

**GOVERNMENT OF MAHARASHTRA
DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT
(INTEGRATED CHILD DEVELOPMENT SERVICES SCHEMES)**

REQUEST FOR PROPOSAL

NAME OF WORK-ENERGY MULTI ITEM CONTRACT FOR SUPPLY OF MICRONUTRIENT FORTIFIED ENERGY DENSE FOOD (MFEDF) AS SUPPLEMENTARY NUTRITION FOOD (TAKE HOME RATION) FOR ANGANWADI BENEFICIARIES AMONG CHILDREN FROM 6 MONTHS TO 3 YEARS OF AGE, SEVERELY UNDER-WEIGHT CHILDREN (SUW) FROM 6 MONTHS TO 6 YEARS, PREGNANT WOMEN AND LACTATING MOTHERS AND ADOLESCENT GIRLS UNDER UMBRELLA ICDS THROUGH 110446 ANGANWADI CENTRES IN THE STATE OF MAHARASHTRA

**INTEGRATED CHILD DEVELOPMENT SERVICES
SCHEME**

1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai
Email : comicdsraigadbhavan@gmail.com; Ph No. 02227576388.

GOVERNMENT OF MAHARASHTRA
DEPARTMENT OF WOMEN AND CHILD DEVELOPMENT

Integrated Child Development Services

1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur,

Navi Mumbai

Email: comicdsraigadbhavan@gmail.com;

Ph No. 02227576388.

NOTICE INVITING TENDER

Tender Reference No.:

Date:

1	Name of Purchaser	Commissionerate, Integrated Child Development Services Schemes (Department of Women and Child Development, Government of Maharashtra)
2	Name of Work	ENERGY MULTI ITEM CONTRACT FOR SUPPLY OF MICRONUTRIENT FORTIFIED ENERGY DENSE FOOD (MFEDF) AS SUPPLEMENTARY NUTRITION FOOD (TAKE HOME RATION) FOR ANGANWADI BENEFICIARIES AMONG CHILDREN FROM 6 MONTHS TO 3 YEARS OF AGE, SEVERELY UNDER-WEIGHT CHILDREN (SUW) FROM 6 MONTHS TO 6 YEARS, PREGNANT WOMEN AND LACTATING MOTHERS AND ADOLESCENT GIRLS UNDER UMBRELLA ICDS THROUGH 1,10,446 ANGANWADI CENTRES IN THE STATE OF MAHARASHTRA
3	Pre-Bid Meeting	12.04.2023 at 01.00PM
4	Last Date & Time of Submission of Bids Online	02.05.2023 at 05.00 PM
5	Date and Time for Tender document download and submission	06.04.2023 at 11.00 AM
6	Time & Date for Opening of Technical Bids	03.05.2023 at 11.00AM

7	Tender Fee(Non-refundable) to be submitted through online gateway system	Rs. 50,000/- (Rupees Fifty Thousand Rupees only)
8	Address for Communication	Commissionerate Integrated Child Development Services, 1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai Email: comicdsraigadbhavan@gmail.com; Ph No. 022-27576388

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DISCLAIMER

- a) This Request for Proposal (RFP) for “Micronutrient Fortified Energy Dense Food (MFEDF) as Supply of Supplementary Nutrition Food (Take Home Ration) for Anganwadi Beneficiaries” is issued by Commissionerate, Integrated Child Development Services Schemes, Government of Maharashtra (in short ‘ICDS’).
- b) Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither ICDS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or mis-statements, negligent or otherwise, relating to the Supply of Micronutrient Fortified Energy Dense Food (MFEDF) as Supplementary Nutrition Food (Take Home Ration) to the Anganwadi Beneficiaries, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
- c) The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of ICDS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision to participate in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed ICDS Project, the regulatory regime which applies thereto and by and all matters pertinent to the ICDS Project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the ICDS Project. ICDS shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.
- d) ICDS shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of ICDS in selecting the Service Provider who qualifies through this RFP shall be final and ICDS reserves the right to reject any or all the bids without assigning any reason thereof. ICDS further reserves the right to negotiate with the selected bidder to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.
- e) ICDS may terminate the RFP process at any time without assigning any reason and upon such termination ICDS shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

SECTION I: INTRODUCTION

1.1. BACKGROUND

The Integrated Child Development Services Scheme (ICDS) Program sponsored by the Department of Women and Child Development was started on 2nd October 1975 in Dharani (Amravati) and Dharavi (Mumbai) to improve the nutritional status of children and to reduce child mortality and malnutrition.

ICDS organization setup is as under:

Offices	Numbers
Central Office (Commissioner Office)	1
Divisions	6

- a) The Department of Women and Child Development (Commissionerate of Integrated Child Development Services), 1st Floor, Raigad Bhavan, Rear Wing, CBD Belapur, Navi Mumbai, Email: comicdsraigadbhavan@gmail.com; Ph No. 022-27576388, acts as Nodal Department for care, protection, and development of Women and Children. The ICDS program being a vital intervention of the Governments (Central and State) and their universal obligation to alleviate malnutrition and to improve the nutritional and educational status of its children.
- b) The Anganwadi Services (ICDS) being implemented by Department of Women and Child Development, Government of Maharashtra (GoM) is an important and prestigious welfare scheme for overall development of children of 06 months- 3 years of age, Pregnant Women and Lactating Mothers of Anganwadi Centers catchment area by providing them free Supplementary Nutrition, Pre-School and Health Education & facilities through Anganwadi Centers functioning in the remote rural areas and urban areas as well covering the entire targeted population across the State. Presently, the number of Anganwadi Centres in the State is 110446, which may be reduced or enhanced from time to time.
- c) The State Government has decided to provide Micronutrient Fortified and/or Energy Dense Food to children from 6 months - 3 years of age, SAM children of 6 months to 6 years, Pregnant Women and Lactating Mothers in accordance with the National Food Security Act, 2013 and Guidelines issued by Government of India vide letter dated 13.01.2021.

- d)** Accordingly, Commissionerate of Integrated Child Development Services, Navi Mumbai, Maharashtra hereby invites online e-tenders from experienced and reputed manufacturers of ICDS food Supplement / any Govt supply of Micronutrient Fortified Meal (refer definition Clause). who are having the requisite infrastructure, plant & machinery and technical expertise to manufacture and deliver MFEDF as per Guidelines issued by the Ministry of Women and Child Development, Govt. of India, keeping in mind the various food safety and quality aspects prescribed therein. The manufacturers herein refers to Self Help Group/Mahila Mandal/Co-Operative Society/Proprietorship Firm / Partnership Firm / Limited Liability Partnership / Private Limited Company or Public Limited Company or any other legal entity registered in India(refer definition Clause).
- e)** Purpose: ICDS hereby invites proposals from reputed, competent, experienced and eligible Bidders (as defined under the Definition Clause) and having the minimum eligibility criteria as specified in this bidding document for the “Micronutrient Fortified Energy Dense Food (MFEDF) as Supply of Supplementary Nutrition Food (Take Home Ration) for Anganwadi Beneficiary”, for which this document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is also provided in this RFP document.

SECTION II: INSTRUCTIONS TO BIDDERS

DEFINITIONS

All the words and terms used in this RFP shall have the meaning as assigned here under except otherwise provided in the document:

- a) **“Bidder”** means reputed, competent, experienced bona fide manufacturer of Micronutrient Fortified Energy Dense Food (MFEDF) – [as defined under Definition Clause (f)], and/or manufacturer of Micronutrient Fortified Meal [as defined under Definition Clause (t)] which may be an Individual/Proprietor/SHG/Mahila Mandal/Partnership/Co-operative Society/LLP/Corporation/ Govt. undertaking /Company registered under Companies Act 1956/2013 or any other legal entity but does not include Consortium or Joint Venture or Special Purpose Vehicle (SPV) or Subsidiary/Holding/Associate/Group Company jointly as a single identity.
- b) **“Contract”** means the agreement to be entered into between the Purchaser and the Successful Bidder, as recorded in the Contract Form signed by the Parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- c) **“Day”** means Calendar Day.
- d) **“Destination”** means Mini Anganwadi Center/Anganwadi Centre in the State of Maharashtra.
- e) **“Price”** means the price payable to the Successful Bidder under the Contract for the full and proper performance of its contractual obligations.
- f) **“Micronutrient Fortified Energy Dense Food (MFEDF)”** means Food Items to be distributed as Take Home Ration being Supplementary Nutrition Food as per the provisions of National Food Security Act, 2013 meeting the nutritional standards prescribed in Schedule-II of the said Act and prepared following the Revised Nutritional & Feeding Norms and Guidelines issued by the Government of India on 24/02/2009, 24/12/2013 and 13/01/2021 duly fortified with essential micronutrients as per 50% of Recommended Dietary Allowance (RDA) during the manufacturing process and not requiring addition of any raw material before consumption. It should be 100 % vegetarian and should be prepared without using any preservative and include the food items prescribed under this RFP.
- g) **“Services”** means services ancillary to the supply of the MFEDF, such as transportation and insurance, any other incidental services and other obligations of the Supplier covered under the Contract.
- h) **“Purchaser”** means the organization purchasing the MFDEF, as named in this RFP.
- i) **“Supplier”** means the successful bidder(s) who has/have entered into the Contract with the purchaser for manufacturing and supplying of MFEDF and related services.
- j) **“Delivery Instruction (DI)”** means the letter issued with the intention

to communicate to the supplier the quantity of food to be manufactured that will be delivered during the specified period.

- k) **“Supply Order”** means the letter issued to the supplier to supply the food item to the Anganwadi centers.
- l) **“Last Five Financial Years”:** The last five financial years shall be 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22.
- m) **“Turnover”:** Turnover achieved by manufacturing and supplying of Micronutrient Fortified Energy Dense Food [as per Definition Clause (f) above] and/or supplying of Micronutrient Fortified Meal [as per Definition Clause (t) below] under any Government Scheme to the Central Government/ State Government/ Union Territory (Excluding Taxes/GST) in last five financial years will only be considered and will qualify the requirement of “Turnover”. The Turnover (without Taxes) should be substantiated by GST/VAT Return along with all applicable periodic returns submitted to the concerning Government Authorities during last five Financial Years, as per applicability, in addition to Financial Statements along with statutory Audit Report and Tax Audit Report (as applicable) during last five financial years, as per applicability. The turnover of Applicant Bidder, in its individual capacity (stand alone) will only be qualify the definition of “Turnover” and no Turnover of Consortium or Subsidiary/Holding/ Associate/ Group Company shall be considered under the definition of “Turnover”.
- n) **“Past Performance”:** The experience of manufacturing and supply of Micronutrient Fortified Energy Dense Food as Supplementary Nutrition Food under ICDS Scheme [as per Definition Clause (f) above] and/or supplying of Micronutrient Fortified Meal [as per Definition Clause (t) below] under any Government Scheme to the Central Government/ State Government/ Union Territory. The past performance of Applicant Bidder, in its individual capacity (stand alone) will only be qualify the definition of “Past Performance” and no Past Performance of Consortium or Subsidiary/Holding/ Associate/ Group Company shall be considered under the definition of “Past Performance”. Further, if there is any deviation in the Affidavit prescribed as **Annexure-I**, then performance by such Bidder shall not be considered as satisfactory performance and shall not entitled to participate in the Bidding Process.
- o) **Necessary Infrastructure:** Infrastructure includes Production Unit i.e. Manufacturing Plant, which should have automated manufacturing line for production of “Micronutrient Fortified Energy Dense Food” (MFEDF) as per the definition under Clause (f) and specifications prescribed in this RFP, with whole process having automated system for Fortification of MFEDF with essential Micronutrients with precise measurement. The Plant should also have system for manufacturing of MFEDF through appropriate technology, in addition to cleaning of dry raw material as per composition and should include but not limited to Power House (Generator), In-House Lab, office, packing unit, adequate separate storage facility of raw material and finished products and adequate finished product weight

management system and arrangement of necessary logistics to complete the supply chain up to the door step delivery. The automated system should have control and prevention from under cooking or over cooking of MFEDF and ensuring that there is no under dose or over dose of essential Micronutrients is done during the fortification process. The necessary infrastructure should have well established system of fortification to ensure the following basic principles for the fortification of micronutrients to MFEDF:

