



e-TENDER NO: -BPPI/SURGICAL/RC-103/2019

**TENDER FOR SUPPLY OF SANITARY
NAPKINS**

TO

**Bureau of Pharma Public Sector Undertakings of
India (BPPI) For Two Years Rate Contract**

LAST DATE FOR ONLINE SUBMISSION OF TENDER: 19/06/2019



**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF
INDIA**

(Set up under the Department of Pharmaceuticals, Govt. of India)

**8th Floor, Videocon Tower, Block E1,
Jhandewalan Extension, New Delhi-110055
Telephone: 011- 49431811/49431829/49431854/49431853;**

Website: janaushadhi.gov.in

e-TENDER FOR TWO YEARS RATE CONTRACT FOR SUPPLY OF SANITARY NAPKINS TO BUREAU OF PHARMA PSUs OF INDIA

Tender Reference	BPPI/SURGICAL/RC-103/2019 Dt. 28/05/2019
Date of availability of tender documents on website	28/05/2019 (Tuesday)
Doubts and queries regarding Tender document should be sent by e-mail to e-mail id <u>“proc6@janaushadhi.gov.in proc9@janaushadhi.gov.in, procure12@janaushadhi.gov.in”</u> by the likely bidders latest by	31/05/2019
Time and date and place pre-bid meeting	11:00 AM on 03/06/2019(Monday) Bureau of Pharma PSUs of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Last date and time for submission of Online Bid i.e. Bid Submission End Date and time	18/06/2019 (Tuesday) up to 11:00 A.M.
Last Date for submission of EMD, Original ANNEXURE II, Original Annexure IV and Samples in physical Form in office of Bureau of Pharma PSUs of India, 8th Floor, Videocon Tower, BlockE1, Jhandewalan Extension, New Delhi-110055	19/06/2019
Time and date of opening of Technical Bid	11:30 AM on 19/06/2019(Wednesday)
Place of opening of tender	Bureau of Pharma PSUs of India, 8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Address for Communication	Bureau of Pharma Public Sector Undertakings of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Cost of the Tender Document	Free of cost
Contact Person for clarification if any	Mr. Manik Bera Dy. Manager (Procurement) Phone: - 011-49431854 Email: proc9@janaushadhi.gov.in 2. Mr. P. K. Thakur, Executive (Procurement) Phone: - 011-49431829 Email: proc6@janaushadhi.gov.in

	3. Ms. Neha Sharma Executive (Procurement) Phone: - 011-49431853 Email: procure12@janaushadhi.gov.in
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The tender document can be downloaded free of cost from the CPPP e-Procurement Portal <https://eprocure.gov.in> and from the website of BPPI: janaushadhi.gov.in.

Note: The bidders shall be solely responsible for checking these websites at least 3 days prior to closing date of submission of tender for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids. Bids will be opened online.

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BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

e-TENDER FOR RATE CONTRACT FOR THE SUPPLY OF SANITARY NAPKINS TO BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA(PMBJP) is the initiative of Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India launching with the noble objective of making quality generic medicines with sanitary napkins available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called PRADHAN MANTRI BHARTRIYA JANAUSHADHI KENDRA (PMBJK). BPPI was established in December 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs, and identified as the executing agency for PMBJP.

The Bureau has been registered as an independent society under the Societies Registration Act, 1860, in April 2010.

At present, more than 5000 stores are functional. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines at affordable prices.

Tender Inviting Authority – C.E.O, Bureau of Pharma Public Sector Undertakings of India, 8th Floor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi-110055 (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

Tender Accepting Authority – CEO, Bureau of Pharma Public Sector Undertakings of India, (hereinafter referred as **BPPI** unless the context otherwise requires).

Tender Inviting Authority Invites Tender for the supply of Sanitary napkins to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, for Two Years.

1. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS.

(a) Online Bids [in two separate Cover {Technical bid (“Cover A”) and price bid (Cover “B”)}] will be submitted till **11.00 A.M. up to 18/06/2019 (Tuesday)** on CPP portal i.e. eprocure.gov.in.

(b) The price bid shall be valid for a period of 120 days from the date of opening of Technical Bid. Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place purchase orders at the quoted rate till such period.

(c) **Late Tender:** -There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

2. ELIGIBILITY CRITERIA

(a) (i) Tenderer shall be a manufacturer and should have license from Director of Industries/District Industries centers/ Ministry of Commerce or NSIC for quoted items.

(ii) **Distributors/Suppliers/Marketer Agents/ Importer are not eligible to participate in the Tenders.**

(iii) Tenderer should be of Indian origin.

(b) A certificate from their C.A. (Chartered Accountant) or Company Secretary that-

(i) Average Annual turnover of manufacturer in the last three years i.e. 2015-16, 2016-17 and 2017-18 shall not be less than **Rs. 2 Crores.**

(ii) Manufacturer have manufactured & marketed at least 2 commercial batch of quoted items in last three years.

(iii) Manufacturer has Production & financial capacity to manufacture and deliver the items quoted by the firm in the tender as per quantity mentioned in tender during contract period.

(c) Market Standing Certificate (MSC) issued by the C.A. or ICWA under generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years.

(d) Tenderer should not be submitted for the product(s) for which the firm / company has been blacklisted/debarred/de-registered/banned by any State Government / Central Government/ BPPI/Central or State Government’s procurement agencies due to quality failure of the sanitary napkins at *the time of submission of online bid.*

(e) The Tenderer should have not been blacklisted/debarred/de-registered/banned due to quality failure for the quoted product /firm by any State Government / Central Government/ BPPI/Central or State Government’s procurement agencies **at the time of submission of bid.** Further, quoted sanitary napkins have not been failed in house testing or testing by any State Government/Central Government / its procurement agencies during last two years. If any tenderer has been

blacklisted/debarred/de-registered/banned due to quality failure, such tenderer or their Partner/Director/Owner shall not be permitted to participate in the tender.

(f) During the validity of the tender if the firm / Company is blacklisted/debarred/de-registered/banned by any State Government / Central Government/ BPPI/Central or State Government's procurement agencies convicted by any Court of law in India, it shall be intimated to BPPI along with relevant authentic document by the tenderer firm/ company within one month.

(g) The tenderer should confirm that they have read tender document including Amendment(s) to Tender document (if any) along with terms and condition and these terms and condition of tender document including Amendment(s) to Tender document (if any) are acceptable unconditionally to them.

(h) Tenderer are required to incorporate bar codes as per GS1 standards at various packaging levels (primary, secondary and tertiary) (Annexure I) and they are required to submit valid registration certificate from GS1 India for such barcoding. Goods without GS1 Standard Barcoding or Substandard Barcoding will not be accepted.

Note: - The prior turnover and prior experience for Start-ups (as defined by Department of Industrial Policy and Promotion) shall not be applicable subject to submission of certificate of recognition as start up by Department of Industrial Policy and Promotion for quoted item.

2.1 Additional criteria:

- i. Sanitary napkins should be odourless;
- ii. Material used in fabrication of sanitary napkins should be non-allergic;
- iii. Outer covering of sanitary napkin shall be provided with sufficient number of channels for showing up protection;
- iv. Covering of absorbent filler should be non-allergic and shall be constructed with either qualitative _ poly- perforated film sleeve or Non-woven fabric with sufficient porosity to enable assembled pad to meet the absorbency requirement and the absorbent filler material shall be of cellulose pulp/ wadding and shall be free from lumps, oil spots, dirt and foreign materials;
- v. Absorbent filler material pertains to sanitary napkin shall be associated with an adhesive back strip;
- vi. Back strip for sticking the sanitary napkin shall be with qualitative adhesive material not leaving any mark;
- vii. Sanitary Napkin should be heat sterilizable and the non- absorbent barrier should be heat resistance;
- viii. Absorbency test will be conducted with 50 ml prescribed fluid instead of 30 ml of cl 5.1 of IS:5405/1980 (First Revision) reaffirmed 2012 with amendment No. 1;
- ix. Napkin shall have a non-absorbent barrier on one side which shall have an identifying thread or marking indicating clearly the side of barrier.

3.GENERAL CONDITIONS.

(i) The tender document shall be download from the websites janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in. Tender Document is free of cost. No tender cost is to be deposited.

(ii) **EMD (Earnest Money Deposit):** EMD of Rs.100000/- (Rupees One Lakh only) as specified in Clause 7 of the Tender document in the form of **Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft from nationalized/Scheduled Bank** favoring “Bureau of Pharma Public Sector Undertakings of India “, payable at Gurgaon/Delhi **which is to be delivered in original to BPPI, New Delhi on or before the time stipulated against ‘Bid Opening Date’**. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded (ANNEXURE V) to the e-Procurement portal. EMD in any other form like *cheque/cash/postal order* etc. **will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected.**

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARBOPARLIA

(iii) However, only employee of the Company/Tenderer duly authorized by their competent authority can represent to the BPPI in any matter related to Bid opening and procurement of **Sanitary napkins** under this tender.

