

Government of Jharkhand
Jharkhand State Nutrition Mission
Office No. 8 & 9, Nepal House, Doronda, Ranchi-834002
(Ph:- 0651- 2401153/Fax-2401153)

Bid No. __/2016-17

Tender Document

Name of the Work: **Expression of Interest for Empanelment of eligible manufacturers of Energy Dense Therapeutic Food (EDTF) for Children with Moderate and Severe Acute Malnutrition.**

Period for sale of Tender Document	All working days between dt---14.9-2012----- to dt.----21-9-2016----- from 10 am -5 pm
Name of the Purchaser	The Director General, Jharkhand State Nutrition Mission, Ranchi.
Date of pre-bid meeting	-----26-9-2016----
Last Date & Time of submission of bids	---4-10-2016 3 pm-----
Date & Time for opening of Technical bids	-5-10-2016----3 pm-----
Price of Tender Document (non-refundable)	-----INR 10,000-----
Address of Communication	Jharkhand State Nutrition Mission Office Room No. 8 & 9, Nepal House, Doronda, Ranchi-834002 (Ph:- 0651- 2401153/Fax-2401153) Email Id:snmjharkhand@gmail.com

1. Background:

Moderate and Severe Acute Malnutrition (SAM) is a major public health issue. It increases the mortality risk of children under five years of age to upto 9 times or higher; according to the Rapid Survey of Children 2013-14 estimates around 3.7% of the under-five population, in Jharkhand, have a very low weight for height.

To address the situation, Government of India (Dept. of Health and Family Welfare) along with Indian Academy of Paediatrics recommends an integrated management of children with moderate and severe acute malnutrition. The holistic approach focuses on strong linkages between facility based treatment centres and a community based therapeutic care and feeding programme. The community based approach aims at provision of energy dense fortified ready to use therapeutic food which is nutritionally adequate for the child with SAM.

Government of Jharkhand is cognizant about the burden of SAM in the state and has created Nutrition Mission which is mandated to work towards eradication of malnutrition with a special emphasis on the SAM and MAM children. Jharkhand government also has an approved strategy on C-MAM.

Therefore, to initiate the appropriate and adequate nutritional treatment at the household level a specific therapeutic food is required. The food is part of the nutritional treatment and is meant only for the child afflicted with SAM. This food must be of good nutritional quality as per WHO standards; safe for use in children with SAM, free from microbial contamination and toxins (as per the quality control standards of WHO for such therapeutic foods); must have low moisture content (<2.5%) to prevent growth of pathogenic micro-organisms during storage; consumed directly, requiring no cooking; must be homogenous with no oil separation; have a long shelf life (24 months); and be highly palatable for the child with a good taste. It has to be in the form of spread. And the spread should be made of powdered ingredients embedded in a lipid rich paste, so as to avoid any kind of microbial contamination. It must be a mixture of milk powder, vegetable oil, sugar, peanut butter and powdered vitamin and minerals. At least half of the proteins must come from milk/dairy products. It should have good consistency and texture that is suitable for feeding to children with SAM. Also the key food ingredients should be available locally.

EDTF is not water based, which means that bacteria cannot grow in them. It is a therapeutic food, which is high in energy, protein, and lipids and fortified with vitamins and mineral and is packed in a ready to eat form. This food should be soft or crushable and should be easy to be eaten by young children.

2. **Nutritional Composition:** The details of the composition of the therapeutic food are as follows:

Nutritional Composition for 100g of EDTF

Energy Content	520-550Kcal/100g
Lipids	45-60% total energy
Proteins	10-12 % total energy
n-6fatty acids	3-10 % total energy
n-3 fatty acids	0.3-2.5 % total energy
Vitamins	
Vitamin A	0.8-1.1 mg/100g
Vitamin D	15-20 µg/100g
Vitamin E	20 mg/100g minimum
Vitamin C	50 mg/100g minimum
Vitamin B1	0.5 mg/100g minimum
Vitamin B2	1.6 mg /100g minimum
Vitamin B6	0.6 mg/100g minimum
Vitamin B12	1.6 µg/100g minimum
Vitamin K	15-30 µg/100g
Biotin	60 µg/100g minimum
Folic Acid	200 µg/100g minimum
Pantothenic acid	3 mg/100g minimum
Niacin	5 mg/100g minimum
Minerals	
Calcium	300-600 mg/100g
Phosphorus(excluding phylate)	300-600 mg/100g
Potassium	1100-1400 mg/100g
Magnesium	80-140 mg/100g
Zinc	11-14 mg/100g
Copper	1.4-1.8 mg/100g
Iron	10-14 mg/100g
Sodium	290 mg/100g maximum
Selenium	20-40 µg/100g
Iodine	70-140 µg/100g

The units of the specified form will lead to its physiological role. The mineral composition should not alter the acid base metabolism of children with severe acute malnutrition.

