

GOVERNMENT OF KARNATAKA

RURAL DEVELOPMENT AND PANCHAYAT RAJ DEPARTMENT KARNATAKA PANCHAYAT RAJ COMMISSIONERATE, BENGALURU

TENDER FOR SUPPLY OF MENSTRUAL CUPS (MC)
UNDER ADVANCING SUSTAINABLE MENSTRUAL
HYGIENE MANAGEMENT - AN INITIATIVE FOR ZERO
MENSTRUAL WASTE PROGRAMME

KARNATAKA PANCHAYAT RAJ COMMISSIONERATE (KPRC), KALIDASA MARG, K.G. ROAD, BENGALURU - 560009

TABLE OF CONTENTS

Sl. No.	Particulars		Page No.
1	TENDER NOTIFIC	CATION	4
	SECTION I – INFO	DRMATION TO BIDDERS	
1	SCHEDULE OF RE	QUIREMENT	5
2	ELIGIBILITY CRIT	ERIA	8
3	SUBMISSION OF	TENDER	11
4	SUBMISSION OF	SAMPLES	14
5	EVALUATION OF	TECHNICAL BIDS	14
6	EVALUATION OF	FINANCIAL BIDS	15
7	FINAL SELECTION	OF THE BIDDER AND AWARDING OF THE CONTRACT	15
	SECTION II- TER	MS OF THE CONTRACT	
1	TERMS OF THE C	ONTRACT	16
	SECTION III- BID	DOCUMENTS	
1	Annexure –I	DETAILS OF THE BIDDER	25
2	Annexure -II	FINANCIAL STATUS OF THE FIRM	26
3	Annexure -III	DETAILS OF MANUFACTURING UNIT	27
4	Annexure -IV	CAPACITY INSTALLATION STATEMENT	28
5	Annexure - V	OFFERED SUPPLY CAPACITY AND LEAD TIME	29
6	Annexure - VI	MANUFACTURING AND MARKET STANDING CERTIFICATE	30
7	Annexure - VII	DETAILS OF PAST PERFORMANCE	31
8	Annexure - VIII	FORMAT FOR SUBMISSION OF SAMPLES	32
9	Annexure - IX	DECLARATION	33
10	Annexure - X	GENERAL POWER OF ATTORNEY	35

Sl. No.		Particulars	Page No.
	SECTION IV -	TECHNICAL AND SPECIFICATON REQUIREMENTS	
1	Appendix -1	TECHNICAL AND SPECIFICATON REQUIREMENTS	37
	SECTION V - R	REFERENCE DOCUMENTS	
1	Appendix -2	DESIGNS FOR LOGOGRAMS	41
2	Appendix -3	CONTRACT FORM	43
3	Appendix -4	PERFORMANCE SECURITY BANK GUARANTEE FORM	44

Note: Appendix 2 to 4 relating the post award of the Contract are for reference only, and subject to modifications as necessary at the time of issue of purchase order or at the time of execution of the Contract as per the requirement of the procurement entity.

KARNATAKA PANCHAYAT RAJ COMMISSIONERATE

Kalidasa Marg, K.G. Road, Bengaluru - 560009 Phone: 080-22010401/413/415, Email: prckar.tender@gmail.com website: https://prcrdpr.karnataka.gov.in

REF: NO. KPRC-ADM2/181/2023 (Part 1)

Date: 01.03.2024

TENDER INVITATION FOR SUPPLY OF MENSTRUAL CUPS (MC)

Karnataka Panchayat Raj Commissionerate (KPRC), invites proposal in two cover system for supply of Menstrual Cups (MC) under Advancing Sustainable Menstrual Hygiene Management: An initiative for Zero Menstrual Waste Programme across 7 districts of Kalyana Karnataka region through e-procurement portal (https://kppp.karnataka.gov.in/) as per the provisions of the Karnataka Transparencyin Public Procurement Act 1999 & Rules 2000. Prospective suppliers willing to participate in this tender shall necessarily register themselves with above mentioned e procurement portal.

1	Tender Reference No and	KPRC-ADM2/181/2023 (Part 1) &
	Date of Commencement of Tender Document in E Portal	01.03.2024
2	Date and Time of Pre-Bid Meeting	07.03.2024 11.30 Hrs.
		Venue : Office of Commissioner,
		Karnataka Panchayat Raj Commissionerate,
		Kalidasa Marg, K.G. Road,
		Bengaluru – 560009
		Ph.: 080-22010401, 22010413, 22010415
3	Last date & Time for submission of Tender	15.03.2024 17.00 Hrs.
4	Last date & Time for submission of Sample	16.03.2024 16.00 Hrs.
5	Date & Time of opening of the technical bid	18.03.2024 11.00 Hrs.
6	Tentative Date &	20.03.2024 11.00 Hrs.
	Time of opening of Financial bid	20.03.2021 11.00 1113.
7	EMD Amount	1.5% of estimated cost
8	Address for communication	Office of the Commissioner,
		Karnataka Panchayat Raj Commissionerate,
		Kalidasa Marg, K.G. road, Gandhi Nagar,
		Bengaluru - 560009

Commissioner

& Chairman, Tender Inviting Committee, Karnataka Panchayat Raj Commissionerate, Rural Development and Panchayat Raj Department

SECTION I - INFORMATION TO BIDDERS

1. SCHEDULE OF REQUIREMENT

Sl.	Description of the product	Quantity	EMD Amount
No.		(In No.s)	(Rs. In Lakhs)
1	Re-Usable Menstrual Cups1x1	3,01,159	4,50,000

- a. *MSE units registered with NSIC Single point Registration scheme are exempted from payment of EMD in the e-procurement portal subject to submission of valid NSIC SPRS certificate. (NSIC registers Micro & small Enterprises (MSEs) under Single Point Registration scheme (SPRS) for participation in Government Purchases. The units registered under Single Point Registration Scheme of NSIC are eligible to get the benefits under Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 as notified by the Government of India, Ministry of Micro Small & Medium Enterprises, New Delhi vide Gazette Notification dated 23.03.2012 and amendment vide order no. S.O. 5670(E) dated 9th November 2018.)
- b. **With regard to applicability of Turnover criteria to MSE Units, the bidders who have registered with NSIC under single point registration scheme or registered under Udyam Portal of Government of India are considered as 'Micro/ Small enterprises'.
- c. An EMD tender fee of **1.5%** of estimated cost is charged.
- d. The Estimate for the current proposal is approximately Rs. 3.00 Cr for about 3,01,159 menstrual Cups.
- e. The above mentioned required quantity may slightly vary based on the final quoted rate in the tender bidding.

The project will also collaborate with Gram Panchayat members and officials.

Target group	Bidar	Yadgir	Kalaburagi	Raichur	Ballari	Koppal	Vijaya nagar	Total
SHG Women members*	35,705	28,426	44,447	34,905	32,100	28,611	29,592	233,786
Government Women Functionaries*	10,512	7069	14,404	12,767	5,551	8,963	8,107	67,373
Total	46,217	35,495	58,851	47,672	37,651	37,574	37,699	301,159
*Source: The Govt.	Functionar	ies data is a	s provided by the	respective of	listricts and	SHG mem	bers data is	provided

- by KSRLPS.
- 1.1 The primary goal of this tender is to select eligible bidder for supply of Menstrual Cups (MC) to Government Women Functionaries and SHG/PRI women across 7 Districts of Kalyana Karnataka (Ballari, Bidar, Kalaburgi, Koppal, Raichur, Vijayanagar & Yadgir).
- 1.2 This tender intends to provide all the details of the products that are deemed necessary to share with the prospective vendors. The details of approximate quantity required, EMD, turnover requirement etc. was provided in Schedule of requirement above. The detailed specification of the Product is available at **Appendix-1**
- 1.3 The tenderer should confirm that the composition/specifications, packing, minimum batch size, etc., of the product which has been offered by them are strictly in accordance with the details shown in the Schedule of requirement and Annexures/Appendices.
- 1.4 The estimated quantity shown is based on the approximate requirement as estimated for the period of contract; however, the quantity may vary at the time of entering into contract, based on the actual requirements.

1.5 KPRC shall be the final authority with respect to selection of a shortlisted vendor (Successful bidder,) through this tender. KPRC reserves the right to reject any or all the bids without assigning any reason. KPRC further reserves the right to negotiate the prices with the selected agency.

