



भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित, मुंबई.
National Co-operative Consumers' Federation of India Ltd.,
Mumbai Branch

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

६५, ६७, ६८, श्री सीताराम मिल्स कंपाऊंड, एन. एम. जोशी मार्ग, मुंबई - ४०० ०११.

65, 67 & 68, Shree Sitaram Mills Compound, N. M. Joshi Marg, Mumbai - 400 011.

Tele. Pbx : 2306 3834, 2308 1220 • Fax : 022 2308 7638 • Email : mumbainccf@gmail.com

NCCF/Tender/Mumbai/2020-21

Dtd:20.01.2021

Tender Notice

E-Tender floated by directorate of primary education, Maharashtra State (D.P.E.M.S) Mid day Meal Scheme (Mid day Meal scheme Cell), Dy. Director(Education), Pune Region Office premises 17, Dr. Babasaheb Ambedkar Road, Pune 411001.

NCCF, Mumbai Branch request proposal from registered vendors for supply of food grains in the schools attached to central kitchen under Mid-Day Meal Scheme in various districts of Maharashtra state. Total 7549 schools under central kitchen system in various cities of Maharashtra state. The contract is valid for 12 month. If necessary the period of contract can be reduced or can be extended as per the Govt on ward submission to Department.

Vendor is required to supply of food grains to schools in accordance with the standards and technical specifications as per the tender (Copy enclosed). 1. Moog dal 2.Masoor dal 3. Tur dal 4.Chavali 5.Matki 6.Whole Moog 7. Gram.

The vendor should not be currently blacklisted by any state/central government/PSU. The vendor should submit a self-certified letter head by the authorized signatory, that the bidder has not been blacklisted by any central/ State Government/Public sector undertaking or under a declaration of ineligibility for corrupt or fraudulent practices. And the same must be on Rs. 100/- Stamp paper.

Tender will be offered two cover system

1. Technical Bid
2. Commercial Bid

Important Dates:

Bid submission last date:25/01/2021 04:00 PM

Sample submission last date:25/01/2021 04.00PM

Preparation of Technical Bid:

Vendor should submit all relevant documents mentioned in the department tender in sequence in sealed cover.



All the documents should be duly signed and sealed. Without sign and seal document will not be considered.

Vendor should submit bank solvency certificate of Rs 1.00 Crore (Rupees one crore only). The solvency certificate shall be issued by the Nationalized/Scheduled Bank.

Bid Security/ Earnest Money Deposit (EMD):

1. **1.72 Crore** (Rupees one crores seventy two lakh only) by the way of RTGS/NEFT as a EMD.(Refundable and EMD will not carry any intrest).
2. Cost of Blank Tender form Rs. 50,000(Fifty Thousand only) Non-Refundable
3. Sample Testing Fee Rs. 50,000(Fifty Thousand only) Non-Refundable.

Along with addition Rs 15,000(Fifteen thousand) Non-refundable for testing the samples for NCCF. Bank charges if any will be borne by successful bidder.

Total Amount EMD Rs 1,73,15,000 (one crore seventy three lakh fifteen thousand only).

If EMD is not submitted within prescribed date the bid will be rejected by NCCF as non –responsive.

Bank Details are furnished below.

Name of Account: **NCCF OF INDIA LTD**

Account Number: **1051864124**

IFSC Code Number: **CBIN0280603**

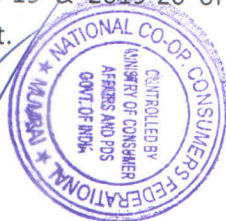
MICR No : 400016019

Branch : Central Bank Of India, Delisle Road Branch, Mumbai

The vendor has to submit undertaking on Rs 100 stamp paper within 15 days of letter of acceptance a performance security of 3% of total value of contract for supply in form of Fixed Deposit or cash deposit to NCCF for the onward submission of Bank guarantee to the Department. The bank security amount will not carry any intrest.

Other Conditions for technical qualification.

1. Minimum average annual turnover in last three years 2017-18, 2018-19 & 2019-20 of the firm shall be 90 Crores.
2. Audited Balance sheet along with Income Tax returns.
3. Vendor has to submit the 3 sets of sample each sample of 500gm packed in polybag.(1+1+1)
4. The sample and the materials should be in compliance with the Food Safety and Standards Act, 2006 and other quality specifications. Samples which do not confirm the specifications prescribed by the department Bid will be summarily rejected.
5. The Preference will be given to consumer cooperative societies.
6. Bidder should have transportation and storage infrastructure facilities in the state of Maharashtra.
7. Bidder should have experience in the year 2017-18, 2018-19 & 2019-20 of Rs 35 Cr in grocery supply in the state of Maharashtra Govt department.



Financial Bid:

Only technically qualified vendor is eligible to open the financial bid.


Vendor has to submit the commercial bid in specified format given by the department on company letter head duly signed and sealed by the authorised person. Without seal and sign in prescribed format bid will be liable for rejection. The rates of commercial envelope must be stated in Indian Rupees only.

Other terms and conditions

All the terms and conditions will be remaining same as per the tender form of the department.

Bids of bidders who have legal cases pending against NCCF or filed by NCCF will not be considered.

NCCF, Mumbai Branch reserves all the right to accept or reject bids received from the registered vendors of NCCF, without assigning any reason.


Branch Manager
NCCF, Mumbai



DIRECTORATE OF PRIMARY EDUCATION,
MAHARASHTRA STATE (D.P.E.M.S.)
(MID DAY MEAL SCHEME)

(Mid-Day Meal Scheme Cell), Dy. Director (Education), Pune Region
Office Premises 17, Dr. Babasaheb Ambedkar Road, Pune 411001)

REQUEST FOR PROPOSAL

FOR

**Supply of food grains in the schools attached to central
kitchen under Mid-Day Meal Scheme in various districts
of Maharashtra state.**

TABLE OF CONTENTS

1. DEFINITIONS.....	4
2. INVITATION TO TENDERS (NIT)	5
2.1. Important dates	5
2.2. Important information	6
2.3. Address for correspondence.....	8
2.4. General terms and conditions of bidding.....	9
3. INTRODUCTION	10
4. SCOPE OF WORK	10
5. BID PREPARATION.....	11
5.1. Qualification criteria.....	11
5.2. Technical bid	12
5.3. Financial bid	15
6. BID SUBMISSION	17
7. BID OPENING AND EVALUATION	20
7.1. Bid Opening.....	20
7.2. Bid liable for rejection	21
7.3. Evaluation and comparison of bids.....	22
7.4. Award of contract	22
7.5. Notification of award:.....	23
8. GENERAL CONDITIONS OF CONTRACT.....	23
8.1. Method & procedure of supply	23
8.2. Inspection and laboratories testing.....	25
8.3. Substandard / defective supply and penalty	25
8.4. Penalty for late supply	26
8.5. Packing and transporting.....	26
8.6. Transit risk.....	27
8.7. Bills and payments.....	27
8.8. Performance security.....	27

8.9.	Price variation.....	28
8.10	Governing law.....	28
8.11	Disputes.....	28
8.12	Permits, fees, taxes.....	29
8.13	General obligations of the contractor.....	29
8.14	Force Majeure	30
ANNEXUREA: Technical Specification.....		31
ANNEXURE B: FORMAT OF COMMERCIAL BID.....		41
ANNEXURE C: FORMAT OF SELF CERTIFICATE		44
ANNEXURE D: AGREEMENT OF FOOD GRAINS AND PULSES		45
ANNEXURE E : DISTRICT WISE CITIES AND SCHOOLS		48

1. DEFINITIONS

Whenever used in this RFP, the following terms shall have the respective meaning given to them below:

