



REQUEST FOR BID

(Open E - Tender)

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

Tender Ref No.: RDD/ MSRLM/Sanitary Napkin /01/2018

eTender ID: 2018_MSRLM_371702_2

Date: 11th January 2019

Issued by:

**UMED - Maharashtra State Rural Livelihoods Mission
Rural Development and Panchayat Raj Department
Government of Maharashtra**

5th Floor, CIDCO Bhawan, CBD Belapur (South Wing)

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Disclaimer

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

copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TIA or any other costs incurred in connection with or relating to its bid.

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

1. Invitation of Bid

- a. Deendayal Antyodaya Yojana, National Rural Livelihoods Mission (DAY-NRLM) is an ambitious mission mode programme launched by Ministry of Rural Development, Government of India for eradication of rural poverty. Maharashtra State Rural Livelihoods Mission has been established to implement National Rural Livelihoods Mission (NRLM).
- b. On behalf of RDD, Govt. of Maharashtra, the Chief Executive Officer, Maharashtra State Rural Livelihoods Mission (MSRLM), invites Online Bids through e-Tender portal (<https://mahatenders.gov.in>) from eligible Primary Manufacturers registered as Micro and Small Scale Industries, for supply of Sanitary Napkins on Rate Contract basis to the Women's Institutions as per the particulars mentioned in Section 1.1 of this tender document.
- c. The bidders are advised to study this tender document carefully, before submitting their bids in response to this Notice Inviting Tender. The submission of a bid in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. The main objective is to obtain a competitive price and ensure that the successful bidder supplies the item as per the requirement.
- d. The complete tender document has been published on <https://mahatenders.gov.in>. The downloaded bid document shall be considered valid for participation in the electronic bidding process (e-Tendering) subject to the submission of required Technical and Commercial proposal.
- e. The bidder(s) who wish to participate in this bidding process must register on - <https://mahatenders.gov.in>
- f. To participate in online bidding process, bidder(s) must procure a Digital Signature Certificate of appropriate class as per Information Technology Act - 2000 using which they can digitally sign and encrypt their electronic bids. The bidders can procure the same from any CCA approved certifying agencies. The bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- g. A two (2) envelope selection procedure shall be adopted.
- h. The bidder's (authorized signatory) shall submit their offer online in electronic formats for Technical and Commercial Bids.
- i. The TIA will not be responsible for any delay or error in online submission due to any reason. For this, bidder(s) are requested to upload the complete required bid documents well in advance so as to avoid issues like slow speed, or any other unforeseen problems.
- j. The bidder(s) are also advised to refer "Bidders Manual Kit" available on <https://mahatenders.gov.in> for further details regarding the e-tendering process.

1.1. Key Events and Dates

Sl.No.	Information	Details
1.	Date & Time for Commencement of Downloading Tender Document	Date:11/01/2019 Time: 9.30 AM
2.	Tender Reference Number	RDD/ MSRLM/Sanitary Napkin / 01 / 2018
3.	e-Tender ID	2018_MSRLM_371702_2
4.	Last date & time for downloading the Tender document	Date: 25/01/2019 Time: 6.00 PM
5.	Last date & Time for sending requests for clarifications	Date: 16/01/2019 Time: 1.00 PM
6.	Date, Time and place of Pre- Bid Conference	Date: 16/01/2019 Time: 3.00 PM Venue : Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra
7.	Last Date (deadline) & Time for submission of bids	Date: 25/01/2019 Time: 6.00 PM
8.	Last Date of Submission of Sample along with the test certificates from NABL NITRA/SITRA/ BTRA/ ILAC/ any equivalent accredited lab for the said product in sealed envelope as per Section 4.3, Point No. 12	Date:25/01/2019 Time: 5.00 PM Address : Maharashtra State Rural Livelihoods Mission, 5th Floor, CIDCO Bhavan (South Wing), CBD Belapur, Navi Mumbai – 400614, Maharashtra.
9.	Date and Time for Opening of Technical Bids	Date: 28/01/2019 Time:10.00 AM
10.	Date and Time for Opening of Commercial Bids	To be informed to the qualified bidder(s)

Note:

Bidders are requested to frequently visit <https://mahatenders.gov.in> to see any change in pre-bid meeting date, bid submission date etc. and any other changes made in the bidding document through corrigendum, MOM of pre-bid meeting etc.

1.2. Other Important Information related to Bid

Sr. No.	Information	Details
1.	Bid Validity Period	180 days from the date of opening of the Technical Bid
2.	Performance Security	Rs. 5.00 lakhs per division
3.	Last date for furnishing Performance Security in the form of Bank Guarantee (Refer Annexure 3) or demand draft (Payable at Mumbai) To CEO, Maharashtra State Rural Livelihoods Mission, GoM (By the successful bidder)	Within fifteen (15) working days of the date of notice of award of the contract [Letter of Intent (LOI)] or prior to signing of the contract whichever is earlier or as intimated in the LoI issued by MSRLM. The Performance Security shall be valid for 60 days after the ending of the rate contract/extended date of rate contract
4.	Last date for signing the contract	As intimated in LOI by the TIA

Sd-

Chief Executive Officer,**Maharashtra State Rural Livelihoods Mission**

2. Background

2.1 Introduction

In Maharashtra, UMED- Maharashtra State Rural Livelihoods Mission (MSRLM) is working with rural poor households by layering livelihood activities on their institutions to improve and enhance their livelihoods. Enhancement of livelihoods is done through a four-point approach which includes the following:

- a. Increasing income
- b. Increasing work days
- c. Reducing expenditure and
- d. Reducing risk

UMED is working with rural poor women by facilitating formation of Self Help Groups (SHGs), Village Organizations (VOs) and Cluster Level Federations (CLFs) (hereinafter called as Women’s Institutions). These groups are provided with hand-holding support through financial aids during the initial period of first six months from their formation. Additionally, support is also provided in building and strengthening their capacities in institutionalising, self-help, financial literacy, development issues etc.

