

REQUEST FOR BID

(Open Tender)

Empanelment of Agencies for Supply of Sanitary Napkins on Rate Contract basis for a period of 3 years, to Women's Institutions of MPRAF in the State of Madhya Pradesh

Tender Ref No.: MPRAF/PRC-02/Goods/2018

Date: 1st September 2018

Issued by:

Madhya Pradesh Rajya Ajeevika Forum(MPRAF)

Panchayat and Rural Development Department

Government of Madhya Pradesh

3rd Floor, Beej Bhawan, Arera Hills

Bhopal – 462011

Tel: 0755-2766812, 15

Website: <http://www.prd.mp.gov.in/NRLM/>

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Disclaimer

- The Chief Executive Officer of Madhya Pradesh Deendayal Antyodaya Yojana- State Rural Livelihoods Mission (MPRAF), Government of Madhya Pradesh herein after

referred to as “Tender Inviting Authority (TIA) has issued this Notice Inviting Tender (herein after referred to as the “Tender Document”) to empanel companies/agencies for **Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years, to Women’s Institutions (Self Help Groups-SHG, Village Organization (VO), Cluster level Federation (CLF) formed under MP-Deendayal Antyodaya Yojana-State Rural Livelihoods Mission (MPDAY-SRLM) in state of MP.**

- **MPDAY-SRLM is a centrally sponsored scheme. In Madhya Pradesh it is implemented by Madhya Pradesh Rajya Ajeevika Forum (MPRAF)**
- This tender document has been prepared with 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.
- MPRAF 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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.
- 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 website <http://www.prd.mp.gov.in/NRLM/>

1.Invitation of Bid

- Deendayal Antyodaya 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. Madhya Pradesh Deendayal Yojana-State Rural Livelihoods Mission is established to implement National Rural Livelihoods Mission (NRLM).
- The Chief Executive Officer, Madhya Pradesh Deendayal Yojana-State Rural Livelihoods Mission (MPRAF), Government of Madhya Pradesh invites Online Bids through portal <http://www.prd.mp.gov.in/NRLM/> from eligible Primary Manufacturers registered 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.
- 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.

- The complete tender document has been published on <http://www.prd.mp.gov.in/NRLM/>. The downloaded bid document shall be considered valid for participation in the bidding process subject to the submission of required tender/ bidding document fee and EMD.
- A Two (2) envelope selection procedure shall be adopted.
- The bidder's (authorized signatory) shall submit their offer in offline formats for Technical and Commercial bids. The tender document fees and Earnest Money Deposit (EMD) should be submitted through Demand draft as per the details provided in the bid document.
- The TIA will not be responsible for any delay in submission due to any reason. For this, bidders are requested to submit the complete required bid documents well in advance so as to avoid issues, or any other unforeseen problems. For queries related to bid submission, the bidders may contact the helpdesk on – 0755-2766812,15 or Mobile: or write to – spmmpraf@mpdpip.org

- **Key Events and Dates**

Sl. No.	Information	Details
1.	Date of Issue	Date: 1 st September 2018
2.	Tender Reference Number	Ref No: MPRAF/PRC-02/Goods/2018
3.	Last date & time for sending request for clarification	Date: 17 th September 2018, Time : 3 PM
5.	Date, Time and place of pre-bid conference	Date: 12 th Sept, 2108 Time: 3 PM Address: MPRAF, 3 RD Floor, Beej Bhavan, Arera Hills, Bhopal- 462004
6.	Last Date (Deadline) & time for submission of bids	Date: 24 th September, 2018, Time: 3 PM
7.	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: 24 th September, 2018, Time: 3:30 PM Address- Madhya Pradesh Rajya Ajeevika Forum, MPRAF, 3 rd Floor, Beej Bhavan, Arera Hills, Bhopal- 462004

8.	Date and time for opening of technical bids	Date: 24th Oct, 2018, Time: 3.30 PM
9.	Date and time for opening of commercial bids	To be informed to the qualified bidders
10.	Address for communication	Chief Executive Officer Madhya Pradesh Rajya Ajeevika Forum, MPRAF, 3 rd Floor, Beej Bhavan, Arera Hills, Bhopal- 462004

