

GOVERNMENT OF MANIPUR
DIRECTORATE: SOCIAL WELFARE DEPARTMENT
2nd Floor, Directorate H/Q Building, Near 2nd M.R. AT Line, North AOC, Imphal-795001

TENDER NOTICE

Imphal, the 29th May, 2019

No. 8/27/2014-15-SNP (SW): The Department of Social Welfare, Government of Manipur, intends to select an agency for supply of Micronutrient Fortified Blended Energy Dense Food and hence invites e-tender in two bids system (Technical Bid and Financial Bid) for selection of agent for supply of the above mentioned items for a period of 6(six) months. The scope of work, instruction to the agencies, eligibility criteria and prescribed format etc., may be downloaded from the websites i) www.manipurtenders.gov.in ii) www.manipur.gov.in and iii) www.socialwelfaremanipur.nic.in

2. Tender is to be submitted on-line through e- procurement/Tender portal i.e., <https://manipurtenders.gov.in>

Critical dates of bids are as follows:

No.	Particular	Details
1.	Date of Issue of RFP	Dt. 31-05-2019
2.	Last date of receiving queries	Dt. 22-06-2019
3.	Last date and time for receipt of RFP	Dt. 25-06-2019 upto 3.00 PM
4.	Date and Time of Opening of Technical Proposal	Dt. 25-06-2019 at 3.30 PM
5.	Opening of Financial Bids	To be specified later
6.	Validity of Bids	90 days
7.	LOA (Letter of Award) and signing of Concession Agreement	Within 30 days of award of LOA
8.	Name of the Contact Officer for queries and clarification	The Joint Director(ICDS), Social Welfare Directorate, 2 nd Floor, Directorate HQ Building, Near 2 nd M.R. A.T. Line, North AOC, Imphal- 795001, E-mail: bantee.konthoujam@gmail.com Mobile: 8730877424
9.	Address for Submission of Proposal	The Director(ICDS), Social Welfare Directorate, 2 nd Floor, Directorate HQ Building, Near 2 nd M.R. A.T. Line, North AOC, Imphal-795001 Email:directorswmanipur@gmail.com

3. Modification/Amendment/Corrigendum, if any shall not be advertised in the newspapers, but shall be uploaded in the website i.e, www.socialwelfaremanipur.nic.in


(Ngangom Uttam Singh)
Director (Social Welfare)
Manipur

Copy to:

- 1) PPS to the Hon'ble Minister (Social Welfare), Manipur.
- 2) The Principal Secretary (Social Welfare), Manipur.
- 3) The S.I.O.(N.I.C), Manipur, He is requested to upload the tender documents.
- 4) The Director (IT) for kind information.
- 5) Guard File.

GOVERNMENT OF MANIPUR
DEPARTMENT OF SOCIAL WELFARE

No. 8/27/2014-15-SNP (SW)

Imphal, the 29th May, 2019.

REQUEST FOR PROPOSAL

1. Quotation in two bids system are invited from Competent and eligible original manufacturer engaged in manufacturing of Micronutrient Fortified Blended Energy Dense Food in accordance with the guidelines issued by the Government of India by following the various food safety and quality aspects prescribed therein and who are having the requisite infrastructure, plant & machinery and technical expertise in this regard.

2. The manufacturer shall supply:

- (a) Group A: Micronutrient Fortified Energy Dense Food as Khichidi.**
- (b) Group B: Micronutrient Fortified Energy Dense Food as Daliya Sweet.**
- (c) Group C: Micronutrient Fortified Energy Dense Food as Rice & Pulses based with Milk.**
- (d) Group D: Micronutrient Fortified Energy Dense Food as Kheer.**
- (e) Group E: Micronutrient Fortified Energy Dense Food as Upma.**

The manufacturer / bidder shall have the option to offer their rates for all the above different category of product. The products should be supplied in a package of 1000 gms each.

3. Bids are to be submitted online through e-procurement/Tender portal <https://manipur.tenders.gov.in>. Bids must be submitted online before the stipulated time. Department does not take any responsibility for the delay caused due to non-availability of internet connection or network traffic jam for online bids.

Bids/queries to be addressed to The Director, Social Welfare, Manipur. Bids must be submitted before the stipulated time. Department does not take any responsibility for any kind of delay.