About Asmita Project

Asmita Yojana is an initiative of Government of Maharashtra to create awareness on menstrual hygiene among women and young adolescent girls in rural Maharashtra to provide access to quality sanitary napkins at an affordable price through Self Help Groups. The target beneficiaries are school girls studying in Zilla Parishad Schools across rural Maharashtra. The sanitary napkins manufactured will be supplied through a network of members of registered Women’s Institutions living in rural areas. The napkins will be available to the beneficiaries at subsidized rates and the transaction will take place through use of Asmita cards owned by school girls. The non-ZP school girls will also be able to purchase Asmita sanitary napkins at rates lower than market rate.

2.2 Objective of the Project

- a. To promote awareness on menstrual hygiene among women and young girls in villages through Women’s Institutions.
- b. To provide sanitary napkins, to rural women and adolescent girls at an affordable rate through Women’s Institutions.
- c. To help Women Institutions increase their corpus through selling of Asmita sanitary napkins.

2.3 Implementation of the Project

Women’s Institutions shall procure the sanitary napkins from the selected bidder(s) and sell it to the girls and women in the village, adolescent girls of Zilla Parishad Schools and non ZP schools etc. in the rural Maharashtra, keeping suitable profit margin.

2.4 Scope of the Bid

Online bids are invited from eligible Primary Manufacturers registered as Micro and Small Scale Industries, for manufacturing and packaging of Sanitary Napkins on Rate Contract

basis for a period of three (3) years, for Women’s Institutions of MSRLM and MAVIM in the State of Maharashtra. MSRLM shall act as the central coordinating agency for the procurement of sanitary napkins by Women’s Institutions. The main objective is to obtain a competitive price through centralized coordinated procurement process. For this, MSRLM, on behalf of the Department of Rural Development, Government of Maharashtra, shall coordinate and oversee the procurement process, ensure that supply sanitary napkins at all talukas within the state of Maharashtra as per the requirement of the Women’s Institutions.

Rate Contract

This is a Rate contract Bid, the rate will be valid for a period of three (3) years from the date of finalization of rate contract. However, the approximate quantity requirement mentioned in the Annexure B, which may vary as per the need of the Women’s Institutions. The bidder(s) are expected to quote their best rate for the sanitary napkins. During the validity of the rate contract period, Women’s Institutions only are authorized on behalf of MSRLM to place purchase orders for sanitary napkins.

- a. Women’s Institutions (Purchaser) shall place the order online in a phased manner as per requirement during the rate contract period. TIA shall implement a software which is envisaged to have a provision for the same. An escrow account shall be opened at the central level wherein money for the order placed shall be paid at the time of order. After successful dispatch of the consignment by the successful bidder against order placed, payment will be released from this escrow account to the successful bidder(s).
- b. The successful bidder(s) shall have to manufacture and package the sanitary napkins within 7 days from the date of order placed.
- c. In case the ordered sanitary napkins are not manufactured and packed for dispatch within the stipulated period of 7 days, the TIA shall deduct Liquidated Damage (LD) charges as per the bid conditions.
- d. If at any time during the contract, the successful bidder(s) encounters conditions hindering performance of services, the successful bidder(s) shall inform the TIA, in writing within a week about the same. On receiving the successful bidder’s communication, the TIA shall examine the situation as soon as possible and, at its discretion, may agree to complete successful bidder’s contractual obligations by issuing an amendment to the contract.
- e. The successful bidder(s) shall provide a copy of invoice to logistic partner and one copy to consignee. The consignment must also include copy of lab test report. Where more than one batch of sanitary napkins is supplied under one invoice, the quantities in each batch supplied shall be clearly specified. The date of manufacture and quantity of each batch/lot shall be specified. The successful bidder(s) are cautioned that the variation in the description of product in the invoice/analysis report and actual supplies will be considered as an improper invoicing and will be dealt accordingly.
- f. In order to build awareness about the usage of sanitary napkins, successful bidder(s) has to provide design of various IEC materials to TIA.

3. Instructions to Bidders

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

3.1 General Information and Guidelines

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

3.2 Consortium /Joint Venture Conditions: Not Applicable

3.3 Tender Document Fees: Not Applicable

3.4 Earnest Money Deposit (EMD): Not Applicable

3.5 Contact Details

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

Name	Shri Pravin N Godse
Designation	State Mission Manager-Procurement Maharashtra State Rural Livelihoods Mission 5 th Floor, CIDCO Bhavan (South Wing) CBD Belapur, Navi Mumbai – 400614 Maharashtra
Email ID	pravingodse.msrlm@gmail.com
Phone	022 – 27562552/54

3.6 Pre-Bid Queries and Pre-Bid Meeting

The TIA will host a Pre-Bid Meeting for queries, if any, by the prospective bidder(s). The date, time and place of the meeting are specified in Section –1.1. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarifications or additional information, necessary for them to submit their bid. The bidders shall send their pre-bid queries as per the schedule specified in the tender document Section 1.1. The bidder(s) are required to send the queries only in the format specified in Annexure-5. The response to the queries will be published on <https://mahatenders.gov.in>. No telephonic queries will be entertained. This response of the TIA, against the Pre-Bid queries, shall become integral part of tender document.