3. Product Quality

The manufacturer is responsible to elaborate an analytical plan of EDTF raw materials and finished product. All analytical test procedures must be described in sufficient details, including microbiological methods.

Product safety is confirmed by certificate with the following tests for each batch:

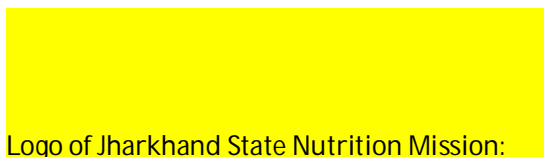
- Aflatoxin (5 ppb max)
- Micro-organisms (10,000 in 1 g max)
- Coli (neg. in 1 g)
- Clostridium perfringens (neg. in 1 g)
- Yeast (max 10 in 1 g)
- Moulds (max 50 in 1 g)
- Pathogenic Staphylococci (neg. in 1 g)
- Salmonella (neg. in 125 g)
- Listeria (neg. in 25 g)
- ChronobacterSakazakii

4. Labeling

The value for each nutrient should be expressed in g, mg or mcg per 100 g of product. The following information should be clearly printed out on the label (in English and Hindi)

- Product generic name: Energy Dense Therapeutic Food (EDTF)
- Statement "EDTF for Children with Severe Acute Malnutrition"
- Raw materials should be listed in order of descending quantities
- Manufacturing date
- Best before date
- Batch/lot number
- Storage conditions

Other details: **Logo of Jharkhand state government:**



Logo of Jharkhand State Nutrition Mission:

Logo of ICDS:

Language should Hindi: Gambhir Ati Kuposhit Bachchon ke liye chikitsiya ahaar-

Jharkhand government supplies. Not for sale

A leaflet should be included in each carton with detail nutritional composition of the product.

The label shall conform to the requirements of FSSAI and shall appear in the language of English/Hindi. All labeling should be in weatherproof ink and shall withstand immersion in water and remain intact. In addition to other requirements given, all labels shall state the names of the ingredients Vitamins and Minerals and the vegetable oil, the name of the manufacturer, manufacturing license number, address of manufacturer, lot number, and expiry date.

Further details with respect to the primary packaging label shall be specified at the time of empanelment of the selected manufacturers.

5. Labeling for secondary packaging:

A label must be affixed either on the top and/or front surface of the secondary package. It should indicate the number of packets, the name of the manufacturer, batch number, date of manufacturer, date of expiry, and storage conditions.

The external surface of insulated packages should be either white or in the natural color of corrugated carton.

The labels on tertiary packaging must be attached to at least two sides. The label should include the name of the product, the number of secondary packages, the name of the manufacturer, batch number, date of manufacturer, date of expiry, and storage conditions.

6. Packaging

Finished product should be packed in 92g Aluminium sachet placed in a carton containing 150 sachets.

- Primary packaging material should be recognized as safe for food packaging and should protect the product during the assigned shelf life. Sachets should be sealed to prevent any leakage.
- The secondary packaging must be of a sturdy material in order to provide protection of the goods for carriage by rail/road to the final destinations (including remote locations under adverse climatic conditions).
- On an average, a child with severe and acute malnutrition consumes 135-150 sachets for the entire treatment period. Therefore, the packaging should be such that it is able to contain upto a minimum of 150 sachets

Cover 'X' (Technical Bid): – Eligibility Criteria

7. Minimum Eligibility Criteria along with the list of documents to be submitted in Cover 'X' (Technical Bid)

Bidders should meet the following criteria to be eligible for bidding:

