



## **REQUEST FOR BID**

**(Open E - Tender)**

**Supply of Sanitary Napkins on Rate Contract basis for a period of 3 years, to Women's Institutions of MSRLM & MAVIM in the State of Maharashtra**

**Tender Ref No.: MSRLM/SMMU/Sanitary Napkin /01 /2017-18**

eTender ID: 2017\_MSRLM\_218365

Date: 19 May 2017

**Issued by:**

**UMED - Maharashtra State Rural Livelihood Mission  
Rural Development & Water Conservation Department  
Government of Maharashtra**

5<sup>th</sup> Floor, CIDCO Bhawan, CBD Belapur (South Wing)

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## Disclaimer

- 1 The Chief Executive Officer of Maharashtra State Rural Livelihoods Mission (MSRLM), Government of Maharashtra hereinafter referred to as “Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (hereinafter referred to as the “Tender Document”) for **‘Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years, to Women’s Institutions of MSRLM and MAVIM, in the State of Maharashtra’**.
- 2 This tender document has been prepared with an intent to invite prospective applicants/bidders and to assist them in making their decision of whether or not to submit a bid. It is hereby clarified that this tender is not an agreement and the purpose of this tender is to provide the bidder(s) with the information to assist them in the formulation of their bids. This tender document does not purport to contain all the information bidders may require. This tender may not be appropriate for all persons or entities and it is not possible for the TIA to consider the investment objectives, financial situation and particular needs of each bidder.
- 3 MSRLM has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. The interested bidders are required to make their own inquiries so that they do not solely rely on the information contained in this tender document in submitting their bids. This tender document includes statements, which reflect various assumptions and assessments arrived at by the TIA in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require.
- 4 This tender is not an agreement by or between the TIA and the prospective bidders or any other person and the information contained in this document is provided on the basis that it is non-binding on the TIA, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. The TIA makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the tender document. Each bidder is advised to consider this document as per his understanding and capacity. The bidders are also advised to do appropriate examination, enquiry and scrutiny of all aspects mentioned in this document before bidding. The bidders are also requested to go through this tender document in detail and bring to notice of the TIA, any kind of error, misprint, inaccuracies, or omission in the document. The TIA reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be

applied. It also reserves the right to decline to discuss the project further with any party submitting a bid.

- 5 No reimbursement of cost of any type will be paid to persons or entities submitting a bid. The bidder shall bear all costs arising from, associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.
- 6 This issue of tender does not imply that the TIA is bound to select and technically qualify bids or to appoint the selected bidder, as the case may be, for the project and it reserves the right to reject all or any of the bids without assigning any reasons whatsoever.
- 7 The TIA may, in its absolute discretion but without being under any obligation to do so, update or amend the information contained in this tender document before bid submission deadline.
- 8 The TIA, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this tender document or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the tender document and any assessment, assumption, statement or information contained therein or deemed to be part of this document or arising in any way with eligibility of bidder for participation in the bidding process) towards any Applicant or bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.
- 9 The TIA also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any bidder upon the statement contained in this tender document.
- 10 Interested bidders , after careful review of all the clauses of this 'Notice Inviting Bid', are encouraged to send their suggestions in writing to the TIA. Such suggestions, after a review, may be incorporated into this tender document as a corrigendum, which shall be uploaded onto the e-tendering website <https://mahatenders.gov.in>.
- 11 All eligible bidders need to be registered on the following portal to generate login credentials and to download the bid documents for online bid preparation / decryption etc. <https://mahatenders.gov.in>.

## 1. Invitation of Bid

- 1 Deen Dayal Antoyodaya Yojana, National Rural Livelihoods Mission (DAY NRLM) is an ambitious mission mode programme launched by Ministry of Rural Development, Government of India for eradication of rural poverty. Maharashtra State Rural Livelihoods Mission is established to implement National Rural Livelihoods Mission (NRLM).
- 2 The Chief Executive Officer, Maharashtra State Rural Livelihoods Mission (MSRLM), Government of Maharashtra invites Online Bids through e-Tender portal (<https://mahatenders.gov.in>) from eligible Primary Manufacturers for supply of Sanitary Napkins on Rate Contract basis to the Women's Institutions as per the particulars mentioned in Section 1.1 of this tender document.
- 3 The bidders are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The main objective is to obtain a competitive price and ensure that the successful bidder supplies the item as per the requirement.
- 4 The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required tender/ bidding document fee and EMD.
- 5 The bidders who wish to participate in this bidding process must register on - <https://mahatenders.gov.in>
- 6 To participate in online bidding process, bidders must procure a Digital Signature Certificate of appropriate class as per Information Technology Act - 2000 using which they can digitally sign and encrypt their electronic bids. The bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode, etc. The bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 7 A Two (2) envelope selection procedure shall be adopted.
- 8 The bidder's (authorized signatory) shall submit their offer online in electronic formats for Technical and Commercial bids. The tender document fees, and Earnest Money Deposit (EMD) should be submitted online as per the details provided in the bid document.



- 9 The TIA will not be responsible for any delay or error in online submission due to any reason. For this, bidders are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk on – 0120-4200462, 0120-4001002 or Mobile: +91-8826246593 or write to – [support-eproc@nic.in](mailto:support-eproc@nic.in)
- 10 The bidders are also advised to refer “Bidders Manual Kit” available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

### 1.1. Key Events and Dates

Sr. No.	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date: 19 <sup>th</sup> May 2017 Time: 2.00 PM
2.	Tender Reference Number	Ref.No. MSRLM/SMMU/Sanitary Napkin /01 /2017-18
3.	eTender ID	2017_MSRLM_218365
4.	Last date & time for downloading the Tender document	Date: 19 <sup>th</sup> June 2017, Time: 3 PM
5.	Last date & Time for sending requests for clarifications	Date: 25 <sup>th</sup> May 2017, Time: 5 PM
6.	Date, Time and place of Pre- Bid Conference	Date: 26 <sup>th</sup> May 2017, Time: 10 AM RDD Secretary's Chamber 7 <sup>th</sup> Floor, Bandhkam Bhawan, Murzban Road, Fort Mumbai– 400001, Maharashtra
7.	Last Date (deadline) & Time for submission of bids	Date: 20 <sup>th</sup> June 2017, Time: 2.00 PM
8.	Last Date of Submission of Sample along with the test certificates from NABL NITRA/ SITRA/ BTRA / ILAC/ any equivalent accredited lab for the said product in sealed envelope as per Section 4.3, Point No. 12	Date: 21 <sup>st</sup> June 2017 upto 4.00 PM Address – Maharashtra State Rural Livelihoods Mission, 5 <sup>th</sup> Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra
9.	Date and Time for Opening of Technical Bids	Date: 22 <sup>nd</sup> June 2017, Time: 12.30 PM

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<b>10.</b>	Date and Time for Opening of Commercial Bids	To be informed to the qualified bidders
<b>11.</b>	Address for Communication	<b>State Mission Manager-Procurement</b> Maharashtra State Rural Livelihoods Mission, 5 <sup>th</sup> Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra Email:pravingodse.msrlm@gmail.com

**1.2. Other Important Information related to Bid**

Sr. No.	Information	Details
1.	Tender Fee	Rs. 10,000/- (Rupees Ten Thousand only) to be paid online on the e-tendering portal at the time of submission of the tender
2.	Earnest Money Deposit (EMD) (to be paid online)	Rs. 10, 00, 000 (Rupees Ten Lakhs Only) to be paid online on the e-tendering portal at the time of submission of the tender. <i>Exemption is applicable as per the Government of Maharashtra rule</i>
3.	Bid Validity Period	180 days from the date of opening of the technical bid
4.	Performance Security	3% of the total value of the contract
5.	Last date for furnishing Performance Security in the form of Bank Guarantee or Demand Draft (Payable at Mumbai) to CEO, Maharashtra State Rural Livelihoods Mission, GoM (By the successful bidder)	Within fifteen (15) working days of the date of notice of award of the contract (Letter of Intent (LOI)) or prior to signing of the contract whichever is earlier or as intimated in the LoI issued by the Maharashtra State Rural Livelihoods Mission. The Performance Security shall be valid for 60 days after the ending of the rate contract/extended date of rate contract
6.	Last date for signing the contract	As intimated in Letter of Intent by the <i>Tender Inviting Authority</i>