The dates of submission of bids are as below:

Downloading Tender Document :	31-05-2019
Last Date of seeking clarification :	22-06-2019
Last Date of Submission of Tender :	3:00 PM of 25-06-2019
Date of Opening of Technical Bid :	3:30 PM of 25-06-2019

4. ELIGIBILITY CRITERIA

- a. The bidder shall be a bonafide manufacturer of **Micronutrient Fortified Energy Dense Food**. No Joint Venture will be entertained. In case the bidder is a public sector Undertaking(PSU), the PSU should be a direct bonafide manufacturer of Micronutrient Fortified Energy Dense Food. The Purchaser shall not entertain any request of PSU to submit document of any other manufacturer and the PSU have to meet all eligibility criteria to technically qualify in this Tender.
- b. Contractors, Traders, Middleman, Distributors, Dealers, Trading Companies, Agents and any other individuals and / or legal entity who are not original manufacturers or producers are strictly prohibited from submitting the proposal. Even if they submit the proposal, their proposal will be out rightly rejected.
- c. The bidder should have functional and operative manufacturing unit well equipped with appropriate infrastructure and should also have due technical expertise to manufacture or produce the Micronutrient Fortified Energy Dense Food as per the product specifications clause of this Request for proposal document. The unit should be operative for at least for last 03(three) financial years.

d. The bidder should possess the Minimum production capacity to supply food items within the time frame as mentioned in the tender document to manufacture the Micronutrient Fortified Energy Dense Food. A proof to this effect such as manufacturing certificate issued by the Director of Industries and Commerce(DIC) should be enclosed.

e. The bidder should be able to satisfy the Department of its capability of supplying the Micronutrient Fortified Energy Dense Food in accordance with the RFP's terms and conditions. The plant should be fully automated, installed and observing the rules of Food Safety and Standards Authority of India (FSSAI) and other Food laws having ample technical expertise. The production process shall follow ISO or HACCP (Hazard analysis and critical control points) norms. The Department or its authorized representative may visit the bidder's manufacturing units to ascertain the bidder's capabilities and the bidder shall cooperate during such inspections. During such inspection, if the Department feels that the bidder does not have required capabilities in terms of the task to be carried out as per the terms of the RFP, the Department has the right to reject such proposal.

f. The bidder should have the capability to supply the food items in strict compliance to the guidelines issued by Ministry of Women and Child Development and the judgment of the Hon'ble Supreme Court in the ShagunMahila Case to ensure quality and hygiene standards of Micronutrient Energy Dense Food.

g. The quality of cleaning, grinding, mixing, fortification, packing etc. should be such that the shelf life of the Micronutrient Fortified Energy Dense Food to be supplied by the bidder is atleast 180 days. Bidder is required to warranty 180 days shelf life stability and it shall be submitted in the form of a self attested certificate for the Micronutrient Fortified Energy Dense Food produced by the bidder.

h. The Net worth of the Tenderer shall not be less than Rs. 15,00,00,000 (Rupees Fifteen Crores only) as on 31.03.2018 as reflected in the audited balance sheet. Net Worth shall mean as defined under 2(57) of the Companies Act, 2013 i.e. aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation. Net worth of only the entity bidding as bidder, shall only be considered. The bidder shall submit a certificate issued by practising chartered accountant/Statutory Auditor for the above. In case the bidder is MahilaMandal/Self Group/Village Community (Who are original manufacturers) the Net Worth shall not be less than Rs. 1,00,00,000/- (Rupees one crore) only.

i) The bidder should have turnover of manufacturing and supplying of Micro Nutrient Fortified Energy Dense Food/ Supplementary Nutrition under ICDS Scheme of Ministry of Women and child Development, Govt. of India, against orders placed in their own names, directly by the Department of Women and child Development/ Department of Social Welfare of any State Government/UT Government of not less thanRs. 25,00,00,000/-(Rupees twenty five crores only) in each of the last 3 financial years i.e. 2017-18, 2016-17 and 2015-16. The bidder should submit Annual Turnover Statement for the last 3 years of sale, exclusively from manufacturer and supply of Micro Nutrient Fortified Energy Dense Food/ Supplementary Nutrition directly to the Department of Women and child Development/ Department of Social Welfare duly certified by a Chartered Accountant and also submit order copies of the same issued by the departments. In case of MahilaMandal/Self Help Group/Village Community (Who are original manufacturers) the turnover shall be relaxed to Rs. 2,50,00,000/- (Rupees two crore Fifty lakhs only)

j) The bidder should have experience of supplying Micro Nutrient Fortified Energy Dense Food to the Department of Social Welfare/Department of Women and Child Development equal to or more than 100% of the tendered quantity in each of the last 3 years. Bidder should submit details of the running contracts along with the value of the contract towards Proof of the same.