- i. **"Accepting Authority"** shall mean Director Education (Primary), Directorate of Primary Education, Maharashtra State, Pune.
- ii. **"Bidder"** shall mean the agency/firm/organization who is interested to purchase the tender document and then would like to submit the offers as prospective bidder.
- iii. **"Contract"** shall mean the agreement entered into between the DPMS and the contractor as recorded in the contract form signed by the parties which shall adopt the **General conditions of contract** as stated in this RFP document and shall include all attachments, the notice of tender, the sealed quotation and the tender documents including the tender and acceptance thereof together with the documents referred to therein, & the accepted conditions with annexure mentioned therein including any special conditions, specifications, priced schedule. All these documents taken together shall be deemed to form one contract and shall be complementary to one another. Contract is deed of contract together with its entire accompaniment and those later incorporated in it by internal consent.
- iv. **"Contractor"** shall mean the individual or firm or company whether incorporated or not, undertaking the work & shall include legal representative of such an individual or persons comprising such firms or company as the case may be and permitted, assigns of such individual or firm or company.
- v. **"Contract period"** means period specified in the tender document for entire execution of contracted works from the date of notification of award.
- vi. **"Contract sum"/"Contract price"** shall mean the sum for which the tender is accepted.
- vii. **"Day"** shall mean a day of 24 hours from midnight to midnight irrespective of the number of hours worked in any day in that week and working day means school working day excluding holidays.
- viii. **"Designated places"** shall mean the final place of delivery as notified by the Government of Maharashtra within the education regions and specified under the supply order/ delivery schedule where the contractor shall deliver **food grains**

- ix. **“DPEMS”** shall mean Director Education (Primary), Directorate of Primary Education, Maharashtra State, Pune and the competent authority shall be Director Education (Primary), Directorate of Primary Education, Maharashtra State, Pune.
- x. **Educational Districts** shall mean 35 jurisdictional districts. Although in Maharashtra state there are 36 Districts for Midday Meal Scheme, Mumbai City and Mumbai Suburban districts are clubbed together.
- xi. **“Material”** shall mean the food grains, pulses meeting the technical specifications of the material listed in Annexure A to the RFP Document.
- xii. **“Cereals and Pulses”** shall mean the food grains, pulses meeting the technical specifications of the material listed in Annexure A to the RFP document.
- xiii. **“Specification”** shall be means the specifications referred in the **Annexure A** attached to the tender document

2. INVITATION TO TENDERS (NIT)

E - Tender for supply of food grains in the schools of where central kitchen facility is available under Mid-Day Meal Scheme, is invited by the Director, Primary Education, Maharashtra State, Pune (DPEMS), from eligible bidders. The details of the supply location will be specified in the supply order/delivery scheduled issued to the contractor.

2.1. Important dates

The RFP document can be downloaded from the website: <http://mahatenders.gov.in>
The prospective bidders will be authorized to download the tender forms from the website only after the bidder has deposited online cost of blank tender forms to DPEMS as mentioned below. The prospective bidders shall finally upload the completed tenders on the website before stipulated time.

S. No	Event	Details/ Target Date
1	Reference Number of RFP	
2	Purpose of RFP	Appointment of Contractors
3	Tender Release	From. Dt. 07/01/2021 at 11.00 AM online only.
4	Tender Sale/Purchase	From 07/01/2021 at 11.00 AM up to 28/01/2021 at 11.00 AM
5	Date for Pre-Bid Meeting	14/01/2021 at 11.30 AM
6	Bid Submission	From 07/01/2021 at 11.00 AM up to 28/01/2021 at 11.00 AM
7	Submission of Samples, Demand Draft For Sample Testing	From 18/01/2021 at 11.00 AM up to 28/01/2021 at 11.00 AM
8	Date of Technical Bid Opening	28/01/2021 at 04.00 PM
9	Date of Commercial Bid opening	10/02/2021 (if possible)

2.2 Important information

- a) **Name of Work:** supply of food grains in the schools of where central kitchen facility is available under Mid-Day Meal Scheme in various districts of Maharashtra state.
- b) **Place of Supply:** Total **7549** schools under central kitchen system in various cities of Maharashtra state. Name of the cities mentioned in Annexure- "E"
- c) **Estimated Cost: 245 Cr.**

The Estimated Cost mentioned in tender document may vary by no of beneficiaries.

- d) **Time Limit for Supply and frequency of Supply:** Supply should be made within 20 working days from each supply order. The contractor is expected to supply materials for the period as decided by Government of Maharashtra for which supply order will be issued by Education Officer (Primary) of concern district.
- e) **Bid Security/ Earnest Money Deposit:(EMD)**

Bidders need to pay Rs. 1.72 Crore (Rupees one crore seventy two lakh only) as Bid security by RTGS/NEFT in the favour of "DY DIRECTOR (A AND F) MDM CELL DPMS PUNE 1" in following account.

BANK Name :- Indian Bank

Account No :- 6878118193

IFSC CODE :-IDIB000P087

No concession / exemption will be allowed regarding submission of EMD to any prospective bidder.

- f) **Validity of Bid:** 120 working days from the last date of submission.
- g) **Validity of the contract and Rate:** The contract is valid for 12 month. If necessary the period of contract can be reduced for the administrative purpose or can be

extended by the Govt. for the sake of continuity in the supply and to avoid disruptions in supply .

- h) **Cost of blank tender form:** Rs. 50,000/- (Non Refundable) to be deposited online.
- i) **Submission of samples:** The bidder should submit complete set of samples as per specification prescribed in Annexure-A of the tender document and The prospective bidder is required to submit demand draft of Rs. 50,000/- (Fifty thousand rupees only) and drawn on any Nationalized bank/Scheduled Commercial Bank in favour of **“DY DIRECTOR (A AND F) MDM CELL DPEMS PUNE 1”** payable at Pune towards the expenses for sample testing at DPEMS, Mid-Day Meal Scheme Cell), Dy. Director (Education), Pune Region Office premises, 17, Dr. Babasaheb Ambedkar Road, Pune 411001 from dt. 18/01/2021 at 11.00 AM up to 28/01/2021 at 11.00 AM . Failing this will cause a rejection of bid as non-responsive.

Bidder should submit samples in two sets only. One set of sample will be sent to laboratory for testing. In case of failure to submit samples and receipt of deposit as mentioned above, the bid uploaded by bidder will be treated as non-responsive and will not be opened. If the samples submitted by bidder fails / does not confirm to the specification of the department in laboratory testing the bid submitted by bidder will be rejected as non-responsive.

2.3. Address for Correspondence

(Mid-Day Meal Scheme)
Directorate of Primary Education, Maharashtra State (D.P.E.M.S.)
Dy. Director (Education), Pune Region Office Premises,
17 , Dr. Babasaheb Ambedkar Road, Pune – 411001.
Phone: 020-26128157 Email: mdmdep@gmail.com

Note: For Any Queries regarding e-tendering please contact Helpdesk No.:0120-4001002/4001005/6277787 email id: support-eproc@nic.in

2.4. General Terms and Conditions of Bidding

- 2.4.1.** DPEMS reserves the right to vary above time-frame at its absolute and sole discretion if the need arise. All dates mentioned in section 2.1 are tentative dates.
- 2.4.2.** From the date of RFP issue through the date the contract is executed, communication with any DPEMS personnel or members regarding this RFP and the corresponding procurement other than the designated contact person listed in the RFP instructions is prohibited.
- 2.4.3.** Any costs incurred in responding to this request for proposal shall not be reimbursed.
- 2.4.4.** DPEMS may, at its discretion, waive any minor non-conformity or any minor irregularity in an offer. This shall be binding on all bidders and DPEMS reserves the right for such waivers. DPEMS reserves the right to scrap the tender at any stage without assigning any reason.
- 2.4.5.** DEPMS reserves the right to accept or reject any or all proposals received as a result of this request, or to negotiate with lowest (L1) qualified tenderer, or to cancel in part or in its entirety this RFP, if it is in the best interest of DEPMS.