Sd-

**Chief Executive Officer,**

**Maharashtra State Rural Livelihoods Mission**

## **2. Background**

### **2.1. Introduction**

In Maharashtra, Maharashtra State Rural Livelihood Mission (MSRLM) - UMED is working with the rural poor Households by layering livelihood activities on their institutions for improving and enhancement of their livelihoods. Enhancement of livelihoods is done through a four point approach including –

- a.** Increasing income
- b.** Increasing work days
- c.** Reducing Expenditure and
- d.** Reducing Risk

UMED is working with rural poor women by facilitating them to form Self Help Groups (SHGs), Village Organizations (VOs) and Cluster Level Federations (CLFs) (hereinafter called as Women's Institutions). These groups are hand held with financial doses in a period of six months from their formation, in addition to building and strengthening their capacities in institutionalising, self-help, financial literacy, development issues etc.

UMED has partnered with many eminent NGOs as a part of improving livelihoods of the poor. Various livelihood interventions have been started in the communities to strengthen their existing activities and initiate new options of livelihoods.

Currently, UMED is actively working with 1,50,000 SHGs, 5000 Village Organizations (VOs) and about 150 Cluster Level Federations (CLFs) across Maharashtra with reach of approximate 2.5 lakhs households.

Most of the income of poor households is spent on health issues which is mainly due to ignorance towards cleanliness and sanitation. Hence, UMED has introduced Dashasutri based on social and financial development of Households. This Dashsutri - a 10 point agenda, involves health as the 6<sup>th</sup> point wherein awareness, discussions and various community interventions are focused for the members through their institutions.

## ***2.2. Objective of the Programme***

- a.** To impart right knowledge and create awareness on Personal Hygiene among the women and young girls in villages through the platform of Self Help Groups (SHGs).
- b.** To make available, Sanitary Napkins, to the rural women and adolescent girls at a reasonable price, through Women's Institutions.
- c.** To help Women Institutions increase their corpus through selling of sanitary napkins.

## ***2.3. Implementation of the Programme***

- a.** UMED would float a tender for supply of Sanitary Napkins on Rate Contract basis from Primary Manufacturers.
- b.** UMED would finalize the Rate Contract for the period of three (3) years and same will be communicated to the Women's Institutions established (hereinafter referred to as Purchaser ) under the UMED & MAVIM
- c.** Women's Institutions will procure the sanitary napkins from the selected bidder and sell it to the members of Self Help Groups (SHG), other womens , village girls ,adolescent girls of Zilla Parishad Schools etc in the state of Maharashtra, keeping some profit margin.

## ***2.4. Scope of the Bid***

Online bids are invited for the Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years, to Women's Institutions of MSRLM and MAVIM in the State of Maharashtra, Maharashtra State Rural Livelihoods Mission on behalf of the of Rural Development, Government of Maharashtra (Tender Inviting Authority) is acting as the central coordinating agency for the procurement of sanitary napkins by Women's Institutions. The main objective is to obtain a competitive price through centralized coordinated procurement process. For this, UMED, on behalf of the Department of Rural Development, Government of Maharashtra, will coordinate and oversee the procurement process, ensure that the successful bidders supply sanitary napkins at all talukas within the state of Maharashtra as per the requirement of the Women's Institutions. The successful bidder shall ensure that appropriate Taluka

Distribution Centres (TDC) are set up across all talukas in the state of Maharashtra for distribution.

Rate Contract: This is a Rate contract Bid, the rate will be valid for a period of three (3) years from the date of finalization of rate contract. However, the approximate quantity requirement mentioned in the Section 6.1, which may vary as per the need of the Women's Institutions. The bidders are expected to quote their best rate for the sanitary napkins. During the validity of the rate contract period, Women's Institutions only authorized on behalf of UMED & MAVIM will be placing purchase orders for the supply of sanitary napkins.

- a. Women's Institutions (Purchaser) on behalf of TIA will place the supply order online in a phased manner as per requirement during the rate contract period. TIA will implement a software which is envisaged to have a provision for the same. An account shall be opened at the central level wherein money for the order placed shall be placed at the time of order. After successful supply payment shall be released from this account.
- b. The successful bidder shall have to supply the sanitary napkins at the Women's Institutions in a taluka within 30 days from the date of supply order.
- c. In case the ordered sanitary napkins are not delivered within the stipulated delivery period, the purchaser shall deduct Liquidated Damage (LD) charges as per the bid conditions.
- d. If at any time during the contract, the successful bidder encounters conditions hindering timely delivery of the goods and performance of services, the successful bidder shall inform the purchaser and TIA, in writing within a week about the same including its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the successful bidder's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful bidder's contractual obligations by issuing an amendment to the contract.
- e. The supplier shall supply sanitary napkins at the specified destination(s) and submit the copy of Invoice, Test Report, Delivery Challan and other relevant documents at the destination itself. Where more than one batch of the sanitary napkins is supplied under one invoice, the quantities in each batch supplied shall be clearly specified. The date of manufacture of each batch / Lot shall be specified. The quantity supplied shall be in terms of the 'units' mentioned in this Tender Document. The suppliers are cautioned that the variation in the description of product in the invoice/analysis report and actual supplies will be considered as an improper invoicing and will be dealt with accordingly.

- f. In order to build awareness about the usage of sanitary napkins, supplier has to provide design of various IEC materials to TIA.

**Sequence of Activities:**

- a) Women's Institutions i.e. Purchaser to place the supply order for the required no. of sanitary napkins with date and place of delivery.
- b) Confirmation of order by the successful bidder.
- c) Payment by purchaser into an Escrow Account.
- d) Delivery to the location specified in the order.
- e) Confirmation of receipt of delivery.
- f) Payment released into the account of the successful bidder after confirmation of delivery.

### **3. Instructions to Bidders**

This section includes all the important information required to bid for this project.

#### **3.1. General Information and Guidelines**

- 1 The TIA invites bids from eligible bidders as per the Scope and Technical Criteria and Specifications respectively defined in Section 2.4 and Annexure -B respectively, of this tender document.
- 2 Any contract that may result from this bidding process will be effective from the date of Signing of Contract and shall, unless terminated earlier in accordance with its terms, continue for a period of three (3) years which may be extended as per the decision taken by the TIA based on performance of the bidder.
- 3 The TIA reserves the right to extend the *Term* on mutually agreed terms at the sole discretion of the TIA, subject to any obligations under applicable law.
- 4 All information supplied by the bidders may be treated as contractually binding on the bidders, on the successful award of the assignment by the TIA on the basis of this tender document.
- 5 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the TIA. Any notification of preferred bidder status by the TIA shall not give rise to any enforceable rights by the bidder. The TIA may cancel this public procurement at any time prior to a formal written contract being executed by or on its behalf.
- 6 This tender document supersedes and replaces any previous public documentation & communications, and the bidders should place no reliance on such communications.
- 7 All figures of costs, project values and others should be mentioned in Indian Rupees only.
- 8 No bidder shall submit more than *one Bid* for this tender.

#### **3.2. Consortium Conditions: Not Applicable.**



### ***3.3. Tender Document Fees***

The bidders are requested to pay a Tender fees of Rs. 10,000 (Rupees Ten Thousand Only) through the e-Tender Portal's Payment Gateway. The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal: <https://mahatenders.gov.in>, on registration. The bids that are not accompanied by the tender fee shall be considered non-responsive and will be rejected.