- (i) It shall be compulsory to have automatic mechanical system for blending and fortification of perfect composition of ingredients to maintain material accuracy;
- (ii) The essential nutrient should be sufficiently stable in MFEDF under customary conditions of packaging, storage, distribution and use;
- (iii) The essential nutrient should not impart undesirable characteristics to MFEDF and should not unduly shorten the shelf-life of the MFEDF;
- (iv) Methods of measuring, controlling, and/or enforcing the levels of added essential nutrients in MFEDF should be available;
- (v) The amount of the essential nutrient added should not result in excessive/lesser intakes by individuals with a high/low intake of MFEDF.
- (vi) The Vitamin & Mineral Premix to be used in production of MFEDF should be of vegetarian origin.
- (vii) The Vitamin & Mineral Premix to be used in production of MFEDF should have been procured from manufacturers/suppliers having valid license.

p) System of Automation: Technique, method or system of operating or controlling manufacturing process and mechanical operation by automatic means using electronic devices and software without any intervention of human hands from a control room. The system should have online and real time facility for checking the result of automation through an independent path with log, measurements, conforming all parameters, weighments, auditing process, locking data system, comparison of data and analysis of data for Production Unit for ensuring compliance to the terms and conditions of bid document including online monitoring system for ensuring quality parameters of MFEDF. The system should also have online monitoring of Micronutrient Fortification at Particle Per Million (PPM) level with precise measurement under online weighing system having homogenous mixing of micronutrient in the MFEDF. The system should ensure that MFEDF is having zero infection i.e. there should not be any physical, chemical and microbiological contamination in

the MFEDF and MFEDF have been fortified with essential micronutrients as per prescribed norms and there is no over dose or under dose of micronutrients in the MFEDF.

- q) **In-House Lab:** To ensure batch wise test of raw material and finished products regarding (1) Nutrient contents, (2) Chemical contaminants, (3) Physical conditions e.g. dryness, softness, uniform consistency, (4) Micronutrients and (5) Microbiological analysis, the necessary infrastructure, equipment and technically qualified personnel to carry out at least aforesaid tests of raw material and finished products.
- r) **Third Party Analysis of MFEDF:** To ensure that supply of MFEDF to the beneficiaries, it has to be confirmed by independent authority (i.e. NABL accredited laboratory) that (i) MFEDF is having zero infection i.e. there should not be any physical, chemical and microbiological contamination in the MFEDF (ii) MFEDF has been fortified with essential micronutrients as per prescribed norms and there is no over dose or under dose of micronutrients in the MFEDF (iii) it is complying with required calorie and protein norms, as prescribed under any statutory Act/ Rules/Regulations or Procuring Entity.
- s) **Government Entities/Government Undertaking / Government agency:** The Government Entities /Government Undertaking /Government agency owned or controlled, directly or indirectly, by the Central Government, or by State Government of Governments, or partly by the Central government and partly by one or more State Government.
- t) **“Micronutrient Fortified Meal”** means prepared meal eating regularly at a certain time with local taste, texture and liking duly fortified with essential micronutrients served to the beneficiaries of any Government Scheme as complete meal and not requiring any further cooking before consumption by the beneficiaries. It should be 100% vegetarian and should be prepared without using any preservative.

2.1. General Terms of Bidding

- a. The complete bidding document shall be published on Department website <https://www.wcd.maharashtra.etender.gov.in> and <https://mahatenders.gov.in>. For the purpose of downloading the tender document and for applying online, please visit the website <https://mahatenders.gov.in>. Any Modifications/addendum shall be uploaded on the e-tender website and the bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any Bidder fails to regularly check the website for any corrigendum/communication.

- b. Bidders who wish to participate in this bidding process must register and upload their bid online on <https://mahatenders.gov.in>.
- c. Maharashtra Procurement Policy 2016 and /or any amendment thereof shall be applicable to this RFP.
- d. Earnest Money Deposit through online gateway method or RTGS to be submitted as per the details given in clause 2.4 of this section.
- e. The Technical Bid together with the letter (**Annexure-II**) should comprise of documents as mentioned in Section - IV.
- f. Tender Bid will be evaluated in 4 stages
 - 1. The Technical Bid evaluation first.(Document verification) after qualifying evaluation stage 1st Bidder will be liable for 2nd stage evaluation.
 - 2. Plant Inspection. After qualifying evaluation stage 2nd Bidder will be liable for 3rd stage evaluation.
 - 3. Sample testing. After qualifying evaluation stage 3rd Bidder will be liable for 4th stage evaluation.
 - 4. Rate Tender Opening. After qualifying evaluation stage 3rd Bidder will be liable to enter in the 4th stage evaluation.

Financial Bid of only those bidders who qualify in Technical Bid (3 stages) will be evaluated thereafter for financial Bid.

- g. **Financial Bid:** For Financial Bid please refer **Annexure-VII**. BoQ template is enclosed.

2.2. Clarification of Bidding Documents

- a) Prospective bidder requiring any clarification of the bidding documents may request the Purchaser in writing at the Purchaser's mailing address indicated in the bidding document. Any change in the bidding document will be published in the form of corrigendum on Maharashtra tender website. (<https://mahatenders.gov.in>). All queries received on or before pre-bid meeting will be entertained in pre-bid meeting. No request etc. will be entertained thereafter.

2.3. Amendment of RFP Documents

- a) At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP document by corrigendum/addendum.
- b) The corrigendum/addendum will be notified on Maharashtra

Tender Website <https://mahatenders.gov.in> and <https://icds.gov.in> and office website <https://icds.gov.in>

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

2.4. Earnest Money Deposit (EMD)

- a) **EMD is 2%** of applied division tender value for each Bidder, as defined under the Definition Clause.
- b) EMD shall be furnished by online Gateway Method /RTGS to be remitted in favour of “Account Officer, Integrated Child Development Services, Maharashtra”. EMD of unsuccessful bidder will be returned on request after technical evaluation is complete.
- c) Scanned copy of EMD shall be submitted online.
- d) The amount of earnest money shall be forfeited if the bidder withdraws/ modifies the Bid during the period of validity, or if the successful bidder(s) after the award of contract, fail to furnish Security Deposit or fail to sign the contract and/or if the Bidder has furnished false notarized affidavit as per Annexure-I or has modified the notarized affidavit prescribed as per Annexure-I.
- e) The EMD shall remain valid for a period of 45 days beyond the original validity period of bid or beyond any period of extension requested subsequently.

2.5. Quotation Price

- a) The bidder must submit recipe-wise Rate (in the BoQ i.e. Annexure-VII) online only for the entire requirement of MFEDF items strictly as per Scope of Work / Technical specifications mentioned in Section - III of this RFP document. It is mandatory for the bidder to submit the rates of all recipes in respect of particular Division, for which the Bidder has applied.
- b) The Financial Bid will only be opened for such Bidders, which are qualified technically. The Financial Bid will be evaluated on the basis of Lowest Price of all MFEDF Item (sum of all MFEDF items) offered by the technically qualified bidder for that particular division. The sum of all items shall be taken into consideration for deciding lowest price for that particular division. However, negotiations will be made with L-1 Bidder to accept the lowest price of each MFEDF item quoted in all the division of the State for a single price for particular MFEDF item in the State. The

Commissioner reserves the right to place purchase order on one or more Successful Bidder(s) for that particular division subject to acceptance of lowest rate for respective MFEDF Item.

- c) Rates shall not be quoted anywhere else otherwise bid shall be declared invalid. Quoting rates for partial quantity and/or recipe items shall not be acceptable. No variation or variable quotations shall be accepted.
- d) The maximum admissible rate for each beneficiary group, as approved by the Government, is as under-

Type of Beneficiary	Approved Rate (in Rs.) (per beneficiary per day)
Children (6 Months to 3 years)	8.00
Pregnant Women	9.50
Lactating Mothers	9.50
SUW Children (6 Months to 6 years)	12.00
Adolescent Girls	9.50

- e) The rates quoted shall include all duties, taxes, fee etc. that may be levied in accordance with the laws and regulations in force. Nothing in this clause shall relieve the bidder from its responsibility to pay any tax, including any tax that may be levied in India on the profits made by it in respect of any transaction arising out of this tender document.
- f) The prevailing rate of GST on Supplementary Nutrition Food under ICDS Scheme is 5%, as per Notification dated 18.10.2017 issued by the Ministry of Finance. In accordance with the aforesaid Notification, a certificate will be issued by the Commissioner, ICDS to the Successful Bidder after completion of the supply. Thus, while quoting rates, the prevailing GST may be considered as 5%. Whenever Govt. changes GST rates same will be applicable to qualified bidder.
- g) In case, the Wheat/Rice is not allotted by the ICDS in time, the Bidder shall have to procure required Wheat/Rice in its own sources and the same shall be reimbursed by the ICDS as and when allotment is received from Government of India (GOI).
- h) The rates of each food item finalized through this tender shall remain fixed for the entire duration of the contract (it includes extension period also if granted).
- i) The bidders must keep in mind that the quantity mentioned in the schedule of requirement is a tentative approximation of requirement for the above-mentioned period. The requirement may

increase or decrease.

- j) GST or any new tax rates shall be applicable as per the Government policy from time to time after the last date of submission of Bid.
- k) If a bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

2.6. Validity of Bid

- a) Bid shall remain valid for 180 days after prescribed date of opening of technical bids as mentioned in NIT or corrigendum related to it. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.7. Tender Fee

- a) Tender Fee (non refundable) is Rs. 50,000/- (Rupees Fifty Thousand Only) inclusive of all taxes. Demand Draft/ Bank Draft of tender fee shall be submitted on the date as indicated in the Notice Inviting Tender (NIT).

2.8. Applicable Law and Jurisdiction

- a) The Contract shall be interpreted in accordance with the laws of the Union of India.
- b) All legal disputes shall be subject to jurisdiction of competent Court at Mumbai.

SECTION III: SCOPE OF WORK & TECHNICAL SPECIFICATIONS

3.1 Scope of Work

3.1.1 Integrated Child Development Services (ICDS) Scheme is being implemented by the Department of Women and Child Development, Government of Maharashtra (hereinafter referred to as the "Government"). ICDS is an important and prestigious welfare scheme for the benefit of children in the age group of 06 months to 06 years, adolescent girls, pregnant women and lactating mothers. Besides other services, the scheme provides Supplementary Nutrition in the form of Micronutrient Fortified Energy Dense Food (MFEDF) to these beneficiaries. For this purpose, Micronutrient Fortified Energy Dense Food (MFEDF) of various recipes to be manufactured by appropriate technology with essential micronutrients is to be provided to various categories of the beneficiaries under the ICDS scheme as Take Home Ration through Anganwadi Centers as per the guidelines of the Government of India to address malnutrition in the State.

