid that may be raised.

Minutes of pre-bid meeting, will be transmitted within 3 working days to all empaneled agencies/or published on GeM Portal. Any changes which may become necessary as a result of pre-bid meeting may be made by the FSSAI, West Region 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. The maximum number of participants from a training partner, who chooses to attend the Pre-Bid meeting, shall be limited to only one person.

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, West Region 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, West Region 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, West Region 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 a training batch, make enrollment of trainees before start of training, mark attendance & assessment and provide physical copy of the certificate to the successful candidates only through FoSTaC portal. All these formalities must be completed within seven days for each batch.

1.1.9 Targeted number of trainings must commence within 1 year of the award of the work order. The training partner must submit a training schedule/calendar to FSSAI, West Region within 1 month of the award of the work order.

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. 5 lakhs average for the last financial year (i.e. 2023-24) & Current year 2024-25. | 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 financial year (i.e. FY 2023-24) & Current year 2024-25. | Copies of the work orders/email copy and training completion certificates. |
| 4 | The training partner must have an experience of training of at least 200 Food handlers/supervisors under FoSTaC program in last one financial year (i.e. FY 2023-24) & Current year 2024-25. | Certificates (or batch codes) issued by Training division, FSSAI to be provided. |
| 5 | The training partner must have at least one office within the jurisdiction of WRO (Maharashtra, Gujarat, Goa, Madhya Pradesh, Daman and Diu, Dadra & Nagar Haveli) | Documentary evidence |

Table 1.2: Eligibility criteria for participating in the 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 the applicable sum mentioned in Table 1.3 as Earnest Money Deposit (EMD). The same can be paid by Demand Draft in favor of “Designated Officer, FSSAI of India” payable at Nashik. Or directly to FSSAI’s Bank Account in Canara Bank, RNA Corporate Park Branch, Bandra East, Nashik, Account No. 1517101058298, IFSC Code: CNRB0001517 (Read Zero after CANB). A copy of the submitted demand draft or bank transfer details should be uploaded along with the Bid for verification and reference.

(ii) EMD should be submitted along with Technical Bid. 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.

| S. No. | State | Geographical Region | Districts | Training Target | EMD Payable |
|--------|-------------|---------------------|--|-----------------|-------------|
| 1 | Maharashtra | Nashik | Nashik , Dhule, Nandurbar, Jalgaon, Ahmednagar | 11000 | 82,500/- |

Table: 1.3: Applicable EMD for geographical areas

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 transfer/demand draft or Bank Guarantee (BG) from a scheduled commercial bank 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, West Region. If performance is considered satisfactory, 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 mentioned in detail in the scope of work/deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges but excluding GST if

applicable.

(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) 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, West Region, immediately. If the Training partner fails to disclose such situations and if the FSSAI, West Region 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.

f) PAYMENT

i) The training partner must submit the following documents for compliance verification by email to **sbcdffssai.wr@gmail.com** with a copy to aoNashik.fssai.gov.in within 7 days of completion of a training batch:

1. Attendance sheet
2. Photographs of training
3. Short videos of training
4. **Training certificates (with FSSAI, WRO as the funding partner)**

ii) Payment will be released on monthly basis on fulfillment of successful monthly commitments basis the training schedule/calendar submitted to FSSAI, West Region through monthly progress report and monthly invoices.

(ii) **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 after verification with the number of certificates generated by FSSAI (with FSSAI, WRO as the funding partner).**

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.

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, FSSAI, West Region 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 the training partner fails to complete 10% of the total training target within the first quarter without any reasonable ground, the tender shall stand cancelled and the EMD will be forfeited. In such a case, tender will be refloated debarring the training partner selected initially.

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/>.

- 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. 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 conditions 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, 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, West Region 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
- d) It has deposited the applicable sum as Earnest Money Deposit (EMD).

The FSSAI, West Region reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained.

1.7.2 Criteria for Evaluation of Technical bid:

A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of a

training partner. The Evaluation Committee shall evaluate the technical bids on the basis of their responsiveness to the eligibility conditions mentioned in table 1.2 and submission of all requisite documents sought in Annexure II.

1.7.3. 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 L1 in every geographical region shall be eligible to get the work order for that particular region.**

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 Nashik 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, West Region 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, West Region 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, West Region 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, West Region 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, West Region 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). In case the training partner fails to complete 10% of the total training target within the first quarter without any reasonable ground, the tender shall stand cancelled and the EMD will be forfeited. In such a case, tender will be refloated debarring the training partner selected initially.

