



NCCF

NATIONAL COOPERATIVE CONSUMERS' FEDERATION OF INDIA LIMITED

Branch Office: 13-A, Ravi Nagar, Shukla Colony, Raipur, Chattisgarh - 492001

No. NCCF/RP/TENDER/2022-23/121

Date: 03.01.2023

TENDER NOTICE

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

- 1- Name of Work: Supply of the Nutritious/Supplementary Food Items at Office of Child Development Project Officer of various districts in the state of Chhattisgarh
- 2- Estimated Value of Supply: Rs. 50 Crores
- 3- Cost of Tender Documents- Rs. 5000.00 (Rupees Five Thousand Only)
- 4-Date and Time of start of Tender Submission- 03.01.2023 at 11.00 AM
- 5-Last Date and Time of Tender Submission- 30.01.2023 at 12.00 PM
- 6-Date and Time of Tender Opening 31.01.2023 at 01.00 PM
- 7-Place of Tender Opening- Office of the Branch Manager, NCCF, Raipur
- 8-Account Details for Depositing Security Deposit:

- Name of Account Holder- National Cooperative Consumers Federation of India Ltd.
- Account Number- 1692131186
- Name of Bank and branch- Central Bank of India, Main Branch, G.E. Road, Raipur
- IFSC Code- CBIN0280803

Terms and Conditions:

1. Bidders must have an experience of successful completion of similar nature of work of minimum 25% of the Tender value in last 3 years. Completion certificate of Competent Authority of Concerned Department shall be enclosed.
2. NCCF Shall be at liberty to distribute 40% of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.
3. NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
4. 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.

5. 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.

6. NCCF shall be at liberty to postpone/cancel the tender and accept or reject any bid.

7. All other terms & conditions will be as per the Notice inviting Tender (NIT) by the concerned department.

Enclosed: Copy of the Notice Inviting Tender (NIT)


(Adarsh Yadav)
Branch Manager

e-PROCUREMENT TENDER NOTIFICATION FOR

**Empanelment of the Vendors for supply of the
Nutritious/Supplementary Food Items at Office of
Child Development Project Officer of various
districts in the state of Chhattisgarh**



Directorate of Women and Child Development Department
Block A, 2nd Floor, Indrawati Bhawan,
Nava Raipur, Atal Nagar, District – Raipur
Phone: 0771 2234192, 2234188, e-Mail: snpdircgwcd@gmail.com

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1. Chapter – 1: e-Procurement Notice for Invitation of Bids
Empanelment of Vendors for supply of Nutritious/Supplementary
Food Items

1. Mukhyamantri Suposhan Yojna aims to tackle the menace of malnutrition and anaemia. Under the scheme, the state government will provide nutritious food to children in the age group of 0 to 6 years and for girls and pregnant mothers and women in the age group of 15 to 49 years.
2. Directorate of Women and Child Development intends to call for tender from eligible bidder for empanelment of the vendors for supply of the Nutritious/Supplementary Food Items at Office of Child Development Project Officer of various districts in the state of Chhattisgarh.
3. This tender is only for empanelment of eligible bidder and the procurement from the empanelled list of selected bidders will be made by the concerned authority based on their respective requirements. The payment will be made by respective concerning authority.
4. The bidders have to quote the rate for Per Bar of Nutritious/Supplementary Food Items containing of 10 Grams each as per the specifications shown in Annexure 6. The rates quoted should be inclusive of all charges (packing, loading & unloading charges, stacking at the godown of the concerned delivery point, all incidental & operational etc) i.e., all applicable taxes (GST/Taxes), transportation to the doorstep of the Office Child Development Project Officer of districts. Neither the Department nor the concerning authority will be responsible for any fluctuation of prices in Domestic Market or International Market and no request or representation for revision of rate will be entertained.
5. The rates quoted by the approved bidder will be valid for a period of two year from the date of agreement. Agreement may be extended on the same price, terms and conditions for two more year subject to total maximum two extensions.
6. The schedule of bid activities with key events and dates is as follows:

Sr.	Information	Details
1	Department Name	Directorate of Women and Child Development Department Block A, 2nd Floor, Indrawati Bhawan, Nava Raipur, Atal Nagar, District – Raipur Phone: 0771-2234192, 2220003, e-Mail: snpdircgwcd@gmail.com
2	Date of Advertisement	2 nd January 2023
3	Tender Notice No.	10341 dated 30.12.2022
4	Tender Inviting Authority (TIA)	Joint Director, Women and Child Development Department
5	Name of the Tender	Empanelment of Vendors for supply of Nutritious/Supplementary Food Items
6	Estimated of Purchase Value	Rs. 50 Crores
7	Default Currency	Indian Rupees-INR
8	Commencement of Supplies	The supplies should be commenced as per the schedule provided in this document
9	Bid Submission	Online
10	Pre-Bid meeting	10 th January 2023

11	Time and Place of Pre-Bid meeting	3.00 PM Directorate of Women and Child Development Department Block A, 2nd Floor, Indrawati Bhawan, Nava Raipur, Atal Nagar, District – Raipur
12	Last Date & Time for submission of Bid document online	2 nd February 2023
13	Last date and time for submission of samples	2 nd February 2023, 05.00 PM in Directorate of Women and Child Development Department Block A, 2nd Floor, Indrawati Bhawan, Nava Raipur, Atal Nagar, District – Raipur
14	Date and time of opening of Technical Bid	3 rd February 2023, 12.00 PM
15	Date and time of Opening of Financial Bid	9 th February 2023, 12.00 PM
16	Bid Validity	90 (ninety days) from the last date of bid submission. Can extended on mutual consent.
17	Method of Empanelment	All Technically qualified Bidders will be offered empanelment at the Least cost price (L1) quoted in the tendering process
18	Tender Cost	Rs. 5000/- (Rupees Five thousand Only)

7. Any amendments/Corrigendum or other information related with this Tender Document shall only be published only in the website of department <http://www.cgwcd.gov.in/> only. The bidder has to keep track of any such changes by viewing the Addendum/Corrigenda issued from time-to-time. The Department will not be responsible for any claims/issues arising out of this.
8. For any questions you may contact: 0771-2220003/2234192