Sd-

**Chief Executive
Officer,**

MPRAF

1.2 Other Important Information related to Bid

Sl. No.	Information	Details
1.	Tender Fee	INR 10,000 (Rs. Ten thousand only) to be paid at the time of submission of tender.
2.	Bid Validity period	90 days from date of opening of technical bid
3.	Performance security	INR 50,000 (Rs. Fifty Thousand only)
4.	Last date for furnishing performance	Within 15 working days of date

	<p>security in form of bank guarantee or demand draft (Payable at Bhopal)to CEO, MPSRLM, GoMp</p> <p>(By Successful bidder)</p>	<p>of notice of award of contract (letter of Intent) LOI or prior to signing of the contract whichever is earlier or as intimated in LOI issued by MPRAF. The performance security shall be valid for 60 days after the ending of the rate contract/extended date of rate contract.</p>
5.	Last date for signing contract	As intimated in the LOI by the <i>Tender Issuing Authority.</i>

Sd-

**Chief Executive Officer,
MPRAF**

2. Background

2.1. Introduction

Madhya Pradesh State Rural Livelihood Mission (MPRAF) - 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 –

- Increasing income
- Increasing work days
- Reducing Expenditure and
- Reducing Risk

MPRAF is working with rural poor women by facilitating them to form Self Help Groups (SHGs), Village Organizations (VOs) and Cluster Level Federations (CLFs)

(here in after called as Women’s Institutions). These groups are handheld 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.

Various livelihood interventions have been started in the communities to strengthen their existing activities and initiate new options of livelihoods.

Currently, MPRAF is actively working with 2,50,000 SHGs, 20,000 Village Organizations (VOs) and about 440 Cluster Level Federations (CLFs) across Madhya Pradesh with reach of approximate 25 lakhs households.

Most of the income of poor households is spent on health issues which are mainly due to ignorance towards cleanliness and sanitation. Hence, MPRAF has introduced TEHRAHSUTRI based on social and financial development of Households. This TEHRAHSUTRI- a 13 point agenda, involves health as the 6th point wherein awareness, discussions and various community interventions are focused for the members through their institutions.

2.2. Objective of the Programme

- 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).
- To make available, Sanitary Napkins, to the rural women and adolescent girls at a reasonable price, through Women's Institutions.
- To help Women Institutions increase their corpus through selling of sanitary napkins.

2.3 .Implementation of the Programme

- MPRAF will float a tender for supply of Sanitary Napkins on Rate Contract basis from Primary Manufacturers.
- MPRAF would finalize the Rate Contracts 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 Rural Livelihoods Mission.
- Women's Institutions if willing would will procure the sanitary napkins from the empanelled bidders and sell it to the members of Self Help Groups (SHG), other women's, village girls, adolescent girls of Schools etc in the state of MP, keeping some profit margin. It is clarified that the Women Institutions will not be bound to purchase the sanitary napkins from the empanelled agencies/bidders. This empanelment is only to facilitate the Women institutions to procure sanitary napkins from credible agency at competitive rate if they choose so.

2.4. Scope of the Bid

The bids are invited from eligible Primary Manufacturers, for the Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years, to Women's Institutions of MPRAF formed in Madhya Pradesh State Rural Livelihoods Mission. Madhya Pradesh Rajya Ajeevika Forum (Tender Inviting Authority) is acting as the central coordinating agency for the empanelment of agencies for the supply of sanitary napkins by Women's Institutions. The main objective is to obtain a competitive price through centralized coordinated procurement process. For this, MPRAF, will coordinate and oversee the procurement process, ensure that the successful bidders supply sanitary napkins at all blocks within the state of Madhya Pradesh as per the requirement of the Women's Institutions. The successful bidder shall ensure that appropriate Distribution measures in the Districts in the state of Madhya Pradesh for distribution.

Rate Contract: This is a Rate contract Bid; the rates will be valid for a period of three (3) years from the date of finalization of rate contract. The approximate quantity requirement mentioned in the Section 6.1 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 may place purchase orders for the supply of sanitary napkins.

