

RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED

(A Govt. of India Enterprise)
Road No. 12, V.K.I. Area, Jaipur-302013.

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EXPRESSION OF INTEREST FOR EMPANELMENT

Expression of Interest (Eoi) for empanelment is invited from eligible manufacturers for Loan licence / Marketed by arrangement to manufacture of EDNF (RUTF)

**Due date and time of submission of Eoi/ documents:
On or before: 18 / 09 /2015 before 3.00pm.**

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Rajasthan Drugs & Pharmaceuticals Ltd. Jaipur (RDPL) is a leading central Public sector enterprise (CPSE) functioning under administrative control of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India, engaged in the manufacturing and marketing of life-saving drugs.

Sealed Expression of Interest are invited from reputed and technically sound EDNF/RUTF manufacturers having GMP and having manufacturing valid licence issue from *fssai* with two years standing and annual turnover of at least Rs. 2.00 Crore to manufacture similar items as per specifications mentioned in ANNEXURE-I preferred. The interested party can purchase the Expression of Interest documents on any working day between 10.30 AM to 3.00 PM upto 14/09/2015 by paying a fee of Rs. 1000/- or download the tender document from our website and deposit the D.D of Rs. 1000/- alongwith tender document. The completed offers shall be accepted up to 3.00 p.m. on **18/09/2015** and shall be opened on the same day at 3.30 PM. The parties desiring to attend the offer opening may do so at their own cost. The manufacturer required to submit earnest money in the form of Bank Draft of **Rs. 1.0 lac** in favour of RDPL, Jaipur, which shall be returned to the unsuccessful party subsequently. The offers submitted without earnest money shall be rejected outrightly. All the parties are requested to read the terms and conditions of the Expression of Interest document very carefully and submit their offers accordingly. In case of any deviation from the Eoi terms and conditions, their offers are likely to be rejected. RDPL reserves all rights to accept or reject any of the offers in full or in part without assigning any reason.

1. Pre- Requisite Qualifications:

The Party should meet the following requirements:-

- a) Only original Manufacturers of Food supplements are eligible to participate for the tender.
- b) The Manufacturer should have minimum annual turnover of Rs. 2.00 crores during three preceding financial years' i.e.2012-13, 2013-14, and 2014-15.
- c) The turnover certificate issued by a Chartered Accountant to be submitted.
- d) The Manufacturer should have a valid GOOD MANUFACTURING PRACTICES (GMP) certificate and valid manufacturing licence issued from *fssai*.

- e) The Manufacturer should have two years manufacturing experience for respective product or similar products preferred.
- f) The manufacturer shall submit authentic proof like balance sheet duly authenticated by Chartered Accountant year wise and of volume of sales in terms of money both in private and Government sector.
- g) The manufacturer should have capability to render services as Marketing Associate for procuring orders of food supplement .
- h) The bidder should disclose any law suits and court cases which may affect the proposed arrangement.
- i) The bidder should submit list of Directors / Partners / Proprietor alongwith their addresses and copy of Article & Association.

2. Specifications of the items & scope of work:

The detailed specifications of the items to be manufactured on Loan Licence/ marketed by arrangement along with required pack size, specifications of the containers, etc. are given in ANNEXURE-I. The quantities is required 200 M.T. approximately in phase manners.

3. Technical Qualifications:

- (a) The manufacturer should have well equiped of machineries, equipments to be required for manufacturing of food supplement.
- (b) All the items, raw material are required to manufacturing of food supplement for RDPL must be tested before used in production.
- (c) Bidder should have own Quality control section, for testing of raw material, inprocess and Finished goods.
- (d) Bidder should have the adequate facilities for store, Office, Rejected goods/ storage place for finished goods, etc. as per norms specified in ACT.
- (e) RDPL technical committee shall inspect the bidders manufacturing facilities to ensure competency, adequacy, suitability, systems, arrangements, procedures, practices followed in conformity with standards.
- (f) The inspection report of technical committee shall be on the bases for qualification of bidders.
- (g) All the items, as mentioned in ANNEXURE-I required to be manufactured on Marketed by basis in name given by RDPL shall be on fixed cost basis quoted by manufacturer. The manufacturer shall ensure that manufacturing facilities shall be in running and meets the cGMP requirement. It shall also include charges for warranty and replacements. However, Sales Tax, i.e. CST/VAT may be levied as applicable as per provisions of the Act.
- (h) The manufacture should submit the test report (COA) of each batch along with the consignment tested in NABL approved testing lab.