**Director
Women and Child
Development Department
Government of Chhattisgarh**

2. Chapter – 2: Eligibility Criteria

Sr.	Particulars	Minimum Eligibility Criteria	Desired Document
1	Proprietorship Concern, Partnership Firm duly registered under the Indian Partnership Act, Company incorporated under the Companies Act, Trust registered under the Trust Act, Limited Liability Partnership	In existence for minimum 3 financial years	For Proprietorship: License to operate coaching under the relevant law. Partnership: Registration Certification issued from Registrar of Firms Society: Registration Certification issued from Registrar of Societies and its bye-laws Trusts: Proof of Registration of Trust issued by the Registrar of Trusts and trust deed Company: Certificate of Incorporation issued by the Registrar of Companies, Memorandum and Articles of Association LLP: LLP Registration Certificate issued by the Registrar of Companies
2	Engaged in business of manufacture and supply of Nutritious/ Supplementary Food Items for the last 3 financial years	Automated Machinery/Fully Equipped Plant with the capacity of at least 2000 Kgs of Nutritious/ Supplementary Food Items per day	MSME Registration/Udyam Registration/Udyam Aakanksha/ Production Certificate issued by DTIC/ Directorate of Industries or any other document issued by Government authority clearly proving the engagement in business for the specified period
3	Turnover from manufacture and supply of Nutritious/ Supplementary Food Items during the Financial Year 2019-2020, 2020-2021 and 2021-2022	Annual Turnover of at least Rs. 10 Crores during last 3 financial years	Audited Financial Statements with all annexures for last Three Years. For turnover from manufacture and supply of Nutritious/ Supplementary Foods Items: A separate certificate from a Statutory Auditor certifying turnover from manufacture and supply of Nutritious/ Supplementary Foods Items.
4	Experience of supplying of Nutritious/Supplementary Food Items to any Central/State government organization/ department/ PSU.	Satisfactorily executed order(s) for supply of Nutritious/Supplementary Food Items totaling atleast Rs. 2 Crores in last three financial year.	Copy of work order with work completion certificate and experience certificate from the relevant competent authority clearly specifying the Department, year and value of supply.
5	Safety Registration	Registration with Food Safety and Standards Authority of India (FSSAI) in the relevant category	Copy of FSSAI Registration Certificate and other applicable certificate deem fit for material.
6	Valid PAN of organization or proprietor (as applicable)/ Goods and Service Tax Registration	No default in filing under Income Tax Act and Goods and Service Tax Act	Copy of PAN Card of organization/ proprietor (as applicable) Goods and Service Tax Registration Certificate and valid printout of GST returns for last 3 months from the

			GSTN Portal Copy of Income Tax Returns for Last 3 financial years Bidder must have GST of Chhattisgarh State
7	Net Worth	Bidder Should have positive net-worth as on 31.03.2020, 31.03.21 and 31.03.22	Net – worth certificate by Charter Accountant/Competent authority
8	Blacklisting	Should not have been black listed by any government / semi government/public sector undertakings during the preceding three financial years	Notarized Affidavit by authorized person

3. Chapter – 3: Scope of Work and Conditions of Contract and Supply

3.1 Scope of Work

- a. The contract is meant for supply of Nutritious/Supplementary Food Items as per the specifications mentioned in Annexure 6, at doorstep of the Office of Child Development Project Officer of Districts as part of nutritional food supplement to reduce the incidence rate of malnutrition amongst the suborders. The maximum estimated quantity for the state is as under:

For Children			
Number of Children (Probable.)	in Nos	A	4,22,000
Required Quantity per day per Child	in Grams	B	10
Required Quantity Per day for all Children	in Kgs	$C (= A \times B / 1000)$	4220
Required Quantity Per month for all Children	in Kgs	$D (= C \times 25)$	1,05,500
For Women			
Number of Women (Probable)	in Nos	E	5,00,000
Required Quantity Per day per women	in Grams	F	20
Required Quantity Per day for all women	in Kgs	$G (= E \times F / 1000)$	10,000
Required Quantity Per month for all women	in Kgs	$H (= G \times 25)$	2,50,000
Children and Women			
Total number of Beneficiaries	in Nos	$I (= A + E)$	9,22,000
Requirement Per day	in Kgs	$J (= C + G)$	14,220
Requirement Per month	in Kgs	$K (= J \times 25)$	3,55,500
Requirement Per year	in Kgs	$L (= K \times 12)$	42,66,000
Required Quantity Per year	in mts	$M (= L / 1000)$	4,266

- b. Under the Mukhyamantri Suposhan Yojna, Government of Chhattisgarh provides additional nutrition of eggs, chikki, morengabar and laddoos everyday or three day in a week. The primary objective is to curb malnutrition and anaemia. For this purpose, priority is be given to locally available nutritious food. Thus, the Government also distributes iron tablets, fruits, milk, egg, laddoos and other alternative nutritious food to the beneficiaries.
- c. The estimate of quantities is the maximum number that might be required. However, the ordered quantities may vary from district to district based on their available budget, order of other items (iron tablets, eggs, fruits etc).

3.2 Conditions of Contract

3.2.1 Preparation of Nutritious/Supplementary Food Items

- a. Nutritious/Supplementary Food Items have to be made using pure Jaggery syrup (IS 873:1974) only. No other form of artificial/chemical sweetener should be used in preparation of any type of Nutritious/Supplementary Food Items.
- b. The Items may contain permitted added colours and flavouring agents, preservatives other than those covered under the provisions of the Prevention of Food Adulteration Act, 1954, The Food Safety and Standard Act, 2006 and rules and regulations issued from time to time.

- c. The Nutritious/Supplementary Food Items shall easily be separable, crunchy and non-sticky.

3.2.2 Product Certificate

Every product in the Nutritious/Supplementary Food Items must have product certificate from the respective brands stating:

- a. Date of Manufacture
- b. Date of Expiry
- c. Not for Sale. For free distribution by Government of Chhattisgarh.
- d. Nutritional value per 100 gms.

3.2.3 FSSAI Certification

All the Nutritious/Supplementary Food Items supplied by the approved bidder should be labelled with FSSAI certification number along with the nutritional values per 100 gm.

