Tender No.: FDA/FOSTAC/2026-27/08

Food and Drug Administration
Government of Maharashtra

FDA MAHARASHTRA

TENDER

Empanelment of Agencies for FoSTaC Basic Training of 1,50,000 Food Handlers (Indicative) in Maharashtra

Financial Year 2026-27

Address
Food and Drug Administration (Food), Survey No. 341, 2nd Floor,
Bandra Kurla Complex, Opposite Reserve Bank of India,
Bandra East, Mumbai, Maharashtra 400051
E-mail: jc-foodhq@nic.in

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Part A: Notice inviting tender and data sheet

The Food and Drug Administration (FDA), Government of Maharashtra, invites online bids from eligible agencies for empanelment to conduct FoSTaC (Food Safety Training and Certification) Basic Training for 1,50,000 food handlers (indicative) in Maharashtra during the Financial Year 2026–27.

The tender shall follow a two-envelope process. Envelope 1 shall be evaluated to determine whether bidders meet the prescribed pre-qualification/eligibility criteria on a pass/fail basis. Bidders meeting the pre-qualification/eligibility criteria shall be invited to make a presentation on their proposed approach and methodology for planning, organizing, and conducting the FoSTaC Basic Training programmes. Based on the evaluation of these presentations against the criteria specified in this tender, eligible bidders shall be shortlisted for opening of their financial bids.

The financial bids of shortlisted bidders alone shall be opened. The lowest evaluated financial bid shall determine the L1 rate, which shall be adopted as the empanelment rate. All shortlisted bidders whose financial bids are opened shall be empanelled at the L1 rate, subject to acceptance of the L1 rate and compliance with the terms and conditions of the tender.

A.1 Data sheet

Tender number and title	Tender No. FDA/FOSTAC/2026-27/08: Empanelment of Agencies for FoSTaC Basic Training of 1,50,000 Food Handlers (Indicative) in Maharashtra
Procuring authority	Food and Drug Administration (FDA), Maharashtra
Nature of the process	Empanelment by closed e-tender. Envelope 1: eligibility criteria (pass or fail). Presentation on approach and methodology by eligible bidders Envelope 2: financial bid, opened only for eligible bidders. The L1 rate is fixed as the rate for the work, and all eligible bidders are empanelled at that rate.
Programme coverage	FoSTaC Basic Training (offline) of 1,50,000 food handlers (Indicative) working in food businesses across Maharashtra, in batches of not more than 100 trainees, allotted to the empanelled agencies by work orders (Part C, clause 1).
Components to be priced	Implementation of FoSTaC Basic Training. The bidder quotes the price per food handler
Completion deadline	All assigned work to be completed upto 28 Feb 2027 [see Part C, clause 6].
Mode of submission	Online only, on the MahaTenders portal (mahatenders.gov.in), with a valid digital signature certificate.
Estimated Bid value	The estimated value of the tender is INR 4.50 crore (Rupees Four Crore Fifty Lakh only), inclusive of all applicable taxes and duties, including GST. The financial bid submitted by the bidder shall not exceed this amount. Any bid quoting a total price exceeding INR 4.50 crore, inclusive of GST, shall be liable for rejection as non-responsive.

Publicity	MahaTenders portal and the FDA website
Tender fee	INR 20,000 plus applicable GST (as per portal), payable online. Exemptions are in Part B, clause 6.
Earnest Money Deposit (EMD)	INR 3,00,000 plus applicable GST (as per portal), payable online. Exemptions are in Part B, clause 6.
Performance Security Deposit (PSD)	INR 9,00,000 shall be furnished within 15 days from the date of issuance of the Work Order
Bid validity	90 days from the last date of submission of bids.
Officer for queries	Shri. Dattaprasad Nade, Joint Commissioner (Food, HQ), Food and Drug Administration, Survey No. 341, 2nd Floor, Bandra Kurla Complex Opposite Reserve Bank of India, Bandra East, Mumbai, Maharashtra 400051 Mobile: 8108577791 E-mail: jc-foodhq@nic.in

A.2 Time schedule

#	Particulars	Date
1	**Date of issue**	**26/10/2026**
2	**Bid submission start**	**26/10/2026**
3	**Last date for pre-bid queries (Annexure F-9)**	**29/10/2026**
4	**Pre-bid meeting**	**02/11/2026**
6	**Last date and time for bid submission**	**15/11/2026**
7	**Opening of Envelope 1 (eligibility)**	**16/11/2026**
8	**Date of presentation (Venue details in Part B, clause 4.5)**	**24/11/2026 & 25/11/2026**

If the last date for submission or opening falls on a public holiday, it moves to the next working day at the same time. Any extension will be published as a corrigendum on the MahaTenders portal and the FDA website.

Part B: Instructions to bidders

1. About FDA Maharashtra

The Food and Drug Administration, Maharashtra (FDA Maharashtra) is the regulatory authority responsible for food safety and quality in the State of Maharashtra. It implements the Food Safety and Standards Act, 2006 (FSS Act), the Food Safety and Standards Rules, 2011, the applicable Rules and Regulations made thereunder, and the directions of the Food Safety and Standards Authority of India (FSSAI) and the Government of Maharashtra.

2. Nature of this tender

2.1 This tender is for empanelment. Envelope 1 shall be evaluated to determine whether bidders meet the prescribed pre-qualification/eligibility criteria on a pass/fail basis. Bidders meeting the pre-qualification/eligibility criteria shall be invited to make a presentation on their proposed approach and methodology for implementation of the programme. Based on the evaluation of these presentations against the criteria specified in this tender, eligible bidders shall be shortlisted for opening of their financial bids.

2.2 The lowest total price per food handler (Inclusive of GST) among eligible bidders (L1) is fixed as the rate for the work. All eligible bidders are empanelled at that rate, and the food handlers to be trained are allotted among them as set out in clause 10.

2.3 Empanelment does not assure any agency a particular number of food handlers, and does not create a right to payment for the full quantity.

