

RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED

(A Govt. of India Enterprise)

Road No. 12, V.K.I. Area, Jaipur-302013.

PHONE NO: 0141-4107104, 4107105 FAX NO: 0141-4107101

Website: www.rdpl-india.in e-mail: dcmqc.rdpl-india.in

EOI REF. NO./Factory Manager/2016-2017/ DATED: 20.05.2016

EXPRESSION OF INTEREST FOR EMPANELMENT

Expression of Interest (Eoi) is invited from eligible Manufacturers of Ready to Use Therapeutic Food & Energy Dense Nutritional Food Suppliments for empanelment to make a Lease arrangement to manufacture aforesaid products

Due date and time of submission of Eoi/ documents:

On or before: 10 / 06 / 2016 before 3.00pm.

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Expression of Interest Documents for empanelment is invited from eligible Manufacturers of Ready to Use Therapeutic Food & Energy Dense Nutritional Food Supplements on Lease Basis

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 RUTF / EDNS manufacturers having manufacturing valid licence issued from *fssai* with manufacturing experience of two years and annual turnover of at least Rs. 2.00 Crore in order to manufacture similar items on Lease arrangement as per specifications mentioned in ANNEXURE-I. This will be running Lease Agreement for a "**period of 11 months**". The interested party can purchase the Expression of Interest documents on any working day between 10.30 AM to 3.00 PM upto 07/06/2016 by paying a fee of Rs. 2000/- or download the tender document from our website and deposit the D.D of Rs. 2000/- in favour of Rajasthan Drugs & Pharmaceuticals Ltd. Jaipur alongwith tender document. The completed offers shall be accepted up to 3.00 p.m. on **10/06/2016** and shall be opened on the same day at 3.30 PM. The parties desired to attend the offer opening may do so at their own cost. The manufactureres required to submit earnest money in the form of Bank Draft of **Rs. 50000/-** in favour of RDPL, Jaipur, which shall be returned to the unsuccessful party subsequently. **The offers submitted without earnest money shall be rejected out rightly.** 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 Eol 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 for proposals of Lease Arrangements:

The Party should meet the following requirements:-

- a) Only original Manufacturers of Food suppliments are eligible to participate for the tender.
- b) The Manufacturer / group Company should have minimum annual turnover of Rs. 2.00 crores during two preceeding financial years' i.e. 2014-15 and 2015-16.
- c) The turnover certificate issued by a Chartered Accountant to be submitted.

- d) The Manufacturer should have a valid manufacturing licence issued from FSSAI.
- e) The Manufacturer should have manufacturing experience for respective product or similar products.
- 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 to private and Government Institutions.
- 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 Lease arrangement along with required pack size, specifications of the containers, etc. are given in ANNEXURE-I. The quantities are required about **200 M.T.** in phase manners. Manufacturer will have to specify their spare capacity which can be dedicated for RDPL, This is to be given as authentication & duly attested by chartered engineer.

3. **Technical Qualifications:**

- (a) The manufacturer should have well equiped of machineries, equipments to be required for manufacturing of food supplement as mentioned in ANNEXURE-II.
- (b) All the items, as mentioned in ANNEXURE-I are required to be manufactured on Leased Basis by RDPL. RDPL shall obtain licence from *fssai* and the Party will have to provide necessary assistance/ facilities, such as, adequate space for receiving and storing raw material, manufacturing process areas, Quality control section, Finished goods store, Office, Rejected goods/materials storage place, etc. as per provisions of *fssai* being essential requirements for manufacturing and marketing of RUTF/EDNS/ Nutritional Food Supplements. The above requirements are also essential to obtain licence for manufacture & sale of the same products as per norms specified in ACT.
- (c) Bidder should have own Quality control section, for testing of raw material, in process and finished goods and detail of technical staff engaged for testing.

- (d) RDPL technical committee shall inspect the bidders manufacturing facilities to ensure availability of technical staff, competency, adequacy, suitability, monitoring of production & supplies, systems, arrangements, procedures, practices followed in conformity with standards.
- (e) The inspection report of technical committee shall be the base for qualification of bidders and committee is not liable to produce inspection report to the bidder company.
- (f) All the items, as mentioned in ANNEXURE-I required to be manufactured on Leased Basis shall be on fixed cost basis i.e. It should include the Lease rent for premises, Operational, repair, maintenance & administrative expenses, utility charges, usages for plant & machinery, cost of testing expenses etc. The manufacturer shall ensure that manufacturing facilities shall be in running and meets the FSSAI compliant during the Leased period. 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.
- (g) Expression of Interest documents should be signed by the Party or authorised person on all pages with official seal. An authorization letter issued by the competent authority in original should be submitted with the Tender documents.
- (h) The bidder shall quote firm offers. Incomplete or conditional offers incorporating rate variation 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 in any State Govt./ Institutions / Central Govt.
- (d) Statement of products (with details) declared sub-standard by the State Licencing Authority during last two years with reasons and also action taken by the Licencing Authorities and subsequent steps initiated by bidder if any and blacklisted by any Institutions during the preceding two years.
- (e) Vendors list of Raw materials & packing materials suppliers.

- (f) Details of existing R/C if any with any buyers/PSUs/Institutions.
- (g) Installed manufacturing capacity which shall be 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 two 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 Manufacturing certificate issued by the State Licensing Authority.

