



भारतीय राष्ट्रीय  
उपभोक्ता सहकारी  
संघ मर्यादित

National Cooperative  
Consumers' Federation  
Of India Ltd.



(Under Administrative Control of Ministry of Consumer Affairs, Food & PDS, Govt. of India)

### TENDER NOTICE

Visakhapatnam Branch of NCCF invites Tenders from Empanelled/ Non-Empanelled Business Associates of NCCF for following work.

1. **Name of Work:** Tender floated by APMARKUP For Supply of Red Gram Dal to Specified AWC Points for Markup Pvt Ltd.
2. **Estimated Cost of work:** N/A
3. **Cost of Tender Documents-** Rs 500/- for Tenders up to Rs 5.0 Lakhs and Rs 1000/- for Tenders of value higher than Rs 5.0 Lakh.
4. **Earnest Money Deposit (EMD)** by online payment or through DD (No interest will be paid) Rs.25,00,000/- per Zone.

**Note-**

1. **For Empanelled Suppliers-** Nil for works up to Rs 10.0 Lakh value and 1% of the cost of work for works having value of more than Rs 10.0 lakhs.
  2. **For Non-Empanelled Suppliers-** 2% of the cost of work for works up to Rs 10.0 Lakhs and 1% of the cost of work for works having value of more than Rs 10.0 lakhs.
  3. In case higher EMD is required by Client Dept., the required amount shall be included with the Tender and item No. (1) and (2) above shall not be considered in such a case
5. **Date and Time of start of Tender Submission-** 20.10.2022 .at 9:30 AM
  6. **Last Date and Time of Tender Submission** 27.10.2022 .at 11:00 AM
  7. **Date and Time of Tender Opening** 27.10.2022 at 01:00 PM
  8. **Place of Tender Opening-** Office of Branch Manager, Visakhapatnam Branch, NCCF
  9. **Account Details for Depositing EMD**

Name of Account Holder-	National Co-operative Consumer Federation of India
Account Number-	1492121299
Name of Bank	CENTRAL BANK OF INDIA
Branch IFSC Code	CBIN0281394



भारतीय राष्ट्रीय  
उपभोक्ता सहकारी  
संघ मर्यादित

National Cooperative  
Consumers' Federation  
Of India Ltd.



(Under Administrative Control of Ministry of Consumer Affairs, Food & PDS, Govt. of India)

**Terms and Conditions:**

1. The bidder shall be in possession of milling unit with a valid license and agreement.
2. The Bidder may employ multiple milling units, provided they have a minimum capacity of 10 MT per day for which they must provide details of each milling unit as per the tender conditions.
3. The average annual turnover of bidder in the preceding three financial years that is 2019-20, 2020-21 and 2021-22 (Provisional) should be at least Rs 20 Crores.
4. The Bidder must have experience of milling at least 2,000 MT of Red Gram Dal during last two financial years. The preceding last two years means 2020-21 and 2021-22.
5. All other terms and conditions as applicable by the APMARKUP.
6. For all works having estimated cost of work more than Rs 5.0 Lakh value, Bidders must have an Experience of successful completion of similar nature of work of min 5 years. Completion certificate of Competent Authority of Concerned Department shall be enclosed.
7. NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than Li bidders subject to acceptance of LI rates by other than L1 bidders and fulfilment of eligibility criteria by them.
8. First Preference shall be given to the empanelled Business Associate of Tendering Branch of NCCF. Second preference ( in case of absence of valid Business Associate of Tendering Branch) shall be given to Empanelled Business Associates of other NCCF Branches and third preference shall be given to Non Empanelled Business Associates with a condition that they shall apply for empanelment with NCCF within a week of being declared successful bidder by submitting required documents as per NCCF Business guidelines and get themselves empanelled with NCCF before issue of formal Letter of Acceptance.
9. All successful bidders will have to deposit a Security Deposit (SD)of 2 % (Nil for empanelled suppliers of NCCF for works up to Rs 10.0 Lakhs) of awarded value. EMD of successful bidders can be included as SD whereas in case of unsuccessful bidders, it will be refunded. No interest will be paid on SD money.
10. NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.