- Women's Institutions (Purchaser) will place the supply order in a phased manner as per requirement during the rate contract period. The concerned Women Federation will make payment directly to the seller.
- The successful bidder shall have to supply the sanitary napkins at the Women's Institutions in within 30 days from the date of supply order.
- In case the ordered sanitary napkins are not delivered within the stipulated delivery period, the purchaser may impose penalty as agreed upon.
- 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.
- 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.

- 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:

- Women's Institutions i.e. Purchaser to place the supply order for the required no. of sanitary napkins with date and place of delivery.
- Confirmation of order by the successful bidder.
- Payment released into the account of the successful bidder after confirmation of delivery.
- Delivery to the location specified in the order.
- Confirmation of receipt 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

- 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.
- 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.
- 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.
- 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.
- 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.

- This tender document supersedes and replaces any previous public documentation & communications, and the bidders should place no reliance on such communications.
- All figures of costs, project values and others should be mentioned in Indian Rupees only.
- No bidder shall submit more than *one Bid* for this tender.
- The bidder shall not create/undertake unfair competition with the Brand of SHG Institutions.

3.2. Consortium Conditions: Not Applicable.

3.3. Tender Document Fees

The bidders are requested to pay Tender fees of Rs. 10,000 (Rupees Ten Thousand Only) The Tender fee is non-refundable. The tender document can be downloaded free of cost from the portal: 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. 50,000.

- The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- The EMD should be valid for 180 days from the date of technical bid opening.
- Exemption from EMD is applicable as per Government of India / Government of Madhya Pradesh rules notifications. Bidders should submit relevant documents or claiming exemption from EMD.
- The bids submitted by bidders who are not exempted as mentioned above and without the prescribed EMD, will be rejected.
- The Unsuccessful bidder's EMD will be returned within 120 days from the date of opening of the commercial bid.
- 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.
- The EMD may be forfeited:
 - If a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.

- 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.
- 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.
- 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:

Sl No.	Item	Details
1.	Name	Shri LM Belwal
2.	Designation	CEO, MPRAF
3.	E-mail ID	ceo@mpraf.nic.in
4.	Phone	0755-276612

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 <http://www.prd.mp.gov.in/NRLM/>
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 <http://www.prd.mp.gov.in/NRLM> 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

- 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.
- 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' 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. Interlineations 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. Bid Submission

- The bidder shall submit the bid by 24th September 2018, Time: 3.00 pm
- To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc. , kindly visit website <http://www.prd.mp.gov.in/NRLM>
- 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			
Sl. No	Document Type	Document Format	Online Submission
Technical Bid: Envelope -A			
1.	Tender Fee	Demand Draft	No

2.	EMD	Demand Draft	-----
3.	Technical Bid	The technical bid shall be prepared in accordance with the requirements specified in the section 4.3 of this tender document.	No

Table: Documents Required

Sl. No	Document Type	Document Format	Online Submission
Commercial Bid: Envelope -B			
4.	Commercial Bid	The technical bid shall be prepared in accordance with the requirements specified in the section 4.3 of this tender document.	No

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- 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
- Modification and Withdrawal of Bids -
 - Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
 - Resubmission of bid shall require uploading of all documents including price bid a fresh.
 - 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.
 - 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.
 - 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.

Sl. No.	Eligibility Criteria
1.	<p>The bidder must be a primary manufacturer (Henceforth, referred to as 'Primary manufacturer' or 'Tenderer') registered, having a valid registration with MSME/NSIC and having a valid manufacturing license for the item quoted.</p> <p>Distributors/ Suppliers/ Agents/ Authorized dealers etc. Are not eligible to participate in the tender. Loan license is not eligible</p> <p>The tenderer must have its own manufacturing facility as on the date of submission of the bid. The TIA shall appoint team of officials to visit eligible bidders, manufacturing facility at the time of evaluation of bids. In case of any discrepancy between the details provided by the bidder in response to this tender and feedback given by the visiting TIA team, bid of corresponding bidder will be rejected.</p>