- 7.1 Tender bid is invited **directly from Food Manufacturers in India**. Dealers/Sole distributors/C&F agents etc. need not apply. Companies which have been **Blacklisted/de-registered or process of such or any other penal action has been initiated against them by the Central Govt./Jharkhand state Govt. or Any State Govt. in the country are barred from participating in this tender. Their bids will not be considered. Subsidiary company shall be allowed which has got manufacturing facilities for EDTF or energy dense food (micronutrient enriched), on the financial and technical strength of its holding company.**
- 7.2 The manufacturer must have experience of supplying **energy dense therapeutic food (EDTF) products** to the State Governments/International organizations/ in the past one year. **Experience of supplying energy dense therapeutic food will be given due weightage, provided the bidders show the documentary evidence that they have the relevant technology for the tendered product.**
- 7.3 Bidders **must have the capacity to produce and package such foods. This capacity should be duly authenticated.**
- 7.4 Bidders must have **manufacturing license from the Food Safety and Standards Authority of India**. The license could be for EDTF or for energy dense paste (micronutrient enriched) for the management of children with Severe Acute Malnutrition (SAM).
- 7.5 Annual turnover of the **bidder /(either subsidiary/parent company) must be of minimum Rs. 10 crores (rupees ten crores only)** in each of the last three consecutive Financial Years. Last three financial years Audited Annual Reports showing details of their annual turnover should be submitted. **Auditor / C.A. Certificate of turnover will not be accepted.**
- 7.6 **Should submit**
- 7.7 **PAN card of the company (Issued by the Income Tax Department)**
- 7.8 The bidder must have its own well equipped automatic manufacturing unit conforming to the sanitary and hygienic requirement and food safety measures as prescribed in Food Safety and standards Act, 2006.
- 7.9 The bidder should be financially sound and viable. An insolvent or sick unit or a unit referred to Board for Industrial and Financial Reconstruction (BIFR) shall not be eligible to bid in this tender.
- 7.10 Bidder shall also submit self-attested copies of the following:-
- i. Finished Product Technical Specifications, and Certificate of Analysis.
 - ii. A test report covering all parameters mentioned in Section 2 – Nutritional Specifications, of the product from an NABL-accredited laboratory.
 - iii. Map of manufacturing facility with proper zoning of hygiene areas.
 - iv. Shelf-life study/studies that prove that the bidder's EDTF has a shelf life of 24 months from the date of manufacture.
 - v. Hazard Analysis and Critical Control Points plan.
 - vi. Production Flow chart.
- 7.11 Bidder shall also submit self-attested copies of the following :-
- vii. License issued under Factory Act.
 - viii. A license provisional or NOC issued under Food Safety and Standards Act. 2006.

- ix. Consent letter by respective State Pollution Control Board.
- x. Bidder Should furnish the detail on nature of the constitution of his concern, name and addresses of the Partner/Proprietor/ Directors/ Members etc., detail of technical personnel available.
- xi. The bidder should possess ISO 22000:2005 certification.
- xii. The bidder should enclose capacity certificate issued from relevant authority or any other competent authority of State/Central Government regarding Production Capacity of the manufacturing unit.
- xiii. The bidder should submit Central Sales Tax and VAT/Commercial Tax Registration Certificate and No Dues Certificate upto the end of preceding month of date of publication of Notice inviting Tender (NIT) issued by concerned State Government's Sales Tax / Commercial Tax Department wherever the bidder is registered.
- xiv. The bidder shall submit 20 samples of 92 gm each as per specification mentioned in this tender document along with the Analytical Test Reports obtained from any Government approved/NABL accredited External Laboratory specifying the energy contents as prescribed in the tender documents.

7.12 Notarized affidavit on non-Judicial Stamp of Rs. 100/- must be submitted by the bidder declaring that:

- i. The bidder has neither made any misleading or false representation in the forms, Statements or documents, submitted in proof of the fulfillment of minimum qualifying criteria nor withheld any information/detail which may be material for award/performance of the contract.
- ii. The bidder has no past record of adverse performance such as abandoning / termination/suspension of the Agreement, forfeiture of Earnest Money/ Security Deposit, inordinate delay in delivery.
- iii. The bidder has never been de-registered or debarred or blacklisted or disqualified for manufacture and supply of goods or this contract had never been terminated before the expiry of stipulated term for being involved in any fraudulent practices or malpractices or for non performance of contract with any State Government/Central Government/Civil Supplier Corporation/ Co-operative Federation/ Public Sector Undertaking etc.
- iv. Earnest Money/Security Deposit of the bidder has never been forfeited for non-supply deposit of the ordered quantity and/or for non-performance of the contract in any other civil supplies corporation/Co-operative Federation Public Sector Undertaking etc.
- v. The bidder is not insolvent / a sick unit or a unit referred to Board for Industrial and Financial reconstruction (BIFR)
- vi. The bidder has never been convicted under the erstwhile prevention of Food Adulteration Act. 1954 and the Food Safety and Standards Act. 2006.