3. Pre-Qualification / Eligibility criteria

A bidder must meet every criterion below on the last date of bid submission. Eligibility is decided only on the documents listed against each criterion.

#	Requirement	Criterion	Documents to be submitted
E1	Legal entity	The bidder must be legally established and registered in India as one of: a company under the Companies Act, 2013; a limited liability partnership under the Limited Liability Partnership Act, 2008; a partnership firm under the Indian Partnership Act, 1932; a society registered under the Societies Registration Act, 1860 or the respective State Act; a co-operative society under the Maharashtra Co-operative Societies Act, 1960 or the Multi-State Co-operative Societies Act, 2002; or a proprietorship under the applicable State laws.	Certificate of incorporation / registration / partnership deed, signed by the authorised signatory PAN card TAN card, if applicable GST registration certificate All documents must be valid and up to date at the time of submission. FDA may verify their authenticity.

#	Requirement	Criterion	Documents to be submitted
E2	Turnover	The bidder must have an average annual turnover of at least INR 50 lakh in the last three financial years (2025-26, 2024-25 and 2023-24) and A minimum turnover of 20 lakh per financial year	Audited balance sheet and profit and loss account of each of the last 3 audited financial years Certificate of total turnover signed by the statutory auditor / chartered accountant **Note:** If the audit of FY 2025-26 is not complete on the last date of submission, the bidder may submit the audited statements of FY 2022-23 instead, with a declaration on its letterhead, signed by the authorised signatory, that the audit of FY 2025-26 is pending.
E3	FSSAI recognition	The bidder must be recognised by FSSAI as a FoSTaC Training Partner, and the recognition must be valid on the last date of submission.	Copy of the valid FSSAI / FoSTaC Training Partner recognition certificate or registration, with the Training Partner ID on the FoSTaC portal
E4	Experience	The bidder must have at least one (1) year of experience in implementing FoSTaC training in India.	Copies of work orders / contracts and completion certificates issued by the client(s) on official letterhead, or FoSTaC portal records, showing the nature of the work and the period of the engagement
E5	Food handlers trained	The bidder must have imparted FoSTaC training to at least 30,000 food handlers, in total, in India in the last five financial years (2021-22 to 2025-26).	Statement in Annexure F-4, with the FoSTaC portal batch-wise training and certificate records (or work orders and completion certificates) showing the number of food handlers trained

#	Requirement	Criterion	Documents to be submitted
E6	Human resource	The bidder must have at least ten (10) FSSAI-recognised FoSTaC trainers on its payroll on the last date of submission. **If the bidder does not have ten such trainers:** it must submit a letter, on its letterhead, that it will onboard (on its payroll) at least ten FSSAI-recognised FoSTaC trainers within ten (10) days from the date of issue of the work order.	**Either** Annexure F-5, Part A: declaration, with a list of the trainers, each trainer's FoSTaC trainer certificate and a proof of payroll (appointment letter or latest salary / PF record) **Or** Annexure F-5, Part B: letter of undertaking to onboard ten trainers within ten days of the date of issue of the work order
E7	No blacklisting	The bidder must not be debarred or blacklisted by any State Government, Central Government or public sector organisation in India, for unsatisfactory performance, corrupt or fraudulent practice or other unethical conduct, indefinitely or for a period, on the last date of submission.	Undertaking in Annexure F-6 signed by the authorised signatory
E8	Undertaking on L1 rate and sharing of work	The bidder must undertake, on its letterhead, signed by an authorised representative and bearing its seal, that it is willing to share the food handlers to be trained with other empanelled agencies and to do the work at the L1 rate fixed under this tender.	Undertaking in Annexure F-7
E9	Presentation	Presentation on bidder's approach and methodology for implementing the program in Maharashtra in the stipulated time.	Part B, Clause-4

Start-ups. A start-up with a valid DPIIT recognition certificate, submitted with Envelope 1, is exempted from the turnover, experience and food-handler-count requirements (E2, E4 and E5). It must meet every other criterion, including E3 and E6.

Consortium and sub-contracting. Joint ventures and consortia are not permitted. The training may not be sub-contracted, and the trainers deployed must be those of the bidder (Part E, clause 7).

4. Technical Qualification Criteria

4.1 Purpose of Presentation

- Bidders who meet all the eligibility criteria specified in Part B, clause 3, shall be invited to make a presentation before the Tender Evaluation Committee constituted by FDA.
- The purpose of the presentation is to assess the bidder's understanding of the FOSTAC Training Programme, its proposed implementation methodology, deployment readiness,

resource availability, stakeholder coordination arrangements and capacity to achieve the programme objectives within the stipulated timelines.

- The presentation shall be evaluated on the basis of the criteria and marks specified in this clause. No financial information or price quotation shall be disclosed during the presentation.

4.2 Evaluation Criteria

The presentation shall be evaluated out of 100 marks in accordance with the following criteria:

#	Criterion	Maximum marks
1	Relevant past experience and demonstrated performance	15
2	Implementation methodology and approach	20
3	Deployment readiness and availability of resources	15
4	Work schedule and capacity to meet deadlines	10
5	Stakeholder coordination and vendor mobilisation	10
6	Outcome-oriented interventions and innovation	15
7	Monitoring, quality assurance and evidence management	10
8	Risk management and contingency preparedness	5
	Total	**100**

A bidder shall be required to secure a minimum overall score of 70 out of 100 marks in the technical presentation to qualify for opening of its financial bid.

Bidders who do not meet the prescribed qualifying requirements shall not be considered for opening of their financial bids.