### ***3.4. Earnest Money Deposit (EMD)***

The bidders are requested to deposit the EMD of Rs. 10, 00,000 (Rupees Ten Lakhs Only) through the Online Payment Gateway as integrated in the <https://mahatenders.gov.in> e-tendering solution.

- 1 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- 2 The EMD should be valid for 180 days from the date of technical bid opening.
- 3 Tenderers who are registered with Directorate General of Supplies & Disposal (D.G.S. & D), Small Scale Industries (S.S.I) of Maharashtra & National Small Scale Industries Corporation (N.S.I.C) or any other Exemption granted by Government of Maharashtra, for the proposed product will be granted exemption from payment of EMD in respect of tender item specified in the registration certificate produced by bidder for availing exemption.
- 4 The bids submitted by bidders who are not exempted as mentioned above and without the prescribed EMD, will be rejected.
- 5 The Unsuccessful bidder's EMD will be returned within 120 days from the date of opening of the commercial bid.
- 6 The EMD of successful bidder will be returned after the award of contract and submission of the Performance Security in the form of Bank Guarantee / Demand Draft within specified time and in accordance with the format given in the tender document.
- 7 The EMD may be forfeited:
  - a. If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
  - b. If successful bidder fails to sign the Contract or to furnish Performance Security in the form of Bank Guarantee / Demand Draft within specified time in accordance with the format given in the tender document.

- c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the TIA regarding forfeiture of the EMD shall be final and binding upon bidders.
- d. If during the bid process, any information is found false/fraudulent/mala fide, then the TIA shall reject the bid and, if necessary, initiate action.

### 3.5. Contact Details

For any clarifications & communication with regards to the tender document, the bidders are expected to communicate at the contact information provided below:

S. No	Item	Details
1.	Name	Shri Pravin N Godse
2.	Designation	<b>State Mission Manager-Procurement</b> Maharashtra State Rural Livelihoods Mission, 5 <sup>th</sup> Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614 Maharashtra
3.	Email. ID	pravingodse.msrlm@gmail.com
4.	Phone	022- 27562552

### 3.6. Pre-Bid Queries and Pre-Bid Meeting

The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective bidders. The date, time and place of the meeting are specified in Section –1.1. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The bidders shall send their pre-bid queries as per the schedule specified in the tender document Section 1.1. The bidders are required to send the queries only in the format specified in Annexure-7. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

### ***3.7. Response to Pre-Bid Queries / Corrigendum / Amendment to the Tender***

At any time prior to the deadline (or as extended by the TIA) for submission of bids, the TIA for any reason, whether at its own initiative or in response to clarifications requested by the bidder, may modify the tender document by issuing amendment(s) or issue additional data to clarify an interpretation of the provisions of this tender. Such supplements, amendments / corrigendum to the tender document, issued by the TIA would be displayed on <https://mahatenders.gov.in>. and shall be deemed to be incorporated by this reference into this tender document.

Any such supplement / corrigendum / amendment will be binding on all the bidders. The TIA will not be responsible for any misinterpretation of the provisions of this tender document on account of the bidders' failure to update the bid documents based on changes announced through the website.

In order to allow bidders a reasonable time to take the supplement / corrigendum / amendment(s) into account in preparing their bids, the TIA, at its discretion, may extend the deadline for the submission of bids.

### ***3.8. Completeness of Response***

- 1 The bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 2 The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its bid

### ***3.9. Bid Preparation Cost***

The bidder shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no

reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

### ***3.10. Right to Termination***

The TIA may terminate the bid process at any time and without assigning any reason. The TIA makes no commitments, expressed or implied, that this process will result in a business transaction with anyone. This tender document does not constitute an offer by the TIA. The bidder's participation in this process may result in the TIA selecting the bidder to engage towards execution of the contract. In the event of such termination, EMD of all bidders shall be returned, without any interest.

### ***3.11. Authentication of Bids***

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. *A letter of authorization in the name of the person signing the bid shall be supported by a written Power-of-attorney accompanying the bid.* The bid will then be uploaded on the e-tendering portal.

### ***3.12. Interlineation of Bids***

The bid shall contain no interlineations or erasures. In case of any overwriting, the place needs to be signed by the Authorized signatory.

### ***3.13. Late Bids***

The bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be considered.

### ***3.14. Patent Claim***

In the event of any claim asserted by a Third Party/ Distributors/Suppliers/Agents/Authorized dealers of infringement of copyright, patent, trademark or industrial design rights or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and the TIA is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, costs associated with court cases and lawyer fees etc. The TIA shall give notice to the successful bidder on any such claim and recover it from the bidder if required.

## 4. Bid Submission Instructions

### 4.1. Online Bid Submission

- 1 The bidder shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
- 2 To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc. , kindly visit following e-Tendering website <https://mahatenders.gov.in>
- 3 The bids submitted, shall comprise of the following 2 envelopes:
  - A Two (2) envelope/ cover system shall be followed for the bid:
    - **Envelope A:** Technical Bid (Refer Section 4.3 for documents to be submitted as per the format specified in this tender document)
    - **Envelope B:** Commercial Bid
  - The Bid shall include the following documents:

Table: Documents Required			
Sr. No.	Document Type	Document Format	Online Submission
<b>Technical Bid: Envelope – A</b>			
1.	Tender Fee	Online Payment	Yes
2.	EMD	Online Payment	Yes
3.	Technical Bid	The Technical Bid shall be prepared in accordance with the requirements specified in the Section 4.3 of this tender document	Yes
<b>Commercial Bid: Envelope – B</b>			
4.	Commercial Bid	The Commercial Bid shall be prepared in accordance with the requirements specified in this tender document and in the format prescribed in Annexure-5.	Yes

- a. The bidder should ensure that all the required documents, as mentioned in this tender document, are submitted along with the bid and in the prescribed format only.
  - b. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejection of the bid submitted by the bidder.
  - c. It shall be the sole responsibility of the bidder to ensure that all the documents required for the Technical Bid including all annexures, technical specification compliance sheet and Commercial Bid etc. are uploaded on the portal well within time and the TIA shall not entertain any representation from any bidder, who fails to upload the requisite documents within the stipulated time and date on account of any technical issues related to low internet connectivity, size of the files to be uploaded, error with regards to uploading of correct file etc. Therefore, the bidders are notified that they must read the instructions / information given on the homepage of the e-tender portal and must understand all the nuances of technology in advance.
  - d. The bidders should note that the bids will be evaluated on the basis of documents referenced against evaluation criteria of the pre-qualification, annexures, technical bid and compliance to technical specification only.
- 4 The TIA will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after submission of bid.
- 5 It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
- 6 It shall be the responsibility of the bidder to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory
- 7 Modification and Withdrawal of Bids -
- a) Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
  - b) Resubmission of bid shall require uploading of all documents including price bid a fresh.
  - c) If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

- d) The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.
- e) The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

#### 4.2. Eligibility Criteria

The bidders shall fulfill all of the following eligibility criteria independently, as on the date of submission of bid.

Sr. No.	Eligibility Criteria
1.	The bidder must be a Primary Manufacturer ( <i>Henceforth, referred to as 'Primary Manufacturer' or 'Tenderer'</i> ) having a valid Manufacturing license for the item quoted. <b>Distributors/Suppliers/Agents/Authorized dealers etc. are not eligible to participate in this tender.</b> The tenderer must have its own manufacturing facility as on the date of submission of the bid. <i>Loan Licensee is not eligible.</i>
2.	The tenderer must possess a valid appropriate ISO certificate for the specified product, as on the date of submission of the bid.
3.	The Tenderer must have the Original Manufacturer's Certificate that the product is being used in country of origin.
4.	The Tenderer must have in its name, a valid VAT Registration Certificate and VAT Clearance Certificate up to 31st March 2017 or the latest copy of the VAT return.
5.	The Tenderer should have a current installed capacity of 1 Crore Napkins per month. The Tenderer shall provide Annexure – 4 duly certified by the CA for the same.