k) The Tenderer shall have a minimum Cash credit facility of Rs. 5.00 crores of the above duly approved and sanctioned by the bank. In case of MahilaMandal/Self Help Group/Village Community (Who are original manufacturers) the minimum Cash credit facility shall be Rs. 50 Lakh or above duly approved and sanctioned by the bank. A certificate to this effect duly certified by the concerned nationalised bank only should be submitted along with the bid failing which the bid will not be accepted.

l) The bidder should submit a certificate pertaining to the financial stability status of the tenderer duly certified by the concerned nationalised bank for an amount not lower than Rs. 25.00crores. In case of MahilaMandal/Self Help Group/Village Community (Who are original manufacturers) the amount should not be lower than Rs. 2.5 crores.

m) Bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. Bidder should have experience in supply of the Micro Nutrient Fortified Energy Dense Food to the Department of Social Welfare/Department of Women and Child Development of any NER States during last 05(five) years.

n) The bidder shall also submit notarized copies of the following registration/licenses:-

i) DIC/SIA Registration-A registration certificate issued by the District Industries Centre for micro or small-scale Industrial unit/medium or large-scale category of the unit.

ii) Factory Act license.

iii) A valid license under Prevention of Food Adulteration Act, 1954/FSSA 2006

iv) ISO22000:2005/HACCP certification

v) ISO9001:2008 certification

vi) Copy of GST enrolment certificate with GSTIN no. should be provided.

vii) Copy of PAN card/Income Tax statement duly certified by CA

viii)Product permission for manufacturing the Micro Nutrient Fortified Energy Dense Food from Food Safety and Standard Authority of India.

ix) Technical knowhow collaboration agreement with CFTRI, Mysore or with any Food Technology Institute in India.

5. GENERAL CONDITIONS

A complete set of bidding documents may be downloaded from the following website

i) www.socialwelfaremanipur.nic.in

ii) www.manipur.gov.in

iii) www.manipurenders.gov.in

“with a non-refundable fee of **Rs. 5,000/- (Rupees Five Thousand only)** in the form of Demand Draft/Banker’s cheque in favour of “Director, Social Welfare, Manipur”. The bidder shall submit the Tender Fees at-least 2 working days prior to the due date of submission of bid during the Office hours of the department from 10:00 hrs to 17:00hrs. The acknowledgement of submission of Tender Fees shall be uploaded along with the Technical Bid.

a. All bids must be accompanied by the Earnest Money Deposit (EMD) for an amount of Rs.1,00,00,000/- (Rupees one crore only) in favour of “Director, Social Welfare, Manipur”. In case the bidder is MahilaMandal/ Self Help Group/Village Community (Who are original manufacturers) the payment of EMD shall be relaxed to Rs.10,00,000/- (Rupees Ten Lakhs only).

b. At any time prior to the date of submission of bid, the authority inviting tender may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, the authority inviting tender, may at his discretion, extend the date and time for submission of bids.

c. The bid and all correspondence and documents shall be in the English language.

d. The tender document is not transferable.

e. The tender document shall be signed by the bidder in all the pages with official seal.

f. The Tender Inviting Authority reserves the right to accept or reject any or all quotations without assigning any reason thereof.

g. The bidder will have to get samples of the supplied food items tested from the NABL accredited laboratory at its own cost. The Test Report in original along with the samples shall be submitted at least 2 working days prior to the due date of submission of bid during the Office hours from 10:00 hrs to 17:00hrs. The acknowledgement of submission of Food samples along with Test Certificate should be uploaded along with the Technical Bid.

The authorized representative of the Department will have the right to inspect manufacturing unit and take sample of the product from manufacturing unit/Anganwadi centres etc. as and when they deemed fit.

h. The supplier will have to print manufacturing date, batch number, expiry date and nutritional value per feeding per beneficiary and other details as prescribed in the packing regulations issued under Food Safety and Standards (FSS) Act 2006 and Packaged Commodity Rules. The packets should clearly state that the product is for free distribution under ICDS Scheme and it is not for commercial sale and each sealed packet shall bear in bold letter “ **FOR SNP-MANIPUR, NOT FOR SALE**”.

i. The bidder is responsible for all statutory and regulatory compliance and for obtaining any permit, license or other permission required by any Government authorities in connection with the manufacturing/production and supply of the Micronutrient Fortified Energy Dense Food.

k. The bidder shall offer only one price and one sample for a particular recipe of food product. The bidder cannot offer two different varieties for a single product.

