Request for Proposal (RFP)

"Developing National Occupational Standards-for selected Job roles for FICSI"

For

Food Industry Capacity & Skill Initiative

Reference # FICSI/NOS/RFP/03/2019

Proprietary & Confidential

Issued by:

Food Industry Capacity & Skill Initiative

1. ADMINISTRATIVE DETAILS

1.1. Confidentiality

All information included in this RFP is confidential and only for the use and knowledge of the recipient. No information included in this document or in discussions connected to it, may be disclosed.

1.2. RFP procedure

1.2.1. Contact Details

For questions regarding this RFP, please contact
Mr. Sunil K. Marwah – CEO, Food Industry Capacity & Skill Initiative New Delhi 110 001
T: +91- 9711260230 Email: ceo@ficsi.in
Website: www.ficsi.in

1.2.2. Critical Information

This Request for Proposal (RFP) contains the details regarding scope, eligibility for participation, evaluation methodology, project timelines, terms & conditions and other relevant details. Bidding organizations are advised to study the RFP document carefully before submitting their proposals. Submission of a proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

1.2.3. Contents of solicitation documents

Proposals must offer services for the total requirement as stated in the RFP. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal

1.3 Schedule of Events

The following table provides a schedule of events relating to this request.

Event	Target Date
RFP issued to the Vendors / Published on the FICSI website	May 10, 2019
Last date of receipt of Queries and Clarifications on RFP	May 15, 2019
Pre bid Meeting	May 17, 2019
Last date of Submission of proposal	May 20, 2019
Presentation for Technical Bid	May 22, 2019
Financial Bid Opening	May 24, 2019
Award and Signing of SLA	May 28, 2019

2. INTRODUCTION

2.1. Introduction about Issuer

Food Industry Capacity & Skill Initiative (FICSI) is a Not-for-Profit Organization, registered under the Societies Registration Act, 1860. The Council has been promoted by the Federation of Indian Chambers of Commerce and Industry (FICCI) with financial support by National Skill Development Corporation (NSDC).

The key objective of the FICSI is to create a robust and vibrant eco-system for quality education and skill development in the Food Processing Sector in the country.

The mandate for the FICSI is:

- Carry out a Functional and Occupational Mapping and develop a Catalogue of Industry Occupations / Job Roles in the Food Processing Sector.
- Develop & Set National Occupational Standards for select Job Roles in the Sector.
- Develop & Put in place an Assessment & Certification mechanism for the Trainers, Assessors and Trainees.
- Develop and put out an Affiliation/Accreditation system for Training Institutes to deliver competency based training as per content and curriculum developed based on the NOS.
- Promote academies of Excellence.
- Put in Place an Effective Labour Market Information System.

The purpose of establishing FICSI is to ensure that the Food Processing industry is able to grow with skilled manpower, increase productivity and profitability. The FICSI will encourage the industry to employ skilled and certified manpower. In its endeavour to build capacity through Private Sector participation, FICSI is expected to create a dynamic LMIS to keep track of the labour market skill gaps, frame Occupational Standards, facilitate development of practical and high quality training content, ensure adequate availability of faculty through Train The Trainer initiatives, build accreditation and certification mechanisms and encourage capacity building through private sector participation.

2.2. Background and Rationale for RFP

As it is evident, Food Processing sector is extremely crucial for the development of the country's economy as it is considered to be a strategic sector having a multiplier effect and bearing on the growth of primary sector as well. The sector in India presents unique opportunities and challenges with deficit of skilled manpower because of which the productivities and efficiencies in the sector are low. This has serious economic and strategic implications for the country. Out of the few key sectors identified by MSDE, Food Processing is one of the key sectors where planned skill development with consistent standards of performance is required to increase production, improve productivity as well as quality of jobs and products.

With this context, FICSI invites leading service providers to submit proposal for development of Qualification Pack and National Occupational Standards (NOS) for selected job roles/occupations in the Food Processing Industry.

The deliverable of this project would be utilized by FICSI in building strategies to boost the skill levels and professionalism in the Food Processing industry by working closely with the private sector, universities and other institutions of learning so as to design programs to ensure that adequate trained and skilled manpower is available to the industry which can give consistent standards of performance.

FICSI, through this Request for Proposal (RFP), would select an Implementation Partner (referred as Bidder/Proposer in the rest of the document) with relevant experience and capacity to work on the scope of RFP and maintain information thereof.