<b>6.</b>	The Tenderer must have supplied atleast 4.5 Crore Napkins to any of their clients (through single or multiple orders) in any of the year during the years 2014 – 2015, 2015-2016 and 2016-2017. The eligible Manufacturer/Tenderer must submit particulars of quantity of the past supplies made as per the performance statement format in (Annexure -2) provided in the tender document without any alteration. The Tenderer must also provide supporting documents in the form of client certificates / completion of supply order for each of the particulars provided.
<b>7.</b>	The Tenderer must have atleast three (3) years' experience of manufacturing and supply of sanitary napkins as on date of opening of the bid.
<b>8.</b>	The bidder must not have been blacklisted due to malpractice, misconduct, or debarred either by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking / Government Organizations, for manufacturing and supplying sanitary napkins, as on the date of submission of bid.

**Note:**

- 1 Tenderer must have adequate production capacity of the quoted item to accomplish the delivery within the stipulated period specified in the tender document.
- 2 It is mandatory to submit the specified documents in support of the above eligibility criteria and the company/firm/agency is likely to be disqualified should it fail to provide any of the specified documents.
- 3 For the purpose of the above mentioned Eligibility criteria, the proofs and relevant certificates of only the bidding entity will be considered. Turnover or any other documents of any parent, subsidiary, associated or other related entity will not be considered.

**4.3. Technical Bid (Envelope - A)**

The Technical bid must be submitted online (Envelope A) as per the instructions on the portal and in this tender document.



Following documents are mandatory and should be submitted in the sequence and order:

1. Tender Form as per Annexure-1.
2. A copy of Power of Attorney and board resolution authorizing an officer of the bidder to communicate with the TIA for the purpose of this tender document.
3. Current/Valid MFG Licence, Attested photocopy of valid Manufacturing License duly approved by the Licensing Authority for quoted item as per specification in the tender. If quoted item is manufactured at different places, Manufacture License & Performance certificate from all such places from respective Administration should be enclosed. However, Loan Licensee is not allowed.
4. Performance statement of the offered product for last three years in the format given in Annexure-2 supported by copies of purchase orders/satisfactory certificates issued by the clients for major supplies or certificate issued by superintendent central excise TIA.
5. Technical compliance of the offered product as per Annexure-3. This should include a detailed substantiation on how the offered product meets the requirement. In case of any deviation against any of the technical specifications listed in Annexure -3. In Case of no deviations against the technical specifications, the tenderer shall specify 'no deviations' against the technical specification.
6. VAT Registration certificate and VAT Clearance Certificate up to 31st March 2017 or the latest copy of the VAT return submitted.
7. An Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than Drug Price Control Order (DPCO), National Pharmaceutical Pricing Authority (NPPA) or not higher than MRP.
8. An Affidavit on non-judicial stamp paper of Rs.100/- specifying that the firm has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for manufacturing and supplying sanitary napkins, as on the date of submission of bid.
9. An Affidavit by the bidder stating that if any information submitted as a part of this bid is found misleading / false during scrutiny of documents, EMD will be forfeited and bidder will be blacklisted.
10. Bidder should submit a sample including 6 packets of the offered product in a signed and sealed envelope, as per the technical specification mentioned in the tender document. The envelope should also include the testing certificate from any

of the authorized laboratories approved by NABL/ NITRA/ SITRA/ BTRA / ILAC/ any equivalent accredited lab for the said product. The bidder should refer to Section 1.1 regarding the schedule of the same.

The sealed envelope should be superscribed as – SAMPLE for Tender ID2017\_MSRLM\_218365 along with the details of the Tender Issuing Authority. The bidder should also note that final supply shall be in packs that are co-branded with 'Asmita'. These samples may not have this packaging. TIA will decide design of package with successful bidder.

11. The tenderer must have adequate installed production capacity of atleast manufacturing 1 Crore Units per month of the quoted item to accomplish the delivery within the stipulated period specified in the tender document and must submit a certificate issued by the State competent authority / from CA. The Details of Manufacturing Unit are to be provided as per Annexure-4. The bidder should provide the details with the name and address of the premises where the items quoted are actually currently manufactured.

Note: It is expected that if sourced quantity by different Women Institutions show requirement of more than these many units or manufacturing capacity of the successful bidder then successful bidder shall augment capacity within nine months of communication and decision in this regard to the required capacity.

**Note:** The technical bid shall not contain any price information. TIA may seek clarifications from the bidder on the Technical bid submitted by the bidder. Any of the clarifications by the bidder on the Technical bid should not have any commercial implications

#### **4.4. Commercial Bid (Envelop - B)**

- 1 Commercial/price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
- 2 Rates should be quoted in the Commercial Bid format as per Annexure-5 of this tender document and in accordance to the details and terms and conditions as mentioned in this tender document (hence, the bidder is expected to understand the tender in all respects).
- 3 Quoted price shall be inclusive of Sales Tax, VAT/GST, Excise Duty or Custom Duty as the case may be and Freight, Insurance and the cost involved in setting up Taluka Distribution Centres (TDC) for supply up to taluka level, within the state of Maharashtra.

- 4 The price quoted by the tenderers shall not, in any case exceed the controlled Price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP).

#### **4.5. *Validity of Bid***

The bid shall be valid for a period of 180 days from the date of opening of the technical Bid. A bid valid for a shorter period may be rejected as non-responsive. In exceptional circumstances, at its discretion, the TIA may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by email.

#### **4.6. *Corrections / errors in Commercial Bid***

1. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
2. The quoted price shall be corrected for arithmetical errors by TIA.
3. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
4. The amount stated in the Commercial bid, adjusted in accordance with the above procedure and as stated in Annexure-5 of this tender document, shall be considered as binding on the bidder for evaluation.

#### **4.7. *Price and Information***

- 1 The bidder shall quote for sanitary napkins as per the requirements of the tender document.
- 2 All the prices will be in Indian Rupees.
- 3 The bidder should provision for all taxes, duties, charges and levies as applicable and Freight, Insurance and the cost involved in setting up Taluka Distribution Centres for supply up to taluka level, within the state of Maharashtra. Bidder shall also make a provision for packaging of the napkins in groups of 8 with co-branding on the package in a way decided by TIA.
- 4 The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the bid and the contract. No revision of the fee shall be made on account of any variations in costs of labor and

materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive.

- 5 All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.
- 6 The price quoted by the bidders shall be valid for a period of three (3) years however, TIA shall provide an increase of 5% on the quoted price during the 2<sup>nd</sup> and 3<sup>rd</sup> years of the contract.

#### **4.8. Language**

The bid should be submitted by the bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidders. For purposes of interpretation of the bid, the English translation shall govern. If any documentary evidence for 'Experience' is in other languages, a true translation of the copy, attested by Notary shall be enclosed.

#### **4.9. Conditions under which Tender is issued**

- 1 This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any bidder, should it be so necessary at any stage.
- 2 The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- 3 No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to bidders shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- 4 Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).

- 5 Until the Contract is awarded and during the validity of the Contract, bidders shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of the TIA.

#### ***4.10. Right to the content of Bids***

All bids and accompanying documentation of the Technical bids will become the property of the TIA and will not be returned after opening of the Technical bids. The TIA is not restricted in its rights, to use or disclose any or all of the information contained in the bid and can do so without compensation to the bidders. The TIA shall also not be bound by any language in the bid indicating the confidentiality of the bid, or any other restriction on its use or disclosure.

#### ***4.11. Non-Conforming Bid***

A bid may be construed as a non-conforming bid and ineligible for consideration if:

1. It does not comply with the requirements of this tender document.
2. It does not follow the format requested in this tender document or does not appear to address the requirements as specified by the TIA.

