

**DEPARTMENT OF SOCIAL WELFARE, WOMEN AND CHILD DEVELOPMENT
CHANDIGARH ADMINISTRATION
(ICDS CELL)**

**3rd FLOOR, TOWN HALL EXTENSION BUILDING, SECTOR-17,
NEAR ESTATE OFFICE, CHANDIGARH, CONTACT: 0172-2700372**

EXPRESSION OF INTEREST

Expression of Interest is invited from the eligible and interested Govt. Organisations and Cooperative Societies (Regd.) with Registrar C-operative of respective State/UT to supply Flavoured Sweet Milk in 150 ML Poly Pouch (FSSAI Approved) in 450 Angnwaricentres, U.T. Chandigarh for one year from the date of award of contract. The detailed terms & conditions can be downloaded from the official website <https://www.chdsw.gov.in> or www.eppure.gov.in or shall be taken from the office at the address given above. The interested parties are requested to submit their EOI with documentary proof in a sealed cover ascribed "Expression of Interest for supply of Flavoured Sweet Milk in 150 ML Poly Pouch in the office of Director, Social Welfare Department Women and Child Development, Chandigarh Administration 3rd Floor, Sector-17, Near Estate Office, Chandigarh upto **6th April 2023 upto 3:00 P.M.** The Expression of Interest will be opened in the office room of the Director, Social Welfare Department Women and Child Development, on dated **10th April 2023 at 3.30 P.M.** The Director, Social Welfare Department Women and Child Development, Chandigarh Administration reserves the right to reject any/all the Expression of Interest without assigning any reason, whatsoever.

-sd-

**Director Social welfare
Social Welfare Department
Women and Child Development
Chandigarh Administration**

TERMS & CONDITIONS FOR SUPPLY OF FLAVOURED SWEET MILK IN 150 ML POLY POUCH FSSAI APPROVED – APPROX 28000 NOS. TWICE A WEEK TO THE BENEFICIARIES OF 450 ANGANWADI CENTRES IN UT CHANDIGARH UNDER ICDS SCHEME (STATE BUDGET) FOR A PERIOD OF ONE YEAR.

I. ELIGIBILITY

The Govt. Organization/ Cooperative Society (Regd.) with Registrar Cooperative of respective State/ UT (having experience in the field of Food/ Beverages/ Consumable items) are eligible to submit Bid, who has an experience of at least 02 years' from the date of submission of bid & has supplied minimum 8400 Nos. Flavored Sweet Milk in 150 ML Poly pouch per day/1260 Liters Milk/Milk Products per day. However, undertaking will have to be given by the bidder to supply 28000 Nos. Flavored Sweet Milk in 150 ML Poly Pouch twice a week.

- (I) Bidder should have an experience in the field of supply of Food/Beverage/ Consumable items in India for the last 02 years from the publishing of this bid.
- (II) Bidder should have Registration Certificate/ license from FSSAI.
- (III) The Govt. Organization/ Cooperative Society (Regd.) with Registrar Cooperative of respective State/UT must have its camp office or shop in tri-city of Chandigarh.

II. AVERAGE TURNEOVER

The bidder must have an average turnover during the last three years of **Rs. 61.20** Lakh from the date of submission of rate and having GSTIN.

III. SCOPE OF WORK

Supply of Flavored Sweet Milk (minimum Fat 3% and Sugar Content not more than 10g)in 150 ML Poly Pouch-FSSAI approved–approx. 28000 Nos. twice a week to the beneficiaries of 450 Anganwadi Centres in UT Chandigarh under ICDS Scheme and should remain valid for a period of one year.

IV. EARNEST MONEY DEPOSIT DECLARATION

The Govt. Organization/ Cooperative Society (Regd.) with Registrar Cooperative of respective State/ UT will deposit the Bid Security **Rs.4.08 Lakh** in shape of Fixed Deposit receipt/Bank Guarantee of any Scheduled Bank duly pledged in favour of Director Social Welfare, Chandigarh Administration , which shall remain valid for a period of 120 days beyond the final bid validity period.

V. CONTRACT AGREEMENT

Successful bidder will have to execute agreement on the non-judicial stamp papers worth Rs.100/- in the format to be obtained from the Social Welfare Department, within a stipulated period not later than 30 days from the date of award of contract.