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

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

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

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

3.8 Completeness of Response

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

3.9 Bid Process Cost

The bidder(s) shall be responsible for all costs incurred in connection with participation in the tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by the TIA to facilitate the evaluation process, and in negotiating a definitive Service Agreement (SA) and all such activities related to the bid process. This tender document does not provide any kind of

commitment on behalf of the TIA, to award a Contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award of the Contract for implementation of this project.

3.10 Right to Termination

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

3.11 Authentication of Bids

The original bid will be signed by a bidder's person duly authorized to bind the bidder to the Contract. A letter of authorization in the name of the person signing the bid shall be supported by a written Power-of-attorney accompanying the bid (Refer Annexure 6). The bid will then be uploaded on the e-tendering portal.

3.12 Interlineation of Bids

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

3.13 Patent Claim

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

4. Bid Submission Instructions

4.1 Online Bid Submission

- a. The bidder shall submit the bid online through e-tendering Portal <https://mahatenders.gov.in>
- b. To view- Tender Notice, Detailed Time Schedule, Tender Document its supporting documents etc. , kindly visit following e-Tendering website <https://mahatenders.gov.in>
- c. The bids submitted, shall comprise of the following 2 envelopes: A two (2) envelope/ cover system shall be followed for the bid:
 - **Envelope A:** Technical Bid. Bidder shall submit all documents mentioned in Annexure - 7
 - **Envelope B:** Commercial Bid (refer Annexure 7)
- d. The TIA will not accept the delivery of the bids and any other supporting documents, in any manner, other than that specified in this tender document. Any

bid delivered in any other manner shall be treated as defective, invalid and rejected. Under no circumstances, any physical documents will be accepted after submission of bid.

- e. It is required that all the bids submitted in response to this tender document should be unconditional in all respects, failing which the TIA reserves the right to reject the Bid.
- f. It shall be the responsibility of the bidder(s) to re-check that each page of the requisite document uploaded as a part of the bid is stamped and duly signed by an authorized signatory.
- g. Modification and Withdrawal of Bids -
 - Resubmission of bid by the bidder(s) for any number of times before the final date and time of submission is allowed.
 - Resubmission of bid shall require uploading of all documents including price bid a fresh.
 - If the bidder(s) fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
 - The bidder(s) can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Officer Inviting Bid citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

4.2 Eligibility Criteria

The bidder(s) shall fulfil all of the following eligibility criteria independently, as on the date of submission of bid.

Sl.No	Eligibility Criteria
1.	The bidder must be a Primary Manufacturer (<i>Henceforth, referred to as 'Primary Manufacturer' or 'Bidder'</i>) registered as Micro and Small Scale Industry, having a valid registration with MSME / NSIC and having a valid manufacturing license for the item quoted. Distributors/Suppliers/Agents/Authorized dealers etc. and loan licensee are not eligible to participate in this tender.
2.	The bidder must possess a valid appropriate ISO or CE certificate for the sanitary napkin as on the date of submission of the bid.
3.	The bidder must have in its name, a valid GST Registration Certificate.
4.	The bidder should have a current installed minimum capacity of 30 lacs Napkins per month.
5.	The bidder must have supplied a total of at least 3 Crore napkins to any of their clients (through single or multiple orders) cumulatively till 31 st December 2018.
6.	The bidder must not have been blacklisted due to malpractice, misconduct, or debarred either by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking / Government Organizations, for manufacturing and supplying sanitary napkins, as on the date of submission of bid (Refer Annexure 8).
7.	Bidder should submit a sample including 10 packets each of the offered product in a signed and sealed envelope, as per the technical specification mentioned in the tender document. The envelope should also include the testing certificate from any of the authorized laboratories approved by NABL/ NITRA/ SITRA/ BTRA / ILAC/ any equivalent accredited lab for the said product. The bidder should refer to Section 1.1 regarding the schedule of the same. The TIA also reserves the right to send the offered samples to any of the accredited laboratories for quality testing of the offered products during the evaluation of bids. If there is any discrepancy between the test reports provided by the bidder and reports received by TIA during quality check undertaken by them, the bid of the corresponding bidder will be out rightly rejected.

The sealed envelope should be superscripted as – **SAMPLE FOR SANITARY NAPKIN TENDER** addressing to the TIA. The bidder(s) should also note that final supply shall be in packs that are co-branded with 'Asmita Plus'. These samples may not have this packaging. TIA will decide design of package with successful bidder(s).

Note: The Technical Bid shall not contain any price information. TIA may seek clarifications from the bidder on the Technical Bid submitted by the bidder. Any of the

clarifications by the bidder on the Technical Bid should not have any commercial implications.

4.3 Validity of Bid

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

4.4 Corrections / errors in Commercial Bid

- a. The bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the last date for submission of bids.
- b. The quoted price shall be corrected for arithmetical errors by TIA.
- c. In cases of discrepancy between the prices quoted in words and in figures, amount written in words shall be considered.
- d. The amount stated in the Commercial Bid, adjusted in accordance with the above procedure and as stated in Annexure-9 of this tender document, shall be considered as binding on the bidder for evaluation.

4.5 Pricing Information

- a. The bidder(s) shall quote for sanitary napkins as per the requirements of the tender document.
- b. All the prices will be in Indian Rupees.
- c. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the bid and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A bid submitted with an adjustable price quotation or conditional bid shall be rejected as non-responsive.
- d. All costs incurred due to delay of any sort, which is attributable to the bidder(s), shall be borne by the bidder(s).