2.3. Request for Proposal

FICSI requests for proposal from reputed consultants in food processing/consulting firms/consortium to undertake the task/job of developing Occupational and Functional Mapping and development of Qualification Pack and National Occupational Standards (NOS) for selected job roles/occupations in the Food Processing Industry as per NSDC guidelines on the development of Qualification Packs and National Occupational Standards on their website www.nsdcindia.org

FICSI through this Request for Proposal (RFP) seeks to select a competent consultant/consulting firm with relevant experience and capabilities in various subsectors of Food Processing Sector to develop Qualification Pack and National Occupational Standards (NOS) for selected job roles/occupations

3. SCOPE OF WORK

The scope of this project shall include but not necessarily be limited to the following tasks:

A. Identify the skill gap apart from the 49 QP prepared in the food processing sector
B. Occupational Mapping of QP identified
C. Functional Analysis
D. Development of Qualification Packs and National Occupational Standards
E. Industry validation and updation of NOS and assistance in Qualification Registration Committee (QRC) procedure

3.1. Scope

The details of the task are mentioned below,

A. Identify the skill gap in food processing apart from the 49 QP prepared

- Jobs available & roles in key sub-sectors and emerging trend including anticipated changes in employment patterns. This should also include growth charts in each sub-sector.
- Identify the existing supply sources (formal & non-formal education, training institutes, public and private) – How is the existing demand being met?
- Learning opportunities and kind of training to enhance qualifications of the workers. Training institutes involved in these trainings.

B. Occupational Mapping

- Identify remaining Occupations & Job Roles across Food Processing Sectors and sub sectors.
- Profiling of Job Roles, including expected out come and competencies required to achieve the expected outcome.
- Career paths/Opportunity for progression, commencing from entry level to the senior positions.
- Identification and Elucidation of skill deficiencies/gaps- soft, generic and domain specific.

- Identify Job roles which could be off loaded to undergraduates.

C. Functional Analysis

Functions mean the activities a person is expected to do as part of their job. They must have a clear purpose and outcome that are valuable to the employer.

Functional analysis is the main tool used to develop National Occupational Standards. The Functional analysis should be inclusive and represents employer's requirements across industry level and regional locations. It involves analysing areas of work and identifying the outcomes that people should achieve.

The function analysis should follow the stages given below:

- Definition of key purpose and roles
- Key Competence Areas
- Identification of Functions (Tasks): "What needs to happen (primary and secondary functions) to achieve the key purpose"
- Identification of Possible NOS title : "What needs to happen to achieve each function"
- For each NOS, identify generic and domain specific performance (Skill) and Knowledge criteria :
    - o Performance/Skills: What are the activities in each NOS, which are to be performed?
    - o Knowledge: What are the underpinning knowledge attributes which are to be understood to perform each of the above activities

D. Development of Qualification Packs and National Occupational Standards

- Develop Qualification Packs and National Occupational Standards as per NSDC guidelines.
- Identify job roles that cut across the Food Processing sub sectors

The sub sectors are:

- Beverages (Wine & Beer, Flavored Water, Aerated and Traditional Beverages)
- Chocolate & Confectionary (boiled sweets,mints, gums,toffees etc)
- Equipment based QP for Dairy, Bakery, Packaging
- Dry fruit processing
- Dairy (Cheese)
- On-line quality checking across subsectors

- Final Version of NOS and Sustainability plan to maintain the relevance and currency of NOS
- While preparing occupational standards, all existing standards in the Food Processing Sector including those in other countries, shall be studied and assessed and best practices be taken into consideration.

- National Occupational Standards should categorically mention Functional Description and Competencies and should follow NSDC guidelines (http://nsdcindia.org/national-occupational-standards/documents-nos-creation.aspx)

E. Industry validation and updation of NOS as per NSDC guidelines and assistance in QRC procedure

- At least 30 companies including Small (10), Medium (10) and Large (10) from each sub sectors are required to be visited and interviewed in different clusters PAN India as per guidelines.
- Creation of QRC documents as per NSDC standards

Project should be completed at the earliest but not later than 10 weeks after award of contract.

3.1.1. Who can Apply?

a. Members/Consultants in food processing executing the project having minimum 3 years of relevant experience
b. Members/consultants having got experience of activities in building of QP-NOS and related activities and handled similar projects with NSDC.

Note- The consultant/consulting firm can select all or some of QP depending on their specialisation or interest

3.2. Schedule of Activities

S. No.	Activity	Timeline
1	Presentation of detailed work plan	June 3, 2019
2	Skill Gap study	June 14, 2019
3	Interim Report : Occupational Analysis	June 21 , 2019
4	Interim Report: Functional Analysis for selected job roles	June 28, 2019
5	Final draft of Functional Analysis	July 5, 2019
6##	Meeting to prioritize the development of QPs to be put for public viewing followed by QRC docket preparation	July 10, 2019
7	Completion of Prioritized QPs	August 1, 2019
8	Completion of Balance QPs and Final Project Report	August 16, 2019

Note: Priority of development of NOS to be decided during the meeting to discuss Final Occupational Mapping and Functional Analysis. The meeting will be held immediately after the approval of the functional analysis.