#### ***4.12. Disqualification***

The bid is liable to be disqualified in the following cases or in case the bidder fails to meet the requirements as indicated in this tender document:

1. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
2. During the validity of the bid, or its extended period, if any, the bidder increases the quoted prices.
3. The bidder qualifies the bid with own conditions.
4. The bid is received in an incomplete form, offered product sample received after due date not accompanied by all the requisite documents, or the bidder has quoted only for a part of the project.
5. The information submitted in the Technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.

6. The Commercial bid is enclosed with the Technical bid.
7. The bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
8. In case any one bidder submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified,
9. The bidder fails to deposit the Performance Security in the form of Bank Guarantee or Demand Draft or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the TIA.
10. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the bidders so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
11. If the Technical bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

#### ***4.13. Acknowledgement of Understanding***

By submitting the bid, each bidder shall be deemed to acknowledge that bidder has carefully read all sections of this tender document, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

## **5. Bid opening and Evaluation process**

### ***5.1 Bid Opening***

On the date and time specified in the tender notice following procedure will be adopted for opening of tender for which tenderer is free to attend himself or depute an authorized officer as his representative.

### ***5.2 Opening of Envelop – A (Technical Bid)***

Envelope No. A (Technical bid) of the tenderer will be opened in the presence of tender opening authority and in the presence of tenderer / their representatives through- e tendering procedure.

### ***5.3 Evaluation of Technical Bid***

The evaluation of the technical bids will be carried out in the following manner:

- 1 The bidders' technical bid will be evaluated as per the requirements and evaluation criteria as spelt out in Section 4.3 and the technical specifications given in Annexure – B of this tender document. The bidders are required to submit all required documentation in support of the criteria specified as per the formats specified in this tender document, along with sample of offered product, as required for technical evaluation.
- 2 In any case, in the event of any deviation from the factual information provided by the bidder in technical bid, the deviation can reject the bid and also ban the bidder from participation in any future tenders in the state of Maharashtra.
- 3 At any time during the bid evaluation process, the committee may seek verbal / written clarifications from the bidders. The committee may seek inputs from their professional experts in the evaluation process.
- 4 The committee reserves the right to do a reference check of the past experience stated by the bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- 5 The technically shortlisted bidders will be informed of the date and venue of the opening of the commercial bids through a written communication.

### ***5.4 Opening of Envelop - B (Commercial Bid)***

This envelope of technically qualified bidders shall be opened as per e-tendering procedure after opening of Envelope No. A (Technical bid). The date and time of

opening of commercial bids will be communicated by the TIA via email, to the eligible tenderers of Envelope No. A.

### ***5.5 Commercial Bid Evaluation***

The commercial bids shall be evaluated as per the section 4.4 of this tender document and on the basis of:

**Per Napkin Cost = X** (as per Annexure – 5)



### ***5.6 Award Criteria***

- a) Post the evaluation process indicated in Section 5.3, 5.4 and 5.5 above, the TIA will award the Contract to the bidder, who has the lowest per unit cost 'X' (L1 cost). The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and sample verification of the item (s), i.e. after price bid opening.
- b) The TIA / Bid Evaluation Committee or its representative(s) have the right to inspect the manufacturing units of tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at the point of time during the continuance of the tender and also has the right to reject the tender or terminate /cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.
- c) The acceptance of the tenders will be communicated to the successful tenderer in writing.
- d) The price quoted by the bidders shall be valid for a period of three (3) years however, TIA shall provide an increase of 5% on quoted price during the 2<sup>nd</sup> and 3<sup>rd</sup> years of the contract.
- e) The TIA reserves the right to accept or reject any tender without assigning any reason.
- f) If at any time during the period of contract, the price of tendered item is reduced or brought down by any Law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the TIA / Purchaser immediately about such reduction in the contracted prices. The TIA / Purchaser is empowered to reduce the rates accordingly.

### ***5.7 Right to accept any Bid and to reject any or all Bids***

The TIA reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the TIA's action.

### ***5.8 Notification of Award***

- a. Before expiry of the bid validity period, the TIA will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for

sanitary napkins have been accepted by the Tender Inviting Authority also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

- b.** The successful bidder, upon receipt of the LOI, shall furnish the required performance security in the form of Bank Guarantee or Demand Draft and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.
- c.** After cancellation of award of contract with L1 bidder, TIA will call second lowest bidder L2 and asked to match the rate offered by L1. If L2 accept the offer, award of contract will be issued to L2. If L2 refuse to match rate with L1, then L3 will ask to match rate with L1 and if L3 accepts award of contract will be issued to L3 and so on. In such case EMD submitted by L2, L3...will not be forfeited if they refuse to match the rate with L1.
- d.** The Notification of Award shall constitute the formation of the Contract.

### ***5.9 Contract Period***

The contract shall be for the period of three (3) years from the date of notification of award of contract

### ***5.10 Signing of Contract***

The Contract will be signed as per tender document, after selection of the bidder. In lieu of the same, the successful bidder will have to execute an agreement in a non-judicial stamp paper of value Rs.500/- (Stamp duty to be paid by the tenderer), in favour of Chief Executive Officer, Maharashtra State Rural Livelihoods Mission.

If the successful bidder fails to execute the agreement and payment of Performance Security within the time specified or withdraws the tender, the successful bidder is unable to undertake the contract, the Earnest Money Deposit of the successful bidder shall stand forfeited. Such bidder(s) will also be liable for all damages sustained by the TIA by reasons of breach of tender conditions. Such damages shall be assessed by the TIA whose decision shall be final.

### ***5.11 Failure to agree with Terms and Conditions of this Tender***

Failure of the successful bidder to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting

which the TIA may call for new bids and at the same time, invoke the performance Security of the successful bidder.

### **5.12 Performance Security**

- 1 Performance Security is governed for supplies as follows:
  - a. The bidder shall supply sanitary napkins in conformity with the requirements of the tender document, generally accepted professional and technically accepted norms relevant to such supply and to the satisfaction of the Purchaser and TIA.
  - b. The Earnest Money deposited at the time of bid submission would be given back to the bidder on payment of Performance Security in the form of Bank Guarantee or Demand Draft as per the details specified in this tender document.
- 2 The selected bidder shall deposit the Performance Security as follows:
  - a. The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or Demand Draft of value equal to 3 % of the total value of the tender.
  - b. The Performance Security should be furnished within 15 Working Days from the date of issue of Letter of Intent.
  - c. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the contract. However, no interest shall be payable on the Performance Security
  - d. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
    - i. Any amount imposed as a fine for irregularities Committed by the bidder.
    - ii. Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
    - iii. Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
    - iv. Any other outstanding amount.
  - e. Once the amount under this clause is debited, the bidder shall reimburse the performance security to the extent the amount is debited within 15 days of such debit by the TIA failing which it will be treated as breach of agreement and may

Supply of Sanitary Napkins on Rate Contract basis for a period of 3 years to Women's Institutions of MSRLM and MAVIM in the state of Maharashtra

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lead to termination of agreement with forfeiture of all amounts including interest free Performance Security in favor of the TIA.

## **6. Schedule of Requirement:**

Please refer to Annexure –A

## **7. General Conditions of Contract**

### ***7.1. Delivery Period & Place of Delivery***

Purchaser will issue supply order online as per the requirement to the successful bidder. Successful bidder should delivered Sanitary napkins within 30(thirty) days from the date of receipt of online supply order to the Women's Institutions/ consignee along with the reports of the Standard Quality on samples testing received from laboratories as mentioned in the tender document or Approved laboratories of Tender Inviting authority.

### ***7.2. Payment***

100% Payment will be made in advance along with the supply order placed by the Women's Institutions.

### ***7.3. Liquidated Damages***

If the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority/User Institution shall, without prejudice to other rights and remedies available to the Tender Inviting Authority/User Institution under the contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to 1% of the value of the item to be supplied per week of delay or part thereof on delayed supply of item until actual delivery or performance subject to a maximum of 10%. However relaxation will be entertained only in special circumstances (Natural calamities, war or any other situation beyond human control and considered to be forced majeure)

### ***7.4. Governing Law***

The Contract shall be governed by and interpreted in accordance with the laws of the India.