3. INTRODUCTION

In Maharashtra state children from 1 to 8 standard are provided Mid-Day Meal in the 86499 schools. Out of which 7549 schools are under central kitchen. The supplier appointed by the tender is to supply the required food grains to the schools under the central kitchen. The details of the number of cities and number of schools are mentioned in Annexure- "E". As per the above details, the supplier are required to supply food grains to schools in accordance with the standards and technical specifications mentioned in Appendix-A.

1. Moog dal 2. Masoor dal 3. Tur dal 4. Gram, 5. Chavali, 6. Matki, 7. Whole Moog

Government has intention to appoint a contractor / supplier for supply food grains as per the demand through this tender.

3.1. Issuer

In all the contents mentioned anywhere in this tender the employer as well as the competent authority is Director Education(Primary), Directorate of Primary Education, Maharashtra State, Pune (DPEMS).

3.2. Scheme Coverage

The Mid-Day Meal Scheme and the scope of this RFP covers a Total 7549 schools are serving by central kitchen system in Maharashtra State. The details of the number of cities and number of schools are mentioned in Annexure- "E". The demand order will be issued by the Education officer (primary) of concern district level with school-wise distribution chart to contractor.

4. SCOPE OF WORK

4.1. Supply locations:

The supply locations of the food grains shall be at each school level as per supply order.

4.2. Brief description of material:

Technical specifications of the material attached to this RFP Document in **Annexure A**

4.3. Validity of Rates:

The rates quoted by bidder shall remain valid for one year from the date of issue of work order. These rates shall be valid for any increase or decrease in quantity.

5. BID PREPARATION

5.1. Qualification criteria

Qualification of the prospective bidders shall be to ensure that the price bid of the tender will be opened only of those bidders who shall fulfill the qualification criteria mentioned below and also other require details in the bid documents.

- (I) The bidder should have financial capacity to carry out the work and therefore the bidder should have achieved average annual turnover of **172 Crore** during financial years 2017-18 and 2018-19.
- (II) The bidder should have experience of supply of food grains and condiments work with Govt. departments and therefore the bidder should have achieved a minimum average turnover of 10 % of above turn over (as per 5.1(I)) in the financial year 2017-18 & 2018-19 with some Government department(s) for supply. Means the total **34.4 Crore (total for 2 years)** turnover in the financial year 2017-18 & 2018-19.
- (III) The bidder should have license / certificate under Food Safety and Standard Act, 2006 issued by the Department Of Food And Drug Administration or any other competent authority supply of such eatable items. (Clearly mention as Supplier/Distributor/Retailer)

(IV) The bidder shall be competent and capable of performing such type of work mentioned in the tender. Every bidder shall have to submit EMD along with the offer. Earnest Money Deposit (E.M.D.) exemption certificate shall not be considered to anyone

(V) Bidder should submit 2 no's of each items with 500 grams of quantity of samples duly packed & four side sealed in transparent polybag. Samples as per specification mentioned in Annexure-A along with tender as below.

1. Moongdal 2. Masoor Dal 3. Turdal 4. Gram 5.Chavali 6. Matki 7.Whole Moong

(VI) The bidder should not be currently blacklisted by any state/ central government/ PSUs as on the bid submission date;

a. The bidder should submit a self-certified letter on their letter head by the authorized signatory of the bidder, that the bidder has not been blacklisted by any Central / State Government (Central/State Government/ Public Sector undertaking) or under a declaration of ineligibility for corrupt or fraudulent practices.

b. And Affidavit of the same must be on Rs.100/- Stamp paper.

5.2. Technical Bid

(i) Bidders would be pre-evaluated on the submission of the documents and the samples meeting the specifications prescribed. In pursuance thereof bidder has to upload following documents in the form of scanned and zipped files and in envelope number one of the Bid which shall form the **Technical Bid** for this RFP.

I. Scan copies of receipt of deposit of amount for EMD.

II. Scan copy of receipt of sample submission as per 5.1(v) at DPMS office.

III. Scan copies of receipt of D.D. for sample testing fees.

IV. Company profile / firm profile including the certified and legible copies as the case may be as follows:

- (i) If the participant is a partnership firm then copy of partnership deed.
 - (ii) If it is co-operative society then copy of constitution.
 - (iii) If it is registered company then copy of memorandum and article of association.
-
- V. Audited balance sheets and financial statement along with audit report for 2017-18 & 2018-19.
 - VI. Pan Card
 - VII. Goods & Service Tax Registration Certificate (GST).
 - VIII. Company/Firm registration.
 - IX. The bidder should have license/certificate under Food Safety and Standard Act, 2006 issued by the Department Of Food And Drug Administration or any other competent authority the required items as mentioned in 5.1(III).
 - X. The certificate issued by CA showing supply of food grains turnover per annum for financial year 2017-18 and 2018-19.
 - XI. Audited balance sheet for 2017-18 & 2018-19 with financial statement along with audit report with valid UDIN number.
 - XII. Income tax return and computation of total income for financial year 2017-18 & 2018-19.
 - XIII. GST Returns (GSTR1 and GSTR3B) for the month of March-2018 and March-2019.
 - XIV. The Bidder should have Certificate of CA with valid UDIN number to show experience of supply of food grains and condiments with Govt. departments and therefore the Bidder should have achieved a minimum average turnover

of 10 % of above turn over (as per 5.1(II)) in the financial year 2017-18 & 2018-19.

- XV. To be in the business of procuring/selling/supplying food grains;
- a) Details of work orders / agreements with details of projects / government, public undertakings in the year 2017-18 & 2018-19 and details of project / work cost, duration and geographical scope of work.
 - b) The certificate of satisfactory completion of work mentioned in XV 'a'.
 - c) Valid UDIN certified by the Chartered Accountant for the supply and transportation of food grains from government / government undertakings for at least 10 per cent of the minimum average turnover amount for the financial years 2017-18 and 2018-19 mentioned in No. 5.1 (II). Certificate with UDIN) number. The amount of turnover mentioned in its affirmation is the amount of turnover mentioned.
- XVI. The bank solvency certificate of Rs. 1.72 Crore (Rupees One Crore Seventy Two Lakh only). The bank solvency certificate shall be issued to the bidder by the Nationalized / Scheduled bank.
- XVII. Self-certified declaration for transportation arrangements & undertaking from truck owners / transporter that they will provide the necessary trucks for transportation of food grains in the districts of state of Maharashtra. Bidder should have minimum number of vehicles for transportation of food grains to school. If agreement made with transporter then, all documents of vehicle should be submitted with tender i.e. RC Book, FSSAI certificate of transporter mentioning vehicle number.
- XVIII. **Black Listing** - The bidder should not be currently blacklisted by any state/ central government/ PSUs as on the bid submission date. The bidder should submit a self-certified letter on his letter head by the

authorized signatory of the bidder, that the bidder has not been blacklisted by any Central / State Government (Central/State Government/ Public Sector undertaking) or under a declaration of ineligibility for corrupt or fraudulent practices and Affidavit of the same must be on Rs.100/- Stamp paper.

XIX. All the above documents should be duly notarized. Non notarized documents will not be considered.

XX. The tenderer is required to submit the tender on behalf of the organization, attend the meeting, sign by the person duly authorized to sign on behalf of the bidder. Authorization letter must be attached. All tender documents (including corrigendum) must be signed by the person authorized by the bidder for signing the tender.

5.3 Financial Bid

The financial bids of bidders, who do not pass through qualification of technical bid including laboratory sample testing, shall not be opened and a note to that effect will be made.

The bidder should quote his offer duly signed in terms of lump sum unit rate per kilogram in Annexure B of tender documents in commercial / financial bid as per instructions given below:

- (i) Prices of food grains in commercial envelopes should be mentioned for supply to every school mentioned in Annexure-“E”. The rate in the commercial envelope must specify the rate for one kilogram of food grain.
- (ii) The rates should be mentioned in the commercial envelope in a legible and clear manner and there should be no over writing. The rates will remain the same for the entire state. Rates should be mentioned in English digits only.