Notes:

1. Sustainability plan to maintain the relevancy of the new NOS to be submitted along with the draft final NOS
2. NSDC's definitions of various terms and standards should be followed on the subject.
3. Reports would be reviewed and validated by the team of experts and stakeholders and the bidder would have to update it accordingly

4. PROJECT METHODOLOGY AND REVIEW

4.1. Project Management and Methodology

The methodologies to be used must follow formal management practice to ensure adherence to schedule, scope and costs. The bidder should also include a methodology to ensure that the FICSI is informed on an ongoing basis regarding project progress/ performance reporting, change requests, project slippage, risks and issues, and a record of all industry stakeholders contacted or consulted.

4.2. Project Review and Reporting

- Review to be as per the activity charts.
- In addition, mid-term review may be organized as per the requirement basis.
- The expenses for attending the meeting would be borne by the bidder and should be included in the quoted amount.

4. GUIDELINES AND INSTRUCTIONS FOR BIDDERS

5.1. Required Qualifications, Competencies and Eligibility of the Bidder

I. The consultancy/firm hired should have demonstrated project management capacity with team members who possess relevant and excellent qualification and experience.
II. The team should have experience in the Sector/related sectors in India or abroad
III. Ability to communicate effectively to a wide range of audiences, interact and facilitate communication between partners and industry members and understand causal relationships between enablers and results.
IV. The bidder would be required to work in a participatory mode with SSC team to make the project successful. This may require extensive travel within India
V. Permanent Account Number (PAN) of Proposer/each Consortium Member should be available from Income Tax authorities
VI. Any legal entity duly incorporated in India or abroad can participate in the bidding process.
VII. Understanding and exposure to SSCs in India.
VIII. FICSI reserves the right to carry out the technical and financial assessment of the bidders and the decision of the FICSI shall be final in this regard.
IX. The bid would be cancelled at any point of time, if the information furnished by the bidder is found to be incorrect. The amount paid till that date should be returned within 15 days of the cancellation of the project contract.

5.2. Completeness of Response

I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

II. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal.

5.3. Proposal Preparation Costs

I. The bidder is responsible for all cost and expenditures 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 FICSI to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process.

II. FICSI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

III. This RFP does not commit FICSI to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.

IV. All materials submitted by the bidder become the property of FICSI and may be returned completely at its sole discretion.

5.4. Bidders' inquiries and FICSI responses

I. All enquiries / clarifications from the bidders related to this RFP must be directed in writing exclusively to the contact person notified in this RFP document.

II. The preferred mode of delivering written questions to the aforementioned contact person would be through registered post or email. Telephone calls will not be accepted. In no event will the FICSI be responsible for ensuring that bidders' inquiries have been received by FICSI.

III. After distribution of the RFP, the contact person notified by FICSI will begin accepting written questions from the bidders. FICSI will endeavor to provide a full, complete, accurate, and timely response to the questions. The responses to the queries from all bidders will be distributed to the interested bidders.

5.5. Submission of Responses to FICSI

I. The bidders should submit responses as per details given in RFP in 2 printed copies of each duly initialed on each page and on a non-rewritable CD as a single file in PDF format in a separate sealed envelope.

II. The bids should be in two parts:
    i. Technical Proposal
    ii. Financial Bid

III. The CD/ DVD must be duly signed using a permanent Pen/Marker and should bear the name of the bidder organization and the reference id of the RFP.

IV. The original proposal shall be prepared/ printed in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the bidder itself.

V. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

VI. All pages of the proposal must be sequentially numbered and shall be initialed by the Authorized Representative of the bidder.

VII. The technical part of the proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the Financial Bid.

VIII. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexure to the Proposal.

IX. Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

5.6. Signing and Proposal Submission Format

I. The entire proposal shall be strictly as per the format specified as per Para 6.2 of this RFP and any deviation from the formats shall be rejected.

II. All the communication to FICSI including the proposal and the bid documents shall be initialed on each page by the authorized representative of the bidder and authority letter/power of attorney should be attached with the bid.

5.7. Venue and Deadline for submission

I. Proposals must be received at the address specified below by 1730 hours on May 20, 2019 by the authorized representative mentioned in the document.

Contact details for Submission of bids:

Mr. Sunil K. Marwah
CEO
601, 6TH Floor, Mercantile House
Kasturba Gandhi Marg, Connaught Place
New Delhi – 110001
T: +91- 9711260230

II. Any proposal received by the FICSI post deadline mentioned above shall be rejected and returned unopened to the Bidder.

III. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

IV. FICSI shall not be responsible for any postal delay/non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.

V. FICSI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

5. GENERAL INSTRUCTIONS FOR PROPOSAL SUBMISSION

6.1. Preparation of Proposals

All proposals submitted must meet the following mandatory requirements in order to be considered and suitable for further evaluation

I. Duly Signed and Completed Forms and Letters (Ref. Annexure)
II. Permanent Account Number (PAN) of proposer/each consortium member from Income Tax authorities in India
III. The bidder's legal name and any other name under which it carries on business as well as its business number, and whether the bidder is an individual or incorporated entity
IV. Bidders Profile including date of establishment
V. Turnover and Audited account statement of last three years. Details of each consortium partner for the project should necessarily be included, if applicable.
VI. The bidder's contact information including name of the contact person, address, telephone and fax numbers, and email address
VII. In case of a joint submission a copy of the letter of association highlighting the name of lead partner and the Sub-contracting partner/copy of the contract and other details should be attached and clearly elaborated.
VIII. Details of consortium partner/s should clearly be defined with roles, strengths and other relevant details.

6.2. Proposal Content Guidelines

In order to facilitate evaluation by FICSI evaluation committee and to ensure each proposal receives full consideration, proposals should be accompanied by the documents as listed below. The proposals may be organized in a format at the discretion of the Proposer:

1. Proposal Submission Letter along with the following

I. Bidders Profile including date of establishment
II. Undertaking to the said effect as per the attached format.
III. Turnover and Audited account statement of last three years

2. Technical Proposal

Technical Proposal should be prepared keeping in view but not limited to the details mentioned under clause 8.3

I. Curriculum Vitae of the project management and execution team should be enclosed.
II. Profile of the senior people managing the project and details and experience of the team working on the project (include the consortium partner's team detail, if applicable).
III. Details of the Technical Person/s with experience of working in the Food Processing Sector and direct involvement in the project
IV. Activity wise man-hours proposed
V. Descriptive note on the project

VI. Detailed approach paper on methodology to accomplish objectives (ref. Clause 6.3)
VII. Plan and process for accomplishing the task including verification, validation and checkpoints supported by the verifiable documents/evidences.
VIII. Interim and Final Deliverable (ref. clause 3.1 and 3.2)
IX. Prior Experience with regard to Preparation of NOS in India or abroad

3. Financial Bid

The details of amount quoted in the Financial Bid should be presented and mentioned as per FORM III. Ref. Clause 6.4 for details for preparing Financial Bid.

6.3. Methodology Brief

This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed and addressing the requirements, to meet or exceed the specifications.

I. Understanding of major deliverables and control systems to be used to efficiently manage the project and the needs and requirements of the Food Processing Sector
II. Detailed work breakdown structure
III. Discussions with Industry stakeholders for validations.
IV. QP-NOS & Validation Format would be exactly as laid down by NSDC Protocol.

6.4. Financial Bid

I. The Bidder shall indicate the prices of services it proposes to supply under the contract.
II. All costs shall be inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. The benefits realized by Bidder due to lower rates of taxes, duties, charges and levies shall be passed on by Bidder to FICSI. In case of upward revision to duties and taxes the Bidder will be responsible to incur the additional cost.
III. The Bidder has to include all costs like Travel, Lodging & Boarding, Local Travel expenses, etc. incurred during the implementation. FICSI will not bear any additional costs.
IV. All/ selected bidder would be called for detailed presentation and consultation of the Financial Bids. The bidders would be required to share their presentation with FICSI.
V. Terms of payment indicated in the RFP shall be final and binding on the Bidder and no alternate terms and conditions proposed in the Proposal shall be considered. The Bidder must also furnish separately in the financial bid the recurring / revenue expenditure, if any.
VI. All prices shall be quoted in Indian Rupees (INR)

6.5. Language of the proposal

The Proposals prepared by the bidder as well as all correspondence and documents relating to the proposal exchanged by the Bidder shall be written in English.

6.6. Period of validity of proposals

Proposals shall remain valid for 120 days after the date of Proposal submission prescribed by the FICSI, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the FICSI on the grounds that it is non-responsive. In exceptional circumstances, FICSI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify its Proposal.

6.7. Format, signing and submission of proposals

The Bidder shall prepare the proposal as defined under various clauses of the RFP. Each page of proposal must be initialed by the person authorized to sign the document and the proposal must be submitted strictly as per the timeline defined in clause1.3 and 3.2.

6.8. Sealing and marking of proposals

I. The bidder shall seal the proposal in one outer and two inner envelopes clearly marking "RFP for developing QP-NOS under FICSI" - Ref # FICSI/NOS/RFP/03/2019" on top of each envelope.

II. The Technical proposal and Financial Bid should be in separate sealed inner envelopes as per the requirement, clearly marked Technical proposal or Financial Bid – as the case maybe.