6. TECHNICAL BID

i) The bidder shall furnish along with the bid, the following,

a) All bids must be accompanied by **EARNEST MONEY DEPOSIT** of an amount of Rs.1,00,00,000/- (**Rupees one crore only**), in the form of Demand Draft/Bankers Cheque/Bank Guarantee issued by a Nationalised Bank/ Scheduled Bank valid for a period of 3 months, in favour of “Director, Social Welfare, Manipur”. In case the bidder is MahilaMandal/ Self Help Group/Village Community (Who are original manufacturers) the payment of EMD shall be relaxed to Rs.10,00,000/- (Rupees Ten Lakhs only) but this relaxation shall not be construed to be valid for other eligibility criteria. However, no institution registered under co operative society Act can avail this relaxation in the EMD. No Tenderer, irrespective of its being a public undertaking/semi Govt. undertaking or registered under DGS&D or NSIC, is exempted from furnishing Earnest Money Deposit. EMD submitted in any other form or bids without EMD shall not be accepted. The EMD of the successful bidder shall be retained till completion of the tender period but shall not carry any interest. If the successful bidder fails to execute the agreement and or fails to deposit the performance security within the specified time, or withdraws his bid within the validity period of the bid, the EMD shall be forfeited. The EMD of the unsuccessful bidders will be returned within 30 days after the finalization of the tender. The EMD shall be submitted 2 working days prior to the due date of submission of bid during the Office hours of the department from 10:00 hrs to 17:00hrs. The acknowledgement of submission of EMD shall be uploaded along with the Technical Bid.

b) Self certified copy of legal documents such as Partnership deed in case of partnership firm, constitution/Memorandum & Article of Association in case of Registered Company, Registration Certificate & byelaws in case of cooperative societies or like documents as the case may be.

c) Duly notarized Power of Attorney/Letter of Authorisation in favour of the signatory of the proposal document.

d) certificate issued by the appropriate Government authority or chartered engineer indicating installed manufacturing capacity per annum of the manufacturing unit shall be submitted.

e) **MACHINERY PERFORMANCE CERTIFICATE**: Bidder must furnish a list of machineries installed in his premises and a latest certificate from a chartered engineer registered with the Institution of Engineers (India), stating that the machineries are sufficient to meet the production requirement of various under this RFP and also stating Micronutrient Fortified Energy Dense Food that the machineries can perform effectively for a further period of 3 years.

f) The bidder shall submit an affidavit to the effect that the Tenderer including any of its Holding company/ Parent Company/ Subsidiary Company or any Associate or Sister Concern or firm having

common Director/partner or any other person having substantial interest in the company / firm whether by way of shareholding or otherwise has never been deregistered, debarred, blacklisted or the contract had never been terminated before the expiry of stipulated term for being involved in any fraudulent practices or malpractices for non performance of contract with any State Govt./ Central Govt/ Civil Supplier Corporation/ Cooperative Federation / Public Sector Undertaking.

g) The bidder should have in house quality control facilities, its own quality control laboratory equipped with appropriate laboratory facilities/infrastructure for testing the parameters prescribed in Food Safety and Standard Act and as per the specifications given in the RFP. Bidder must submit list of equipments, list of technically qualified personnel engaged in quality control etc.

h) The department shall determine L1 bidder individually for each food products. The department shall issue product wise supply order to L1 bidder for the respective food products.

Further, the department reserves the right to negotiate to award the supply order if necessary, to more than one Bidder as per CVC guidelines Circular No. 4/3/07, dated 3rd March, 2007 and in such case quantities, depending upon remaining quantity of Supplement Food after agreeing to award the supply order to L1 (Lowest Bidder), may be awarded to L2 and L3 provided they accept the quoted by L-1. The un-allotted quantity will first be offered to L-2 and then L-3 and likewise.

i) The Bidder should submit an undertaking in the form at Annexure-II confirming acceptance of all terms and conditions of the tender.

j) The Bidder should submit an undertaking on fraud and corruption as per Annexure-III

k) In the technical bid, the bidder shall confirm that, in case he becomes the successful bidder he shall abide by the following stipulations which shall also form a part of his undertaking at Annexure III.

l) **Shelf life certificate:** Bidder has to submit a self-certificate showing that all the Micronutrient Fortified Energy Dense Food shall have a minimum shelf life of 180 days from the date of manufacture under normal conditions.

m) The bidder shall submit four samples of 1kg each in the food grade packing for each of the items being demanded. Samples shall be submitted at least 2 working days prior to the due date of submission of bid during the office hours of the department from 10:00 hrs to 17:00 hrs. The acknowledgement of submission of samples shall be uploaded along with the Technical Bid. The Department shall get the samples tested by the concerned food testing authority at Imphal before the opening of the Price Bid. If samples of any bidder are not found as per the standards specified, the proposal of such bidder will out rightly be rejected. The samples should conform to the micro fortification level and other directions recommended by the Ministry of Women and Child Development, Govt. of India vide Notification No. 5-9/2005/ND/Tech(Vol.II) dt 24th Feb, 2009. In case of any deviation, the bid shall be outrightly rejected.