- (iii) Rates of all food grains items should be mentioned in the commercial envelope. The commercial bid submitted for the lesser items will be deemed invalid and the tender of that tenderer will be cancelled.
- (iv) The rates for all food grain items in the commercial envelope must be stated in Indian Rupees. Also, all payments payable as per tender will be done in Indian Rupees.
- (v) The rates submitted by the bidder in a commercial envelope / agreed upon at the end of the negotiation, period will be applicable for the entire contract period and if extended. Also, these rates will be equally applicable to any increase or decrease in the amount of work in the tender. The tenderer should submit the rates in a commercial envelope as per the above discretion.
- (vi) The rates in the commercial envelope should be mentioned along with all taxes, duties, fees and transportation cost and incidental expenses at school level.
- (vii) The commercial envelope must bear the signature of the bidder with seal.
- (viii) No additional cost or reimbursement will be allowed / payable by the Director Education (Primary) for loading, unloading, retention of goods etc. in addition to the rates submitted / negotiated at the end of negotiation for supply of food grains to the bidder.
- (ix) The rate in the commercial envelope must be stated unconditionally. Such commercial envelope will be deemed inappropriate if any terms, conditions or comments are mentioned regarding rates and ancillary matters.

6. BID SUBMISSION

6.1. General Instructions

- (i) Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- (ii) The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the EMD.
- (iii) In order to participate in the bidding process, bidders should adhere to the timelines specified in the NIT and follow the procedure described in this RFP, as amended from time to time for submitting their bids. A failure to do so may result in the bid being eliminated at the examination stage as non-responsive. The documents comprising the bids are listed in herein.

6.2. Pre bid Meeting

During the Pre-bid meeting, the prospective bidders shall have liberty to ask any additional information or clarification in writing regarding RFP and the reply to the same will be given by the DEPMS and the same will be published on official web site. This clarification shall form part of bid documents as an Addendum and which will also be common and applicable to all bidders. Addendums issued if any by DPMS will form part and parcel of the bid document.

6.3. Language of Bid

The language of bid shall be English.

6.4 Documents comprising bid

- (i) The bid shall comprise of technical bid and commercial bid. The technical bid shall consist of all the documents as described herein. The commercial bid shall be filled in the format as per instructions given in 5.3 and as attached in Annexure B of this RFP in commercial envelope no. 2
- (ii) The bid to be prepared by bidder shall comprise of the form of bid and appendices thereto, the bid security, the samples supplied by the bidders, the expenses towards the sample testing, the information on eligibility and qualification. Relevant information and any other material required to be completed and submitted in accordance with the RFP embodied in bid document and standard contract document.
- (iii) The bidder shall be responsible for the submission of sufficient documentary evidence in connection with the technical qualification in the tender process. Relevant criteria page numbers should be mentioned in the tender for the documents to be submitted.

6.5 Earnest Money Deposit (EMD)

- (i) Rs. 1.72 crore (Rupees One Crore Seventy Two Lakh only) should be deposited by RTGS/NEFT and scan copy of receipt of the same should be submitted in technical envelope.
- (ii) If EMD is not submitted within prescribed date, the bid will be rejected by DPEMS as non-responsive.
- (iii) The EMD shall remain valid for a period not less than 6 months beyond the period for notification of award.
- (iv) After submitting the bid if the bidder withdraws his offer or modifies the same or if after acceptance of bid fails or neglects to furnish the performance security within prescribed time, without prejudice to any rights or powers of DPEMS here under or in law, DPEMS shall be entitled to forfeit the full amount of Earnest Money deposited by the bidder.

- (v) The amount of earnest money will be refunded without any interest to the unsuccessful bidders after the work order is issued to the successful bidder. The bid security of the preferred bidder shall be discharged when the successful bidder has furnished the required performance security.

6.6 Format and signing of bid

- (i) All pages of the bid document in original shall be signed by a person duly authorized to sign on behalf of the bidder. All pages of the bid where entries or amendments (including corrigendum) have been made shall be initialed by the person signing the bid.
- (ii) The bid shall contain no alterations or additions, except those to comply with instructions issued by DPEMS, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed sign by authorised signing authority.
- (iii) Notice or corrigendum published after the publication of the tender on the website of the Addendum section of the tender. Each page must be signed by the bidder or competent person authorized by the bidder.
- (iv) The bidder shall not alter, amend or include any form in the tender except in compliance with the instructions issued by the Director (Primary) for the tender.
- (v) If there is any amendment in the tender, it is mandatory to sign the amendment / change in place of such amendment / change through the competent authority authorized by the bidder.

6.7 Manner of Submission of Tender and its Accompaniments:

- (vi) The bidders shall place their bids online on <http://mahatenders.gov.in> The online trading system made available by <http://mahatenders.gov.in> as per the terms and conditions of the tender.

- (vii) Any bid by using the bidders username and the password shall be deemed to be an unconditional bidding of the bidder to whom such username and the password has been allotted by DPEMS, inter-alia, for the purpose of the bidding.
- (viii) The bidder shall be solely and fully responsible for all the activities that occur under such username and password.
- (ix) The user is therefore advised to check the username and the password before the bidding session and is advised not to disclosed it to anyone else so as to prevent misuse of the same.
- (x) The bidder is advised to check on the website before the tender process whether the username and password given to the bidder through the website are correct and working.

7. BID OPENING AND EVALUATION

7.1. Bid Opening

The bids will be opened on prescribed date and time as per 2.1 as intimated. The bidder/authorized representatives may remain present at the date, time and place stipulated in NIT.

Following procedure will be adopted for opening of bids. First of all information about number of bids received will be announced.

- 1) The number of bids / tenders received will be announced first.
- 2) Adequate response to the tender will be ensured for adequate competition in the tender.
- 3) The technical envelope of the tender will be downloaded and opened by the authorized officer to check the technical eligibility of the bidder's proposal.

- 4) State Purchase Committee & Appointed CA will be scrutinized and analyzed all documents submitted in the technical bid (Envelope) as per the instructions of the Director Education (Primary).
- 5) The Director Education (Primary) shall call the report of the samples of food grains submitted by the bidder through Government or Government Accredited (NABL) laboratories and obtain reports.
- 6) The technical qualification of the bidder will be determined as per the conditions in the technical envelope of the tender as per the documents and satisfactory laboratory inspection report of the food grains. The names of eligible, ineligible bidders in technical qualification will be declared.
- 7) The reasons for disqualification will be communicated to the bidder who is disqualified in technical qualification.
- 8) Commercial envelope of eligible bidders (as per the documents and satisfactory laboratory inspection report of the food grains) will be opened.

7.2. Bid Liable for Rejection:

The bid is likely to be rejected if on opening it is found that-

- i) The bidder has not strictly followed the procedure laid down for submission of bid.
- ii) The bidder has proposed a condition or additional conditions which are inconsistent with or contrary to the terms and conditions specified.
- iii) Additions, corrections or alterations made by the bidder on any page of the bid document, without affixing signature/initials.
- iv) Any page or pasted slips are missing.
- v) The bidder has not signed each page of the bid and the bid is not in specified format.
- vi) The bidder has not submitted the sample, sample testing fees, EMD and other all documents as stated in the tender documents.

vii) Samples of food grains as per tender have not been submitted by the bidder within the prescribed time limit.

viii) Not all the documents have been submitted in the tender as directed in the tender.

ix) In case of disqualification of the tenderer in technical qualification and in food grains laboratory testing.

x) Lack of signature on tender draft and corrigendum.

xi) UDIN not mentioned on specified document as per ICAI guidelines issued via gazette of GOI dated 2nd Aug. 2019.

7.3 Evaluation and Comparison of Bids:

DPEMS will compare the rates/ bids quoted by the bidder and following procedure will be adopted.