5. **Earnest Money Deposits:**

- (a) The manufacturer shall furnish an earnest money of Rs. 50000/- (Rupees fifty thousands 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 as Lease Arrangement Conditions:**

- (a) The contract will be awarded on the successful bidder at the discretion of RDPL, indicating the terms & conditions of Lease arrangement of plant & machineries including Quality control Laboratory and cost of Labour in context of manufacturing, testing & supply of items.
- (b) 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.
- (c) The Shelf life of the products will be based on the stability studies of the product submitted by the bidder.
- (d) Bidder should provide the stability study report of the food products.

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

- (a) The bidder may withdraw or submit an addenda to his offer before the offers are opened i.e. 10 /06 / 2016 till 3pm.
- (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.
- (c) All corrections, deletions, and additions should be authorised.

8. **Opening of Offers:**

- (a) The manufacturer representatives having necessary authority for offer may attend offer opening and those who are present shall sign a Register evidencing 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.
- (c) Withdrawn offers shall be returned to the party unopened.

9. **Contract Award Criteria:**

RDPL shall award the contract to the successful bidder 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 assigning any reason 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 of Rs. 500/- (Five Hundred) 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 one year after completion of Lease arrangement i.e. for minimum validity of three years. If required, RDPL shall get the validity of the Bank Guarantee extended further up to the period covering the entire expiry period of all medicines manufactured by RDPL on lease arrangements.

13. Invocation of Bank Guarantee:

The bank guarantee shall be invoked by RDPL:

- I. If the party fails to provide lease arrangements for manufacturing the quality medicines & formulations within prescribed period.

14. Inspections & tests for control over quality of products manufactured on Lease Basis:

- (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 in Leased unit 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.

16. **Insurance:**

The manufacturing facilities and resources under the contract shall be fully insured for any loss or damages, etc. 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 Lease contract shall remain in force for a **period of eleven month** 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 "**Proposal to provide the facilities for Ready to Use Therapeutic Food & Energy Dense Nutritional Food Suppliments on Lease arrangements**" 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.50000/- (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 10/ 06/ 2016 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: 10 /06 /2016 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 Authority.

For, Rajasthan Drugs & Pharmaceuticals Limited,

Factory Manager

Annexure - II

Details of Equipment & Machines for Manufacturing of RUTF & Energy Dense Nutritional Food Supplements

Plant Production capacity – 1.7 MT/Day

Note: All material / product contact parts of equipment and machinery should be of Stainless Steel grade SS 316.

S.No	DESCRIPTION	CAPACITY
1	Elevator with vessel Vertical Conveyor Horizontal conveyer	1Ton/hr 1 Ton/hr 1T/hr
2.	Primary grinders & Secondary grinder	500 kg/hr
3.	Discharge pump	2T/hr
4.	Peanut paste storage vessel with maintained at temperature Regulator 75 ^o c with Agitator	500kg
5.	Storage Tank discharge pump	1 T/hr
6.	Mixer	500kg/ hr
7.	Emulsifier	1 T/hr
8.	Mixer discharge pump	2T/hr
9.	Homogenizer	1T/hr
10.	Storage Tank with agitator with temperature maintained at 75 Degree C.	1000kg
11.	Discharge pump	2T/hr
12.	Pasteurization with agitator	500kg
13.	Cooling tank with agitator	1000kg
14.	Cooling tank discharge pump	1000kg
15.	Fortification Mixer	500kg
16.	Discharge pump	2T/hr
17.	Storage tank	250 kg
18.	Discharge pump	1T/hr
19.	Automatic pouch filling m/c	1200 pouch/hr
20.	Automatic weight checking with conveyer	1500/hr pouch
21.	Metal detector with conveyer	2500/hr pouch
22.	Small Carton Station	
23.	Master Box Station	

BATCH MAKING & STORAGE SYSTEM		
S.No	DESCRIPTION	CAPACITY
1.	Sugar storage tank with agitator	800lts
2.	SMP Feeding conveyer	1t/hr
3.	SMP storage tank	800kg
4.	Oil Storage Tank	500 kg

OIL STORAGE SYSTEMS		
S.No	DESCRIPTION	CAPACITY
1.	Oil storage tank	2500 lit.
2.	Oil storage tank	2500 lit.
3.	Tank discharge	1000 lit/hr
4.	Emulsification tank with agitator	500 ltr. Batch/ hr
5.	Tank Discharge pump	1000 lit/hr
6.	Storage tank	600 kg
7.	Discharge pump	1000 lots/hr

SUGAR GRINDING SECTION		
S.No	DESCRIPTION	CAPACITY
1.	Conveyer	2t/hr
2.	Elevator (bucket)	2t/hr
3.	U type conveyer	2t/hr
4.	Pin mill grinder	1t/hr
5.	Conveyer 2 nos.	-
6.	Vibro sifter	1t/hr
7.	Conveyer 3 nos.	-

MILK POWDER FEEDING SYSTEM		
S. No.	Description	Capacity
1.	Hopper	
2.	Horizontal Conveyer (1 Nos)	1 T / HR
3.	Vertical Conveyer (2 Nos)	1 T / HR

ANCILLARY:

1. Goods Transfer Lift of capacity 1 MT
2. The atmosphere of the processing area and storage is under ISO 8 (Class 1 Lac) standards.
3. Fully Equipped Laboratory.

For, Rajasthan Drugs & Pharmaceuticals Limited,

Factory Manager