DATED- 20/10/2022



**BRANCH MANAGER, VISAKHAPATNAM**

National Cooperative Consumers' Federation of India Ltd. (NCCF)  
D.No. 30-11-11, Sri Nilayam  
2nd Floor, Opp. Income Tax Building  
Lakshmi Street, Dabagardens  
VISAKHAPATNAM-530 020

"Sri Nilayam", 2nd Floor, (Opp. to Income Tax Building), 30-11-11, Lakshmi Street, Dabagardens, Visakhapatnam-530020

दूरभाष / Phones " 0891-2513479, 2761108, फ़ैक्स / Fax : 0891-2513479



**REQUEST FOR PROPOSAL**  
**FOR**  
**SELECTION OF MILLERS FOR SUPPLY OF**  
**RED GRAM DAL TO SPECIFIED AWC POINTS**  
**FOR MARKUP PVT LTD**

**Markup Pvt. Ltd.**

D.No. 56-2-11, Phase 3, MARKFED, Layout No:- 49, 84, APIIC Colony Road, Jawahar Auto Nagar, Vijayawada, Andhra Pradesh-520007

Tel: 0866-2553576, 2553572

Website: <https://www.apmarkup.com/>

## **DISCLAIMER**

The information contained in the Tender schedule or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the MARKUP, is provided to Bidders on the terms and conditions set out in the Tender schedule and such other terms and conditions subject to which such information is provided.

The Tender schedule is not an agreement and is neither an offer nor invitation by the MARKUP to the prospective Bidders or any other person.

The purpose of this Tender schedule is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Tender schedule.

Information provided in this Tender schedule to the Bidders is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion in the law expressed herein.

MARKUP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this Tender schedule. MARKUP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender schedule.

The issue of the Tender schedule does not imply that MARKUP is bound to select any Bidders or to appoint the Selected Bidders, as the case may be and MARKUP reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Bidders shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MARKUP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidders and MARKUP shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidders in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection Process.

MARKUP and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information forecast, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of MARKUP and / or any of its officers, employees. This is only information brochure and not agreement or contract.

Markup Pvt. Ltd.

D.No. 56-2-11, Phase 3, MARKFED, Layout No:- 49, 84, APIIC Colony Road, Jawahar Auto Nagar,  
Vijayawada, Andhra Pradesh-520007

**Critical Information:**

1. Markup reserves the sole right for carrying out any amendments/ modifications / changes including any addendum to this RFP. Such amendments / modifications / changes including any addendum to this RFP shall be notified on MARKUP's website <https://apmarkfed.in> ("Tenders" section) and these will be binding on the bidders
2. Bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
3. Any clarifications from bidder or any change in requirement will be posted on Markup website. Hence, before submitting bids, bidder must ensure that such clarifications / changes have been considered by them. Markup will not have any responsibility in case some omission is done by any bidder
4. In case of any clarification required by Markup to assist in the examination, evaluation and comparison of bids, Markup may, at its discretion, ask the bidder for clarification. The response / Clarification shall be in writing and no change in the price of substance of the bid shall be sought, offered or permitted.
5. Please note that all the information required as per the bidding document needs to be provided. Incomplete information in these areas may lead to non-eligibility and thereby, non-selection.
6. Modification And/ Or Withdrawal of Bids: Bids once submitted will be treated as final and no further correspondence will be entertained. No bid, once submitted, shall be allowed to be modified. No bidder shall be allowed to withdraw the bid, if bidder happens to be the successful bidder.
7. Markup has the right to reject any or all bids received without assigning any reason whatsoever.