3.1.2 The Government intends to procure following Nutrition Foods to accomplish the task:

- a) Energy Dense Moong Dal Khichdi Premix Fortified with essential micronutrients ,
- b) Energy Dense Tur Dal Khichdi Premix Fortified with essential micronutrients
- c) Multi Mix Cereals and Protein Premix
- d) Multi mix cereals and Protein Premix (Millet Base)

3.2 Schedule of Requirement for Division (in Rupees)

SCHEDULE OF REQUIREMENT FOR DIVISION (IN RUPEES)					
Sr. No.	Division	Total Project (Rural + Tribal + Urban)	Total Awcs (Awcs+Mini Awcs) (Rural + Tribal + Urban)	Total of Yearly Expenditure /Tender Value	15% of Yearly Expenditure
1	AURANGABAD	66	21152	2,289,527,400	343,429,110
2	AMARAVATI	108	12009	1,244,592,450	186,688,868
3	KOKAN	104	19897	1,576,468,800	236,470,320
4	NAGPUR	77	13688	1,252,403,050	187,860,458
5	NASHIK	96	20433	2,152,920,000	322,938,000
6	PUNE	102	23267	1,928,087,850	289,213,178
	TOTAL	553	110446	10,443,999,550	1,566,599,934

3.2.1 The recipes i.e. 1. Energy Dense Moong Dal Khichdi Premix Fortified with essential micronutrients 2, Energy Dense Tur Dal Khichdi Premix Fortified with essential micronutrients 3. Multi Mix Cereals and Proteins 4. Multi Mix Cereal and Protein Premix (Millet base) will be distributed through Anganwadi Centres as Take Home Ration for Children 06 month to 03 years, Pregnant and Lactating mothers and Adolescent Girls. Recipes can be cooked in 10 minutes time and be consumed at their convenience as per the local liking and taste.

3.2.2 The products need to be distributed in various projects of all 06 Divisions of State of Maharashtra and shall be delivered the same at various 553 projects 110446 Anganwadi Centres at village level in the State. Initially RFP is being called for all the 06 Divisions of Maharashtra State.

3.3 Government Guidelines to be followed:

3.3.1 The Government of India vide Gazette Notification bearing No. CD-III-22/3/2016-CD-III dated 28.06.2021, in view of issuance of streamlined guidelines dated 13.01.2021 addressing various operational aspects, has de-notified the Supplementary Nutrition (under the Integrated Child Development Services Scheme) Rules, 2017 and has also issued OM bearing No. CD-III-22/3/2016-CD-III dated 29.06.2021 directing the States/UTs to ensure compliance of streamlined guidelines dated 13.01.2021 as the said streamlined guidelines has superseded the Supplementary Nutrition (under the Integrated Child Development Services Scheme) Rules, 2017. Further, providing Raw Ration as Take Home Ration (THR) is not permissible under the Rules and Guidelines and THR as defined under National Food Security Act, 2013 not to be misconstrued as 'Raw Ration'. Thus, in the light of Gazette Notification dated 28.06.2021 and OM dated 29.06.2021 issued by the Government of India, the State is under obligation to ensure that the process for procurement of Supplementary Nutrition Food under ICDS Scheme is required to fulfil meticulously the provisions of (1) Streamlining Guidelines on Quality Assurance, Roles and Responsibilities of duty holders, procedure for procurement, integrating Ayush Concepts and Data Management and Monitoring through "Poshan Tracker" for transparency, efficiency and accountability in delivery of Supplementary Nutrition issued by Ministry of Women & Child Development vide letter dated 13.01.2021 (2) Provisions of National Food Security Act, 2013 (3) Nutritional and Feeding Norms issued by Ministry of Women and Child Development vide letter dated 24.02.2009 and (4) Operational Guidelines of Food Safety and Hygiene in ICDS circulated by Government of India vide letter dated

24.12.2013. The aforesaid Guidelines and directions are available on public portal, which may be visited by the Bidders. The salient features of aforesaid Guidelines and directions have been narrated below along with address of “links”, from where the said Guidelines/ directions can be downloaded by the Bidders from public portal. Accordingly, in view of the aforesaid guidelines and directions, present RFP is invited for procurement of Micronutrient Fortified Energy Dense Food (MFEDF) from eligible Bidders, as per Definition Clause.

STATUTORY PROVISIONS AND MANDATORY GUIDELINES REQUIRED TO BE FOLLOWED FOR PROCUREMENT OF SUPPLEMENTARY NUTRITION FOOD UNDER ICDS SCHEME

1. **Streamlining Guidelines on Quality Assurance, Roles and Responsibilities of duty holders, procedure for procurement, integrating Ayush Concepts and Data Management and Monitoring through “Poshan Track” for transparency, efficiency and accountability in delivery of Supplementary Nutrition issued by Ministry of Women & Child Development vide letter dated 13.01.2021:**

<https://wcd.nic.in/sites/default/files/ICDS%20FINAL%20GUIDELINES%202021.pdf>

- (a) Ensure quality of Supplementary Nutrition with reference to the norms of Food Safety as well as Nutrient Composition.
- (b) Supplementary Nutrition must conform to prescribed standards laid down under the Food Safety and Standards Act, 2006 and Regulations made there under to ensure consistent quality and nutritive value per serving.
- (c) Take Home Ration (Not Raw Ration) shall be tested from FSSAI empanelled/NABL Accredited Laboratory.
- (d) Supply chain process must be made transparent to ensure uninterrupted supply to the last mile.
- (e) The Poshan Trackers system ensures efficient audit of the delivery system by documenting real time attendance of beneficiaries and duty bearers.
- (f) Such a robust digital technology platform and management information system will help nutrition mission to scale efficiently.
- (g) To ensure actual receipt of Supplementary Nutrition through QR Code/OTP etc for efficient audit of delivery system.
- (h) To ensure that THR procured conforms to technical and nutritional standards set by Ministry of Women & Child Development.

2. **National Food Security Act, 2013**

http://www.egazette.nic.in/WriteReadData/2013/E_29_2013_429.pdf

3. **Nutritional and Feeding Norms issued by Ministry of Women and Child Development on 24.02.2009:**

https://wcd.nic.in/sites/default/files/univ_icds5.pdf

Fortification with essential Micronutrients of Supplementary Nutrition with 50% of RDA level per beneficiary per day, as indicated in the table provided under the said letter.

4. **Operational Guidelines of Food Safety and Hygiene in ICDS circulated by Government of India vide letter dated 24.12.2013:**

https://wcd.nic.in/sites/default/files/merged_document_3.pdf

3.3.2 The Child Development Project Officer(s) of the ICDS, shall ensure timely distribution of Micronutrient Fortified Energy Dense Food (MFEDF) at various Anganwadi Centers of his/her jurisdiction, under supervision and guidance of the concerned District Program officer (DPO).

3.4 Procurement/Storage/Process Administration & Management Services

3.4.1 The activities shall include:

- a) The Procurement, Lifting and transportation of Wheat and Rice under WBNP Scheme from designated depots of FCI godowns
- b) Unloading of wheat at manufacturing unit
- c) Procurement of raw materials other than Wheat and Rice like Defatted Soya Grit, Moong Dal, Masala , Tur Dal, Besan, Roasted Soya Flour, Maize, Sugar, Edible Oil, Packing materials, Flavours and Micronutrients
- d) Storage of wheat, other raw material, micronutrients, packing materials,
- e) Cleaning, testing and grinding of raw materials,
- f) Mixing of grinded raw materials as per specification of the EFBF
- g) Mixing and roasting of the mixture,
- h) Adding Sugar and Masalas as per specifications
- i) Fortification with required micronutrients and Testing of final product as per required norms before packing and sending it for anganwadi centers

3.4.2 Finally preparation of various product as per the technical Specifications

- a) Testing of quality as per specifications
- b) Packing of the final product as per packing specifications,
- c) Storage of final product at manufacturing unit,
- d) Loading of final product,
- e) Transportation of final product up to the ICDS Anganwadi centers of the respective divisions,
- f) Finalization of transportation plan in consultation with District Program Officer (DPO) Concern Districts and Urban CDPO in advance.

3.4.3 Transit Risk

- a) In the event of work order for supply being placed with the bidder, the bidder shall dispatch and deliver the goods at the delivery location at their own risk and cost.

3.4.4 Size of Packaging

- a) Size of the packaging of all the MFEDF may be modified by the Government at the time of Agreement.

3.5 Nutritional Norms, Budgetary Norm, Serving Size and Packing Size:

The Nutritional Norms, Type of Meal, Budgetary Norms and Serving Size for each beneficiary group shall be as under:

a) For Children under Age Group 6 month to 3 years

S. No.	THR	Nutritional norms per beneficiary per day	Type of Meal	Budgetary Norms per beneficiary per day	Serving Size per beneficiary per day	No.of days	Packing size
1	Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients	Calorie: 500 Protein:12-15	Take Home Ration	Rs. 8/-	125 grams	for 7 days	875 gms (1pouch)
2	Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients	Calorie: 500 Protein:12-15	Take Home Ration	Rs. 8/-	125 grams	for 7 days	875 gms (1pouch)
3	Multi Mix Cereals And Proteins	Calorie: 500 Protein:12-15	Take Home Ration	Rs. 8/-	125 grams	for 7 days	875 gms (1pouch)
4	Multi mix cereals and Protein Premix (Millet Base)	Calorie: 500 Protein:12-15	Take Home Ration	Rs. 8/-	125 grams	for 4 days	500 gms (1pouch)

Note: The nutritional norms for SEVERELY UNDER-WEIGHT CHILDREN (SUW) FROM 6 MONTHS TO 6 YEARS Children per beneficiary per day are Calories 800 Kcal, Protein 20-25 Gram additional quantity will be given.

- b) For Pregnant Women & Lactating Mothers and Adolescent Girls, the THR will be given as under:

S. No.	THR	Nutritional norms per beneficiary per day	Type of Meal	Budgetary Norms per beneficiary per day	Serving Size per beneficiary per day	No.of days	Packing size
1	Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients	Calorie:600 Protein:18-20	Take Home Ration	Rs. 9.50	150 grams	for 7 days	1050 gms 1(pouch)
2	Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients	Calorie:600 Protein:18-20	Take Home Ration	Rs. 9.50	150 grams	for 7 days	1050 gms 1(pouch)
3	Multi Mix Cereals And Proteins	Calorie:600 Protein:18-20	Take Home Ration	Rs. 9.50	160 grams	for 7 days	1120 gms (1pouch)
4	Multi mix cereals and Protein Premix (Millet Base)	Calorie:600 Protein:18-20	Take Home Ration	Rs. 9.50	160 grams	for 4 days	640 gms (1pouch)

Note: The rates shall be inclusive of all the assigned scope of work and all other related and ancillary expenses pertaining to the Scope of Work.

- a) 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.

3.6 RECIPE/PRODUCT SPECIFICATION

- i. For the beneficiaries under “ICDS” scheme, the MFEDF [as per Sub Clause (f) of Definition Clause] will be given as per following specifications:
- ii. All the following MFEDF [as per Sub Clause (f) of Definition Clause] should be in dry form and energy dense. At the time of delivery, the MFEDF [as per Sub Clause (f) of Definition Clause] should be fit for human consumption, free from odor, infestation and any poisonous

or deleterious substance and should remain so during the whole of the shelf-life period.

