

Tender Notice

Tender Notice Number 05/2020/FDA/ FoSTaC Training

Forest Department, Jharkhand, Ranchi

Addl. PCCF (FDA) invites proposals from FSSAI empanelled/ accredited **FoSTaC Training Providing organizations** for providing **Basic level Manufacturing/Processing Training** to 200 trainees who are in the business of production and sale of Foods/Food products made from **minor forest produce**. The **One day duration FoSTaC trainings** shall be held on separate convenient dates in six forest divisions in Jharkhand.

Detailed information and the Tender Document for the tender is available on the website www.forest.jharkhand.gov.in

Technical as well as **Financial bids** will be opened on **03.12.2020**.

Last date and time for submission of bids & EMD is **03.12.2020 (12.00 Noon)**. For queries : Call office at **0651-2480450/9958387834**, email at : apccf-fda@gov.in


(D.K. Tewatia IFS)

APCCF (FDA)

Van Bhawan,

Doranda, Ranchi-834002


13/11/20

REQUEST FOR PROPOSAL

for

Providing FoSTaC Training in six forest divisions in
Jharkhand

Tender Notice No. 05/2020/FDA/ FoSTaC Training

Dated 14.11.2020

APCCF (FDA)

Forest Department, Jharkhand

Van Bhawan, Doranda, Ranchi Jharkhand-834002

Website : www.forest.jharkhand.gov.in

Phone : 0651-2480450.

1. Tender Notice

1.1 Additional Principal Chief Conservator of Forests (FDA), Forest Department, Jharkhand invites proposals from FoSTaC Training Partners/FoSTaC Training providing Agencies, accredited/ empanelled by Food Safety and Standards Authority of India (FSSAI) for providing Basic level manufacturing / FoSTaC training to about 200 trainees associated with minor Forest produce based Foods business, in six forest divisions in Jharkhand. The trainees are primarily **Self Help Groups/Business units** or **individuals** engaged in production and Sale of **Foods made by processing** of minor **forest produce** such as **Chironji, Jungle Honey, Pickles, Dates Jaggery, Mahua and Jamun fruit products etc.**

1.2 The important information pertaining to this tender are given in the following Data Sheet:

DATA SHEET

Sl.No.	Particular	Details
1	Tender Inviting Authority	Addl. PCCF, (FDA) on behalf of Jharkhand Forest Department.
2	Name of the Work	Basic Level manufacturing/ Processing FoSTaC Training to about 200 Trainees six Forest divisions in Jharkhand Forest Department.
3	Tender Notice No.	05/2020/FDA/ FoSTaC Training
4	Start Date and Time for downloading of Tender documents	14.11.2020 (12.00 Noon) from website www.forest.jharkhand.gov.in
5	Cost of Tender Document/Tender Fee	Nil
6	Last date and time for submission of Bids (By Post or By Hand)	03.12.2020 (12.00 Noon) at Office of APCCF (FDA) at Ranchi.
7	Last date and time for submission of requisite EMD	03.12.2020 (12.00 Noon) at office of APCCF, (FDA), at Ranchi.
8	Offer validity required	120 days from the last date of submission of Bid
9	Date of Opening of Technical Proposals by Procurement Committee	03.12.2020 (03.00 PM)
10	Place of Opening of Technical Proposal before the Procurement Committee.	Office of APCCF (Development) Van Bhawan, Doranda, Ranchi-834002.
11	Date of opening of Financial Bids before the Procurement Committee.	03.12.2020 (04.00PM) at office of APCCF (Development).
12	Earnest Money Deposit (EMD)	EMD Rs. 50,000.00 in favour SFDA, Jharkhand Payable at : Ranchi
13	Contact Persons and Designations	D.K. Tewatia, APCCF (FDA)
14	Address and Telephone No. for communication	Office of APCCF (FDA), Van Bhawan, Doranda, Ranchi, Jharkhand-834002 Phone:0651-2480450/ 9958387834 E-mail: apccf-fda@gov.in
15	Other important points specified by the Tender Inviting Authority: a) Detailed information is given in the Tender Document. b) Tender Document may be downloaded from the website www.forest.jharkhand.gov.in	