3.2.4 Place of Delivery

The Nutritious/Supplementary Food Items have to be delivered to the doorsteps of each Office of Child Development Project Officer of Districts.

3.2.5 Availability of Stocks

The empanelled bidders shall ensure that sufficient stocks of all varieties of Nutritious/Supplementary Food Items mentioned in Annexure 6 be maintained at any given point of time to ensure timely supply.

3.2.6 Shelf Life:

The Nutritious/Supplementary Food Items should have minimum Shelf Life of 90 days from the date of supply

3.2.7 Schedule of Supply

The Rate Contract Holder can take order only after establishing unit in Chhattisgarh. The supplies at the end delivery point should be made within 30 days of the date of manufacture. No payments will be made for Items supplied after 30 days from date of manufacture. In case the Concerning Authority specifies a shorter duration for supply, delays from the specified period will attract penalty provisions as detailed in this document.

3.2.8 Adulterated or substandard Supplies

In case of any adulterated or substandard material found being supplied, in addition to deductions from payment, the bidder shall be liable for civil and criminal actions as per the relevant Acts.

3.2.9 QR Code

- a. While supplying to the designated points, each Nutritious/Supplementary Food Items has to be packed in a food grade material package and shall be placed in a carton box of 10/20 kg each with logo of Government of Chhattisgarh and name of Women and Child Development Department and content pre-approved by the Director. All the Carton boxes supplied to each designated location should be mandatorily QR Coded (quick response) with the pre-approved content by the Concerning Authority, failing which a penalty (as per the penalty provisions para) per day till the date of implementation of QR code system will be imposed.
- b. While supplying to the designated points each Nutritious/Supplementary Food Items has to be packed in a separate one Kg packets with scheme Logo, ingredients, nutritional facts & FSSAI Logo and bundled in a Carton Box of 10/20 kg each.

3.2.10 Packing Instructions

The empanelled bidder shall provide the packing of the Nutritious/Supplementary Food Items in such a manner that it prevents their damage or deterioration during transit till they reach the doorstep of each designated location. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation and open storage. Packing cases shall be of convenient in size to handle during transportation and delivery.

3.2.11 Supply Chain Management

Entire supply chain management ranging from placing supply order to preparation of the bill will be only through electronic data process. No physical intervention is permitted at any stage. The bidder should be in a position to integrate his systems in to the EDP (electronic data processing) environment to be provided by the Women and Child Development Department, Government of Chhattisgarh.

3.2.12 Frequency of supply

- a. The Frequency of supply of required quantity of Nutritious/Supplementary Food Items to delivery points is once in a month (30 days) or such other lesser time period as specified by Concerning Authority.
- b. Indent will be provided by the Purchaser or by any other officer, specified by the Purchaser, and the supply shall be done up to delivery point.
- c. Delivery of Nutritious/Supplementary Food Items at delivery points shall be during the working hours only, i.e., between 10 AM and 5 PM.

3.2.13 Verification of Manufacturing Premises

If required, the Department or duly authorized officer/agency will visit the manufacturing premises for Vendor assessment or for any other purpose it may deem fit.

3.2.14 Quality Control

Apart from the Department's internal quality control wing or the concerned department of the State Government independent Agency being nominated time to time can, at any time, visit the manufacturing point for verification of the quality of the raw material being used for the preparation of Nutritious/Supplementary Food Items of any batch. Including observations of the norms and guideline issued by Govt. of India pertaining to COVID-19 so long in force as part of the quality control:

- a. Before the supply, the vendor is required to provide a 'Pre-Dispatch Inspection Certificate' to the respective district. The costs of tests in this regard will be borne by the vendor.
- b. At the time of delivery of stocks by the supplier(s), the stocks will be subjected to quality verification by the recipient or Block Level or at district level. The costs of Post-Dispatch/Random Sampling tests in this regard will be borne by the Department.
- c. The stocks will be randomly or wholly subjected to laboratory tests at any NABL laboratory at the discretion of the department at the cost of manufacturer.
- d. In the event of supply of stocks not confirming to specifications as indicated, such stocks are liable for rejection, and will be viewed seriously besides imposing Penalty.
- e. If any deviation in quality specifications and terms and conditions are noticed for two samples, in one financial year, the said Supplier: (1) debarred from supply; and / or (2) will be blacklisted from participating in further tenders of the Department besides recovery of any loss / damage sustained by the Department/District in this account.
- f. In case the concerned officer of Department is not satisfied with the quality of Nutritious/Supplementary Food Items supplied, he/she would arrange to draw samples in the presence of the Supplier (or representative if present) and forward the same for testing and certification on demand from the respective Concerning Authority.

3.2.15 Cost of Inspection / Testing of the Item/s

The costs, if any, incurred by Director, Women and Child Development Department or the Concerning Authority, or the persons nominated by the district, on account of inspection/testing form a certified food testing laboratory would be borne by the supplier during the time of evaluation of their sample prior conclusion of the contract. The successful Bidder / Supplier, with whom the contract is concluded, would thereafter during the contract period incur such costs of testing of the item(s). The expenditure incurred would be paid by the Supplier to the Food Testing Laboratory on receipt a bill along with the test report. The number of tests during the contract period would be carried out are at the discretion of the Concerning Authority, primarily for ensuring the quality of the item(s) in conformity with the laid down specifications/standards.

3.2.16 Assaying

- a. The Supplier shall, at his/her own cost, offer the stock from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameter, as specified.
- b. The District management and other competent authority may randomly collect the samples at the depots and get the samples tested in any of the National Accreditation Board for Testing and Calibration Laboratories (NABL) independently. The results of testing will be final and binding on the Supplier. The stocks which fail the test have to be taken back and replaced with new stock with the desired quality by the Supplier at his own cost and risk.
- c. Suppliers may note that the cost of assaying will be borne by them for the test and such costs will be deducted while making the payment for supplies made.

3.2.17 Office in Chhattisgarh

- a. The empanelled vendor/s will have to open an office and unit in the State of Chhattisgarh.
- b. All correspondence and communication by the Department will be made to this office.
- c. The Chhattisgarh Office of the empanelled vendor must also be registered under GST.
- d. All billings/Invoices will be generated through Chhattisgarh office, i.e. CGST and SGST must be charged on these bills.