- (i) The bidder shall quote firm offers. Incomplete or conditional offers incorporating rate variation and force majeure clauses etc. shall not be entertained.

4. **Important Documents to be submitted along with offer:**

- (a) The manufacturer shall submit certified details of manufacturing unit and production capacity and also submit details of technical personnel employed in manufacturing and testing of food supplements.
- (b) Site master plan and Site master file along with details of QC, QA and number of technical persons working need to be furnished.
- (c) Latest non-conviction certificate obtained from the respective State Licencing Authority, stating that there were no market complaints against the manufacturer and the manufacturer has not been convicted under any clauses of *fssai* and rules thereunder.
- (d) Statement of products (with details) declared sub-standard by the State Licencing Authority during last three years with reasons and also action taken by the Licencing Authorities and subsequent steps initiated by bidder if any.
- (e) Vendors list of Raw materials & packing materials suppliers.
- (f) Details of existing R/C if any with any buyers/PSUs.
- (g) Installed capacity of manufacturer duly certified by chartered Accountants. (Unit wise).
- (h) Samples for products required to be manufactured as per Annexure-I.
- (i) A certified copy of audited financial statements for the last three financial years.
- (j) Certified copies of latest income-tax return/clearance certificate
- (k) Details of facilities being availed from the Bank (i.e. working capital limits, etc.) along with name and address of the Bank and mode of Account being operated.
- (l) The bidder shall provide attested copy of the annual Sale tax statement of the preceding year.
- (m) Letter of creditworthiness from the Bank.
- (n) Copy of Memorandum & Articles of Association (copy of partnership deed in case of firm) with list of Directors/ partners/proprietor.

- (o) The bidder shall submit certificate from the concerned Licensing Authority of approved formulations alongwith manufacturing license approved by Licensing Authority.
- (p) If the manufacturing licence(s) is under renewal, it should be confirmed from records and from enclosed documentary evidence by the party that application was made within time frame as per Act, , as amended from time to time.
- (q) A certified copy of latest GMP certificate issued by the State Licensing Authority showing the GMP standards .
- (r) A certified copy of registration certificate with central Govt. Health Scheme Govt. of India, Ministry of Health & Family Welfare.
- (s) Attested copy of the two years Manufacturing & Marketing certificate issued by the State Licensing Authority of the product or similar products.
- (t) Any document in the evidencing of the fact that bidder has rendered service as Marketing Associate for procuring orders from Govt. Institutions/ PSU & private sector.
- (u) All the documents pertaining to offer should be signed by the bidder at the bottom of each page with the office seal/stamp duly affixed.

5. Earnest Money Deposits:

- (a) The manufacturer shall furnish an earnest money of Rs. 100000/- (Rupees One Lac only) alongwith the offer documents in the shape of Bank Draft in favour of "Rajasthan Drugs & Pharmaceuticals Ltd.", payable at Jaipur which shall be kept in a separate envelop superscribing as "EARNEST MONEY DEPOSIT" and should be submitted alongwith offer documents in a Cover, failing which the offer is liable to be rejected.
- (b) The earnest money deposit shall be liable to be forfeited in following circumstances:
 - i. If the party fails to enter into Agreement after award of contract in his favour within 10 days.
 - ii. If the party fails to follow any of the conditions of Agreement after award of contract.