	<p>c) Two-envelope bid system will be followed: 1. Technical Bid and 2. Financial Bid.</p> <p>d) Financial Bids will be considered in respect of only those bidders who qualify in the Technical Bid. That is, Financial Bids of those who are found ineligible on examination of their technical Bids, will not be opened for consideration.</p> <p>e) Tender received after due date and time will be summarily rejected.</p> <p>f) Quality cum Cost Based Selection (QCBS) approach will be used for selection of successful bidder for the job.</p> <p>g) The Bidder or his authorized representative should sign on each page of Technical Bid (Annexure I, II, III, IV& VI)</p> <p>h) The Authorised representative of the bidder must submit the Letter of Authorisation for the said purpose, duly signed & stamped by the bidder, on the bidder organizations letter head.</p>
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2. Background

2.1 (a) Small time Micro Enterprises in the area of Forestry and Foods in India is a movement. It has been observed that a significant section of forestry is involved in food processing. To upgrade existing forestry in the country and **provide safe, healthy & hygienic food for all the consumers**. FSSAI, with the support of state government bodies, **has framed benchmarks for hygiene and sanitary conditions**. It is aimed at training and capacity building, technological inputs, as an integral part of this pillar. Food Safety is a shared responsibility. The classroom FoSTaC training has to be translated into implementation with impactful visible difference to ensure sustainability and behaviour change impact.

(b) The Sector of **forest produce based foods** is **unorganised** and **needs to develop confidence among customers in terms of proper standards, hygiene, attractive packaging, penetrating power** etc. Further, they do not have **modern technologies, funds** and **market opportunities** to push their products into the main market. Yet they are indispensable as they cater to a large market in the country and are a source of livelihood generation in rural and Urban parts of India. Hence, the challenges of this sector have to be addressed and regulated properly. Organising these businesses and upgrading them to the required standards will be extremely important for economic growth of the nation. As the **micro-enterprises in Forestry sector are mostly involved in manufacturing of indigenous foods, they need to be promoted to produce healthy, fortified and safe food products, Natural food Products** which can contribute in **improving consumer health**. Monitoring and regulating of these businesses will become easier once they implement the basic food safety requirements in a sustainable manner.

(c) About FoSTaC

Food Safety Training & Certification (FoSTaC) is a large scale training programme of Food Safety & Standard Authority of India, initiated with the aim to spread education and raise awareness on Food Safety & Standards Act, Rules & Regulation among food business operators.

(d) Objective

- Creating an improved environment of **self-compliance to FSS Act, Rules and Regulations by responsible Food Businesses.**
- Bringing a **behavioural change** and **inculcating a culture of Food Safety in the country.**

e) FOOD SAFETY TRAINING AND CERTIFICATION:

FSSAI mainly deals in Certification of food products through lab testing. FSSAI has been established under Food Safety and Standards, 2006 which consolidates various acts & orders of food related issues in various Ministries and Departments. FSSAI has been created for setting standards for articles of food and to regulate their manufacture, storage, distribution, sale and import. FSSAI is a single reference point for all matters relating to food safety and standards. FSSAI and the State Food Safety Authorities enforce various provisions of the Act.

As far as Forest products are concerned, **FSSAI initiated the Food Safety Training & Certification (FoSTaC) programme in 2017.** This is aimed at **creating a pool of food safety supervisors, who are trained in good hygiene and manufacturing practices** as per requirements in Food Safety and Standards Licensing and Registration Regulations, 2011. To address training needs for all types of food businesses at various levels in the food system, a total of **seventeen courses at three levels, basic, advanced and special** have been developed.

FoSTaC is a large scale training programme of Food Safety & Standard Authority of India initiated with the aim to spread education and raise awareness on Food Safety & Standards. **FSSAI is working through 148 training partners for the same .**

17 types of competency based certification programmes are available under FoSTaC. The **duration of each course is 8 to 12 hours spreading over a period of 1 to 2 days.** These **courses are offered at three levels: Basic, Advanced & Special** and **mainly addresses working professionals in the food sector.** Special categories of courses are product specific- mainly for high risk foods.

The courses are currently delivered through a wide network of training partners. Training is conducted in a cascading mode, where **trainers** are first trained and then they train hundreds of **food safety supervisors.** These **food safety supervisors in turn train food handlers.**

FoSTaC is facilitating in training inputs through its training partners for SHGs etc as per the demand by the concerned departments but expenses are to be borne by the department along with involvement of State Food Safety Department. They have done **recently a course in Maharashtra for SHGs for Mango pulp, Pickle, Fish dry spices etc.** They coordinate Master Trainers in this field as prepared by them.