4. Chapter – 4: Submission of bids through e-procurement

4.1 Procedure for Submission of Tender Bids:

The prospective bidders who are desirous of participating in e-procurement shall submit their technical bids, financial bids etc., in the standard formats prescribed in the tender documents on e-Procurement platform at <https://eproc.cgstate.gov.in/> by duly following the procedures:

- a. The bidder would be required to register on the e-Procurement market place to submit their bids online.
- b. The bidders shall upload the scanned and signed copies of all the relevant certificates, documents etc., in support of their fulfilling eligibility criteria and other certificate/documents in the e-Procurement web site. The Director will not hold any risk and responsibility for the loss in transit during uploading of the scanned documents.
- c. Further details for procedure, terms and conditions for submission of bids is given in the e-Procurement website.
- d. Payment of Transaction Fee: It is mandatory for all the participant bidders as per norms and based on tender value. The participants, who have failed to pay non-refundable Transaction fees shall be declared as in-eligible.
- e. Tender Application Fees: The participating bidder/s will have to pay the Department of Women and Child Development a tender Application fee (non-refundable) of Rs. 5,000/- to the e-procurement portal in the manner specified.
- f. Bid submission acknowledgement: The bidder is advised to keep bid submission acknowledgement with him for future reference.
- g. Modification to the tender: Bidder(s) can modify their tenders online before the deadline prescribed for submission of tenders.
- h. The tenderer/bidder shall go through instructions, terms and conditions given in this tender document. Failure to furnish all the requisite information called for in this tender will be at the tenderers' risk and may result in rejection of the tender. The tenderer shall download the tender document, sign and upload again confirming that the tenderer has gone through all the terms and conditions of the tender.
- i. No conditional tender in any manner is accepted.
- j. The bidders are advised to consult CHiPS for any technical/procedural issues while submitting the bids. Director, Women and Child Development Department will not be held responsible for any such technical /procedural issues while submitting the bid.

4.2 Power of Attorney

Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the Authorised Representative (the "Authorised Representative" or the "Authorised Signatory") as detailed below:

- i. by the partner holding the Power of Attorney in case of a partnership firm/limited liability partnership (A certified copy of the Power of Attorney shall accompany the Proposal)
- ii. by the proprietor in case of a proprietary firm;
- iii. by a duly authorized person holding the Power of Attorney or by a Board Resolution in case of a Limited Company or a corporation (A certified copy of the Power of Attorney/Board Resolution shall accompany the proposal);

Format of Power of Attorney in Annexure 4

4.3 Technical Bid

The Technical Bid should be prepared as per the Annexure of this Tender document by uploading the required supporting documents as prescribed in the technical qualification criteria mentioned in this tender document.

4.4 Financial Bid

The bidders have to quote the rate financial bid form as per the format given in the Annexure.

4.5 Pre-Bid Meeting and Queries

The bidders or their official representatives are invited to attend a pre-bid meeting which will take place on the date, time and place mentioned in Chapter – 1. Please note that non-attendance at the pre-bid conference will NOT be the cause of disqualification of the bidders. All queries for the pre-bid meeting are to be sent to the Department at its email at least 2 days prior to the scheduled date of pre-bid meeting. The Bidders are requested to send their consolidated queries to the e-mail of Department only once and further queries sent by the Bidders shall not be entertained. Queries received after this date will not be entertained. The decision of Director regarding acceptability of any suggestion shall be final in this regard and shall not be called upon to question under any circumstances.

5. Chapter – 5: Bid Evaluation Procedure and Method of Selection

5.1 Technical Evaluation:

- a. The technical evaluation will be of two parts. Part-1 will consist of scrutiny of the documents and part-2 consisting of laboratory testing of samples. The samples submitted by the bidders who qualified in part -1 will only be sent for authorized laboratory testing. Those samples which were certified by the authorized laboratory as per the specifications in the Annexure 6 will only be considered and such bidders will only be qualified for financial bid evaluation.
- b. The detailed technical evaluation shall be carried out by the tender evaluation committee pursuant to conditions in the tender document to determine the eligibility of each tenderer. The tender evaluation committee has the right to demand the bidder to provide additional information/document in support of the information furnished in the bid. The committee has also got the right to instruct the office of the bidder in this regard.
- c. In case, the date fixed for opening of bids is subsequently declared as public holiday by the Government, the bids will be opened on next working day.

5.2 Financial Bid Evaluation:

- a. The Department shall carry out the technical bid evaluation solely based on the uploaded certificates/documents in the e-Procurement system and open the price bids of the responsive bidders and proceed further for empanelment of vendors.
- b. The empanelment will be done on the following basis:
 - i. Price bids of only those applicants will be opened who qualify in the technical evaluation criteria and whose samples are approved by the authorized laboratory.
 - ii. Price bids will be opened on the online portal and the least price quoted (L1) amongst all applicants will be identified.
 - iii. Negotiations can be conducted by the Department if required and the 'Final Price' for each item will be fixed.
 - iv. All the qualified applicants will be then offered to get themselves empanelled for supply of product/s at the 'Final Price'.
 - v. The qualified applicants will be required to respond of their acceptance of getting empanelled at the 'Final Price' within 7 days of issue of intimation by the department.
 - vi. Empanelment of those Qualified applicants will be made who provide their consent within 7 days of issue of intimation by the department.
 - vii. The list of Empanelled Vendors for each product/category of the product will be prepared separately.
- c. The successful bidder shall invariably furnish the original certificates/documents of the uploaded scanned copies to the Tender Inviting Authority before entering into agreement either personally or through courier or post and the receipt of the same within the stipulated date shall be the responsibility of the successful bidder. The Department will not take any responsibility for any delay in receipt/non-receipt of original certificates/documents, from the successful bidder before the stipulated time.