4.6 Language

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

4.7 Conditions under which Tender is issued

- a. This tender document is not an offer and is issued with no commitment. The TIA reserves the right to withdraw the tender document and change or vary any part thereof, at any stage. The TIA reserves the right to disqualify any bidder, should it be so necessary at any stage.
- b. The timing and sequence of events resulting from this tender document shall ultimately be determined by the TIA.
- c. No verbal conversations or agreements with any official, agent, or employee of the TIA shall affect or modify any terms of this tender document and any alleged verbal agreement or arrangement made by a bidder with any agency, official or employee of the TIA shall be superseded by the definitive agreement that results from this tender process. Verbal communications by the TIA to bidder(s) shall not be considered binding on it, nor shall any written materials provided by any person other than the TIA.
- d. Neither the bidder nor any of the bidder's representatives shall have any claims whatsoever against the TIA or any of their respective officials, agents, or employees arising out of or relating to this tender document or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- e. Until the Contract is awarded and during the validity of the Contract, bidder(s) shall not, directly or indirectly, solicit any employee of the TIA to leave the office or any other officials involved in this tender process in order to accept employment with the bidder, or any person acting in collusion with the bidder, without prior written approval of the TIA.

4.8 Right to the content of Bids

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

4.9 Non-Conforming Bid

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

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

4.10 Disqualification

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

- a. The bid is not submitted in accordance with the procedure and formats prescribed in this document or treated as non-conforming bid.

- b. During the validity of the bid, or its extended period, if any, the bidder increases the quoted prices.
- c. The bidder qualifies the bid with own conditions.
- d. The bid is received in an incomplete form, offered product sample received after due date not accompanied by all the requisite documents, or the bidder has quoted only for a part of the project.
- e. The information submitted in the Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the Contract (no matter at what stage) or during the tenure of the Contract including the extension period, if any.
- f. The bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the tender process.
- g. In case any one bidder submits multiple bids or if common interests are found in two or more bidder(s), the bidders(s) are likely to be disqualified.
- h. The bidder fails to deposit the Performance Security in the form of Bank Guarantee or demand draft or fails to enter into a Contract within 15 Days of the date of issue of Letter of Intent or within such extended period, as may be specified by the TIA.
- i. Any form of canvassing / lobbying / influence / query regarding short listing etc. will be treated as disqualification. While evaluating the bids, if it comes to the TIA's knowledge expressly or implied, that some bidder(s) may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of bid, then the bidder(s) so involved are liable to be disqualified for this Contract as well as for a further period of four years from participation in any of the tenders floated by the TIA.
- j. If the Technical Bids contains any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

4.11 Acknowledgement of Understanding

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

5. Bid opening and Evaluation process

5.1 Bid Opening

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

5.2 Opening of Envelop – A (Technical Bid)

Envelope No. A (Technical Bid) of the bidder will be opened online in the presence of tender opening authority.

5.3 Evaluation of Technical Bid

The evaluation of the Technical Bids will be carried out in the following manner:

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

5.4 Testing of sample

Step 1: The bidder(s) technically qualified as per Annexure 7

Step 2: Sample of technically qualified bidder(s) will be send for testing by TIA.

5.5 Opening of Envelop - B (Commercial Bid)

The envelop of only those bidder(s) will be opened who are technically qualified and have acceptable accredited lab test report as per technical specifications mentioned in the tender. This envelope of technically qualified and NABL accredited lab test report bidders shall be opened as per e-tendering procedure. The date and time of opening of Commercial Bids will be communicated by the TIA via email, to the eligible bidder.

5.6 Commercial Bid Evaluation

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

Per Napkin Cost = X (as per Annexure – 9)

Please Note – For the purpose of commercial evaluation.

5.7 Award Criteria

- a. TIA will award the Contract to the bidder, who has the lowest per unit cost 'X' (L1 cost).
- b. **TIA reserves the right to select bidder/bidders as mentioned below –**
The TIA may ask the L2 and L3 to match the L1 rate and region – wise rate contract will be given -
 1. In case both L2 and L3 match L1 rates - 3 regions will be awarded to the L1 bidder, 2 regions will be awarded to the L2 bidder and 1 region to L3 bidder.
 2. In case only one or both L2 and L3 do not match the L1 rate - TIA may ask next lowest bidder to match L1 rate, if it refuses to match L1 rate in such

case next lowest bidder will be asked to match L1. In such case, 3 regions will be awarded to the L1 bidder, 2 regions will be awarded to the immediate agreed lowest bidder and 1 region to other next lowest bidder.

3. In case only one next lowest bidder ready to match L1- 4 regions will be awarded to L1 bidder and 2 regions to bidder whosoever matches the L1 rate.
4. In case none of the other bidder match L1 rate - all 6 regions will be awarded to L1.

The lowest bidder shall get the division based on the location of manufacturing and packaging unit as well as the division contiguous in region. TIA shall hold the rights of allocation of divisions to successful bidder(s).