There are **benefits of imparting FoSTaC training to members of Self Help Groups (SHG), Business units and individuals who are engaged in production and sale of minor forest produce based foods.**

2.1. Forest Division where FoSTaC Training will be provided are as under :-

Sl.No.	Name of Forest Division	Number of FoSTaC Trainees (Approx)
1.	Simdega Forest Division	30-40
2.	Hazaribagh(W) Forest Division	30-40
3.	Giridih Forest Division (E)	30-40
4.	Dumka Forest Division	30-40
5.	Garhwa (South) Forest Division	30-40
6.	Porahat Forest Division	30-40

3.1 The FoSTaC Training providing agency will be required to accomplish the following works :-

(a) **Apprise the trainees about FSSAI, its role, and the procedure for registration of the Minor Forest Produce (MFP) based Food business processing units with FSSAI.**

(b) **Impart one full day Basic level Manufacturing/Food Processing Training to the Trainees in six Forest Divisions in the State, on dates to be finalized/Processing the client (Jharkhand Forest Department)**

(c) **Provide KITS package to each trainee including the following :-**

- (i) Basic Quick test Kit
- (ii) Basic Hygiene Kit
- (iii) FSSAI Display Board
- (iv) Adulteration Kit
- (v) Pink Book
- (vi) Dart Book

(d) **Provide Certificates to the trainees for the FoSTaC training imparted.**

(e) **Submit Forest Division-wise Detailed Reports on Training imparted in the six forest divisions.**

3.2 Methodology

- i. It will be obligatory on the part of the **prospective bidders to submit**, as a part of Technical Bid, '**Proposed Methodology**'. The said '**Proposed Methodology**', inter alia, will lay down in details (a) **human resources and manner of their deployment, i.e strength and composition of Project Team, distribution of job responsibility, mode of coordination;** (b) **Proposed time Schedule of activities, Documentation, and preparation of Reports;** (c) **facilities and inputs to be provided by the client (Jharkhand Forest Department).** The prospective bidders may be called to explain the, '**Proposed Methodology**' during the **Presentation**, and such Presentation will be given due weightage in the evaluation of the technical bid.

- ii. The client will reserve the right to effect corrections/adjustments/modifications in the Proposed Methodology in consultation with the concerned bidders. Such corrections/adjustments/modifications shall be binding upon the prospective CBs.

3.3 Deliverables

- a. Conduct of **FoSTaC training to 200 trainees** in six forest divisions in Jharkhand State.
- b. **Distribution of KITs** (as specified in data Sheet) to trainees in six forest divisions in the State.
- c. Distribution of **FoSTaC Training Certificates** to 200 Trainees.
- d. Preparation and Submission of **Division-wise FoSTaC Training Detailed Reports** to the Client.

Instructions to Bidders

3.4 Cost of the Tender Document – Nil

1. The Tender document is available

3.5 Due date and Time

The EMD has to be submitted within the bid submission date & time. The EMD of unsuccessful bidders in technical evaluation will be returned after completion of the bids evaluation process.

3.6 Eligibility Criteria

- i. The FoSToC training agency/organization must be **accredited/empanelled by FSSAI** to perform the FoSToC training job.
- ii. Proposals may be submitted by organizations who have experience in **at least one FoSTaC training project/job completed in India in last two years.**
- iii. The bidder must have average annual turnover of Rs. 10 lakhs for last three financial years (2018-19, 2017-18, 2016-17).
- iv. The bidder must hold valid GST, PAN number.

3.7 List of Documents required to be submitted

- (i) GST registration
- (ii) PAN card
- (iii) IT returns for last 3 years
- (iv) Audited Financial Statement / Balance sheets for the last three years
- (v) Letter of empanelment/ accreditation from FSSAI.
- (vi) Any other relevant document (Self- Attested Copies of **Relevant Experience certificates**, copies of Work Orders of **Relevant Current jobs in hand** etc).