Calculating average rate of all item which is mentioned by bidder in commercial envelope. According to the commercial envelope, the average rate of each bidder will be compared and the bidder with the lowest average rate will be declared as the lowest bidder (L-1 Bidder).

7.4 Award of Contract

The bidders will be processed through the State Level Procurement Committee constituted as per the government resolution of the Department of Education dated August 27, 2018.

- I. Out of all the bidders who are eligible in technical qualification, the commercial envelope will be selected by the Director Education (Primary) for the approval of the contract with the minimum average rate as per the rate presented in Annexure-B.
- II. The Director Education (Primary) shall have the right to negotiate the rates submitted by the lowest bidder (L-1 Bidder).
- III. The Director Education (Primary) will submit a proposal to the Government / Project Implementation Committee for approval of L1 bidder after final negotiation.

- IV. After the Government approval the proposal and finalizes the tender, the Director (Primary) will take a decision to enter into an agreement between the Director (Primary) and the selected contractor as per the terms and conditions of Appendix-D of the tender.
- V. Supplier has to deposit required amount of Stamp Duty as per stamp duty Act 1958 Article 63.

7.5 Notification of Award:

Prior to the expiration of bid validity period or any such extended period, DPEMS will notify the successful bidder in writing by E-mail that his bid has been accepted. This letter (herein after called as letter of acceptance) shall declare the rates or terms of payment, which DPEMS will pay to contractor as prescribed in contract. The notification of award will constitute formation of contract along with the general conditions of contract as stated in this RFP. After signing the contract agreement, the work/supply order will be issued by the Director, Primary Education, Maharashtra State, Pune.

8 GENERAL CONDITIONS OF CONTRACT

8.1 Method & Procedure of Supply

- 8.1.1 The contractor has to supply the food grains at school level as per supply order issued by EO and as per the quantity mentioned in the supply order. This quantity will be based on actual expected consumption of material (based on past data)
- 8.1.2 The contractor should deliver the ordered food items in the schools within school working hours. If the supply is done in other than the specified period then it will not be accepted in any case.
- 8.1.3 The contractor should keep a certified (weight & measurement authority) electronic weighing scale in the vehicle which transports the food items.
- 8.1.4 The items should be weighed in front of the school authorities or SMC representative while off-loading, and the quantities should be recorded accordingly.

- 8.1.5 The employees who are engaged by the contractor to carry out distribution of food grains should possess identity card issued by the contractor and same should be certified by the concerned officers of the education department.
- 8.1.6 It is necessary for the contractor to get the receipt books for the food grains supplied by him as follows:
- a) Four colour receipts books with the Sr. No. printed on it, (1) Pink (2) Yellow (3) Blue and (4) White. Their will all be carbon copies of the receipt.
 - b) Name and Address of supplier / contractor, name of supply district, date of supply order, date of supply, vehicle number, name of authorized person of supply contractor, details of supplied food grains. Items (Name, Quantity, Number and Weight), and it is mandatory to print the date of acceptance of the goods, place of acceptance (school name and address), UDISE number, name of the authorized person accepting & designation, signature etc. on each receipt.
 - c) Out of these 4 colored receipts mentioned in 'a' the pink color receipt will be given to school at the time of supply by mentioning quantity, along with signature of school authority which accepts the supply as per weight.
 - d) The contractor should submit the yellow color receipt to the EO along with bills.
 - e) And blue and white colour receipt will remain with the contractor as his own copy.
- 8.1.7 The supply order will be given to contractor by EO with school wise distribution chart ("**Delivery schedule**").
- 8.1.8 It is mandatory to supplier that supply the food grains to the schools as per demand order given by EO
- 8.1.9 Bill / Invoice along with entry of goods received & page No. of stock register (on back side of Bill / Invoice) duly signed by Education Officers & Accounts Officers for supply of food grains. Bill / Invoice along with entry of goods received & page No. of stock Register (on back side of Bill / Invoice) duly signed by Block Education Officers & Superintendents (Mid-Day Meal) should be submitted for payment by supplier. Separate certificate will not be accepted.

8.2 Inspection and Laboratories Testing

- 8.2.1 Raw material supplied by the contractor shall be liable to be visually inspected by school level authorities as well as block /district level authorities.
- 8.2.2 The said raw material also be sent for laboratory testing at Government or NABL accredited laboratory.
- 8.2.3 In view of the limited capacity of existing labs for checking numbers of samples, the departments officials will be authorized to pick up samples from one school for lab testing from every Municipal corporation and Council area and send it for lab testing, at the expenses of the supplier/contractor.
- 8.2.4 All the cost of laboratory inspection of samples of food grains will be borne by the contractor.
- 8.2.5 Material with substandard quality or material not satisfying specifications or suspected to be sub-standard, can be rejected & the contractor will have to replace such goods at his own costs. In such a situation the expenses towards laboratory testing shall be borne by the contractor. Only after getting the quality analysis report from the laboratory, the payment of the items will be released.
- 8.2.6 If a sample of food grains fails in laboratory testing, then payment of that lot of food grains (particularly that items) will not be paid.
- 8.2.7 The contractor shall provide without any extra cost all materials, tools, labor and assistance of any kind which DPEMS may demand from him for any interim test and examination, and the contractor shall bear all costs attendant thereto.

8.3 . Substandard / Defective Supply and Penalty -

- 8.3.1 If the quality of the supplied items are found not good enough or not in accordance with the specifications at the time of supply, then contractor should arrange to change the same and replace it with as per specifications (Annexure A) within 7 days with no additional cost. If replacement of material is not made by the contractor, then such items can be procured from the open market by a decision of the school management committee (SMC) with prior permission of Block officials and the cost of the same will be recovered from the contractor bills.

- 8.3.2 If the quality of the items supplied, are found not fit for human consumption in laboratory testing, then contractor should arrange change the same and replace as per specifications (Annexure A) within 7 Days. At the same time at the same time payment of that lot of food grain (particularly that items) will not be paid. In the event of substandard supply, DPEMS has the right:
- (i) To cancel the order for the quantity not yet supplied by the contractor
 - (ii) Contractors will be blacklisted.
 - (iii) Filing of criminal action against the contractor for such substandard quality.
- 8.3.3 All rights for cancellation of the supply agreement or filing of FIR on the contractors or blacklisting of the contractor will be with the Director Primary Education, Maharashtra, Pune.
- 8.3.4 If department finds that the items supplied by a suppliers are consistently substandard and defective, department will have right to cancel the agreement of supply and to give the contract of supply to other supplier who is supplying good quality items in any district.

8.4 Penalty for Late Supply:

The contractor should deliver/supply the said food items within 20 working days from the supply order. If the contractor fails to supply within stipulated time, then a penalty of 1% on the value of late **supplied items** per week shall be applied. And the minimum limit of such penalty will be as below-

- i) Minimum penalty should be Rs. **5,00,000/-** for late supply of materials.
- ii) If the contractor fails to supply the goods on account of Force Majeure, the contract for indented quantity stands cancelled between contractor and DPEMS. In such cases DPEMS may issue another tender for purchase/ supply of the said quantities.
- iii) DPEMS will not be liable to any risk and cost, whatsoever, consequence upon such cancellation of the contract.

8.5 Packing and Transporting

- 8.5.1 The contractor shall be responsible for packing, loading, transporting and safe delivery of all the materials in accordance with the delivery schedule.

8.5.2 The packaging specifications are set out in technical specifications attached as **Annexure A to the RFP.**

8.5.3 The contractor shall provide such packing of the materials as is required to prevent damage or deterioration during transit till it reach to schools. The contractor shall be held responsible for all damages or loss due to improper packing till reach to designated schools as specified in the delivery order issued to contractor.

8.6 Transit Risk

The contractor is bound to send the food grains at the prescribed schools as stated in the supply/ work order issued to the contractor at his own risk and cost. The transportation cost and the transits risk are to be borne by contractor.