**Note:**

MARKUP SHALL NOT BE RESPONSIBLE FOR NON-RECEIPT / NON-DELIVERY OF THE BID DOCUMENTS DUE TO ANY REASON, WHATSOEVER

**Important Dates:**

Particulars	Date & Time
Date of tender availability on website	14 Oct 2022, 12:00 PM
Date of pre-bid meeting	20 Oct 2022, 03:00 PM
Date of response for clarification of queries	22 Oct 2022, 05:00 PM
Last date of submission of bids	27 Oct 2022, 02:00 PM
Date and time of checking eligibility criteria documents	28 Oct 2022, 02:00 PM
Date and time of opening of Financial bids	29 Oct 2022, 02:00 PM
Date of Reverse Auction	31 Oct 2022
Bid validity	90 days from the bid finalization
Online Submission	<a href="https://tender.apeprocurement.gov.in/">https://tender.apeprocurement.gov.in/</a>
Contact Details	Mr. A. Sreedhar, Business Head - MARKUP Mobile: 8978040004 Email: <a href="mailto:sreedhar.a@apmarkup.com">sreedhar.a@apmarkup.com</a>  Mr. T Satish Kumar, Operations Manager - MARKUP Mobile No: 7893399077 Email: <a href="mailto:satishraju2001@gmail.com">satishraju2001@gmail.com</a>

## **Introduction:**

The Andhra Pradesh State Co-operative Marketing Federation Ltd (hereby referred to as “AP MARKFED”) with Headquarters at Vijayawada was established in the year 1957. It is a federation of Co-operative Marketing Societies in Andhra Pradesh with the main objective of helping the farmers to secure better price for their produce by taking care of their market needs and providing agricultural inputs. Against this objective, AP MARKFED 's present activity consists of sale of farm inputs like chemical fertilizers, pesticides and seeds, maintenance of warehouses and procurement of Agricultural Commodities through its member societies.

The following are the functions of AP MARKFED:

- Supply of inputs like Fertilizers, Micronutrients etc.
- Undertaking price support operations
- Acting as an agent to the Govt for procurement, supply and distribution of Agri. commodities and also acting as the nodal agency for supply of inputs
- Warehousing of Agri-commodities
- Undertaking commercial operations of Agricultural Produce
- Owning and operating Agro-based industries as part of value addition
- Supply of quality consumer provisions

As an extension to its current activities and portfolio, AP Markfed ventured into the Consumer Food Business through Markup Pvt Ltd (A Consumer Division of AP Markfed) for value addition at primary and secondary processing of agri-produce with packaging and branding to bring synergy with the existing network and brand value. Essentially, it will assist the stakeholders, primarily farmers/ PACS / FPOs/ SHG etc., to get fair value of their produce and to enhance their income. At the same time, it is expected to provide consumers with the right quality of products at reasonable prices.

Markup Private Limited, has started its operations in the month of March 2022 and reached in the markets of AP and Telangana with its quality products. Taking this forward in view of providing healthy food to the consumers Markup is starting natural farming products in their portfolio. In this Markup will be supplying naturally farmed products to Tirumala Tirupati Devasthanam, 11 other temples under endowment department and branded natural farming products to direct consumers under markup brand.

## **Background:**

The Government of Andhra Pradesh has initiated a new Programme “YSR Sampoorna Poshana plus” for 77 tribal mandals, "YSR Sampoorna Poshana" and Supply of **Red Gram Dall** in the remaining WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD) projects for implementation of uniform food models, duly superseding all existing supplementary and special nutrition models. Under this scheme, nutrition kits are provided to pregnant and lactating women as take-home rations (THR). WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD) has 55607 Anganwadi Centers (AWCs) under its wing.

Markup has established tie-up with WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD) to supply the required items to all the AWCs by leveraging its already existing strengths:

- Already existing in consumer food business
- Strong quality assurance systems and processes
- Presence of experienced field team across all districts
- Existing relationship with many millers and processors
- Already established itself competing with major food product brands in staples category
- Very Strong distribution network

In view of the above, Markup is looking for millers/manufacturers/processors for milling/supplying specified commodities/items. Scope of the millers are defined in the next section.