### ***7.5. Settlement of Disputes***

1. The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, arbitration proceeding shall be initiated.
2. Arbitration:
  - a) In the case of dispute arising, upon or in relation to, or in connection with the contract between the TIA and the successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the TIA and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator.
  - b) Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
  - c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TIA and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

### ***7.6. Taxes and Duties***

The successful bidder shall be entirely responsible for all taxes, charges, stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc.

### ***7.7. Confidential Information***

The TIA and the successful bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

The TIA shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from the TIA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

### ***7.8. Change in laws and Regulation***

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

### ***7.9. Force Majeure***

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of the TIA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful bidder shall promptly notify the TIA in writing of such conditions and the cause thereof. Unless otherwise directed by the TIA in writing, the successful bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### ***7.10. Extension of Time***

If at any time during performance of the Contract, the successful bidder encounters conditions impeding timely delivery of the product, the successful bidder shall promptly notify the TIA in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the successful bidder's notice, the TIA shall

evaluate the situation and may at its discretion extend the successful bidder's time for performance in writing.

Any delay by the successful bidder in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids by the TIA, unless an extension of time is agreed mutually.

### **7.11. Termination**

The TIA may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified below:

- a) If the successful bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the TIA may have subsequently approved in writing.
- b) If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- c) If the successful bidder, in the judgment of the TIA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If the successful bidder submits to the TIA, a false statement which has a material effect on the rights, obligations or interests of the TIA.
- e) If the successful bidder places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to the TIA.
- f) If the successful bidder fails to provide the quality services as envisaged under this Contract, the TIA may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The TIA may decide to give one chance to the successful bidder to improve the quality of the services.
- g) If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- h) If, as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 days.
- i) In any event, the TIA is entitled to terminate if and only if the breach is not remedied within a stipulated time period.

In the event, the TIA terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the successful bidder shall be liable to the TIA for



any additional costs for such similar services. However, the successful bidder shall continue performance of the Contract to the extent not terminated.

### **7.12. Assignment**

The successful bidder shall not assign, in whole or in part, their obligations under this Contract, to any other party / manufacturer except with prior written consent of the TIA.

### **7.13. Power to waive Fines**

The power to waive fines and penalty vests with the CEO, Maharashtra State Rural Livelihoods Mission, Government of Maharashtra.

### **7.14. Indemnification**

The success bidder shall indemnify the purchaser against all actions, suit, claims and demand or in respect of anything done or omitted to be done by successful bidder in connection with the contract and against any losses or damages to the purchaser/TIA in consequence of any action or suit being brought against the successful bidder for anything done or omitted to be done by the successful bidder in the execution of the contract.

### **7.15. Saving Clause**

No suits, prosecution or any legal proceedings shall lie against the Chief Executive Officer, Maharashtra State Rural Livelihoods Mission or any person for anything that is done in good faith or intended to be done in pursuance of tender.

### **7.16. Notices**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

#### **Purchaser:**

Chief Executive Officer  
Maharashtra State Rural Livelihoods Mission (MSRLM)  
5th Floor, CIDCO Bhavan, South Wing, CBD Belapur, Navi Mumbai-400614  
(Maharashtra)  
Website: [www.umed.in](http://www.umed.in) E-mail: [pravingodse.msrlm@gmail.com](mailto:pravingodse.msrlm@gmail.com)

**Supplier:** To be filled during contract signing.

## 8. Annexures

### *Annexure-A*

#### Schedule of Requirement

Sr. No.	Item Description	Quantity Per Pack	Approximate Quantity required in a year*
1	Sanitary Napkin	8	6,00,00,000 Napkins (6 Crore Napkins)

\* The quantity specified in the above table is the approximate anticipated quantity during 1 year. However, TIA assures the bidders that 2,00,00,000 Napkins shall be purchased by the Women's Institutions within 6 months, failing which the TIA will purchase the said quantity at the quoted agreed rate. In case of less than 2, 00, 00,000 Napkins sold during the first six months, the bidder may seek approval from CEO, MSRLM to appoint appropriate 'Retailer' within the taluka.

- a) **Delivery Terms:** Within 30 days from the date of supply order issued by Women's Organizations.
- b) **Consignees:** All Women's Institutions formed under MSRLM and MAVIM in the state of Maharashtra.
- c) **Delivery Mode and Location:** Through Taluka Distribution Centres established by the successful bidder, at all talukas in the state of Maharashtra.
- d) **Generic Name of Item:** 'Asmita'
- e) **Validity of Rates:** Three (3) years from the date of award of contract however, TIA shall provide an increase of 5% on quoted price during the 2<sup>nd</sup> and 3<sup>rd</sup> years of the contract.
- f) **MRP:** MRP shall be decided and printed as per the decision taken by the TIA. Payment to the bidder is not dependent on this MRP.

*Annexure-B*

**TECHNICAL SPECIFICATION**

Following are the minimum requirements. Products offered must meet these parameters herein

**A. Preamble:**

Sanitary Napkin consists of an outer covering provided with sufficient number of channels for leak protection and an absorbent filler material with an adhesive back strip.

**B. Description:**

- 1. Covering** – The covering of the absorbent filler shall be made of good quality cotton non-woven / knitted with sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-allergenic and bio – compatible. The sanitary napkins shall have a non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.
- 2. Absorbent Filler** – The filler material shall consist of cellulose pulp (either based on wood or paper or poly-acrylate gels). This shall be free from lumps, oil spots, dirt or foreign material etc.
- 3. Back Strip** – A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.
- 4. Absorbency** – The sanitary napkin should be able to absorb not less than 30 ml of normal saline (I.P.) coloured water or oxalated sheep or goat blood or test fluid when flowed on to the center of the napkin (at the rate of 15 ml per minute) and it shall not show up at the bottom or sides of the sanitary napkins.
- 5. Size** – The size of absorbent section of the Sanitary Napkin shall be as follows:

**Size - Regular**

<b>Pad Length (in mm)</b>	<b>Width (in mm)</b>	<b>Thickness (in mm)</b>
200 ± 20	60 -75	10 ± 2

The thickness shall be measured by stacking 10 complete pads and measuring the stack height. The average thickness for the 10 pads shall be used as the pad thickness.

**6. Weight –**

Cellulose Pulp - minimum 8 gm

Total weight of sanitary Napkin- minimum 10 gm

- 7. pH Value** – The sanitary napkin shall be free from acids and alkali and the pH of the absorbent material shall be 6 – 8.5 when tested by the method given in IS : 1390 – 1961 (methods for determination of pH value of aqueous extracts of textile materials)

### **8. Raw Materials to be used:**

PULP: wrapped with tissue Colour – White, Soft wood pulp, long fibre.

- a. Tissue paper: White colour, Thickness: 18gsm+/-5%, Grade: soft.
- b. Top sheet: Perforate poly top sheet, white colour, Thickness: 22gsm+/-5%,
- c. Grade: LDPE.
- d. Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade – Carona Treated.
- e. Glue – Construction: Polymer based, Colour: Transparent.
- f. Glue – Release Paper: Polymer based, Colour: Transparent.
- g. Release paper: Silicon coated, Colour: White, Thickness: 40gsm+/-10%

### **C. Manufacture Workmanship and Finish:**

- a. The absorbent filler shall be arranged and neatly cut to the required size of the pad and form a uniform thickness throughout without any wrinkles or distortion.
- b. It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- c. The covering fabric shall cover the filler completely.
- d. The sanitary napkins shall have a non-absorbent barrier on one side which shall have a clear identification.
- e. When the sanitary napkins are claimed as disposable, they shall be manufactured from disposable material.
- f. The sanitary napkins shall have very soft feel and when worn shall not chafe or give any uncomfortable feeling. It shall be free from all sorts of foreign matter and should be odourless.
- g. Sanitary Napkins with wings (To hold the pads securely in place and help prevent side leakages)
- h. The material used in the fabrication is non allergenic.
- i. The sanitary napkin will be free from acids and alkali.
- i. The adhesive used in the napkin should not leave any mark and stain.