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 the country of origin.
4.	The tenderer must have its name, a valid GST registration certificate, The bidders have to provide documentary evidence for provisional GST registration acknowledgement or GSTIN as a part of their response.
5.	The tenderer should have a current installed capacity of 200 lakhs Napkin pads per month. The tenderer shall provide Annex-4 duly certified by chartered accountants (CA)/ Chartered Engineer (CE) but same should be sustained with the submission of relevant valid documents specifying the production capacity of installed machines at the premises of manufacturers during the TIA/ department officials, visit to vendor's premises.
6.	<p>The tenderer must have supplied at least 12 crore Napkins pads to any of their clients (through single or multiple orders) in any one financial year during the last 3 years including the current financial year.</p> <p>The eligible manufacturer/ Tenderer must submit particulars of quantity of the past supplies made as per performance statement format in (Annex-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 orders for each of the particulars provided.</p>
7.	The bidders must not have been blacklisted due to malpractice, misconduct, or debarred either by any state govt. Or central govt. Dept/ union territory/ local authority/ central and state govt. Undertaking/ Govt. Organizations, for manufacturing and supplying sanitary napkins, as on date of submission of bid.

Note:

- Tenderer must have adequate production capacity of the quoted item to accomplish the delivery within the stipulated period specified in the tender document.
- 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.

- 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:

- Tender Form as per Annexure-1.
- 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.
- 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.
- 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.
- Valid GST Registration certificate.
- An Affidavit on non-judicial stamp paper of Rs. 1000/- 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.
- 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.

- 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.
- Bidder should submit a sample including 1 packet each of the offered products 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 TIA also reserves the right to send the offered samples to any of the accredited laboratories for quality testing of the offered products during the evaluation of bids. Should there be any discrepancy between the test reports provided by the Tenderer and reports received by TIA during quality check undertaken by them, the bid of the corresponding bidder will be out rightly rejected.

The sealed envelope should be super scribed as – SAMPLE for Tender _____MPRAF___ 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 “Ajeevika Aarogya”. These samples may not have this packaging. TIA will decide design of package with successful bidder.

- The Tenderer must have adequate installed production capacity of atleast manufacturing 200 Lakhs Napkins Pads 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 / CE. 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)

- Commercial/price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.

- 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).
- Quoted price shall be inclusive of GST (CGST and SGST), Freight, Insurance and the cost involved in setting up Distribution Centres (TDCs) for supply up to Block level, within the state of MP.

4.5. Validity of Bid

The bid shall be valid for a period of 90 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

- The bidders are advised to exercise adequate care in quoting the prices. No charges in the quoted figures will be allowed after the last date for submission of bids.
- The quoted price shall be corrected for arithmetical errors by TIA.
- In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
- 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

- The bidder shall quote for sanitary napkins as per the requirements of the tender document.
- All the prices will be in Indian Rupees.
- The bidder should provision for all taxes, duties, charges and levies as applicable and Freight, Insurance and the cost involved in setting up Distribution Centres for supply up to block level, within the state of Madhya Pradesh. 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.
- 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 labour 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 nonresponsive.

- All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.
- The price quoted by the bidders shall be valid for a period of three (3) years.

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

- 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.
- The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- 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.
- 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).
- 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:

- It does not comply with the requirements of this tender document.
- 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:

- The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.
- During the validity of the bid, or its extended period, if any, the bidder increases the quoted prices.
- The bidder qualifies the bid with own conditions.
- 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.
- 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.
- The Commercial bid is enclosed with the Technical bid.
- The bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
- 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,
- 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.
- 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.

- 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:

- 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.
- 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 MP.
- 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.
- 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.

- 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 for each of the sizes = X (as per Annexure – 5)

Please Note – For the purpose of Commercial Evaluation -

For each of the napkin size, evaluation will be done separately. Bidders can either quote for both or any one of the sizes mentioned in the tender document in the commercial bid format. The L1 bidder will be decided for each i.e. lowest responsive bidder for each size, and will be empanelled.

5.6 Award Criteria

- Post the evaluation process indicated in Section 5.3, 5.4 and 5.5 above, the TIA will empanel the bidder, who has the lowest per unit cost 'X' (L1 cost) for each of the napkin sizes. The empanelment will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids, sample verification of the item (s), visits to manufacturing facility during evaluation.
- 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.
- The acceptance of the bids will be communicated to the successful bidder in writing.
- 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 2nd and 3rd years of the contract.
- The TIA reserves the right to accept or reject any tender without assigning any reason.