3.6.1 For children under the age group of 6 months to 3 years

- i. **Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients:** It should be manufactured using Rice, Defatted Soya grit , Moong Dal, Masala, and Edible oil as per the following composition:

Serving Size: 125 gram,

Total Calories on serving size: 501.01 Kcal

Total Protein on serving size: 15.45 gram

Maximum Rate: ₹ 8/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Rice	56.6	14	80.66	70.75
2	Defatted Soya Grit	8	6.1	10.61	10
3	Moong Dal	20	13	28.25	25
4	Masala	2.4	0.5	3.02	3
5	Edible Oil (Per 15 ml)	12	1	15.15	15
6	Micronutrients	1	-	1.25	1.25
	TOTAL	100			125

- ii. **Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients:** It should be manufactured using Rice, Defatted soya grit, Tur Dal, Masala and Edible oil as per the following composition:

Serving Size: 125 gram,

Total Calories on serving size: 501.01 Kcal

Total Protein on serving size: 15.45 gram

Maximum Rate: ₹ 8/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Rice	56.6	14	80.66	70.75
2	Defatted Soya Grit	8	6.1	10.61	10
3	Tur Dal	20	13	28.25	25
4	Masala	2.4	0.5	3.02	3
5	Edible Oil (Per 15 ml)	12	1	15.15	15

6	Micronutrients	1	-	1.25	1.25
	TOTAL	100			125

- iii. **Multi Mix Cereals and Proteins:** It should be manufactured using Wheat, Besan & Roasted Soya Flour, Rice, Maize, Sugar, and Edible oil, in the following composition.

Serving Size: 125 gram,

Total Calories on serving size: 521.89 Kcal

Total Protein on serving size: 13.40 gram

Maximum Rate: ₹ 8/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Wheat	47.00	12	65.80	58.75
2	Bengal Gram (Besan)	8.00	13	11.30	10.00
3	Roasted Soya Flour	8.00	6.1	10.61	10.00
4	Rice	8.00	14	11.40	10.00
5	Maize	4.00	12	5.6	5.00
6	Sugar	9.60	1	12.12	12.00
7	Edible Oil	14.40	1	18.18	18.00
8	Micronutrient	1.00	-	1.25	1.25
	TOTAL	100.00			125.00

- iv. **Multi Mix Cereals and Protein Premix (Millet based)-**It should be manufactured using Wheat, Rice, Besan, soya Flour, Bajra, Sugar, Edible Oil and Micronutrients in the following composition.

Serving Size: 125 gram,

Total Calories on serving size: 522.59 Kcal

Total Protein on serving size: 13.51 gram

Maximum Rate: ₹ 8/-

SR. No.	Ingredients	Item As per %	In grams	Total Protein (in grams)	Total Calories (in Kcal)
1	Wheat	47.00	58.75	6.22	189.14
2	Rice	8.00	10.00	0.79	35.64
3	Besan	8.00	10.00	2.16	32.91
4	Soya Flour	8.00	10.00	3.78	37.74

5	Bajra	4.00	5.00	0.55	17.40
6	Sugar	9.60	12.00	0.01	47.76
7	Edible Oil	14.40	18.00	0	162.00
8	Micronutrients	1.00	1.25	0	0
	Total	100.00	125.00	13.51	522.59

Above Millet based recipe will be implemented if Millets will be available in subsidized rates.

The Micronutrient Fortification details for the Children under the Age Group of 06 months to 03 years per beneficiary per day, as per 50% of RDA, are as follows:

Parameters	Proportion
Protein (Gram)	12 – 15
Calories (Kcal)	500
Iron (mg)	6
Vitamin A (mcg)	200
Calcium (mg)	200
Thiamine (mg)	0.3
Riboflavin (mg)	0.35
Niacin (mg)	4
Vitamin C (mg)	15
Free Folic Acid (mcg)	15

3.6.2 For Pregnant Woman, Lactating Mothers and Adolescent Girls

- i. **Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients:** It should be manufactured using Rice, Defatted soya grit, Moong Dal, Masala and Edible oil, per the following composition:

Serving Size: 150 gram,

Total Calories on serving size: 606.78 Kcal

Total Protein on serving size: 20.66 gram

Maximum Rate: ₹ 9.50/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Rice	49.00	14	83.79	73.50
2	Defatted Soya Grit	13.33	6.1	21.22	20.00
3	Moong Dal	20.00	13	33.90	30.00
4	Masala	3.33	0.5	5.03	5.00

5	Edible Oil (Per 15 ml)	13.33	1	20.20	20.00
6	Micronutrients	1.00	-	1.50	1.50
7	TOTAL	100.00			150.00

- ii. **Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients:** It should be manufactured using Rice, Defatted soya grit, Tur Dal, Masala, Edible Oil as per following composition:

Serving Size: 150 gram,

Total Calories on serving size: 606.78 Kcal

Total Protein on serving size: 20.66 gram

Maximum Rate: ₹ 9.50/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Rice	49.00	14	83.79	73.50
2	Defatted Soya Grit	13.33	6.1	21.22	20.00
3	Tur Dal	20.00	13	33.90	30.00
4	Masala	3.33	0.5	5.03	5.00
5	Edible Oil (Per 15 ml)	13.33	1	20.20	20.00
6	Micronutrients	1.00	-	1.50	1.50
7	TOTAL	100.00			150.00

- iii. **Multi Mix Cereals and Proteins:** It should be manufactured using Wheat, Besan, Roasted Soya Flour, Rice, Maize, Sugar and Edible oil, in the following composition.

Serving Size: 160 gram,

Total Calories on serving size: 624.65 Kcal

Total Protein on serving size: 20.29 gram

Maximum Rate: ₹ 9.50/-

SN	Ingredients	Composition (in %)	Process Loss (in %)	Total Composition (in gm)	Net Quantity in Serving (in gm)
1	Wheat	47.13	12	84.44	75.40
2	Besan	9.38	13	16.95	15.00
3	Roasted Soya Flour	12.50	6.1	21.22	20.00
4	Rice	6.25	14	11.40	10.00
5	Maize	5.00	12	8.96	8.00
6	Sugar	9.38	1	15.15	15.00
7	Edible Oil	9.38	1.00	15.15	15.00
8	Micronutrients	1.00	-	1.60	1.60

	TOTAL	100.00		174.87	160.00
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iv. **Multi Mix Cereals and Protein Premix (Millet based)**-It should be manufactured using Wheat, Rice, Besan, Soya Flour, Bajra, Sugar, Edible Oil and Micronutrients in the following composition.

Serving Size: 160 gram,
Total Calories on serving size: 625.77 Kcal
Total Protein on serving size: 20.46 gram
Maximum Rate: ₹ 9.50/-

SR. No.	Ingredients	Item As per %	In grams	Total Protein (in grams)	Total Calories (in Kcal)
1	Wheat	47.13	75.40	7.98	242.74
2	Rice	6.25	10.00	0.79	35.64
3	Besan	9.38	15.00	3.23	49.37
4	Defatted Soya Flour	12.50	20.00	7.56	75.48
5	Bajra	5.00	8.00	0.88	27.84
6	Sugar	9.37	15.00	0.02	59.70
7	Edible Oil	9.37	15.00	0	135.00
8	Micronutrients	1.00	1.60	0	0
	Total	100	160.00	20.46	625.77

Above Millet based recipe will be implemented if Millets will be available in subsidized rates.

The micronutrient Fortification details for Pregnant Women, Lactating Mothers and Adolescent Girls, 50% of RDA, per beneficiary per day are as follows:

Micronutrient	Prescribed fortification 50% of RDA (per beneficiary per day)
Vitamin A (µg)	475
Vitamin B-1 (mg) (Thiamine)	0.6
Vitamin B-2 (mg) (Riboflavin)	0.7
Vitamin B-3 (mg) (Niacin)	8
Vitamin B-9 (µg) (Folic Acid)	75

Vitamin C (mg)	40
Iron (mg)	15
Calcium (mg)	500

Note:

- i. All MFEDF [as per Sub Clause (f) of Definition Clause] shall have a good flavor and pleasant smell and should be suitable and palatable for beneficiaries of all divisions in the State of Maharashtra and should be manufactured / produced in such a manner that they can be prepared as under:
 - 3.7** Recipe 1 Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients
 - 3.8** Recipe 2 Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients
 - 3.9** Recipe 3 Multi Mix Cereals and Proteins
 - 3.10** Recipe 4 Multi Mix Cereals and Proteins Premix (Millet Based)
- ii. Following the Regulations issued under the Food Safety and Standards Act, 2006, the variation in value of Calorie, Protein and Micronutrients up to $\pm 10\%$ will be permissible and tolerance limit for each Recipe of MFEDF [as per Sub Clause (f) of Definition Clause].
- iii. The above products can be prepared instantly by just cooking in water in desired amount according to the local liking and taste.
- iv. Days, Quantity and Recipes may be changed or modified by the Commissioner ICDS as per the taste and liking of beneficiaries, which may includes Sheera, Upma, Stuffed Sweet, Salty Parantha, Vegetable Bhel, Vegetable Tikki, Laddoo, Thali Pith, Vadi, Pulao, Dal Rice Premix etc from Multi Mix Cereals and Proteins.
- v. Flavors / additives may be used but should have been permissible in the relevant Regulations of Food Safety and Standards Act, 2006.
- vi. Micronutrients used in manufacturing/production have to be of 100% vegetarian origin.
- vii. Micronutrients should be purchased from a manufacturer having valid Food / Drug license
- viii. The product shall meet the following requirements:
 - ix. **TASTE:** It shall have a pleasant smell and palatable taste and should have flavours permitted by FOOD SAFETY AND STANDARDS Act, 2006.
 - x. **SHELF LIFE:** Minimum shelf life of 120 days under normal conditions

to ensure safety from the date of manufacture and a minimum 80% shelf life at the time of delivery up to Anganwadi Centers.

- xi. All four products should be free from rancid and objectionable odour, extraneous matter, insects, fungus, rodent hair and excreta.
- xii. Safety Parameters: It shall be free from any objectionable matter.
- xiii. Not contain any substances originating from micro-organism or any other poisonous or deleterious substances, in amounts which may represent a hazard to health.
- xiv. The product should be packed in hermitically sealed cleaned and sound containers or in flexible pack made from film or combination of any or the subtract made of board paper, polythene, polyester, metalized film or aluminium foil in such a way to protect from deterioration, contamination and influence on food packers.

3.11 Manufacturing Specifications

3.11.1 The product shall be manufactured from fresh ingredients of good quality, which shall be free from foreign materials, substances hazardous to health, excessive moisture, insect damages and fungal contamination

3.11.2 The ingredients shall comply with FOOD SAFETY AND STANDARDS ACT, 2006 laws and standards

3.11.3 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 FOOD SAFETY AND STANDARDS ACT, 2006.

3.11.4 The production process of MFEDF [as per Sub Clause (f) of Definition Clause] shall be in accordance with the Code of Sound Manufacturing Practices and shall also be in accordance with the Code of Hygienic Practice for Foods for Infants and Children of the Codex Alimentarius.

3.11.5 The MFEDF [as per Sub Clause (f) of Definition Clause] should be manufactured according to the recipes specified in the Product Specifications clause of this tender.

3.12 Packaging

3.12.1 While Packaging must ensure sufficient protection of the product to prevent its damage or deterioration during transit up to their final destination as indicated in this tender document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, sunlight, humidity, salt and precipitation during transit and storage. Packing case, size

and weights shall take into consideration, where appropriate, the remoteness of the product's final destination during transport and storage under adverse climatic conditions.