4.3 Presentation Requirements

The presentation shall cover, at a minimum, the following:

- **Relevant Experience:** Relevant experience in conducting FoSTaC training programmes, food safety training, hygiene and sanitation awareness programmes, capacity-building initiatives or similar assignments, including details of completed assignments, number of food handlers trained, client references and evidence of performance, wherever applicable.
- **Proposed Methodology:** A stage-wise methodology for planning, organizing and conducting FoSTaC Basic Training for the food handlers allotted to the agency, covering participant mobilisation and registration, training batch formation, coordination with relevant stakeholders and trainers, delivery of training, assessment and certification facilitation, and achievement of the prescribed training outcomes.
- **Deployment Readiness:** Details of the proposed project team, qualified trainers, training coordinators and field personnel, including their roles, qualifications, relevant experience and availability for deployment. The presentation shall also specify the arrangements for engaging or coordinating with FSSAI-empanelled training partners and qualified trainers, as applicable, to ensure compliance with the prescribed FoSTaC requirements.
- **Training Schedule and Resource Planning:** A proposed district-wise, division-wise or other appropriate work schedule for conducting the assigned training programmes, including batch-wise planning, participant mobilisation, resource allocation, sequencing of activities, milestones and measures to ensure completion of the allotted training within the prescribed timeline.
- **Stakeholder Coordination:** Proposed arrangements for coordination with FDA, Food Business Operators (FBOs), railway authorities, station managers, food vendors, food handlers, FSSAI-empanelled training partners and other relevant stakeholders for participant identification, mobilisation, training logistics and effective implementation of the programme.

- **Training Delivery and Outcomes:** Proposed approach for delivering effective and participatory training, including the use of appropriate training materials, practical demonstrations, case studies and local-language communication, wherever required, to promote food safety awareness, personal hygiene, sanitation practices and behavioural change among food handlers.
- **Monitoring, Quality Assurance and Reporting:** Proposed mechanisms for monitoring training delivery and outcomes, maintaining batch-wise records, participant attendance, assessment and certification-related documentation, collecting participant feedback, ensuring quality of training, and submitting periodic progress reports and completion reports to FDA in the prescribed format.
- **Risk Management and Contingency Planning:** Identification of potential implementation risks and dependencies, including delays in participant mobilisation, non-availability of trainers, scheduling constraints, resource limitations or stakeholder non-cooperation, along with proposed mitigation measures and contingency arrangements to ensure timely and effective completion of the assigned training programmes.

4.4 Presentation Procedure

- FDA shall communicate the date, time, venue details and presentation instructions to the eligible bidders.
- The presentation shall be made by the bidder's authorised representative and/or proposed project lead. The duration of the presentation shall be for not more than 10 minutes and shall be uniform for all bidders.
- The Tender Evaluation Committee may seek clarification on the information presented. Such clarification shall not permit the bidder to materially alter its bid, introduce a new proposal or cure a deficiency in the documents submitted with the bid.
- The Committee shall evaluate each presentation against the published criteria and record the marks awarded under each criterion, together with brief reasons supporting the assessment.

4.5 Presentation Venue:
Address: Food and Drug Administration (Food), Survey No. 341, 2nd Floor,
Bandra Kurla Complex, Opposite Reserve Bank of India,
Bandra East, Mumbai, Maharashtra 400051
Date: 24/Nov/2026-25/Nov/2026
Time: 11 AM

4.6 Shortlisting of bidders

- Only bidders who meet the minimum qualifying score under clause 4.2 shall be shortlisted for opening of their financial bids.
- The list of shortlisted bidders and the results of the technical presentation evaluation shall be recorded by FDA and communicated to the bidders through the MahaTenders portal.

5. Documents to be submitted

5.1 Envelope 1 must contain only: (a) proof of payment of the tender fee and EMD, or the valid exemption certificate (clause 7); (b) the tax clearance certificate, or, if the tax

authority does not issue one, the latest income-tax return acknowledgement and GST return acknowledgement; (c) all the documents listed against E1 to E9; (d) the forms in Part F, filled in and signed; and (e) the checklist in Annexure F-1.

5.2 Envelope 1 shall contain only the documents and information specifically required under the technical bid submission requirements of this RFP. No price, financial information, or other extraneous material not expressly sought under Envelope 1 shall be included. Any price or financial information disclosed in Envelope 1 shall render the bid liable for rejection.

5.3 All documents must be in English and must be self-attested by the authorised signatory.

6. Submission of bids

6.1 Bids must be submitted only through the MahaTenders portal before the last date and time. Bidders must register on the portal and sign each document with a valid digital signature certificate. A bid submitted in any other way, or after the stipulated date and time, is liable for rejection.

6.2 Envelope 2 must contain only the financial bid in the format in Annexure G, uploaded in the form that the portal requires. A bid that adds a condition, or changes any term of this tender, is non-responsive.

6.3 FDA may extend the last date for submission by a corrigendum. The extended date will then apply to all rights and obligations of FDA and the bidders.

7. Tender fee, EMD and Performance Security Deposit

7.1 The tender fee of INR 20,000 plus applicable GST (as per portal) and the EMD of INR 3,00,000 plus applicable GST (as per portal) shall be paid online before the last date of submission.

7.2 The EMD of unsuccessful bidders will be returned within two months of the order accepting the empanelment. The EMD of an empanelled agency will be adjusted against, or returned on receipt of, its Performance Security Deposit.

7.3 The EMD will be forfeited if a bidder withdraws or changes its bid after the last date for submission, refuses to sign the agreement or to accept the L1 rate, or fails to furnish the Performance Security Deposit.

7.4 Every empanelled agency shall furnish a Performance Security Deposit of INR 9,00,000 within 15 days from the date of issuance of the Work Order in the form of a demand draft from a nationalised bank in favour of the Food Safety Commissioner, FDA, Maharashtra, payable at SBI Bandra. If it is not furnished in time, the work order may be cancelled and the EMD forfeited.

7.5 The Performance Security Deposit will be refunded only after the successful completion of the work and the satisfactory fulfilment of all contractual obligations. It is liable to deduction or forfeiture for any defect, damage, loss, penalty, delay, outstanding dues, or failure to comply with the terms of the contract.