### Scope of Work:

1. Red Gram Dal is one of the commodities being supplied to Anganwadi Centres (AWCs) under AP Govt Welfare Schemes as per the requirement of WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD).
2. The bidder has to supply 1 Kg Packs of Red Gram Dal to all the AWCs in a Zone as per the indent received from Markup Pvt Ltd / WD & CWD from time to time.
3. The bidder shall ensure that the Red Gram Dal is compliant with the Quality Parameters and Packaging Specifications as elaborated in **Annexure VII**.
4. The bidder shall pack as per packing specifications and design given by the MARKUP and the processed Red Gram Dal per the quality specifications given by WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD)/ MARKUP.
5. The bidder shall supply the Red Gram Dal 1 Kgs Packs to AWCs by 28<sup>th</sup> of every month as indicated by Markup on monthly basis during the contract period.
6. Intimating Markup team on the timelines of supply to ensure quality inspection is done before dispatch of the produce to AWCs (Anganwadi centers).
7. The bidder shall get acquainted with the nature of transportation and with the conditions of the route in the concerned district for transportation of packed stock. Once the tender is submitted, the bidder will be deemed to have fully acquainted himself with the routes and he will not be entitled to any compensation on account of road blockade, diversions, etc. on the route.
8. The bidder shall make available, the number of vehicles required for transportation of Red Gram Dal of 1 Kg packs from mills to AWCs as per the indent / requirement issued by the Markup
9. The bidders will be given access to the Markup delivery management software, where they are required to accept the indent, create truck sheet for delivery of Red Gram Dal to AWCs, monitor the supplies, get the supply acknowledgement from AWCs & CDPO, check the invoices post acceptance and submit the same for processing payment.
10. The bidder shall collect the delivery acknowledgement from the AWCs and any other official as instructed by Markup once the delivery is made. This is important as the bidder need to submit their invoices along with the delivery acknowledgement to Markup for payment.
11. The quality and nutrition responsibility of Red Gram Dal lies with bidder till the time the stock is consumed at AWCs.
12. In case of any quality and nutrition related concerns raised by AWC or any other official deputed by Markup or ICDS department officials, bidder shall replace the stock within 72 hours at their cost.
13. Time is essence in the entire activity hence bidders shall take all required measures to ensure timely supply of material to AWCs. In case of any delay, Markup is free to purchase the material from open market to meet supply obligation and cost incurred in the process will be recovered from the bidder.

### Eligibility Criteria:

1. The bidder shall be in possession of milling unit through ownership with a valid license and agreement.
2. The Bidder may employ multiple milling units, provided they have a minimum capacity of 10 MT per day for which they must provide details of each milling unit as per the format attached.
3. Bidder may either be a sole proprietorship firm/ Partnership firm (duly registered under the provisions of Indian Partnership Act of 1932 as amended from time to time) or a Company (registered under the relevant provisions of Companies Act of 1956 or 2013).
4. The average annual turnover of bidder in the preceding three financial years that is 2019-20, 2020-21 and 2021-22 (Provisional) should be at least **Rs 20 Crores**.
5. The Bidder must have experience of milling at least 2,000 MT of Red Gram Dal during last two financial years. The preceding last two years means 2020-21 and 2021-22.
6. Bidder must follow hygienic & Compliance norms in handling and packing the goods.
7. The mills must have installed Power Generator of required capacity to overcome any power cut so that there is no delay in processing.

8. Bidder must have installed packing unit for packing of finished products in prescribed packing specifications as required.
9. There is no minimum order quantity assured in this contract. The Zone wise/District wise requirement mentioned in **Annexure - III** is just indicative and **may change as per the requirement**.
10. Millers must enclose the following documents with the application:
  - a. FSSAI registration
  - b. GST registration
  - c. PAN copy
  - d. Bank Account details
11. The cost of tender is Rs. 5000/- + GST as applicable shall be paid by the bidder to AP MARKUP account.
12. No tender shall be accepted without enclosure of Tender cost.
13. The bidder shouldn't have been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India. The same shall be furnished as per the format prescribed in **Annexure - IV**.
14. The bidder should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling and transportation service provider of packed stock.
15. The interested bidder should not have been prosecuted for violation of rules / laws under the Essential Commodities Act or any such other laws or orders there under in any court of law. If any found later the bidder will be disqualified without any further notice and blacklisted.