3.12.2 The MFEDF [as per Sub Clause (f) of Definition Clause] in this RFP for Children between the age group 6 months to 3 years should be delivered in packets and 30 such packets should be packed in one bag.

3.12.3 Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients, Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients and Multi Mix Cereals and Proteins for Pregnant and Lactating women and Adolescent Girls should be delivered in packets and 30 such packets should be packed in one bag.

3.12.4 The required packing and labeling standards should meet the Regulations issued under FOOD SAFETY AND STANDARDS ACT, 2006.

3.12.5 At the time of delivery of the MFEDF [as per Sub Clause (f) of Definition Clause] weight of the packing material will not be taken into account. Only the net weight of MFEDF [as per Sub Clause (f) of Definition Clause] will be considered.

3.12.6 Specifications for the “Outer bag”: The outer bag should be made up of laminated HDPE woven bag with LDPE liner. The bag should be closed by folding and double stitching; removing air as much as possible.

3.12.7 Design for Outer Bag of Energy Dense Moong Dal Khichdi Premix fortified with essential Micronutrients, Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients and Multi Mix Cereals and Proteins MFEDF supplied for Adolescent Girls in SAG Districts may be different, if so required. The contents for the same will be provided by the ICDS.

3.12.8 QR-Code for the packaging will be mandatory.

3.12.9 Supply Chain Management - Commissioner ICDS has developed supply Management Chain system for monitoring of timely delivery of the product. Supply chain management Application/ Module that will be a hybrid application i.e. Web + Mobile system. This will help to ensure tracking and ensuring timely and regular Supply of THR for effective supply and monitoring of the Take Home Ration (THR) which will improve the timely supply and distribution of food grains for the beneficiaries of ICDS. Supply of the THR through this system is mandatory to selected bidders

3.12.10 Specifications for the “Pouch”:

3.12.11 The MFEDF [as per Sub Clause (f) of Definition Clause] have to be packed in air tight manner using food grade LDPE pouch. 100% virgin material should be used.

3.12.12 Pricing on packets manufactured shall not be allowed.

3.12.13 The pouches should be printed with the directions in Marathi language with pictures showing how to use the respective MFEDF [as per Sub Clause (f) of Definition Clause]. The contents for the same shall be provided by the ICDS.

3.12.14 “Food safe” ink should be used for printing and it should not contain Lead.

3.12.15 Packing and labeling shall conform with all applicable laws and regulatory requirements and to other provisions set out in this bid Document

3.12.16 Failure on the part of the Manufacturer to meet with the packing and labeling requirements shall entitle the Commissioner to reject the goods. In the event that the failure is a continuing failure that is not rectified by the Successful Bidder within 15 days of the failure being notified by the Commissioner, the Commissioner shall be entitled to terminate the contract and also to make financial and other claims against the Successful Bidder as may be warranted. The Commissioner will not be liable to make any payment to the Successful Bidder for any goods that might have been rejected or for any other claims that the Successful Bidder may make for damages or otherwise following the rejection of such goods or termination of the Contract, as the case may be.

3.12.17 Labeling of the “Pouch”:

The pouch of all MFEDF [as per Sub Clause (f) of Definition Clause] shall bear label as prescribed below:

- a) The composition of the content with levels
- b) Value of micronutrient per serving
- c) Manufacturers name and address
- d) Date of Packing
- e) Batch No.
- f) Manufacturing License no.
- g) Warnings, if applicable
- h) Storage instructions

- i) Net Weight
- j) Best before (date and month)
- k) The wording "," "and"
..... -!" in Marathi language as per
the guidelines of Government of India.
- l) Logo of the ICDS.
- m) Any other requirement as per the Regulations issued under FOOD
SAFETY AND STANDARDS ACT, 2006 and applicable packaging
act.
- n) Any other particulars as required under the existing rules/orders
or as may be communicated subsequently
- o) Finalizing the design of the packing material: Failure to include
any of the above information, without the prior consent of the
ICDS, may result in rejection of the consignment and non-payment
of the supplies made thereof. Successful Bidder will be under
obligation for providing samples of packing and all labels for
approval before the first dispatch.

3.13 Sampling Method

3.13.1 The standard procedure shall be followed to get the representative sample from the batches supplied by the Successful Bidder.

3.14 Testing Method

3.14.1 All tests necessary to determine the conformity of the prescribed standard specifications will be conducted. The quality of the MFEDF [as per Sub Clause (f) of Definition Clause] of the representative samples drawn from the offered stock for supply shall be tested as per Specifications prescribed under this RFP. The Supply Chain Management System (SCM) need to be adopted by the bidder while delivering the THR in consultation with ICDS.

3.15 Quality Control and Inspection

3.15.1 The Manufacturer (s) must, at all times, ensure that the MFEDF [as per Sub Clause (f) of Definition Clause] being supplied shall always conform to the quality standards approved or prescribed by the Commissioner. Strict compliance with these quality standards is mandatory and deviations shall not be permitted under any circumstance. Any deviation from specifications shall lead to automatic rejection of the MFEDF at the time of acceptance and entitle the Commissioner, to make financial claims for direct/indirect damages, losses and costs against such Successful Bidder, if the required quantity is not replaced free of cost at the ultimate

destination, in prescribed time limit. The Commissioner shall also be entitled to initiate any other action as it may deem appropriate as per the Food Safety and Standards Act, 2006 and the rules and regulations made there under from time to time, including penalty or suspension of agreement or termination of the agreement, if required quantity of MFEDF is not supplied as per the prescribed quality specifications and within prescribed time limit.

- 3.15.2** The Commissioner or his nominated and authorized agency or representative shall have the right to inspect and/or to test the supplied MFEDF to ascertain the veracity of the contents of such MFEDF and notify the Successful Bidder of any deficiency that are found during the course of inspection for rectification of the same. Such inspection shall not set free any such Successful Bidder(s) from his responsibilities.
- 3.15.3** Once the products are ready, the sample/s must be taken by the Successful Bidder(s) from each batch of the MFEDF which may be tested in house laboratory for analysis, once result of the sample(s) confirm that the MFEDF quality offered is as per the specifications given in this tender, it may be dispatched to the point of delivery.
- 3.15.4** The Successful Bidder will inform to the Commissioner, details of his representative or the Supervisor appointed, if any by him, with directions for all reasonable facilities for drawing the samples.
- 3.15.5** The Commissioner reserves the right to collect random samples from the Project(s) for any of the Recipe during the course of every DI (Delivery Instruction) and conduct the testing of the MFEDF(s) from any NABL (National Accreditation Board for Calibration and Testing Laboratory) accredited laboratory. The cost for analysis of such samples shall be borne by the Successful Bidder(s).
- 3.15.6** The Commissioner's right to inspect, test and where necessary, reject the MFEDF after the MFEDF arrival at the ICDS Anganwadi Centers shall in no way be limited or waived by reason of the MFEDF having previously been inspected, tested and passed by the ICDS or its representative prior to the MFEDF dispatch from their manufacturing unit.
- 3.15.7** If need arises, the Commissioner may review the arrangement of offering quantity for supply, testing the quality of the MFEDF and starting dispatch to the destinations and make changes in the proposed system. The changes in the proposed system will be communicated to the Successful Bidder before its implementation.
- 3.15.8** Batch wise analysis of MFEDF items from NABL Accredited

Laboratory shall be done by the Supplier on following parameters-

- a) Protein
- b) Energy
- c) Micronutrients
- d) Moisture
- e) Total Ash

and its report shall be communicated to the Purchaser immediately without fail. If test reports are not found in conformity with the specification as mentioned in the RFP, the supplier shall not supply the same for distribution.

- a) At regular intervals (preferably six months) MFEDF may be tested from Government/NABL laboratory for the following parameters-

- a) Protein
- b) Energy
- c) Micronutrients
- d) Total aflatoxin
- e) Shelf life of the product
- f) Heavy metals
- g) Pesticide residues
- h) Microbiological parameters-TPC, yeast and mould, Coliform, E. coli, S. aureus, Salmonella, Clostridium Botulinum and also the packaging materials.

3.16 ESTIMATED QUANTITY

3.16.1 Estimated requirement of Micronutrient Fortified Energy Dense Food (MFEDF) items is mentioned in Division-wise in schedule per month which is subject to modification due to exigencies and policy of the government from time to time.

3.16.2 The Commissionerate of Integrated Child Development Services Schemes will issue a monthly Delivery Instruction (DI). The Successful Bidder shall be bound to manufacture and deliver any such quantity of MFEDF in accordance with the DI.

3.17 Procedure for Delivery

3.17.1 The District Program officer for rural projects and Child Development Project Officer for urban projects shall issue the Supplier "Delivery Instruction" (hereinafter referred to as DI) every after 02 months indicating quantity of MFEDF items to be delivered at all 1,10,446 Anganwadi Centers, at respective allocated division, DI will be issued before 45 days of requirement schedule i.e. June/July Delivery Instruction will be issued before 15th April.

3.17.2 On issue of such delivery instructions, the supplier will ensure

delivery of MFEDF items within 45 days from the date of issuance of DI to each Anganwadi Center. The MFEDF must be delivered at the Anganwadi centers at least sixty days ahead of its expiry date of food.

3.17.3 Dispatch of the MFEDF to the field level storage place may be carried on by the Successful Bidder at any point of time, but, supply of MFEDF to the AWCs shall be done only after a Supply Order to dispatch to AWCs is issued by the concern district DPO and Urban CDPO officers of ICDS.

3.17.4 The ICDS intends to implement online tracking system for Delivery of MFEDF at Anganwadi Centers, for which integrated software with Mobile App developed and software approved by the ICDS will be implemented. For implementation of online tracking system, QR Code shall be used on Pouches, HDPE Bags and Delivery Slips. The ICDS shall provide server space for data storage and after completion of the contract period, the software shall be the property of the Department. The data stored in the software shall be held by the ICDS and no Successful Bidder shall have access to the data.

3.18 PENALTY PROVISIONS

3.18.1 The Successful Bidder shall abide by the DI issued by the concern and Urban Child Development Project (DPO), District Program Officer of (CDPO) Officer, Integrated Child Development Services Schemes. However, if at any time during the performance of the agreement, the Successful Bidder encounters force majeure impeding timely manufacture and delivery of the MFEDF items and performance of his services, Successful Bidder shall promptly inform the Commissioner in writing of the facts of the delay, its likely duration and cause(s). After receipt of information from the Successful Bidder, the Commissioner shall evaluate the situation and may, at its discretion, extend the time of the delivery.

3.18.2 In case of delay in delivery of MFEDF items as per the DI, unless an extension of time is agreed upon by the Purchaser as explained above, a penalty @ 0.5% of the cost of the quantity involved in delayed delivery per week/part of week will be made and the amount will be deducted from the bills of the Successful Bidder. If the period of delay is less than a week, no deduction shall be made and thereafter deduction shall be made based on the penalty provision as indicated above.

3.18.3 If the Test Report of a sample is found beyond tolerance limit of the prescribed standards as specified in this RFP document (i.e. more than $\pm 10\%$ in the value of Calorie, Protein and Micronutrients), the entire quantity of respective batch of food shall not be supplied to Anganwadi Centre and if there is delay in the process of replacement of product beyond 30 days period, the penalty will be imposed on Successful Bidder as per above penalty clause mentioned in the RFP.

3.18.4 If any post consumption issue arises, showcase notice will be issued and matter will be processed and decided in accordance with the provisions of law.