8.7 Bills and Payments

8.7.1 Generally running bills shall be prepared and processed for the payment. The contractor after receiving supply order with school wise distribution chart for supply of food grains material, he shall supply such items accordingly within 20 working days from the date of supply order. The contractor shall submit acknowledgement of delivery challan duly signed by authority of each school and verified by block officials. The bills shall be paid by Education Officer (Primary) of concern districts subject to the availability of grants from Government of Maharashtra is not responsible and cannot be held liable for any delay or non-availability of grants for the Mid-Day Meal scheme.

8.8 Performance Security

8.8.1 Within 21 Days of receipt of Letter of Acceptance, the successful bidder shall deliver to DPMS a Performance Security of 3% of total value of contract for supply in form of nationalized/ scheduled bank's bank guarantee.

8.8.2 In case of non-submission of bank guarantee within the stipulated time, 18% interest will be charged after 21 days and the interest will be recovered from the contractor bills.

- 8.8.3 Failure of the successful bidder to comply with the requirements of performance security shall constitute sufficient ground for cancellation of the award and forfeit of Earnest Money deposit.
- 8.8.4 EMD amount will be returned to the successful bidder only after receipt of performance security.
- 8.8.5 After successful completion of the contract and if there is no complaint about the contractor, the security deposit amount of the contractor will be returned to them after six months period by obtaining an NOC from education officer. The performance security shall carry no interest and no claim shall lie against DEPMS in respect of interest under any circumstances.
- 8.8.6 No interest will be payable to the contractor on the security deposit and under no circumstances will any claim be presented to the Director Primary regarding the interest on the security deposit.
- 8.8.7 If the contractor fails or neglects to observe any of his obligations under the contract, it shall be open to DEPMS to forfeit either in whole or in part, in its absolute discretion, the performance security furnished by the contractor towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by DEPMS. The decision of DEPMS in respect of damages, losses, charges, costs or expenses shall be final and binding on the contractor.

8.9 Price Variation

No price variation will be payable to the contractor during contract period & extended period if any

8.10 Governing Law.

The contract shall be governed by and construed in accordance with the laws and by-laws of India, the State of Maharashtra and the local bodies in district. All disputes arising under or in relation to this agreement shall be subject to jurisdiction of the courts in Pune only to the exclusion of other courts.

8.11 Disputes:

- a) If a dispute of any kind whatsoever arises between the contractor & DPEMS, the matter shall be referred in writing to the Additional Chief

Secretary/Principal secretary, school Education & sports department, Maharashtra State, mantralaya , mumbai .

b) The decision of the Additional Chief Secretary /Principal secretary school education & sports Dept. Maharashtra State, mantralaya mumbai shall be final & binding on both parties.

8.12 Permits, Fees, Taxes

Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, government fees and licenses necessary for the execution and completion of the works. The contractor shall pay all duties including excise duty, sales tax, works contract tax, local taxes, GST Income tax and other taxes and any other levies required by law including all taxes. DPEMS authorities will not take any responsibility of refund of such taxes/fees and in case of disputes between taxing authority and the contractor, DPEMS and its officers shall be indemnified by the contractor. Any violation, in the legal provisions of taxes, duties, permits and fees, carried out by the contractor and detected subsequently shall be the sole responsibility of the contractor and his legal heirs.

Further DPEMS shall not honor any claim arising out of any increase in any of the prevailing statutory duties, taxes, levies etc. as the same are inter-alia covered under the price variation clause. At the time of quoting /bidding contractor should bear the above fact in mind.

8.13 General Obligations of the Contractor

- (i) The contractor shall comply and abide in all respects with the provisions of all statues, Rules and Regulations applicable to the contractor's employees, labour and workers and to its sub-contractors including but not limited to the Minimum Wages Act, Employee State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1972, the Contract Labour (Regulation & Abolition) Act 1970, Workmen's Compensation Act, Payment of Wages Act, and the Rules made there under.
- (ii) The contractor shall directly obtain all licenses, permits, clearance from customs etc. required for the execution of the services. The contractor shall ensure that all drivers employed for transportation of the materials shall have valid driving

licenses and the vehicles have appropriate fitness certificates for operation of the vehicles.

- (iii) Pre intimation of food grain delivery schedule should be communicated to the concerned Head master /teacher of schools by SMS from supplier.

8.14 Force Majeure

- (i) In any of the force majeure circumstances, namely act of God, natural calamities, fire, Government of India's policy, Maharashtra State Government's policy, any restriction imposed by State/Central Government (excluding any stock limits), strikers or lockout by workers, war, military operations of any nature and blockades preventing the contractor from the performance of the contract, shall be extended for as long as these circumstances prevail. In the event of these circumstances, if the continuation takes place for more than three months, the party can have the right to refuse its contractual obligations without title to indemnification of any losses which may thereby sustain. The party which is unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract.
- (ii) A certificate issued by the respective department of government of maharashtra will be sufficient proof of the existence and time (gross) duration of such circumstances.

(D.G. Jagtap)
Director Education (Primary)
M.S. Pune -1.

Annexure A: Technical Specification

The bidder should, if applicable, submit their samples of all the food grains as per the rules and regulations and quality specifications as stated herein. In addition to the specifications stated herein, the samples and the materials should be in compliance with the Food Safety and Standards Act, 2006 and Food Safety and standards regulations and Rules, 2011 (together referred to as “FSS Act and Rules”) and Prevention of Food Adulteration Act, 1954 and rules (“PFA Acct and Rules”). Pursuant to acceptance of the proposal of contractor/ successful bidder by DEPMS, he is required to supply the goods as per rules and regulations and quality specifications prescribed by DEPMS in this section and these specifications have to be followed by the contractor strictly. The definitions of the various terms and interpretations are set out in Section A while the quality specifications prescribed against the food grains listed below are listed in Section B1 to B 7.

a)	Moog dal quality specifications	Section B1
b)	Masoor dal quality specifications	Section B2
c)	Gram quality specifications	Section B3
d)	Chawli quality specifications	Section B4
e)	Matki quality specifications	Section B5
f)	Whole Moong quality specifications	Section B6
g)	Tur dal	Section B7

Section A: Definitions

Definitions: - Whenever used in this contract, RFP or the special characteristics column in the charts below, the following terms shall have the respective meaning given to them below:

“Foreign Matter” means any extraneous matter other than food grain comprising of inorganic matter. The inorganic matter shall include sand, gravel, dirt, pebbles, stones, glass and metallic pieces, lumps of earth, clay and mud, animal filth. Organic matter shall include husk, chaff, straw, weed seeds and other inedible grains. Paddy shall be considered as foreign matter in commodities other than paddy.

- i. **“Damaged Or Discoloured Pulses”** mean those pulses that are internally damaged or discoloured due to heat, moisture, weather or microbes, to such an extent that such damage or discolouration materially affects the quality of the pulses.
- ii. **“Weeviled Grains”** means those grains that are partially or wholly bored or eaten by weevil or other grain insects.
- iii. **“Admixture”** means any pulses or grains other than principal pulses/ grain.
- iv. **“Slightly Damaged Or Touched”** means those kernels or pieces of kernels that are damaged or discoloured, superficially so as not to affect the quality of the material.
- v. **“Green Grains”** mean those pulses that are green in colour.
- vi. **“Brokers”** include pieces below 3/4 and above 1/4 of the full size of the split pulse.
- vii. **“Fragments”** means those pieces of kernels that are one fourth or less than the full size of the split pulse.
- viii. **“Partially Husked”** means kernels or pieces of kernels carrying husk on one sixteenth or larger portion.
- ix. **“Moisture”** means the loss in mass caused as a result of heating for two hours at 130 to 133 0C under specified conditions and expressed as percentage.