- c. In case any of the selected bidder(s) is/are from outside Maharashtra state, it shall have a distribution Centre at any district head quarter within Maharashtra state which shall be the pick-up point for logistic partner appointed by TIA.
- d. The TIA / Bid Evaluation Committee or its representative(s) have the right to inspect performance statement (Annexure 10) and the manufacturing units (Annexure 11) of bidder(s) before agreement and also has the right to reject the tender or terminate /cancel the agreement based on adverse reports brought out during such inspections.
- e. The acceptance of the tenders will be communicated to the successful bidder(s) in writing.
- f. The price quoted by the bidder(s) shall be valid for a period of three (3) years however, TIA shall provide an increase of 5% on quoted price during the 2nd and 3rd years of the contract.
- g. The TIA reserves the right to accept or reject any tender without assigning any reason.
- h. If at any time during the period of contract, the price of tendered item is reduced or brought down by any Law or Act of the Central or State Government or by the bidder himself, the bidder(s) shall be morally and statutorily bound to inform the TIA immediately about such reduction in the contracted prices. The TIA is empowered to reduce the rates accordingly.

5.8 Right to accept any Bid and to reject any or all Bids

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

5.9 Notification of Award

- a. Before expiry of the bid validity period, the TIA will notify the successful bidder(s) in writing, by registered / speed post or by fax or by email (to be confirmed by registered / speed post immediately afterwards) that its bid for sanitary napkins have been accepted by the TIA also briefly indicating therein the essential details like description, specification and quantity of the goods &

services and corresponding prices accepted. This notification is undertaken by issuing a LOI by the TIA.

- b. The successful bidder, upon receipt of the LOI, shall furnish the required Performance Security in the form of Bank Guarantee or demand draft and submit an agreement in the prescribed format within 15 days, failing which the successful bidder will be blacklisted from participating in any government tender.
- c. The Notification of Award shall constitute the formation of the Contract.

5.10 Contract Period

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

5.11 Signing of Contract

The Contract will be signed as per tender document, after selection of the bidder. In lieu of the same, the successful bidder will have to execute an agreement in a non-judicial stamp paper of value Rs.500/- (Stamp duty to be paid by the bidder), in favour of CEO, MSRLM.

5.12 Failure to agree with Terms and Conditions of this Tender

Failure of the successful bidder to agree with the terms & conditions of the tender document shall constitute sufficient grounds for the annulment of the award, resulting which the TIA may call for new bids and at the same time, invoke the Performance Security of the successful bidder.

5.13 Performance Security

1. The selected bidder shall deposit the Performance Security as follows:

- a. The successful bidder shall at his own expense, deposit with the TIA, a Performance Security in the form of Bank Guarantee or demand draft of value equal to Rs. 5.00 lakhs per division.
- b. The Performance Security should be furnished within 15 Working Days from the date of issue of Letter of Intent.
- c. The Performance Security may be discharged/returned by the TIA upon being satisfied that there has been due performance of the obligations of the successful bidder under the Contract. However, no interest shall be payable on the Performance Security.
- d. The TIA shall also be entitled to make recoveries from the Performance Security on the following grounds:
 - Any amount imposed as a fine for irregularities committed by the bidder.
 - Any amount which the TIA becomes liable to the Government /Third party on behalf of any default of the bidder or any of his/her/their agent/ employees or staff.
 - Any payment/fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.
 - Any other outstanding amount.
- f. Once the amount under this clause is debited, the bidder shall reimburse the Performance Security to the extent the amount is debited within 15 days of such debit by the TIA failing which it will be treated as breach of agreement and may

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

6. Schedule of Requirement

Please refer to Annexure –B

7. General Conditions of Contract

7.1 Delivery Period & Place of Delivery

Successful bidder should manufacture and pack sanitary napkins within 7 days from the date of receipt of online order.

7.2 Liquidated Damages

If the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the Contract, the TIA/User Institution shall, without prejudice to other rights and remedies available to the TIA/User Institution under the Contract, deduct from the contract price / purchase order price as liquidated damages, a sum equivalent to 1% of the value of the item to be manufactured and packed , per week of delay or part thereof on delayed performance subject to a maximum of 10%. Relaxation may be entertained only in special circumstances (natural calamities, war or any other situation beyond human control and considered to be forced majeure). However the TIA may reserve the right to discontinue the services of particular successful bidder based on repetitive delayed performance.

7.3 Governing Law

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

7.4 Settlement of Disputes

- a. The performance of the Contract is governed by the terms and conditions of the Contract, in case disputes arise between the parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, arbitration proceeding shall be initiated.
- b. Arbitration:
 1. In the case of dispute arising, upon or in relation to, or in connection with the contract between the TIA and the successful bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the TIA and the successful bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by CEO, MSRLM. The Arbitration and Conciliation Act,

- 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
2. Arbitration proceedings shall be held in Mumbai, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.
 3. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the TIA and the successful bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

7.5 Taxes and Duties

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

7.6 Confidential Information

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

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

7.7 Change in Laws and Regulation

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

7.8 Force Majeure

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

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

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

7.9 Termination

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

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

7.10 Assignment

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

7.11 Power to waive Fines

The power to waive fines and penalty vests with the CEO, MSRLM.

7.12 Indemnification

The success bidder(s) shall indemnify the TIA against all actions, suit, claims and demand or in respect of anything done or omitted to be done by successful bidder(s) in connection with the Contract and against any losses or damages to the TIA in consequence of any

action or suit being brought against the successful bidder(s) for anything done or omitted to be done by the successful bidder(s) in the execution of the Contract.

7.13 Saving Clause

No suits, prosecution or any legal proceedings shall lie against CEO, MSRLM or any person for anything that is done in good faith or intended to be done in pursuance of tender.

7.14 Notices

For the purpose of all notices, the following shall be the address of the TIA for Successful Bidder(s).