(iv) (a) At any time prior to the last date of submission of online bid, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment uploading on website on janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of online bid.

(b) Any person who has downloaded the tender document should watch for amendment, if any, on the website janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in for which BPPI will not issue any separate communication to them.

(v) Interested eligible Tenderers may obtain further information in this regard from the office of the Tender Inviting Authority on all working days between 10:00 AM and 5:00 PM.

(vi) During tender or Rate Contract period, if L1 bidder is debarred/deregistered/blacklisted/banned by any Central Government or state Government or its procurement agencies due to quality failure, BPPI may purchase the sanitary napkins from L2 bidder or may go for fresh tender as per discretion of BPPI.

(vii) The BPPI reserves the right to purchase any sanitary napkins full or part quantity from PSU as per discretion of BPPI. In case of emergencies, BPPI may go to PSU and price will be as per negotiation and at the discretion of BPPI.

(viii) Bidders are advised to quote only for such **Sanitary napkins** which meets the **Sanitary napkins** specification. Do not quote if it differs with regard to any parameter.

(ix) **Contract distribution will be in the order of: -**

Minimum 30% to L1 bidder and remaining 70% among the bidder's subject to the matching of L1 price at the discretion of BPPI.

(x) The quantities specified in the tender form (Price Schedule) for the tender purpose only and it represents the basis of unit for ease of pricing. The actual quantity may vary from zero to the maximum required quantity during the contract. The quantity will be drawn from successful tenderers as and when required from time to time during the contract period.

(xi) In case of any difference between special conditions of contract and general condition of contract, the special condition will prevail.

3.1 SPECIAL CONDITIONS.

(i) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in>. Manual bids shall not be accepted except for the original documents/instruments as mentioned in tender document.

(ii) Bidders are advised to follow the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in>.

(iii) Bidder shall not modify the downloaded tender form including downloaded price Bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited and bidder is liable to be banned from doing business with BPPI.

(iv) Bidders are advised to check the *website of BPPI: janaushadhi.gov.in* and CPPP website <https://eprocure.gov.in> at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.

4. TECHNICAL BID - COVER "A"

4.1. The Tenderer should upload the following documents in while submitting technical bid hereafter called "**Cover A**". (**Scanned copies of each page of all documents duly self-attested should be uploaded while submitting Technical bid**).

(a) The tenderers are required to upload scanned undertaking on stamp paper duly notarized by authorised signatory (**ANNEXURE-II**) confirming that they are manufacturer and uploaded the (a) valid license for quoted sanitary napkins and GMP certificate as per schedule 'M'/ISO 9001 certification for quoted items (**Strike which is not applicable**) (b) valid registration certificate from Director of registration/District Industries Centre / NSIC for quoted items , (c) 2 years market standing certificate for quoted Sanitary napkins issued by C.A. or ICWA for quoted Sanitary napkins, (d) a certificate for manufactured & marketed of two batches for quoted Sanitary napkins within 3 years issued by CA or ICWA, (e) valid Non conviction certificate not older than 6 months issued by CA or ICWA, (f) undertaking to supply items with logo as per Annexure X, undertaking for Clause 7.2 and also enclosed all undertaking/declaration as per Annexure

mentioned in the tender document. **The items indicated in this undertaking shall only be considered for evaluation and opening of price bid.** On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, the bidder is required to upload/submit all the documents along with the technical bid and in case any document is not complying as per undertaking, their contract/agreement shall be cancelled with forfeiture of EMD/Security Deposit/Bank guarantee. The original ANNEXURE II should be submitted to BPPI, New Delhi on or before the schedule date of technical bid opening.

(b) Earnest Money Deposit as indicated in Clause 3(ii) and Clause 7. of the tender document shall be in the form of **Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft** favoring “Bureau of Pharma Public Sector Undertakings of India “payable at Gurgaon/Delhi. Tender cost and EMD in any other form like *cheque/cash/postal order* etc. **will not be accepted.** Scanned soft copy of the EMD instrument must be uploaded (ANNEXURE III) to the e-Procurement portal. and **original EMD instrument should be submitted to BPPI, New Delhi on or before the schedule date of technical bid opening.**

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA

(c) The tenderers are required to upload a certificate from the C.A.(Chartered Accountant) or Company Secretary as per ANNEXURE IV certifying that (i) Constitution of bidding firm with details of PAN no., GST registration no., filed Income tax returned and GST returned up to date and attested signature of authorized person,(ii) whether the bidder is Micro Small & Medium Enterprises (MSME) and owned/ not owned) by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs.(iii) Average Annual Turnover certificate of manufacturer/manufacturer of marketer (if applicable) in the last three years i.e. 2015-16, 2016-17 and 2017-18 (iv) Manufacturer have manufactured & marketed at least 2 commercial batch in last three years (v) Manufacturer has Production & financial capacity to manufacture and deliver the items quoted by the firm in the tender as per quantity mentioned in tender during contract period Further, they are required to submit copy of Financial Statements along with schedule of account for FY 2015-16, 2016-17 and 2017-18 duly attested by the competent authority. **The original certificate from the C.A. (Chartered Accountant) or Company Secretary as per ANNEXURE IV should be submitted to BPPI, New Delhi on or before the schedule date of technical bid opening.**

(d) Documentary evidence for the constitution of the Company/Firm such as Memorandum and Articles of Association, Partnership deed, Permanent Registration Number etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the Board of the Company duly certified by a Company Secretary of the Company/Practicing Company Secretary / Chartered Accountant to be uploaded.

(e) Authorization letter nominating an employee of the Tenderer on the printed letter head of the company to transact the business with the BPPI to be uploaded.

(f) The Tenderer should upload Scanned copy of valid Manufacturing License for the product, duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. For non-drugs items, tender should upload scanned copy of valid registration certificate for quoted products. Original documents should be produced for verification when demanded. However, if renewal application for manufacturing license has been filed, Scanned copy of same duly receipted by authorities must be uploaded along with the validity certificate from state licensing authority (SLA).

Note: - Clear copy of valid manufacturing license highlighting the item code should be uploaded. In case scanned copy of license uploaded is not visible or tempered, BPPI shall not considered the license for such items.

(g) Market Standing Certificate (MSC) issued by the C.A. or ICWA under generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years (Certificate should be uploaded with list of items). MSC issued under brand name or under generic name (by the state licensing authority) will also be accepted but **supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by BPPI & BPPI MRP.**

(h) Valid ISI license for the quoted product if applicable.

(i) Scanned copy Non-Conviction Certificate issued by the **C.A. (Chartered Accountant) or Company Secretary** certifying that the firm/company has not been convicted should be uploaded. **The certificate should not be more than 6 months old at the time of submission of technical bid.**

(j) Valid GMP/ISO 9001 certificate issued by the Licensing Authority should be uploaded.

(k) Documents, if any, to show that the manufacturing unit has been recognized by any other Indian / International Standard Organizations etc. as applicable.

(l) A certificate of recognition as start up by Department of Industrial Policy and Promotion for quoted item for relaxation of prior turnover and prior experience (if applicable).

(m) The tenderers are required to submit at least 10 samples of quoted items to BPPI on tender opening date along with original Annexure II and EMD.

(n) Tenderers are required to upload Annexure XII indicating details of manufacturing License and two years Market Standing Certificate (MSC) as mentioned their in. In case of Non-submission of the details, their bids for such quoted drugs are liable to be rejected.

Note: -Annexure XII should be uploaded with technical bid on CPP Portal as additional document.

(o) A Checklist (**ANNEXURE- V**) shall be uploaded with technical bid. If a company/firm has two or more separate manufacturing units at different sites / States, which are not separate entities then the company will be allowed to submit only one tender for all units but necessary document

regarding separate manufacturing units should be uploaded as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.

(p) All the documents uploaded should also be signed by the authorized official of the Tenderer.

4.2. The all documents indicated above should be uploaded and shall be opened at the time of Technical bid opening.

5. PRICE BID - COVER” B”

5.1. Cover “B” contains the Price Bid of the Tenderer.

i) The Tenderer shall fill in the rate per unit size, % age rate of GST and total rate inclusive of GST in respective column of BOQ for the items quoted.

(ii)Determination of L1 bidder:

(a) In determining the lowest evaluated price, the rate quoted per unit size exclusive of GST as indicated in column No. 7 of the **BOQ** shall be taken into consideration.