3.8 Bidders must clearly indicate the **cost breakup** of the **financial bid under following heads, for 200 trainees** in the **Annexure-V** proforma. **(Note: No item be left unfilled)**

- (i) **Basic level training** for manufacturing/processing for the minor forest produce based foods
- (ii) **KITs package** for trainees (all inclusive)
- (iii) **Certificates** cost (all inclusive)
- (iv) **Division-wise Detailed Reports** of forest divisions
- (v) **Travel cost**
- (vi) **Any other costs**

4. Submission of Proposals

4.1 Procedure for submission of bids

The Bid shall be submitted in 3 (Three) parts as under :-

(a) PART-I: EMD:

EMD of Rs. 50,000/- in the form of **Demand Draft** in favour of **SFDA, Jharkhand** payable at Ranchi.

(b) PART-II: Technical Bid: (ENVELOPE No. 1)

Complete technical details, necessary certification and all relevant document are to be uploaded such as

- i. The Technical Bid should contain the **signed and sealed completed forms (Annexure I, II, III, IV & VI) of the Technical Bid along with relevant enclosures.**
- ii. The Technical Bid should consist of the following:
 - a. **General Information** about the Organization – (Annexure I)
 - b. **Summary of Similar Projects Implemented** – (Annexure II)
 - c. **Details of Similar Projects Implemented** – (Annexure III) : Separate sheet for each project in implemented.
 - d. **CVs of the Project Team** – (Annexure IV)
 - e. **Proposed Approach, Methodology & Work Plan (Annexure VI)** Separate sheet to be attached.
 - f. Additional Information, if any (optional) – Separate sheet to be attached
- iii. The technical proposal must not contain any pricing information.
- iv. In submitting additional information, the same may be marked as Supplementary to the required response.

(c) PART-III: Financial Bid: (ENVELOPE No. 2)

Financial Bid will be considered for evaluation for those Bidders **who have cleared the Part-I and Part-II of bid submission process.**

If the bidding cost is too high or abnormally low, the authority may take appropriate action/ may cancel the bidding process.

Note : Proforma for Financial Bid is given in **Annexure-V**

4.2 Tender Preparation Cost

The bidder shall bear all costs associated with the preparation and submission of its bid, including the cost of presentation for the purpose of clarification of the bid, if so desired by the client and client will in no case be responsible or liable for those costs, regardless of the conduct, or outcome of the Tendering Process.

4.3 Clarification on Tender Document

Any prospective bidder requiring any clarification of the tender document may notify the client on the **address** and **phone** no. or **email** specified in “Important instructions to Bidders”/Data Sheet. The client will respond in writing to any request for clarification of the tender document, **received not later than 03 working days prior to the last date for the receipt of the bids** prescribed by the client. Further clarification on any of the points in the tender can be raised in the **pre-bid meeting.**

4.4 Amendment of Tender Document

- i. At any time prior to the last date for receipt of bids, the client may for any reason, whether at its own initiative or in responses to a clarification request by the prospective bidder, modify the tender document by an amendment.
- ii. The amendment/corrigendum if any will be notified in the website www.forest.jharkhand.gov.in and will be binding on the bidders. The bidders have to check the website regularly for any updates.
- iii. **The Client may at his discretion, extend the last date for the receipt of the Bids.**

4.5 Language of Bids

The **bids** prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and the client, shall be written in English language, provided that any printed literature furnished by the bidder may be written in another so as long accompanied by an English translation in which case purposes of interpretation of the bid, the English translation shall govern.

4.6 Bid evaluation method

- i. **The Procurement Committee of the Jharkhand Forest Department will evaluate the technical bids of the bidders. Then the financial bids of only technically qualified bidders will be evaluated by the Procurement Committee.**
- ii. The Procurement Committee will examine the bid document submitted by each bidder whether all required documents have been submitted as per the tender document like EMD and Technical documents specified in the tender document. If there are any discrepancies or mismatch in the documents submitted by the bidder, the Committee shall reject the bids and the grounds for such rejection shall be recorded in the Technical Evaluation Sheet.
- iii. **The Procurement Committee may waive any minor informality or non-conformity or irregularity in a bid**, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any bidder.
- iv. The Procurement Committee shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these, as **substantially responsive bid** is one, which **conforms to all the terms and conditions of the bidding documents without material deviations**. The determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- v. If a bid is not substantially responsive, it will be rejected by the committee and may not subsequently be made responsive by the bidder by correction of the non-conformity.
- vi. The client reserves the right to accept any bid or to cancel/abort the bid process and reject all bids at any time prior to award of contract, and Client shall not be liable for any costs incurred by the affected bidder.
- vii. **Arithmetical error will be rectified on the basis of details provided in the proposal.** If there is discrepancy between words and figures, **the amount in words will prevail.**