TIA:

Chief Executive Officer
Maharashtra State Rural Livelihoods Mission (MSRLM)
5th Floor, CIDCO Bhavan, South Wing, CBD Belapur,
Navi Mumbai-400614 (Maharashtra)
Website: www.umed.in
E-mail:
Successful Bidder(s): To be filled during contract signing.

8. Annexures

Annexure-A: Technical Specification

Following are the minimum requirements. Products offered must meet these parameters herein (Refer Annexure 12).

A. Description:

Type - Contoured Winged Napkins only

Napkin Size –

Total Pad length	280 mm +/-5 mm (with wider back for better coverage)
Total Pad Width	160mm +/- 5 mm (including wings)
Pad thickness	10 mm +/-2 mm (The thickness shall be measured by stacking 10 complete pads and measuring the stack height. The average thickness for the 10 pads shall be used as the pad thickness.)
Pulp (in gm)	10 gm +_ 1 gm
Total Weight	12 gm+_ 1 gm

Covering – The covering of the absorbent filler shall be of a good quality cotton or rayon knitted sleeving, gauze or non-woven fabric and other aperture plastic film with sufficient porosity to permit the assembled pad to meet the absorbency requirements. If cotton gauze is used, it shall conform to IS 758. It may contain sufficient number of channels for leak protection.

Absorbent Filler – The filler material, such as cellulose pulp, cellulose wadding, tissue, cotton, wood pulp and other absorbent and superabsorbent materials etc., shall be free from lumps, oil spots, dirt or foreign material. The covering of the absorbent fillers are the materials that allow the discharge to flow into it. It has to be porous. Mostly materials like cotton sleeving, gauze and non-woven fabrics are used for making the coverings. They shall also be clean and hygienic. The sanitary napkin shall have a soft feeling and when worn shall not chafe.

Back Strip – A back strip for sticking the sanitary napkin onto the underwear shall be manufactured using good quality adhesive material and shall not leave marks on underwear.

Absorbency – The sanitary napkin shall be able to absorb not less than 70 ml of normal saline (I.P.) coloured water or oxalated sheep or goat blood or test fluid when flowed on to the centre of the napkin (at the rate of 15 ml per minute) and it shall not show up at the bottom or sides of the sanitary napkins. Minimum 1 gram of SAP shall be used per sanitary napkin.

Super Absorbent Polymer (SAP) - Super Absorbent Polymer (SAP) will be a mandatory requirement for Napkins that will lock the liquid into gel form and avoid leakage. Minimum amount is suggested be 1 gram per sanitary napkin.

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

Raw Materials to be used:

- a. PULP: wrapped with tissue Colour – White, Soft wood pulp, long fibre.
- b. Top sheet: cotton non-woven / knitted or Perforate poly top sheet , white colour,
- c. Thickness: 22gsm+/-5%,
- d. Neutral odour controlling agents may be used to reduce foul odour of menstrual discharge.
- e. Back sheet: PE film, Colour: White, Thickness: 24gsm+/-10%, Grade – Carona Treated.
- f. Glue – Construction: Polymer based, Colour: Transparent.
- g. Glue – Release Paper: Polymer based, Colour: Transparent.
- h. Release paper: Silicon coated, Colour: White, Thickness: 40gsm+/-10%

B. Manufacture Workmanship and Finish:

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

C. Storage:

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

D. Shelf-Life:

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

E. Packaging and Labelling:**(i) Primary Package:**

Each Primary Package shall contain 8 Sanitary Napkins in a recyclable polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling (subject to approval of sample by MSRLM) which will confirm to size of the product and sealed properly. The designing and printing on the packet shall be done at the cost of the manufacturer as per printing matter including logo (in four colours) as well as written material provided by MSRLM. The final packaging on the orders to be supplied shall be co-branded as ‘Asmita Plus’. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name of the manufacturer, manufacturing license number, address of manufacturer, length and dimensions, lot/batch number, date of manufacturing, date of expiry, absorbent side / Non – absorbent side of the napkins, number of sanitary napkins in each package instructions for storage and direction for use and disposal.

(ii) Secondary Package:

The sanitary napkins contained in primary package should be packed in weather proof either canvas/jute bags for easy handling, transport and distribution. One bag shall contain 100 primary packages of (8) Sanitary Napkins each. The designing and printing of the label on the secondary package shall be done at the cost of the manufacturer as per printing matter including logo provided by MSRLM.

F. Inspections and tests (Quality assurance)**(i) Compliance:**

The manufacturer shall guarantee that the products:

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

(ii) Pre-Inspection by the Successful Bidder(s):

- a. Manufacturers/Contract should satisfy themselves that the stores are in accordance with the terms of the Contract and fully conform to the required specifications. On examination of any sample from any portion of the consignment of the materials are not found to fully conform to the particulars governing the supply, the entire order shall be rejected.
- b. If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of

the quantity in stock and the successful bidder(s) shall replace or cause to replace, within a period of 2 months of intimation by the Department for replacement.

- c. The above clause is also application to replacement batches.
- d. If the successful bidder(s) fails to replace the quantity within two months in being called upon the do so, recovery cost will be made from the successful bidder(s).

(iii) Pre-Dispatch Inspection/Testing:

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

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

G. Recalls:

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

H. Markings:

- a. All packages and invoices must bear the name of the product, expiry date and appropriate storage conditions.
- b. Secondary Package:
The following information shall be stencilled or labelled on the exterior shipping canvas/jute bags on all sides in bold letters

- At least Arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to Public Health Department Government of Maharashtra.
- Generic name of the product – Asmita Plus
- UMED- MSRLM logo
- Govt. of Maharashtra logo

- Lot or batch number

I. Disposability:

A flushable sanitary napkin with covering removed shall be immersed in about 15 litres of water and stirred. The pad shall disintegrate in the water in not more than 5 minutes.