7. PRICE BID:

a) The rate quoted per item shall be the landed cost at destination, inclusive of packing, forwarding, the taxes/duties, freight, insurance etc, as applicable.

b) Each page of the price bid shall be duly signed by the bidder with official seal.

8. TENDER EVALUATION

Tenders will be evaluated with reference to various criteria and one of such criteria is the rate per unit (Lowest rate). Conditional discounts shall not be taken into account for price comparison. However same shall be considered in case of placing order if the bidder happens to be L1.

9. VALIDITY OF TENDER

The validity of tender of the successful bidder shall be at least 1 year from the date of finalization of the order and the successful bidder(s) are bound to supply the items at agreed rates during this period. This validity period can be further extended for minimum period of 1 year with mutual consent at the rates and terms and condition of the previous year.

10. STATUTORY TAXES/DUTIES

In case of any enhancement of Taxes and or duties or levy of fresh Taxes/duties due to Statutory Act of the Govt., after date of submission of the tenders and during the contractual delivery period, additional or fresh levies so imposed will be allowed to be claimed as extra without any change in the price structure approved under the tender. For this purpose, the supplier shall produce a certificate from the authority concerned certifying that the item supplied falls under particular tariff resulting in additional/fresh levies for the supplied item. However, the same shall not be borne by the purchaser in case such levies become applicable after expiry of the contractual delivery period stipulated in the contract. As these foods products are for free distribution to economically weaker section of the society, Government shall provide any concessional forms/letters which may be required/applicable to attract lower rate of taxes.

11. PERFORMANCE SECURITY DEPOSIT:

The successful bidder, within 15 days of receipt of Purchase Order, shall be required to submit Performance Security Deposit of 5% of the order value in the form of Performance Bank Guarantee from a Nationalised/Scheduled Bank in favour of the purchaser valid for a period of 6 months beyond the date of completion of order. The performance security will be discharged by the Purchaser and returned to the Supplier after completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise. However, if the supplier fails to execute the order or fails to perform the services as per the contract, including any failure of the Supplier to supply the Micronutrient Fortified Food/Energy Dense Food, or the supplied goods not conforming to the quality or specifications regarding its contents, or non-compliance with the standards as furnished in the tender documents and samples, or in case of breach of any terms of this agreement by the supplier, in addition to other penal actions, the Bank Guarantee provided by the bidder shall be encashed & the amount shall be forfeited to the extent of damage/loss to the department.

12. AGREEMENT

The successful tenderer shall be required to execute an agreement on non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) as per proforma in **Annexure V** within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.

13. NON ASSIGNMENT

The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

14. ANNULMENT OF AWARD, FORFEITURE OF SECURITY DEPOSIT & FRESH AWARD

Failure of the successful bidder to comply with the requirements of signing of contract and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified bidder or go for a fresh bid depending on the circumstance. In case it is decided to go for the next lowest bidder, negotiation may be considered to bring down their price nearer to the originally evaluated & lowest bidder.

15. TENTATIVE QUANTITY

The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

16. DELIVERY CONDITION

a) The place of delivery will be at Social Welfare Godown, Takyel, Imphal-795001 in the State of Manipur.

b) The selected supplier will have to supply the Micronutrient Fortified Energy Dense Food to the Godown according to the schedule and time table prescribed by the Department.

- c) The successful bidder will have to provide uninterrupted supply of the Micronutrient Fortified Energy Dense Food. The consignment should start delivery within 45 days of receipt of order from the Department to the designated destination and should complete the delivery all the entire ordered quantity within the time frame prescribed in the purchase order.
- d) The supplier will be responsible for delivery of product in intact condition. Any damage caused during the delivery will have to be replaced by the supplier.
- e) The units as per order shall be handed over to the authorized representative(s) of the purchaser at the specified location and the same shall be duly received after ensuring satisfaction to its condition and quantity.

17. PAYMENT TERMS& PROCUREMENT OF RAW MATERIALS

a) No advance payment shall be made. Payment for the supplied items shall be made after 100% receipt of the items and completion of all codal formalities subject to submission of Bank Guarantee for Performance Security, relevant documents etc.

b) No payment shall be made for rejected materials nor shall the Tenderer (s) be entitled to claim for such items. The rejected items shall be removed by the Tenderer(s) within two weeks of the date of rejection at his or their own costs and replace immediately. In case these are not removed these shall be auctioned at the risk and responsibility of the suppliers (s) without any further notice.

c) The successful bidder himself shall procure all the raw materials at its own costs except the major raw materials i.e., Wheat & Rice which may be allotted by the Government subject to its availability under Wheat Based Nutrition Programme (WBNP) and National Food Security Act (NFSA) at the subsidized rates fixed by Government of India (Ex-FCI godown) under Anganwadi Services (under umbrella ICDS).