III. The outer envelope shall be addressed to –

Mr. Sunil K. Marwah
CEO
601, 6TH Floor, Mercantile House
Kasturba Gandhi Marg, Connaught Place
New Delhi – 110001

IV. The outer envelope shall indicate the name and address of the bidder at the back of the proposal to enable the proposal to be returned unopened, in case it is declared "late."

V. Both inner envelopes should clearly indicate the name and address of the Bidder on the bottom left side.

7. PAYMENT TERMS AND CONDITIONS

I. The contract(s) signed with the successful consultant(s) will be a fixed price contract. Any expenses by consultants must be included within this contract limit and not separated out for budgeting or invoicing.

II. In consideration of the contractor satisfactorily completing all of its obligations under this contract, the contractor shall be paid a firm price based on deliverables. No increase in the total price would be considered unless it is resulting from any design changes, modifications or interpretations of the specifications at the behest of written request by Authorised Person of FICSI.

III. Payments shall be made within 60 working days by FICSI after submission of invoice, as per payment terms. FICSI representative or its nominated committee shall certify corresponding milestones agreed and achieved.

IV. Payments shall be made in Indian Rupees/ INR.

V. Amount payable to the Service Provider as stated in the Contract shall remain non-

negotiable and fixed.

It is proposed to enter into a deliverables based payment with the Bidding Agency selected to conduct this exercise details of which are as under:

S. No	Payment Terms	% of Total Amount
1	Signing of the contract between FICSI & Proposer	**0**
2	Project completion	**100**

8. RIGHTS OF FICSI AND RESPONSIBILITIES OF THE CONSULTANT

8.1. Amendment or Supplement information to RFP

I. At any time prior to the last date for receipt of bids, FICSI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

II. If FICSI deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

III. The amendment will be intimated to all proposers who confirm their intention to participate, by email.

IV. In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, FICSI may, at its discretion, extend the last date for the receipt of Bids.

V. FICSI may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing a corrigendum through email to all confirmed proposers, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

VI. The bidders are allowed to resubmit their bid- if required, after such amendments.

8.2. FICSI rights to terminate the process

I. FICSI may terminate the RFP process at any time and without assigning any reason. FICSI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

II. This RFP does not constitute an offer by FICSI. The bidder's participation in this process may result in FICSI short listing the bidder and awarding the contract.

8.3. Short listing Criteria

I. The Evaluation Committee of FICSI consisting of experts would evaluate and select the successful bidder.

II. Any attempt by a Bidder to influence its bid evaluation process may result in the rejection of the Bidder's Bid.

8.4. Modification and withdrawal of Proposals

I. The Bidder may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the FICSI prior to the deadline prescribed for submission of Proposals.
II. The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by mail but followed by a signed confirmation copy.
III. No Proposal may be modified subsequent to the deadline for submission of proposals.
IV. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

8.5. Responsibilities of the Consultant

I. Carrying out activities as indicated in this document and submission of all project deliverables to FICSI, within the stipulated time frame;
II. Adhere to the timelines mentioned/agreed as per the terms of this RFP;
III. Ensure that the quality of deliverables meet the expectations of FICSI and are as per NSDC requirement;
IV. For any workshop / group discussion / presentation to be made during the project duration, the consultant will conduct the workshop, prepare presentations and resource material (to be approved by FICSI) and document the proceedings of the workshop. Consultant will be expected to submit the presentation before the workshop /group discussion /presentation.
V. The consultant will share with FICSI all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the consultant should be deemed as proprietary and non-shareable with FICSI by the consultant.
VI. Bidder will work in close coordination with the FICSI team for this project.
VII. The selected bidder will be fully and completely responsible to the FICSI for all the deliverables
VIII. The Consultant would be responsible to provide FICSI, a professional, objective and impartial advice and at all times hold the FICSI's interests paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

9. AWARD OF CONTRACT AND SETTLEMENT OF DISPUTES

I. In case of tie between the two or more organizations, decision of FICSI should be considered final and acceptable to the bidders.
II. FICSI reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder(s) of the grounds for the FICSI's action prior to expiration of the period of proposal validity
III. FICSI will award the contract to the qualified Bidder whose Proposal after being evaluated is

considered to be the most responsive to the needs of the organization and activity concerned. FICSI reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

IV. The FICSI reserves the right to:
- Reject any or all proposals received
- Enter into negotiations with one or more applicant on any aspects of the proposal
- Accept any proposal in whole or in part
- Award or negotiate one or more consultancy agreements
- Verify any or all information provided in the proposal

V. The selected bidder would be notified in writing by FICSI. As noted earlier in this document, this date is subject to change at the sole discretion of the FICSI. The signing of the agreement between FICSI and the bidder is subject to the approval of the FICSI Funding Partners.