Section B1- Quality Specifications of DEPMS for MOONG SPLIT (Mogar) / MOONG DAL(Mogar) (Sortex Quality)

Dal Moong shall consist of split seeds of green grams (Phaseolus aureus Roxb, Phaseolus raditus). It shall be sound, clean, sweet, wholesome and free from unwholesome. It shall also conform to the following standards, namely :-

- | | |
|---|--|
| a) Moisture - | Not more than 14 percent by weight (obtained by heating the pulverized grains at 130 ^o C - 133 ^o C for two hours.) |
| b) Foreign matter -
(Extraneous matter) | Not more than 1 per cent. by weight of which not more than 0.25 per cent. by weight shall be mineral matter and not more than 0.10 per cent. By weight shall be impurities of animal origin. |
| c) Other edible grains - | Not more than 4 per cent by weight. |
| d) Damaged grains - | Not more than 5 per cent by weight. |
| e) Weevilled grains - | Not more than 3 per cent by count. |
| f) Uric acid - | Not more than 100 mg. per kg. |
| g) Aflatoxin - | Not more than 30 micrograms per kilogram. |

Provided that the total of foreign matter, other edible grains and damaged grains shall not exceed 8 per cent by weight.

Section B2 - Quality Specifications of DEPMS for Masoor Dal

Quality specifications as Defined below Effective from-----)

GENERAL CHARACTERISTICS :

Dal Masur shall consist of dehusked whole and split seed of the lentil (Lentil esculenta moench or lens culinaris Medik or Ervem lens linn). It shall be sound, clean, dry, sweet wholesome and free from admixture of unwholesome substances. It shall also conform to the following standards namely :-

- a) **Moisture** - Not more than 14 per cent by weight
(obtained by heating the pulverized grains at 130^o C -133^o C for two hours)
- b) **Foreign Matter (Extraneous Matter)** - Not More than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) **Other edible grains** - Not more than 2 per cent by weight.
- d) **Damaged grains** - Not more than 5 per cent by weight
- e) **Weevilled Grains** - Not more than 3 per cent by Count.
- f) **Uric Acid** - Not more than 100 mg per kg.
- g) **Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter other edible grains and damaged grains shall not exceed 7 percent by weight.

Section B3 - Quality Specifications of DEPMS for Gram

Quality specifications as Defined below Effective from-----)

GENERAL CHARACTERISTICS :

Chana whole shall be dried grains of gram (*cicer arietinum* Linn). It shall be sound, clean, sweet wholesome and free from unwholesome substances. It shall conform to the following standards namely :-

- a) Moisture** - Not more than 16 per cent by weight (obtained by heating the pulverized grains at 130⁰ C -133⁰ C for two hours)
- b) Foreign Matter (Extraneous Matter)** - Not More than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) Other edible grains** - Not more than 4 per cent by weight.
- d) Damaged grains** - Not more than 5 per cent by weight
- e) Weevilled Grains** - Not more than 10 per cent by Count.
- f) Uric Acid** - Not more than 100 mg per kg.
- g) Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter, other edible grains and damaged grains shall not exceed 9 percent by weight.

Section B4 - Quality Specifications of DEPMS for Chawli

(Quality specifications as Defined below Effective from -----)

GENERAL CHARACTERISTICS :

Chawli whole shall be dried grain of gram it shall be sound, clean, sweet wholesome and free from unwholesome substance. It shall conform to the following standards namely :-

- a) Moisture** - Not more than 16 per cent by weight (obtained by heating the pulverized grains at 130^o C -133^o C for two hours)
- b) Foreign Matter (Extraneous Matter)** - Not More than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) Other edible grains** - Not more than 6 per cent by weight.
- d) Damaged grains** - Not more than 5 per cent by weight
- e) Weevilled Grains** - Not more than 10 per cent by Count.
- f) Uric Acid** - Not more than 100 mg per kg.
- g) Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter, other edible grains and damaged grains shall not exceed 12 percent by weight.

Section B5 - Quality Specifications of DEPMS for Matki

(Quality specifications as Defined below Effective from -----)

GENERAL CHARACTERISTICS :

Matki whole shall be dried grain of gram it shall be sound, clean, sweet wholesome and free from unwholesome substance. It shall conform to the following standards namely :-

- a) Moisture** - Not more than 16 per cent by weight (obtained by heating the pulverized grains at 130^o C -133^o C for two hours)
- b) Foreign Matter (Extraneous Matter)** - Not More than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) Other edible grains** - Not more than 6 per cent by weight.
- d) Damaged grains** - Not more than 5 per cent by weight
- e) Weevilled Grains** - Not more than 10 per cent by Count.
- f) Uric Acid** - Not more than 100 mg per kg.
- g) Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter other edible grains and damaged grains shall not exceed 12 percent by weight.

Section B6 - Quality Specifications of DEPMS for whole Moong (Sortex Quality)

Quality specifications as Defined below Effective from-----)

GENERAL CHARACTERISTICS :

Moong whole shall be seeds of green gram (Phaseolous aurues Roxb., Phaseolous radiatus roxb). It shall be sound, dry, clean, sweet wholesome and free from admixture of unwholesome substance. It shall also confirm to the following standards namely :-

- a) Moisture** - Not more than 14 per cent by weight (obtained by heating the pulverized grains at 130⁰ C -133⁰ C for two hours)
- b) Foreign Matter (Extraneous Matter)** - Not More than 1 per cent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) Other edible grains** - Not more than 4 per cent by weight.
- d) Damaged grains** - Not more than 5 per cent by weight
- e) Weevilled Grains** - Not more than 6 per cent by Count.
- f) Uric Acid** - Not more than 100 mg per kg.
- g) Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter other edible grains and damaged grains shall not exceed 9 percent by weight.

Section B7 - Quality Specifications of DEPMS for Tur Dal

Quality specifications as Defined below Effective from-----)

GENERAL CHARACTERISTICS :

Dal Tur shall consist of husk and split seeds of red gram (Cajanus cajan (L) Millsp). It shall be sound, clean, sweet, dry, wholesome and free from admixture of unwholesome substance. It shall also conform to the following standards namely :-

- a) **Moisture** - Not more than 14 per cent by weight (obtained by heating the pulverized grains at 130^o C -133^o C for two hours)
- b) **Foreign Matter (Extraneous Matter)** - Not More than 1 percent by weight of which not more than 0.25 per cent by weight shall be mineral matter and not more than 0.10 percent by weight shall be impurities of animal origin
- c) **Other edible grains** - Not more than 0.5 per cent by weight.
- d) **Damaged grains** - Not more than 5 per cent by weight
- e) **Weevilled Grains** - Not more than 3 per cent by Count.
- f) **Uric Acid** - Not more than 100 mg per kg.
- g) **Aflatoxin** - Not more than 30 micrograms per kilogram.

Provided that the total foreign matter, other edible grains and damaged grains shall not exceed 6 percent by weight.

Section C - PACKING SPECIFICATIONS

The Contractor has to provide goods in new jute bags of 50 Kg. net packing for pulses and food grains.

- (i) The weight of empty jute (gunny) bag should not be less than 450 Gram.
- (ii) The quantity of goods in the bag should be as per the specifications above.
- (iii) It is mandatory for the Contractor to mention the details on each bag as per Section D.

Section D- Marking on the Bags

**Following matter should be printed matter on gunny bag/
sealed packs**

[•]
(insert the name of pulse, grain, to be delivered)

Net Weight : [•]Kg/ Grams.

Not For Sale

ONLY FOR MID-DAY-MEAL SCHEME OF GOVERNMENT OF MAHARASHTRA

ANNEXURE "B"

COMMERCIAL BID (As per BOQ)

Note: The Bidder has to filled his offer appropriate place as mentioned in ITB.

Name of Work: Mid-Day Meal scheme - Supply of foodgrains to the schools where central kitchen facility is available under MDM in various districts of Maharashtra state.