II In addition to compliance of above minimum qualifying criteria the bid(s) shall be liable to be rejected, if it is established that :

- i. The bidder has made misleading or false representation in the forms, statements or documents, submitted in proof of the fulfillment of qualifying criteria as above or has

withheld any information/detail which may be material for award/performance of the contract.

- ii. The bidder has past record of adverse performance such as abandoning/termination/suspension of the Agreement, inordinate delay in delivery.
- iii. The bidder has not submitted all the supporting documents or has not furnished the relevant details as per the prescribed format.
- iv. The bidder has ever been de-registered or debarred or blacklisted or disqualified for manufacture and supply of goods or his contract has ever been terminated before the expiry of stipulated term for being involved in any fraudulent practices or malpractices or for non-performance of contract with any State Government/ Central Government/Civil Supplies Corporation/Co-Operative Federation/ Public Sector undertaking etc.
- v. Earnest Money/Security Deposit of the bidder has ever been forfeited for non-delivery of the ordered quantity and / or for non performance of the contract in any other manner by any State Government/Central Government/Civil Supplies Corporation/Co-operative Federation/ Public Sector Undertaking till the due date of submission of bid.
- vi. Bids of two or more bidders having common Partner/ Director/Members as on the date of submission of the bid.

SCHEDULE TO THE INVITATION OF TENDER

8. Financial Bid

- 8.1 The price quoted by the bidder in its financial bid shall be on an F.O.R. basis, with destination being Ranchi.
- 8.2 The price should be inclusive of cost of raw material, processing, packing, micronutrient fortification, freight, VAT / CST, excise duty, cess, levies, other taxes, other incidental charges, etc. The details of applicable VAT / CST, excise duty, cess, levy, other taxes and freight should be indicated separately.
- 8.3 In case of any increase / decrease in the applicable taxes, VAT / CST, excise duty, cess, levies, etc or any new tax is imposed by the Central / State Government after the last date of submission of bids, the final price per MT shall be increased / decreased accordingly subject to production of notification / document relating to such increase / decrease.
- 8.4 If the price elements are not quoted separately as indicated above, the tender will be liable for rejection. Freight element will include loading, unloading and forwarding, etc.
- 8.5 The bidder should use Annexure 1 (Price Schedule Format) for his financial bid.
- 8.6 Cutting or overwriting on the Financial Bid will disqualify the Bid.
- 8.7 The bidder must submit only one rate strictly as per the norms and nutritional standards of recipe of energy dense fortified ready to use therapeutic food approved by the state govt./department already mentioned in Section-II. No variation or variable quotation will be accepted.
- 8.8 Telex or Facsimile quotations are not acceptable.

9. EARNEST MONEY (Bid Security)

- 9.1 Bid must be accompanied with an Earnest Money of **Rs. 70,00,000/- (Seventy Lakhs Rupees only)**, failing which the bid shall be out rightly rejected.
- 9.2 The Earnest Money should be in the form of either account payee Demand Draft or Bank Guarantee drawn in favour of the Director General, Jharkhand State Nutrition Mission, payable at Ranchi issued by any Nationalized or Scheduled Bank, valid for atleast 60 days from date of opening of tender.
- 9.3 Cheque / Fixed Deposit Receipt / Money Order or and saving certificate etc are not acceptable towards deposit of Earnest Money and such bid(s) shall be liable to be rejected.
- 9.4 No interest on the Earnest Money deposit shall be payable by the Department.

10. Period for Bid Validity

- 10.1 Bids shall remain valid for a period of 60 days from the prescribed date of opening of Technical Bids. A bid valid for a shorter period shall be liable for rejection.
- 10.2 In exceptional circumstances, the Director General, Jharkhand State Nutrition Mission, may request in writing to the bidders for an extension of the period of the validity of their bids. The validity of Earnest Money shall also be suitably extended by the respective bidders. In case a bidder does not accept the request to extend validity period of bid, his Earnest Money shall be returned. A bidder granting the request shall not be permitted to modify its bid.
- 10.3 No bids shall be modified subsequent to the deadline of submission of tender.

10.4 The bidder will not be allowed to withdraw its bid in the interval between the deadline of submission of bid and the expiration of the period of Earnest Money validity specified by the bidder on the Technical Bid form except on the condition of acceptance by the bidder for forfeiture of its Earnest Money.