3.19 SUBMISSION OF BILL AND MODE OF PAYMENT

3.19.1 The Successful Bidder shall submit invoice(s) for the MFEDF items manufactured and delivered in a particular month along with the Test Reports to the office of Commissionerate, Integrated Child Development Services Schemes. The invoice(s) must be supported by statement of delivery challans duly signed by the authorized officer of the Project office.

3.19.2 After the scrutiny of the invoice(s), due verification reports from district officers and satisfactory test reports, payment will be made to the Successful Bidder. All the payments will be made through e-payment system to the account.

3.19.3 A detailed Standard Operating Procedure (SoP) will be issued by the purchaser for smooth delivery, distribution, verification and payment etc after signing of contract with the successful bidder(s).

3.19.4 There is no provision for advance payment to the Successful Bidder in any case.

3.20 MISCELLANEOUS

The Department may be at liberty to develop online monitoring system and the Bidder shall have to follow the said system.

SECTION IV: ELIGIBILITY CRITERIA OF BIDDERS

4.1 ELIGIBILITY / PREQUALIFICATION CONDITIONS

- 4.1.1 The Bidder [as defined under Clause (a) of Definition Clause] must be bona-fide manufacturer of Micronutrient Fortified Energy Dense Food [as defined under Clause (f) of Definition Clause] and/or manufacturer of Micronutrient Fortified Meal [as defined under Clause (t) of Definition Clause]. In case Bidder falls under the category of Micro, Small or Medium Enterprise, the copy of Udyog Aadhar/Udhyam Registration must be submitted by the Bidder. Contractors, traders, middlemen, distributors, dealers, agents and any other individual and / or legal entity who are not bona fide original manufacturer of MFEDF are strictly prohibited from bidding in this RFP.
- 4.1.2 All the qualifying criteria as specified in this RFP must be fulfilled by the bidder itself. The bidder shall submit Power of Attorney as per format at **Annexure-IV** authorizing any person(s) to represent the bidder and sign contract.
- 4.1.3 Bidder(s) must have during any of 03 financial years out of last 05 financial years [as per Clause (l) of Definition Clause] minimum average turnover [as per Clause (m) of Definition Clause] equivalent to 15% of yearly expenditure for the division(s) applied for. However, the last financial year (2021-22) shall be considered mandatorily in calculating any of 03 financial years out of last 05 financial years. During the last financial year (2021-22), the Bidder must also have the minimum turnover [as per Clause (m) of Definition Clause] at least equivalent to 15% of total yearly expenditure of smallest division of the State to ensure that the unit of such Bidder(s) was in operational condition during the last financial year.
- 4.1.4 The bidder must have necessary Infrastructure, System of Automation and In-House Lab as defined under the Definition Clause for which necessary documents shall be enclosed.
- 4.1.5 The Bidder must submit Affidavit strictly in accordance with format prescribed under **Annexure-I**. Any deviation to the format prescribed in Annexure-I entail the Bidder disqualified without any further evaluation resulting forfeiture of EMD furnished by the Bidder.
- 4.1.6 All the valid licenses and certificates required under this proposal for the manufacturing unit designated for supply must be in the name of bidders only during which the Unit is claimed to be in operation. The unit designated for supply of MFEDF under this proposal must

mandatorily be in operation during last financial year (i.e.2021-22).

- 4.1.7 The Net Worth of the bidder should not be less than 05% of the total yearly expenditure/tender value of applied divisions as reflected in the audited balance sheet for FY 2021-22. Net Worth shall mean capital of the Proprietor or Partnership Firm or SHG or Mahila Mandal or Cooperative Society or other Legal Entity (in case of Bidder being Proprietor/Partnership Firm/SHG/Mahila Mandal/ Cooperative Society and other Legal Entity). However, in case of Bidder being Corporate Entity, the Net Worth shall mean as defined under Section 2(57) of Companies Act, 2013 i.e. (57) “net worth” means the 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. The bidder shall submit a certificate issued by registered Chartered Accountant for the above.
- 4.1.8 The bidder must demonstrate that it has a record of satisfactory past performance [as per Sub Clause (n) of Definition Clause] history equivalent to the turnover criteria prescribed under this Eligibility/Pre-Qualification Criteria. Bidder must submit an affidavit regarding the same which clearly shows the ordered and supplied quantity of MFEDF/Fortified Meal and its value year wise. The bidder shall also submit copy of the work orders issued by concerned State/UT Governments along with a declaration that the submitted list of work orders is exhaustive and no work order and its performance has been omitted by omission or commission. Bidders must furnish detailed information regarding State-wise supply completed and order received in the prescribed format given in **Annexure-V**.
- 4.1.9 Bidder shall furnish all documents establishing the eligibility and conformity to the Proposal Document. The bidder should ensure that all certified copies are legible.
- 4.1.10 The Bidder is required to submit 03 Samples (each Sample having 500 gram weight) of each Recipe prescribed under this RFP along with NABL Accredited Laboratory Test Report physically along with Tender Fee and EMD on the date prescribed under RFP. The Commissioner or TEC shall be at liberty to get the sample tested from any Government or NABL Accredited Laboratory to verify the Test Report before declaring the Bidder as Technically qualified. The failure of the sample in the Test will entail the Bidder Technically disqualified.

4.1.11 The bidder must submit self-attested copies of the following documents in addition to the documents for establishing the fulfilment of eligibility criteria.

- (a) Registration Certificate of Bidder (in case of Proprietorship Firm – GST Registration Certificate, in case of Partnership Firm – Partnership Deed along with Firm Registration Certificate, in case of Company – Certificate of Incorporation, Copy of MOA and AOA, in case of Cooperation Society/Mahila Mandal – Copy of Registration Certificate and Bye-Laws.
- (b) Copy of Authorization issued to the person for submission of Bid along with Power of Attorney executed in favour of authorized person.
- (c) DIC Registration/Udyog Aadhar/Udhyam Registration, in case the Unit is registered as Micro or Small or Medium Enterprises.
- (d) Copy of PAN CARD
- (e) Copy of GST Registration Certificate.
- (f) All GST returns, for which eligibility of turnover and past performance has been claimed.
- (g) Copy of FSSAI License.
- (h) Copy of ISO 22000:2005 / 22000: 2018 certification of bidder's manufacturing unit.
- (i) Copy of Factory License
- (j) Copy of Consent to Operate issued by the respective Pollution Control Board
- (k) Turnover Certificate issued by the Chartered Accountant/ Statutory Auditor.
- (l) Net worth certificate issued by the Chartered Accountant/ Statutory Auditor along with relevant Balance Sheet, on the basis of which net worth is claimed.
- (m) Financial Statements (as defined under Companies Act, 2013) for last 05 financial years along with complete Audit Report (i.e. Statutory Audit Report and Tax Audit Report – as per applicable provisions of law).
- (n) Notarized Affidavit, on non-judicial stamp paper of Rs. 100/- strictly as prescribed under **Annexure-I**,
- (o) Copy of Analytical test report of MFEDF as per specification and parameters prescribed under this RFP.
- (p) Copy of documents required for substantiating past performance.
- (q) Copies of the documents in support of having necessary infrastructure (list of Plant & Machinery), and list of In-House Lab Equipments, Automation System.
- (r) Bid Document duly signed and stamped on each paper in token of acceptance of all terms & conditions of bidding document.

4.1.12 Following documents must also be furnished:

Sl. No.	Entity	Document Required
1	In case of Proprietorship Firm	Copy of Registration Certificate. An undertaking on non-judicial stamp paper of Rs 100/- stating that-Bidder shall be liable for contractual obligations, responsibilities and liabilities arising under the Agreement.
2	In case of Partnership Firm	Copy of Partnership Deed and Firm Registration Certificate. Resolution duly signed by all the Partners for participation in bidding process and execution of Agreement, in case of selection. An undertaking on non-judicial stamp paper of Rs 100/- by all the partners, stating that:-all the Partners of the firm shall be jointly and severally liable for obligations, responsibilities and liabilities arising under the Agreement.
3	In case of Company (duly registered under Companies Act 1956 / 2013)	Copy of Certificate of Incorporation. Copy of Memorandum and Articles of Association. True Copy of Board Resolution duly signed and certified by Director / company secretary for participation in bidding process and execution of Agreement, in case of selection. An undertaking on non-judicial stamp paper of Rs 100/- by all the Directors, stating that:-in addition to the company, all the Directors thereof shall also be jointly and severally liable for obligations, responsibilities and liabilities arising under the Agreement
4	In case of Self Help Group / Mahilla Mandal / Village Community	Copy of Registration Certificate and Bye-Laws. Resolution duly signed by all the Members of Managing / Executive Committee for participation in bidding process and execution of Agreement, in case of selection. An undertaking on non-judicial stamp paper of Rs 100/- by all the Members of Managing / Executive Committee, stating that:-all the Members of Managing / Executive Committee shall be jointly and severally liable for obligations, responsibilities and liabilities arising under the Agreement.
5	In case of Co-operative Societies The Co-operative society	Copy of Registration Certificate and Bye-Laws. Resolution duly signed by all the Members of Managing/Executive Committee for participation in bidding process and execution

	must be registered under Maharashtra Co-operative Societies Act, 1960	of Agreement, in case of selection. An undertaking on non-judicial stamp paper of Rs 100/- by all Members of Managing / Executive Committee, stating that:- all the Members of Managing / Executive Committee shall be jointly and severally liable for obligations, responsibilities and liabilities arising under the Agreement.
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4.2 Withdrawal of Bids

- 4.2.1 The bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal is received by the purchaser prior to the deadline prescribed in the submission of Bid.
- 4.2.2 No bid may be modified subsequent to the deadline for the submission of bids.
- 4.2.3 No bid may be withdrawn in the interval between the deadline for submission of the bids and the expiry of the period of Bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in forfeiture of the bidder's Earnest Money.

4.3 MISCELLANEOUS

- 4.3.1 If any certificate issued by an Authority is in regional language, then its English version duly attested must also be necessarily attached.
- 4.3.2 All pages including copy of RFP uploaded in the bid must be duly indexed, paged and signed by competent person of the entity. The scanned copy of bid that is uploaded should be in serial order.

SECTION V: SELECTION PROCEDURE - EVALUATION OF BIDS

5.1 Evaluation of Bids

5.1.1 Documents Submission: Technical Evaluation Committee (TEC) shall review the documents submitted by the bidder to determine whether the requirements as mentioned under this RFP are met. Incomplete or partial submissions of documents are liable for disqualification. TEC reserves the right to seek clarification if required. All those technically qualified bidders, who complete the document process will be eligible for the next procedure of the tender process and during the next process, the TEC shall be at liberty for testing of samples submitted by the Bidders before processing further for evaluation of Bid.

5.1.2 Plant Visit: The Commissioner or its authorized representative or TEC shall be at liberty to carry out detailed inspection for the necessary infrastructure, automation system and in-house lab of Bidders to ensure that the same qualify the requirement of definition clause of RFP. The Commissioner or its authorized representative may also evaluate the necessary infrastructure and in-house lab and will accordingly explore the competency of Bidders, in accordance with Bid Document and all other terms and conditions of this Bid, to carry out scope of work in accordance with requirement under this Bid. The Bidders would be under obligation to demonstrate during the course of inspection, production of MFEDF at its required optimum capacity from all Production Lines. The compliance of standards laid down for Hazard Analysis Critical Control Point (HACCP) and measures taken to avoid any food hazard will also be examined by the Commissioner or its authorized representative. The Commissioner or its authorized representative may also obtain physical Samples during visit and the said Samples taken during physical inspection may be got tested from the approved NABL lab to ensure that the processed MFEDF produced by the Bidder(s) are complying the Product Specifications, as per specifications, parameters and norms of Purchaser. In case, it is decided by the Commissioner to carry out the detailed inspection of Bidders qualified in technical bid, then the Bidders, which were found to be complying with the requirement, as mentioned above, will only be considered as Technically qualified and the Bidders, which fail in the physical inspection or whose samples collected during the course of physical inspection are not found as per specifications on being tested from NABL Laboratory shall stand disqualified and Financial Bid of such Bidders shall not be opened.