- 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.
- **TIA reserves the right to select bidder/bidders as mentioned below –**

The TIA may ask the L2 and L3 to match the L1 rate and empanelment may be done for them also. **In case both L2 and L3 match L1 rates - all three will be empaneled for the defined area.**

In case none of the other bidder match L1 rate - L1 bidder will be empanelled for all regions within Madhya Pradesh

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

- 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 there in 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.
- 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.
- 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 concerned Women Institutions

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

- Performance Security is governed for supplies as follows:
 - 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.
 - 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.
- The selected bidder shall deposit the Performance Security as follows:
 - 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 Rs. 50,000/- (Rupees Fifty Thousand Only).
 - The Performance Security should be furnished within 15 Working Days from the date of issue of Letter of Intent.
 - 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

- The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
 - Any amount imposed as a fine for irregularities Committed by the bidder.
 - 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.
 - Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding amount of Women Institutions.
- 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 lead to termination of agreement with forfeiture of all amounts including interest free Performance Security in favour 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 may issue supply order as per the requirement to the successful bidder. Successful bidder should delivered Sanitary napkins within 15 (fifteen) 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

Women's Institutions will make payment within 03 days of delivery of goods.

7.3. Penalty

If the successful bidder fails to deliver any or all of the goods the Women Institutions are free to impose penalty as agreed to between them and supplier at time of purchase.

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

- 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.
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- **Arbitration:**
- 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. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, Madhya Pradesh Rajya Ajeevika Forum, Panchayat & Rural Development Department, and Government of Madhya Pradesh. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings shall be held in Bhopal, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 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 GST, any other charges, stamp duties and other such levies imposed.

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:

- 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.
- If the successful bidder becomes (insolvent or goes into liquidation, or receivership whether compulsory or voluntary).
- 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.
- 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.
- 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.
- 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.
- If the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings.
- 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.

- 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, Madhya Pradesh Rajya Ajeevika Forum, Government of MP.

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, Madhya Pradesh Rajya Ajeevika Forum 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:

Concerned Women Institution

Supplier: To be filled during contract signing.

- **Annexures**

Annexure-A

Schedule of Requirement

Sl. No	Item Description	Quantity/Pack	Approximate quantity required in a month*	Size of napkin
1.	Sanitary Napkin	8	20 Lakh packets	240mm+ -5 mm and winged
2.	Sanitary Napkin	8	20 Lakh packets	240mm+ -5 mm and winged

* The quantity specified in the above table is the approximate anticipated quantity for each of the napkin sizes during 1 month. Initial approximate requirement will be around 10 lakh packets which ultimately may reach 50 lakh packet over a period of 03 years.

- **Delivery Terms:** 30 days from the date of supply order issued by Women's Institutions.
- **Consignees:** Women's Institutions (who wish to purchase sanitary napkin) formed under MPRAF in the state of MP.
- **Delivery Mode and Location:** To the address of concerned women institution
- **Generic Name of Item:** 'Arogya'
- **Validity of Rates:** Three (3) years from the date of award of contract .
- **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 nonwoven / 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.
- **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.
 - **Back Strip** – A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.
 - **Absorbency** – The sanitary napkin should be able to absorb not less than 60+-10 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.
 - **Napkin Size** –

Total Pad Length	240mm+-5 mm	240mm+-5 mm
Pad Thickness	10mm+-2 mm	240mm+-5 mm
Pulp (n gm)	8 gm+- 1 gm	10 gm+- 1gm
Total weight	10 gm+- 1gm	12 gm+- 1gm

Super Absorbent Polymer (SAP) - Super Absorbent Polymer (SAP) will not be a mandatory requirement for Napkins. However, if a bidder wants to add SAP as well at the time of manufacturing the napkins, bidder can do so but the same will not be a part of the evaluation criteria for awarding the contract.

Type - Winged Napkins only

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.