6. **Contract Conditions:**

- (a) Payment to such **Bidder(s)** will be made within 15 days from the date of receipt of realization from the Govt. Agency/Indenting Authority by RDPL, Jaipur against such specific business. The successful **Bidder(s)** will have to assist in getting payments from the concerned institution and shall complete the required formalities as per terms and conditions of the order of the institution.
- (b) The quoted rate will be FOR RDPL Jaipur or destination provided by the RDPL.
- (c) The Shelf life of the products will be based on the stability studies of the product submitted by the bidder:

7. **Ratification and withdrawal of Offers:**

- (a) The bidder may withdraw or submit an addenda to his offer before the offers are opened.
- (b) Once the offer documents are opened, no addition or alteration shall be allowed. Further, no party shall be allowed to withdraw his offer till the date of expiry of the validity of the offer.

8. **Opening of Offers:**

- (a) The manufacturer representatives having may in evidence of attend offer opening and those who are present shall sign a Register their attendance.
- (b) In the event of the specified date of offer opening being declared a Holiday for RDPL; the offers shall be opened at the afore said time on the next working day.

9. **Contract Award Criteria:**

RDPL shall award the contract to the successful party whose offer has been determined to be substantially responding in conformity with the conditions of offer and has been determined as the lowest evaluated offer, provided further that the party is determined to be qualified to perform the contract satisfactorily. A manufacturer with capability of rendering services as Marketing Associate shall be preferred.

10. **Rights to Accept or Reject any Offer:**

RDPL reserves the right to accept or reject any offer and to annul the bidding process and reject all bids at any time prior to award of contract without thereby incurring any liability to the affected party or any obligation to inform the affected party or any obligation to inform the affected on the grounds for RDPL's action.

11. **Agreement:**
The successful party shall have to sign an Agreement on Non-judicial stamp paper (Rs.100) of adequate value for the successful completion of contract within 07 days of the award of contract.
12. **Security Deposits:**
The successful party shall be required to furnish a Bank Guarantee of Rs. 5.00 Lacs (Rupees Five Lac) towards security deposit for successful performance of contract. The Bank Guarantee should be issued by a Nationalized Bank and same shall be retained by RDPL till the final fulfillment of the contract with validity for entire period of agreement plus expiry period of the product manufactured and supply till three months.
13. **Invocation of Bank Guarantee:**
The bank guarantee shall be invoked by RDPL:
- I. If the party fails to provide manufactured the quality product within prescribed period.
 - II. If the supplier fails to replace the product within prescribed period where any supplies are found to be of inferior or sub standard quality.
14. **Inspections & tests for control over quality of products manufactured**
- (a) RDPL or its representative shall have the right to inspect and or to test the goods in conformity with the specified specifications at no extra cost to RDPL.
 - (b) The inspections and test of the goods produced shall be conducted on the premises of bidder before dispatching the goods. The bidder shall make all reasonable testing facilities/ assistance available to the inspection team.
15. **Packing:**
The bidder shall assist to provide such packing of the goods as is required to prevent their damage or deterioration during transit and for safe delivery to their final destination. The packing shall be sufficient to withstand, without limitation rough handling during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling at all points in transit.
- The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, as given by RDPL.
16. **Insurance:**
The goods supplied under the contract shall be fully insured for 110% value of the goods in Indian Rupee against any loss or damages, etc. in course of transit and shall be born by bidder.

17. **Force-Majeure:**

(a) The party shall not be liable for forfeiture of its performance security, liquidated damages or termination for defaults if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of any events of force-majeure.

(b) For purposes of this bid the clause "FORCE-MAJEURE" means an event beyond the control of the party and not involving the bidder's fault or negligence and not foreseeable. Such event may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freights embargoes etc. However such events do not include the power cut, and labour dispute.

(c) If a force-majeure situation arises, the party shall promptly notify RDPL in writing of such causes. Unless otherwise directed by RDPL in writing, the party shall continue to perform its obligation under the contract as far as practicable and shall seek all reasonable alternative means for performance not prevented by the force-majeure events.

18. **Termination of Contract:**

(a) RDPL by written notice sent to the bidder under Registered A.D. post may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RDPL's convenience, the extent to which performance of the party under the contract is terminated and the date on which such termination becomes effective.