7.6 **Exemptions.** (a) Micro, small and medium enterprises registered under the MSMED Act, 2006 with a valid Udyam registration certificate whose NIC code covers the tendered work; (b) Government boards, corporations and undertakings; and (c) start-ups with a valid DPIIT recognition certificate, are exempted from the tender fee and the EMD. Such bidders shall also receive the Performance Security Deposit

concession, if any, that is allowed by the Government of Maharashtra resolutions in force. The certificate must be submitted with Envelope 1. The exemption is subject to the applicable Government of Maharashtra resolutions.

8. Pre-bid queries and meeting

8.1 Bidders may send queries in the format in Annexure F-9 to the officer named in Part A, within the period shown in the time schedule.

Queries in the format in Annexure F-9 by the date in Part A. A joint pre-bid meeting for all Eat Right tenders is held on 02 November 2026, physically at Food and Drug Administration (Food), Survey No. 341, 1st Floor, Bandra Kurla Complex, Opposite Reserve Bank of India,Bandra East, Mumbai, Maharashtra 400051, and also online. Minutes and replies are published on the MahaTenders portal and the FDA website. Changes to this tender are made only by corrigendum.

Meeting link - https://meet.google.com/ytp-vhix-xbq

9. Bid validity

A bid must remain valid for 90 days from the last date of submission.

10. Evaluation of eligibility (Envelope 1)

10.1 Envelope 1 of every bid will be opened on the MahaTenders portal on the date and time shown, and evaluated by a Tender Evaluation Committee constituted by FDA.

10.2 Each criterion E1 to E8 is assessed only as met or not met, on the documents submitted. No marks are given. A bidder that meets every criterion and has submitted every required document is declared eligible.

10.3 FDA may verify any document with the issuing authority, including the FoSTaC training records, the Training Partner recognition and the trainer certificates, with FSSAI or the client. FDA may ask a bidder to produce an original, a legible copy or a missing signature, but no bidder may add a new document or change its bid after the last date for submission.

10.4 A bid is rejected if the bidder is ineligible, the bid does not conform to this tender in a material respect, it contains false information, the bidder offers any inducement to an official, or there is a conflict of interest. A trainer may be declared under F-5 by one bidder only; if the same trainer is declared by more than one bidder, FDA may reject the bids concerned, unless the bidders prove that the trainer is employed by only one of them.

10.5 The list of eligible bidders will be published on the MahaTenders portal. Only the financial bids of these bidders are opened.

11. Financial bid, L1 rate and empanelment

11.1 **Quote.** The bidder quotes, price per food handler, (a) the price each with GST shown separately, in the format in Annexure G.

11.2 **Opening.** The financial bids of eligible bidders are opened on the MahaTenders portal by the Purchase Committee of FDA constituted under the Government of Maharashtra procurement rules, shown in Part A.

11.3 L1. The eligible bidder with the lowest total price per food handler is L1. If two or more bidders quote the same lowest price, each is L1 at that price.

11.4 Rate for the work. The price quoted by the L1 bidder become the fixed rate per food handler ("the Empanelment Rate"). The Empanelment Rate is payable to every empanelled agency. The price an agency itself quoted has no effect on its payment.

11.5 Empanelment. Every eligible bidder is empanelled at the Empanelment Rate and will be sent an empanelment letter. Each bidder has already agreed to this in its undertaking at Annexure F-7. A bidder that refuses to accept the Empanelment Rate is not empanelled and its EMD is forfeited.

11.6 Allotment. The FDA allocates food handlers among the empanelled agencies on a division-wise basis, as indicated, through work orders specifying the food handlers assigned to each agency, based on administrative requirements and with a view to ensuring an equitable distribution of work. FDA reviews progress monthly and may re-allot food handlers not started within 30 days of the work order, or where an agency defaults, to another empanelled agency at the Empanelment Rate.

11.7 Negotiation. No negotiation will be held, except with L1 alone, if the Government of Maharashtra procurement rules permit it, and then only with the reasons recorded.

11.8 Contract Period. The Work Order shall remain valid until 31 March 2027. Based on the performance of the empanelled agency and subject to the approval of FDA, the validity of the Work Order may be extended upto a certain period on the same terms and conditions and at the existing rates, or at mutually agreed rates, as determined by FDA and the empanelled agency. Any such extension shall be communicated in writing by FDA.

12. Number of bids

If fewer than three bids are received, FDA may extend the last date by one week, up to two times. If three or more eligible bids are received, evaluation proceeds. If only two eligible bids are received after the extensions, evaluation proceeds only if the L1 price is within the price band stated in clause 10.7. If no bid, or only one eligible bid, is received, FDA will issue the tender again. FDA may proceed with fewer than three bids after two extensions if timely completion is critical, recording its reasons.

13. Conflict of interest among bidders

If two bidders have a common owner, director, partner or majority shareholder, both bids are rejected. Each bidder must also give the declaration in Annexure F-8.

14. Integrity and ethics

The bidder and its staff must not offer any gift or inducement to an official of FDA, FSSAI or a food business, collude with other bidders, misrepresent facts, register fictitious or duplicate participants, or use official information to gain an unfair advantage. Any such act leads to rejection of the bid, forfeiture of the EMD or Performance Security Deposit, and suspension, banning or removal from the panel under the procedure prescribed by the Government of Maharashtra. The bidder shall also respect labour, safety, environmental and anti-corruption laws, and shall not use child labour.

15. Grievances

15.1 A bidder aggrieved by a decision under this tender may apply for review to the Food Safety Commissioner, Maharashtra, within 10 days of the decision, or within the period stated in the decision. FDA will decide it as soon as possible and normally within 30 days.

15.2 A bidder not satisfied with the decision may appeal to the Central Stores Purchase Committee within 15 days, with a demand draft of INR 50,000. The amount is refunded if the appeal is upheld and forfeited if it is found false. The decision of the Development Commissioner (Industries) is final.

16. Rights reserved

FDA may reject any or all bids, cancel the process or issue a fresh tender, without providing any reason. Cancellation will be communicated to all bidders and unopened financial bids returned. No bidder may claim compensation for cancellation. The conditions of this tender may be relaxed only as the applicable Government of Maharashtra resolutions allow, and only by a corrigendum sent to all bidders.