- d. If any successful bidder fails to submit the original Hard Copies of uploaded certificates/Documents within the stipulated time or if any variation is noticed between the uploaded documents and the hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger /recommendation by the Tender Inviting Authority in the system. Besides this, the Women and Child Development Department shall invoke all Processes of Law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to deter frivolous bidders and to avoid delays in the tender process for execution of the development schemes taken up by the Government. The information to this extent may be displayed in the e- Procurement platform website and all Govt. Dept./Public Sector Units/ Local Bodies/Autonomous Bodies in Chhattisgarh would prevent such bidders from participating in the bidding process.
- e. In case of the L1 bidder being disqualified, the Department reserves the right to continue the empanelment process by excluding the disqualified bidder.

5.3 Right to Accept / Reject any or all Bids:

- a. Director, Women and Child Development Department, Government of Chhattisgarh reserves the right to add or relax any criteria or the right to reject any or all offers received in response to tender or cancel or withdraw the tender notice without assigning any reason, whatsoever. Decision of the Director in this regard shall be final and binding.
- b. Director, Women and Child Development Department, Government of Chhattisgarh reserves the right to award contract in full or in part to any approved bidder at his discretion and this will be binding on the bidders.
- c. In case of sufficient number of bids fulfilling the terms and conditions are not received for any of the zones, Director, Women and Child Development Department, Government of Chhattisgarh reserves the right to relax any of the eligibility criteria as required.

6. Chapter – 6: Empanelment and Award of Work

6.1 Empanelment

- a. The empanelled applicants will be communicated through e-mail/Letter of the outcome of the bid after getting approval of the competent authority.
- b. Director, Women and Child Development Department is only making an empanelment of vendors and all subsequent activities such as issue of work orders, receipt and verification of goods, processing of payments will be made at the district level.

6.2 Award of Work

- a. Work will be awarded by the respective districts based on their requirement. Director, Women and Child Development Department is only making an empanelment of vendors and all subsequent activities such as issue of work orders, receipt and verification of goods, processing of payments will be made at the district level.
- b. The approved bidder shall be required to pay the security deposit i.e., 1 % of contract value with the respective Concerning Authority. Security Deposit can be submitted in the form of a Demand Draft, the approved bidder shall furnish performance bank guarantee (valid for at least 13 months) for the balance amount from any nationalized bank within Seven (07) working days after receiving the communication, failing which the successful tenderer will be disqualified and their EMD will be forfeited. The approved bidder will receive the EMD and Security deposit after satisfactory completion of the contract period.
- c. The approved bidder shall enter in to an agreement agreeing to all the conditions specified in the tender document, with the Concerning Authority on non-judicial stamp paper of value of Rs.100/- within 7 working days from the date of payment of security deposit amount failing which security deposit shall be forfeited.
- d. Commencement of Supplies: The empanelled bidder should commence the supply and complete it within 30 days from the date of receipt of work order or indent, whichever earlier. Necessary technological platform will be enabled for empanelled bidder to monitor the stocks and the approved bidder must be able to integrate his/her technological platform with the technological platform provided for entire end to end operations of supply chain management and bill processing.
- e. In case of breach of any terms and conditions as specified in the contract and signed between the parties, the security deposit (SD) of the agency will be liable to be forfeited by the respective Concerning Authority besides annulment of the contract.

7. Chapter – 7: Bills payment procedure

7.1 Payment Terms:

- a. Payment shall be made in Indian Rupees on monthly basis subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract.
- b. The empanelled bidder shall raise an invoice in an acceptable proforma and in accordance with the rates as per empanelment.
- c. The empanelled bidder shall submit bill, in triplicate, in the respective Concerning Authority not later than 10th of every month for the supplies made during the preceding month.
- d. The Concerning Authority shall release 80% of total value of the bills submitted after receipt of goods in satisfactory condition along with a certificate from the concerned principals, delivery challans and quality assurance certificate by the supplier.
- e. On receipt of satisfactory test report from the laboratory, the remaining 20% of the payment will be released.
- f. Bills must be submitted in electronic form as and when the same is decided by the Concerning Authority.
- g. No advance payment of any kind will be given to the empanelled bidder.
- h. Appropriate deductions of GST/TDS, other statutory deduction and other deductions as per the terms and conditions of this tender and other rules as applicable from time to time shall be made.
- i. Payment of interest on late payment of bills etc., will not be acceptable.

7.2 Penalties

Appropriate penalties will be imposed whenever and wherever it is found that the supplier has not supplied the Nutritious/Supplementary Food Items as per the prescribed norms. The penalties will be imposed on violation of terms and conditions are as follows:

- a. The Concerning Authority shall have a right to forfeit the security deposit, if the supplier fails to undertake the Job awarded under the Tender/ Contract agreement. The Concerning Authority shall have a right to terminate the contract.
- b. No supply within the stipulated time: If the supplier fails to supply the Nutritious/Supplementary Food Items after 30th day, penal action will be initiated to cancel the agreement. The decision of the Concerning Authority shall be final on this.
- c. Penalty for the delay in Supplies: If the supplier fails to supply the required quantities of the indent given to the doorstep of each designated location within the stipulated date, then a penalty of 0.3% of the contract value of that particular of the goods not supplied month will be deducted per each day subject to maximum of 30 days.
- d. If the supplied Items are found to be adulterated, the Concerning Authority reserves the right either to charge penalty proportionately (or) to withhold any payment (or) the payment will not be made to the specific Items (or) for the entire supply order, as the case may be, which is at the discretion of the Concerning Authority, and should not be disputed by the supplier.
- e. If the supplied Items confirm to be unfit for human consumption the Concerning Authority reserves the right either to withhold any payment (or) the payment will not be made to the specific Items (or) for the entire supply order, as the case may be, which is at the discretion of the Concerning Authority, and should not be disputed by the supplier.
- f. If the supplier fails to pass laboratory tests consecutively for two(2) times in a period of same financial year then penal action will be initiated to cancel the agreement and forfeiting the Security Deposit. The decision of the Concerning Authority shall be final on this.
- g. If the supplier fails to put in QR code, a penalty per day as prescribed by the Concerning Authority till implementation of QR code system will be imposed.