Name	:-	
Address of the bidder		
Tel. No.	:-	
Mobile No.		
Email		
Regn. No.of Institution	:-	
PAN No:	:-	

Date:

Name, Sign & Seal of the Bidder

I. Supply of the Materials

We, the bidder have submitted the 2 pcs of samples bag of 500 gms polybag four side duly sealed with the name of the bidder to be tested in the laboratory. We understand that the samples which do not conform to the specifications prescribed by the department in Annexure A of the RFP will be summarily rejected & this commercial bid will not be opened.

We are ready to provide the following materials directly to the schools under central kitchen from the date of the order (upto period given by DPEMS) given as per the rates denoted against them.

Sr.No	Item Name	Specification	Basic Price	GST	Other Tax	Transportations/Packaging / shortfall / other expenses	Total Final Rate Per Kg. (Rs.)
1	2	3	4	5	6	7	8 (4+5+6+7=8)
a)	Moog Dal	As per Specification B1					
b)	Masoor Dal	As per Specification B2					
c)	Gram	As per Specification B3					
d)	Chawli	As per Specification B4					
e)	Matki	As per Specification B5					
f)	Whole Moong	As per Specification B6					
g)	Tur dal	As per Specification B7					
h)	Total						
Average rate of Sr. No. (a) to (g) Food grains (the Sr. No. (h) Coloum.No.8 value divided by 7)							

As per the format given in the tender application we have submitted the samples of foodgrains for Laboratory testing verification.

Date:

Name, sign & seal of the bidder

'DECLARATION OF THE CONTRACTOR'

I / We hereby declare that I / We have made myself / ourselves thoroughly conversant with the Specifications, General Conditions of Contract (GCC) & nature of work regarding such items on which I / We have based my / our rate for this tender. The Specifications, GCC and leads on this work have been carefully studied and understood before submitting this tender. I / We undertake to use only the best materials as per specifications approved by DPMS or his duly authorised representative during execution of the work and to abide by the decisions. I / We are fully responsible for adherence to GCC and for quality & quantity of goods supplied.

Date:

Name, sign & seal of the bidder

ANNEXURE C: FORMAT OF SELF CERTIFICATE
(On non-Judicial stamp of Rs.100/- with Notarize)

To,

DPEMS

Sub: Certificate.

Ref: RFP No. _____ due on _____.

We declare that we have not been deregistered or debarred or blacklisted or suspended for any product or constituent of the product we have quoted, be any State Government/Central Government/Government undertakings/Local Authority till the due date of submission of bid as specified in the NIT. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part, shall be considered a fraudulent practice in accordance with Clause 8.3 mentioned under RFP and the Corporation shall be entitled to reject our Bid and or resend the contract, if awarded and forfeit the Earnest Money Deposit/Performance Security Deposit submitted by us against this RFP.

We have also noted that after submission of bid and before award of contract. If we are de-registered or debarred or blacklisted by any State Government/Central Government/Govt. undertaking/Local Authority, our bid will be considered as nonresponsive.

Date: _____ (Signature) _____

Place: _____ (Print Name) _____

(Designation)

(Common Seal)

ANNEXURE D

AGREEMENT FOR SUPPLY OF FOOD GRAINS AND PULSES

(Agreement should be registered with stamps duty and registration department at the cost of bidder)

This agreement is made at _____ on _____

Between

Directorate of Primary Education, Maharashtra State, a department of Government of Maharashtra and having its office at Deputy Director (Education) Pune region office premises, 17, Dr. Babasaheb Ambedkar Road, Pune-411001 (Hereinafter referred to as "DEPMS") which expression shall unless the context otherwise requires includes its administrators and assignees) on **ONE PART**

And

_____, "Contractor" which expression shall unless the context otherwise require, include its administrators, successors and permitted assignees) on the **OTHER PART**.

WHEREAS

- A. *The DEPMS vide Tender Notice _____, dated _____ has invited tenders for supply of food grains and cereals to schools in accordance with the supply order issued by DEPMS as per the requirement of MDM Scheme for the year 2020-21*
- B. *The DEPMS has accepted the offer made by the contractor in terms of **Annexure A** **Format of Commercial Bid** dated _____ in accordance with the supply order issued by DEPMS ("**Services**") at the rate offered by the contractor.*

IT IS HEREBY WITNESSTH

1. DPEMS is desirous of and the contractor has agreed to execute the services and any other related works in the manner detailed in the documents, listed below (collectively with this Contract referred to as the “**Contract**” and each individually as “**Contract Documents**”) and shall be construed and read in the order of precedence given herein under:
 - a. This contract agreement on stamp paper and any modification or amendment thereto.
 - b. Letter of acceptance & work order.
 - c. The RFP along with General Conditions of Contract (GCC)
 - d. Declaration of contractor and tender Form ‘C’
2. The Parties, hereto agree that this contract shall be effective for a period of one year from [●], being the date of Notification of Award as mentioned in the RFP.
3. The Parties agree that during the term of this contract, the contract documents referred above shall form an integral part of this contract. Specifically the General Conditions of Contract (GCC) incorporated in the Tender No. ____ shall form an integral part of this agreement and shall govern the performance of the services to be undertaken at the rates specified in the **Format Of Commercial Bid** dated _____ of the contractor, and the said commercial bid is to be referred to only for the purpose of rates.
4. Any capitalized term(s) used but not defined herein shall have the same meanings as is ascribed to them under the respective contract documents

IN WITNESS WHEREOF the parties present have executed these on the day and the year first above written.

Signed and Delivered
Delivered

for and on behalf of

Directorate Primary Education, Maharashtra State

Signed and

for and on behalf of

(Contractor)

By:

By:

DATE:

DATE:

PLACE:

PLACE:

IN PRESENCE OF WITNESS

1.

1.

2.

2.

Note: This agreement is representative, a new draft agreement will be finalized after the actual tender process.

(D.G.Jagtap)
Director of Education (Primary)
M.S. Pune - 1.

Annexure "E"

Central Kitchen System Districtwise Number of School

S.No	Name of Dist	Municipal Corp/ Municipal Council	Number of Schools
1	Ahmednagar	AHMEDNAGAR MNP	95
2	Akola	AKOLA MNP	33
3	Amravati	ACHALPUR NP	57
		CHANDUR BAZAR NP	12
		DARYAPUR NP	24
		MORSHI NP	18
4	Aurangabad	Aurangabad MNP	347
5	Beed	BEED NP	74
6	Dhule	DHULE MNP	162
		SHIRPUR- VARVADE NP	37
		DONDAICHA NP	18
7	Jalna	JALNA	8
8	Kolhapur	KOLHAPUR MNP	187
		Ichalkaranji	64
9	Mumbai	MUMBAI MNP	2120
10	Nagpur	NAGPUR MNP	439
		MAHADULA MNP	12
		KAMTHI KATHMANDL	47
		WADI NP	17
11	Nashik	NASHIK MNP	279
		MALEGAOM MNP	166
		TRIMBAKESHWAR NP	5
12	Pune	PUNE MNP	641
		PIMPRI-CHINCHWAD MNP	272
		BARAMATI NP	48
		ALANDI NP	7
		LONAVALA NP	16
		SASWAD NP	6
		KHADKI KATHMANDL	23

		PUNE KATHMANDL	9
		DEHU ROAD KATHMANDL	12
13	Ratnagiri	CHIPLUN NP	30
14	Sangli	SANGLI MNP	175
		TASGAON NP	24
		VITA NP	21
15	Solapur	SOLAPUR MNP	299
		MANGALWEDHA NP	15
		MALSHIRAS NP	22
		AKKALKOT NP	13
		KARMALA NP	9
		KURDUVADI NP	19
		BARSHI NP	40
		PANDHARPUR NP	45
		SANGOLA NP	15
16	Thane	THANE MNP	166
		ULHASNAGAR MNP	72
		NAVI-MUMBAI MNP	141
		KALYAN- DOMBIVALI MNP	174
		BHIVANDI-NIJAMPUR MNP	168
17	Palghar	PALGHAR	783
18	Wardha	WARDHA NP	38
19	Washim	KARANJA- LAD NP	25
Total			7549