VI. The contract to be entered into between the selected bidder and FICSI will be finalized and would contain FICSI standard terms and conditions. If, in the opinion of the FICSI, it appears that a contract will not be finalized with the selected vendor, negotiations with other vendors submitting responsive proposals may be undertaken.

VII. FICSI may assign an employee to interface with the project management team to monitor and seek information to document details of
a. Project Management
b. Fund Utilization
c. Process of new learning resource development
d. Recording and Maintenance of Evidences
e. Ad-hoc querying

10. BID EVALUATION PROCESS

FICSI has constituted an expert Committee to open and evaluate the responses of the bidders to the RFP. Select bidders would be required to make a presentation to the FICSI QP-NOS Committee.

10.1. Presentation by bidders and opening of bid

Each bidder could be required to make a presentation to the Proposal Evaluation Committee (as per the Evaluation criteria)

10.2. Evaluation process

The Proposal Evaluation Committee constituted by FICSI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents /documentary evidence shall be rejected.

1. The decision of the Proposal Evaluation Committee in the evaluation of responses to the Expression of Interest shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.

2. Each of the bidders need to comply with the short listing / pre-qualification criteria as defined in the RFP to qualify for subsequent submission of proposal to the RFP for selection of the Bidding Agency.
3. Each of the responses shall be evaluated to validate compliance of the bidders according to the following criteria as per format and supporting documents mentioned against each clause.

10.3. Clarification of proposals

1. To assist in the examination, evaluation and comparison of Proposals, FICSI may at its discretion, ask the Bidder for clarification of its Proposal.
2. FICSI will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.
3. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of errors, its Proposal will be rejected.
4. Prior to the detailed evaluation, FICSI will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. FICSI's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.
5. A Proposal determined as not substantially responsive will be rejected by FICSI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

10.4 Evaluation and comparison of proposals

10.4.1 Evaluation of bid

A two-stage procedure will be utilized in evaluating the bids, with evaluation of the Technical proposal being completed prior to any commercial bid being opened and compared. The commercial bid of the Proposers will be opened only for submissions that passed the minimum technical score of 80% of the obtainable score of 100 points in the evaluation of the technical proposal. The Technical proposal will be evaluated on the basis of its meeting the Evaluation parameters in the Table given below in "Evaluation Criteria for Technical Proposal"

In the Second Stage, the commercial bid of all contractors, who have attained 80 % of the Technical Proposal evaluation criteria will be opened and compared.

The contract will be awarded to the Proposer who scores highest marks aggregated for technical and financial bid (80% weightage to Technical proposal and 20% to financial bid).

The commercial bids will be opened and evaluated of only those bidders/consortia/consulting firms which fulfill the following conditions:

- Prior Experience with regard to industry interactions for Sector Skills Council or any Govt. Department/Ministry in India or Abroad, & secure at least minimum technical score of 80% of the obtainable score of 100 points.

- **Financial Bid:** The Bidder shall indicate the prices of services it proposes to supply under the contract. All costs shall be inclusive of all taxes, duties, charges and levies of State or Central Governments, as applicable, at the date of signing the Agreement and subject to deduction of all statutory deductions applicable, if any. In case of upward revision to duties and taxes the Bidder will be responsible to incur the additional cost. The Bidder has to include all costs like Travel, Lodging and Boarding, Local Travel expenses etc. incurred during the implementation and FICSI will not bear any additional costs on these.

Clarification: The financial bids should cover all the deliverables as given in the scope of work (Refer Form III, Annexure- C).

Combined Techno-commercial evaluation: In respect of all the qualified Bidders, in whose case, the commercial Bid has been opened a combined techno-commercial evaluation will be done by the FICSI as per the following procedure:

A combined "Score (S)" will be arrived at after considering the nominal commercial quote and the marks obtained in technical evaluation with relative weights of 20% for commercials and 80% for technical. The combined evaluation shall be made by applying weightage of 80 and 20 for the technical and commercial scores.

$$\text{Combined score of 'A'} = 80 * \left[\frac{\text{Tech Score of A}}{\text{Highest Tech Score}}\right] + 20 * \left[\frac{\text{Lowest Financial Bid}}{\text{Financial Bid of 'A'}}\right]$$

On the basis of the above combined weighted score, the bidders shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, FICSI will follow the internal procedure for necessary approvals and there after proceed with notification of award of contract.