7.3 Quality Control:

The approved bidder shall furnish samples against to the Concerning Authority. These samples will be of the same quality that is submitted at the time of submission of bid. The Concerning Authority will compare the quality of the Nutritious/Supplementary Food Items delivered with the samples available with them at the time of delivery. The approved bidder shall replace the samples in every three months. At the time of replacement, the samples will be verified with respect to existing samples. At the time of delivery, if the quality of the Nutritious/Supplementary Food Items is not satisfactory, the same will be recorded in the delivery challan (electronic) and such item has to be replaced by the supplier within 48 hours. In case of dispute about the quality of the item supplied, decision of the Concerning Authority is final. If substandard material is not replaced within 48 hours, the principal is permitted to purchase the same in the open market and the excess cost will be recovered from the supplier.

8. Chapter – 8: Other terms and conditions of contract

The approved bidder should adhere to the following terms and conditions of the contract

8.1 Cost of Tendering

The tenderer shall bear all costs involved in the preparation and submission of tender and the Director shall in no case be responsible or liable for the costs of tendering incurred by the tenderer, irrespective of the outcome of the tenders.

8.2 Disqualification:

The Director in his sole discretion and at any time during the processing of bidding may disqualify any bidder from the bid process, if the bidder has:

- a) Submitted the bid after the scheduled date and time.
- b) Tenderer not meeting eligibility criteria.
- c) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- d) Failed to provide clarifications related thereto, when sought for.
- e) Bidders, who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification shall be disqualified from the process at any stage.

8.3 Sub-letting or Sub-Leasing:

The approved bidder shall not assign or sublet the contract or any part thereof or allow any person/organization to become interested therein in any manner, whatsoever, without specific/written permission from the Director, Women and Child Development Department and the Concerning Authority.

8.4 Resolution of disputes:

- a. In case of any difference of opinion or dispute arising between the two parties regarding interpretation or implementation of any of the terms and conditions of the Contract/Agreement, the matter shall be referred to the Secretary, Women and Child Development Department, Government of Chhattisgarh whose decision shall be final and binding upon both the parties.
- b. Notwithstanding anything contained in the terms and conditions any suit in this regard to any matter whatsoever arising out of this contract, shall be instituted in High court of Chhattisgarh only.

8.5 Bidder's Site Visit:

Prospective bidders are suggested to with the local conditions. It is advised that they conduct a demographic study to identify the local utility areas (markets, locality, communication and transportation conditions, labour and materials availability), which will help the bidders to consider all such factors during the estimation for supply of as indicated. The Director, Women and Child Development Department and the Concerning Authority holds no responsibility of arrangement of transportation / accommodation for the bidders during their site visits except for giving permission in writing to access the premises.

8.6 Force Majeure:

During the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (here in after referred to as events), provided notice of happenings of any such eventuality is given in writing to the respective Concerning Authority and shall seek all reasonable alternative means for performance.

8.7 Termination for Insolvency

The Director on recommendation of Concerning Authority may at any time terminate the contract by giving written notice to the supplier, if the bidder becomes bankrupt or otherwise insolvent. In his event, termination will be without compensation to the approved bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the respective District.

8.8 Prior Association

Those who are associated with Women and Child Development Department and respective District as employees either directly recruited or on deputation/ contract/ part-time basis along with their near relatives are prohibited from applying/participation in this tender

8.9 Termination for Administrative reasons:

The Tender inviting authority by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its administrative reasons. The notice of termination shall specify that termination is for the Tender Inviting Authority administrative reasons, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

8.10 Severability:

If any term, provision, covenant or condition of this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect

8.11 Interpretation

Words indicating persons or parties shall include firms or any organization having legal capacity to supply Nutritious/Supplementary Food Items. Words indicating the singular also include the plural and vice versa where the context requires. Words indicating one gender also include other gender.

8.12 Communications

All instructions, notices or written orders to be given to the approved bidder, by the Director or his representative, or to Concerning Authority, shall either be delivered by hand against written acknowledgement of receipt, or to be sent by an email or registered/speed post. The addresses for the receipt of such communications shall be as stated in the bid.

8.13 Amendment/Addendum:

At any time prior to the deadline for submission of bids, the Director, Women and Child Development Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have submitted the bidding documents will be notified of the amendment in by email/website, and will be binding on them.

In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Director, at its discretion, may extend the deadline for the submission of bids.

8.14 Errors in tender document:

While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.

8.15 Savings Clause:

No suit, prosecution or any legal proceedings shall lie against Women Child Development Department or the Districts or any person for anything, which is done in good faith or intended to be done in pursuance of bid.

8.16 Indemnification:

The approved bidder shall be liable to completely indemnify and keep the Women Child Development Department or the Concerning Authority indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the Society on account of any acts of omission/ commission by the approved bidder and which are punishable under the provisions of various Laws enacted by the State Government of Chhattisgarh including the Acts/ Rules as amended from time to time.

8.17 Cancellation of Contract and Black list:

In the following circumstances the contract shall be cancelled and approved bidder will be black listed apart from forfeiture of the security deposit.

- a. Non submission of bills along with necessary documents within the stipulated time three times during one-year period.
- b. If it is noticed that the selected bidder was already black listed and not eligible at the time of this tender, the agreement with such selected bidder will be cancelled besides forfeiture of security deposit, black listing and recovery of consequential losses, if any, sustained by the Women Child Development Department or the Concerning Authority on calling of another tender, etc. as the case may be.
- c. Any other violation of the agreement conditions.

Annexure 1– Technical Bid Document

Sr.	Particulars	Details		
1	Name of the firm:			
2	a. Year of Starting the Firm:			
	b. Registration No.& Date:			
3	Complete Address of the firm /Organization:			
	Pin Code			
	Contact Phone No. Fax No.			
	e-mail:			
4	PAN No:			
5	GST No:			
6	Turn-Over			
	For F.Y.2019-20:			
	For F.Y.2020-21:			
	For F.Y.2021-22:			
7	Have you filed the Income Tax Returns for the last 03 financial years	Yes/No		
	Provide details of Last 3 Years	Turnover	Net Profit	Net Worth
	FY 2019-20			
	FY2020-21			
	FY2021-22			
8	Names of the major customers during the last three years	Year	Organization	Contract Value
9	Existing customers to which the bidder is supplying food provisions as on date:	Year	Organization	Contract Value
10	Special Accreditations or Awards, if any:			
11	Bank account details			
12	Tender Application Fee: Number, date of DD and amount.			