#### **Terms and Conditions:**

1. The state of Andhra Pradesh has been divided into four zones. The zone wise division of districts is mentioned on **Annexure – II**.
2. A single bidder can bid for providing services for one zone / more than one zone subject to payment of additional EMD for each zone separately and having additional turnover as required for each zone. That means if a bidder wish to participate in two zones they need to have an average turnover of 40 crores in last three years.
3. The initial period of hiring the Miller shall be **6 MONTHS ONLY**. A fresh tender will be released every 6 months for Red Gram or the contract may be continued for another 6 month subject to mutually agreed rates, terms and conditions.
4. It would be ensured by the service provider that there is no hindrance while carrying out day to day operations/ moving the stocks.
5. The bidder who has passed all the above-mentioned eligibility criteria will only be eligible for financial bids.
6. Financial bids shall be opened at Markup Head Office at Vijayawada.
7. Work will be awarded on lowest acceptable rates.
8. For any shortages and damages or any complaint in quality of the material reported at the AWCs, those stocks will be rejected and the bidder should replace the stocks as per the specifications at his own cost within the 72 hours.
9. If the service provider violates the standing instructions as contained in the Agreement, MARKUP have sole discretion to impose suitable penalties/reject the supplied stock/ cancellation of the contracts and further course of legal action.
10. The responsibility to comply with all statutory obligations, legal formalities, safety measures etc. under various Central/State Acts which are in force shall be the sole responsibility of the service provider.



### Evaluation and Selection Criteria:

1. The method employed for the final selection of the bidder and award of the contract will be **L1 method i.e., Lowest Bidder Selection method** after conducting **Reverse Auction**.
2. If the prices received are not satisfactory, the MD MARKUP will reserve right to negotiate with L1 or cancel the tender without citing any reason.
3. Participating bidders shall pay an **Earnest Money Deposit of Rs. 25,00,000/-** to the MARKUP bankaccount details given below:

Beneficiary Name : MARKUP PRIVATE LIMITED  
Bank Name : HDFC Bank, Krishna Nagar, Vijayawada Branch  
Account Number : 50200061964487  
IFSC code : HDFC0002413

4. L1 will be calculated ZONE wise after Reverse Auction
5. The bidder who has passed all the above-mentioned eligibility criteria and found with the lowest bid shall be awarded as successful bidder and contract shall be awarded.

### Procedure for bid submission:

The bidder shall submit his documents to the tender on e-procurement platform at <https://tender.apecurement.gov.in> by following the procedure given below:

1. The bidder would be required to register with the e-procurement portal i.e., <https://tender.apecurement.gov.in>
2. The bidders shall submit their eligibility and qualification documents in the online standard formats displayed in e-procurement website. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria and other certificate /documents in the e-procurement website. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the submission of documents as per the tender notice
3. **Registration with e-procurement platform:**  
For registration and online submission, bidders may contact Help Desk of e-procurement platform, <https://tender.apecurement.gov.in>
4. **Digital Certificate Authentication:**  
The bidder shall authenticate with his Digital Certificate for submitting the documents electronically on e-procurement platform and the documents not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.  
For obtaining Digital Signature Certificate, you may please contact Registration Authorities of any Certifying Authority in India. The Lists of CAs are available by clicking the link <https://tender.apecurement.gov.in/digital-signature.html#>
5. The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender document and seek clarification for any doubt from the Tender Inviting Authority. Any offline submission of the tender document shall not be considered.
6. The bidder has to keep track of any changes by viewing the addendum / Corrigendum issued by the Tender Inviting Authority on time-to- time basis in the e-procurement platform. The department calling for tenders shall not be responsible for any claims/problems arising out of this.

**Payment Terms:**

The service provider shall submit the invoices along with acknowledgements from the Anganwadi Centres (AWCs) to Markup every month.