(b) (i) If the participating Micro and Small Enterprises (MSE) meets all the other eligibility criteria and their quoted price is within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.

(ii) Within this 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) will be reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST entrepreneurs: (a) In case of proprietary MSE, proprietor(s) shall be SC /ST (b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

NOTE:-The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which they will not get the benefit of MSE.

(c) (i) The rate quoted exclusive of GST in column 7 of BOQ should be for a unit size and for the given specification. The rates quoted should be in rupees and paise up to 2 digits. The Tenderer is

not permitted to change/alter specification or unit size given in the ANNEXURE-VII (ANNEXURE-VII A & B).

(ii) GST (Goods and Services Tax)-The tenderers must indicate the rate of GST applicable and payable by them. In case no information is given, it shall be presumed that rate are inclusive of GST and no GST shall be charged by them under any circumstances.

(iii)The bidder is required to indicate GST in % only against the heading of column no. 9 of BOQ and not to indicate amount of GST in Rs. at particular cell of excel sheet of BOQ.

6. OPENING OF COVER “A” AND COVER “B” OF TENDER

6.1 Only authorized official as indicated in Clause 4.1. (e) are entitled to be present at the time of opening of Technical Bid - Cover “A” of the tender submitted by them.

6.2 Tenderers, who are found eligible on satisfying the criteria for technical evaluation/based on undertakings & Declaration, will only be informed the time and date of opening of Price Bid - Cover “B” of the tender.

6.3 In case, the date for opening of technical bid is declared holiday, the technical bid shall be opened on next working day at 11.30 A.M.

7. EARNEST MONEY DEPOSIT

7.1. The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(b), shall be **Rs. 100000/-**. **The Earnest Money Deposit shall be paid in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at Gurgaon/Delhi.**In case EMD in form of Bank Guarantee, Irrevocable Bank Guarantee in favour of Bureau of Pharma Public Sector Undertakings of India from any Nationalized/scheduled Bank should be valid for a period beyond **270 days/9 months from the date of tender opening.** The format of Bank Guarantee is at **ANNEXURE-VII**. BPPI will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft.**

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA

7.2. (i) The tender submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit will be refunded to the successful bidders after successful completion of the first supplies.

(iii) The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of tender/signing of agreement with eligible bidder.

(iv) The Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non-execution of agreement /undertaking within the period prescribed.

(v) The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract agreement and / or deposit the security Deposit within the stipulated time. The EMD shall be forfeited if the undertaking as Annexure II is not found correct.

(vi) Tenderer may be exempted from the payment of EMD, if valid **registration** certificate from NSIC/MSME is uploaded **for the product for which bidder has submitted quotation.**

(vii) PSUs are exempted from the payment of EMD.

8. OTHER CONDITIONS

8.1. (i) Once a purchase order is placed on supplier for supply of definite quantity in terms of Rate Contract during validity period of Rate Contract that purchase order is valid and binding contract.

(ii) No Minimum drawl is in the Rate Contract. The actual quantity may vary from nil to maximum required quantity during validity of Rate Contract.

(iii)The purchaser reserves the right to conclude one or more than one rate contract for the same item.

(iv) The purchaser has the option to renegotiate the price with the rate contract holders. In case of emergency, the purchaser may purchase the same item through Ad hoc contract with a new supplier.

(v) Purchase orders, incorporating definite quantity of Sanitary napkins to be supplied along with all other required conditions following the rate contract terms, shall be issued for obtaining supplies through the rate contract.

(vi) The purchaser is entitled to place purchase orders up to the last day of the validity of the rate contract and, though supplies against such purchase orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract.

(vii) The details of the required **sanitary napkins** are shown in **ANNEXURE -VII and (ANNEXURE-VII A, B) *The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased*** by the BPPI, at its discretion, depending on it is actual need. Though the tentative quantity is indicated in the Rate Contract, the BPPI, will confirm the actual requirement through purchase order/orders from time to time. The tenderers shall supply the **Sanitary napkins** only on the basis of the purchase order issued time to time within validity of Rate contract period by the BPPI. Any supply without a valid purchase order will not be acceptable by BPPI and the BPPI shall not be responsible for any loss on this account.

(viii) The Tenderer shall fill the shelf life in month and manufacturing capacity per year in units for each quoted Sanitary Napkin in required column of **ANNEXURE–VIII and upload along with technical bid.**

(ix) However, once the purchase order/orders is/are issued by the BPPI, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the Rate Contract / undertaking.

(x) The rates quoted shall not be varied with the ordered quantity during the full contract period.

8.2. Tender has been called for in the **Generic name of Products**. The Tenderers should quote the rates for the generic products only. The composition, strength and packing of each product should be as per specifications given in **ANNEXURE-VII and ANNEXURE-VII A & B**. Any variation, if found, will result in rejection of the tender.

8.3. Rates (inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, but exclusive **GST** should be quoted for each of the required product etc., separately on door delivery basis according to the unit ordered. Tender for the supply of products etc. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers.

8.4. Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

8.5. (i) The price quoted by the tenderers shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price of the tenderer. Tender Inviting Authority at its discretion, may exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP or the selling price of the tenderer as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Tenderer.

(ii) The price quoted by the tenderers shall not, in any case exceed net dealer price.

(iii) **FALL CLAUSE:**

If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central government/state Govt. or its procurement agencies at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

8.6. The rates quoted and accepted will be binding on the Tenderer for the full contract period of two years and any increase in the price will not be entertained till the completion of this contract period. Accordingly, this clause will be applicable for all orders placed during the contract period. **However, Rate Contract validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.**

8.7. No Tenderer shall be allowed at any time and on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by them. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the Tenderers in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as “SUBJECT TO AVAILABILITY”, “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have mentioned such conditions shall be treated as incomplete and accordingly the Tender will be summarily rejected.

8.8. Supplies should be made directly by the tenderer and not through any other Agency / Dealer / Distributors etc.

8.9. The Tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm’s risk cost.

8.10 “MRP inclusive of all taxes” is to be printed on each unit/label. MRP will be intimated to successful bidders at the time of placing purchase orders.

9. ACCEPTANCE OF TENDER

9.1.(i) Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done based on rate per unit size exclusive of GST as mentioned in column 7 of **BOQ**.

Minimum 30% to L1 bidder and remaining 70% among the bidder’s subject to the matching of L1 price at the discretion of BPPI.

(ii) However, in case the price quoted by the lowest responsive tenderer (L1) is not reasonable and un-acceptable, the price may be negotiated with L1 only as per CVC guidelines and, if it reduces the price to the desirable level, rate contract may be concluded with L1. To meet the demand, BPPI shall conclude parallel rate contract by counter offering the L1 rate to higher eligible bidders as per above provision.

(iii). Negotiation if required will be done at our premises and the same will be done strictly as per Central Vigilance Commission guidelines.

9.2. BPPI reserves the right to accept or reject the tender for the supply of all or any one or more items of the sanitary napkins tendered for in a tender without assigning any reason.

9.3. BPPI or its authorized representative(s) has/have the right to inspect the manufacturing premises of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of 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.

9.4 BPPI also reserves right to place one-time purchase order for certain value for any Sanitary napkins without Rate Contract and suppliers are required to pay performance security deposit @ 5 % of value of order of such Sanitary napkins in form DD or Performance Bank Guarantee.

9.5 The acceptance of the tenders for Rate Contract for two years' period will be communicated to the Tenderers in writing (**ANNEXURE IX**).

10. SECURITY DEPOSIT AND AGREEMENT

10.1 Performance Security Deposit: On being informed about the acceptance of the tender for Rate Contract, the Performance Security Deposit @ 5% will be deducted from each bills and accumulated security deposit will be refunded by BPPI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf life obligation.

10.2 The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons whosoever.

10.3 All notices or communications relating to and arising out of this Rate Contract or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer.

10.4 The Security deposit of supplier will be returned by BPPI only after the supplier has given undertaking to replace such medicines and indemnify BPPI against any losses on account of quality parameters duly notarized.

11.METHODOLOGY FOR PLACING ORDERS

For the above purpose the following procedures will be adopted

(a) After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.

(b) **BPPI reserves right to issue purchase order for any Sanitary napkins on any one rate contract holder or more than one rate contract holder for same Sanitary napkins.**

(c) If two or more than two Tenderer's are declared as lowest suppliers for the same item(s), such Tenderers are eligible for Rate Contract and the placement of Purchase Orders for such item(s) for which they are declared as lowest.