18. PENALTY CLAUSE

a) If it is found from the laboratory report that the proportion of calories, protein and carbohydrates is lower than prescribed norms under Special Nutrition Programme or if the supply is of inferior quality, the supplier will have to replace such supply immediately at his own cost. The Department reserves the right to charge a fine of 3% cost of such a supply. In case the supplier fails to replace such quantity, no payment shall be made for such supply. The Department may require other supplier, if any, to supply the requisite quantity of defaulter supplier. In addition to supply by other supplier, the defaulter supplier can also be subjected to legal action as per the Prevention of Food Adulteration (PFA) laws or prevalent rules and regulations. The defaulter supplier can also be blacklisted by the Department of Social Welfare, Manipur.

b) The successful bidder will have to provide uninterrupted supply of the fortified blended food within 45 days of receipt of order from the Department to the designated destination and should complete the delivery all the entire ordered quantity within time framed prescribed in the purchase order. Failure to supply the food products with the time framed prescribed in the supply order shall attract the following penalty:

i) In case there is delay in delivery beyond the stipulated period as mentioned in delivery clause, there shall be reduction in price @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 5% of the total order value.

ii) Once the maximum price reduction is reached, termination of the contract may be considered.

c) The supplier will have to get their food products tested from the NABL accredited Laboratory. The payment of bills will be made only after received of satisfactory test report obtained from NABL accredited Laboratory.

d) Non-performance of the contract provisions shall make the successful bidder liable to be disqualified to participate in any tender for the next 3 years, in addition to forfeiture of EMD and Bank Guarantee for Performance Security submitted by the Supplier and other penal provisions to the extent of damage ascertained by the Department.

19. FORCE MAJUERE

The above condition of delivery period, price reduction & termination etc. are subject to force majeure conditions which are beyond the control of the supplier, do not involve fault or negligence of the supplier and are not anticipated. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

20. FRAUD & CORRUPTION:

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

21. LOCAL CONDITIONS

It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after purchaser accepts the bid.

22. ADJUDICATION/REVIEW BOARD

Any dispute arising out of or during execution of the contract shall be settled with mutual agreement through an Adjudication/Review Board appointed by the appropriate authority of the purchasing organization, having officers belonging to other departments not related to the purchasing department.

23. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

24. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Imphal only.

(Ngangom Uttam Singh)
Director (Social Welfare)
Manipur

Memo No.8/27/2014-15-SNP(SW)

Imphal, the 29th May, 2019.

Copy forwarded to for information and necessary action to:

1. The Principal Secretary, Social Welfare, Govt. of Manipur.
2. The SIO, NIC for kind information and uploading the tender documents in the website.
3. The OSD, Department of Information Technology, Govt. of Manipur for uploading the tender document in www.manipur.gov.in
4. The Director, Printing & Stationery Department for publication of the NIT in the Manipur Gazette.
5. Office Notice Board.