11. Submission of Bid

11.1 Bid shall be submitted in separate sealed covers containing the Technical and Financial bids separately. Bid in the prescribed format annexed with this tender document shall only be considered. The tender document will be issued to all interested bidders on the payment of Rs. 10,000/- (Rupees Ten Thousand only) through cash or account payee demand draft issued by the nationalised or scheduled bank in favour of the Director General, Jharkhand State Nutrition Mission, payable at Ranchi, on all working days between dt. 14.09.2016 to dt. 21.09.2016.

11.2 The cost of tender document is non-refundable.

11.3 The bidder must submit "Technical Bid" and "Financial Bid" with all enclosures in two separate sealed covers mentioning clearly the kind of bid ("Technical Bid" or "Financial Bid") on them and putting both the sealed covers, along with the bid form, in one sealed cover over which the Address of Purchaser, Address & Contact Information of the Bidder, Name of Work, Bid No. and the words "DO NOT OPEN BEFORE 03.00 PM ON -5th October, 2016" should be written in bold letters.

11.4 All the formats of bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorised through a Power of Attorney to bind the bidder to the Agreement. All pages of the bid shall be signed by the authorized person(s).

11.5 The bid shall contain no interlineations, cutting, erasing or overwriting. Correction, if any, shall be initialed by person(s) signing the tender.

11.6 Last date of receipt of both the Technical Bids and Financial Bid in separate sealed covers and put in one single cover, personally or by registered post will be up to 03.00 pm on -04.10.2016-----in the office of the Director General, State Nutrition Mission, Room No. 8 & 9, Nepal House Ranchi - 834002, Jharkhand. Bids received after the prescribed date and time as above shall not be accepted / entertained.

11.7 In the event of specified last date for the submission of bid, being declared as holiday for the purchaser, bids will be received up to the appointed time, on the next working day.

12. **Pre-bid meeting with** the prospective bidders shall be held on 26th September, 2016 at 03 P.M in Director General, State Nutrition Mission, Room No. 8 & 9, Nepal House Ranchi - 834002, Jharkhand.

13. OPENING OF BIDS

13.1 The main cover of the bid and only the Technical Bid will be open at 03:00 PM on 05.10.2016 in the office of the Director General, State Nutrition Mission, in presence of participant bidders or their authorised representatives who opt to be present at that time. The bidders / representatives present shall sign a register to mark their attendance. The bidder's, Earnest Money Deposit details, bid withdrawal and the presence or absence of the requisite documents

and such other details as the purchaser, may at its discretion, consider appropriate will be announced at the opening. If any bidder indicates "price" in Technical Bid, his bid will not be read out and shall be rejected.

- 13.2 The Financial Bid of only those bidders, who have been declared as technically qualified will be opened on the date and time which shall be intimated to technically qualified bidders.
- 13.3 Bids and modifications that are not opened and read out at the time of opening of Technical Bid shall not be considered for evaluation. Withdrawn bids will be returned unopened to the bidders.

14. EVALUATION OF BID

- 14.1 The bids will be evaluated strictly in accordance with the terms and conditions specified in this tender document.
- 14.2 The Technical Bid will be evaluated first. Inspection will be done by the purchaser or its representative(s) to inspect its manufacturing unit/principal place of business and the manufacturers accounts and records relating to the performance of the contract. The manufacturers facility must adhere to WHO GMP and ISO 22000:2005 hygiene, quality, cleaning, safety and production systems and standards. The Financial Bid of only technically qualified bidder/s in the Technical Bid will be evaluated thereafter.
- 14.3 The Director General, State Nutrition Mission, Government of Jharkhand reserves the right to reject all or any of the bids without assigning any reason.
- 14.4 Bid with any condition imposed by the bidder/s will not be considered.
- 14.5 Canvassing directly or indirectly in any way will render the bid liable for cancellation.
- 14.6 The Director General, State Nutrition Mission, reserves the right to inspect production unit of the bidder/s and may also get the quality, composition and contents of the samples of the food items submitted by the bidder tested as deemed necessary.
- 14.7 The lowest bidder shall be decided on the basis of comparison of the FOR destination prices inclusive of raw material component, taxes and freight offered by the bidders.
- 14.8 The authority will be free to negotiate the rates quoted by **L1** bidder.
- 14.9 The Authority reserves the right to award the work to more than one bidder, if required.
- 14.10 After evaluation of the bids and its acceptance by the Authority, the successful bidder(s) will be awarded the "**Letter of Intent**" for the work.