**On receipt of the invoices after due scrutiny and ONLY on receipt of payment from WOMEN DEVELOPMENT AND CHILD WELFARE DEPARTMENT (WD & CWD), Markup will release the payment to the service provider.**

Payment will be released through NEFT/RTGS to the bank account details submitted by the service provider.

**Period of Service:**

The initial period of contract shall be for the period of **SIX MONTHS**, which can be extendable on mutually agreed rates, terms and conditions

**Award of Contract:**

Markup will award the work order to the successful bidder in writing that its bid has been accepted. On receipt of the work order, the bidder shall sign the agreement and submit the same to Markup within 7 days from the date of work order. After signing of the Contract Agreement, no modifications shall be entertained what so ever the reason.

**Performance Bank Guarantee:**

The successful bidder shall pay **Performance Bank Guarantee i.e., 5% of the period of contract value. It shall be in the form DD/RTGS for Rs. 25 lakhs as cash component and the balance contract value shall be in the form of Bank Guarantee for 6 Months.** The bank details are as given below:

Beneficiary Name	: MARKUP PRIVATE LIMITED
Bank Name	: HDFC Bank, Krishna Nagar, Vijayawada Branch
Account Number	50200061964487
IFSC code	: HDFC0002413

**Decisions and Instructions:**

Except where otherwise specifically stated, the Markup decision shall be binding on the bidder. The bidder shall carry out all instructions of Markup pertaining to the contract and comply with the applicable laws.

**Sub-Contracting:**

Subletting of the work to any other party is strictly prohibited. If the selected bidder constituted field/office team internally, the accountability and liability of non-delivery will be of the selected bidder only.

In case if the bidder requires additional processing units to be employed to meet the delivery obligations, those processing capacities shall either be owned or leased for the entire contract period.

**Penalty:**

Any deviation in quality/ delay in supply/failure to comply the terms and conditions of the agreement, Markup will have right to procure the stocks from the available alternate sources and the differential cost shall be collected from the payables or otherwise from the contractor, besides imposing suitable penalties in addition to initiating appropriate legal action.

Delay in supply of the commodities beyond the stipulated time shall be treated as violation of terms and conditions of tender and appropriate action will be taken.

Blacklisting will be for a period of minimum three Months and extendable up to three years from the date of said order and the agency will be barred from participating in any tender of Markup/AP Markfed for that period. The Managing Director, Markup has the discretion to decide on waiver of penalty or imposition of penalty and/or extent of delay on case-to-case basis depending on gravity of the situation.

**Foreclosure:**

Markup reserves the right to foreclose the contract without assigning any reason. In such case, the bidder will not be entitled to any compensation.

**Arbitration:**

In case of any disputes arising out of the contract the same shall be referred to the Managing Director, AP Markfed or his/her nominee as arbitrator and his decision shall be final and binding on both the parties.

**Tax & Duties:**

The rates quoted by the bidder shall be inclusive of all the Government duties and taxes, (if any) and other duties and taxes levied by the State from time to time. Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government / Markup authorities in connection with the supply of Service.

**Confidentiality:**

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the bidder who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any bidder of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

**Governing law of Jurisdiction:**

All actions at law or suits arising in connection with this contract or the subject matter thereof shall be instituted in a court of competent jurisdiction in Andhra Pradesh.

Markup interpretation or decision in this regard to all or any of the terms and conditions thereof or any matter arising hereunder will be final and binding on the bidder.

**Force majeure:**

The terms and conditions hereof shall be subject to force majeure. Neither Markup nor the bidder shall be considered in default in performance of their respective obligations herein above if such performance is prevented or delayed because of any act of Govt., war, hostilities, revolution, civil commotion, official strike, epidemic, accident or fire, or because of law-and-order proclamation, regulation or ordinance of any Govt of any sub division thereof or local authority. The bidder shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to Markup within 48 hours of the happening thereof by Message/Mail. The event of the Bidder pleading any ground as constituting force majeure, the opinion of the management of Markup on that behalf alone shall prevail.