Technical Bid

Bidders/Consortia/Consulting Firms must

a. Have Prior Experience with regard to Preparation of NOS, Curriculum, and Syllabus, Courses for Sector Skills Council/Govt. Department/Ministry either in India or Abroad.
b. Secure minimum technical score of 80% of the obtainable score of 100 points

10.4.2 Evaluation criteria and points

S. No.	Evaluation Criteria	Division of total score (Written Proposal (50%) + Presentation and Interview (50%))	Total Score
1.	Profile of the Project Management team	10	70
2.	Profile of the Project Execution team	20	
3.	Organizational and Technical Capability in writing NOS	10	
4.	Methodology for Execution and Field Coverage	20	
5.	Timelines for Execution and past track record	5	
6.	Experience on work related to N.O.S. in India or abroad or in similar areas	5	
7.	Financial Bid	30	30
	TOTAL POINTS		100

11. AWARD OF CONTRACT

11.1. Criteria for award of contract

FICSI reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder(s) of the grounds for FICSI's action prior to expiration of the period of proposal validity, FICSI will award the contract to the qualified bidder whose proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

11.2. FICSI rights to vary requirements at the time of awarding contract

FICSI reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

11.3. Service level agreements

The contract would clearly mention the 'SLA' for all milestones with defined tasks and timelines.

11.3.1 Service level default

The Bidders performance to Service Levels will be assessed as per agreed Service Level Agreements (SLAs). Default will occur if Bidder fails to meet the target service levels, as measured on a monthly basis, for a particular service level.

11.3.2 Penalty Computation

All delays, failures to adhere to the SLAs will attract a financial penalty. This will be mutually decided by the selected bidder and FICSI while signing the contract

11.3.3 Signing of the Contract

Within 3 days of receipt of the contract the successful Bidder shall sign and date the contract and return it to the purchaser. A Letter needs to be provided authorising the person signing the offer on behalf of the company on the company letterhead.

FICSI reserves the right to:

- Reject any or all proposals received
- Enter into negotiations with one or more applicant on any aspects of the proposal
- Accept any proposal in whole or in part
- Award or negotiate one or more consultancy agreements
- Verify any or all information provided in the proposal

The selected vendor will be notified in writing by FICSI. As noted earlier in this document, this date is subject to change at the sole discretion of the FICSI.

11.4 Contract Finalization

The contract to be entered into between the selected vendor and FICSI will be finalized with the vendor by FICSI and will contain FICSI standard terms and conditions. If, in the opinion of FICSI, it appears that a contract will not be finalized with the selected vendor within three (3) days, negotiations with other vendors submitting responsive proposals may be undertaken.

12. FORCE MAJEURE

1. Force majeure, as used in this Article, means acts of Nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.
2. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to FICSI, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify FICSI of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, FICSI shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
3. If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, FICSI shall have the right to suspend or terminate this Contract as mentioned below.

12.1. Termination

FICSI may terminate this Contract for cause, in whole or in part, upon 15 days' notice, in writing. The initiation of arbitral proceedings in accordance with para given below on "Settlement of Disputes" below shall be deemed a termination of this contract.

1. FICSI reserves the right to terminate without cause this contract at any time upon 15 days prior written notice to the contractor, in which case FICSI shall reimburse the contractor for all reasonable costs incurred by the contractor prior to receipt of the notice of termination. In such a case, the contractor will have to pay the entire amount dispersed by FICSI within 15 days of receiving the notice.
2. Should the contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the contractor make an assignment for the benefit of its creditors, or should a receiver be appointed on account of the insolvency of the Contractor, FICSI may, without prejudice to any other right or remedy it may have, terminate this contract forthwith. The contractor shall immediately inform FICSI of the occurrence of any of the above events.

12.2. Settlement of Disputes

12.2.1 Amicable Settlement

The parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the FICSI's conciliation rules then obtaining, or according to such other procedure as may be agreed between the parties within the jurisdiction of Delhi.

12.2.2 Arbitration

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the FICSI's Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

12.3. Observance of Law

The contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of this contract.

12.4. Authority to Modify

No modification or change in this contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the contractor shall be valid and enforceable against FICSI unless provided by an amendment to this contract signed by the authorized official of FICSI.

12.5. Reporting

The consultants shall operate from own offices and based at the focus district for the purposes of the related field works this task. However, he/she will attend briefing meetings at FICSI.

13. ANNEXURES

FORM - I

PROPOSER'S UNDERTAKING LETTER (To be on Proposer's letterhead)

To
Mr. Sunil K. Marwah
CEO
601, 6TH Floor, Mercantile House
Kasturba Gandhi Marg, Connaught Place
New Delhi – 110001

Dear Sir,

Sub: **"RFP for developing QP-NOS under FICSI" - Reference # FICSI/NOS/RFP/03/2019**

We, the undersigned, as Proposer, having examined the complete RFP document (along with its annexure, forms etc.), do hereby offer **for developing QP-NOS under FICSI** in full conformity of your requirements as elaborated in above said RFP for the amounts mentioned by us in the Financial bid or such other sums as may be agreed between us.