15. SECURITY DEPOSIT

- 15.1 After the "Letter of Intent" for empanelment as an EDTF manufacture is issued, the successful bidder/s shall furnish Security Deposit amount of Rs. 70,00,000/- (Rupees Seventy Lakhs Only) and sign the Agreement within 30 days from the date of issue of the "Letter of Intent".
- 15.2 The Security Deposit of Rs. 70,00,000/- (Rupees Seventy Lakhs Only) is acceptable only in the form of FDR of Nationalized or Scheduled bank duly pledged in favour of the Director General, State Nutrition Mission, Government of Jharkhand or irrevocable and unconditional Bank Guarantee by a Nationalized or Scheduled bank. The Security Deposit should be valid for a minimum period of 36 (thirty six) months from the date of agreement. In case the period of Agreement is extended, the period of Security Deposit shall also be extended by the successful

bidder/s in such a manner that the period of Security Deposit should be valid for six months beyond the expiry of the agreement.

- 15.3 After furnishing of Security Deposit and signing of Agreement within above said stipulated time of 30 days, Earnest Money Deposit shall be refunded to the Successful Bidder/s.
- 15.4 In case the successful bidder/s fails to furnish the Security Deposit and/or to sign the Agreement within the stipulated period, his Earnest Money will be forfeited and "Letter of Intent" issued shall be deemed cancelled.

16. Modification and Withdrawal of Bids

- 16.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received with the Purchaser prior to the deadline prescribed for submission of bids.
- 16.2 The bidder's modification or withdrawal notice shall be prepared, sealed and marked and dispatched in the manner original bid was sealed marked and dispatched. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the deadline for the submission of bids.
- 16.3 No bid may be modified subsequent to the deadline for the submission of bids.
- 16.4 No bid may be withdrawn in the interval between the deadline for submission of the bids and the expiration of the period of Bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.

17. Inspections and Test

- 17.1 The manufacturer shall permit the purchaser or its representative(s) to inspect its manufacturing unit/principal place of business and the manufacturers accounts and records relating to the performance of the contract. The manufacturers facility must adhere to WHO GMP and ISO 22000:2005 hygiene, quality, cleaning, safety and production systems and standards.
- 17.2 The Purchaser or its representatives reserve the right to reject a bidder whose manufacturing facility is found not to adhere to WHO GMP and ISO 22000:2005 hygiene, quality, cleaning, safety and production systems and standards.
- 17.3 The Purchaser or its representative(s) shall have the right to inspect and/or to test the Micronutrient Fortified Food/ Energy Dense Food to confirm their conformity to the Contract specifications.
- 17.4 The inspections and tests may be conducted on the premises of the manufacturers at point of delivery and/or at the Goods final destination. All reasonable facilities and assistance, including access to draw the sample – shall be furnished to the inspectors at no charge to the Purchaser.
 - (i) Should any inspected or tested Micronutrient Fortified Food/ Energy Dense Food fail to conform to the WHO norms and nutrition standards, the Purchaser may reject the goods and the manufacturers shall either replace the rejected Goods or make alterations necessary to meet specified requirements free of cost to the Purchaser.
 - (ii) The Purchaser's right to inspect, test and, where necessary, reject the Micronutrient Fortified Food/ Energy Dense Food after the its' arrival at final destinations (CDPOs' office or godown) shall in no way be limited or waived by reason of the Goods having previously

been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

- (iii) Nothing in this Clause shall in any way release the manufacturers from any warranty or other obligations under this Contract.

18. Insurance

The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at final destinations, the insurance shall be obtained by the manufacturers in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destinations) on "All Risks" basis including War Risks and Strikes. Costs of insurance will be included in the bid price mentioned in the financial bid.

19. WHOM TO CONTACT

For any other information the Director General, State Nutrition Mission, Ranchi, Jharkhand may be contacted..

20. AMENDMENT OF TENDER DOCUMENT

- 20.1 At any time prior to the deadline for submission of bid, the Director General, State Nutrition Mission, Ranchi, Jharkhand may, for any reasons, whether on own initiative or in response to a clarification requested by a prospective bidder, modify the tender document by amendment.
- 20.2 The amendment will be notified in writing or by fax or email to all prospective bidders who have purchased tender document and will be binding on them.
- 20.3 In order to provide prospective bidder reasonable time for any amendment in preparation of bid, the Director General, State Nutrition Mission, Ranchi, Jharkhand may at his/her discretion extend the deadline for submission of the bids.