Part C: Scope of work

1. Programme and requirement

The objective of the FoSTaC Programme is to enhance food safety and hygiene practices across the food industry by developing a skilled and trained workforce, promoting self-compliance among Food Business Operators (FBOs) with the Food Safety and Standards Act, 2006, and the rules and regulations made thereunder, and fostering a culture of food safety. The programme aims to equip food handlers, particularly those in direct contact with food, with the knowledge and practical skills required to maintain appropriate hygienic and sanitary conditions, adopt personal hygiene practices, and understand the importance of food safety in ensuring the safety and quality of food served to consumers. It also seeks to raise awareness and sensitization among consumers and the general public about safe food handling, hygiene, and sanitation practices, thereby encouraging informed food choices and promoting a broader culture of food safety.

1.1 **Programme.** FoSTaC (Food Safety Training and Certification) is the training and certification programme of FSSAI for food handlers and Food Safety Supervisors in food businesses. The FoSTaC Basic Training aims to: raise the supply of skilled and trained people in the food industry; train food handlers and Food Safety Supervisors in the good hygienic and sanitary practices of Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations; improve food safety awareness and personal hygiene among food handlers; promote compliance with the FSS Act, Rules and Regulations and a culture of self-compliance; develop trained Food Safety Supervisors who can guide and train food handlers at their premises; and provide for assessment, certification and documentation of participants through the FoSTaC system.

1.2 **Requirement.** The empanelled agency shall do training for the food handlers allotted to it: implementation of the FoSTaC Basic Training (clause 2)

1.3 **Quantity.** FDA plans to train 1,50,000 food handlers (indicative) across Maharashtra in FY 2026-27, in about 1,500 batches of up to 100 participants each. FDA will allot the food handlers among the empanelled agencies by district (Part B, clause 10.6). The numbers are an estimate. FDA may reduce or re-allot them, and payment is only for the food handlers actually trained and certified.

1.4 **Participants.** The participants are food handlers working in food businesses (FBOs) in Maharashtra, who are identified and mobilised in coordination with the Designated Officers and Food Safety Officers of FDA. The agency shall not charge any fee from any FBO or participant for the training. Its only payment is from FDA at the Empanelment Rate.

1.5 **Course and rules.** The agency shall conduct the FoSTaC Basic Training (offline) as FSSAI prescribes: the FSSAI-approved content, presentations and manuals, the prescribed duration and assessment, the limit on the number of participants in a batch, the use of the FoSTaC portal for batch creation, registration, attendance, assessment and certificate generation, and trainers and assessors who are recognised and authorised by FSSAI. If FSSAI changes any of these, the agency shall follow the change.

1.6 **Certificates.** FoSTaC certificates are issued through the FSSAI system. The agency shall not issue any certificate that claims to be an FSSAI or FoSTaC certificate, and shall not promise or represent that a participant has been certified before the certificate is generated. Where FDA directs, the agency shall also give each participant a participation certificate in a format approved by FDA.

2. Component: Implementation of FoSTaC Basic Training

The agency shall carry out the following stages for its allotted food handlers.

#	Stage	Activities to be undertaken by the agency
1	Training plan	Prepare a district-wise and month-wise training schedule (batch, venue, date, trainer, number of participants) within 10 working days of the receipt of the work order, and submit it to FDA Headquarters for approval.
2	Coordination with FDA	Coordinate with the Food Safety Commissioner's office, the Joint Commissioner (Food, HQ) and the Designated Officers on the approved schedule. Notify the concerned officers of each training, on the agency's letterhead, at least four days in advance.
3	Mobilisation of FBOs	Identify and mobilise the eligible FBOs and food handlers, in coordination with the FDA officers concerned, and make sure that participation is within the approved batch capacity.
4	Registration of participants	Register participants for each training on the FoSTaC system, verify their details, and keep participant-wise records. No duplicate or fictitious registration is permitted.

#	Stage	Activities to be undertaken by the agency
5	Venue and logistics	Arrange a suitable training hall (of the capacity needed for the batch, not less than 100 participants where the batch is of 100), seating, projector or display system, audio system, drinking water, registration desk, stationery, training material, and snacks and tea or coffee for each participant, all at the agency's own cost.
6	Trainer and assessor deployment	Deploy only FSSAI-recognised FoSTaC trainers, and assessors where applicable, who are authorised for the course, and keep trainer-wise records.
7	Training delivery	Conduct the FoSTaC Basic Training using the FSSAI-approved presentations, training material and methodology.
8	Attendance	Record the attendance of each participant with the required details, including the registered mobile number and signature, and keep the attendance records.
9	Assessment	Conduct the assessment of the participants as the FoSTaC programme prescribes. A participant who does not pass is re-assessed as FSSAI allows, at the agency's cost.
10	Certification	Make sure that the FoSTaC certificates are generated for the eligible participants and are available to them.
11	Feedback	Collect participant feedback in the format that FDA approves.
12	Documentation and reporting	Submit training-wise, district-wise and consolidated periodic reports with the particulars in Table 2.1 and the supporting evidence.
13	Quality assurance	Make sure of the quality of trainers, material, venue, attendance, certification and data, and take corrective action wherever required.
14	Rescheduling	In case of natural calamity, public holiday, administrative exigency or technical failure, reschedule the training in consultation with FDA, and update the FoSTaC system and the schedule.
15	Final verification	Submit the records and FSSAI-issued certificates for verification by FDA. Payment is linked to completed and certified training (Part D).