(b) In case the party becomes bankrupt or otherwise insolvent, RDPL may at any time terminate the contract by giving written notice under Registered A.D. post to the party. In this event termination will be without compensation to the party, provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue there after to RDPL.

19. **Arbitration and resolution of disputes:**

(a) In the event of any question, dispute or difference arising under these conditions in connection with the contract, same shall be referred to Arbitration of an arbitrator to be nominated by MD, RDPL. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitrations under this clause. The award of the arbitrator shall be binding upon parties to the dispute.

(b) Any disputes arising out of this contract shall be decided by the Courts at Jaipur Jurisdiction only.

20. **Validity:**

This contract shall remain in force for a **three years** from the date of signing of Agreement between RDPL and the party. The agreement can be further extended on mutual consent of both the parties.

21. Deviation:

The party shall submit a deviation Statement in case the offer is submitted contrary to the terms and conditions of the bid.

The bidder is required to sign the bid documents and submit the same along with his proposal as a token of his acceptance to the terms and conditions of the Expression of Interest documents. Technical Bid should be submitted in sealed envelope duly marked on as “ Technical Bid” may be kept in one sealed envelop marked as” and should be addressed to The Factory Manager at the above mentioned address.

Thus, sealed offer with all documents / certifications and earnest money deposit (EMD) of Rs. 1.0 lac (through demand draft in favour of this company payable at Jaipur) should **be sent to the Factory Manager so as to reach this office latest by 18/ 09/ 2015 up to 3.00 PM.** Technical Bid of the Offers received shall be opened on same day at 3.30 P.M in presence of available representatives of the bidders.

The Technical Committee notified by the competent Authority of RDPL for scrutiny of technical bids will shortlist the qualifying bidders based on the qualifying conditions and parameters of performance specified in the Expression of Interest documents.

Amendment(s) / Modification(s) to the said Eol. If any, will be notified our website www.rdpl-india.in only and the bidders are advised to visit our website regularly to comply with the same before submission. Bids received in-complete form and/or after scheduled date will not be accepted & rejected outrightly.

Due date and time of submission of Eol documents:

On or before: 18 /09 /2015 before 3.00pm.

The party shall submit a check list / Index of the documents in seriatum manner.

In case of due date for submission of Eol/documents being declared as Holiday for RDPL, the due date for submission of Eol/documents and opening of the same will be the next working day at the specified time. Eol(s) received shall be opened on same day in presence of available representatives of the bidders. For any information please contact at any telephone numbers 0141-4107109 between 10:00 AM to 4:30 PM on any working day.

For, Rajasthan Drugs & Pharmaceuticals Limited,

Factory Manager

Annexure I

Ingredients: Peanut (30%), Sugar (29 %), Milk Solid (20%), Vegetable Oils (18%), Emulsifier (E471), Minerals, Vitamins, Antioxidant (E304,E306, E472c)	
Nutrition Content Per	92 g
Protein	14g
Fat	32g
Carbohydrates	40g
Minerals per Serving	92 g
Calcium	368 Mg
Phosphorous	368 Mg
Potassium	1012 Mg
Magnesium	101 Mg
Sodium	< 267 Mg
Selenium	28 µg
Iron	9.2 Mg
Zinc	11 Mg
Copper	1.4 Mg
Iodine	92 µg
Vitamin per Serving	92 g
Vitamin A	0.8 Mg
Vitamin D	17 µg
Vitamin K	19 µg
Vitamin E	25 Mg
Vitamin C	50 Mg
Vitamin B1	0.46 Mg
Vitamin B2	1.66 Mg
Vitamin B6	0.64 Mg
Vitamin B12	1.5 µg
Niacin	5.3 Mg
Ca-D-Pantothenate	2.8 Mg
Folic Acid	207 µg
Biotin	64 µg

Packing Details

92 g Alu./Alu. Sachet / pet cup	50,100,150 pack in 7 ply C.Box
3 x 92 g food grade pet jar with spoon	
6 x 92 g food grade pet jar with spoon	

Note: Packing details specification may be provided if any required by NHM/GAIN

For, Rajasthan Drugs & Pharmaceuticals Limited,
Factory Manager