(d) If a supplier fails to execute supply as per Purchase Order, the 5% of value of unexecuted quantity of Purchase Order shall be recovered from pending bill or EMD/Bank Guarantee and their bad performance shall be kept in record of BPPI for future dealing as considered appropriate by BPPI.

(e) Notwithstanding anything contained in para (e) above, the supplier, after committing the default in supply either partly or fully, can inform the BPPI about his willingness to execute

the Purchase Order during the tender period. The BPPI at discretion may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages, unexecuted fine and other penalties as stipulated in the tender document, Rate Contract and purchase order.

(f) The supplier shall start supply of the sanitary napkins required by BPPI at Central Warehouse (CWH), Gurgaon or any other place decided by BPPI within the stipulated period.

(g) The sanitary napkins supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. BPPI will not be responsible for the loss to the supplier and will not entertain any demand/claim.

(h) The supplier shall supply the sanitary napkins at the CWH, Gurgaon along with copy of Purchase order, copy of test reports and 3 original copies of Invoice. No payment will be processed without test reports.

(i) The supplier shall take utmost care in supplying the quality sanitary napkins and ensure that the batch number mentioned in the packages of the sanitary napkins tally with the batch number mentioned in the Invoice produced to BPPI for payment. Also, the supplier shall ensure the quantity relevant to the Batch Number of sanitary napkins is mentioned in the invoice.

(j) It is the duty of the supplier to supply sanitary napkins at the CWH Gurgaon or any other place decided by BPPI and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature, specification etc.,

(k) Subject to above, BPPI will process the invoices submitted by the supplier and the payments against supply will be made within 30 days from the date the sanitary napkins supplied has been declared of STANDARD QUALITY, by the Empaneled laboratory of BPPI subject to various terms and conditions of the tender.

(l) Subject to the conditions mentioned in the Purchase Order, Tender Document, **Rate Contract** executed by the supplier and here under, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 30 days from the date of receipt of payment, failing which BPPI will not entertain any claim thereafter.

(m) **The Rate Contract (RC) awarded under the present tender enquiry will be in the nature of standing offer. Purchase Order (PO) may be placed from time to time against Rate Contract (RC). BPPI doesn't give any guarantee of minimum purchase under this Rate Contract.**

12. SUPPLY CONDITIONS

12.1. Purchase orders will be issued to the Tenderer(s) at the discretion of the BPPI as per actual requirements. All the supplies shall be received at the central warehouse at Gurgaon or any other place decided by BPPI.

12.2. Within 3 days from the receipt of purchase orders the Tenderer should inform BPPI through fax and mail the confirmation for the receipt of the purchase order.

12.3. The Tenderer should also fax and mail the details of supply dates as specified in Annexure, to BPPI within 7 days from the receipt of the purchase order. In case, the supply shall not be made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost. If no response is received within 7 days from the supplier / tenderer about supply of sanitary napkins as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the sanitary napkins ordered as per purchase order and BPPI shall purchase the sanitary napkins from alternative sources.

12.4. (a) For the first and subsequent purchase order, the supplier must supply the ordered quantity to CWH-Bilaspur, Gurgaon within **30 days** from the date of Purchase Order.

(c) If the above day for 12.4 (a) & (b) above happened to be a holiday for BPPI, the supply should be completed by 5.00 PM on the next working day.

(d) In case of Non- execution of the order, BPPI reserves the right to place purchase orders (partially/fully) on alternate source at the risk and cost of the default tenderer (s) without any notice/Information.

(e) If the Tenderer fails to execute the supply within the stipulated time, the BPPI is at liberty to make alternative arrangement for purchase of the items for which the Purchase orders have been placed, from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the BPPI has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 18.

(f) The liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions will be levied on the quantity supplied after the 30th day for 12.4 (a) & (b) respectively. However, no supplies will be accepted after 60th days for 12.4 (a) & (b) respectively from the date of issue of purchase order and the purchase order shall be cancelled at the risk and cost of the supplier. **However, the supplier must take prior approval from BPPI for supply of items beyond stipulated delivery period in Purchase order.**

12.5. Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders. **Further, supplies against a purchase order are to be made in**

minimum numbers of batches as far as possible and same batch should not be supplied in repeated consignment.

12.6. The supplied sanitary napkins should have the prescribed specifications throughout the shelf life period as prescribed in the standards. Each batch of product (s) supplied items should have ingredients of the high-quality materials at the entry level to the CWH Gurgaon as prescribed in the official standards throughout its shelf life. Failure to comply with this condition may lead to rejection of items at discretion of BPPI.

12.7. The Tenderer must submit an Analysis report for every batch of sanitary napkins along with invoice. In case of failure on part of the supplier to furnish such report, the batch of sanitary napkins will be returned to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The sanitary napkins supplied by the successful Tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

12.8. Tenderer should supply the product with minimum 90% shelf life. All products where shelf life is not applicable, the suppliers are advised to offer maximum warranty period as per statutory norms and market practice.

12.9. If at any time the Tenderer has, in the opinion of the BPPI delayed the supply of sanitary napkins due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the sanitary napkins may be extended by the BPPI at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

12.10. The supplier shall not be liable to pay LD and forfeiture of security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

12.11 Suppliers are required to supply the items within the delivery period mentioned in the purchase order. In this regard it is informed to the bidders that their performance shall be considered unsatisfactory in case of delayed supply (beyond delivery period) or non-supply of products. BPPI may reject their bid in future tenders considering their unsatisfactory performance of supplies.

13. LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in **ANNEXURE-X. The name of the sanitary napkins shall be mentioned in English and Hindi.**

13.1. Tenders for the supply for Products shall be considered only if the Tenderer gives an undertaking that the product(s) will be prepared as per the specifications such as name, minimum size and packed with appropriate size of the product as per the design enclosed as per **ANNEXURE –X**.

13.2 All products have to be supplied in standard packing with printed logogram of proportionate size and shall also confirm to all standards as applicable.

13.3. Failure to supply Sanitary napkins etc., with the printed logogram of proportionate size will be treated as breach of the terms of Rate Contract / violation of tender conditions. The purchase order shall be cancelled at the risk and cost of the supplier. However, if such failure continuous despite notice, will be viewed as a serious lapse and initiate blacklisting of the supplier.

Tenderers who are not willing to agree to conditions above will be summarily rejected.

14.PACKING

14.1 The sanitary napkins shall be supplied in the package specified in **ANNEXURE-VII**, and the package shall carry the logograms of proportionate size specified in **ANNEXURE-X**. Affixing of labels in smaller size will be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 18.3

14.2 It should be ensured that only first-hand fresh packaging material of uniform size is used for packing.

14.3 All primary packing containers should be strictly conforming to the specification included in there Levant standards.

14.4Packing should be able to prevent damage or deterioration during transit.

14.5 In the event of items supplied found to be **not as per specifications in respect of their packing and logogram**, the BPPI., is at liberty to make alternative purchase of the items of sanitary napkins for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 18.3.

15.QUALITY TESTING

15.1. Samples of supplies from each batch will be chosen at the point of dispatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of BPPI. The samples will be sent to different laboratories including Government Testing Laboratory for testing as decided by the BPPI Handling and testing charges will be deducted by BPPI for the above purpose, as specified in Clause 17.

15.2. The Sanitary napkins shall have to maintain the standard at the prescribed level as indicated in official compendiums throughout the shelf life period. The samples will be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for

blacklisting as per clause 19 irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be “Not of Standard Quality” or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

15.3. In the event of the samples of Sanitary napkins supplied fails in quality tests or found to be not as per specifications, the BPPI is at liberty to make alternative purchase of the items of sanitary napkins for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 19.

15.4. The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the BPPI. In case of any complaint in the field, the B.M.R/B.P. R for the batch of the product(s) supplied shall be produced when demanded.

15.5. The supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.

15.6. The case of admixture of sanitary napkins will be treated as a violation of tender conditions and fine will be levied as per clause 19. If such lapses happen more than twice in a tender period, such cases will be treated as “Misbranded sanitary napkins”.

16.PAYMENT PROVISIONS

16.1. No advance payments towards costs of sanitary napkins., will be made to the Tenderer.

16.2. Payments towards the supply of sanitary napkins will be made within 90 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original (**ANNEXURE -XII**) to make the payment through RTGS/Core Banking/NEFT.

16.3. All bills/Invoices should be raised in triplicate and in the case of excisable sanitary napkins, the bills should be drawn as per Central Excise Rules in the name of Bureau of Pharma Public Sector Undertakings of India. 8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055 or in the name of any other authority as may be designated.