### **D. Storage:**

The manufacturer shall ensure that the raw materials as well as the finished goods are stored in a clean place protected from dust, moisture, rodents and pests.

#### **E. Shelf-Life:**

The product shall have a minimum shelf life of three (3) years. At least 5/6th of the shelf life should be available on receipt of shipment at Consignee level.

#### **F. Packaging and Labelling:**

##### **(i) Primary Package:**

Each Primary Package shall contain 8 Sanitary Napkins in a Polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling (subject to approval of sample by MSRLM) which will confirm to size of the product and sealed properly. **The designing and printing on the packet shall be done at the cost of the manufacturer as per printing matter including logo (in four colours) as well as written material provided by MSRLM. The final packaging on the orders to be supplied shall be co-branded as 'Asmita'.** The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name of the manufacturer, manufacturing license number, address of manufacturer, length and dimensions, lot/batch number, date of manufacturing, date of expiry, absorbent side / Non – absorbent side of the napkins, disposal instructions, such as that the napkins without covering can be disposed off in water closets and number of sanitary napkins in each package and instructions for storage.

##### **(ii) Secondary Package:**

The sanitary napkins contained in primary package should be packed in boxes for easy handling, transport and distribution. One Box shall contain 140 primary packages of (8) Sanitary Napkins each. It shall be fabricated from millboard / grey board / cardboard with a minimum of bursting strength of 9-10 kg/cm<sup>2</sup>. The designing and printing of the label on the secondary package shall be done at the cost of the manufacturer as per printing matter including logo provided by MSRLM.

##### **(iii) Bar Coding:**

Bar code shall be used to track down the product. It shall be printed on the label of the secondary package

- a. Product identification (GTIN 14) using application identifier (01)
- b. Expiry Date in YYMMDD format & using application identifier (17)
- c. Master batch number using application identifier (10)

*Complete details on GS1 standards along with technical guidelines can be downloaded from [www.gs1india.org](http://www.gs1india.org) or [www.gs1.org](http://www.gs1.org)*

#### **G. Inspections and tests (Quality assurance)**

##### **(i) Compliance:**

The manufacturer shall guarantee that the products:

- a. Comply with all provisions of the specifications

- b. Material supplied must conform to IS:5405 (1980) with latest amendment
- c. Meet the laid down standards for safety, efficacy and quality;
- d. Are fit for the purposes made known to the Seller;
- e. Are free from defects in workmanship and in materials

**(ii) Pre-Inspection by the Supplier:**

- a. Manufacturers/Contract should satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specifications. On examination of any sample from any portion of the consignment of the materials are not found to fully conform to the particulars governing the supply, the entire order shall be rejected.
- b. If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of the quality in stock and the supplier shall replace or cause to replace, within a period of 2 months of intimation by the Department for replacement.
- c. The above clause is also application to replacement batches.
- d. If the supplier fails to replace the quantity within two months in being called upon the do so, recovery cost will be made from the supplier.

**(iii) Pre-Dispatch Inspection/Testing:**

- a. Pre-Dispatch Inspection – Before the supplies are made, each batch of the Sanitary napkins shall be tested and the test certificate shall be enclosed along with the invoice. However, Chief Executive Officer, MSRLM reserves the right to draw samples and test it as and when required.
- b. Testing - The manufacturer will get the sanitary napkins tested at NABL / NITRA/ SITRA/ BTRA/ILAC/ any equivalent accredited lab for the said product, approved as per the protocol of testing mentioned in the BIS specifications of sanitary napkins.
- c. Authorized two member committee representative of purchaser may inspect the product at the manufacturer's factory and / or warehouse. The goods shall be accepted subject to the approval of the samples for the laid down technical parameters in the specifications including package integrity test.
- d. Sanitary Napkins may be procured / dispatched and sold only after clearance from the Testing Laboratory and prior intimation to the manufacturer.

**Please Note** - As a part of the Quality Check and Compliance, random samples will be drawn from each batch / lot supplied by the bidder and will be tested for compliance requirements as per the technical specifications in this tender document and bidder will bear the cost for rejection of the entire lot / batch, in case of non – compliance to technical specifications.

#### **H. Recalls:**

The products must be recalled by the manufacturer at the manufacturer's cost if rejected by Purchaser or authorized representative because of problems with product quality or adverse reactions of the product to the user. The manufacturer will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund. The manufacturer shall have to pay penalty as prescribed.

#### **I. Markings:**

- a. All packages and invoices must bear the name of the product, expiry date and appropriate storage conditions:
- b. Secondary Package:

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters

- At least arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to Public Health Department Government of Maharashtra.
- Generic name of the product
- Lot or batch number
- Date of manufacture (month and year)
- Expiration date (month and year)
- Manufacturer's name and registered address
- Consignee's address and emergency phone number including mobile number
- Contact number
- Bar Code
- Number of boxes contained in the carton
- Gross weight of each carton (in kg)
- Instructions for storage and handling

**J. Disposability:** A disposable sanitary napkin with the covering removed, shall be immersed in 15 liters of water and stirred. The pad shall disintegrate in the water in not more than 5 minutes.

*Annexure – 1: Tender Form*

**(To be submitted on the letterhead of the bidder)**

**To**

Chief Executive Officer,  
Maharashtra State Rural Livelihoods Mission,  
5th Floor, CIDCO Bhavan, South Wing,  
CBD Belapur, Navi Mumbai - 400614  
Maharashtra

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. B which is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of

**Signature & Seal of Bidder**



**Annexure – 2: Performance Statement**

**Name of the Firm -----**

<b>Sr. No.</b>	<b>Order placed by (Address of purchaser) (attach documentary proof)*</b>	<b>Order No.</b>	<b>Order Date</b>	<b>Quantity (Approx.) of Sanitary Napkins supplied</b>	<b>Total value of Contract</b>	<b>Contact Details of Client (Phone No./Email of officer to whom reference may be made):</b>
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						

**Signature and seal of the Bidder**

**Note:**

1. Please mention details only for sanitary napkins.
2. \*In support of above statement, enclose the copies of supply orders and client's satisfactory certificates.

*Annexure – 3: Technical Compliance Sheet*

Clause No.	Technical Specification	Compliance (Yes / No)	Statement of Deviations / Variations, if any
<b>Point No. B</b>	Covering, Absorbent Filter, Backstrip. Absorbency, Size, Weight, PH Value, Raw Material etc.		
<b>Point No. C</b>	Manufacture Workmanship and Finish etc.		
<b>Point No. D</b>	Storage		
<b>Point No. E</b>	Shelf - life		
<b>Point No. F</b>	Packaging and Labelling including Primary, Secondary Package and Bar Coding etc.		
<b>Point No. G</b>	Inspection and Testing including Compliance, Pre - Inspection, Pre-Dispatch Inspection / Testing and Random Checks by TIA etc.		
<b>Point No. H</b>	Recalls		
<b>Point No. I</b>	Markings		
<b>Point No. J</b>	Disposability		

(Attach separate sheets if the space provided is not sufficient)

In case there is no deviation from technical specification, please mention 'No Deviation'.