Annexure-B: Schedule of Requirement

- a. **Consignees:** All Women's Institutions formed under MSRLM and MAVIM in the state of Maharashtra.
- b. **Generic Name of Item:** 'Asmita Plus'
- c. **Validity of Rates:** Three (3) years from the date of award of Contract however, TIA shall provide an increase of 5% on quoted price during the 2nd and 3rd years of the Contract.
- d. **MRP:** MRP shall be decided and printed as per the decision taken by the TIA. Payment to the bidder(s) is not dependent on this MRP.

Annexure – 1: Self Declaration of SME

(On Letter Head of Company)

I.....Son/Daughter of
Managing Director/Director/Proprietor/Partner of *M/s.
with their Registered Office at
and Factory located at
with permanent small/micro enterprise Registration No. dt.
.....

The company has been a small/micro enterprise unit as per the Govt. of India definition; and has been functional and in production at the time of GSI/UPC Registration and as on date. The company continues to be a /small/micro enterprise unit; and functional & production as on date.

As per books of accounts, the total investment (original purchase value) in plant and machinery in the Company as on is Rs.
(Chartered Accountant’s Certificate dated..... to this effect is attached).

Sign on this day ofdt.

VERIFICATION:

Verified that the contents of the declaration are true to the best of my knowledge and belief.

For (Name of the company)

..... (Name)

..... (Designation)

Date:

Place:

Annexure – 2: Tender Form

(To be submitted on the letterhead of the bidder)

To

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

Dear Sir/Madam,

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

If our tender is accepted, we undertake to submit the performance security deposit in the form, in the amounts, and within the times specified in the tender document. We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

Signed

Date:

In the Capacity Of:

Duly authorized to sign this bid for and on behalf of

Signature & Seal of Bidder

Annexure – 3: Format for Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its bid dated ----- in response to the Notice Inviting Tender from Companies registered as Micro and Small Scale Industries, for Supply of Sanitary Napkins, on Rate Contract basis for a period of 3 years, to Women’s Institutions of MSRLM & MAVIM in the State of Maharashtra, by Maharashtra State Rural Livelihoods Mission, Government of Maharashtra.

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

The Conditions of this obligation are:

1. In the event of the successful bidder being unable to service the Contract for whatever reason, the Maharashtra State Rural Livelihoods Mission, would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of the TIA under the Contract in the matter, the proceeds of the PBG shall be payable to the TIA as compensation for any loss resulting from the Respondent’s failure to complete its obligations under the Contract. The TIA shall notify the Respondent in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Respondent is in default.

2. The TIA shall also be entitled to make recoveries from the Respondent’s bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

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

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

Annexure – 4: Contract Form

CONTRACT FORM

THIS AGREEMENT made the day of,
2019 Between..... (Name of TIA) of..... (Country of TIA)
(Hereinafter "the TIA") of the one part and..... (Name of Supplier)
of..... (City and Country of Supplier)
(Hereinafter called "the Supplier") of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

in the presence of:.....

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

In the presence of:.....

Annexure – 5: Format for Pre – Bid Clarifications

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

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

Signature and Stamp

Name:

Date:

Note: Please send the clarification document on mail one day prior to the Pre-Bid Meeting.

Annexure - 6: Format for Power of Attorney

SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME

I, _____ (Name), _____ (Designation) of _____ (name of the company), hereinafter referred to as “the Company”, having its registered office at _____ (address), do hereby appoint Mr./Ms. _____ (Name), _____ (Designation) of _____ (name of the company), as the Attorney on behalf of the Company and authorize him to do the following acts on behalf of the Company:

WHERE AS the Company needs to participate in tenders and execute documents, Request for Proposals (RFPs), Expression of Interest (EoI) and documents in support thereof, etc.

AND WHERE AS the Company has therefore decided to appoint Mr./Ms. _____ (Name) , _____ (Designation), as its Attorney to act on behalf of the Company and authorize him to do the acts on behalf of the Company and to all the other incidental acts for completion of the same.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I, _____ (Name), _____ (Designation) of _____ (name of the company), do hereby appoint and constitute the said Mr/Ms _____ (Name), _____ (Designation), whose signature is appended below to be our true and lawful attorney or agent with full authority to do and execute the following acts deeds and things to me, in ur name and on behalf of the Company namely to **Sign bid response related documents in the process for the Indian Government’s RFPs/ RFQs/ EOI/ Tenders etc.**

And We _____ (name of the company) do hereby agree to ratify and confirm whatever the said attorney will lawfully do in the premises.

IN WITNESS WHEREOF, I, _____ (Name), _____ (Designation) of _____ (Name of the Company), have hereunto set my hand this _____ (Date), under Seal of the Company, as authorized by the Board of Directors vide its resolution dated _____.