(Ngangom Uttam Singh)
Director (Social Welfare)
Manipur

Request For Proposal FORMAT

Sl. No.	Particulars	Detail	Page Nos.
1.	The original RFP document duly signed and stamped on each page as an acceptance of terms and conditions of the RFP		
2.	RFP Document Fee		
3.	EMD		
4.	Self-certified copy of legal documents like partnership deed in case of a partnership firm, bye laws in case of a Cooperative Society, Memorandum and Articles of Association in case of a registered company etc.		
5.	Duly notarized Power of Attorney/Letter of Authorization in favour of the signatory of the RFP document		
6.	A certificate issued by appropriate Government authority or chartered engineer indicating installed manufacturing capacity per annum of all units mentioned in the RFP. Name and Location of production unit/s, year of establishment and production capacity.		
7.	Manufacturing Certificate issued by the Director of Industries and Commerce (DIC) for the minimum production capacity as required in the tender document to manufacture the Micronutrient Fortified Energy Dense Food.		
8.	MACHINERY PERFORMANCE CERTIFICATE: Proposer must furnish a list of machineries installed in his premises and a latest certificate from a Chartered Engineer registered with the Institution of Engineers (India), stating that the machineries are sufficient to meet the production requirement of various Micronutrient Fortified Energy Dense Food under this RFP and also stating that the machineries can effectively perform for a period of 3 years. The certificate shall also clearly indicate the installed capacity of such machinery.		
9.	Self-certified copy of registration to establish that manufacture's manufacturing establishment is in operation for at least since last three financial years.		
10.	Copies of the last three years Balance Sheets/profit and Loss Accounts for the period as required in the eligibility criteria, certified by a chartered accountant		
11.	Detail of in house Quality Control facilities with list of equipments, manpower and associated laboratory detail, contract etc.		
12.	A self declaration of proposer in the form of affidavit duly notarized for details for good experience, reputation and as specified in the RFP.		
13.	TURNOVER CERTIFICATE: Proposer has to submit a certificate showing his turnover of Micronutrient fortified food manufactured/produced and supplied during the last three financial years certified by a Chartered Accountant on his letter head with his Membership Number of the Institute of Chartered Accountants of India.		
14.	Experience Certificate/order copies for supplying Micronutrient Fortified Energy Dense Food to the Department of Social Welfare/ Department of Women and Child Development equal to or more than 100% of the monthly tendered quantity in each of the last 3 years.		
15.	Cash credit certificate prescribed under the eligibility criteria, duly approved and sanctioned by the bank duly certified by the concerned nationalised /Scheduled Bank		

16.	Financial Stability Certificate duly certified by from a Nationalised/Scheduled Bank for an amount as prescribed under the eligibility criteria.		
17.	Shelf life certificate: Proposer has to submit a self-attested certificate showing that all the Micronutrient Fortified Energy Dense Food shall have a minimum shelf life of 180 days from the date of manufacture under normal conditions.		
18.	An affidavit that the bidder has never been blacklisted.		
19.	Net worth Certificate duly certified by a chartered Accountant as prescribed under the eligibility criteria.		
20.	Technical knowhow collaboration agreement with CFTRI, Mysore or Food Technology Institute in India		
21.	Four (4) samples in the food grade packing for each of the item in accordance with the parameters prescribed under Product Specifications clause of this RFP document.		
22.	Experience Certificate from Department of Social Welfare/Department of Women and Child Development of any NER States during last 05 (five) years for supply of the Micronutrient Fortified Energy Dense Food.		
23.	Notarized copies of valid manufacturing license issued by the regulatory authority for all manufacturing facilities.		
24.	Notarized copies of DIC/SIA Registration – A registration certificate issued by the District Industries Centre for micro or small scale industrial unit/medium or large scale category of the unit		
25.	Notarized copies of GST enrolment Certificate with GSTIN No.		
26.	Notarized copies of Factory Act License		
27.	Notarized copies of valid license under prevention of Food Adulteration Act, 1954/FSSA, 2006		
28.	Notarized copies of PAN Card		
29.	Notarized copies of ISO 22000:2005/HACCP certification		
30.	Notarized copies of ISO 9001:2008 certification		

Total Quantity Item-wise:

Sl. No.	Food Product	Total Quantity for 1(one) month in KG	Total quantity for 6 (Six) months in KG
Group A	Micronutrient Fortified Energy Dense Food as Khichidi	84,564.10	5,07,384.60
Group B	Micronutrient Fortified Energy Dense Food as Daliya Sweet.	84,564.10	5,07,384.60
Group C	Micronutrient Fortified Energy Dense Food as Rice & Pulses based with Milk	84,564.10	5,07,384.60
Group D	Micronutrient Fortified Energy Dense Food as Kheer.	84,564.10	5,07,384.60
Group E	Micronutrient Fortified Energy Dense Food as Upma	84,564.10	5,07,384.60

TECHNICAL PRODUCT SPECIFICATIONS

The products should have texture that appeals the beneficiary, taste as per traditional preparation, flavour and aroma as per local liking and cultural acceptances, energy dense, free from any kind of contamination, prepared from fresh and clean ingredients, does not contain any harmful and deleterious substances that are not fit for human consumption.