- **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)
- **Raw Materials to be used:**
 - PULP: White, Soft wood pulp, long fibre.
 - Pulp pocket forming technology to be used. The quantity to be used should be in proportion to the size of the napkin offered

- Top sheet: cotton non-woven / knitted or Perforate poly top sheet , white colour,
Thickness: 22gsm+/-5%,
- Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade – Carona Treated.
- Glue – Construction: Polymer based, Colour: Transparent.
- Glue – Release Paper: Polymer based, Colour: Transparent.
- Release paper: Silicon coated, Colour: White, Thickness: 40gsm+/-10%

- **Manufacture Workmanship and Finish:**

- 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.
- It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filler completely.
- The sanitary napkins shall have a non-absorbent barrier on one side which shall have a clear identification.
- When the sanitary napkins are claimed as disposable, they shall be manufactured from disposable material.
- 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.
- Sanitary Napkins with wings (To hold the pads securely in place and help prevent side leakages)
- The material used in the fabrication is non allergenic.
- The sanitary napkin will be free from acids and alkali.
- The adhesive used in the napkin should not leave any mark and stain.

- **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:**

- **Primary Package:**

Each napkin inside the pack of 8 napkins offered by the successful bidder will be put inside an appropriate disposal coloured (decided by the TIA) pouch made of recyclable

material through machine packaging without any human intervention / manual touch points to help ladies and adolescent girls to carry it and to make the disposal process environment friendly. Each Primary Package shall contain 8 Sanitary Napkins in a recyclable 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 MPRAF) 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 MPRAF. The final packaging on the orders to be supplied shall be co-branded as 'Ajeevika 'Ajeevika Aarogya''. 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.

- **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/cm². 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 MPRAF.

- **Bar Coding:**

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

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

G. Inspections and tests (Quality assurance) (i) Compliance:

The manufacturer shall guarantee that the products:

- Comply with all provisions of the specifications
- Material supplied must conform to IS:5405 (1980) with latest amendment
- Meet the laid down standards for safety, efficacy and quality;
- Are fit for the purposes made known to the Seller;

- Are free from defects in workmanship and in materials

(ii) Pre-Inspection by the Supplier:

- Manufacturers/Contract should satisfy them 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.
- 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.
- The above clause is also application to replacement batches.
- 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:

- 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, MPRAF reserves the right to draw samples and test it as and when required.
- 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.
- 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.
- 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.

- **Markings:**

- All packages and invoices must bear the name of the product, expiry date and appropriate storage conditions:
- 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 MP.
- 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 litres 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,
Madhya Pradesh Rajya Ajeevika Forum,
3rd Floor Beej Bhawan, Arera Hills
Bhopal - 462011
Madhya Pradesh

Dear Sir,

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to empanel for 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

Supply of Sanitary Napkins on Rate Contract basis for a period of 3 years to Women's Institutions
of MPRAF in the state of Madhya Pradesh

Annexure – 2: Performance Statement

Name of the Firm -----

Sl. No.	Order placed by (Address of the Purchase) (Attached documentary proof)*	Order No.	Order Date	Quantity(Approx.) of sanitary napkins supplied	Total value of contract	Contact details of client(Ph. No., E-mail id of the officer to whom reference may be made)
1.						
2.						
3.						
4.						
5.						
6.						

Signature and seal of the Bidder

Note:

- Please mention details only for sanitary napkins.
- *In support of above statement, enclose the copies of supply orders and client's satisfactory certificates.
- Incomplete performance statements will not be considered for technical evaluation and may lead to rejection of bid.

Annexure – 3: Technical Compliance Sheet

Clause No.	Technical Specification	Compliance (Yes/No)	Statement of deviations/ Variations, if any
Point No. B	Covering, Absorbent filter, back strip,. Absorbency, Size, Weight, PH Value, Raw material etc.		
Point No. C	Manufacture workmanship and finish etc.		
Point No. D	Storage		
Point No. E	Shelf life		
Point No. F	Packing and labelling including primary, secondary package and bar-coding etc.		
Point No. G	Inspection and testing including compliance, pre-inspection, pre-dispatch inspection/testing and random checks by TIA etc.		
Point No. H	Recalls		
Point No. I	Markings		
Point No. J	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

Sl. No.	Particulars	Details
1.	Name of manufacturer	
2.	Full postal address	
3.	Telephone no./ Fax No.	
4.	E-mail address	
5.	Date of inception of business	
6.	Registration no and date	
7.	Issued by	
8.	Valid till	
9.	Details of manufacturing activity and item wise capacity	
10.	Daily capacity of manufacturing unit	
11.	Details of ISO certificate (Enclose certificate)	
12.	GST Registration	
13.	Does the firm have the adequate facilities for inspection and quality control? (please provide document 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)