We hereby agree to all the terms and conditions stipulated in the RFP and submit herewith our proposal for the said Project. The proposal submitted by us will be valid for 120 days from the last date for submission of proposals at FICSI.

Yours faithfully,

(Authorised Signatory)
In the capacity of _____
Duly authorized to sign the proposal for and on behalf of Principal Proposer.

FORM –II

Letter for Submission of Technical Bid (To be on Proposer's letterhead)

To:

Mr. Sunil K. Marwah
CEO
601, 6TH Floor, Mercantile House
Kasturba Gandhi Marg, Connaught Place
New Delhi – 110001

Dear Sir,

Sub: **"RFP for developing QP-NOS under FICSI" - Reference # FICSI/NOS/RFP/03/2019**

With reference to the above RFP, having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer. We also hereunder submit the required information:

- Bidders Profile including date of establishment
- Turnover and Audited account statement of last three years
- Undertaking to the said effect as per the attached format.
- Profile of the Project Team
- Descriptive note, detailed approach paper and methodology of the project

We certify that all statements stated in the proposal and with regard to the education and the experience of individuals proposed for completing the subject work are accurate and factual, and we are aware that the FICSI reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive or in other action which the FICSI may consider appropriate.

We understand that FICSI is not bound to accept the offer and that FICSI has the right to reject the offer without assigning any reasons whatsoever.

Yours faithfully,

Authorised Signatory of Proposer
(Name & Designation, seal of the firm)

FORM –III

Letter for Submission of Financial Bid (To be on Proposer's letterhead)

To:

Mr. Sunil K. Marwah
CEO
601, 6TH Floor, Mercantile House
Kasturba Gandhi Marg, Connaught Place
New Delhi – 110001

Dear Sir,

RFP for developing QP-NOS under FICSI" - Reference # FICSI/NOS/RFP/03/2019

Having examined the proposal Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to take up the job, as mentioned in the **RFP for developing QP-NOS under FICSI"** inconformity with the said proposal documents for amount ----------Rs

We undertake, if our proposal is accepted, to deliver in accordance with the delivery schedule specified in the RFP. Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any proposal you may receive.
Dated: this…… Day of……..2019

(Signature)
(Name) (in the capacity of)
Duly authorized to sign proposal for and on behalf of the Proposer.

Schedule of prices (Financial Bid)

(Format at discretion of Proposer)

Form-IV: Resource Profiles

Using the format provided below, please provide summary information on the team you propose for the project.

Part 1: Resource Summary

S. No	Proposed Role	Number of Resources	Area of Expertise	Key Responsibilities	Experience of working Food Processing or Occupational Standards
1					
2					
3					
4					
5					

(Please add more rows, if required)

Part 2: Format for the Curriculum Vitae

(The CV should not exceed 3 pages)

S. No	Item	Description
1	Name	
2	Designation	
3	Role proposed for	
4	Current responsibilities in the responding firm	
5	Total years of relevant experience	
6	Years of experience with the responding firm	
7	Educational qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization (if any) Professional certifications (if any)	

8	Professional Experience details (project-wise): • Project name • Location of the project • Client • Duration of the project • Role • Responsibilities and activities • Key project features in brief	
9	Summary of the individual's experience which has direct relevance to the project	

Form V: Relevant Project Experience

Part 1: Project Experience Summary of the Bidder

S No	Name of the Project/Engagement	Client Name	Duration(Period)	Value
1				
2				
3				

(Please add more row if required)

Part 2: Project Profile Template

For each of the projects cited above, provide a brief project profile using the format given below. The profile for each project must be provided in less than 1 page.

S. No	Item	Details
1	Project title	
2	Name of the Client	
3	Name of the contact person from the client organization who can act as a reference with contact details • **Name** • **Designation** • **Address** • **Phone Number** • **Mobile Number** • **Email ID**	
4	Duration (Start Date and End Date)	
5	Current Status	
6	Number of personnel deployed (Peak team size)	
7	Value of the engagement	
8	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this RFP is floated.	
9	Description of the key areas where significant contributions are made for the success of the project.	

DISCLAIMER:

The information provided herein belongs solely to (Food Industry Capacity & Skill Initiative). National Skill Development Corporation (NSDC) is no way related to this RFP and/or corrigendum (if any) and has agreed to make this available on its website only for easy retrieval by the stakeholders as a goodwill gesture, on the insistence of the (Food Industry Capacity & Skill Initiative). NSDC in no manner is responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this RFP and/or corrigendum (if any) is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. In no event will NSDC or its directors, employees or agents, be liable for any decision made or action taken in reliance on the information in this RFP and/or corrigendum (if any) or for any consequential, special or similar damages.