1. All the premixes should have a good flavour and pleasant smell and should be suitable and palatable for beneficiaries as per request for proposal (RFP).
2. All the premixes should be manufactured/produced in such a manner that it can be prepared instantly just by adding boiling water in desired amount to the premix.
3. Flavours used should be permissible under Prevention of Food Adulteration Act and the rules made there under.
4. Micronutrient Fortification
 - It shall be compulsory to have automated system for the measurement of the prescribed micronutrients and also such system for blending of the same, so that the fortification of the Premixes is done in such a manner that material accuracy is obtained.
 - The essential nutrients should not impart undesirable characteristics to the Premixes and should not shorten the shelf-life of the Premixes.
5. The product shall comply, except when specified otherwise in this request for proposal (RFP), with the Guidelines on formulated supplementary foods for Older Infants and young children of the Codex Alimentarius (Ed July 1991 – CAC / GL – 08 – 1991).
6. The product shall be manufactured from fresh ingredients of good quality, which shall be free from foreign material, substances hazardous to health, excessive moisture, insect's damages and fungal contamination. The nutritional parameters shall be as per the recommendations and guidelines of Ministry of Women & Child Development, Govt. of India issued vide Notification No. 5-9/2005/ND/Tech (Vol.II) dt. 24th Feb, 2009.
7. The ingredients shall comply with all the relevant national food laws and standards.

8. The ingredients must be stored under dry ventilated and hygienic conditions. The insecticides used for fumigation in storage area should not be of hazardous nature. The quality of insecticides should be in compliance with FSS Act and Rules and Regulations made there under.

9. The production process shall be in accordance with the provisions and guidelines of Food Safety and Standard Authority of India. The proposer must fulfil the production practices as per the ISO and HACCP certificate.

10. TASTE: It shall have a pleasant smell and palatable taste and should have permissible flavors permitted by PFA/FSSA and as per the Bureau of Indian Standard norms. It should be contained with various edible flavours.

11. SHELF LIFE: Minimum shelf life of 6 months under normal conditions to ensure safety from the date of manufacture and a minimum 75% shelf life at the time of delivery.

12. The end product must have the following parameters:

Parameters	Values
Moisture Content in final product	(not more than) 4.0%
Total Ash	(not more than) 5.0%
Acid Insoluble Ash	(not more than) 0.15%
Crude Fibre (on dry basis)	(not more than) 1.0%

13. SAFETY PARAMETERS: It shall:

- Be free from objectionable matter.
- Not contain any substances originating from micro-organism or any other poisonous or deleterious substances, in amounts which may represent a hazard to health.

14. Proposer must have their own in house testing facilities and they must ensure batch wise acceptable test report information of (1) Nutrient contents, (2) Chemical contaminants, (3) Physical conditions e.g. dryness, softness, uniform consistency, and (4) Micronutrients.

Proforma for Performance Statement (for a period of last three years)

Request for Proposal(RFP) for procuring of Supplementary Nutrition food under ICDS Scheme in the State of Manipur.

Name of Proposer:

Order placed by (full address of Purchaser)	Order No. & Date	Description & quantity of Fortified Blended Food manufactures	Value of Order (in Lac)	Has the supply of Fortified Blended Food manufactured been satisfactory? (Attach a certificate from the purchaser/consignee)
1	2	3	4	5

Signature and seal of Proposer:

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/S _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Lakhs (Rs)
1		
2		
3		
Total-Rs. Lakhs		

Total: Rs..... lakhs

Average turnover per annum Rs..... lakhs

Date:

Signature of Auditor/

Seal:

Chartered Accountant (Name in Capital)

UNDERTAKING

To

Tender enquiry No. _____

For supply of _____

Sir,

1. I, Shri _____ on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all tender terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/We undersigned hereby bind myself/ourselves to the Office of _____ to supply _____ The rates quoted by me/us for the items tendered for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
3. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of _____ (hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
4. We agree to the conditions of the tender under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT shall be forfeited by us.
5. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
6. We agree to accept the amount of the bill to be paid by the purchaser after completion of all codal formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
7. We hereby undertake to supply the items during the validity of the tender as per direction given in supply order within the stipulated period.
8. The tender inviting authority has the right to accept or reject any or all the tenders without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.

SIGNATURE :

NAME & DESIGNATION :

DATE :

NAME & ADDRESS OF :

THE FIRM

SEAL :

UNDERTAKING ON FRAUD AND CORRUPTION

We M/s Do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of under tender reference no. dt We shall strictly observe the laws against fraud and corruption in force in the country.

Sd/

Signature of proprietor/Partner/Director

Designation:

Seal:

FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made The day of,
year..... BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the supplier:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and constructed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) General Condition of Contract
- (c) Technical Requirements (including Technical Specifications)
- (d) The Supplier’s bid and original Price Schedules
- (e) The Purchaser’s Notification of Award
- (f) [Add here: any other documents]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedying defects therein in conformity in all respects with the provisions of the Contract.

- 1. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 2. For and on behalf of the Purchaser

Signed: _____

In the capacity of [insert: title or other appropriate designation]

In the presence of _____

For and on behalf of the supplier

Signed: _____

In the capacity of [insert: title or other appropriate designation]