To

Date:

Chief Executive Officer

Madhya Pradesh Rajya Ajeevika Forum

Madhya Pradesh Deendayal Yojana-State Rural Livelihoods Mission

Madhya Pradesh

Subject: Submission of Commercial Bid against invitation of tender from companies registered as Micro and Small Scale Industries, for Supply of Sanitary Napkins on Rate Contract basis for a period of three (3) years to Women's Institutions in the State of Madhya Pradesh

Dear Sir,

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

Sr. No.	Item	Length and Type	Pack Size	Appr. Quantity (pieces)	*Per Napkin price in Rs. (per piece)
A.	Sanitary Napkins	240 mm \pm 5 mm and winged	Packet of 8 Napkins		
B.	Sanitary Napkins	280 mm \pm 5 mm and winged	Packet of 8 Napkins		

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

Per Napkin Price (in words): Rs.

Date:

Seal:

Signature of the Tenderer

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

(Annexure - 5 to be uploaded in the form of PDF)

Annexure – 6: Format for Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its bid dated ----- in response to the Notice Inviting Tender from Companies registered as Micro and Small Scale Industries, for Supply of Sanitary Napkins, on Rate Contract basis for a period of 3 years, to Women's Institutions of MPRAF in the State of MP, by Madhya Pradesh Rajya Ajeevika Forum, Government of MP.

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, Madhya Pradesh Rajya Ajeevika Forum, 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:

- In the event of the successful bidder being unable to service the contract for whatever reason, the Madhya Pradesh Rajya Ajeevika Forum, 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.
- 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 Madhya Pradesh Deendayal Yojana-State Rural Livelihoods Mission during the specified period using the following format:

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

Annexure – 8: Declaration Form

DECLARATION FORM

I / Wehaving
my ouroffice
at.....do
declare that I / We have carefully read all the terms & conditions of tender of the Madhya Pradesh State Rural Livelihoods Mission, Bhopal for the supply of Sanitary Napkins. 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

EMPANELMENT AGREEMENT

THIS AGREEMENT made theday 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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - The Price List submitted by the Supplier ;
 - The Schedule of Requirements;
 - The Technical Specifications;
 - Terms & conditions of tender document.
 - The Purchaser's Notification of Award.
- 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.
- 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.

Sr.No.	Description of goods	Appr. Quantity	Per Napkin rate in Rs.	Contract period
1.	Sanitary Napkin – 8 pads/Package 240 mm ± 5 mm and winged	80 lakh		
2	Sanitary Napkin – 8 pads/Package 280 mm ± 5 mm and winged	80 lakh		

Tender for Empanelment of Agencies for Supply of Sanitary Napkins, on Rate Contract basis, for a period of 3 years, to Women's Institutions (SHG/VO/CLF) of MPRAF/MPSRLM in the state of Madhya Pradesh

Annexure – 10: Technical and Commercial Bid Envelopes

CHECKLIST FOR DOCUMENTS

ENVELOPE No. A

Sr. No.	Documents
1	Tender Form as per the format given in Annexure-1.
2	Attested photocopy of valid manufacture license duly approved by the Licensing Authority.
3	Performance statement of the offered product for last three (3) years in the format given in Annexure-2.
4	Technical compliance of the offered product as per Annexure – 3.
5	Details of manufacturing unit as per the format given in Annexure-4 along with supporting documents.
6	Details of current installed production capacity of the said product, of the tenderer – certificate from CA/CE specifying the same.
7	GST Registration Certificate.
8	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.

9	Distribution of Product - At the time of bid submission, bidders need to provide a distribution plan which will include the details of manpower and the plan that the bidders have in place for distribution of the said product up to block level. The plan should include the details of manpower that the bidder will be deploying at block level for distribution purpose.
10	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.
11	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. This should include all important technical specifications such as absorbency, pH Value etc. for napkins specified in the tender document Section 8 – Annexure A and Annexure B.
12	DD of performance/ EMD.
13	Copy of an appropriate and valid ISO certificate for manufacturing the offered product.

DOCUMENTS – ENVELOPE No. B

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