16.4. (i) Payments for supply will be considered only after supply of minimum 50% of sanitary napkins ordered in the individual Purchase Order PROVIDED reports of Standard Quality on samples testing are received from Government Analyst or Approved Laboratories of BPPI.

(ii) However, in case of cancellation of a purchase order due to failure in delivery, payment for part supplies less than 50% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

(a) If the Tenderer have supplied at least 50% of the quantity ordered in the subsequent purchase order within delivery period stipulated in purchase order from the issue of such purchase order.

(b) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid within 90 days from the date of last supply.

(c) The payment for part supply as mentioned above will subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

16.5. If at any time during the period of contract, the price of tendered items 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 bound to inform the BPPI immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Tenderer fails to notify or fails to agree for such reduction of rates.

16.6. (a) In case of any increase or decrease in the taxes, such as excise duty, customs duty, sales tax, VAT etc., after the date of submission of tenders and during the tender period, such variation in the taxes will be to the account of the BPPI. For claiming the additional cost on account of the increase in taxes, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to BPPI from the concerned Excise authorities and also must claim the same in the invoice separately. However, the basic price structure and the price of the sanitary napkins approved under the tender shall not be altered.

Similarly, if there is any reduction in the taxes and statutory levies as notified by the Govt., after the date of submission of tender, the Tenderer will be paid based on the unit rate worked out on the basis of the reduced taxes/statutory levies without any change in the basic price or the price structure of the sanitary napkins approved under the tender.

Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

However, if the firm supplies after originally stipulated Delivery period, increase in Excise duty/taxes due to statutory variation in Excise duty/taxes shall be borne by the supplier. In case of decrease in Excise duty/taxes due to statutory variation in Excise duty/taxes, the same shall be passed on by the supplier to the BPPI.

(c) In case of successful bidder enjoying excise duty exemption on any criteria of turnover, area based etc., such bidder will not be allowed to claim excise duty at a later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

17. HANDLING & TESTING CHARGES:

In all supplies, 1.5% of the supply value shall be deducted towards handling & testing charges.

18.LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1. If the supply reaches the designated places or Central Warehouse after 5 PM of 45th day from the date of issue of the Ist purchase order and after 5 PM of the 30th day from the date of issue of the subsequent purchase order, a liquidated damage will be levied at 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the BPPI has suffered any damage/loss or not, on account of delay in effecting supply. If the 45th/30th day happens to be a holiday the supply will be accepted on the next working day without any penalty.

18.2 If the supply is received in damaged condition, open delivery of the supplies shall be received, wherein it is possible to physically inspect the shipment. Damaged products shall not be accepted.

18.3 All the Tenderers are required to supply the product(s) with printed logogram of appropriate size on the strips, blisters, vials, ampoules& bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product and/or a separate damage will be levied @ 5% of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.5 and 13.3.

19.DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:

19.1. If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the issue of the letter from the BPPI Such stock shall be taken back at the expense of the Tenderer. Further, actual handling and testing charges shall be paid to BPPI by the supplier otherwise these charges shall be recovered from their pending bill/EMD/security deposit. The BPPI has the right to destroy such “NOT OF STANDARD QUALITY sanitary napkins” if the Tenderer does not take back the goods within the stipulated time. The BPPI will arrange to destroy the “NOT OF STANDARD QUALITY sanitary napkins” after the expiry of 30 days mentioned above without further notice and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the sanitary napkins rejected till such time stipulated. Further, the cost of disposal shall be recovered from the supplier.

19.2. If any Sanitary napkins supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of total such batches supplied will be recovered from the Tenderer, if payment had already been made to him. In other words, the Tenderer will not be entitled to any payment whatsoever for Items of sanitary napkins found to be of “NOT OF STANDARD QUALITY” whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of sanitary napkins from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

19.3. For the supply of Adulterated/Spurious, to BPPI, BPPI reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company. If the tenderer is blacklisted, the tenderer shall also not be eligible to participate in tenders of Tender Inviting

Authority of BPPI for supply of sanitary napkins for a period of 5 years from the date of blacklisting. In case of supply of NOT OF STANDARD QUALITY sanitary napkins to BPPI, the product shall be blacklisted by BPPI and no further supplies shall be accepted for the sanitary napkins. The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such sanitary napkins for a period of 2 years from the date of blacklisting. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.

19.4. The Tenderer shall furnish the source of procurement of raw material utilized in the formulations, if required by the BPPI. The BPPI reserves the right to cancel the purchase orders, if the source of supply is not furnished.

19.5. The decision of the BPPI or any officer authorized by him, as to the quality of the supplied sanitary napkins., shall be final and binding. In such cases, the BPPI will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security deposit.

19.6. For contravention of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the BPPI, and the Tenderer shall be liable to pay for all losses sustained by the BPPI in consequence of the termination which may be recovered from the Tenderer, as per rules besides forfeiture of Security deposit.

19.7. Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Security deposit.

19.8. In the event of making Alternative Purchase, as specified in Clause 12.4 (a), Clause 14.5 and in Clause 15.3 penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the BPPI in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

19.9. In all the above conditions, the decision of the BPPI shall be final and binding.

20. BLACKLISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

20.1. BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

(a) If the Tenderer(s) fails to execute the agreement / to perform the obligations under the tender conditions / commits default in the performance of the contract, such Tenderers will be blacklisted

for a period of 2 years by BPPI from the date of observing the defect besides forfeiture of Security deposit.

BLACKLISTING FOR QUALITY FAILURE

20.2.1. Quality Test by the Empaneled Laboratories of BPPI

a. Each and every batch of sanitary napkins shall be subjected to quality test by the Empaneled laboratories.

b. The samples collected from each batch of supply of each sanitary napkins will be sent to the empaneled testing laboratories for testing the quality of sanitary napkins. In addition to the above BPPI shall also draw the samples of products supplied in the market place and get the same tested, to make sure the products are conforming to quality requirements.

c. If such sample passes quality test in all respects, BPPI will instruct its Warehouse to release such items of sanitary napkins.

d. If the sample fails in quality test and report is received certifying that sample is “NOT OF STANDARD QUALITY” then supplies will be rejected & no further procurement of that sanitary napkins from the supplier for two years from the date of sample being declared not of standard quality. If the supplier challenges and request for re- testing, the rejected supply shall be tested in two labs simultaneously at the cost of supplier. The cost testing shall be recovered from the supplier.

(i) If such sample passes the quality test in both laboratories, the sanitary napkins representing the sample shall be qualified for issue to various Institutions.

(ii) If the sample passes in one laboratory and fails in other laboratory or fails in both laboratories, the supply shall be rejected. No further procurement of said sanitary napkins shall be made from such supplier.

(iii) If 3 batches of item/sanitary napkins supplied by the same supplier is reported to NOT OF STANDARD QUALITY in specification, then the firm shall be blacklisted for 2 years after observing procedure laid down in Para 20.2.3 besides forfeiture of Security Deposit.

20.2.2 Quality Test by Statutory Authorities:

(a) If any sanitary napkins is declared “NOT OF STANDARD QUALITY”, by any government agencies or drug licensing authority, the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals/JAS will be retrieved.

(b) If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period or during quality check within shelf life period, the company/firm shall be blacklisted for a period of 2 **years from the date of blacklisting** after observing procedure laid down in Para 20.2.3.

20.2.3 Procedure for Blacklisting:

(i) On receipt of complaint from Distributer/retailers/customers or report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is "NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS" (As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the CEO, BPPI may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Security deposit.

(ii) If a particular item of the sanitary napkins has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular item floated by the BPPI until the period of blacklisting is over.

(iii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the BPPI until the period of blacklisting is over.

20.3 BLACKLISTING FOR NON-SUPPLY:

Due to non-supply of item against any purchase order, 5 % value of purchase order shall be recovered from the supplier in addition of other penal like risk purchase. In case of repeated circumstances of non-supply of items i.e. 3 times, the supplier may be blacklisted for 2 years in addition of forfeiture of security deposit/ EMD and other penal action.

21.SAVING CLAUSE:

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

22.RESOLUTION OF DISPUTES

(i) The BPPI and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,

ARBITRATION AND JURISDICTION

Normally, there should not be any scope of dispute between the BPPI and the supplier after entering into a mutually agreed valid contract/ Rate Contract.

However, due to various unforeseen reasons, problems may arise during the progress of the contract/ Rate Contract leading to disagreement BPPI and the supplier shall first try to resolve the same amicably by mutual Consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the BPPI or the supplier shall give notice to other party of its intension to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator to be appointed by the President/ CEO of BPPI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be final and binding on the parties.

23.APPEAL:

- (i) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Chairman, BPPI within ten days from the date of receipt of order and the Chairman, BPPI shall dispose the appeal within fifteen days from the date of receipt of such appeal.
- (ii) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the BPPI.

