

**TERMS AND CONDITION FOR SETTING UP OF THE SEMI AUTOMATED  
KITCHEN FOR THE SUPPLY OF SUPPLEMENTARY NUTRITION  
PROGRAMME (SNP) FOOD TO THE ANGANWADI BENEFICIARIES IN  
DISTRICT GURUGRAM**

1. Non-Profitable Organization(NPO) should have spacious covered kitchen having separate cooking area, separate storage room and separate washing area. The kitchen should be well lighted and ventilated. Wire mesh should be fixed on the windows. There should be a source of fresh water supply. Toilet should be located separately.
2. In case water is to be stored in the vessels, the vessels should be cleaned and of food grade quality and should be covered. The utensils used for preparing food should be of good quality Hindalium. The Kitchen should have adequate containers for distribution of food from the centralized kitchen to Anganwadi Centres. The containers having provision for keeping the food hot should only be used. The NPOs will ensure the cleanliness of the premises, utensils and the food handlers. At least five big sized fly killers, two to four big exhaust fans and four fire extinguishers properly filled, branded and in the working condition should be installed in the kitchen.
3. Regular pest control has to be done by the NPOs on monthly basis Proper and regular garbage disposal mechanism should be available. Garbage lifting has to be ensured on daily basis.
4. In case the NPO fails to supply the Supplementary Nutrition of good quality (either in terms of nutrition or hygiene) to the satisfaction of the department, no payment shall be made for the day on which poor quality food has been supplied.
5. The NPOs shall ensure that the kitchen is clean at all the times and food should be prepared in a clean and hygienic condition. The kitchen should have a gas bank. It should also be ensured that there is "Zero Infection" in the food prepared in the kitchen.
6. Kitchen staff should wear neat and clean uniform i.e. apron, mask, disposable gloves, caps and separate chappals every time they are in the kitchen. They should have nails properly cut and cleaned.
7. The NPO black listed by any Government Department/Autonomous agency will not be eligible for applying Expression of Interest. Every NPO would be required to submit an affidavit that the applicant has never been blacklisted by any Government Department/Government undertaking.
8. The NPO will sign a contract/MOU with the department before any work order is assigned.
9. Initially the work will be allotted for supply of Supplementary Nutrition for one year only. If performance of NPO is found satisfactory then the supply order may be extended for further period on yearly basis subject to maximum period of three years (including initial contract of one year).
10. Ail oils, spices and raw ingredients should be of good food grade quality. Storage area of raw ingredients should be rodent free and all storage bags should be placed on the platforms raised above the ground.
11. The Organization should have their own arrangements of sufficient vehicles for distribution and the distribution system has to be so planned that the maximum distribution time is 60 minutes i.e. the food must reach the allotted centre within 60 minutes of despatch from the kitchen. Non Profit Organization (NPOs) should ensure that at food is to be supplied to the anganwadi centres 11.30 AM to 12.00 noon. In case, NPO fails to supply the food items in time to the anganwadi centres due to any reason, the department shall be at liberty to purchase any item in lieu thereof from any other source at the risk and cost of the Non Profit Organization (NPO).
12. If the kitchens are not found satisfactory or any shortcomings are found in the supply of food to the anganwadi centres during the inspection, maximum three notices will be served thereafter the Non Profit Organization (NPO) will be blacklisted by the department keeping in view the shortcomings found.
13. The NPO shall make uninterrupted supply of the supplementary Nutrition from kitchen set up by them to the anganwadi centres assigned to them by involving the Self Help Groups as per menu prescribed by the department.