Table 2.1: Particulars to be reported for each training

#	Particular
1	District
2	Date of training

#	Particular
3	Venue
4	Name of trainer
5	Name of assessor, where applicable
6	Number of registered participants
7	Number of participants who attended
8	Attendance details, including mobile numbers
9	Assessment details
10	Number of certificates generated or issued
11	Participant feedback
12	Photographic or documentary evidence, wherever required
13	FSSAI / FoSTaC system reference and details
14	Any other information that FDA requires

3. Roles of stakeholders

Stakeholder	Indicative role
FDA Maharashtra	Allots the food handlers and districts; approves the training schedule and material; directs the Designated Officers and Food Safety Officers to help mobilise FBOs; verifies completion for acceptance and payment.
Joint Commissioners	Oversee and coordinate the implementation of the programme, monitor the progress of activities undertaken by the empanelled agencies, facilitate interdepartmental coordination, and provide necessary guidance to ensure timely and effective execution
Designated Officers	Implementation, Local coordination and mobilisation of FBOs; receive training schedules and reports; Further, issue the work completion certificate.
FSSAI	Framework and course content; FoSTaC portal; recognition of Training Partners and trainers; issue of certificates.
Food businesses (FBOs)	Ensure the presence of food handlers for the training for full duration and time, and provide the required participant details.
Selected (empanelled) agency	Responsible for organizing, conducting, and implementing the FoSTaC training programmes for the food handlers allotted to it, in accordance with the prescribed training requirements and within the stipulated timelines; coordination with the stakeholders; batch-wise records; reports; compliance with the written directions of FDA.

4. Deliverables and completion

Deliverables shall be in the formats that FDA approves. Dates may be refined in the work order. In all cases, the work shall be completed by the date in clause 6.

Deliverable	Minimum contents	Timeline
Trainer list (only for an agency that gave the undertaking in F-5, Part B)	The ten (or more) FSSAI-recognised trainers on payroll, with their trainer certificates and appointment letters	Within 10 days from the date of issue of the work order
Training plan	District-wise and month-wise schedule of batches, venues, dates, trainers and participants	Within 10 working days of the work order
Batch records	Registration, attendance, assessment, certificate details, feedback, photographs for each batch	After each batch
Periodic report	District-wise and consolidated progress with the particulars in Table 2.1	At the frequency that FDA directs
Final consolidated report	Batch-wise and district-wise totals, certificates generated, and evidence	Before final acceptance and not later than the date in clause 6

5. Completion date

All assigned training and dissemination shall be completed by 28 February 2027, and all invoices with documents shall be submitted by the date that FDA fixes in the work order, which shall be early enough for FDA to verify and pay. Invoices submitted after that date are not accepted. A training is complete only when the FoSTaC certificates have been generated.

6. Reporting, review and coordination

- The agency shall coordinate with the Food Safety Commissioner, the Joint Commissioners (Food, HQ), the Designated Officers and respective authorities.
- It shall submit district-wise and consolidated progress reports at the frequency and in the format that FDA directs, and keep its tracker up to date.
- It shall promptly report material constraints, delays or dependencies that need the intervention of FDA.
- All reports and records go to the concerned Designated Officer (DO) and to FDA Headquarters, Mumbai, as directed.

7. Regulatory and programme compliance

The agency shall comply, as applicable, with the Food Safety and Standards Act, 2006; the Food Safety and Standards Rules and Regulations made thereunder; the FSSAI guidelines, notifications and circulars for the FoSTaC programme, including those on trainers, assessors, fees, batch size and the FoSTaC portal; and the directions of the Government of Maharashtra and FDA. It shall follow any change in these during the contract period.

Part D: Financial bid, price and payment

1. Financial bid

1.1 The bidder quotes in Annexure G the price per food handler each exclusive of GST, with the GST shown separately, and the total price per food handler inclusive of GST.

1.2 The price must include all costs of the work in the respective component: trainers and assessors, venue, seating, equipment, refreshments, mobilisation and registration, FoSTaC portal and certificate costs, training material and stationery, travel, coordination, documentation and reports, design, development, printing, transport and the cost of any external vendor engaged for it, and all taxes and duties other than GST. No additional payment is admissible for any activity or item covered by the scope of work.

1.3 The bidder shall quote a price. A bid that does not quote a price for component is rejected. Prices are in Indian rupees. If the figures and words differ, the words prevail.

1.4 The price is one price per food handler, the same for every food handler allotted to the bidder, in every district. Prices are fixed and are not subject to any escalation during the contract period.

2. Payment

2.1 Payment is made at the Empanelment Rate, per food handler, only for food handlers who are actually allotted, trained, assessed and certified, and for whom the deliverables are completed, verified and accepted by FDA. The issue of a work order does not create a right to payment for the full quantity.

2.2 No advance payment is made.

2.3 Payment shall be made on the basis of actual successfully completed and duly certified training programmes/FBO participants, as specified in the financial bid and work order i.e Submission of Work Completion Certificate issued by the respective DO is mandatory along with bill/invoice.

2.4 No payment is made for a participant who did not attend the whole training, who was not registered on the FoSTaC system, who did not pass the assessment, or for whom no certificate has been generated, or for a duplicate or fictitious registration.

2.5 The agency shall submit with each invoice: the invoice with tax details; batch-wise and district-wise records and a consolidated completion report; attendance sheets; copies or system extracts of the certificates; photographs and videos of the training; the work completion certificate of the Designated Officer (DO); and any other document FDA needs. The work completion certificate, with the supporting documents, is the only acceptable proof of completion. Incomplete documentation is not processed until the deficiency is rectified. An invoice alone is not proof of completion.

2.6 FDA will pay the amount after verification of the correct invoice submitted with all the supporting documents. Deductions for delay damages and other recoveries, and tax deducted at source, are made as the law requires.

Part E: Terms and conditions of the empanelment contract

These terms form part of the agreement between FDA and each empanelled agency.

1. **Contract period and completion.** From the date of the work order to the completion of the assigned work, and in any case not later than 31 March 2027. Based on the performance of the empanelled agency and subject to the approval of FDA, the validity of the Work Order may be extended upto a certain period on the same terms and conditions and at the existing rates, or at mutually agreed rates, as determined by FDA and the empanelled agency. Any change in scope, allotment or timeline is valid only if communicated or approved in writing by FDA, subject to the applicable Government rules.

2. **Work orders.** Agencies will receives a work order that states the number of food handlers and the districts allotted to it.