5.1.3 The financial proposals of the technically qualified bidders shall be

opened and evaluated as prescribed under this RFP.

- 5.1.4** The Commissioner, Integrated Child Development Services Schemes, Women and Child Development, Government of Maharashtra reserves the right to annul the Bidding Process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reason. In the event that the Commissioner rejects or annuls all the Bids, it may, in its discretion invite all eligible bidders to submit fresh Bids.
- 5.1.5** Bid with any condition imposed by the bidder shall be summarily rejected.
- 5.1.6** Canvassing directly or indirectly in any way, shall render the bid liable for cancelation and the Bid Security (EMD) shall be forfeited as damages payable to the Commissioner for time cost and effort without prejudice to any other right or remedy that may be available.
- 5.1.7** The lowest bidder shall be decided on the basis of Free on Road destinations price, taxes and freight offered by bidders. The bid of the lowest evaluated bidder (L-1) may be considered for award.
- 5.1.8** For deciding such lowest bidder (L-1), the sum of all items shall be taken into consideration for that particular division. However, negotiations will be made with L-1 Bidder to accept the lowest price of each MFEDF item quoted in all the division of the State for a single price for particular MFEDF item in the State. The Commissioner, Integrated Child Development Services Schemes reserves the right to negotiate with L-1& L-2 bidder and shall have an absolute power and authority to take a decision in the best interest of the scheme.
- 5.1.9** The Commissioner, Integrated Child Development Services Schemes reserves the right to award the work to more than one bidder at L1 quoted price provided that they accept the rate quoted by L1 bidder, for ensuring timely delivery of MFEDF to the beneficiaries and monitoring the scheme. In this regard, decision of the Commissioner, Integrated Child Development Services Schemes shall be final.
- 5.1.10** After evaluation of the bids, finalization of price and its acceptance by the Competent Authority, the successful bidder(s) will be issued the "Letter of Intent" for the work.

5.2 SECURITY DEPOSIT

- 5.2.1** After the “Letter of Intent” for work is issued, the successful bidder shall furnish 3% Security Deposit of the total contract value and sign the Contract within 15 (Fifteen) working days from the date of issue of the “Letter of Intent”.
- 5.2.2** The Security Deposit will be acceptable only in the form of Demand Draft of Nationalized or Scheduled Bank in favor of the Account Officer, Integrated Child Development Services Schemes, Government of Maharashtra or irrevocable and unconditional Bank Guarantee by a Nationalized or Scheduled bank in the prescribed format as per **Annexure-VI**. The Security Deposit should be valid for six month beyond the expiry of the Contract. In case the period of Contract is extended, the validity period of Security Deposit shall also be extended by the successful bidder in such a manner that the Security Deposit is valid for six month beyond the expiry of the extended Contract.
- 5.2.3** After furnishing of Security Deposit and signing of Contract within above said stipulated time of 15 days, Earnest Money Deposit shall be refunded to the Successful Bidder.
- 5.2.4** In case the successful bidder fails to furnish the Security Deposit and / or to sign the Contract within the stipulated period, his Earnest Money will be forfeited and “Letter of Intent” issued shall be cancelled.
- 5.2.5 Contract Period** – The Contract will remain in force for a period of three (3) years from the date of execution of the agreement. The Contract may further be extended for a maximum period of 1 (one) year, if any unforeseen reason delays in Tender like fire, flood, earthquake or any other natural disaster, blockage of roads, labour dispute / strike, lockout, outbreak of Covid-19, embargo, riots, failure of law & order and unusually severe weather conditions etc. with the permission of government. Subletting of the work, in any form shall not be allowed in any case and the Contract is liable to be cancelled forthwith, if any breach of this condition comes to the notice of Purchaser.
- 5.2.6** Subletting of the work, in any form shall not be allowed in any case and the Contract is liable to be cancelled forthwith, if any breach of this condition comes to the notice of Purchaser.
- 5.2.7** The Security Deposit may be forfeited by the ICDS, if it is noticed that the Successful Bidder has sublet the work awarded to him and/or if on receipt of any information or otherwise it is noticed that the Successful Bidder has furnished false notarized affidavit prescribed in Annexure-I or has submitted by making modification in the said

affidavit.

5.3 WHOM TO CONTACT

5.3.1 For any other information the Commissioner, Integrated Child Development Services Schemes, Women and Child Development, Navi Mumbai, Maharashtra may be contacted.

5.4 TERMINATION OF CONTRACT

5.4.1 In case of repeatedly deficiency in quality and inordinate delay in deliveries of the MFEDF items or unsatisfactory performance of Contract by the Supplier, the Purchaser may rescind the Contract and recover damages up to ten percent of the unexpired value of Contract. However, such action shall be taken after affording reasonable opportunity of hearing to the Supplier. Appeal against this order may be filed before Principal Secretary/ Secretary, Department of Women and Child Development Government of Maharashtra.

5.4.2 The contract may also be terminated for violation of provisions of RFP or terms and conditions and non-compliances of supply chain management as agreed upon.

5.5 FORCE MAJEURE

5.5.1 The Supplier will not be liable for any excess costs or penalty for failure to perform, if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include fire, flood, earthquake or any other natural disaster, blockage of roads, labour dispute / strike, lockout, outbreak of Covid-19, embargo, riots, failure of law & order and unusually severe weather conditions. The Purchaser will decide such cases on merit and the decision of Commissioner Office will be final.

5.6 RESOLUTION OF DISPUTES

5.6.1 All disputes arising out of the Contract will be settled by the mutual discussions failing which it shall be decided by a Sole Arbitrator. The Sole Arbitrator shall be appointed by mutual consent of the parties; failing such consensus, Commissioner, Integrated Child Development Services Schemes, Women and Child Development, Government of Maharashtra shall be Sole Arbitrator. The decision of Sole Arbitrator shall be final and binding upon both the parties. The expenditure incurred by each party in this connection with the preparation, presentation, etc of arbitration proceedings shall be borne by each party itself.

5.6.2 Notwithstanding any reference to arbitration herein the parties shall

continue to perform their respective obligations under the Contract unless they otherwise agree.

5.6.3 Legal jurisdiction of any legal dispute will be at the Court of Law at Mumbai High Court, Maharashtra only.

ANNEXURE-I

NOTARIZED AFFIDAVIT(On Stamp Paper)

The Bidder is required to submit an affidavit, in the following format (duly signed by all the Partners of the Partnership Firm/LLP/all the Directors of Company/Proprietor himself (in case of Proprietorship Firm)/all the executive members of SHG/Mahila Mandal/Cooperative Societies) and/or all the members of any other legal Entity. The format of Affidavit is prescribed as under:

I.....Son of Shri.....Age.....Resident of..... being Authorized Representative/Authorized Signatory of Bidder.....do hereby solemnly affirm and state on behalf of Bidder:

- (a) That the Bidder itself and any of its Associate Company/Associate Concern/Associate Firm/related Parties/Holding/Subsidiary Company /JV Partners or any of its Group Companies/Group Concern on account of any administrative and/or financial linkage by extending corporate guarantee or getting the credit rating and/or otherwise or having any conflict of interest as defined under Para (f) of this Affidavit (in short “Bidder” for the purpose of this Affidavit only) have never been foreclosed/debarred/blacklisted/terminated/suspended/annulled/disc ontinued supply/cancellation of Agreement/forfeiture of EMD in relation to manufacturing and supply of Supplementary Nutrition Food under ICDS Scheme or procurement relating to Food Items by Central Government/any State Government/any Government Department/ Government Organization/Government undertakings/Government Federations/Corporation/Government agency/Local Authority(in short “Government Entities”).
- (b) That no any particular or details given by the Bidder in any of bid to Government Entities was/is found to be incorrect or has not concealed the facts or has not made misrepresentation or the certificate or any documents furnished by the Bidder was/is not found to be fabricated and ingenuine.
- (c) That during the period for which experience and other eligibility criteria has been claimed by the Bidder, the Bidder was having all the statutory licenses in its own name, in respect of its manufacturing unit, proposed for supply under the present bidding process and no any production activity has been carried out by the Bidder from this manufacturing unit without having all the statutory licenses, in the name of Bidder itself and the Bidder has carried out all the compliances to all the statutory licenses and there is no any violation of the terms and conditions of any license resulting criminal case against the Bidder.
- (d) That the Bidder was never involved in any corrupt and fraudulent practice in the past.
- (e) That the Bidder including its Partners/Directors/Promoters/Members of executive Committee has never been convicted for imprisonment by Court of Law.
- (f) That Bidder is not having any conflict of interest and was also not

having any conflict of interest at any time, which inter alia includes (i) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have or had any time common controlling shareholders (substantial interest i.e. 20% of shareholding) or other ownership interest; and/or (ii) Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other information about, or to influence the Proposal of either or each other; and/or

(iii) Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan, equity or subordinate debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan, equity or subordinated debt to any other Bidder, its Member or Associate thereof; and/or (iv) Bidder and/or other Bidders are not having JV/SPV/Associate of another Company i.e. the Bidders participating are not having JV/SPV/Associate of another common Company; and/or (v) Bidders are not having any common Director/Promoter/Partner/Associate/Proprietor/Executive Member to another Bidder.

- (g) That all the eligibility criteria is being fulfilled by the Bidder itself.
- (h) That the Bidder was not having dual constitution at any time and has never existed in dual constitution simultaneously at any time.
- (i) That in case any of the affirmation made by the Bidder, as aforesaid, is found to be incorrect or misleading either on inspection by Procuring Agency or on the basis of information received through other sources, such Bid will be liable to be rejected and in case agreement has been made, the same will be liable to be rescinded and the same will be without prejudice to any other consequences (including forfeiture of EMD and/or Security Deposit) to which the concerned Bidder will be exposed for making concealment off acts, misrepresentation and misleading the Procuring Agency.

Deponent

Verification

I.....Son of Shri.....Age.....Resident of..... being Authorized Representative/Authorized Signatory of Bidder.....do hereby verify that what has been stated in the aforesaid Affidavit is true and correct. No facts has been concealed or withheld. May God help me.

Deponent

ANNEXURE – II

LETTER COMPRISING THE TECHNICAL BID

To,
The Commissioner,
Integrated Child Development Services Scheme,
1st Floor Raigad Bhavan,
CBD Belapur,
Navi Mumbai-400614

SUB: Supply of Micronutrient Fortified Energy Dense Food as Supplementary Nutrition for distribution among Children in Age Group of 06 Months to 03 Years of Age, SUW Children From 6 Months to 6 Years, Pregnant Women, Lactating Mothers and Adolescent Girls Under Umbrella ICDS through 110446 Anganwadi Centers in the state of Maharashtra

Dear Sir,

With reference to your RFP document I/We:-

1. have examined the bid document and understood their content and hereby submit my / our BID for the aforesaid work. The Bid is unconditional and unqualified.
2. acknowledge that the authority will be relying on the information provided in the BID and the document accompanying the BID of the aforesaid Work and we certify that all information provided in the Bid and its **Annexure-I to VII** along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all the documents accompanying the bid are true copies of their respective originals.
3. shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the bid.
4. acknowledge the right of Authority to reject our bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. certify that there is no deviation in the Affidavit prescribed under **Annexure-I**.
6. Declare that, I/We:
 - a) have examined and have no reservations to the bidding documents.