21. AGREEMENT VALIDITY PERIOD

The Agreement will remain in force for the period of 2 (Two) years from the date of execution of the agreement.

Subletting of the work, in any form shall not be allowed in any case and the Agreement is liable to be cancelled forthwith, if any breach of this condition comes to the notice of Director General, State Nutrition Mission, Govt. of Jharkhand, Ranchi.

22. TERMINATION OF AGREEMENT

- 22.1 In case of deficiency in quality or inordinate delay in deliveries of the food items or unsatisfactory performance of Agreement by the successful bidder, the Director General, State Nutrition Mission, Govt. of Jharkhand, Ranchi may rescind the Agreement and recover damages upto ten percent of the unexpired value of Agreement. Such action shall be taken after affording due opportunity of hearing to the successful bidder/s.

22.2 The purchaser may by giving one month prior notice to the successful bidder/s; terminate the Agreement in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for purchaser's convenience, extent to which the Agreement is terminated and the date upon which such termination becomes effective.

23. FORCE MAJEURE

The successful bidder/s will not be liable for any excess costs or penalty for failure to perform, if the failure to perform the Agreement arises out of causes beyond the control and without the fault or negligence of the successful bidder/s. Such causes may include fire, flood, earthquake or any other natural disaster, blockage of roads, labour dispute / strike, lockout, embargo, riots, failure of law & order and unusually severe weather conditions. The Director General, State Nutrition Mission, Govt. of Jharkhand, Ranchi will decide such cases on merit and his decision will be final.

24. RESOLUTION OF DISPUTES

All disputes arising out of the Agreement 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 the Director General, State Nutrition Mission, Govt. of Jharkhand, Ranchi 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.

Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the Agreement unless they otherwise agree.

Legal jurisdiction of any legal dispute will be at the Court of Law at Ranchi, Jharkhand only.

Financial BID
(Price Schedule)

Name and Address of the Bidder :-

Rate in Rs. Per Pack Size			
S.no.	Particulars	Energy Denced Theraputic Food	Details of all Taxes & Levies as applicable in %
1.	Rate (inclusive of cost of raw material, processing, packing micronutrient fortification, freight, etc.		
2.	Excise Duty as applicable		
3.	VAT/CST as applicable		
4.	Other Taxes as applicable		
5.	Gross Rate inclusive of all taxes for Project Godowns(1+2+3+4) in figures and words		

Signature of the Bidder _____

Name of Signatory _____

"SEAL"

(in Capital Letters)

Date _____

Designation of Signatory _____

Place _____

Name and Address _____

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

In consideration of the Governor of Jharkhand (hereinafter called the said "Government") having agreed to award M/s (Name and address of the bidder) having its registered office at (hereinafter called the "successful bidder") the empanelment for manufacturing and supply of Ready to Use Therapeutic Food under the terms and conditions of agreement dated made between the successful bidder and the government (hereinafter called the said "Agreement") and the government having agreed to accept the security deposit of Rs. (Rupees rupees only) in the form of Bank guarantee for the due fulfilment of the agreement.

1. 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 pay to the government an amount not exceeding Rs. (Rupees rupees only) against any loss and damage caused to or suffered or would be caused to or by the government by reason of any breach by the said successful bidder of any of the terms or conditions contained in the said Agreement.
2. We do hereby undertake to pay the amount due and payable under the guarantee without any demur, merely on a demand from the government stating that the amount claimed in due by way of loss or damage caused to or would be cause or would be caused to or suffered by the government 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 agreement. Any such demand made on the bank shall be conclusive as regard the amount due and payable by the bank under this guarantee.
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 or Tribunal relating thereto, or liability under this guarantee being absolute and unequivocal.

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.

4. 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 government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the government certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said successful bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the We shall discharged from all the liabilities under this guarantee thereafter.
5. We further agree with the Government that the government 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 agreement 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 agreement and we shall not be relived from our liability by reason of any such variation, or extension being granted to the said successful bidder or for any forbearance, 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.
6. This guarantee will not be discharged due to change in the constitution of the bank or the successful bidder.
7. We Lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government in writing.
8. This guarantee shall remain valid in full effect from to

Date :

Banker's Signature

(with stamp)