14. The NPO shall not supply their product to any other source in the same/ similar/designed packet or weaning food and the words "ICDS" Supply and "not for sale" should be mentioned on each packet.
15. The NPO shall not assign/sub-let the work of supply of SNP to any other person/firm/organisation. The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The NPO shall take all possible steps to ensure and to maintain its performance as determined by this department from time to time.
16. With every dispatch of material, the NPO shall prepare delivery challan in triplicate which shall be sent to the anganwadi centres with the supply. Out of which the original copy duly signed by the anganwadi worker or in her absence by the anganwadi helper who received the supply of SNP material, shall be submitted to the Child Dev Project Officers by the NPO on day to day basis for record and the 2<sup>nd</sup> copy shall remain with the Anganwadi Centre and the 3<sup>rd</sup> copy with the NPO for their record and at the same time the Anganwadi Worker of the centre will intimate the requirement of food for the next day on indent. Non compliance of the same will lead to strict disciplinary action against the NPOs or officials. Indent slips will be provided by the NPO at their own cost & NPO will produce the sample of indent after allotted tender to the committee.
17. The cost of wheat, rice and other raw ingredients as per the prescribed menu, (including the cost of fuel, condiments & transportation) shall be at the rate of Rs 8/- (Rs eight only) per child of the age group of six months to seventy two months and Rs 9.50/- (Rs. Nine and fifty paise only) for lactating & pregnant women, Rs 9.50/- (Rs Nine and fifty paise only) and Rs.12/- (Rs. Twelve only) per beneficiary for malnourished child per day. The NPO shall supply the cooked food/take home ration to the beneficiaries as per the norms prescribed by the Govt. of India i.e 12-15 gram protein and 500 calories for normal child, 20 and 18-20 gram protein and 600 calories for mothers. **The payment of supply will be made by District Programme Officer, Gurugram as per actual basis.** The supplementary food may be fortified with essential micro nutrient (energy & protein excluded) with 50% of RDA level per beneficiary as recommended by Govt. of India. The fortified raw material i.e. double fortified salt (with iron and iodine) fortified oil and fortified Atta should be used. Double Fortified Salt will be provided by the DPO to the NPO and cost of salt will be deducted as per prescribed cost norms of the department.
18. No Payment will be made in advance to the NPO but it will be paid after 30 days on ensuring the proper supply/distribution of the food in the entire district by the District Programme Officer, Gurugram. Satisfactory certificate of supplied items will be submitted by concerned Women & Child Project Officer to District Programme officer at the end of the month.
19. Non Profit Organization (NPO) will have to lift wheat/rice from FCI Faridabad) No transportation charges will be borne by the department. If there is delay in supply of wheat/Rice by COI/FCI then Non Profit Organization (NPO) will make his own arrangements for good quality of wheat/Rice which will be reimbursed by wheat/ Rice on receiving the supply and not by cost. The allocation of wheat/rice for district Gurugram will be made to the Non Profit Organization (NPO) by the department.
20. The cooked food should contain only prescribed ingredients. In case any insect or any objectionable item is found in the food which is dangerous to life or can cause serious health problems etc., then the said NPO/Trust shall be penalized for the said lapse/negligence and shall have to bear criminal liabilities on their part. In case after consuming the food supplied by NPO/ Trust, any beneficiary/ beneficiaries have health problems etc or any damage is caused to him/her/them they can claim compensation in that event which will be the sole responsibility of the concerned supplier.
21. *mr* The NPOs shall maintain the proper record of supply and disbursement of the food in the stock registers and other books of accounts alongwith the vouchers for review by the Monitoring Committee constituted by the department in this behalf.
22. The Department shall always have the right and liberty to do surprise inspections of the kitchens and Anganwadi Centres.
23. If the department notices that the person(s) of the NPO has/ have been negligent and careless in rendering the said services, the same shall be communicated