- viii. **Technical Evaluation:** The Procurement Committee will examine the eligibility of the bidders as per the tender document. Bids of the bidders, not satisfying the eligibility criteria and any technical deviation in the items quoted and not quoted shall be rejected. **The Committee may ask for additional information from the bidders.** On request from the committee, the bidder may have to produce additional information. The time limit in which the bidders have to submit additional information shall be decided by the Committee and its decision shall be final in this regard.
- ix. **Technical Evaluation Criteria:** Technical Evaluation will be carried out based on **Technical Bid Evaluations Sheet** specified in **Annexure**. The bidder scoring a total point of **70 or more** will be considered a **technically qualified bidder** which will then be considered for financial evaluation. The bids will be rejected if the technical score is below 70 points.
- x. **Financial Evaluation:** Financial bids of only technically qualified bidders shall be evaluated. The bids found lacking in strict compliance to the **financial bid format** shall be rejected straightaway. The Procurement Committee shall follow **a best value bid selection process, based on the Quality and Cost (QCBS)**. The overall rating for the bidders shall be done on the basis of weightages to be assigned as described below:
 - i. Technical score – 70%
 - ii. Financial score – 30%
 - iii. **The overall score= $TS*0.7+FS*0.3$** , adjusted to 2 decimal places.
 - iv. In case of a tie in the overall score, the bidder with the superior Technical Score (TS) will supersede the other Bidder.

4.7 Period of **Validity of Proposals**

- a. The offer submitted by the bidder shall be valid for a **period of 120 days from the date of submission of the tender**. A proposal valid for a shorter period may be rejected as non-responsive.
- b. In exceptional circumstances, the client may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing (or email).

4.8 **Proposal Preparation Costs**

The bidder is responsible for all costs incurred in connection with participation in this process, including but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Procurement Committee to facilitate the evaluation process, and in negotiating a definitive Service Agreement or all such activities related to the bid process. This RFP does not commit the Procurement Committee or Client to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

4.9 **Right to Terminate the Process**

- i. The right of final acceptance of the tender is entirely vested with the client which reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever.
- ii. There is no obligation on the part of the client to communicate with Bidders whose bids have been rejected.
- iii. Bid Security and its Amount (Earnest Money Deposit-EMD): Bidders shall submit, along with the Bids, Bid security or EMD of Rs.50,000 (in words Rupees fifty thousand only), as indicated in the Data Sheet.
- iv. **The EMD would be refunded to all unsuccessful bidders automatically after the completion of the bid evaluation process.** The EMD of the successful bidder would be returned after fulfillment of the requirement of **Performance Guarantee by the successful bidder** with reference to the deliverables and time frame specified.
- v. **Bid without EMD** will be rejected without any correspondence with the bidder concerned.
- vi. The above EMD held by the client, till it is returned to the unsuccessful Bidders, will not earn any interest thereof.

4.10 Bid Opening

- i. The tenders will be received only up to the date and time mentioned in the **Data Sheet**. The Technical Bids will be opened at **Day, Date and time indicated in the Data Sheet**, by the Procurement Committee **in presence of the Bidders or their authorized representatives** who may be present at the time of opening of bids.
- ii. The Technical Bids will be evaluated as per the evaluation criteria specified in the Tender. **The list of technically qualified Bidders will be prepared by the Procurement committee and displayed on the website www.forest.jharkhand.gov.in**
- iii. The Financial Bids of technically qualified bidders alone will be opened at date and time indicated in the Data Sheet.