Specimen Signature of Mr/Ms. _____ :

For _____ (Name of the Company)

_____ (Name)

_____ (Designation)

Annexure – 7: Technical and Commercial Bid Envelopes**Checklist for Uploading Documents**

Sl.No.	Name of document to be submitted	Annexure Number	Submitted (YES/NO)
Envelop A (Technical Bid)			
1.	Self - Declaration of SME	1	
2.	Tender Form to be submitted on the letter head of the bidder(s)	2	
3.	A copy of Power of Attorney and board resolution authorizing an officer of the bidder to communicate with the TIA for the purpose of this tender document.	6	
4.	An Affidavit on non-judicial stamp paper of Rs.100/- specifying that the firm has not been found guilty and has not been blacklisted or debarred by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for manufacturing and supplying sanitary napkins, as on the date of submission of bid.	8	
5.	Performance Statement of the bidder(s) Supported by copies of supply orders or invoice copies or client's satisfactory certificates issued by the clients for supplies.	10	
6.	Details of Manufacturing Unit	11	
7.	Technical Compliance Sheet This should include a detailed substantiation on how the offered product meets the requirement. In case of any deviation against any of the technical specifications listed in Annexure -12. In Case of no deviations against the technical specifications, the bidder shall specify 'no deviations' against the technical specification.	12	
8.	Attested photocopy of valid manufacture license duly approved by the Licensing Authority.	-	
9.	Details of current installed production capacity of the said product, of the bidder – certificate from CA/CE specifying the same.	-	
10.	GST Registration Certificate	-	
11.	Copy of an appropriate and valid ISO /CE certificate for manufacturing the offered product.		

DOCUMENTS – ENVELOPE No. B

Sl.No.	Name of document to be submitted	Annexure Number	Submitted (YES/NO)
Envelop B (Commercial Bid)			
1.	Commercial Bid on the letter head of the bidder(s)	9	

- a. Commercial/price offer must be submitted online at <https://mahatenders.gov.in> as per the instructions on the portal.
- b. Rates should be quoted in the Commercial Bid format as per Annexure-9 of this tender document and in accordance to the details and terms and conditions as mentioned in this tender document (hence, the bidder is expected to understand the tender in all respects).
- c. Quoted price shall be inclusive of GST (CGST and SGST).
- d. The price quoted by the bidder(s) shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP).

Note: If the bidder(s) fails to submit any of the above mentioned documents, shall not be evaluated by TIA.

Annexure – 8: Declaration Form

DECLARATION FORM

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

I/We do hereby declare I/We have not been convicted by any court of Law nor I/We are derecognized/black listed by any State Government or Central Government Department/ Union Territory/ Local Authority/ Central and State Government Undertaking or Government Organizations for supply of No. of Standard Quality (NSQ) items/part-supply/non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Performance Security Deposit and blacklist me/us for a period of five (5) years, if any information furnished by us proved to be false at the time of inspection/verification and not complying with the Tender terms & conditions.

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

I/Wedo hereby declare that I / we will **manufacture & package** the as per the terms, conditions & specifications of the tender document

Date:

Seal

Signature of the bidder

Annexure – 9: Format for Commercial Bid (Envelope B)

(On bidder's letter head)

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

Date:

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

Dear Sir,

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

Sr.No	Item	Size	*Per Napkin price in Rs.
1.	Sanitary Napkins (Packet of 8 Napkins)	280 mm	

* Inclusive of all taxes and miscellaneous costs etc.

Per Napkin Price (in words): Rs.

Date:

Seal:

Signature of the Bidder

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

(Annexure - 9 to be uploaded in the form of PDF)

Annexure – 10: Performance Statement**Name of the Firm** -----

Sr.No.	Order placed by (Address of Purchaser) Attach Documentary Proof	Order No.	Order Date	Quantity of Sanitary Napkins Supplied (pcs in lakhs)	Total Value of Contract	Invoice No and Date	Contact Details of Client (Phone Number/ Mail ID of officer to whom reference may be made)
1.							
2.							
3.							
4.							
5.							
6.							

Signature and seal of the Bidder**Note:**

1. All columns must be filled up with relevant information.
2. Please mention details only for sanitary napkins.
3. In support of above statement, enclose the copies of supply orders or invoice copies or client's satisfactory certificates.

Annexure –11: Details of Manufacturing Unit

Sr.No.	Particulars	Details
1.	Name of the Manufacturer	
2.	Full Postal Address	
3.	Telephone No. /Fax No.	
4.	Email address	
5.	Date of Inception of business	
6.	Registration No. & Date	
7.	Issued by	
8.	Valid till	
9.	Details of Manufacturing activity & item - wise capacity	
10.	Daily Capacity of Manufacturing Unit	
11.	Details of ISI / BIS/ ISO/CE Certificate (Enclose Certificate)	
12.	GST Registration	

Provide Authorized Signatory with Seal

Date:

Note:

1. The details of manufacturing unit shall be for the premises where the product quoted is actually manufactured. Supporting documents as per the technical criteria to be provided by the bidder.
2. The bidder shall provide Annexure – 11 duly certified by the Chartered Accountant (CA) / Chartered Engineer (CE) but the same should be substantiated with the submission of relevant valid documents specifying the production capacity of the installed machines at the premises of the manufacturers during the TIA/ department officials' visit to vendor's premises.

Annexure – 12: Technical Compliance Sheet

Clause No.	Technical Specification	Compliance (Yes/No)	Statement of Deviations/Variations, if any
Point No. A	Type, Napkin Size, Size, Weight, Covering, Absorbent Filler, Back strip , Absorbency, SAP, pH Value, Raw material to be used		
Point No. B	Manufacture Workmanship and Finish		
Point No. C	Storage		
Point No. D	Shelf – life		
Point No. E	Packaging and Labelling including Primary and Secondary package		
Point No. F	Inspection and Testing including Compliance, Pre - Inspection, Pre-Dispatch Inspection / Testing and Random Checks by TIA etc.		
Point No. G	Recalls		
Point No. H	Markings		
Point No. I	Disposability		

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

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