- immediately to the NPO, who will ensure that there is no recurrence of such situation and shall report about the steps taken to the department.
24. If any of the personnel of the NPO indulges in theft, negligence or any illegal/irregular activity and misconduct, the NPO shall accordingly take appropriate action against the erring personnel in accordance with law, under intimation to the department.
  25. The Department shall not be liable for any obligations/ responsibilities contractual/legal or otherwise towards the NPO's employees/ agents directly or indirectly in any manner whatsoever.
  26. NPO shall obtain all registration(s), permission(s), /license(s) NOC from Health Department etc which are/may be required under any labour or other legislation(s) for providing the services under this agreement. Medical examination of all the food handlers should be carried out every three months by the NPO at its own cost. Insurance of food handlers/workers shall be the responsibility of the NPOs at its own cost.
  27. In the event of any document furnished by the NPO is found to be false, incorrect or misleading that favours the selection of the agency or found incorrect at any stage of selection or during the subsequent period of agreement with the department, the bank guarantee furnished by the NPO as per terms of the agreement shall be liable to be forfeited.
  28. The NPO, shall furnish Bank Guarantee/Fixed Deposit Receipt towards security deposit @ 5% of the total approximately cost of supply during contract period valid for one year and three months from the date of its issue from the Bank in which the NPO holds its bank accounts, so that in the event of its non performance, non adherence to terms and conditions, the same can be adjusted by the department for settlement of the dues/forfeiture of entire security deposit of the NPO as per the sole discretion of the Director, Women and Child Development Haryana which shall be final and binding on the NPOs:  
In case of substandard supply of SNP and material used in cooking as per lab reports, the following penalties will be imposed:-
    - i) Payment for the day will not be made for the whole supply and 25% security will also be forfeited for the first time.
    - ii) If repeated, the payment for the same day will not be made for the whole supply and 50% of the remaining security will also be forfeited.
    - iii) For the third time default, the contract will be terminated and the firm will be blacklisted by the department and rest of the security will be forfeited without any notice.
  29. The Department of WCD can terminate this agreement by giving 30 days written notice to the NPOs without assigning any reason and without payment of any compensation thereof. However, the department shall give only a 24 hours' notice for termination of this agreement to the NPOs when there is a default in compliance of the terms and conditions of this agreement or the NPO has failed to comply with its statutory obligations or any unpleasant circumstances whenever noticed by the department.
  30. The department shall have the right to immediately terminate this agreement, if the NPO ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers or enters into an agreement for the benefit of creditors.
  31. Technical experts as well as officers of the Department of Women and Child Development, Haryana and its allied offices as per direction of competent authority (Commissioner & Secretary to Govt. of Haryana, Women and Child Development Department) will inspect periodically the premises of cooking/processing of food items for ascertaining the quality of food. They may also order lifting of the sample and sending the same to the Govt/reputed private labs for testing for which the necessary expenses shall be borne by the NPO concerned. In case there is a dispute, the decision of the Commissioner & Secretary to Govt. of Haryana, Women and Child Development Department shall be final and binding on NPO.
  32. The NPOs should submit the copy of Food Licence/NOC from Health Department to the WCD Department immediately.
  33. The NPOs should ensure that 4 to 8 CCTV Cameras should be installed in their kitchen (covering the loading areas and in the cooking area)The CD of the footage will be submitted by the NPO on monthly basis along with the bill. Non compliance of the same will subject to penalty as decided by the Director, Women and Child

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Development, Haryana.

34. The applicable law governing this agreement shall be the Law of India and the Courts at Gurugram/Chandigarh shall have the exclusive jurisdiction to try and dispute in respect to this agreement. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the sole arbitrator to be appointed by the department who shall conduct the proceedings in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and as amended from time to time and the rules made there under. The award given by the arbitrator shall be final and binding on the NPO.
  35. DPO concerned will collect sample and check in lab at random by constituting the Committee comprising of CDPO, Supervisor and representative of health Department.
  36. Cost of Wheat & Rice will be deducted from the amount which will be paid to the NPO at the end of the month as per prescribed recipes and norms per beneficiary prescribed by the department.
  37. NPO should have 12 A & 80G certificate of income tax department.
  38. NPO should have at least three year experience of supplying of food through Semi Automated Kitchen for the tender in question amount, and supported with copy of certificate issued by relevant authority along with performance report that it was satisfied with the supply of that firm and copy of work order.
  39. The Annual Turnover of the bidder should be at least 30% of project cost in each year for the preceding last three years ending 31<sup>st</sup> March of the previous financial year for which they would submit duly audited by the C.A. and present net worth duly certified by the C.A. should be positive..
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