24.CONTACTING THE BPPI BY THE BIDDER:

- (i) No bidder shall contact the *BPPI* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- (ii) Any effort by a bidder to influence the *BPPI* in the *Purchaser's* bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

25.FRAUDULENT AND CORRUPT PRACTICES:

(1) For bidders:

It is purchaser's policy to ensure that suppliers and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. *(In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper)* In pursuance of this policy, the purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ("another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.

(ii)“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution).

(iii)“collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive level*].

(iv)“coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a *“party” refers to a participant in the procurement process or contract execution*).

(iv) “obstructive practice” is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring in eligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

(2) For suppliers:

If the BPPI determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the BPPI may, after giving 7 days’ notice to the Supplier, terminate the Supplier’s engagement under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier besides blacklisting the bidder for 5 years with forfeiture of Security Deposit apart from other penal actions.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(v) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for.

26.JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Delhi only.

ANNEXURE I
(BARCODE REQUIREMENTS}

Reference clause 2(i)

**GS1 barcode requirements on Drugs procured by Bureau of Pharma
Public Sector undertakings of India (BPPI)**

These requirements cover sanitary napkins procured by Bureau of Pharma Public Sector Undertakings of India (BPPI), New Delhi meant for supply and distribution through BPPI regulated distribution channel.

Barcode based on GS1 identification standards are provided below at various levels of product packaging which includes primary, secondary and shipper/carton levels and need to be complied with while supplying sanitary napkins to BPPI.

GS1 India is unique identification & barcoding standards body setup by Ministry of Commerce & Industry, Govt. of India along with APEDA, BIS, Spices board, IIP and apex industry chambers like CII, FICCI, ASSOCHAM to assist India industry and govt. bodies on adoption of global standards.

Suppliers are also required to provide GS1 subscription validity certificate at the time of supply of medicines/drugs issued by GS1 India. For validity certificate suppliers can contact GS1 India at 011-42890-846.

Barcodes based on GS1 global standards are required to be printed on product packaging at primary, secondary and tertiary packaging levels **in addition** to other, existing statutory labelling & marking requirements.

Technical Specification for GS1 Standards

Tertiary Level Pack:

Is defined as a level of packaging that shall contain one or more secondary/primary levels of packaging and is also considered as the final logistics unit like shippers/pallets.

The Tertiary label will carry two barcodes in GS1-128 format

First Barcode

- a) *Unique product identification code (GTIN - Global Trade Identification Number)*
- b) *Manufacturing Date*
- c) *Expiry date*
- d) *Batch no.*
- e) *Quantity*

Second Barcode

- f) *Serial Shipping Container Code (SSCC) –*

Note-

- 1) *While encoding Manufacturing and expiry date in the barcode, if a specific Manufacturing or expiry date is not printed on the finished pack/drug then Supplier should select first day of the month as the Manufacturing date and Last day of the month as expiry date.*

Example- If Shelf life is 24 months, April 2019 manufacturing date should be encoded as 190401 and March 2021 expiry date as 210331.

- 2) *SSCC number of the Tertiary pack should never be reused on another Tertiary pack irrespective the Item, Batch or expiry is different.*
- 3) *For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.*

Attribute	Description	Length	Nature	Data Type
(02)	<i>Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>


0 8901072 00253 3	<i>Unique Product Number-GTIN-14</i>	14	<i>Fixed</i>	<i>Numeric</i>
(11)	<i>Application Identifier to indicate Manufacturing date Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
180101	<i>Expiry Date in YYMMDD format</i>	6	<i>Fixed</i>	<i>Date</i>
(17)	<i>Application Identifier to indicate Expiry date Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
220131	<i>Expiry Date in YYMMDD format</i>	6	<i>Fixed</i>	<i>Date</i>
(10)	<i>Application identifier to indicate Lot/batch number Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
BATCH123	<i>Batch No / Lot No</i>	20	<i>Variable</i>	<i>Alphanumeric</i>
(37)	<i>Application identifier to indicate Quantity in Outer Carton</i>	2	<i>Fixed</i>	<i>Numeric</i>
500	<i>No of Primary packs like number of sanitary napkins in</i>	<i>Up to 8</i>	<i>Variable</i>	<i>Numeric</i>

	the tertiary.			
(00)	Application identifier to indicate the SSCC Brackets not encoded in the barcode	2	Fixed	Numeric
1 8901072 000000000 6	Unique number of the tertiary pack. It should never be reused.	18	Fixed	Numeric


Recommended Barcode – GS-128

To, BPPI	Mnfd By, AAA Pharma Company 125, SEZ Ahmedabad-382213 Gujrat
-------------	--

Drug Name: Dobucin 500 mg
Exp Date: 31 Jan 2022
Batch No: BATCH123



(02) 0 8901072 00255 3 (11) 160101 (17) 220131 (10) BATCH123 (37) 500



(00) 1 8901072 000000000 6

Secondary Level Pack:

Is defined as a level of packaging that may contain one or more primary packages usually termed as Mono-carton/carton

Secondary level barcode can be generated using 2D- GS1 Data matrix or 1D- GS1-128 format.

Note-

- 1) Shrink wrap packaging will not be considered as Secondary level packaging.
- 2) For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.

Data Attributes Captured in GS1 Data matrix format

- 1) *Unique product identification code (GTIN)*
- 2) *Batch No.*
- 3) *Qty- No of sanitary napkins*

Attribute	Description	Length	Nature	Data Type
(02)	<i>Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
0 8901072 00253 3	<i>GTIN-14- Unique product code with first digit being the packaging indicator</i>	14	<i>Fixed</i>	<i>Numeric</i>
(10)	<i>Application identifier to indicate Lot/batch Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
BATCH123	<i>Batch No / Lot No</i>	<i>Upto 20</i>	<i>Variable</i>	<i>Alphanumeric</i>
(37)	<i>Application Identifier to indicate serial number Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
5	<i>Quantity/Units in Secondary pack</i>	<i>Upto 8</i>	<i>Variable</i>	<i>Alphanumeric</i>

Recommended Barcode depending upon the space available – GSI Data matrix

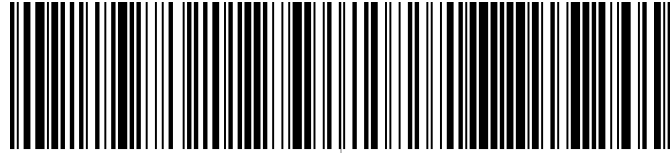
Or

GSI-128



(02) 0 8901072 00255 3
(10) BATCH123
(37) 5

or



(02) 0 8901072 00255 3 (10) BATCH123 (37) 5

Primary Level Pack:

Is defined as the first level of packaging in direct contact with the sanitary napkins.

Scenario-I Primary pack with a Mono-carton/Carton/Secondary level pack


For primary packaging packed in a Mono-carton/Secondary pack carton

a. Unique product identification code (GTIN)

Note-

1) For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.

Attribute	Description	Length	Nature	Data Type
(01)	Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode	2	Fixed	Numeric
0 8901072 00253 3	GTIN-14 with first digit being the packaging	14	Fixed	Numeric

	<i>indicator</i>			
<i>Recommended Barcode – GSI Datamatrix,</i>	 (01) 0 8901072 00255 3			

Scenario-II Primary pack without Mono-carton/Secondary level pack

For Primary packaging going directly into Tertiary pack without a Carton/Mono-carton/Secondary pack

- 1) *Unique product identification code (GTIN)*
- 2) *Batch No.*

Note-

- 1) *For converting, GTIN-13 into GTIN-14, kindly use “0” as a prefix for all levels of packaging.*



Attribute	Description	Length	Nature	Data Type
(01)	<i>Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
	<i>GTIN-14- Unique product code with first</i>	14	<i>Fixed</i>	<i>Numeric</i>

0 8901072 00253 3	<i>digit being the packaging indicator</i>			
(10)	<i>Application identifier to indicate Lot/batch</i> <i>Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
<i>BATCH123</i>	<i>Batch No / Lot No</i>	<i>Upto 20</i>	<i>Variable</i>	<i>Alphanumeric</i>

Mandatory mapping of Manufacturer's GTIN with BPPI Drug code on GS1 application-

- GS1 has facilitated an online application to link Manufacturer GTIN code with BPPI Drug code. The manufacturer must update the same before sending the physical consignment to BPPI.
- Kindly contact Mr. Ankit Arora or Mr. Amrit Garg for the same at 011-42890846/42890818 or write email at ankit@gs1india.org or amrit@gs1india.org