I / We hereby declare that the information furnished above is correct. In case, any of the information furnished above, either in full or in part, is at any stage, found to be in correct, our bid shall stand to be cancelled or if contract has been awarded, the same shall stand terminated and the EMD shall be forfeited.

(Authorized Signatory)
Full Name and
Designation with Official
Seal

Annexure 2 – Checklist

The following checklist of documents must be mandatorily uploaded in the e-Procurement platform in support of the Technical Bid. Any omissions made by the tenderer intentionally or unintentionally could be liable for rejection. Before submission, the tenderers must verify each item and mark at the appropriate place Yes / No.

Sr.	Particulars	Desired Document	Attached	Attachment No.
1	Proprietorship Concern, Partnership Firm duly registered under the Indian Partnership Act, Company incorporated under the Companies Act, Trust registered under the Trust Act, Limited Liability Partnership	For Proprietorship: License to operate coaching under the relevant law. Partnership: Registration Certification issued from Registrar of Firms Society: Registration Certification issued from Registrar of Societies and its bye-laws Trusts: Proof of Registration of Trust issued by the Registrar of Trusts and trust deed Company: Certificate of Incorporation issued by the Registrar of Companies, Memorandum and Articles of Association LLP Registration Certificate issued by the Registrar of Companies	Yes / No	
2	Engaged in business of manufacture and supply of Nutritious/ Supplementary Food Items for the last 3 financial years	MSME Registration/Udyam Registration / Udyam Aakanksha/Production certificate issued by DTIC/Directorate of Industries any other document issued by Government authority clearly proving the engagement in business for the specified period	Yes / No	
3	Turnover from manufacture and supply of Nutritious/ Supplementary Food Items during the Financial Year 2019-2020, 2020-2021 and 2021-2022	Audited Financial Statements with all annexures for Last Three financial Years. For turnover from manufacture and supply of foods Items: A separate certificate from a Statutory Auditor certifying turnover from manufacture and supply of Nutritious/ Supplementary Foods Items.	Yes / No	
4	Experience of supplying of Nutritious/Supplementary Food Items to any Central/State government organization/ department/ PSU.	Copy of work order with work completion certificate and experience certificate from the relevant competent authority clearly specifying the Department, year and value of supply.	Yes / No	

5	Safety Registration	Copy of FSSAI Registration Certificate and other applicable certificate deem fit for material.	Yes / No	
6	Valid PAN of organization or proprietor (as applicable) / Goods and Service Tax Registration	Copy of PAN Card of organization or proprietor (as applicable) Goods and Service Tax Registration Certificate and valid printout of GST returns for last 3 months from the GSTN Portal Copy of Income Tax Returns for last 3 financial years Bidder must have GST of Chhattisgarh state	Yes / No	
7	Net Worth	Net – worth certificate by Charter Accountant/Competent Authority.	Yes / No	
8	Blacklisting	Notarized Affidavit by authorized person	Yes / No	
9	Power of Attorney	--	Yes / No	
10	General Declaration	--	Yes / No	

Annexure 3– General Declaration
(to be printed in letter head of Tenderer)

Date:
Place:

To,
The Director
Women and Child Development Department,
Government of Chhattisgarh

Respected Sir/Madam,

I / We do hereby undertake supply of Nutritious/Supplementary Food Items to the Office of Child Development Project Officer in various districts of Chhattisgarh confirming to the terms and conditions in the tender document.

In the event of my/our offer being accepted, I shall abide to the terms and conditions of the Tender and shall execute the contract as per conditions therein.

I / We have understood the requirements of the Director, Women and Child Development Department the details of the Nutritious/Supplementary Food Items to be supplied and have carefully understood the conditions of contract with all the stipulations of which I/We agree to comply.

I/We further agree that I/We would not withdraw this tender either in full or in part. If by chance, I/we have to withdraw the offer, I/we agree that we will be liable for adverse action including blacklisting by the Director, without any notice to me /us.

I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/Our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;

I/We further confirm that none of the Proprietor/ firm / Organization / Board Members of our firm have been blacklisted/banned/suspended by any of the Governments in Chhattisgarh or other states in India.

I / We further confirm that in case, any of the information noted above is found to be incorrect, I / We will be liable for any action under the terms of the tender /contract including termination of the contract and forfeiture of the Earnest Money /Security Deposit.

Having fully understood the tender conditions and the above undertaking in this letter, we sign this.....Day of at.....

Yours faithfully,

Annexure 4– Format of Power of Attorney for Authorised Representative

POWER OF ATTORNEY

Know all men by these presents, We,(name of organization and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms.....son/daughter/wife..... and presently residing at..... who is presently employed with...../ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative"), with power to sub-delegate to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for Empanelment as vendor for supply of Nutritious/Supplementary Food Items selection Director, Women and Child Development Department, Government of Chhattisgarh and / or respective Concerning authority including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Contract with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, the above named principal have executed this power of attorney on this... Day of....., 2022

Witnesses: For
1. (Signature, name, designation and address)
2. Accepted
(Signature, name, designation and address of the Attorney)

Notes:
1. The mode of execution of the Power of Attorney should be in accordance with the procedure, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with required procedure.
2. Wherever required, the Applicant should submit for verification the extract of charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure 5 – Financial Bid Format
(to be printed on letter head of Tenderer)

To,
The Director
Women and Child Development Department,
Government of Chhattisgarh
Respected Sir / Madam,

1. I/We.....submit the Financial Bid for Empanelment of Venders for supplying Nutritious/Supplementary Food Items to the door steps of all the Office of Child Development Project Officer of District _____ through e-procurement platform.
2. I/We agree to supply Nutritious/Supplementary Food Items as per the specifications given in this tender document. I/We shall agree to supply the Nutritious/Supplementary Food Items free from any immature grains, insects or any other type of foreign material which is unfit for human consumption. Failing which, the Director, Women Child Development Department and/or Concerning authority reserves the right to initiate appropriate action.
3. I/We confirm that the rates quoted here has not exceeded the prevailing market rates/ whole sale prices or lowest quote of providing similar food products to any other department or organization anywhere in the country. If such quoting higher rates come to the notice at any time, during the Contract period, the Director, Women Child Development Department and/or Concerning authority reserves the right to initiate appropriate action.