**Negotiation:**

Markup reserves the right to negotiate. Markup reserves the right to accept/reject any/all the bids or increase/decrease the tendered quantity/number of experts without assigning any reason whatsoever.

**Annexure – I**  
**Letter of Proposal Submission**

To,

The Managing Director,

MARKUP Pvt Ltd, Vijayawada.

Dear Sir,

We, the undersigned, offer to provide the quality [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes our Basic details and the Financial Proposal.

We are submitting our Proposal and declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We confirm that this proposal will remain binding upon us and may be accepted by you at any time before the expiry date.

Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.

We agree to bear all costs incurred by us in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.

We understand that Markup is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.

I confirm that I have authority of [Insert Name of the Firm] to submit the proposal and to negotiate on its behalf.

Yours faithfully,

Authorized signature (in full and details)

Name and title of Signatory:

Name of Firm / entity:

Address:

## Annexure – II

### ZONE WISE DIVISION OF DISTRICTS

S.NO	ZONES	DISTRICTS
1	Zone 1	Srikakulam
2		Parvathipuram Manyam
3		Vizianagaram
4		Vishakahapatnam
5		Allurisitharama Raju
6		Anakapalli
7		Kakinada
8		East Godavari
9	Zone 2	Konaseema
10		West Godavari
11		Eluru
12		NTR
13		Krishna
14		Guntur
15		Palnadu
16	Zone 3	Bapatla
17		Prakasham
18		SPSR nellore
19		Tirupati
20		Chittoor
21		Annamayya
22	Zone 4	YSR
23		Sri Sathya Sai
24		Ananthapur
25		Kurnool
26		Nandyal

**Annexure – III**

**ZONE WISE / DISTRICT WISE INDICATIVE**

**RED GRAM DAL REQUIREMENT PER MONTH**

S.No	Zones	Districts	Details of AWCs		Red Gram Dal Requirement (In Kgs)	
			DISTRICT WISE	ZONE WISE	DISTRICT WISE	ZONE WISE
1	Zone 1	Srikakulam	3358	17361	43309	277244
2		Parvathipuram Manyam	2064		27712	
3		Vizianagaram	2499		35362	
4		Vishakahapatnam	806		26930	
5		Allurisitharama Raju	3214		43846	
6		Anakapalli	1878		30735	
7		Kakinada	1986		35870	
8		East Godavari	1556		33480	
9	Zone 2	Konaseema	1726	12270	29425	224569
10		West Godavari	1562		26765	
11		Eluru	2289		37475	
12		NTR	1475		29468	
13		Krishna	1707		23942	
14		Guntur	1480		29529	
15		Palnadu	2031		47965	
16	Zone 3	Bapatla	1888	14912	26951	234519
17		Prakasham	2903		46997	
18		SPSR nellore	2934		44059	
19		Tirupati	2492		39724	
20		Chittoor	2420		38345	
21		Annamayya	2275		38443	
22	Zone 4	YSR	2389	11064	46425	258912
23		Sri Sathya Sai	2824		46146	
24		Ananthapur	2302		58037	
25		Kurnool	1886		67593	
26		Nandyal	1663		40711	
			55607	55607	995244	995244

**Annexure – IV**

**NO BLACKLISTING DECLARATION/CERTIFICATE**

**(On letter bidder's letter head)**

(To be submitted by either authorized signatory or proprietor, or each partner/ director in case of partnership firms/companies)

I \_\_\_\_\_ son/ daughter/ wife of Shri \_\_\_\_\_ Proprietor/ Partner/ Director/ Authorised signatory/ Representative of M/s \_\_\_\_\_ (Name and address of the bidder) is competent to sign this declaration and execute the tender document regarding **“REQUEST FOR PROPOSAL FOR SELECTION OF MILLERS/PROCESSORS FOR MILLING OF RED GRAM DAL AND SUPPLY TO SPECIFIED POINTS FOR MARKUP”**.