Barcode Design and Printing-

- For BPPI suppliers, GS1 India has facilitated an online application to generate the barcode designs for each level of packaging.
- Using the same, the supplier will be able to generate Primary, secondary and Tertiary barcodes as per BPPI format.
- Kindly contact Mr. Ankit Arora or Mr. Amrit Garg for the same at 011-42890846/42890818 or write email at ankit@gs1india.org or amrit@gs1india.org

Please contact GS1 India office for any further assistance –

GS1 India
 (Under Min. of Commerce, Govt. of India)
 330, 2nd Floor, 'C' Wing, August Kranti Bhawan,
 Bhikaji Cama Place, New Delhi - 110066
T +91-11-42890890, (D) +91-11-42890846
F +91-11-26168730
E ankit@gs1india.org
W <http://www.gs1india.org>

ANNEXURE –II
Ref. Clause No. 4.1(a)(ii)
DECLARATION

I/We M/s. represented by its Proprietor/Managing Partner /Managing Director having its registered office atand its factory premises at
.....do hereby declare as under: -

(I) that I/we have carefully read all the terms and conditions of tender in ref. no. **BPPI/SURGICAL/RC-103/2019 dated 28/05/2019** including Amendment(s) to Tender document (if any) issued by Bureau of pharma public sector undertakings of INDIA, New Delhi, 110055 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) that I/We are is manufacturer and uploaded the (a) valid license for quoted items and GMP/ISO 9001 (b) valid registration certificate Director of registration / NSIC for quoted items, (c) 2 years market standing certificate for quoted Sanitary napkins issued by C.A. or ICWA for quoted Sanitary napkins, /CA, (d) a certificate for manufactured & marketed of two batches for quoted Sanitary napkins within 3 years issued by CA or ICWA, (e) valid Non conviction certificate not older than 6 months issued by by CA or ICWA, (f) Valid sale license holding and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document. On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, any document uploaded with technical bid is not complying as per undertaking, the contract/Rate Contract shall be cancelled with forfeiture of EMD/SECURITY DEPOSIT/Bank guarantee against tender no. BPPI/SURGICAL/RC-103/2019 dated 28/05/2019 along with other action.

(III) I/We declare that we possess the valid manufacturing license issued by competent authority and complies and continue to comply with the condition and undertaking as under.:-

I am / We are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and /or Security Deposit and blacklist me/us for a period of 5 years if, any information

furnished by us proved to be false at time the of inspection and not complying the condition as per schedule M of the said Act for a period of five years.

(IV) (a) I do hereby declare that I will supply the sanitary napkins with bar code as per ANNEXURE I and as per the design as per enclosures to ANNEXURE XII enclosed with tender document as well as other instruction given in this regard.

(b) Further, I / we do hereby declare that I will supply the Sanitary napkins by affixing logo on Primary/Secondary/ Tertiary packing for the items along with the generic name as per the designs given in enclosures to Annexure XII as well as other instructions given in this regard.

(V) that in pursuant to the conditions in Clause No. 7.2 of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and non-performance of the obligation under tender document.

(VI) that our company/applied items have not been blacklisted/debarred/de-registered/banned due to quality failure of the Sanitary napkins supplied either by any State Government / Central Government/ BPPI/Central or State Government's procurement agencies for the following products quoted in the tender at the time of submission of bid. Further, quoted Sanitary napkins have not been failed in house testing or testing by any State Government/Central Government / its sanitary napkins procurement agencies during last two years. We are eligible to participate in the tender ref. No. **BPPI/SURGICAL/RC-103/2019 dated 28/05/2019** for the following products: -

S. No.	Item Code	Name of the Sanitary napkins

Signed.....

Name
Designation
(Company Seal)

Witness:-(1).....

(2).....

To be attested by the Notary

ANNEXURE-III

Ref. Clause No. 3(ii), 4.1(b) and 7.1

DETAILS OF E.M.D SUBMITTED

UPLOAD THE SCANNED COPY OF DRAFT/ PAY ORDER/BANK GURANTEE

ANNEXURE- IV

Ref. Clause No. 4.1(c)

{Format for a certificate from the C.A. (Chartered Accountant) or Company Secretary }

(I) It is certified that M/s. is a Private Ltd./Ltd./Proprietorship/Partnership company/firm and they have PAN no.....and GST registration no.They have filed Income tax returned and GST returned up to date. The authorised signatory of the company/firm is Shriand whose signature is attested as under: -----

(II) The annual Turnover of M/s.for the past three years are given below and certified that the statement is true and correct.

S.No.	Financial Year	Turnover in Lakhs(Rs.)
1.	2015-16	
2.	2016-17	
3.	2017-18	

TOTAL Rs.....Lakhs

Average Turnover per annual Rs.....Lakhs

(III) It is certified that M/s _____ has Production & financial capacity to manufacture and deliver the Sanitary napkins quoted by them in the tender as per quantity & delivery schedule mentioned in tender. This certificate is based on their Manufacturing capacity, inventory of raw Material and financial statement.

(IV) Further, it is certified that M/Sis Micro and Small Enterprises (MSE) and registered with Director of Industries of concerned State/UT or appropriate authorities for quoted Sanitary napkins against BPPI tender No.

BPPI/SURGICAL/RC-103/2019 and eligible for exemption of paying EMD. This MSMEs is owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs.

(V)They have manufactured & marketed 2 or more commercial batches of sanitary napkins

Date

(Name, Signature & Stamp)
Registration no.

NOTE

- (i) Strike which is not applicable in above certificate.
- (ii) MSEs would be treated as owned by SC/ ST entrepreneurs: a) In case of proprietary MSE, proprietor(s) shall be SC /ST b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

ANNEXURE – V

Ref. Clause 4.1 (o)

CHECK-LIST (Whether Uploaded the documents)

COVER – A

S.No.	Check List	YES	NO
1.	Checklist - ANNEXURE – V		
2.	EMD Rs. 100000/- in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft uploaded as per ANNEXURE-III DD No..... Dated..... issued by (name of bank) and delivered to BPPI . Uploaded valid MSME/NSIC certificate for exemption if any.		
3.	Scanned copies of documentary evidence for the constitutions of the company / concern		
4.	Scanned copy of License for the Product duly approved by the Licensing Authority for each and every product quoted		
6.	The instruments such as power of attorney, Resolution of board etc.,		
7.	Authorization letter nominating an officer of the Tenderer on the printed letter head of the company to transact the business with the BPPI		
8.	Scanned copy of two years Market Standing Certificate issued by C.A. or ICWA		
9.	A certificate from their C.A. or ICWA that manufactured at least 2 commercial batch in last three years.		
10.	Valid GMP/ISO 9001 certificate (Strike which is not applicable).		
11.	Scanned copy of Non-Conviction Certificate issued by the licensing authority not older than 6 months for quoted product		
12.	Scanned copy of valid registration certificate from director of Industries/ District Industries Centers /NSIC		

13.	Scanned copy of certificate of recognition as startup by Department of Industrial Policy and Promotion for quoted item for relaxation of prior turnover and prior experience (if applicable).		
14	Submission of at-least 10 Samples of quoted Items in BPPI.		
15	Scanned copy of valid GS-1 registration certificate (Annexure I) for bar coding		
16.	Financial Statements along with schedule of account for FY 2015-16, 2016-17 and 2017-18 duly attested by the competent authority.		
17	Scanned copy of ANNEXURE –II (Declaration for eligibility in participating the tender) and original Annexure II delivered to BPPI.		
18.	Scanned copy of ANNEXURE -V (Annual Turnover Statement for three years of Manufacturer.)		
19.	Scanned copy of ANNEXURE-VIII (Details for shelf life and Manufacturing Capacity)		
20	Scanned copy of ANNEXURE—XI (Mandate form)		
21.	Annexure XII indicating details of manufacturing License and two years Market Standing Certificate (MSC)		
22.	Annexure XIII indicating details of manufacturing License and two years Market Standing Certificate (MSC)		

NOTE: -EMD instrument, original ANNEXURE II, original Annexure V and Samples are to be delivered in original to BPPI, New Delhi on or before the time stipulated against ‘Bid-opening Date’.