*Annexure – 4: Details of Manufacturing Unit*

Sr. No.	Particulars	Details
1	Name of the Manufacturer	
2	Full Postal Address	
3	Telephone No. /Fax No.	
4	Email address	
5	Date of Inception of business	
6	Registration No. & Date	
7	Issued by	
8	Valid till	
9	Details of Manufacturing activity & item - wise capacity	
10	Daily Capacity of Manufacturing Unit	
11	Details of ISI / BIS/ ISO Certificate (Enclose Certificate)	
12	VAT Registration	
13	Does the firm have the adequate facilities for Inspection and quality control? (Please provide documented policies in attachment)	

Authorized Signatory with seal

Date:

**Note:** The details of Manufacturing Unit shall be for the premises where the product quoted is actually manufactured. Supporting Documents as per the technical criteria to be provided by the bidder.

**Annexure – 5: Format for Commercial Bid (Envelope B)**

(On bidder's letter head)

Date:

To  
Chief Executive Officer  
Maharashtra State Rural Livelihoods Mission  
5th Floor, CIDCO Bhavan, South Wing  
CBD Belapur, Navi Mumbai – 400614  
Maharashtra

**Subject:** Submission of Commercial Bid for Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years to Women's Institutions in the State of Maharashtra

**Dear Sir,**

We hereby offer the below quote for Supply of Sanitary Napkins to the Women's Institutions formed under MSRLM & MAVIM as per the terms and conditions described in the tender document.

Sr. No.	Name of the Item	*Per Napkin Cost in Rs.
1	Sanitary Napkins (1 Packet contains 8 Napkins)	

*\* Inclusive of all taxes, duties and distribution costs including all other levies, charges and miscellaneous costs etc.*

**Per Napkin Cost (in words):** \_\_\_\_\_

We agree to supply sanitary napkins on rate contract basis to the Women institutions of MSRLM & MAVIM in accordance with the technical specifications and terms & conditions mentioned in the Tender Documents as per the rate mentioned above.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors.

**Date:**

**Seal:**

Authorized Signature of the Tenderer

*Note: In case of discrepancy between cost quoted in figures and words, the cost quoted in words shall be considered.*

***(This commercial bid is to be uploaded in PDF)***

*Annexure – 6: Format for Bank Guarantee*

Whereas ----- (hereinafter called 'the Respondent') has submitted its bid dated ----- in response to the Notice Inviting Tender for Supply of Sanitary Napkins on Rate Contract for the period of three (3) years to Women's Institutions in the State of Maharashtra by Maharashtra State Rural Livelihoods Mission, Government of Maharashtra.

KNOW ALL by these presents that WE ----- of ----- Having our registered office at ----- (hereinafter called "the Bank") are bound unto the TIA in the sum of ----- for which payment well and truly to be made to the said, Maharashtra State Rural Livelihoods Mission, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this -----day of -----2017.

The Conditions of this obligation are:

1. In the event of the successful bidder being unable to service the contract for whatever reason, the Maharashtra State Rural Livelihoods Mission, would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the TIA under the Contract in the matter, the proceeds of the PBG shall be payable to the TIA as compensation for any loss resulting from the Respondent's failure to complete its obligations under the Contract. The TIA shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.
2. The TIA shall also be entitled to make recoveries from the Respondent's bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

We undertake to pay to the TIA to the above amount upon receipt of its first written demand, without the TIA having to substantiate its demand, provided that in its demand the TIA will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including \_\_\_\_\_, and any demand in respect thereof should reach the Bank not later than the above date.

***Annexure – 7: Format for Pre – Bid Clarifications***

The bidders requiring specific points of clarification may communicate with the Maharashtra State Rural Livelihoods Mission during the specified period using the following format:

<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
<b>Name of the Organization submitting query / request for clarification</b>			
<b>Full formal address of the Organization including phone, fax and email points of contact</b>			Tel:
			Fax:
			Email:
<b>Sr. No</b>	<b>Tender Reference (Section No. / Page No.)</b>	<b>Content of Tender requiring clarification</b>	<b>Points of clarification required</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>6</b>			

*Annexure – 8: Declaration Form*

**DECLARATION FORM**

I / We

.....having  
my our .....office  
at.....do

declare that I / We have carefully read all the terms & conditions of tender of the Maharashtra State Rural Livelihoods Mission , Navi Mumbai for the supply of Sanitary Napkin . The approved rate will remain valid for a period of three (3) years from the date of approval. I will abide with all the terms & conditions set forth in the tender paper Reference no. ....

I/We do hereby declare I/We have not been convicted by any court of Law nor I/We are derecognized/black listed by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for supply of No. of Standard Quality (NSQ) items/part-supply/non-supply. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of five (5) years, if any information furnished by us proved to be false at the time of inspection/verification and not complying with the Tender terms & conditions.

I/We further declare that I/We possess valid manufacturing license bearing no.....Valid unto.....

I/We

.....do  
hereby declare that I / we will supply the ..... as per the terms, conditions & specifications of the tender document

Date:

Seal

Signature of the bidder

*Annexure – 9: Contract*

**CONTRACT FORM**

THIS AGREEMENT made the .....day of....., 2017  
Between..... (Name of purchaser) of..... (Country of Purchaser)  
(Hereinafter "the Purchaser") of the one part and..... (Name of Supplier)  
of..... (City and Country of  
Supplier) (Hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services  
viz. (Brief Description of Goods and Services) and has accepted a bid by the  
Supplier for the supply of those goods and services in the sum  
of..... (Contract Price in Words and Figures) (Hereinafter called  
"the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. The Price List submitted by the Supplier ;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. Terms & conditions of tender document.
  - e. The Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



Supply of Sanitary Napkins on Rate Contract basis for a period of 3 years to Women's Institutions of MSRLM and MAVIM in the state of Maharashtra

---

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

Sr.No.	Description of goods	Per Napkin rate in Rs.	Contract period
1.	Sanitary Napkin – 8 pads/Package		

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the Said..... (For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the Said..... (For the Supplier)

In the presence of:.....

*Annexure – 10: Technical and Commercial Bid Envelopes*

**CHECKLIST FOR UPLOADING DOCUMENTS**

**ENVELOPE No. A**

<b>Sr. No.</b>	<b>Documents</b>
<b>1</b>	Tender Form as per the format given in Annexure-1.
<b>2</b>	Attested photocopy of valid manufacture license duly approved by the Licensing Authority.
<b>3</b>	Performance statement of the offered product for last three (3) years in the format given in Annexure-2.
<b>4</b>	Technical compliance of the offered product as per Annexure – 3.
<b>5</b>	Details of manufacturing unit as per the format given in Annexure–4 along with supporting documents.
<b>6</b>	Details of current installed production capacity of the said product, of the tenderer – certificate from CA specifying the same
<b>7</b>	VAT Clearance Certificate up to 31st March 2017 or the latest copy of the VAT return submitted.
<b>8</b>	An affidavit sworn in before Public Notary stating that “the manufacturer has not been blacklisted/de-registered/barred by the Central Govt. /Any State Govt. Institutions in India/any health society or by any local authority in on the date of submission tender document for the quoted items. This has to be submitted as per declaration in Annexure -8
<b>9</b>	A copy of Power of Attorney and board resolution authorizing an officer of the bidder to communicate with the TIA for the purpose of this tender document.
<b>10</b>	An Affidavit on non-judicial stamp paper of Rs. 100/- that the rates quoted in the tender are not higher than Drug Price Control Order (DPCO), National Pharmaceutical Pricing Authority (NPPA) or not higher than MRP.
<b>11</b>	Any other product related literature, presentation, documents etc. as per the bidder
<b>12</b>	Certificate from an authorized laboratory such as NABL/ NITRA/ SITRA/ BTRA / ILAC/ any equivalent accredited lab against the quality testing of the item offered by the bidder.

<b>13</b>	Registration Certificate / Exemption Certificate for claiming exemption from EMD for the product offered.
<b>14</b>	Copy of an appropriate and valid ISO certificate for manufacturing the offered product

**DOCUMENTS – ENVELOPE No. B**

<b>Sr. No.</b>	<b>Documents</b>
<b>1</b>	Commercial Bid as per the format given in Annexure – 5.