2. GENERAL

- 2.1. Participants declared by Central / State Government to be ineligible to participate for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices shall notbe eligible.
- 2.2. It will be the responsibility of each Bidder to fully acquaint themselves with the local conditions and other relevant factors at the proposed sites which would have any effect on the performance of the contract and / or the cost. The Bidders are advised to visit the proposed locations (at its own cost) and due-diligence can be conducted before the pre-bid meeting/ bid-submission.
- 2.3. Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing services before entering into contract will in no way relieve the successful Bidder from performing any work in accordance with the Tender documents.
- 2.4. It will be imperative for each Bidder to fully aware themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents.
- 2.5. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the KPRC and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the KPRC on account of failure of the Bidder to appraise themselves of local laws and site conditions.
- 2.6. The tender documents can be downloaded from the e-Procurement portal of Government of Karnataka and submitted online through e-Procurement Portal only.
- 2.7. The last date and time for submission of tenders is as shown in e-procurement portal. The opening of technical bid and financial bids will be done through e-portal on the date as mentioned in e-Procurement portal. The financial bids will be opened after completion of evaluation of the technical bids.

For any clarification, the bidders are requested to contact OFFICE OF THE COMMISSIONER, KARNATAKA PANCHAYAT RAJ COMMISSIONERATE (KPRC), KALIDASA MARG, K.G. ROAD, BENGALURU - 560009

Phone: 080-22010401/22010413/22010415, Email: prckar.tender@gmail.com.

3. Pre-bid Queries and Meeting

3.1. The prospective bidders are requested to submit their queries only through e-procurement portal. The Pre-bid meeting will be held by the tender inviting authority either at the office of the Commissioner, KPRC, Bengaluru or in virtual mode through online video conferencing portal on the date and time as indicated in the Tender Notification. In case of Virtual Meeting, the ID for joining the meeting online will be published in the e-portal.

4. Response to Pre-bid queries and Amendment of TENDER Document

4.1. Queries strictly relating to this tender will only be answered. Commissioner, KPRC neither makes representation or warranty as to the completeness of any response made in good faith, nor does Commissioner, KPRC undertake to answer all the queries posted by the bidders.

Page 6 of 45

4.2. At any time the Tender inviting authority may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All the amendments made in the document would be published in the portal https://kppp.karnataka.gov.in/. The bidders are also advised to visit the aforementioned website on regular basis for checking necessary updates. The Tender inviting authority also reserves the rights to amend the target dates mentioned in this tender for bid process.

5. Authentication of Bid

The "Bidder" as used in the tender shall mean the one who has signed the Bid document forms. The Bidder may be either the Principal Officer or the duly Authorized Representative of the Bidder, in which case Bidder shall submit an Authorization Certificate. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall be furnished and signed by the authorized representative or the Principal.

6. Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by KPRC to facilitate the evaluation process, and in negotiating a definitive Service Agreement and all such activities related to the bid process.

7. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and KPRC, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

8. Validation of interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be attested by the person or persons signing the bid.

9. ELIGIBILITY CRITERIA

SI No.	Eligibility Criteria	Documents to be furnished by the Bidder in support of Eligibility Criteria
	a) The manufacturers having valid manufacturing license with experience in manufacturing and in marketing of the quoted product, as on the last date of tender submission are eligible to participate. b) In case of imported product, only the Direct importers from the Manufacturer abroad having valid Import License with an experience in importing the quoted product, as on the last date of tender submission are eligible to participate c) Distributors/Suppliers/Agents/Loan licensees are not eligible to participate	in support of Eligibility Criteria The Bidders shall submit following documents: i) General documents (All the bidders) a) Details of Bidder shall be submitted as per Annexure I b) Registration certificate/s of the bidding entity such as Incorporation Certificate/Registration of Firms/Partnership deed/Establishment registration Certificate etc. c) Market Standing Certificate issued by Chartered Accountant shall be submitted as per Annexure VI. ii) In case of bidder being a Manufacturer: a) Valid Manufacturing/Factory License issued by the competent
		authority b) Details of Manufacturing Unit as per Annexure III
		c) Details of installed capacity as per Annexure IV
		iii) In case of bidder being an Importer:
		a) Import/Export certificate issued by the Competent authority
		b) Copy of valid Manufacturing/Factory License related to Original Manufacturer issued by the statutory/competent authorities of the Respective Countries towards the product offered by the bidder

Towards financial capability: 2 i. The bidder should have Average Annual turnover as indicated at Section I (1), schedule of requirement against each of the item being offered by the bidder, during preceding 3 years ie., 2020-21 2021-22 and 2022-23. ii. In case of MSE units the bidder should have Average Annual turnover as indicated at Section I (1), schedule of requirement against each of the item being offered by the bidder, during preceding 2 years ie., 2021-22 and 2022-23.

All the documents below for 3 years (for 2 Years in case of MSME):

- a) Audited Statement of Accounts viz.. Balance Sheet, Trading/Profit and Loss Account
- b) IT Returns
- c) Certificate bv the issued Chartered Accountant per Annexure II

(the CA Certificate shall bear the UDIN Numbergenerated by the CA)

- The bidder should have executed supply of 3 Menstrual Cups (MC) in a Single OR multiple orders "Government Departments Government organizations/ Government undertakings/ Government institutions / Private Departments / Organizations / Institutions" in India, during any one year, out of preceding five years 2018-19, 2019-20, 2020-21 2021-22 and 2022-23,, as a percentage of estimated quantity:

All the documents below: -

- Copies of the Purchase/work orders
- Satisfactory completion certificate issued by the buyer/invoices/payment release
- Furnish the details as per format in Annexure VII.
- a) In case of Manufacturer (Non MSE) 80% of the estimated Quantity
- b) In case of Manufacturer/OEM (MSE) 50% of the estimated Quantity
- c) In case of direct Importers 30% of the estimated Quantity.

Offered Supply Capacity and Lead Time: 4

a. Bidders should quote entire tendered quantity against the product for which the bid is submitted and commit the quantity as exclusively earmarked for the Procurement Agency in this tender irrespective of any other tender that may befloated by any other agency for any product in which the same Bidder becomes eligible or is selected.

The name & code of the product/s quoted, production capacity of monthly item earmarked exclusively for the Bid Procurement Agency and the lead time for effecting the supplies; (initial schedule and subsequent schedule) for the product should be furnished as per Annexure V

b. The bidder shall agree for supplies within the lead time from the date of placement of Purchaser Order or Letter of Intent as per the schedule of requirement.

		ASMHM PROGRAMME /KPRC /RDPR 2023-24
5	The bidder should have valid documentary proof of GST registration	GST Registration certification along with the GST remittance returns for a period of 3 months up to 31st March 2023
	a) The bidder / Manufacturer should not have been debarred/blacklisted by any State Government, Central & State Govt. Undertakings/ enterprises/ Organizations and by any other Quasi Government bodies/ Organizations, World Bank / Govt E- marketing portal or any major Enterprise / Organization in India for not of standard quality, non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices, not meeting critical conditions/security clearance etc.	
	 b) The concern/firm/company whose product has been declared as of spurious or adulterated quality and any convicted towards any criminal case or filed/pending criminal case in any court, such concern/firm/ company are not be eligible to participate for that particular product. c) The bidder should not be under liquidation; 	
	court receivership or similar proceedings and should not be bankrupt.	Declaration as per Annexure IX
	d) The bidders debarred/blacklisted in any of the Govt. Department/ organization/ Health institution, but the process of such action against the bidder is stayed by a Court interim order and pending in Court for final disposal/decision as on the last date prescribed for bid submission, such information shall be disclosed by bidder in the Declaration, Annexure -IX, Clause 12. The tender inviting/evaluation/ accepting authority reserves the right to consider the eligibility of the bidder either responsive or non-responsive based on the implied conditions of the stay order or any other legal implications.	
7	The Products offered by the bidder shall have valid BIS Certification as on the date of tender submission and meet the product requirement as per the technical specification of the Bid	The bidder should submit the following document along with Bid documents. a) BIS Certificate

Document.

productbeing offered.

b) Detailed description of the essential composition/specifications of the

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8	The bidder from such countries sharing a land border with India will be eligible to participate only if the bidder is registered with the Competent Authority as per the Directions of the Ministry of Finance Government of India.	If the bidder is sharing a Land border with India then Registration Certificate and Model Certificate issued by the Competent Authority to be obtained as specified vide Office Memorandum No. F.No.6/18/2019 - PPD issued by Ministry of Finance, GOI dt.23rd July 2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020. A declaration has to be submitted in Compliance regarding restrictions on public procurements from bidders of countries which shares a Land Borderwith India, in the form of Declaration as per Annexure IX
9	Earnest Money Deposit:	To be submitted online through e-procurement portal. The EMD for NSIC Registered units under single point registration system of the Government of India is exempted. The bidder shall select the relevant option in the portal against EMD payment clause and upload the NSIC registration certificate
10	Consortiums are not allowed to participate in the Tender	Should comply

10. SUBMISSION OF TENDER

- 10.1. Interested parties with relevant experience to undertake supply of products as per the schedule of requirement and meeting eligibility criteria are required to submit their technical and financial bids through e-portal.
- 10.2. Interested bidders shall pay the tender processing fee as specified in e Procurement portal.

The Name of the Bidding entity and authorized signatory of the tender shall be as registered in the E-portal of the Government of Karnataka and shall be uniform/same across all the supporting documents submitted by the bidder. The supporting documents submitted towards various eligibility criteria like turnover, past performance, licenses, Registration certificates etc., having different names (such as variation in spellings, words, names of sister/associated companies or Group of companies) will not be considered for evaluation and the such bids will be subject to disqualification.

- In case of change in the name of the Bidding entity itself during the timeline due to Management decisions, amalgamation, acquisition etc.., necessary amendment documents as approved by the Government authority shall be submitted along with Technical documents. Otherwise, the bids are subject to rejection.
- 10.3. In case of bid documents being signed by (representative) other than the Authorized signatory registered in the E-portal (Having digital key in his name), necessary General Power of Attorney issued by the Authorized signatory in the name of the representative, as per **Annexure X** on a stamp paper, for signing of the Tender documents and submission on his behalf shall be submitted.
- 10.4. The bidder under no circumstances will be allowed to update/amend or furnish additional documents in support of eligibility criteria/specification etc., after opening of the Technical bids. Only the document submitted through e-portal will be considered for evaluation of the bids. However, the tender inviting authority reserves the right to seek clarifications/additional information/documents from the bidder for cross verification during the course of evaluation, if necessary.
- 10.5. All the documents submitted should be signed with seal by the Authorized signatory on each page.

11. First Cover - Technical Bid

- 11.1. Details of the Bidder as per Annexure I
- 11.2. All the documents in support of meeting minimum eligibility criteria at Clause (9) and corresponding Annexure of Bid document
- 11.3. Declaration as per **Annexure IX** on Rs. 100 Stamp paper, duly notarized.
- 11.4. The scanned copies of each page of the tender shall be signed and seal affixed by the authorized signatory of the tender.
- 11.5. The Documents against each criterion shall be in the PDF/JPG format. The information contained in the documents shall be clear, legible and printable form, in the A4 size.
- 11.6. In case the documents under single criteria are having multiple pages/files; the same shall be compressed with ZIP/WinRAR format and be uploaded.
- 11.7. The tender inviting authority reserves the right to call for original copies of documents submitted against technical bid if necessary, for cross verification, like Audited Financial Statements, Certificates issued by Chartered accountant /competent authorities etc.
- 11.8. **Earnest Money Deposit:** The EMD amount as indicated in the schedule of requirement which shall be submitted through e-procurement portal.

12. Second Cover - Financial Bid

- 12.1. Prices shall be quoted only in Indian Rupees (INR).
- 12.2. The end price quoted shall include GST, cost of package, transportation and delivery, and other incidental charges as applicable. The breakup of amount of GST, Packing and Transportation shall be indicated separately as per the provisions provided in the E-portal.
- 12.3. The Bidder shall indicate prices for various components as per formats prescribed in this tender document. Prices should be shown separately for each item as detailed in the Financial bid format.
- 12.4. Rates quoted should be inclusive of all taxes for each of the unit prescribed in Section I (1)
- 12.5. Bids with counter conditions like "AT CURRENT MARKET RATES", "SUBJECT TO AVAILABILITY", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the Bids with such conditions shall be treated as incomplete and accordingly the Tender will not be considered.
- 12.6. The price quoted by the Bidders shall in any case not exceed the controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP).
- 12.7. The Tender Inviting Authority will exercise the right to revise the price at any stage so as to conform to the controlled price or MRP or the lowest selling price of the Bidder as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Bidder.
- 12.8. Prices shall be quoted per unit. Rate shall have to be quoted in accordance with instructions laid down in tender. In case of errors/misunderstanding in offering unit price, no justification/expiations will be honored and such offers will be excluded during evaluation and short listing.
- 12.9. The price components furnished by the Bidder will be solely for the purpose of facilitating the comparison of bids by KPRC and will not in any way limit the KPRC's right to negotiate on any of the terms offered.
- 12.10.Prices quoted in the bid must be firm and final and shall not subject to any upward modifications, on any account whatsoever. However, KPRC reserves the right to negotiate the prices quoted in the bid to effect downward modification.
- 12.11. The Bidder shall prepare the bid based on details provided in the TENDER. It must be clearly understood that the scope of supplies is intended to give the bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the KPRC. The Bidder shall carryout all the tasks in accordance with the requirement of the TENDER and it shall be the responsibility of the Bidder to fully meet all the requirements of the TENDER.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- 13.1. No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- 13.2. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period as specified in the TENDER. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD and the KPRC

may initiate additional punitive measures including but not restricted to debarment/blacklisting of the bidder

14. RIGHTS TO THE CONTENT OF THE PROPOSAL

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

15. SUBMISSION OF SAMPLES

- 15.1. As a part of technical evaluation, the bidder are required to submit the Samples of the Products being offered by them. The samples submitted by the bidders, shall be considered for the purpose of technically qualifying the bidders for the quoted product and placement of orders in case they become successful bidders as per the evaluation criteria.
- 15.2. The bidder shall submit the samples to the Commissioner in the format of Annexure VIII, as per Quantity indicated in **Appendix 1 for the product they have quoted, within the stipulated date**.
- 15.3. The composition/specifications of samples shall be as per the tender composition/specifications including the packing specification, otherwise the sample is liable to be rejected. However, the samples are exempted from the printing of the Logogram as per logogram specifications stipulated in **Appendix 2** and its Enclosures.
- 15.4. The cost of the sample shall be borne by the bidder. KPRC shall not bear any expense towards cost of samples, transport etc.
- 15.5. The submitted sample shall not be returned to the bidder either successful or unsuccessful, under any circumstances.

16. EVALUATION OF TECHNICAL BIDS

- 16.1. The Technical bids are evaluated based on the:
 - 16.1.1. Eligibility criteria specified and the documents furnished by the Bidder in technical bid (first cover) in support of meeting the eligibility criteria and submission of EMD.
 - 16.1.2. Samples meeting the composition/specifications.
- 16.2. The technical bids shall not contain the financial part of the bid. In case the prices are disclosed at Technical evaluation stage, the bid is liable for rejection as a whole.
- 16.3. **Verification of original documents:** The tender inviting authority reserve the right to verify the original documents, copies of which submitted through e-portal during the submission of tender. The bidder shall produce the Original Documents as and when requested by the Tender inviting authority. Failure on the part of the Bidder to produce original document on demand at any point of time may result in rejection of the bid.
- 16.4. **Submission of Original Documents:** It is mandatory that, the Successful bidder shall submit following documents in original **with original seal and signature** (of which the softcopies uploaded through e-Procurement portal) within 7 days, from last date prescribed for submission of Technical Bids.

- 16.4.1. Forms of Annexure.
- 16.4.2. Forms of Specification/technical compliance
- 16.4.3. Affidavits/Declarations specific for the tender.
- 16.4.4. Catalogue and Product Literature.
- 16.4.5. Documents/communications particularly addressed to KPRC and/orlimited to Current tender.
- 16.5. The Purchaser may waive any minor informality or non-conformity or irregularity in a supporting document being submitted against meeting the eligibility criteria under clause 9, which does not constitute a material deviation from the eligibility criteria and technical/specification requirement prescribed, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer. For this provision, the Tender Inviting authority or the Tender Accepting authority or the Tender Scrutiny Committee may seek bonafide clarifications from Tenderers during the evaluation of tenders under Rule 23(3) of Karnataka Transparency in public Procurement Rules. 2000.
- 16.6. The forms like Performance Certificate, Market Standing, Licenses/ permissions, etc..., will be evaluated against the product they have offered under Annexure VI and Samples submitted.

17. EVALUATION OF FINANCIAL BIDS:

- 17.1. Only, the financial bids (2nd cover) of the bidders who are qualified in the technical evaluation will be opened.
- 17.2. The financial bids are evaluated based on the lowest quoted total value of each package, as per schedule of requirement.
- 17.3. **Price/Purchase preference to MSME Units:** The price and purchase preference will be extended to MSE's units for the goods manufactured in Karnataka as per the latest notifications/ amendments/ Circular Guidelines issued by the Government of Karnataka for the KTPP Act/Rules, as applicable for the period of the New Industrial Policy 2021-25.

18. FINAL SELECTION OF THE BIDDER AND AWARDING OF THE CONTRACT.

- 18.1 The final selection of the bidder/bidders will be based on the lowest quoted total value of bid. (Appendix 3)
- 18.2 However, in case of more than 1 bid stood at L1 with equal pricing, one among them will be selected as 'Successful L1 bidder' through Lottery system.
- 18.3 Initially Purchase Order will be placed for 50% of the requirements and further Purchase Order will be issued if requirement proposed by Program Division.

SECTION II - TERMS OF THE CONTRACT

- 1. **Prices:** The end price quoted shall include GST, package, transportation and delivery, and other incidental charges as applicable. If a change in Statutory levies in future, the same should be reflected in the landed price & the vendor shall intimate the Office of the Commissioner (KPRC), Bengaluru immediately. If the prices are revised downwards or if the vendor supplies the same product under similar terms and conditions to anyorganization, at a price lower than the quoted price, then the price would automatically stand revised to that lower price (refer fall clause 3. below).
- 2. The price of the products will be firm during the course of execution of the Contract and noupward revision will be allowed, excluding GST. The rate of GST applicable as at the time of supply.
- 3. **Fall Clause:** The bidder undertakes that, he has not supplied/supplying the similar product at a price lower than that offered in the present bid to any other Government Departments/Govt. Organizations in India under similar terms and conditions and if it is found at any stage that the similar product was supplied by the bidder to any other Government Departments/Govt. Organizations in India at a lower price under similar terms and conditions, then that very price with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the bidder to the buyer if the contract has already been concluded/payment made.
- 4. The successful bidder should enter into a Contract with KPRC within 15 days from the date of issue LOA (letter of Acceptance) towards execution of the supplies. The agreement should also contain the following documents:
 - 4.1. Schedule of requirement or schedule of delivery
 - 4.2. Manufacturing Licenses/ permission, GMP issued by the competent authorities
 - 4.3. composition/specifications, shelf life and storage related instructions of the products offered
 - 4.4. Name, address, mobile number and email address of the supply point to be contacted in case of failure or complaint.

5. Quantity of procurement:

- 5.1. The details of the product and quantity required are shown in Schedule of requirement Section I (1).
- 5.2. The quantity is only a tentative indicative requirement and may be increased or decreased by the Procurement Agency at its discretion, depending on the actual need while placing the purchase order.
- 5.3. The Bidders shall supply the product only on the basis of the Purchase Order issued by the Procurement Agency. Any supply without a valid Purchase Order will not be accepted and no liability will be accepted by the Procurement Agency for any payment on this account. The Maximum quantity being ordered on the successful bidder for each of the item will be limited to the offered supply capacity by the bidder.
- 5.4. The Bidders should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking once the Purchase Order is issued.
- 5.5. The procurement agency may schedule the supply of goods in more than one lot under staggered delivery schedule spread across the consumption period keeping in view the stock in hand, consumption pattern and shelf life of the products.

6. Security Deposit:

- 6.1. The successful bidder shall furnish performance security within 15 days from the date of letter of intent/purchase order at 5% on contract value in the form of DD or Bankers Guarantee issued by a Nationalized Bank (In Favor of, will be specified at the time of LoA), having validity not less than 36 months in general and may subject to extended period based on the products ordered, from the date of issue of purchase order.
- 6.2. The tender inviting authority reserve the rights to get the Security deposit/Bank Guarantee extended for further period based on the extended period of delivery schedule.
- 6.3. Failure to submission of Security deposit will result in termination of the contract apart from forfeiture of the EMD.
- 6.4. The Performance Security will be discharged by the purchaser and returned to the Supplier not later than 3 months after the validity period, without any interest accrued on it, following the date of completion of the Supplier's performance obligations, including any warranty obligations.

7. Quality Assurance:

7.1. Compliance:

The manufacturer shall guarantee that the products:

- a) Comply with all provisions of the specifications
- b) Meet the laid down standards for safety, efficacy and quality;
- c) Are fit for the purposes made known to the Seller
- d) Are free from defects in workmanship and in materials

7.2. Pre-Inspection by the Supplier:

Manufacturers/Contract should satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specifications. On examination of any sample from any portion of the consignment of the materials are not found to fully conform to the particulars governing the supply, the entire order shall be rejected.

7.3. **Pre-Dispatch Inspection/Testing:** Before the supplies are made, each batch of the product shall be tested and the test certificate shall be enclosed along with the invoice. However, Department of Rural Development and Panchayat Raj, Karnataka reserves the right to draw samples and test it as and when required. (Refer Specification Standards at **Appendix 1** for further information of pre-dispatch inspecting, sampling and testing.)

8. Supplies and Delivery:

- 8.1. The products shall be supplied to the locations across Karnataka state as stipulated in the Purchase order and as per the delivery schedule given or as amended. Supplies should be made directly by the Supplier and not through any Agency/Dealer/Distributors.
- 8.2. The supplier shall supply the ordered quantity as a single consignment within 30 days from the date of Purchase Order or as per the revised delivery schedule issued if any to all the destinations mentioned in the Purchase Order. If the 30th day happens to be non-working day, the supply should be completed on the next working

day. In case the supply is not completed within the stipulated time, the Procurement Agency will have the liberty to make alternative procurement arrangements for the Product without any notice/information to the supplier. This will be treated as default in supply. In case of any urgent/emergency requirement/change in the demand pattern, the KPRC reserves the right to alter/prepone the delivery schedule with mutual consent (i.e., agreed by the supplier).

- 8.3. Each consignment of supply shall be mandatorily accompanied with (i) NABL accredited laboratory report regarding quality of each batch of the product covered in the invoice/challan and (ii) in-house test report towards all the batches of products.
- 8.4. Supplies, without Test Report of the Tests and Analysis for each batch from NABL accredited laboratories, will be rejected and will be deemed as "Not Supplied" even if the consignment is left in the premises of the Purchaser for whatsoever reason.
- 8.5. The products supplied in excess of the ordered quantity will not be accepted and the supplier shall take back the excess at their cost. Procurement Agency will not be responsible for the loss to the supplier and will not entertain any claim on this account.
- 8.6. The supplier shall supply the Item(s) at the specified destination along with original excise invoice, Test reports of raw materials procured and finished products for every batch, Delivery Challans and other relevant documents. Any supply without the above documents will not be accepted and the said supply will be accepted only on the date of submission of the required documents.
- 8.7. The supplier shall ensure the quantity relevant to the Batch Number of the products is mentioned in the invoice. Any variation will be examined seriously and the payment for the supply will be released only after confirmation of the batch number by the supplier and reconciliation of the same. While at the discretion of the Procurement Agency, minor normal variations in the batch numbers in the invoices and actual supply may be accepted, any abnormal variation may lead to Blacklisting of the product(s) by the Procurement Agency.
- 8.8. It will be the responsibility of the supplier to supply products at the destinations mentioned in the Purchase Order and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature in regional language etc.,
- 8.9. It shall be the responsibility of the supplier for any shortage/damage/breakages at the time of receipt at the designated places.
- 8.10. If at any time the Bidder has, in the opinion of the ordering authority, delayed in making any supply by reasons of any riots, mutinies, wars, fire. Storm, tempest or other exceptional cause on a specific request made by the Bidder within 7 days from the date of such incident, the time for making supply may be extended by the COMMISSIONER, KPRC at his/her discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, Power cut, Labour disputes.
- 8.11. The in-charge of warehouse/consignee will acknowledge the Product received & ensure entry in Register.

9. Recalls/Replacement:

The products must be recalled by the manufacturer at the manufacturer's cost if rejected by Department of Rural Development and Panchayat raj, Karnataka or authorized representative because of problems with product quality or adverse reactions of the product to the user. The

supplier will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund. The supplier shall have to pay penalty as prescribed by Department of Rural Development and Panchayat raj, Karnataka.

10. Payment:

- a) No advance payment towards costs of the product will be made to the supplier.
- b) On completion of the delivery schedule, the supplier shall submit invoice in triplicate duly stamped and signed with the GST as applicable in the name of the consignee/authority as may be designated.
- c) Payment will be made within 30 days after receipt of original invoice, standard test reports with certification for goods received in good condition from the consignee mentioned in the purchase order subject to passing the samples in quality tests at the empanelled laboratories or Labs approved by the Drug Controller.
- d) No interest will be chargeable for delayed payments.
- e) The payment of the bill shall be made after deducting the dues, penalty, if any. The payment in full or part of the bills shall be withheld in the following circumstances:
 - i. The goods are found sub-standard or in non-acceptable conditions.
 - ii. Breach of condition of any contract by the Holder.
 - iii. Any due payments/recoveries towards penalty.
- **E-Payment:** All the payments to the supplier will be made through Cheque/E payment by the concerned Zilla Panchayat of Districts.

11. Shelf life:

- 11.1. All Products supplied must indicate the Date of Manufacture and date of Expiry. The Product supplied shall be of minimum 3 Years shelf life, from the date of Manufacture, and must arrive at the purchaser's point with a remaining shelf life of at 5/6 of the total stipulated shelf life of the product from the date of supply. The stores must continue to confirm to the usual specifications and functional/usage requirements, if tested at any time during its shelf life till its expiry date.
- 11.2. In case, the product supplied is below prescribed and residual shelf life at the time of supply, the same will be rejected.
- 11.3. If at any time during the shelf life of the stores, the samples drawn from the batches in stock are declared not conforming to specifications, the Purchaser shall stop the use of the quantity in stock and the supplier shall replace or cause to replace, within a period of 2-months of intimation by the Department for replacement.
- 11.4. The above clause is also applicable to replacement batches.
- 11.5. If the supplier fails to replace the quantity within two months in being called upon the do so, recovery cost will be made from the supplier.

12. Packaging and Labeling:

12.1. Primary Package:

- a) One (1) cup with a textile pouch in a protective primary packaging.
- b) Cup is individually placed in a sealed package between the factory and the end user.

- c) Label includes: Name and address of manufacturer, Product name and description including brand name (as per program division).
- d) Manufacturer's product code or reference number Product size Manufacturingand expiry date Lot/batch information.
- e) Symbols used according to ISO 15223 CE or FDA mark, QC Passed sticker, etc.
- f) 1 Unit = 1 MC, 1 Pouch user guide & covering box.

12.2. Secondary Package:

The primary package should be packed in boxes for easy handling, transport and distribution. It shall be fabricated from Millboard / grey board / cardboard with a minimum of bursting strength of 9-10 Kg/cm2. The designing and printing of the label on the secondary package shall be done at the cost of the manufacturer as per printing matter including logo provided by Program office, Department of Rural Development and Panchayat raj, Karnataka.

Secondary Packing: 1 Box= 10 Units

12.3. Bar Coding:

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

- a) Product identification (GTIN 14) using application identifier (01)
- b) Expiry Date in YY/MM/DD format & using application identifier (17)
- c) Master batch number using application identifier (10)
- d) Complete details on GS1 standards along with technical guidelines can be downloaded from www.gs 1india.org or www.gs1.org

12.4. Markings

- a) All packages and invoices must bear the name of the product, expiry date and appropriate storage conditions.
- b) Secondary Package: The following information shall be stenciled or labelled on the exterior shipping cartons on all four sides in bold letters.
- c) At least Arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to Department of Rural Development and Panchayat raj, Karnataka:
 - (1) Generic name of the product
 - (2) Lot or batch number
 - (3) Date of manufacture (month and year)
 - (4) Expiration date (month and year)
 - (5) Bar Code
 - (6) Manufacturer's name and registered address
 - (7) Consignee's address and emergency phone number including mobile number
 - (8) Contact number
 - (9) Number of boxes contained in the carton
 - (10) Gross weight of each carton (in kg)
 - (11) Instructions for storage and handling

13.Logograms

- 13.1. Logogram means, wherever the context occurs, the design as specified in **Appendix 2**. The name of the product shall be mentioned in State's official language and English only.
- 13.2. Bids for the supply for tendered product shall be considered only if the Bidder gives an undertaking that the product(s) will be prepared as per the composition/specifications such as strength, minimum size and packed with appropriate size of the strips/blisters and with the logogram of proportionate size either printed or embossed on menstrual Cups, as per the design enclosed as per **Appendix 1**
- 13.3. The Products have to be supplied in standard packing of 1 piece in each pack with printed logogram of proportionate size. Affixing of stickers and rubber stamps shall not be accepted.

14. Non-Performance Penalty:

In all the cases of failure on the part of the supplier to deliver any or all the goods including the replacement against the rejections if any, within the period(s) specified in the contract, the KPRC shall without prejudice to its other remedies under the contract, recover the penalty from the supplier, as liquidated damages:

- 14.1. Levy of penalty for delay in supply of tender item: A sum equivalent to 0.5% of the delivered price of the delayed goods, including the replacement against rejections, for each week or part thereof delay until actual delivery against the prescribed period of delivery/replacement, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the KPRC may consider termination of the contract and forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract.
- 14.2. Levy of penalty in case of non-supplies: A sum equivalent to value of the performance Guarantee submitted. The KPRC may initiate forfeiture of Security Deposit/performance Guarantee pursuant to general conditions of contract and termination of the contract.
- 15. **Risk Purchase Penal Clause:** If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from next eligible bidder or from any available source and any extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

16. Debarment/Blacklisting.:

Unless otherwise specified in the forgoing clauses, the KPRC reserve the rights to Debar/Blacklist the bidder/supplier against specific products, for a period of not less than 3 years as per the guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020, apart from cancellation of the Purchase order, forfeiture of EMD/Security Deposit, towards the lapses/defaults being reported/ found/ observed/ committed as detailed under:

16.1. Debarment/Blacklisting of the firm

- a) Submission of false/misleading/fabricated/invalid/void documents against the bid and non-adherence to agreed terms and conditions of the tender.
- b) Not having manufacturing Unit/installed capacity, as declared at the time of bid submission.

- c) Non submission of Security deposit within the stipulated/extended time, leading to cancellation of LOI/ Purchase order.
- d) Withdrawal of bid or non-execution of supplies within the stipulated/extended period.
- e) Supply of spurious/inferior/substandard/NOSQ products/Mis-branded products.
- f) Violation and convictions if any under the applicable laws/rules during the currency of contract period.
- g) Failure of quality at the time of Lab tests in more than 3 instances/batches of testing of same product during the period of contract.
- h) Any other Corrupt/Fraudulent/unethical business practices

16.2. Debarment/Blacklisting of the firm

In case of a firm debarred/blacklisted by the KPRC for more than 3 products within a period of one year either under the same or different Tenders/Purchase orders for any of the reasons stated above or committing similar offence in more than 3 instances, the KPRC reserves the right to Blacklist the firm as a whole for a period of not less than 3 years as per the provisions of the KTPP Act/Rules and guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020, apart from cancellation of the Purchase order, forfeiture of EMD/Security Deposit

16.3. The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under relevant Acts or any other law of Land. KPRC, will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state Government / Central Government and its procurement agencies including respective State Drugs Control Department where the company or firm is located.

16.4. The process of Debarment/Blacklisting and Resolution of Disputes:

The process of Debarment/blacklisting by KPRC will be carried in accordance with the provisions of the KTPP Act/Rules and guidelines issued by the Government of Karnataka under section 26(A)(B)(C) vide notification No NO:FD 884 Exp-12/2019, Bangalore Dated 7th May 2020 In case of a dispute or difference arising between the KPRC and a supplier relating to any matter arising out of or connected with the Debarment/Blacklisting, such dispute or difference shall be settled as per the provisions of the said Act/Rules and notifications.

- 17. In addition to the action of debarment/blacklisting stated above, the Procuring Entity is entitled, and it shall be lawful on their part to:
 - 17.1. File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
 - 17.2. Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
 - 17.3. Initiation of suitable disciplinary/legal/criminal proceedings under the applicable Laws against the firm or individual towards:
 - 17.3.1. Submission of fabricated/forged/misleading documents with an intention to win the bid or gain advantage over the competitors.

- 17.3.2. Criminal negligence while execution of the contract or breach of contract which may lead to loss or damage to human life.
- 18. If the supplier or any of its approved product gets debarred/banned/blacklisted in any state are the subject of debarment/blacklisting is pending for hearing/decision/disposal in the Court of Law, after entering into agreement with KPRC for the products for which their bids were accepted, it shall be the responsibility of the supplier to inform KPRC without any delay about the same.
 - 18.1. In case the Firm is black listed/debarred/banned after submission of bid document for the products for which their bids were submitted, it should inform the KPRC within 15 days of blacklisting/debarring/banning. If the blacklisted/debarred / banned firm does not inform the KPRC within stipulated time, a penalty amounting to @ two percent of purchase orders towards the issued between the date of blacklisting/debarring/banning and the date of informing to KPRC, both dates inclusive, shall be imposed, subject to a minimum penalty of Rs 20,000 and a maximum penalty up to Rs 2,00,000 only.
 - 18.2. If it is brought to the notice of KPRC that the similar product of the supplier firm has been found spurious / adulterated in any other state (whether the firm/ product has been blacklisted/ debarred/ banned or not); then no further purchase orders shall be issued for the product and the contract with the firm for the product shall be cancelled.

19. Corrupt or Fraudulent Practices

The Government requires that Tenderer/Suppliers observe the highest standard of ethics during the procurement and execution of Government financed contracts. In pursuance of this policy, the Government defines, for the purposes of this provision, the terms set forth as follows:

- 19.1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and'
- 19.2. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Tenderer/ Manufacturers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
- 19.3. will reject a proposal for award if it determines that the Tenderer/Supplier recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 19.4. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

20. Termination:

20.1. The Department may at any time terminate the Contract by giving written notice to the Tenderers/Suppliers, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderer/Supplier provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

- 20.2. Termination for Default: The Department may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Suppliers, terminate the Contract in whole or part:
 - i. if the Tenderers / Suppliers fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the purchaser or
 - ii. if the Tenderers / Suppliers fails to perform any other obligation(s) under the Contract.
- 21. The Department, reserves the right either to accept or reject/cancel the Tender. The decision of the Department will be final.
- 22. The complete Tendering and Evaluation process will be carried as per the provisions of the KTPP Act and subsequent amendments/circulars/guidelines. Tender Accepting Authority reserves the right to alter the quantity /to accept or reject/cancel the tender within the provisions of the KTPP act and Rules. The decision of the Tender Inviting Authority will be final.
- 23. The purchaser reserves the right at the time of contract award to increase or decrease by up to 25% of the quantity of goods originally specified in the schedule of requirement without any change in unit prices and other terms and condition.
- 24. **Jurisdiction**: In case of any dispute, the jurisdiction of the court shall be at Bengaluru.

Commissioner

& Chairman, Tender Inviting Committee, Karnataka Panchayat Raj Commissionerate, Rural Development and Panchayat Raj Department

SECTION III – BID DOCUMENTS

Annexure -I <u>Tender for supply of Menstrual Cups (MC)</u>

DETAILS OF THE BIDDER

_		
a	Name of the firm	
	Office Address	
	Telephone and Fax Number	
b	Works Address	
	Telephone and Fax Number	
С	Name of the Authorized Signatory of the Tender	
	Phone/ Mobile Phone No. Email ID	
d	Name of the Contact personPhone/ Mobile Phone No. Email ID	
e	Status of the Bidder (such as Govt Organization/Undertaking, Public/Private Ltd Co, Partnership Firm, HUF, SSI,)	
f	Registration of the bidding Firm/Incorporation of Company/Establishment Registration Details	Registration of Firm/Incorporating of Company/Establishment Registration Noand Date
g	Details of Manufacturer	Name of the Manufacturer: Address of the Manufacturer: Authorization Certificate/ letter Noand Datevalid up to
h	GST Registration	Manufacturer - Noand Date
i	Details of ISO Certificate	NoDateValid up
1955.00 II	a) Details of Bank account with IFSC Code b) Recipient ID in Kajane 2 (If available)	

Annexure - II

Tender for supply of Menstrual Cups (MC)

FINANCIAL STATUS OF THE FIRM

We hereby certify the Sales Turnover $\,M/s...\,$ is as below for the periods mentioned.

Sl. No.	Financial Year	Annual Turnover (In Rs.)	Net Profit/Loss for the year
1	2021-22		
2	2021-22		
3	2022-23		

The total net worth of the firm as on 31/03/2022 to 31/03/2023 is as Rs
UDI Number
Seal and Signature of the Chartered Accountant Membership number of CA:

Note to bidders:

- 1. Enclosing of supporting documents such as Audited Statement accounts and IT returns for all the three years is compulsory for qualifying in the Technical bid
- 2. Generating UDI No. for issue of CA Certificate is Mandatory. CA certificate not having UDI Number will be considered as Invalid.

Annexure - III

Tender for supply of Menstrual Cups (MC) DETAILS OF MANUFACTURING UNIT

(Details of manufacturing unit shall be for the premises where the product quoted are actually manufactured.)

1	Name of the Manufacturing Unit & Full Address as appeared in the Manufacturing License	:	
2	Office Phone Nos.		
3	Contact Persons and Mobile Numbers		
4	E-Mail	:	
5	Date of Inception		
6	License No. & Date	10	
7	Issued by	4.	
8	Valid up to	4	
9	Capacity Installation Certificate	1	
10	Menstrual Cups	Na.	
11	Tablets		
12	Capsules	18	
	General		
13	Beta-Lactum	5	
14	Injections	:	
15	Ampoules	4	
15 16	Ampoules Vials	4	
16	Vials	3	
16 17	Vials I V Fluids	**	
16 17 18	Vials I V Fluids Sterile Powders		
16 17 18 19	Vials I V Fluids Sterile Powders Liquids		
16 17 18 19 20	Vials I V Fluids Sterile Powders Liquids Suspensions		
16 17 18 19 20 21	Vials I V Fluids Sterile Powders Liquids Suspensions Syrups		
16 17 18 19 20 21 22	Vials I V Fluids Sterile Powders Liquids Suspensions Syrups Drops		
16 17 18 19 20 21 22 23	Vials I V Fluids Sterile Powders Liquids Suspensions Syrups Drops Dry syrups		
16 17 18 19 20 21 22 23 24	Vials I V Fluids Sterile Powders Liquids Suspensions Syrups Drops Dry syrups Ointments		

Annexure - IV

Tender for supply of Menstrual Cups (MC)

CAPACITY INSTALLATION STATEMENT

Name & Address of the Manufacturer

(Factory address to be indicated)

Particulars of Factory license numbers with validity

Installed capacity particulars

SI. No.	Category of preparation [Form]	Unit of Measure	No. of units per shift	No. of Shifts per day	Total quantity of production per day in number of units
1					
2					
3					

Note: The unit of measure of the product shall be as per Schedule of requirement

Annexure - V

Tender for supply of Menstrual Cups (MC)

ITEMS QUOTED UNDER THIS TENDER

SI No	Item Code	Name of the Item quoted	Pharmacopoeial Specification	Strength ofthe product available under each product (Per Month)	Total qty offered to supply during the period of contract	Initial lead time for First batch of supply	Subsequent lead time for supply of each batch/delivery schedule
1							
2							
3							

Note:

1. Lead time required for affecting the supplies shall be from the date of supply orders placed by the procurement entities.

Annexure - VI

Tender for supply of Menstrual Cups (MC)

MANUFACTURING AND MARKET STANDING CERTIFICATE

- 1. This is to certify that M/s.....re holding license No.......Valid upto...... for manufacture of Medical Product/ Device Items.
- 2. It is further certified that the firm is manufacturing and Marketing the below mentioned products during the years (i.e., 2020-21, 2021-22 and 2022-23)
- 3. The manufacturer has submitted year wise (April to March) statement of manufacture and sale of the concerned Medical product/ Device Items duly certified by Charted Accountant.
- 4. Name & Address of the Manufacturer:

SI. No.	Year	Name of the product produced	Product Mfg Lic. no.	Product Code	No. of Batches produced	Batch Nos.	Name & Address of the Purchaser
1	2020-21						
	2021-22						
	2022-23						
2	2020-21						
	2021-22						
	2022-23						

Note:

1. Quantity shall be in terms of standard unit of Package/measure in Schedule of requirement Lead time required for affecting the supplies shall be from the date of supply orders placed by the procurement entities.

Seal and Signature of the CA Membership number of CA:

Annexure - VII

Tender for supply of Menstrual Cups (MC)

DETAILS OF PAST PERFORMANCE

Note:

1. Quantity shall be in terms of standard unit of Package/measure in Schedule of requirement Lead time required for affecting the supplies shall be from the date of supply orders placed by the procurement entities.

Details of tendered product supplied during 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23

		Organization with full address,	Supply/work	Description prese	of Product/: ent Tender S		Copy of the work	Satisfactory Certificate issued by the client enclosed (Yes or no)	
Sl. No.	Financial Year	Name of the contact person and Phone Number	order No. and Date	Nomenclature of the Product		Total Value of the Product	order enclosed (Yes or no)		
a	b	С	d	е	f	G	h	i	

(Seal & Signature of the Authorised Signatory.)

Note to bidders:

a) It is mandatory that, all the Columns of Annexure VII shall be filled, including the details of Product description/Nomenclature, quantity and value of the product covered under each PO and also furnish copy of the Purchase order (without Masking the price and Values), satisfactory installation/completion certificate issued by the Client. Leaving any column blank, altering or removing the columns in Annexure VII, masking the price and values in the copy of the Purchase orders or non-submission of relevant copies of the Purchase orders and satisfactory completion/installation certificate will result in rejection of the bid.

Annexure - VIII

Tender for supply of Menstrual Cups (MC)

FORMAT FOR SUBMISSION OF SAMPLES.

(Minimum 30 units of samples shall be submitted)

SI. No.	ITEM CODE	NAME OF THE ITEM WITH COMPOSITION/SPECIFICATION	UNIT OF MEASURE	UNITS OF SAMPLE SUBMITTED
1		Menstrual Cups (MC) 1x1		30 units
		(Small, Medium, Large)		(10 units each)

Annexure - IX

Tender for supply of Menstrual Cups (MC)

DECLARATION (On Non judicial Stamp Paper Rs 100/-)

I/We M/s	Represented by	its Proprietor	r/Managing	Partner,	/Commissioner
having its registered offic	e at	Hereby decla	are as under	:-	

- (2) I / we do hereby declare that I will supply the product by affixing logogram and barcode on Primary/Secondary/ Tertiary packing for the product along with the generic name as per the designs given in Appendix as well as other instructions given in this regard. I / We understand that supplies without the logogram / wordings will be rejected and shall be deemed as violation of the contract.
- (3) All the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true.
- (4) Any of our personnel, representatives, sub-consultants, sub-contractors, service providers, suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage.
- (5) Indemnify and compensate the purchaser from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged document or statements.
- (6) We have not been blacklisted/barred by any of the State Government, Central Government, Central & State Govt. Undertakings/enterprises/ Organizations, Govt E-marketing portal or any other Quasi Government bodies/ Organizations or International organizations such as World Bank or any major Enterprise/Organization in India for not of standard quality, non-satisfactory performance, corrupt & Fraudulent or any other unethical business practices, not meeting critical conditions/security clearance etc.
- (7) We hereby declare that we are not under liquidation; court receivership or similar proceedings and bankrupt.
- (8) We do not have any pending cases in the Court of Law for hearing, final disposal/decision towards debarment/blacklist by any of the Govt. Department/ organisation/ Health institution, as on the last date prescribed for bid submission.
- (9) We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020 and GO of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020.
 - i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

Or

- ii. I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence
- iii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered.(A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)
- iv. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

If our Firm is found contravening this undertaking even after award of contract in our favor, we accept disciplinary action by purchaser including rejection of our TENDER, annulment of contract and blacklisting.

*Should be sworn	before	a l	Votary
------------------	--------	-----	--------

Date: / /	
Witness:-	Authorized Person's Signature
	Name & Designation with Seal
(1)	
(2)	

Annexure - X

Tender for supply of Menstrual Cups (MC)

FORM OF GENERAL POWER OF ATORNEY FOR SIGNING THE BID DOCUMENTS

Notes:

- 1. To be submitted on Non judicial Stamp Paper.
- ii. The GPA shall not be older than 12 months as on the date last date of Tender submission and shall be valid for not less than 18 Months.
- iii. GPA shall be issued by the Digital Signature Holder of Bidding Entity to represent him and to sign the bid document, and shall be issued in favor of only the designated Employees/ Directors/ Partners of the Bidding Entity.
- iv. In case of Companies incorporated under the Companies Act, Board Resolution shall be attached towards issue/approval of the GPA.

GENERAL POWER OF ATTORNEY

I,(Designation).... of(name of the Bidding entity), having the Digital Signature for Signing the Bid in the e-Procurement portal in my Name, here by through this General Power of Attorney authorize......(Name of the representative, signing the bid documents)..... working mv as......(Designation)...... to sign the Bid documents, to represent me in case of all Communication and transactions with KPRC including all such acts which deemed to be the part of the tender process and execution of contract. vi. The General Power of Attorney is valid for a period up to from the date of signing, unless it is revoked/withdrawn/cancelled by me through a written communication before the expiry. AND I/We/the(name of bidding entity)..... agrees that all acts, deeds or vii. things lawfully done by the said Attorneys or either of them under the authority of this power shall be construed as acts, deeds and things done by Me/Us/the... (name of bidding entity)...... and undertakes to confirm and ratify all and whatsoever the said Attorneys or either of them shall lawfully do or cause to be done by virtue of the

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

Signed, Sealed and Delivered by the

powers hereby given

Signed acknowledged by the

ASMHM PROGRAMME /KPRC /RDPR 2023-24

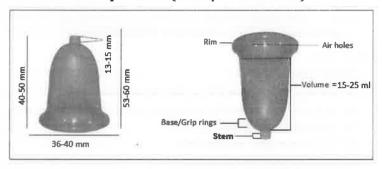
said(Name)	Said (Name)
(Issuer of the GPA)	(Holder of the GPA)
	Specimen Signatures
	1)
Seal and Signature	2)
	3)
in the presence of:	in the presence of:
Witness	Witness
1.	1.
2.	2.

Tender for supply of Menstrual Cups (MC)

Technical Specifications for supply of Menstrual Cups (MC)

Specification parameters and other requirements

1) Design and Dimensions of product: (Example: Small Size)



2) Specifications:

- a) Menstrual cup quality shall confirm to bio-compatibility evaluation as per **ISO 10993**.
- b) The raw material should be FDA approved, medical grade, toxic free, durable, hypoallergenic Silicone (medical grade platinum cured silicone rubber is preferred).
- c) Free from any dye or colorant (any coloring agent).
- d) Device should be comfortable to use, dimensionally stable and resilient to rebound.
- e) Device should go back immediately to its original form after a prolonged period of use.
- f) Device to ensure an easy insertion material (easy to unfold in the vaginal cavity) and removal.
- g) Device should be with good tear strength and endures boiling, cyclic use and pulling out.
- h) Device must be transparent.
- i) Device should be hypoallergenic, non-absorbent and contains no harmful additives or chemicals.
- j) Should be non-toxic, non-carcinogenic, and non-mutagenic and do not cause skin irritation or skin sensitization.
- k) Device is bio-compatible and does not change performance after multiple uses. Non-sterile, reusable for monthly use. Shelf life minimum 5 years. Easy to clean.
- l) Air holes:

- The cup must have a minimum of two air holes close to the rim and covering at least 2 sides.
- ii. Diameter of air holes should be approximately 1 mm each.
- iii. Air holes should not have sharp edges; the surface must be smooth.
- m) Cup wall thickness: 2 mm (+/- 0.3 mm).
- n) Pull-out stem length: minimum 13-15 mm.

Stem:

- i. The pull out stem design must allow firm grip for easy removal, easy spin and comfort during use.
- ii. The stem should not have a slippery surface, not hollow (for easy cleaning), and does not have sharp edges.

o) Cup Size:

Type: Small size

- i. Outer (ext.) diameter of the rim: 36-40 mm.
- ii. Length of the cup excluding pull out stem: 40-50 mm.
- iii. Cup capacity: 15-25 ml.
- iv. Firmness: Soft to Medium.
- v. Stem length: 13-15 mm.

Type: Medium size

- i. Outer (exterior) diameter of the rim: 41-44 mm.
- ii. Length of the cup excluding pull out stem: approx. 45-55 mm.
- iii. Cup is able to collect approx. 20-30 ml.
- iv. Firmness: Soft to Medium.
- v. Stem length: 13-15 mm.

Type: Large size

- i. Outer (ext.) diameter of the rim: 45-48 mm.
- ii. Length of the cup excluding pull out stem: approx. 48-58 mm.
- iii. Cup is able to collect approx. 30-40 ml.
- iv. Firmness: Medium to hard
- v. Stem length: 13-15 mm.

The technical specifications of Different sized cups will be scrutinized and approved by the technical scrutiny committee.

vi. Supplied with:

- a. A washable cotton pouch with a closing mechanism.
- b. The protective pouch is used for storing a cleaned cup during non-flow days.

3) Standards:

The finished product should comply with the following testing standards:

- i. ISO 10993-5: Cytotoxicity.
- ii. ISO 10993-10: Mucosal Irritation, Sensitization.
- iii. ISO 10993-10 Intra cutaneous irritation.
- iv. ISO 10993-23: Vaginal irritation.

(test report to be shared with KPRC on demand)

4) Mandatory compliances:

 a) Directive 2011/65/EU – Restriction of Hazardous Substances Directive (ROHS).

- b) USP <88> "CLASS VI" Tests Acute Systemic Toxicity.
- c) The program name to be printed on the pack will be intimated at the time of issuing LoA.
- d) Made/ Manufactured in India to promote GOI initiative of "Make in India". No import & repackaging.
- e) The M-Cup to be supplied in individual cloth pouch with required printed branding as required by program division. Along with user instructions in Kannada and English.

5) Instructions for use

- a) Manufacturer's instructions for use (in English and Kannada) should come with pictorial illustrations and/or drawings for folding and insertion.
- b) Instructions for Use (IFU) may include a QR code or a link to the video of instructions for use.
- c) IFU will include guidance for washing and sterilization. Instructions for storage and maintenance.
- d) Guidance for the appropriate time to empty and clean the cup (e.g. maximum 8 to 12 hours inside vagina), for not using the cup during non-flow days of the cycle, for leaking and guidance related to potential discoloration of the product.
- e) Instructions and warnings if irritation, discomfort, injury or a toxic shocksyndrome is experienced by the user.
- f) Warnings to prevent sharing of the cup or cup use during sexual intercourse. Warning to prevent use, if the cup is not properly washed/sterilized. The cup must be washed frequently in clean water as per manufacturer's instructions. Instructions should specify the manufacturer's recommendation for the maximum product life time (maximum time of use before replacement is required).

6) Components Quality control (QC) Sampling and Acceptance Criteria: Reference: ISO 2859-1.

a) For visual inspection

- I Level II Double Normal
- II For major defects: AQL: 0.40 (insufficient rubber (short-fill) under curing, functional defects).
- III For minor defects: AQL: 4.0 (Workmanship issues foreign material, air bubbles, poor cutting).

b) For Dimensional Inspection

- I. S-1, Single reduced.
- II. For critical dimensions: AQL: 0.40Accept / Reject: 0/1
- III. For non-critical dimensions: AQL: 4.0
- IV. Component should meet all the visual and dimensional requirements as per the specifications and drawing.

7) Packaging and labeling:

- a. One (1) cup with a textile pouch in a protective primary packaging.
- b. Cup is individually placed in a sealed package between the

Page 39 of 45

factory and theend user.

- c. Label includes: Name and address of manufacturer, Product name anddescription including brand name (as per program division).
- d. Manufacturer's product code or reference number Product size Manufacturing and expiry date Lot/batch information.
- e. Symbols used according to ISO 15223 CE or FDA mark, QC Passed sticker, etc.
- 8) Pre shipment Inspection: Each batch of finished components must be inspected as per the components acceptance criteria by procuring agency (Visual, dimensional and functional inspection criteria) before dispatch.
- 9) Should ensure that the lot fully complies with the quality requirements. Sample shall be taken on $\sqrt{n+1}$ basis. (n= no. of boxes)

10) **Documentation requirements**:

Components must be supplied along with the necessary production & QC documents contain the following details.

- a) Production document: Comprising date of production, Name of the operator, Product batch No, Total qty produced, Accepted Qty., Rejected Qty. Type of rejection, Process parameters (Machine No., Temperature, Injection Pressure, Injection speed, Cooling Time, Mould temperature, etc.)
- b) Quality Control Document: Contains the details of inprocess inspection & finished product Pre-shipment inspection details (Batch No, Date, Time of sampling, Sample size, Product quality status, Instruments / gauges used,etc).
- c) In process samples with proper identification (Batch No., Date & time, etc.) must be sent along with the consignment.
- d) Documentary proof shall be produced to ensure that, proper material is used for the production.
- e) Each product should be packed in single cloth covers with designs as decided by program division.

Environmental requirements: Sustainable, recycled, re-used or reusablematerials for packaging, textile pouch and containers for storage and cleaningare preferred, and the manufacturer of the cup is preferably in compliance with or operates as per the principles of ISO 14001.

SECTION V

Appendix -2

DESIGNS FOR LOGOGRAMS

GENERAL

THE LOGOGRAM and the WORDINGS should be printed on every part of each UNIT PACK of items.

The size of the logogram and that of the wordings should be bold enough and proportionate to the size of the label of each packing and the label in turn should also be proportionate to the size and material.

Logogram should be distinctly printed or embossed in RED COLOUR and should exclusively act as a 'High-lighter'. Consequently any other matter should not be printed in the same or similar colour as that of the Logogram or the Wordings.

RUBBER STAMP SEAL OR STICKER LOGOGRAM IS NOT ACCEPTABLE

With a label bearing the words "Karnataka Govt. Supplies - Not for sale" overprinted and the following logogram which will distinguish from the normal trade packing.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಗ್ರಾಮೀಣಾಭಿವೃದ್ದಿ ಮತ್ತು ಪಂಚಾಯತ ರಾಜ್ ಇಲಾಖೆ ಉತ್ಪನ್ನ - ಮಾರಾಟಕ್ಕಲ್ಲ

The outer cover packing should also contain the above logogram-

SPECIMEN LABEL FOR OUTER CARTON

Quantity Packed: _____ Net Weight:____ KARNATAKA PANCHAYAT RAJ COMMISSIONERATE Rural development and Panchayat Raj Department GOVERNMENT OF KARNATAKA

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಗ್ರಾಮೀಣಾಭಿವೃದ್ಧಿ ಮತ್ತು ಪಂಚಾಯತ ರಾಜ್ ಇಲಾಖೆ

ಉತ್ಪನ್ನ - ಮಾರಾಟಕ್ಕಲ್ಲ

NAME OF THE ITEM

~~~~~~~~~~

EXP. DATE: .....

Mfg Lic No : Batch. :

Mfg Date:

Manufactured by:

Signature & Seal

#### Appendix -3

| CONTR | ACT | FO | RM | 1 |
|-------|-----|----|----|---|
|-------|-----|----|----|---|

| THIS AGREEMENT made on theday of                                                        |
|-----------------------------------------------------------------------------------------|
| of purchaser) of (Country of Purchaser) (hereinafter called "the Purchaser") of the one |
| partand (Name of Supplier) of (City and Country of Supplier) (hereinafter called "the   |
| Supplier") of the other part: WHEREAS the Purchaser is desirous that certain            |
| Goods and ancillary services viz., (Brief Description of                                |
| Goods and Services) and has accepted a tender by the Supplier for the supply of         |
| with the value of(Contract Price in Words and Figures) (hereinafter                     |
| called "the Contract Price").                                                           |

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

| Sl.<br>No. | Brief Description of<br>Goods | Unit<br>Price | Total<br>Price | Delivery terms |
|------------|-------------------------------|---------------|----------------|----------------|
|            |                               |               |                |                |

#### **TOTAL VALUE:**

#### **DELIVERY SCHEDULE:**

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

| Signed, Sealed and Delivered by the | Signed, Sealed and Delivered by the |
|-------------------------------------|-------------------------------------|
| said                                | said                                |
| (For the Purchaser)                 | (For the Supplier)                  |
| in the presence of:                 | in the presence of:                 |

#### Appendix -4

#### PERFORMANCE SECURITY BANK GUARANTEE FORM

To,

Commissioner, KARNATAKA PANCHAYAT RAJ COMMISSIONERATE (KPRC), Kalidasa Marg, K G Road, Bangalore 560009

| 01 | GUARANTEE NO:                    |           |
|----|----------------------------------|-----------|
| 02 | AMOUNT OF THE GUARANTEE:         | Rs        |
| 03 | GUARANTEE COVERS FROM:           | Dt        |
| 04 | LAST DATE FOR LODGMENT OF CLAIM: | <u>Dt</u> |

- 1. This deed of guarantee executed by the .....Name of the Banker....(hereinafter referred to as the Bank) in favour of the KARNATAKA PANCHAYAT RAJ COMMISSIONERATE(KPRC), Kalidasa Marg, K. G. Road, Bengaluru 560009 (hereinafter referred to as the Beneficiary) for an amount not exceeding Rs. ....Value of Guarantee .... (Rupees in Words............) at the request of ....Name of the Vendor .... (hereinafter referred to as The Contractor).
- 3. We ....Name of the Banker ....do here by undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Beneficiary stating that the amount claimed in due by way of loss or damage caused to or would be caused or suffered by the Beneficiary by reason of breach by the said contractor (S) of any of the terms and conditions contained in the said agreement. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ....Value of Guarantee .... (Rupees in Words...)

- 5. We, ....Name of the Banker .....further agree with the Beneficiary have the fullest liberty without our consent and without effecting in any manner our obligations hereunder vary any of the terms and conditions of the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary, against he said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being allowed to the said contractor or for any forbearance, act or commission on the part of the department or any indulgence by the department of the said contractor or any such matter or thing what so ever/whichever under the law relating to surety would but for this provision have effect of so relieving us, until the day of Dt. ......, when the liability of the Bank will cease.
- 6. We,....Name of the Banker ....lastly undertaken not to revoke this guarantee during its currency except with the previous consent of the Beneficiary in writing.
- 7. Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. .....Value of Guarantee .... (Rupees in Words.............) Our guarantee shall remain in force until Dt. ................................ unless a claim in writing is presented to us and if unpaid a suit or action to enforce such claim is filed against us within three months from the above date, all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereafter.

| DATED: |  |  |  | FOR:                             |
|--------|--|--|--|----------------------------------|
|        |  |  |  |                                  |
|        |  |  |  | Signature and Seal of Guarantors |
|        |  |  |  |                                  |
|        |  |  |  |                                  |
|        |  |  |  | Address:                         |
|        |  |  |  |                                  |
|        |  |  |  |                                  |