Format of Price Bid

Sr.	Type of Nutritious/Supplementary Food Items	Price Per 10 Grams (amt in Rs.)	Price Per 10 Grams (amt in Rs. words)
1	Millets Chikki		
2	Mix Chikki		
3	Peanuts Chikki		
4	CoconutChikki		
5	Morenga Bar		
6	Millets Nutri Bar		
7	Millets and Oats Bar		
8	Ragi Protein Bar		
9	Multi Millets Nutri Bar		
10	Millets Choco Bar		
11	Makhana Bar		

Note:

- a. The rates quoted should be inclusive of all charges i.e all applicable taxes(GST/Taxes), transportation, Packing, Loading & Unloading charges, stacking in the Godown of concerned aaganwadi, Lab testing charges, all incidental & operational etc., compete for finished of item of supply to be made to the door step of each Office of Child Development Project Officer of Districts .
- b. Packing material delivered along with the supplies is the property of Office of Child Development Project Officer of Districts and the bidder shall not claim either the material or compensation for the packing material in any form.

Date:

Place:

Signature of the tenderer with office Seal

Annexure 6– Technical Specification

Sr.	Type of Nutritious/Supplementary Food Items	Ingredients	Protein (Per 100gm)	Calorie(Per 100gm)
1	Millets Chikki	Peanuts, Millet (Jowar, bajra, ragi), Jaggery	15.7	510
2	Mix Chikki	Peanuts, watermelon seeds, sesame seeds, Jaggery,	15.86	509
3	Peanuts Chikki	Peanuts & Jaggery,	17.55	498
4	Coconut Chikki	Coconut powder, elachi powder, Jaggery	3	8
5	Moringa Bar	Moringa, Cardamom, Dry Ginger, Jaggery	13.5	481.4
6	Millets Nutri Bar	Peanuts, Millet (Jowar, bajra, ragi), Jaggery	70	510
7	Millets and Oats Bar	Peanuts, Oats Jowar, ragi, Jaggery	9	460
8	Ragi Protein Bar	Peanuts, Pea Protein, ragi, Jaggery	20	485
9	Multi Millets Nutri Bar	Peanuts, Foxtail Millet Jowar, ragi, Jaggery	11	471
10	Millets Choco Bar	Peanuts, Jowar, Jaggery, Cocoa Powder	11	467
11	Makhana Bar	Makhana, Jaggery	5.56	498.78

ANNEXURE- 7
NOTARIZED AFFIDAVIT

I..... Son of ShriAge.....Resident of
..... being Proprietor/Partner/Director/Executive Member of proposr
..... do hereby solemnly affirm and state on behalf of Bidder:

- a) That the Agreement / Contract of Bidder itself and its Associate Company, Associate Concern, Associate Firm, Group Companies / Group Concern on account of any administrative and/or financial linkage (in short "Bidder") have never been foreclosed / debarred / blacklisted / disqualified / terminated / suspended / annulled/discontinued supply due to default of the Bidder in relation to manufacturing and supply of Supplementary Nutrition Food or concerning procurement under ICDS Scheme/suffered cancellation of Agreement/forfeiture of EMD Discontinuation of supply due to violation of any terms & conditions of Agreement by Central Government any State Government Department / Government Federations (in short "Government Entities").
- b) That no any particular or details given by the Bidder in any of bid /proposal to Government Entities was/is found to be inaccurate or incorrect or has not concealed the facts or has not made a misrepresentation or the certificate or any documents furnished by the Bidder was/is found fabricated and un genuine.
- c) That the Bidder was never involved in any corrupt and fraudulent practice in the past. The Bid/proposal of the Bidder was declared disqualified on account of misrepresentation and concealment of facts by any Government entities:
- d) That the Bidder including its Partners/Directors/Promoters/Members of executive Committee has never been convicted for imprisonment by Court of Law.
- e) I have examined the RFP document and understood its content and hereby submit our proposal for the aforesaid work. The proposal is unconditional and unqualified.
- f) Acknowledge that the authority will be relying on the information provided in the Proposal and the documents accompanying the proposal of the aforesaid work and we certify that all information provided in the proposal along with the supporting documents are true and correct, nothing has been omitted which renders such information misleading, and all the documents accompanying the proposal are true copies of respective originals.
- g) That in case any of the affirmation made by the Bidder, as aforesaid, is found to be incorrect or misleading either on inspection by Procuring Agency or on the basis of information received through other sources, such Proposal shall be liable to be rejected and in case agreement has been made, the same will be liable to be rescinded and the same will be without prejudice to any other consequences In addition to compliance of above minimum qualifying criteria the bid(s) shall be liable to be rejected, if it is established that

- a. If a bidder itself or being part of any entity group by way of administrative or financial linkage, who was declared blacklisted or debarred by any State / Central Government in relation to manufacture and supply of Supplementary Nutrition Food or any of their Agreement concerning procurement under ICDS Scheme has been annulled / foreclosed / discontinued terminated by the Government or Court of Law, such bidder(s) shall be treated as ineligible or disqualified for this tender process.
- b. The bidder has made misleading or false representation in the forms, statements or documents, submitted in proof of the fulfillment of qualifying criteria as above or has withheld any information / detail which may be material for award / performance of the Agreement.
- c. The bidder has past record of adverse performance such as abandoning termination foreclosure suspension of the Agreement.
- d. The bidder has not submitted all the supporting documents or has not furnished the relevant details as per the prescribed format.
- e. The bidder has ever been de-registered or debarred or blacklisted or disqualified for manufacture and supply of supplementary nutrition food or his Agreement has ever been foreclosed / discontinued / terminated before the expiry of stipulated term of Agreement by any Court of Law or State / Central Government.
- f. Earnest Money/Security Deposit of the bidder has ever been forfeited for non-delivery of the ordered quantity and / or for non- performance of the Agreement in any other manner by any State / Central Government.
- g. Bids of two or more bidders having common Partner / Director / Member as on the date of submission of the bid.