I resident of \_\_\_\_\_ hereby certify that our company has not been blacklisted by any Department/ Agencies/ PSU of Government. In case at any stage, it is found that the information given by me is false/ incorrect the purchaser shall have the absolute right to take any action as deemed fit/without any prior information to me. I have carefully read and understood all the terms and conditions of the tender document and undertake to abide by the same; I also undertake that our firm will observe all legal formalities or/and obligations under the contract well within time. In case of failure to observe any of the legal formalities or/and obligations, I shall be personally liable under the appropriate law. The Information/documents furnished, along with the tender document are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Proprietor/ Partners/ Director/ Authorized Signatory)

Full Name:

Date:

Address:

Place:

Seal:

Stamp and signature of bidder

## Annexure – V

### Documents and Declaration to be enclosed as part of Eligibility Criteria

Latest Balance sheet and Profit-Loss Statement (2021-22 Provisional)	
Self-attested IT return for financial year 2019-20 and 2020-21	
Latest quarterly GST return	
PAN Card copy	
Factory license for processing & stocking	
FSSAI license for milling unit	
Address proof of the milling unit (electricity bill, etc.)	
Valid lease agreement in case of leased mill or exemption certificate	
The address proof of the authorized signatory, namely, Telephone bill/ copy of passport / electricity bill/ voter ID proof should be submitted along with the application.  The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.	
Self-declaration for not been blacklisted by any State/Central Govt. body/ Public Sector Undertaking at any point of time in India	
Self-declaration for not been involved in any major litigation that may have an impact of affecting or compromising the delivery of services as milling service provider to MARKUP	
Self-declaration for not been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.	
Owner and lessee - declaration for mill owner or mill not been involved in any major litigation / that may have an impact of affecting or compromising the delivery of services as milling service provider to MARKUP in case of leased mill scenario	



**Annexure – VI**

**Financial Bid**

**Name of the Firm (in capital Letters):** \_\_\_\_\_

<b>Zone</b>	<b>Commodity</b>	<b>Bid Validity from the date of Agreement</b>	<b>Price inclusive of all taxes (Delivery at AWCs) (Rs/Kg)</b>	<b>Rupees in words (Rs/Kg)</b>
	Red Gram (Toor Dal) 1 Kg	<b>6 Months only</b>		

**Note:** – Please specify the zone number for which prices are being quoted.

## **Annexure – VII**

### **QUALITY & PACKING SPECIFICATION OF RED GRAM DAL**

**Quality Parameters:** As per Fair Average Quality (FAQ) Standards of Red Gram Dal

**Packaging and Labelling:**

- (i) The product shall comply with the packaging and labelling requirements specified in the Food Safety and Standards (Packaging and Labelling) Regulations, 2011.
- (ii) While supplying to the designated points each Commodity has to be packed in separate packets with scheme Logo, ingredients, nutritional facts & FSSAI Logo and bundled in 30 kgs Outer Bags each.
- (iii) All the Outer Bags supplied to each designated location should be mandatorily Bar Coded.
- (iv) The packing shall be in such a way to prevent from damage or deterioration during transit till they reach the Anganwadi Centre point. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation and open storage.
- (v) If the stocks are brought to the delivery points without fulfilling the above conditions the Supplier has to take back the stocks at their risk and cost. The Purchaser is not responsible for any loss in such cases.
- (vi) The Packaging design and specification of packing material of 1 Kg Red Gram Dal will be shared with L1 bidder by Markup.

**b) Hygiene:**

- (i) The product shall be prepared and handled in accordance with the guidelines specified in Schedule 4, Part-II of the Food Safety and Standards (Licensing and Regulation of Food Businesses) Regulations, 2011 and any other guidelines as provided from time to time under the Act.

**c) Contaminants, Toxins, and Residues:**

- a) The product shall comply with the Food Safety and Standards (Contaminants, toxins, and Residues) Regulations, 2011.
- b) The product shall confirm to the microbiological requirements specified in Appendix B of FSSAI regulations.