VI. PERFORMANCE SECURITY DEPOSIT

Successful Bidder shall furnish 3% Performance Security Deposit of Contract Value in the form of fixed deposit receipt/bank guarantee from a scheduled bank in favour of Director Social Welfare, UT, Chandigarh within 15 days from the date of issuance of supply order valid for a period of 90 days beyond the date of completion of all contractual obligations or extended period as the case may be. In the event of its non-performance, non-adherence of terms and conditions, entire security deposit of the Bidder shall be forfeited by the department.

VII. RATES

Rate should be quoted for Flavored Sweet Milk in 150 ML Poly Pouch- FSSAI approved Sugar Content not more than 10g (including proper packing, delivery/transportation charges & other taxes) to be supplied twice a week to the beneficiaries of 450 Anganwadi Centres in UT Chandigarh under ICDS Scheme (State Budget) for a period of one year.

VIII. OTHER TERMS AND CONDITIONS

- i)** Rates quoted shall be valid for acceptance for one year and shall not be modified during the contract period.
- ii)** Flavored Sweet Milk in 150 ML Poly pouch should meet the requirement of minimum Fat 3% and Sugar Content not more than 10g.
- iii)** Supplier would be responsible for Supply of Flavored Sweet Milk in 150 ML Poly Pouch- (approx. 28000 Nos.) twice a week in 450 Anganwadi on working days between 9:00 am to 10:00 am or as shall be decided by the department.
- iv)** Conditional bid will not be accepted.
- v)** Sample of Flavored Sweet Milk in 150 ML Poly Pouch will be collected from the Anganwadi Centers on any working day once in a fortnight for lab testing. The cost of the lab tests shall be borne by the supplier. If sample fails to meet the required parameters then the supplier shall be blacklisted and work order shall be cancelled.
- vi)** Bidder should be registered under FSSAI and having copy of valid license.
- vii)** The provision of GFR will prevail where the bid document is silent.

IX. GENERAL TERMS & CONDITIONS

1. **Service & Support: Availability of Service Centres:** Bidder **must** have a **Functional** Service Centre in the State of each Consignee's Location. If service center is not already there at the time of bidding, successful bidder shall have to establish one local office with 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be Rs.61.20 Lakh. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution/incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. **Generic: Bidder Financial standing:** The bidder should not be under liquidation, **court** receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Certificates:** Bidder's offer is liable to be rejected if they don't upload any of the certificate/documents sought in the Bid document, ATC and Corrigendum if any.

5. **Generic:** Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST%.

6. **Experience Criteria:** The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any **Central/State Govt. Organization/PSU/Public Listed Company** for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year.

7. **Past Project Experience:** For fulfilling the experience criteria any one of the following **documents** any considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note. etc.

8. **Past Performance:** The bidder or its OEM{themselves or through reseller(s)} should have supplied same or similar category products of bid quantity, in at least one of the last three financial years before the bid opening date to any Central/State Govt. Organization/PSU/Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted alongwith bid in support of quantity supplied in the relevant financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

9. **Financial Criteria: NET WORTH:** Net Worth of the OEM should be positive as per the last **audited** financial statement.

10. **Generic:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the orders quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

X. Penalty Clause:

The following penalty will be imposed besides penalty shown on GTC under GeM Portal:-

- i)** In case short supply, bill amount of the short supply + 2% value of short supply will be deducted.
- ii)** In case Non supply, bill amount of the Non supply + 10% of the value of Non supply will be deducted.
- iii)** In case substandard supply, bill amount of substandard supply + 5% value of substandard supply will be deducted.
- iv)** In case of late supply, (after the stipulated time between 9:00 am to 10:00 am. twice a week as per schedule fixed from time to time by the department) 0.5% of the bill amount of the late supply will be deducted.

XI. PAYMENT PROCEDURE

- Payment for the supply of Flavored Sweet Milk in 150 ML Poly pouch will be made to the supplier on the basis of rates quoted in financial bid.
- Supplier will submit bills on monthly basis and the payment of the same shall be released accordingly of duly verified bills.
- No advance payment will be considered.
- In case of delayed payment from the department for any reason the successful bidder shall continue the supply at least for 02 months from its own resources throughout the contract period.
- TDS will be deducted as per provisions of income tax.