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, West Region 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, West Region 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, West Region. 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, West Region. 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, , West Region 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, **SBCD Division of FSSAI, West Region** may be contacted at sbcdfssai.wr@gmail.com

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.

SECTION III : SCOPE OF WORK / DELIVERABLE

2.1 INTRODUCTION

The Training Partner engaged for the work shall train the applicable number of food handlers as mentioned in Table 1.1 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 the applicable number of food handlers as mentioned in Table 1.1 within one year of allotment of tender covering majority of the districts.
- b) **All the trainings will be conducted through FoSTaC portal in Offline mode 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: The training methodology to be followed, including:

- a) Interactive lectures and presentations
- b) Demonstrations and practical exercises
- c) Group discussions and case studies
- d) Audio-visual aids and handouts
- e) Followed by assessment

2.2.4 Geographical Coverage:

The engaged training partner will have to cover their geographical region with the focus to cover all districts, at least once. The Training Partners may not deny FSSAI to conduct a specific training at a specific place due to the small batch size. Instead, the 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, universities 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:

The engaged training partner will conduct training sessions effectively, which includes:

- a) Ensuring availability of qualified trainers with relevant FSSAI certification and experience.
- b) Ensuring trainers possess effective communication and training delivery skills.
- c) Conducting training sessions at designated locations with adequate infrastructure and amenities.
- d) Providing training materials (hand-outs, training kits) preferably in the local language.
- e) Implementing a standardized assessment process to evaluate trainee knowledge and skills.
- f) 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 the following documents for compliance verification by email to sbcdfssai.wr@gmail.com with a copy to aoNashik.fssai.gov.in within 7 days of completion of a training batch:
 - a. **Attendance sheet (comprising of name, mobile no., Adhar details, date, place, and venue)**
 - b. Photographs of training
 - c. Short videos of training
 - d. Training certificates (with FSSAI, WRO as the funding partner)
- b) Submission of monthly progress reports on training activities and trainee trained
- c) Maintaining attendance records and assessment results for all trainees for at least two years from the date of end of tender
- d) 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 preferably use the local language supported by Hindi 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 FSSAI, West Region during the tender period, apart from the schedule/calendar submitted.

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, West Region. 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 company's local office for day-to-day coordination during working hours and also during the emergent exigencies outside the working hours.

Covering Letter for Submission of Bid

To
Assistant Director (SBCD),
Food Safety and Standards Authority of India, West Region
1202, Hallmark Business Plaza, Opp Guru Nanak Hospital
Bandra East, Nashik

Ma'am,

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:

(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) | | |
| 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 | Bidder must have at least one office within the jurisdiction of WRO (Maharashtra, Gujarat, Goa, Madhya Pradesh, Daman and Diu, Dadra & Nagar Haveli) | -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 | Undertaking on | |

| | | | |
|----|---|--|--|
| | assignment as specified in the bidding document. | letter head | |
| 12 | Compliance with the code of integrity as specified in the bidding document | Undertaking on letter head | |
| 13 | GST Registration Certificate | Copy | |
| 14 | PAN Registration | Copy | |
| 15 | Valid Training Partner empanelment certificate | Certificate issued by Training Division, FSSAI | |
| 16 | The Training Partner must have annual turnover of a minimum of Rs. 5 lakhs average for the last financial year (i.e. 2022-23). | Documents like Balance Sheet, P&L etc. certified by CA | |
| 17 | The training partner must have an experience in conducting Food Safety related trainings in last one financial year (i.e. FY 2022-23). | Copies of the work orders and training completion certificates. | |
| 18 | The training partner must have an experience of training of at least 200 Food handlers/supervisors under FoSTaC program in last one financial year (i.e. FY 2022-23). | Certificates (or batch codes) issued by Training division, FSSAI to be provided. | |
| 19 | The training partner must have team of trainers and assessors empaneled under the FoSTaC program | Letter of engagement with the TP must be enclosed | |
| 20 | The training partner must have an mobilizing Team which will mobilize the trainees for training and will publicize the FoSTaC program. | Undertaking on letter head | |

| | | | |
|----|--|----------------------------|--|
| 21 | 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 | | |

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 (FSSAI, West Region),
Food Safety and Standards Authority of India
1202, Hallmark Business Plaza, Opp Guru Nanak Hospital
Bandra East, Nashik

Ma'am,

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:

| Geographical Area & Training Target (As per Table 1.1) | Description of Items | Unit (Rupees) |
|---|---|----------------------|
| | Consolidated price (for training the applicable food handlers) | |
| | Unit Price (price per participant, which will be used for calculation of monthly payment) | |

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

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)