3. **Performance Security Deposit.** As in Part B, clause 6.

4. **Strict compliance with FDA's instructions.** The agency shall strictly follow all instructions, formats, timelines, schedules and communication issued by FDA from time to time on training, documentation, reporting, certification and payment.

5. **Damages for delay.** If the work for a work order is not completed by the date fixed, the agency shall pay damages of one half per cent (0.5%) of the value, at the Empanelment Rate, of the delayed work, for each week or part of a week of delay, up to a maximum of five per cent (5%) where the work order is of INR 2 lakh or more, and ten per cent (10%) where it is below INR 2 lakh. The damages are deducted from payments due and do not limit the other remedies of FDA.

6. **Action for default.** If an agency delays the work, does poor-quality work, registers fictitious or duplicate participants, submits false records, fails to onboard the trainers as undertaken under clause 7, or otherwise breaks the contract, FDA may (a) re-allot its work to another empanelled agency at the Empanelment Rate, (b) forfeit all or part of its Performance Security Deposit (or its EMD, if the deposit has not yet been furnished), (c) terminate the contract and (d) suspend, ban or remove the agency from the panel. No action under (c) or (d) is taken without a show-cause notice, a reasonable opportunity to reply and a hearing, and the agency has the right of appeal that the Government of Maharashtra prescribes.

7. **Trainers.** (a) The agency shall deploy only FSSAI-recognised FoSTaC trainers and assessors, with valid certificates, who are on its payroll. It shall not sub-contract the training. (b) An agency that gave the undertaking in Annexure F-5, Part B shall, within ten (10) days from the date of issue of the work order, put on its payroll at least ten (10) FSSAI-recognised FoSTaC trainers (including any it already has), and give FDA the list, the trainer certificates and proof of payroll. If it does not, FDA may cancel the work order, forfeit the EMD or the Performance Security Deposit, re-allot the work and remove the agency from the panel, after a show-cause notice. (c) Every agency shall keep at least ten such trainers on its payroll throughout the contract, and shall tell FDA within seven days if the number falls below ten. FDA may suspend further allotment to it until the number is restored.

8. **Intellectual property.** All designs, text, images and other content developed under this contract belong to FDA from the time of creation. The agency shall give the final editable files to FDA and shall not use them for any other purpose without FDA's written permission. It shall indemnify FDA against any claim that the content infringes the rights of a third party.

9. **Confidentiality and personal data.** The agency shall keep confidential all information it obtains about participants, FBOs and FDA, and use it only for this work. It shall protect the personal data of participants (including mobile numbers) as the law requires, and shall not use it for marketing or any other purpose. This obligation continues after the contract ends.

10. **Change in guidelines.** The agency shall follow any change in the FSSAI, Government of India or Government of Maharashtra guidelines, procedures, course content, fee limits or certification requirements during the contract period.

11. **Fall clause.** If during the contract period the agency provides the same service at a lower rate to any other Government department in Maharashtra, it shall reduce the Empanelment Rate for FDA to that rate from that date.

12. **Indemnity.** The agency shall indemnify FDA against any claim, loss or penalty arising from the agency's acts or omissions, including any injury or damage at a training venue caused by its staff, trainers or vendors.

13. **Termination.** FDA may terminate the contract by giving 30 days' written notice, or at once for a serious breach, subject to clause 6. Termination does not affect payment for work already completed and accepted.

14. **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, such as natural disaster, war, riot, epidemic, or the closure of a venue, if it gives written notice within seven days and takes all reasonable steps to resume.

15. **Dispute resolution.** The parties first try to resolve any dispute by discussion. If they cannot, it is referred to a sole arbitrator appointed by the Government under the Arbitration and Conciliation Act, 1996. The seat is Mumbai, the courts at Mumbai have jurisdiction, and the law of India applies.

16. **Agreement.** Each empanelled agency shall sign an agreement on non-judicial stamp paper of the value required by law within 15 days of the work order. This tender, its corrigenda, the empanelment letter and the work order together form the contract.

17. **Taxes.** The agency is responsible for all taxes and statutory dues relating to its business and staff.

Part F: Forms and annexures

The forms below are to be filled in and signed by the authorised signatory of the bidder and uploaded in Envelope 1. Forms are to give facts only. No explanation is to be added.

Annexure F-1: Checklist of documents

#	Document	Enclosed (Yes / No)	Page no.
1	Tender fee and EMD payment proof, or exemption certificate (MSME / Udyam, Government body, DPIIT start-up)		
2	Tax clearance certificate (or the alternative in Part B, clause 4.1)		

#	Document	Enclosed (Yes / No)	Page no.
3	E1: Certificate of incorporation / registration / partnership deed, PAN, TAN (if applicable), GST registration		
4	E2: Audited balance sheets and profit and loss accounts; turnover certificate (F-4)		
5	E3: FSSAI recognition as FoSTaC Training Partner (F-4)		
6	E4: Work orders and completion certificates, or FoSTaC portal records, showing one year of FoSTaC experience (F-4)		
7	E5: Statement of at least 30,000 food handlers trained, with FoSTaC portal records (F-4)		
8	E6: Declaration of ten FoSTaC trainers on payroll (F-5, Part A) or undertaking to onboard ten trainers (F-5, Part B)		
9	E7: Non-blacklisting undertaking (F-6)		
10	E8: Undertaking on L1 rate and sharing of work (F-7)		
11	Declaration of no conflict of interest and integrity (F-8)		
12	Bid covering letter and bidder details (F-2, F-3)		

Annexure F-2: Bid covering letter

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Bid for empanelment for FoSTaC Basic Training of food handlers, Tender No. FDA/FOSTAC/2026-27/08

We, [name of the bidder], have read and understood the tender, its annexures and corrigenda, and submit our bid. We accept all its terms and conditions, including the fixing of the L1 rate as the rate for the work. Our bid is valid for 90 days from the last date of submission. The information in our bid is true and correct.