Name and signature of authorized signatory (with company seal)

ANNEXURE –VI

(Ref: -Clause 7.1)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas (herein after called the

“tenderer”) has submitted their offer dated..... for the supply

Of sanitary napkins (hereinafter called the “tender”) against the purchaser’s tender enquiry No. BPPI/SURGICAL/RC-103/2019 KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto Bureau of Pharma Public Sector Undertakings of India New Delhi (hereinafter called the “Purchaser) in the sum of Rs. One lakh only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of2019.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to 31.05.2020 and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

Annexure -VII

Clause 8.1 & 8.2

Bureau of Pharma Public Sector Undertakings of India, New Delhi
Tender for supply of sanitary napkins (Tender No. BPPI/SURGICAL/RC-103/2019 dated
(28/05/2019)

(1)	(2)	(3)	(4)	(6)	(7)
S. No.	Item Code	Name and description of Items	Unit Size	Shipper Pack Size	Tender quantity in unit size
1	8143	Sanitary Napkin: Size: Regular;	Pack of 6 Napkins	Pack of 6 Napkins X 160 packs	1200000
2	8144	Sanitary Napkin: Size: Large;	Pack of 6 Napkins	Pack of 6 Napkins X 160 packs	1250000

Annexure VII (A)

SPECIFICATION

<u>Sl. No.</u>	<u>Specification</u>	<u>Weight of the single Pad (in Gm)</u>	<u>Sizes (Length x Width x Thickness) (in mm)</u>	<u>Unit Pack</u>	<u>Certification / BIS Marketing</u>
<u>1</u>	Sanitary Napkin: Size: Regular; Pad Type: with Tab;	8± 1 gm	200 ± 10 X 160 ± 5 X 10 ± 1.5	Pack of 6 Napkins	IS: 5405/1980 (First Revision) reaffirmed 2012 with amendment No. 1 (except Sizes) and further amendments from time to time

Annexure VII (B)

SPECIFICATION

<u>Sl. No.</u>	<u>Specification</u>	<u>Weight of the single Pad (in Gm)</u>	<u>Sizes (Length x Width x Thickness) (in mm)</u>	<u>Unit Pack</u>	<u>Certification / BIS Marketing</u>
<u>1</u>	Sanitary Napkin: Size: Large; Pad Type: with Tab;	9 ± 1 gm	240 \pm 10 X 160 \pm 5 X 10 \pm 1.5	Pack of 6 Napkins	IS: 5405/1980 (First Revision) reaffirmed 2012 with amendment No. 1 (except Sizes) and further amendments from time to time

Annexure – VIII

{Ref: - clause 8.1(ii)}

S. No.	Item Code	Name and description of Items	Unit Size	Shelf life (in month) for quoted item	Manufacturing Capacity per year in Unit size
1	8143	Sanitary Napkin: Size: Regular;	Pack of 6 Napkins	36	
2	8144	Sanitary Napkin: Size: Large;	Pack of 6 Napkins	36	

ANNEXURE IX

Letter of acceptance of tender for Rate Contract

Speed post/e-mail

Ref. No. BPPI/SURGICAL/RC-103/2019

Date:

To,

M/S

Sub: Tender for the Supply of sanitary napkins to BPPI for two years: Acceptance tender for Rate Contract.

Ref: Your quotation against BPPI e-Tender No. BPPI/SURGICAL/RC-103/2019 dated: 28/05/2019 opened on (Technical Bid) & on(Price bid).

Please refer to your quotation i.e. technical and price bid (BOQ) along with enclosures/Annexure against subject tender read with your subsequent clarification/confirmation for the supply of SANITARY NAPKINS to BPPI, the rate offered/accepted by your firm has been approved for Rate Contract for two years from the date of issue of this letter.

S. No.	Item Code	Name of items	Unit Size	Rates in Rs. Per unit exclusive of GST	Rate of GST (%)	Rates in Rs. Per unit inclusive of GST

- The contract will be with financial limit and BPPI can place the Purchase Order with unlimited variation in quantities indicated in the tender.
- The estimated value of the contract awarded to you is Rs.....(in word).
- Performance Security Deposit @5% will be deducted from each bills and accumulated security deposit will be refunded by BPPI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf life obligation.
- Approval for Artwork should to be obtained from our Quality Control department by you within 30 days of release of this letter. (e-mail id: regulatory@janaushadhi.gov.in)
- As per clause 8.6 of Tender document, the Rate Contract validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.

7. The terms and conditions of Rate Contract shall be applicable as mentioned in tender document. By issue of this acceptance letter, the Rate Contract is hereby concluded.

Please acknowledge receipt.

BPPI,

ANNEXURE-X

Ref. Clause no 13

DECLARATION

I do hereby declare that I will supply the sanitary napkin as per the design in enclosures to this Annexure *as well as other* instruction given in this regard.

Signature of the Tenderer

(Name in capital letter with designation)

Enclosure 1 to ANNEXURE-X

Ref. Clause no 13

DESIGN FOR PRIMARY PACKING

1. BPPI Logogram should be placed along with the address as given below
2. BPPI helpline number 1800 180 8080 should be printed

Manufactured for :



Bureau of Pharma Public Sector Undertakings of India

8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055

BPPI ITEM CODE--XXXX

Or

Manufactured for :



Bureau of Pharma Public Sector Undertakings of India

8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension,
New Delhi-110055

BPPI ITEM CODE--XXXX

SPECIMEN LABEL FOR MONO CARTON (Secondary Packing)

Generic Name of Product



Manufactured for :

Bureau of Pharma PSUs of India

8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055

BPPI helpline number 1800 180 8080

BPPI ITEM CODE--XXXX

Note: An additional to statutory requirement under Drug & Cosmetic Act 1940 and rules 1945

Enclosure 1 to ANNEXURE-X

Ref. Clause No.14.1

SCHEDULE FOR PACKAGING OF ITEMS GENERAL SPECIFICATIONS

A. Primary Packing:

- Polythene Bag of Qualitative Material with GSM 35-40;
- Packing should conform to size of product and properly sealed;
- Designing and printing shall be strictly as per the specifications provided BPPI using weather-proof ink;
- Printing shall not wipe off and remain intact during use
- e Packaging should not tear in routine handling;
- Design of Primary Packing shall be subject to approval of BPPI.
- Primary packaging should also contain NHM Helpline No(s). - 18001800102 (in Kashmir Division) and 18001800104 (in Jammu Division)

B. Secondary Packing:

- Boxes made of corrugated paper sheet containing 5 x 120 GSM or effective 720 GSM for easy handling, transportation, distribution and to avoid tear;
- Each box shall be able to keep 160 primary packages;
- Packing material of Secondary Packing shall have minimum bursting strength of 9-10 Kg/ Cm²;
- Designing and Printing shall be made as provided by the BPPI and according to Primary Packing;
- On the exterior of secondary package, following information, either stenciled or labelled, in bold letters in the Font 'Arial' - Size '14' with waterproof ink in a legible manner:
 - a. Generic name of product;
 - b. Lot/ Batch No.;
 - c. Date, Month & Year of Manufacture;
 - d. Expiry Date, Month & Year or Best Before;
 - e. Manufacturer's Name & Registered Address along with Contact No.;
 - f. Consignee Address — District/ Block;
 - g. No. of Boxes contained in each carton;
 - h. Gross weight of each carton (in Kg);
 - i. Instructions for storage & handling;
 - J) Method of use along with instructions for disposal;
 - j. Indication as to which side is absorbent.

ANNEXURE-XI

Ref. clause 16.2

MANDATE FORM

S.No.	Details Required	
1.	Company Name	
2.	Postal Address of the Company	
	GST No.	
	Telephone No.	
	Fax No.	
	E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	E-mail ID	
4.	Name and Designation of the authorized company official	Name:
		Designation:
	Mobile No.	
	E-mail ID	
5.	Bank Details	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	

e) Branch Telephone no	
f) Branch E-mail ID	
g) 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank	
h) IFSC Code of the Branch	
i) Type of Account (Current / Savings)	
j) Account Number (as appear in cheque book)	

(In lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold Bureau of Pharma Public Sector Undertakings of India (BPPI) responsible. I have read the conditions of the tender / Rate contract entered and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Date:

Company Seal

Signature

Place:

(Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank

Bank Seal with address:

Annexure XIII: Additional Document

Tender No. BPPI/SURGICAL/RC-103/2019, Ref Clause No. 4.1 (P)

Date:

S. N.	Item Code (Only Quoted Items as mentioned in Annexure II)	Item Specification (As per Tender Specification)	Unit Size	Item Manufacturing License					Marketing standing Certificate (MSC) issued by C.A./C.S.		
				Item Manufacturing License No.	License Issue date	License Renewal Date	License Validity Date	Page no. of Document in uploaded Scan Copy	Market Standing Certificate Issue Date	Period of Marketing as per Marketing standing Certificate (MSC)	Page no. of Document in uploaded Scan Copy

Note: In case any details as desired above is missing/not submitted against quoted Items, the bid for such Items are liable to be rejected.

Signature:

Name:

Authorized Signatory:

Seal of the Company: