



**E-TENDER NO: -BPPI/SURGICAL-CONSUMABLES-  
071/2018**

**TENDER FOR SUPPLY OF  
OXO-BIODEGRADABLE SANITARY NAPKINS**

**TO**

**Bureau of Pharma Public Sector Undertakings of  
India (BPPI)**

**For two year**



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

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

8<sup>th</sup> Floor, Videocon Tower, Block E1,  
Jhandewalan Extension, New Delhi-110055  
Telephone: 011-49431811/49431824/49431828/49431829/49431830;

Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

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**ONLINE TENDER FOR THE SUPPLY OF OXO-BIODEGRADABLE  
SANITARY NAPKINS TO BUREAU OF PHARMA PSU OF INDIA  
(BPPI) FOR TWO YEARS**

Tender Reference	<b>BPPI/SURGICAL- CONSUMABLES-071/2018 Dt. 28/09/2018</b>
Date of availability of tender documents on website	<b>28/09/2018 (Friday)</b>
Time and date and place pre-bid meeting	<b>11:00 AM on 05/10/2018 (Friday)</b>  Bureau of Pharma PSUs of India, 8 <sup>th</sup> 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	<b>25/10/2018 upto 11:00 A.M.</b>
<b>Last Date and time for submission of EMD and Original Annexure-II (Declaration) in physical Form in office of Bureau of Pharma PSUs of India, 8<sup>th</sup> Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055</b>	<b>26/10/2018 up to 11:00 A.M.</b>
Time and date of opening of Technical Bid	<b>11:30 PM on 26/10/2018 (Friday)</b>
Place of opening of tender	Bureau of Pharma PSUs of India, 8 <sup>th</sup> Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055

Address for Communication	Bureau of Pharma Public Sector Undertakings of India, 8 <sup>th</sup> Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Cost of the Tender Document	<b>Free of cost</b>
Contact Person for clarification if any	1. Mr. P. K. Thakur, Executive (Procurement) Phone: - 011-49431829 Email: - <b><u>proc6@janaushadhi.gov.in</u></b>
	2. Ms. Nisha Kamari, Executive (Procurement) Phone: - 011-49431858 Email: - <b><u>proc7@janaushadhi.gov.in</u></b>
	3. Ms. Neha Aggarwal, Executive (Procurement) Phone: - 011-49431859 Email: - <b><u>proc5@janaushadhi.gov.in</u></b>

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](http://janaushadhi.gov.in).

## TABLE OF CONTENTS

Sr. No.	Description	Page No.
1.	Last Date and time for submission of ONLINE Tender	8
2.	Eligibility Criteria	8
3.	General Conditions	10
4.	Technical Bid – Cover “A”	11
5.	Price Bid – Cover “B”	13
6.	Opening of Cover “A” of Tender	14
7.	Opening of Cover “B” of Tender	14
8.	Earnest Money Deposit	14
9.	Other Conditions	15
10.	Acceptance of Tender	17
11.	Security Deposit and Agreement	18
12.	Methodology for placing orders	19
13.	Supply Conditions	20
14.	Logograms	22
15.	Packing	22
16.	Quality Testing	23
17.	Payment Provisions	24
18.	Handling & Testing Charges	25
19.	Liquidated Damages and other penalties	25
20.	Deduction and other penalties on account of Quality failure	26
21.	Blacklisting in the event of withdrawal from the tender, and Non-Adherence to the Quality Standards and supply schedule	28

Sr. No.	Description	Page No.
22.	Saving Clause	29
23.	Resolution of Disputes	29
24.	Appeal	30
25.	Contacting the Purchaser by the Bidder	30
26.	Fraudulent and Corrupt Practices	30
27.	Jurisdiction	32
28.	ANNEXURE-I (BARCODE REQUIREMENTS)	33
29.	ANNEXURE-II (Declaration for eligibility in participating the tender)	39
30.	ANNEXURE –III (Details of EMD submitted)	41
31.	Annexure IV – (A certificate from CA or Company Secretary).	42
32.	ANNEXURE -V (Check List)	44
33.	ANNEXURE -VI (Bank Guarantee format for submission of EMD)	46
34.	ANNEXURE -VII (Details of requirements for Oxo-Biodegradable sanitary Napkins)	47
35.	ANNEXURE -VIII (Details for Manufacturing Capacity & Batch Size)	48
36.	ANNEXURE -IX (Letter of acceptance of tender for price agreement)	49
37.	ANNEXURE -X (Performance Security Bank Guarantee)	50

Sr. No.	Description	Page No.
38.	ANNEXURE -XI (Declaration for Logogram)	51
39.	ANNEXURE –XII (Mandate Form)	54

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

**ONLINE TENDER FOR THE SUPPLY OF OXO-BIODEGRADABLE  
SANITARY NAPKINS TO BUREAU OF PHARMA PUBLIC SECTOR  
UNDERTAKINGS OF INDIA**

**FOR TWO YEARS**

PRADHAN MANTRI BHARTRIYA 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 surgical consumables 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. BPPI follows the provisions of GFR 2017 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers.

At present, more than 4000+ stores are functional. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines at affordable prices. In a move to improve menstrual hygiene practices in India, The BPPI has launched Oxo – Biodegradable Sanitary Napkins with Named “**Janaushadhi-Suvidha**” on International Women Day, 8<sup>th</sup> March 2018.

**Tender Inviting Authority** – C.E.O, Bureau of Pharma Public Sector Undertakings of India, 8<sup>th</sup> 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 Oxo-Biodegradable Sanitary Napkins to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, for two years.**

**1.**

**1.1 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. upto 25/10/2018 (Thursday)** on CPPP portal i.e. **<https://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.

**1.2 Definitions**

1. **“Bidder/Tenderer”**: “Bidder/Tenderer” means any eligible person or firm or company, participating in a procurement process with BPPI.
2. **Unit**: Unit means a packet of 4 pcs. of Oxo-biodegradable Sanitary Napkins packed in Oxo-biodegradable air tight primary packet.

**2. ELIGIBILITY CRITERIA**

- (a)
  - i. Bidder shall be a Manufacturer of Sanitary Napkins or Oxo-biodegradable Sanitary Napkins.
  - ii. Bidder must be authorized by Oxo-biodegradable material Manufacturer/Supplier/Importer to use the Oxo-biodegradable additives.
- (b) Average annual turnover of the Bidder for last three financial years 2015-16, 2016-17 and 2017-18 shall not be less than Rs. 2 Corers. (A Certificate from their Chartered Accountant or Company Secretary for Average annual turnover and balance sheets for the said years to be submitted with technical bid.
- (b) Bidder have manufactured and supplied/Marketed at least 3 Crore Sanitary Napkins / Oxo-biodegradable Sanitary Napkins in last three years.
- (c) Bidder must have manufacturing capacity of 2 crore Sanitary Napkins /Oxo-biodegradable Sanitary Napkins per year.
- (d) Tenderer should be of Indian origin.
- (e) Tenderer should have authorization to use brand logo of 100% Oxo-biodegradable Sanitary Napkins material used for manufacturing quote product.
- (f) Tenderer should have enough supporting documents /reports /certificate to prove biodegradability of 100 % Oxo-biodegradable material complying with ASTM D-6954 standards. Test certificates from any reputed Indian or International laboratory should be provided for Non-Woven fabric, and Plastic Back sheet used,



complying with ASTM 5208, ASTM 5510, ASTM5338, ASTM 3826 and ASTM 6400 norms. and also required to submit ISO 14855, IS 9833:1981 and IS 9845:1998 Certificate in technical bid. Tenderer should also provide Non-toxic certificate or statement for the materials which are produced/Supplied by them.

- (g) Manufacturer/Supplier has Production/Supplying & financial capacity to manufacture /supply and deliver the items quoted by the firm in the tender as per quantity mentioned in tender during contract period.
- (h) Market Standing Certificate (MSC) issued by C.A. or ICWA for each product quoted in the tender for a minimum 3 years.
- (i) Tender 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 / its procurement agencies due to quality failure of the Oxo-biodegradable Sanitary Napkins or for any of its deal at the time of submission of online bid.
- (j) The Tenderer must have not been blacklisted/debarred/de-registered/banned due to quality failure for the quoted product /firm by any State Government / Central Government / its 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.
- (k) Manufacturer/supplier has not been convicted under any law.
- (l) During the validity of the tender if the firm / Company is blacklisted/debarred/de-registered/banned by any State Government / Central Government / its 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.
- (m) 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.
- (n) **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.**

**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**

- (a) All materials used in manufacturing of Sanitary Napkins must be biodegradable/Oxo-biodegradable.
- (b) All packing materials must be biodegradable/ Oxo-biodegradable.

- (c) Packet must be packed in air tight Oxo-biodegradable polyethylene packet

### **3.GENERAL CONDITIONS.**

- i. The tender document shall be download from the websites [janaushadhi.gov.in](http://janaushadhi.gov.in); and CPP portal i.e., <https://eprocure.gov.in>. Tender Document is free of cost. No tender cost is to be deposited.
- ii. **EMD (Earnest Money Deposit):** EMD of Rs. 50,000/- (Rupees fifty thousand only as specified in Clause 7 of the Tender document in the form of **Bank Guarantee or Bankers Cheque or Demand Draft from nationalized/Scheduled Bank** favouring “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 date and time stipulated in bid document.** 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-III**) 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.**
  - (a) Tenders will be opened online. However, only employee of the Company/Tenderer duly authorised by their competent authority can represent to the BPPI in any matter related to attending the bid opening and procurement of surgical items under this tender.
- iii.
  - 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](http://janaushadhi.gov.in); and CPP portal i.e. [eprocure.gov.in](https://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](http://janaushadhi.gov.in) and CPP portal i.e. [eprocure.gov.in](https://eprocure.gov.in) for which BPPI will not issue any separate communication to them.
- iv. Interested eligible Tenderer 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.
- v. During tender or agreement 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 Oxo-biodegradable Sanitary Napkins from L2 bidder at the rate of L1 or may go for fresh tender as per discretion of BPPI.

- vi. The BPPI reserves the right to purchase Oxo-biodegradable Sanitary Napkins in 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.

### **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](http://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”**

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 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 they are manufacturer and holding manufacturing license for sanitary napkin/ Oxo-Biodegradable Sanitary Napkins. 3 years market standing certificate for Sanitary Napkins/ Oxo-Biodegradable Sanitary Napkins issued by licensing authority/CA or ICWA, a certificate for manufactured & marketed of 3 crore units (Sanitary Napkins) for quoted within 3 years issued by CA or ICWA, 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, 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 date and time stipulated in bid document.**
  - b) Earnest Money Deposit as indicated in Clause 3(ii) and Clause 8. of the tender document shall be in the form of **Bank Guarantee or Bankers Cheque or Demand Draft** favouring “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 date and time stipulated in bid document.**

- c) (i) 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 authorised person.
  - II. whether the bidder is Micro Small & Medium Enterprises (MSME) and owned/ not owned) by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs
  - III. Manufacturer/Supplier have manufactured/supplied & marketed at least 3 crore units (Sanitary Napkins) in last three years.
  - IV. Manufacturer/supplier has Production/stock& financial capacity to manufacture/supply and deliver the items quoted by the firm in the tender as per quantity mentioned in tender during contract period.
  - V. Details of machineries and manufacturing capacity with complete technical specifications and machineries' purchase invoices.
  - VI. 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).
- (ii) Copies of balance sheet for last three years 2015-16, 2016-2017 & 2017-18.
- d) Valid ISI license for the quoted Sanitary Napkin/ Oxo-biodegradable Sanitary Napkins product if applicable.
- e) Bidder has to submit certificate of IS specification no. 5405:1980
- f) The bidders shall upload valid GS1 barcoding registration certificate and comply to barcoding requirement as per Annexure I of tender document.**
- g) All supporting documents to the tests mentioned in para 2(f) and other document mentioned under para 2(a).
- h) Technical data sheet (TDS) of all materials to be used in manufacturing.
- i) Documents, if any, to show that the manufacturing unit has been recognized by any other Indian / International Standard Organizations etc. as applicable.
- j) 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 will uploaded as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.
- k) All the documents uploaded should also be signed by the authorized official of the Tenderer.
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”**

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

a) 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.

**b) Determination of L1 bidder:**

i. In determining the lowest evaluated price, the rate quoted per unit size exclusive of GST as indicated in column No. 6 of the **BOQ** shall be taken into consideration.

1. If the participating Micro and Small Enterprises (MSE) meets all the other eligibility criteria and their quoting 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 MSEs within such price band.

2. 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.

c) The rate quoted exclusive of GST in column 6 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**.

d) **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.**

e) **The bidder is required to indicate GST (%) in digit only in column 7 column of BOQ without suffixing % sign and not to indicate amount of GST in Rs. at particular cell of excel sheet of BOQ.**

## **6. OPENING OF COVER “A” OF TENDER**

1. Only authorized employee is entitled to be present at the time of opening of Technical Bid - Cover “A” of the tender submitted by them.

## **7. OPENING OF COVER “B” OF TENDER**

1. Only authorized employee is entitled to be present at the time of opening of Financial Bid - Cover “B” of the tender submitted by them.
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.
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 P.M.

## **8. EARNEST MONEY DEPOSIT**

- 1) The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(b), shall be **Rs. 50,000/-**. **The Earnest Money Deposit shall be paid in the form of Bank Guarantee 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 Nationalised/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-VI**. BPPI will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft**
- 2)
  - a. The tender submitted without sufficient EMD will be summarily rejected.
  - b. The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.
  - c. The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of tender/signing of agreement with eligible bidder.
  - d. 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.

- e. 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.
- f. 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.**
- g. PSUs are exempted from the payment of EMD.

## **9. OTHER CONDITIONS**

### **9.1.**

- i. The details of the required Oxo-biodegradable Sanitary Napkins are shown in **ANNEXURE-VII. 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 its actual need. Though the tentative quantity is indicated in the agreement, the BPPI, will confirm the actual requirement then / there through purchase order/orders. The Tenderer shall supply the Oxo-biodegradable Sanitary Napkins only on the basis of the purchase order issued time to time within validity of 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.
- ii. The Tenderer shall fill in manufacturing capacity per year in units and manufacturing batch size in units for each quoted product in required column of **ANNEXURE –VIII and upload along with technical bid.**
- iii. 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 agreement / undertaking.
- iv. The rates quoted shall not be varied with the ordered quantity during the full contract period.

### **9.2.**

The composition, strength and packing of each product should be as per specifications given in **ANNEXURE-VII**. Any variation, if found, will result in rejection of the tender.

### **9.3.**

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 Tenderer.

**9.4.**

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.

**9.5.**

- i. The price quoted by the tenders 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 Tenderer 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.

**9.6.**

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, agreement validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.**

**9.7.**

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 Tenderer 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.

**9.8.**

Supplies to be made directly by the bidder and not through any other Agency / Dealer / Distributors.



**9.9.**

The Tenderer shall allow inspection of the factory/warehouse 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.

**9.10**

"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.

**10. ACCEPTANCE OF TENDER**

**10.1.**

- 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 6 of **BOQ**. However, to have additional source of supply, the L1 bidder shall be awarded contract/Price agreement for 60% of tender quantity indicated in the tender document. Balance 40% of the tender quantity indicated in the tender document shall be awarded to **L2 bidder if they agree to supply the products at L1 rates.**
- II. In case, L2 bidder does not agree to match L1 rate, tender quantity shall be awarded to L1 bidder. The purchase order shall be issued to L1 bidders and in case they fail to supply in stipulated time or due to quality failure, the purchase order shall be issued to L2 bidder. During the Price agreement period of 2 years, in case L1 bidder completes the supply of items for contracted quantity, next supply shall be taken from L2 bidder accordingly for contracted quantity.
- III. The issue of purchase orders in same manner as mentioned above. Negotiation if required will be done at our premises and the same will be done strictly as per Central Vigilance Commission guidelines.

**Note 1:** - No quantity distribution shall be applicable if L1 rates quoted by more than one bidder keeping in view of sharing of quantity as per clause no. 12(c).

**Note 2.** No undue advantage shall be given for additional quantity to L2 Bidders or MSME while matching/reducing the rate with respect to L1 rate.

**10.2.**

BPPI reserves the right to accept or reject the tender for the supply of all or any one or more items of the Oxo-biodegradable Sanitary Napkins tendered for in a tender without assigning any reason.

**10.3.**

BPPI or its authorized representative(s) has/have the right to inspect the manufacturing premises of Tenderer, 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.

**10.4**

The acceptance of the tenders for Price Agreement for two years period will be communicated to the Tenderer in writing (**ANNEXURE IX**).

**11. SECURITY DEPOSIT AND AGREEMENT**

**11.1 Security Deposit:**

On being informed about the acceptance of the tender and at the time of signing the Agreement, the Tenderer shall pay the Security Deposit @5% of **value of 50% quantity i.e. one-year quantity out of 2 years quantity of agreement signed** in the form of **Demand Draft or irrevocable Bank Guarantee** in favor of Bureau of Pharma Public Sector Undertakings of India from any scheduled Bank. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period beyond **one year of the validity of the agreement**. The format of Bank Guarantee is at **ANNEXURE-X**.

**11.2.** 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 what so ever.

**11.3.** All notices or communications relating to and arising out of this price agreement 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.

**11.4.** If the lowest selected Tenderer fails to deposit the required performance security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the BPPI and the firm will also be liable for all damages sustained by the BPPI apart from blacklisting and other penal actions. The performance security deposit shall be forfeited if the undertaking as Annexure II is not found correct.

**11.5.** The performance 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.

## **12. 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 Tenderer for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that Tenderer is informed.
- b) The Successful Tenderer is eligible for the placement of Purchase Orders only after depositing the required amount as Performance Security and on execution of the agreement.
- c) If two or more than two Tenderers are declared as lowest suppliers for the same item(s), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Tenderers are eligible for the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidder's subject to their manufacturing capacity.
- d) In the case of purchase of goods where the quantity offered at the lowest price is less than the total quantity required, the BPPI may, after placing orders with the lowest evaluated Tenderer for the entire quantity offered by such Tenderer subject to his ability to supply, require all the other eligible Tenderers who participated in the tender and offered a price higher than that offered by the lowest evaluated Tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated Tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.
- e) If a supplier fails to execute supply order, the 5% value of supply 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.
- f) 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, agreement and purchase order.
- g) The supplier shall start supply of the Oxo-biodegradable Sanitary Napkins required by BPPI at Central Ware House (CWH), Gurgaon or any other place decided by BPPI within the stipulated period.
- h) Oxo-biodegradable 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.
- i) The supplier shall supply the Oxo-biodegradable 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.
- j) The supplier shall take utmost care in supplying the quality Oxo-biodegradable Sanitary Napkins and ensure that the batch number mentioned in the packages of the Oxo-biodegradable 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 Oxo-biodegradable Sanitary Napkins is mentioned in the invoice.

- k) It is the duty of the supplier to supply Oxo-biodegradable 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.
- l) 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 Oxo-biodegradable Sanitary Napkins supplied has been declared of STANDARD QUALITY, by the Empanelled laboratory of BPPI subject to various terms and conditions of the tender.
- m) Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement 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.
- n) BPPI reserves the right to place upto 50% additional purchase order of the quantities as contracted within validity of contract.

### **13. SUPPLY CONDITIONS**

**13.1.** 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.

**13.2.** 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.

**13.3.** 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 Oxo-biodegradable Sanitary Napkins as per purchase order, it shall be presumed that the supplier/Tenderer is not interested to supply the Oxo-biodegradable Sanitary Napkins ordered as per purchase order and BPPI shall purchase the Oxo-biodegradable Sanitary Napkins from alternative sources.

#### **13.4.**

- a) The supplier shall complete the supply within 45<sup>th</sup> days from the date of purchase order at the destinations mentioned in the purchase order.
- b) 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.
- c) 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 19.

- d) The liquidated damages as specified in clause 19.1 and 19.2 of the tender conditions will be levied on the quantity supplied after the 45<sup>th</sup> day. However, no supplies will be accepted after 75<sup>th</sup> 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.**

**13.5.** 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.**

**13.6.** The supplied Oxo-biodegradable Sanitary Napkins should have the prescribed specifications throughout the shelf life period as prescribed in the BIS standards. All size of items of Oxo-biodegradable Sanitary Napkins should have shelf life period as prescribed in BIS Standards. Each batch of product (s) supplied should have ingredients of the high-quality materials at the entry level to the CWH Gurgaon/Bilaspur (Haryana) as prescribed in the official BIS Standards or any other standards throughout its shelf life. Failure to comply with this condition may lead to rejection of items at discretion of BPPI.

**13.7.** The Tenderer must submit an Analysis report for every batch of Oxo-biodegradable Sanitary Napkins along with invoice. In case of failure on part of the supplier to furnish such report, the batch of Oxo-biodegradable Sanitary Napkins will be returned back to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The Oxo-biodegradable 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.

**13.8.** Tenderer should supply the product with minimum 80% shelf life.

**13.9.** If at any time the Tenderer has, in the opinion of the BPPI delayed the supply of Oxo-biodegradable 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 Oxo-biodegradable 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.

**13.10.** 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.

**13.11. 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.**

#### **14. LOGOGRAMS**

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

**14.1.** 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, strength, minimum size and packed with appropriate size of Sanitary Napkins as per the design enclosed as per **ANNEXURE –XI.**

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

**14.3.** Failure to supply Oxo-biodegradable Sanitary Napkins, with the printed logogram of proportionate size will be treated as breach of the terms of agreement / 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. Tenderer who are not willing to agree to conditions above will be summarily rejected.

#### **15. PACKING**

**15.1** The Oxo-biodegradable 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-XI**. 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 18.5

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

**15.3** All primary packing containers should be strictly conforming to the specification included in the relevant standards.

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

**15.5** 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 Oxo-biodegradable 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 18.5.

## **16. QUALITY TESTING**

**16.1.** Sample testing will be conducted as below,

1. Quality parameter testing as per IS no. 5405:1980 (Testing for absorbent filler, sizes, length, width, thickness and leak protection)
2. PH testing as per IS no. 1390-1961
3. Testing of initial OXO-Biodegradability as per ASTM - 5208 from any NABL approved laboratory /CIPET laboratory
4. Any testing proving No Negative Impact of Oxo-Biodegradable Non-Woven Fabric on Human skin from any NABL approved laboratory

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 as per specified in Clause 18.

**16.2.** The Oxo-biodegradable 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 No.20 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.

**16.3.** In the event of the samples of Oxo-biodegradable 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 Oxo-biodegradable 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 20.

**16.4.** 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 particular batch of the product(s) supplied shall be produced when demanded.

**16.5.** In case of supply Non-Conforming to the standard laid down in work order of supply of Oxo-biodegradable Sanitary Napkins, will be treated as a violation of tender conditions and fine will be levied as per clause 20. If such lapses happen more than twice in a tender period, such cases will be treated as "Misbranded Oxo-biodegradable Sanitary Napkins".

## **17. PAYMENT PROVISIONS**

**17.1.** No advance payments towards costs of Oxo-biodegradable Sanitary Napkins, will be made to the Tenderer.

**17.2.** Payments towards the supply of Oxo-biodegradable 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.

**17.3.** All bills/Invoices should be raised in triplicate and in the case of excisable (if applicable) Oxo-biodegradable Sanitary Napkins, the bills should be drawn as per Central Excise Rules in the name of Bureau of Pharma Public Sector Undertakings of India. 8<sup>th</sup> Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055 or in the name of any other authority as may be designated.

### **17.4.**

- I. Payments for supply will be considered only after supply of minimum 50% quantity of Oxo-biodegradable 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 particular 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 60 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.

### **17.5.**

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.

**17.6.**

a) In case of any increase or decrease in the taxes, such as excise duty, customs duty, GST 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 Oxo-biodegradable 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 Oxo-biodegradable 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.

**18. HANDLING & TESTING CHARGES:**

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

**19. LIQUIDATED DAMAGES AND OTHER PENALTIES:**

**19.1.** If the supply reaches the designated places or Central Warehouse after 5 PM of 45<sup>th</sup> day from the date of issue of the 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 45<sup>th</sup> day happens to be a holiday the supply will be accepted on the next working day without any penalty.

**19.2.** 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.

**19.3.** All the Tenderers are required to supply the product(s) with printed logogram of appropriate size on the Sanitary Napkins packaging 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 13.4. & 14.

**20. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:**

**20.1.** 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 Oxo-biodegradable 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 Oxo-biodegradable 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 Oxo-biodegradable Sanitary Napkins rejected till such time stipulated. Further, the cost of disposal shall be recovered from the supplier.

**20.2.** If any Oxo-biodegradable Sanitary Napkins supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odor, 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 Oxo-biodegradable 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 Oxo-biodegradable 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.

**20.3.** For the supply of Adulterated/Spurious, as defined in the Drugs and Cosmetics Act, 1940, 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 Oxo-biodegradable Sanitary Napkins for a period of 5 years from the date of blacklisting. In case of supply of NOT OF STANDARD QUALITY Oxo-biodegradable Sanitary Napkins to BPPI, the product shall be blacklisted by BPPI and no further supplies shall be accepted for the particular Oxo-biodegradable Sanitary Napkins. The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such Oxo-biodegradable 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.

**20.4.** 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.

**20.5.** The decision of the BPPI or any officer authorized by him, as to the quality of the supplied Oxo-biodegradable 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.

**20.6.** 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.

**20.7.** 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.

**20.8.** In the event of making Alternative Purchase, as specified in Clause 13.4 (b), Clause 13.11 and in Clause 16.3 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.

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

**21. BLACK LISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE**

**21.1. 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**

**21.2.1. Quality Test by the Empaneled Laboratories of BPPI**

- a. Each and every batch of Oxo-biodegradable Sanitary Napkins shall be subjected to quality test by the Empanelled laboratories.
- b. The samples collected from each batch of supply of each size of Oxo-biodegradable Sanitary Napkins will be sent to the empanelled testing laboratories for testing the quality of Oxo-biodegradable 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 Oxo-biodegradable 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 Oxo-biodegradable 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 Oxo-biodegradable 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 Oxo-biodegradable Sanitary Napkins shall be made from such supplier.
  - iii. If 3 batches of Oxo-biodegradable Sanitary Napkins supplied by the same supplier is reported 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.

**21.2.2 Quality Test by Statutory Authorities:**

- a. If any product(s) supplied by the company/firm 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 or BIS Standards 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 Clause 21.2.3.

### **21.2.3 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 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 Oxo-biodegradable 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.

### **21.3 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. 2 times, the supplier may be blacklisted for 2 years in addition of forfeiture of security deposit/ EMD and other penal action.

### **22. 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.

### **23. 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/agreement. However, due to

various unforeseen reasons, problems may arise during the progress of the contract/agreement 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.

#### **24. 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 Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India within ten days from the date of receipt of order and the Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India 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.

#### **25. CONTACTING 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 3 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.

#### **26.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).

v. “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 an 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 of time, 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;
  - 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;
  - 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.

**27. 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.

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**ANNEXURE I**  
**(BARCODE REQUIREMENTS}**

Reference clause 2(n)

**GS1 barcode requirements on Oxo-biodegradable Sanitary Napkins procured by  
Bureau of Pharma Public Sector undertakings of India (BPPI)**

These requirements cover Oxo-biodegradable 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 Oxo-biodegradable Sanitary Napkins to BPPI.

GS1 India is unique identification & bar-coding 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 Oxo-biodegradable Sanitary Napkins issued by GS1 India. For validity certificate suppliers can contact GS1 India at 011-4289-0890

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 labeling & marking requirements.

**Technical Specification for GS1 Standards**

**Tertiary Level Pack:** Data attributes captured

- a) *Unique product identification code (GTIN - Global Trade Identification Number)*
- b) *Expiry date*
- c) *Batch no.*
- d) *Quantity*
- e) *Serial Shipping Container Code (SSCC)*

*e.g. 1<sup>st</sup> Barcode: (02)1 8901072 00253 4 (17) 180815 (10) RNBXY0514(37)5000*

*2<sup>nd</sup>Barcode:(00) 1 8901072 001234567 6*

<b>Attribute</b>	<b>Description</b>	<b>Length</b>	<b>Nature</b>	<b>Data Type</b>
(02)	<i>Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
<i>1 8901072 00253 6</i>	<i>Unique Product Number-GTIN-14</i>	14	<i>Fixed</i>	<i>Numeric</i>
(17)	<i>Application Identifier to indicate Expiry Date Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
<i>180815</i>	<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>
<i>RNBXY0514</i>	<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>
<i>5000</i>	<i>Quantity/no of units</i>	<i>Upto 8</i>	<i>Variable</i>	<i>Numeric</i>


(00)	<i>Application identifier to indicate the SSCC Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>				
1 8901072 001234567 6	<i>Unique number of the tertiary pack</i>	18	<i>Fixed</i>	<i>Numeric</i>				
<i>Recommended Barcode – GS-128</i>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="651 618 1034 819" style="width: 50%; padding: 10px;"> <p>To,</p> <p>Warehouse-BPPI, Gurgaon Haryana</p> </td> <td data-bbox="1034 618 1485 819" style="width: 50%; padding: 10px;"> <p>Mnfd By,</p> <p>AAA Pharma Company 125, SEZ  Ahmedabad-382213 Gujrat</p> </td> </tr> <tr> <td colspan="2" data-bbox="651 819 1485 1451" style="padding: 10px;"> <p>Drug Name: Dobucin 500 mg Exp Date: 15 Aug 2018 Batch No: RNBXY0514</p> <div style="text-align: center;">  <p>(02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 5000</p>  <p>(00) 1 8901072 001234567 6</p> </div> </td> </tr> </table>				<p>To,</p> <p>Warehouse-BPPI, Gurgaon Haryana</p>	<p>Mnfd By,</p> <p>AAA Pharma Company 125, SEZ  Ahmedabad-382213 Gujrat</p>	<p>Drug Name: Dobucin 500 mg Exp Date: 15 Aug 2018 Batch No: RNBXY0514</p> <div style="text-align: center;">  <p>(02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 5000</p>  <p>(00) 1 8901072 001234567 6</p> </div>	
	<p>To,</p> <p>Warehouse-BPPI, Gurgaon Haryana</p>	<p>Mnfd By,</p> <p>AAA Pharma Company 125, SEZ  Ahmedabad-382213 Gujrat</p>						
<p>Drug Name: Dobucin 500 mg Exp Date: 15 Aug 2018 Batch No: RNBXY0514</p> <div style="text-align: center;">  <p>(02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 5000</p>  <p>(00) 1 8901072 001234567 6</p> </div>								

**Secondary Level Pack: Data Attributes Captured**


- a. *Unique product identification code (GTIN)*
- b. *Expiry date*
- c. *Batch No.*
- d. *Qty*

**e.g. Barcode** - (02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 500

<b>Attribute</b>	<b>Description</b>	<b>Length</b>	<b>Nature</b>	<b>Data Type</b>
(02)	<i>Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
1 8901072 00253 6	<i>GTIN-14- Unique product code with first digit being the packaging indicator</i>	14	<i>Fixed</i>	<i>Numeric</i>
(17)	<i>Application Identifier to indicate Expiry date. Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
180815	<i>Expiry Date in YYMMDD format</i>	6	<i>Fixed</i>	<i>Date</i>

(10)	<i>Application identifier to indicate Lot/batch Brackets not encoded in the barcode</i>	2	Fixed	Numeric
RNBXY0514	Batch No / Lot No	Upto 20	Variable	Alphanumeric
(37)	<i>Application Identifier to indicate serial number Brackets not encoded in the barcode</i>	2	Fixed	Numeric
500	Quantity/Units in Secondary pack	Upto 8	Variable	Alphanumeric
<p><i>Recommended Barcode depending upon the space available – GSIData matrix Or GSI-128</i></p>	 (02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 500 <i>or</i>  (02) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (37) 500			

<b>Primary Level Pack: Data Attributes Captured</b>				
<i>a. Unique product identification code (GTIN)</i>				
<b>Barcode e.g. - (01) 1 8901072 00253 6</b>				
Attribute	Description	Length	Nature	Data Type
(01)	<i>Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode</i>	2	Fixed	Numeric

1 8901072 00253 6	<i>GTIN-14 with first digit being the packaging indicator</i>	14	<i>Fixed</i>	<i>Numeric</i>
<i>Recommended Barcode– GS1 Datamatrix</i>	 (01) 1 8901072 00253 6			

**Please contact GS1 India office for any further assistance –**

**GS1 India** (Under Min. of Commerce, Govt. of India)

330, 2<sup>nd</sup> Floor, ‘C’ Wing, August Kranti Bhawan, Bhikaji Cama Place, New Delhi, 110066

**T** +91-11-42890890, (D) +91-11-42890846

**F** +91-11-26168730, **Email:** [ankit@gs1india.org](mailto:ankit@gs1india.org)

**Website:** <http://www.gs1india.org>

**ANNEXURE –II**

Ref. Clause No. 4.1(a)

**DECLARATION**

I/We M/s. .... represented by its Proprietor/Managing Partner /Managing Director having its registered office at .....and 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-CONSUMABLES-071/2018 dated 28/09/2018** 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 holding and have uploaded (a) valid license for quoted Oxo-biodegradable Sanitary Napkins, (b) 3 years market standing certificate issued by C.A. or ICWA for quoted Oxo-biodegradable Sanitary Napkins, (c) a certificate manufactured & marketed 3 crore Sanitary Napkins/Oxo-Biodegradable sanitary Napkins within 3 years issued by C.A., 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/agreement shall be cancelled with forfeiture of EMD/SECURITY DEPOSIT/Bank guarantee against tender no. BPPI/SURGICAL-CONSUMABLES-071/2018 dated 28/09/2018 along with other action.

(III) 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 Oxo-biodegradable Sanitary Napkins with bar code as per ANNEXURE I and as per the design as per enclosures to ANNEXURE XI 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 Oxo-biodegradable Sanitary Napkins by affixing logo on Primary/Secondary/ Tertiary packing for the imported items along with the generic name as per the designs given in enclosures to Annexure XI as well as other instructions given in this regard.

(V) that in pursuant to the conditions in Clause No. 8.2 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 / Oxo-biodegradable Sanitary Napkins supplied either by any State government or Central Government Organization or its Sanitary napkins / Oxo-biodegradable Sanitary Napkins procurement agencies for the following products quoted in the tender at the time of submission of bid. Further, quoted Sanitary napkins / Oxo-biodegradable Sanitary Napkins have not been failed in house testing or testing by any State Government/Central Government / its surgical consumables procurement agencies during last three years. We are eligible to participate in the tender ref. No. **BPPI/SURGICAL-CONSUMABLES-071/2018** dated **28/09/2018** for the following products: -

Sr. No.	Item Code	Name of the oxo biodegradable sanitary napkins as per tender document	Unit Size	Address of Manufacturing Unit

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 8.1**

**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 Shri .....and 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.

Sr.No.	Financial Year	Turnover in Lakhs (Rs.)
1.	2015-16	
2.	2016-17	
3.	2017-18	
<b>TOTAL</b>		Rs.....Lakhs
<b>Average Turnover per annual</b>		Rs.....Lakhs

It is certified that M/s \_\_\_\_\_ has Production/Supply& financial capacity to manufacture/Supply and deliver the Oxo-biodegradable 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. For manufacturing Capacity prove, M/s\_\_\_\_\_ has the following List of Machineries, and scanned copy of Purchased Invoices are attached here.

Sr. No.	Name of Machinery	No. of Units	Capacity per day

- (III) It is certified that M/S.....have manufactured/ supplied and marketed 3 crore Sanitary Napkins/ 100 % Oxo-Biodegradable sanitary Napkins within 3 years.
- (IV) Further, It is certified that M/S .....is Micro and Small Enterprises (MSE) and registered with Director of Industries of concerned State/UT or appropriate authorities for quoted Oxo-biodegradable Sanitary Napkins against BPPI tender No. BPPI/SURGICAL-CONSUMABLES-071/2018 and eligible for exemption of paying EMD. This MSMEs is owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs.

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 (j)

**CHECK-LIST (Whether Uploaded the documents)****COVER – A**

Sr. No.	Check List	YES /NO	Please indicate Page nos.
1.	Checklist - ANNEXURE – V		
2.	EMD Rs. 50,000/- in the form of <b>Bank Guarantee or Bankers Cheque or Demand Draft</b> uploaded as per ANNEXURE-III DD No..... Dated...../.... /..... issued by ..... (name of bank) and <b>delivered to BPPI</b> . Uploaded NSIC/MSME certificate for exemption if any.		
3.	Scanned copy of manufacturing License for quoted product		
4.	Copy of document for authorising by Oxo-biodegradable material Manufacturer/Supplier/Importer to use the Oxo-biodegradable additives.		
5.	Copies of balance sheet for last three years 2015-16,2016-17 & 2017-18		
6.	Copy of ISI license if applicable		
7.	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority		
8.	Scanned copy of Market Standing Certificate issued by C.A. or ICWA.		
9.	A certificate from their C.A. or ICWA that tenderer has manufactured, supplied or marketed at least 3 crore sanitary napkins/ Oxo-Biodegradable Sanitary Napkins in last three years.		
10.	Supporting documents to standard mentioned in Clause 2(f)		
11.	Scanned copy of 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).		
12.	Scanned copy of ANNEXURE –II (Declaration for eligibility in participating the tender) and <b>original Annexure II delivered to BPPI.</b>		
13.	Scanned copy of valid GS1 registration certificate for bar coding		
14.	Scanned copy of Annexure IV – (A certificate from CA or Company Secretary).		
15.	Scanned copy of ANNEXURE-VIII (Details for Manufacturing Capacity & Batch Size)		
16.	Scanned copy of ANNEXURE—XII (Mandate form)		

**NOTE: -EMD instrument and Original ANNEXURE –II (Declaration for eligibility in participating the tender) are to be delivered in original to BPPI, New Delhi on or before the date and time stipulated in bid document..**

Name and signature of authorized signatory (with company seal)

.....

**ANNEXURE –VI** (Ref: -Clause 8.1)

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD**

Whereas .....  
(Hereinafter called the “tenderer”) has submitted their offer dated..... for the supply  
Of Oxo-biodegradable Sanitary Napkins (hereinafter called the “tender”) against the purchaser’s tender enquiry No. BPPI/SURGICAL-CONSUMABLES-071/2018 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. fifty thousand 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 of .....2018.

**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 31/07/2019 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 9.1 & 9.2**

**Bureau of Pharma Public Sector Undertakings of India, New Delhi  
Tender for supply of Oxo-biodegradable Sanitary Napkins (Tender No.  
BPPI/SURGICAL-CONSUMABLES-071/2018 dated 28/09/2018)**

Sr. No.	Item Code	Name and description of Items	Unit Size	Shipper Pack Size	Approx. Tender quantity in unit's size
1	8140	<p><b>Oxo- Biodegradable Sanitary Napkins Regular Size with wings</b></p> <p><b>Length:</b> 240+_ 10mm <b>Width:</b> 60to 70mm <b>Thickness:</b> 10+_2mm <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material. Remaining parameters confirming to IS specification no. 5405: 1980/CE Certified.</p>	Pack of 4 Sanitary Napkins	4's X 50	75,00,000
2	8141	<p>Oxo- Biodegradable Sanitary Napkins Large Size with wings</p> <p><b>Length: 280+_ 10mm</b> Width: 60to 70mm Thickness: 10+_2mm <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material.  Remaining parameters confirming to IS specification no. 5405: 1980/CE Certified.</p>	Pack of 4 Sanitary Napkins	4's X 50	75,00,000
3	8142	<p>Oxo- Biodegradable Sanitary Napkins Extra Large (XL) Size with wings</p> <p><b>Length: 320+_ 10mm</b> Width: 60to 70mm Thickness: 10+_2mm <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material.  Remaining parameters confirming to IS specification no. 5405 : 1980/CE Certified</p>	Pack of 4 Sanitary Napkins	4's X 50	25,00,000

**Annexure – VIII****{Ref: - clause 9.1(ii)}**

Sr. No.	Item Code	Name and description of Items	Unit Size	Tender Approx. Qty. in unit size	Manufacturing Capacity per year in Unit size	Manufacturing Batch Size in Unit size
1	8140	<p><b>Oxo- Biodegradable Sanitary Napkins Regular Size with wings</b></p> <p><b>Length:</b> 240+_ 10mm  <b>Width:</b> 60to 70mm  <b>Thickness:</b> 10+_2mm  <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material.            Remaining parameters confirming to IS specification no. 5405: 1980/CE Certified.</p>	Pack of 4 Sanitary Napkins	75,00,000		
2	8141	<p>Oxo- Biodegradable Sanitary Napkins Large Size with wings</p> <p><b>Length: 280+_ 10mm</b>            Width: 60to 70mm            Thickness: 10+_2mm  <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material.            Remaining parameters confirming to IS specification no. 5405: 1980/CE Certified.</p>	Pack of 4 Sanitary Napkins	75,00,000		
3	8142	<p>Oxo- Biodegradable Sanitary Napkins Extra Large (XL) Size with wings</p> <p><b>Length: 320+_ 10mm</b>            Width: 60to 70mm            Thickness: 10+_2mm  <b>Back Strip-</b> A back strip for sticking the sanitary napkin onto the underwear should be there using good adhesive material.            Remaining parameters confirming to IS specification no. 5405 : 1980/CE Certified</p>	Pack of 4 Sanitary Napkins	25,00,000		



**ANNEXURE-IX**

Ref:- Clause 10.4

**Letter of acceptance of tender for price agreement****Speed post/e-mail**

Ref. No. BPPI/SURGICAL-CONSUMABLES-071/2018

Date: .....

To,  
M/S \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_**Sub: Tender for the Supply of Oxo-biodegradable Sanitary Napkins to BPPI for two years: Acceptance tender for price agreement and Deposit of Performance Security Amount.****Ref: Your quotation against BPPI e-Tender No. BPPI/SURGICAL-CONSUMABLES-071/2018 dated: 28/09/2018 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 **Oxo-biodegradable Sanitary Napkins** to BPPI for two years, the rate offered/accepted by your firm has been approved for price agreement for two years i.e. up to .....as per details below: -

S.N.	Item Code	Item Name	Unit Size	Quantity	Rates in Rs. Per unit exclusive of GST	Rate of GST	Rates in Rs. Per unit inclusive of GST
Total value of price agreement							

2.You are requested to kindly remit performance security deposit in form of demand draft or irrevocable bank guarantee from scheduled bank which is equivalent to Rs....., as stipulated in the tender document within 15 days from the date of receipt of this letter for the supply of **Oxo-biodegradable Sanitary Napkins to BPPI**. Format for Bank Guarantee towards performance security deposit shall be as per Annexure X of tender document.

Performance security deposit if paid in form of Bank Guarantee should be valid for three years from the date of i.e. Valid till ...../2021.

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

Please acknowledge receipt.

**BPPI**

**ANNEXURE-X**

Ref. Clause No.11.1

**Performance Security Bank Guarantee**

(unconditional)

To: Bureau of Pharma Public Sector Undertakings of India, (Name of purchaser)  
8<sup>th</sup> Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-  
110055      **WHEREAS**.....

(Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of  
Tender BPPI/SURGICAL-CONSUMABLES-071/2018 dated **28/09/2018** to supply of  
Oxo-biodegradable Sanitary Napkins for two year, (Description of Goods and Services)  
hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the  
Supplier shall furnish you with a Bank Guarantee for the sum specified therein as security  
for compliance with the Supplier’s performance obligations in accordance with the  
Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you,  
on behalf of the Supplier, upto a total of  
.....(Amount of the  
Guarantee in Words and Figures) and we undertake to pay you, upon your first written  
demand declaring the Supplier to be in default under the Contract and without cavil or  
argument., any sum or sums within the limit of  
.....(Amount of the Guarantee in Words and Figures)  
as aforesaid, without your needing to prove or to show grounds or reasons for your  
demand or the sum specified therein.

This guarantee is valid until the ..... day of.....202...

Signature and Seal of Guarantors

.....  
.....

Date.....2018

Address.....

**ANNEXURE-XI**

Ref. Clause no 14

**DECLARATION**

I do hereby declare that I will supply the Oxo-biodegradable Sanitary Napkins as per the design in enclosures to this Annexure or any design given by BPPI at the time of placing the order, as well as other instruction given in this regard.

Signature of the Tenderer



(Name in capital letter with designation)

**Enclosure to ANNEXURE-XI**



Ref. Clause no 14

**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 :	
<b>Janaushadhi-Suvidha</b>	
	<b>Bureau of Pharma Public Sector Undertakings of India</b>
	8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
	BPPI ITEM CODE—XXXX

Or

Manufactured for:	
	<b>Janaushadhi-Suvidha</b>
<b>Bureau of Pharma Public Sector Undertakings of India</b>	
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	
 प्रधानमंत्री <b>भारतीय</b> <b>जन औषधि</b> <b>परियोजना</b>	<b>Janaushadhi-Suvidha</b>
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

**ANNEXURE-XII**

Ref. clause 17.2

**MANDATE FORM**

<b>Sr. No.</b>	<b>Details Required</b>	
1.	<b>Company Name</b>	
2.	Postal Address of the Company	
	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.	<b>Bank Details</b>	
	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 / agreement 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:

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