- b) certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt or fraudulent or coercive or undesirable or restrictive practice.
7. Understand that Authority may cancel the bidding process at any time and that Authority are neither bound to accept my BID that you may receive nor to invite the bidder to BID without incurring any liability to the bidders.
 8. Offer an EMD of Rs.....(Rupees.....only) to the Authority in accordance with the RFP document.
 9. The EMD has been furnished through Online payment gateway/RTGS and receipt thereof is attached.
 10. Agree and understand that the BID is subject to the provisions of the Bidding documents. In no case, I/we shall have any claim or right of whatsoever nature if the contract is not awarded to me/us or our Bid is not opened or rejected.
 11. The Bid price has been quoted after taking into consideration all the terms and conditions stated in the RFP and our own estimates of costs.
 12. Agree and understand to abide by all terms and conditions of the RFP document.
 13. Shall keep this offer valid for.....days (.....) from the BID due date specified in the RFP.

I/we submit this BID is in accordance with the terms of the RFP document.

Yours faithfully,

(Signature, name of designation of Authorized Signatory)

Name and Seal of bidder

ANNEXURE - III
DETAILS OF BIDDER

1. General Information
 - a) Name:
 - b) Address:
 - c) Date of Incorporation:
 - d) The entity is registered as:
 - e) Whether entity is registered as Micro/Small/Medium:
2. The details of the Members of executive body / Proprietor / Partners / Directors/Directors of constituent Entities as the case may be:-

S. No.	Name	Father's / Husband's Name	Address	Contact No (Mobile / Landline)	Email ID	*details as required

*PAN of all members of Self Help Group / Mahila Mandals/Co-operative Society / Proprietorship firm / Partnership Firm / Limited Liability Partnership CIN of Private Limited Company and Public Limited company / PAN and DIN of all Directors.

3. Details of Individual(s) who will serve as point of contact for the Authority
 - a) Name
 - b) Designation
 - c) Address
 - d) Telephone number
 - e) Email Address
4. Particulars of the Authorized signatory of the bidder
 - a) Name
 - b) Designation
 - c) Address
 - d) Telephone number
 - e) Email Address
5. Bank Details of the Bidder

Signature of Authorize Signatory with Seal of the Bidder

ANNEXURE - IV

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF THE BID

Known all men by these presents, we.....(name of the Bidder with address of the registered office) do hereby irrevocably constitute, nominate appoint and authorize Mr./Ms (Name).....son/ daughter /wife ofaddress..... as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such deeds, acts and things as are necessary or required in connection with or incidental to submission of our BID for

“SUPPLY OF MICRONUTRIENT FORTIFIED ENERGY DENSE FOOD AS SUPPLEMENTARY NUTRITION FOR DISTRIBUTION AMONG CHILDREN FROM 6 MONTHS TO 3 YEARS OF AGE, SUW CHILDREN FROM 6 MONTHS TO 6 YEARS, PREGNANT WOMEN, LACTATING MOTHERS AND ADOLESCENT GIRLS UNDER UMBRELLA ICDS THROUGH 110446 ANGANWADI CENTRES IN THE STATE OF MAHARASHTRA”

Including signing and submission of all applications, BID and other writings and document, participate in Pre-BID and other meetings and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our BID and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID and / or upon award thereof to us and / or until the entering into of the Contract with the Authority.

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

IN WITNESS WHEREOF WE,... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY...OF.....

(Signature, name, designation and address) of the person authorized by Board Resolution (in case of firm / company / partner in case of LLP or Partnership firm)

Witness:- 1.
2.

Accepted

.....
(Signature)

(Name, title and address of Attorney)

NOTARIZED

ANNEXURE - V

FORMAT FOR PERFORMANCE STATEMENT
(FOR A PERIOD OF LAST FIVE YEARS)

Name of the Entity_____

Order placed by (Full address of Purchaser)	Order No. & Date	Description & quantity of MFEDF Food	Value of Order (in Lakh Rs.)	Details of Delivery		Value of delivered quantity (in Lakh Rs.)
				Quantity	Date	
1	2	3	4	5	6	7

I/ we declare that

1. List of work orders is exhaustive.
2. No work order and its performance has been omitted by omission or commission.
3. During the course of executing the given order, no breach of terms and conditions has taken place.

Signature and Seal of Bidder

.....

ANNEXURE - VI
BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

**The Commissioner,
Integrated Child Development Services Scheme,
1st Floor, Raigad Bhavan,
CBD Belapur,
Navi Mumbai-400614**

WHEREAS:

M/s.....having its registered office at (Name and address of the bidder (hereinafter called the “successful bidder”) and Commissioner of Integrated Child Development Services Scheme, Government of Maharashtra (hereinafter called the “ICDS”) have entered into a contract (hereinafter called the “Contract”) for the work – SUPPLY OF MICRONUTRIENT FORTIFIED AND/OR ENERGY DENSE FOOD AS SUPPLEMENTARY NUTRITION FOR DISTRIBUTION AMONG CHILDREN FROM 6 MONTHS TO 3 YEARS OF AGE, SUW CHILDREN FROM 6 MONTHS TO 6 YEARS, PREGNANT WOMEN , LACTATING MOTHERS AND ADOLESCENT GIRLS UNDER UMBRELLA ICDS THROUGH 110446 ANGANWADI CENTRES IN THE STATE OF MAHARASHTRA subject to and in accordance with the provisions, terms and conditions of Contract dated.....and the Government having agreed to accept the Security Deposit of Rs.(Rupees..... Only) in the form of Bank guarantee for the due fulfillment of the Contract.

We (name and address of the Bank) (hereinafter referred to as the “Bank”) at the request of M/s.....(name of the successful bidder) do hereby undertake to furnish this bank guarantee (hereinafter referred to as the “Guarantee”) to the Government an amount not exceeding Rs./- (Rupees Only) hereinafter referred to as the “Guarantee Amount”)

NOW HEREOF, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank, unconditionally and irrevocably guarantees, the due and faithful payment against any loss and damage caused to or suffered or would be or would be caused to or suffered by Government by reason or any breach by the said successful bidder of any of the terms or conditions contained in the said Contract.
2. We do hereby undertake to pay the amount due and payable under the guarantee on a demand from the Government stating that the amount

claimed is due by way of loss or damage caused to or would be cause or would be caused to or suffered by the ICDS by reason of any breach by the said successful bidder of any of the terms and condition contained in the said agreement or by reason of the successful bidder's failure to perform the said contract. The Bank further agrees that the Government shall be the sole judge as to whether the Successful Bidder is in default in due and faithful performance of its obligation during and under the agreement, its decision that the Successful Bidder is in default shall be final and binding on the Bank. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...../-(Rupees Only).

3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the successful bidder in any suit or proceeding pending before any Court, Tribunal, arbitrators or any other authority or body relating thereto, our liability under this guarantee being absolute and unequivocal.
4. The payment so made by us under this guarantee shall be valid discharge of our liability for payment there under and the successful bidder shall have no claims against us for making such payment.
5. In order to give effect to this Guarantee, the ICDS shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Successful Bidder and / or the Bank, whether by their absorption with any other body, or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
6. It shall not be necessary and the Bank hereby waives the necessity, for the Government to proceed against the Successful Bidder before presenting to the Bank its demand under this Guarantee.
7. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the ICDS.
8. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the agreement and that it shall continue to be enforceable till all the dues of the ICDS under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged or till the ICDS certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said successful bidder and accordingly discharges this guarantee.
9. The Guarantee shall cease to be in force and effect on unless a demand or claim under this guarantee is made on us in writing by the ICDS on

or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder

10. We further agree with the ICDS that the ICDS shall have the fullest liberty, without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said successful bidder from time to time or to postpone for any time or from time to time, any of the powers exercisable by the Government against the said successful bidder and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relived from our liability by the reason of any such variation, or extension being granted to the said successful bidder or for any forbearance, etc, commission or omission on the part of the Government or any indulgence by the Government to the said successful bidder, or by any such matter or things whatsoever which under the law relating to the sureties would but for this provision have effect of so reliving us.
11. The Bank undertakes not to revoke this guarantee during the currency except with the previous express consent of the ICDS in writing
12. Any notice by way of request, demand or otherwise hereunder, may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post, it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted, and a certificate signed by an officer of the ICDS that the envelope was so posted shall be conclusive.
13. This guarantee shall remain valid in full effect from to...

Signed and sealed onday of2021 at.....

SIGNED, SEALED AND DELIVERED for and on behalf of the Bank by:
Signature Name Designation Address

Note:

1. The address, telephone number and other details of the Head office of Bank as well as the issuing bank should be mentioned on the covering letter of the issuing branch.

Item-wise BoQ

Tender Inviting Authority: Commissionerate, Integrated Child Development Services Schemes
(Department of Women and Child Development, Government of Maharashtra)

Name of Work: Energy Multi Item Contract for Supply Of Micronutrient Fortified Energy Dense Food (MFEDF) as Supplementary Nutrition Food (Take Home Ration) for Anganwadi Beneficiaries among Children from 6 Months to 3 Years of age, Severely Under-Weight Children (SUW) from 6 Months to 6 Years, Pregnant Women and Lactating Mothers and Adolescent Girls under umbrella ICDS through 110446 Anganwadi Centres in the State of Maharashtra

Ref. No:.....

Name of the Bidder/ Bidding Firm/ Company:							
PRICESCHEDULE Note:-Rates offered should at door step delivery (including all Charges) (RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified /replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER#	TEXT#	TEXT#	NUMBER#	NUMBER	NUMBER	NUMBER#	TEXT#
Sl. No.	Beneficiary Group	RECIPE	RATE PER MT In Figures To be entered by the Bidder (EXCLUDINGGST)in Rs. P	Applicable GST Percentage	GST Amount	TOTAL AMOUNT (INCLUDING GST) ⑨=⑧+⑤	TOTAL AMOUNT In Words
१	२	३	४	५	६	७	८
		Energy Dense Moong					

		Dal Khichdi Premix					
१		fortified with essential					
		micronutrients					
२	Children under Age Group ६ month to ३ years	Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients					
३		Multi Mix Cereals And Proteins					
४		Multi mix cereals and Protein Premix (Millet Base)					
५		Energy Dense Moong Dal Khichdi Premix fortified with essential micronutrients					
६	Pregnant Women & Lactating Mothers and Adolescent Girls	Energy Dense Tur Dal Khichdi Premix fortified with essential micronutrients					
७		Multi Mix Cereals And Proteins					
८		Multi mix cereals and Protein Premix (Millet Base)					
Total in Figures							
Quoted Rate in Figures							
Quoted Rate in Words							

Note- Column No. 7 will be considered for L1 and it must be below Rs. 8/- for beneficiaries aged 6 months to 3 years (Normal Category beneficiaries) , below than Rs. 12.00/- for malnourished beneficiaries in the age group of 6 months to 6 years and less than Rs.9.50/- for pregnant women, lactating mothers and adolescent girls for calculating per beneficiary per day.