4.11 Tender Rejection Criteria

- i. The tenders with the Technical Bid not containing the EMD Demand Draft will be summarily rejected.
- ii. Tender not submitted in the form specified as per the format given in this Tender document will be summarily rejected.
- iii. Tender with incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- iv. Tenders with variance/contradiction between Technical Bid and Financial Bid will be liable to rejection. If the offer does not meet the tender requirements, the **Procurement committee** reserves the right to reject any or all the tenders without assigning any reason whatsoever.
- v. **Tenders submitted without the enclosures to prove the Bidder's specific experience in FoSTaC Training Jobs, Order Value of completed projects and projects in hands and 'Proposed Methodology' will be liable for rejection.**
- vi. Tenders submitted without **audited financial statements (Balance Sheets)** of the Bidder are liable for rejection.

- vii. In addition to above rejection criteria, if there is non-compliance of any of the clauses of the Tender document, the Tenders are liable for rejection.
- viii. Incomplete bid documents will be treated as non-responsive offer and the tender is liable for rejection.

4.12 Technical Bid Evaluation Criteria

Evaluation Criteria	% of marks
(i) Experience in FoSTaC training projects completed , specifically with respect to States in India. Priority to organization having completed or ongoing projects with forests departments/ government bodies in Indian States . The bidder who has done 1 project will get twenty marks and the bidder who has done 5 or more number of projects will get 50 marks. Bidder who has done 2 projects, 3 projects, 4 projects will get 28, 36, 42 marks respectively.	Max marks 50
(ii) Manpower resources to be assigned to the project including CVs of the Project Team	Max marks 25
(iii) Proposed Approach, Methodology and Work Plan	Max marks 25
Total	100

- a. The client will invite the **eligible bidders to make a presentation** at a date, time and location **as indicated in the Data Sheet**. The purpose of such presentations would be to allow the bidders to present their proposed Approach, methodology & Work Plan to the Committee and the key points in their proposals.
- b. **The Procurement Committee may undertake oral clarifications from the bidders**. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the Client/Committee to state its requirements clearly and for the bidder to more clearly state their proposal. **However, no additional documents will be allowed to be submitted by the bidder after the formal submission of the bid and the clarifications, if any have to be provided from documents already submitted.**
- c. Depending on the evaluation methodology as mentioned above, each Technical Bid will be assigned a technical score (TS) out of a maximum of 100 points.
- d. **The bidders, who get a Technical score of 70 or above, will qualify for the evaluation in the financial process.**
- e. APCCF (FDA) has the sole authority to have contract discussion with the successful bidder.

5. Award of contract

5.1 Transfer of Documents

After successful selection of Agency/Organisation, the Procurement Committee will hand over all the documents to the client office.

5.2 Letter of Acceptance

After successful completion of the contract discussion, if held, the client office will issue a letter of Acceptance to the Successful Bidder.

5.3 Forfeiture of EMD

If the successful Bidder fails to act according to the tender conditions or backs out after his tender has been accepted, his EMD will be forfeited.

5.4 Signing of Contract

- a. The successful Bidder should execute an agreement on a 100 rupee stamp paper for the fulfillment of the contract with the client at the time of execution **within one week from the date of receipt of the Letter of acceptance** issued by the client office. If the same is not executed within one week, the EMD of the Bidder may be forfeited and their tender will be held as non-responsive.
- b. The expenses incidental to the execution of the agreement shall be borne by the successful bidder.
- c. **Work engagement of the successful bidder** will be for a **maximum period of 3 months** subject to discretion of client.

5.5 Performance Bank Guarantee (PBG)

- a. The successful bidder shall, at his own expense, deposit with the client, **within 15 working days from the date of receipt of the letter of acceptance issued by the client, prior to signing of the contract**, whichever is earlier, an unconditional and irrevocable **Performance Bank Guarantee (PBG)** from a scheduled bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- b. This Performance Bank Guarantee (PBG) will be for **an amount equivalent to 5% of contract value**. All incidental charges whatsoever such as premium; commission etc. with respect to the performance bank guarantee shall be borne by the bidder. The Bank Guarantee shall be valid for a period of three months from the date of signing of contract. If the accepted Bidder fails to furnish the bank guarantee within the above said period, the EMD remitted by him will be forfeited and his tender will be held void. The **PBG** furnished by the Bidder in respect of his tender **will be returned to him at the end of the contract period subject to submission of all relevant reports to satisfaction of the client**.
- c. If the Bidder fails to act according to the tender conditions or backs out when his tender is accepted, his PBG mentioned above will be forfeited.

5.6 Release of Work Order

After the execution of the agreements specified in the Tender Document and after receipt of the PBG, the client will issue the **formal work order to the successful Bidder**.

5.7 Execution of Work Order

The successful Bidder should nominate and intimate to the client the **name of a Project Leader specifically** to handle the Work Order. The successful Bidder should ensure that the Project Leader is fully familiarized with the terms and conditions of the Tender, Scope of Work and the guidelines.

5.8 Assigning of Tender whole or in part

The **successful Bidder shall not assign or make over the contract**, the benefit or burden thereof **to any of the person or persons or body corporate**. The **bidder shall not underlet or sublet** to any person(s) or body corporate for the execution of the contract or any part thereof.

5.9 Submission of Deliverables

The submission of Deliverables should be made strictly in accordance with the terms and conditions of the Tender Document. If the delivery is not effected as per tender, the client shall have the right to cancel the order and to take any such action deemed fit in such circumstances.

5.10 Delivery Schedule

Sl.No.	Activities	Timeline
1	Successful completion of FoSTaC training to the trainees.	2 months from the date of agreement/ signing of work contract
2	Successful Distribution of KITs to the trainees.	2 months from the date of agreement/ signing of work contract
3.	Submission of Division wise Detailed Reports on the trainings imparted, including Photographs	3 months from the date of agreement / signing of work contract

5.11 Service Level Agreement (SLA) & Penalty clause

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them.

Penalties for delay in project schedule:

Delay in weeks	Penalty
Up to 1	2% of Contract value
Up to 2	4% of Contract value
Up to 3	6% of Contract value
More than 4 weeks	10% of Contract value

5.12 Payment Schedule

Sl.No.	Activities Time line	Extent of Payment to be done
1.	Successful completion of FoSTaC training and Submission of Pre-Assessment report	50 % of Contract Value
2.	Successful distribution of KITs to the trainees	Balance 25 % of Contract value
3.	Submission of Division-wise Detailed Reports of the trainings imparted, including Photographs and their acceptance by the Client	Balance 25 % of Contract value

5.13 Termination of Services

The Client reserves the right to terminate the services of the certification body, if it finds the work unsatisfactory, at any stage during the contract period by giving a **notice of fifteen (15) days**.

The CB shall then be paid for the work completed as per the fees quoted, till that stage of the assignment as part of response to this tender document.

5.14 Force Majeure

The CB shall not be considered in default, if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, fire, strike, frost, floods, riot and acts of unsurpassed power in the event of delay due to such causes, the delivery schedule will be extended for a length of time equal to the period of force majeure or at the option of client the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of client.

5.15 OTHER TERMS AND CONDITIONS

a. During the execution of the Project, the client reserves the right to issue advice and direction to the FoSTaC training organization or request additional information or clarification from the same. While such advice, direction or request and response to the same shall have no impact on the substantive content quality or cost of the services offered, the same will be **binding upon the FoSTaC Training organization** awarded the job .

b. **All supporting materials** (including all data, material, and documentation originated and prepared for the client. (State Forest Department) pursuant to this RFP/tender, and including correspondence relating to this RFP), **shall** upon delivery to the client, **become the property of the Jharkhand Forest Department**.

c. The Bids should be submitted neatly and all corrections, over-typing should be attested with seal.

d. The client reserves the right to reject any or all the tenders without assigning any reason, to relax or waive or revise any of the conditions stipulated in the terms and conditions tender as deemed necessary in the best interest of State Forest Department for good and sufficient reasons.

e. **The client will not pay any increase in duties, taxes and surcharges** on account of any revision by the Government **after expiry of the stipulated delivery period in the work order**.

f. In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation" Act 1996". The arbitration shall be held in Jharkhand state only and the Courts at Ranchi only shall have jurisdiction in relation thereto.