Date: xx/xx/2026

Place:

Authorised signatory (name, designation, seal):

Annexure F-3: Bidder details

Name of the bidder and legal status	
Registered address	
PAN, TAN (if applicable), GST number	
FSSAI FoSTaC Training Partner ID and validity	
Udyam registration number / DPIIT recognition number, if claimed	
Authorised signatory (name, designation, telephone, e-mail)	

Annexure F-4: Statement of turnover, experience and food handlers trained

Item	Financial year 1	Financial year 2	Financial year 3
Turnover (INR)			
Average turnover of the 3 years (INR)			

To be certified by the statutory auditor / chartered accountant.

#	Client	Work order no. and date	FoSTaC course / programme	Period (from, to)	Completion certificate (page no.)
1					
2					
3					

Food handlers trained under FoSTaC in India in the last five financial years (at least 15,000 in total):

#	Financial year	Number of batches	Number of food handlers trained	Evidence (FoSTaC portal record / page no.)
1	2021-22			
2	2022-23			
3	2023-24			
4	2024-25			
5	2025-26			
	Total			

Annexure F-5: Declaration of FoSTaC trainers (E6)

Fill in on company letterhead.

Part A: Ten or more FSSAI-recognised FoSTaC trainers on payroll.

We declare that on the last date of submission of the bid we have the following FSSAI-recognised FoSTaC trainers on our payroll. A copy of each trainer's FoSTaC trainer certificate and a proof of payroll are enclosed. None of them has been declared by any other bidder.

#	Name of the trainer	FoSTaC trainer certificate no.	Valid up to	Date of joining	Payroll proof (page no.)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Part B: Undertaking to onboard ten trainers.

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Undertaking to onboard ten FSSAI-recognised FoSTaC trainers in respect of Tender No. FDA/FOSTAC/2026-27/08

We, [name of the bidder], do not at present have ten FSSAI-recognised FoSTaC trainers on our payroll. We have [number] such trainers at present. We undertake that, if a work order is issued to us, we shall onboard, on our payroll, at least ten (10) FSSAI-recognised FoSTaC trainers (including those we already have) within ten (10) days from the date of issue of the work order, and shall give FDA the list of the trainers, their trainer certificates and proof of payroll within that period. We understand that if we fail to do so, FDA may cancel the work order, forfeit our EMD or Performance Security Deposit, re-allot the work, and remove us from the panel, as set out in the tender.

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-6: Undertaking of non-blacklisting

[On company letterhead]

Date: xx/xx/2026

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Undertaking regarding non-blacklisting.

I / We certify that M/s _____ has not been blacklisted or debarred by any Central Government, State Government, public sector undertaking or Government organisation in India, as on the date of submission of this bid. I / We certify that the information given is true and correct. I / We understand that if any information is found to be false, incorrect or misleading at any stage, the bid or contract may be rejected or terminated and action taken as per the tender and the Government rules.

Authorised signatory: _____

Name: _____

Designation: _____

Company: _____

Date: _____

Place: _____

Seal: _____

Annexure F-7: Undertaking on L1 rate and sharing of work

[On company letterhead]

Date: xx/xx/2026

To,

The Food Safety Commissioner,
Food and Drug Administration,
Survey No. 341, 2nd Floor, Bandra Kurla Complex,
Bandra East, Mumbai 400051.

Subject: Undertaking in respect of Tender No FDA/FOSTAC/2026-27/08 (FoSTaC Basic Training of food handlers).

We, [name of the bidder], submit this undertaking on our letterhead, signed by our authorised representative and bearing our seal, and declare as follows:

1. We are willing to share the food handlers to be trained with other empanelled agencies, as FDA allots them.

2. We agree to do the work, at the L1 rate fixed through this tender (the Empanelment Rate), whatever price we have quoted ourselves.

3. We understand that this undertaking is essential for the effective coverage of the food handlers in Maharashtra, and that if we refuse the Empanelment Rate our EMD may be forfeited.
4. We have the resources and capacity to meet the commitments in this undertaking.

Yours faithfully,

[Authorised signatory]

[Name and designation]

[Company seal]

Annexure F-8: Declaration of no conflict of interest and integrity

1. We have not been debarred, banned or suspended by any Government or public body in India. [If yes, give details.]
2. In the last three years we have no previous transgression of the integrity requirements of any public procurement. [If yes, give details.]
3. No owner, director, partner or majority shareholder of our firm is also an owner, director, partner or majority shareholder of any other bidder in this tender.
4. No owner, director, partner, employee or relative of ours has a personal or financial interest in this procurement or any relationship with a member of the Tender Evaluation Committee, the Purchase Committee or an official of FDA concerned with it.
5. We have not offered, and shall not offer, any gift or inducement to any official, and we have not colluded with any other bidder.

Date: xx/xx/2026

Authorised signatory (name, designation, seal):

Annexure F-9: Pre-bid query format

#	Tender part and clause	Page no.	Clause / content as in the tender	Query / clarification sought
1				
2				
3				

Name of the bidder, contact person, telephone and e-mail:

Annexure G: Financial bid format (Envelope 2)

To be filled in and uploaded in Envelope 2 only. Prices are in Indian rupees, per food handler.

S. No.	Particulars	Unit	Price excl. GST (INR)	GST rate (%)	GST amount (INR)	Price incl. GST (INR)
1	Implementation of FoSTaC Basic Training for a food handler (Part C, clause 2)	Per food handler				

Notes

- The bidder quotes one price per food handler. The same price applies to every food handler allotted to the bidder, in every district.
- The total price per food handler inclusive of GST (row 3) is the price on which bids are compared.
- The L1 bidder's prices become the Empanelment Rate for every empanelled agency (Part B, clause 10).
- The prices include all costs, taxes and duties other than GST, and no additional payment is admissible (Part D, clause 1).
- No condition may be attached to the prices.

Digitally signed by
Dattaprasad Dnyandev Nade
Date: 26-10-2026 19:32:24

Dattaprasad Nade
Joint Commissioner (Food),HQ
Food and Drugs Administration,
Maharashtra State, Mumbai.