XII. TERMINATION OF AGREEMENT

The agreement may be terminated on occurrence of any of the following contingencies:-

- On the expiry of the agreement period without any prior notice.
Or
- If supplier fails to supply Flavored Sweet Milk of 150 ML Poly Pouch-FSSAI approved, twice a week to be provided to the beneficiaries of 450 Anganwadi Centres Chandigarh within the time schedule, the agreement will be terminated without any notice and the order shall be assigned to the other firm on the same terms & conditions.
Or
- In case of any change in the Departmental policy, the agreement can be cancelled with one month notice.
Or
- In case the services rendered by the supplier are found unsatisfactory, agreement can be cancelled by giving one month notice.
Or
- In case of breach of any of the terms & conditions of the agreement by Supplier, agreement can be cancelled by giving one month notice.
Or
- On assigning the agreement or any part thereof or any benefit or interest therein or there under by the Supplier to any third person/party for sub-letting the agreement wholly or a partly, agreement can be cancelled by giving one month notice.

"However during the notice period for termination of the agreement, in the situations contemplated above, Supplier shall continue to discharge his duties till the termination of the agreement".

XIII. ARBITRATION

In the event of any dispute or difference arising out of concerning this agreement whatsoever shall be referred to the sole arbitration of the Secretary Social Welfare, Chandigarh Administration whose decision thereon shall be final and binding on the parties thereto. The venue of arbitration shall be only at Chandigarh (India). There shall be no objection by the Supplier that the arbitrator, Secretary Social Welfare, Chandigarh Administration, may have dealt with the subject matter earlier in the official capacity. The expression Secretary Social Welfare, Chandigarh Administration shall mean and include an acting officiating Secretary Social Welfare, Chandigarh Administration.

XIV. JURISDICTION

The courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

CHECK LIST

(To be filled & proof should be attached dully self-attested)

a) Profile of the Bidder:

The Bidder should furnish the following details:-

| Sr. No. | Particular | Page No. | Remarks |
|----------------|---|-----------------|----------------|
| 1. | Name of the applicant-The Govt. Organizations/ Cooperative Society(Regd.) with Registrar Cooperative of respective State/ UT (having experience in the field of Food/ Beverages/ Consumable items),Location of office (Local) with complete address, telephone No./Fax No., if any | | |
| 2 | Nature of the Govt. Organizations/ Regd. Cooperative Society (having experience in the field of Food/ Beverages/ Consumable items) | | |
| 4 | 02 years' experience in the field of Food/ Beverages/ Consumable items (Documents may be attached as per General Terms and Conditions Clause No.7) | | |
| 5 | Proof of minimum supply of 1260 liters Milk/Milk product per day as per Terms and Conditions of bid document | | |
| 6 | Undertaking to supply 28000 Nos. Flavored Sweet Milk twice a week as per terms and condition of bid document | | |
| 7. | The bidder should not be under liquidation, court receivership or similar proceedings should not be bankrupt. Bidder to upload undertaking to this effect with bid. | | |
| 8 | Earnest Money Deposit Rs. 4.08 Lakh in connection with the supply of Flavored Sweet Milk -approx. 28000 Nos. | | |
| 9 | Balance sheet showing turn over Rs. 61.20 Lakh for the last 03 financial years duly signed and audited by CA | | |
| 10 | Registration Number and certificate under FSSAI | | |
| 11 | Details of the bidder or its OEM{themselves or through reseller(s)} should have supplied same or similar category products of bid quantity, in at least one of the last three financial years before the bid opening date to any Central/State Govt. Organization/PSU/Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted alongwith bid in support of quantity supplied in the relevant financial year. | | |
| 12 | Copy of PAN Number GSTIN. | | |
| 13 | Copy of Registration Certificate of Co-operative Society. | | |
| 14 | Whether the Bidder Organization i.e.the Govt. Organization/ Cooperative Society (Regd.) with Registrar Cooperative of respective State/ UT has ever been blacklisted by any Organization/Government? (If No, attach an affidavit duly executed and attested by the executive Magistrate/ Notary Public/ Oath Commissioner) | | |
| 15 | Other information, if any. | | |

Signatures of the bidder with Seal

Full Name :