6. Annexures

Annexure-I

PART 1. Technical Bid Format

General Information about the Organization

Sl.No.	Particulars	Details to be furnished	
Details of the Bidder (Organization)			
1.	Name		
2.	Address		
3.	Telephone		
4.	E-mail	Fax	
		Website	
Details of Authorized person			
5.	Name		
6.	Address		
7.	Telephone	E-mails	
Information about the Organization			
8.	Status of Organization (Public Ltd./Pvt. Ltd./Institution/University etc.)		
9.	Detail of Registration of Organization (Provide Ref e.g., ROC Ref)	Date	
		Ref	
10.	Total number of Professionals available with the bidder in the organization.		
11	Number of Professionals that the bidder proposes to deploy in this FoSTaC training Job in Jharkhand State.		
12	Locations and addresses of offices of the organisation (in India and overseas)		
13	GST Registration Number		
14	Enclose ITR for last 3 years (2016-17, 2017-18, 2018-19)		

Note: The **Bidder** or his **authorized representative must sign on each page of Technical Bid (Annexure I, II, III, IV & VI)**

Signature of the Bidder

Annexure-II

**Summary of FoSTaC Training jobs/project successfully conducted by the organization/
bidder.**

S. No.	Name of the Client	Name of State in which Project was undertaken	Number of trainees trained	Start Date of FoSTaC Training	End Date of the FoSTaC Training	Contract / Job Value (Rs.)
1						
2						
3						
4						

Signature of the Bidder

Annexure-III

Details of the each FoSTaC Training Job/ Projects implemented by the bidder (Use separate sheet for each projects implemented)

Sl.No.	Item	Details
General Information		
1.	Customer/Name of Govt. Dept/PSU etc. (Client who awarded the Job)	
2.	Name of contact person and contact details of the Client	
FoSTaC Training Project Details		
3	Name of the Project	
4	Start Date/ and End date	
5	Current status of implementation:	
6	Contract tenure : From : To :	
Project Size		
7	Contract value (Rs. In lakhs)	
8	Description of the services provided by the Bidder (Please provide details in relevance to the scope, of this RFP)	
9	Please provide testimonials and certificates from the Client in support of the project experience	

Signature of the Bidder

Note: Please use one separate sheet for **each project implemented.**

Annexure-IV

CV's of the Project Team Proposed

Give the profiles of **key people/core members**, including the Project Leader , key Consultants/Experts **who will be involved in the assignment** (Use **separate Sheet for each person**).

S.No.	Item	Details
1	Name	
2	Role in current project	
3	Whether Primary/Secondary	
4	Current job title	
5	Experience in yrs.	
6	Number of years with the Organization	
7	Current job responsibilities	
8	Summary of Professional/experience	
9	Highlights of assignments handled and significant accomplishments	
10	Educational Background, Training/Certifications	
11	Educational qualifications (Ph D/ Post Graduate/Graduate/others) with subject relevant to the assignment	

Signature of the Bidder

* Please attach **one sheet for each member** of the proposed project team.

PART 2 : Financial Bid Format

	Activities	Price (Rs.)	Remarks (if any)
a)	Conduct of FoSTaC training to 200 trainees in six forest divisions in Jharkhand State.		
b)	Purchase and Distribution of KITs (as specified in data Sheet) to trainees in six forest divisions in the State (All inclusive).		
c)	Preparation and Distribution of FoSTaC Training Certificates to 200 Trainees (All inclusive)		
d)	Preparation and Submission of Division-wise FoSTaC Training Detailed Reports to the Client (All inclusive).		
e)	Travel Cost		
f)	Any other costs		
	Total Rs. (All inclusive):		
	(Rs. ----- only)		

- (1) All prices should be in INR and the Total Amount of **Financial Bid** shall be specified in both **figures** and **words**.
- (2) Price quoted against each activity shall be '**all inclusive**'.
- (3) All prices quoted in the financial bid are **inclusive of** applicable **taxes**.
- (4) **No item from (a) to (f) in the financial bid format (Annexure V) be left unfilled.**

Signature of the Bidder

Methodology

Proposal Approach, Methodology & Work Plan (Not more than 500 words): To be submitted along with the Technical Bid.

Approach & Methodology: The bidder needs to explain his understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Staffing for training if required, should also be explained.

Work Plan : You should also propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones, and delivery dates. The proposed work should be consistent with the technical approach, methodology and timelines of this tender/job. A list of the final documents including reports, drawings, and tables to be delivered as final output, should be included. The work plan should be consistent with the timeline of delivery indicated in the tender.

Staffing : You should propose the structure and composition of your team. You should list the main disciplines of the assignment, the Key Experts and Non-Key Experts, and proposed technical and administrative support staff.