PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

(Under the Department of Pharmaceuticals, Govt. of India)

e-TENDER NOTICE

FOR SUPPLY OF BIODEGRADABLE & COMPOSTABLE SANITARY NAPKINS AND MATERNITY PADS

TO

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI) FOR TWO YEARS THROUGH A RATE CONTRACT

FOR

PRADHAN MANTRI BHARTIYA JAN AUSHADHI PARIYOJANA (PMBJP)

Tender Ref. No.: PMBI/SURGICAL/RC-239/2026 Dated 30/10/2026

Last Date of Submission of Online bid on CPP Portal: 23/11/2026

B-500, Tower B, 5th Floor,
World Trade Center, Nauroji Nagar,
New Delhi -110029
Website: janaushadhi.gov.in

Notice Inviting e-Tender (NIT) for the supply of Biodegradable & Compostable Sanitary Napkins and Maternity Pads to PMBI

NIT No.: - PMBI/SURGICAL/RC-239/2026 **Dated: 03/11/2026**

Pharmaceuticals & Medical Devices Bureau of India (PMBI) under the Department of Pharmaceuticals, Government of India, invites advertised e-Tender for **Online bids** from Experienced, Competent and Eligible manufacturers in two covers (Technical and Price) as per details in the tender document for supplying **Biodegradable & Compostable Sanitary Napkins and Maternity Pads**

2. Tender documents may be downloaded from the Central Public Procurement Portal (CPPP) based e-Procurement Portal i.e., https://eprocure.gov.in and from *website of PMBI:* janaushadhi.gov.in/ pmbi.co.in; *as* given in Critical Date Sheet as under: -

CRITICAL INFORMATION AND DATE SHEET

Sl. No.	Content	Information / Date Sheet
1	Tender Inviting Authority	Chief Executive Officer, PMBI
2	Tender Accepting Authority	Chief Executive Officer, PMBI
3	Date of availability of tender document on website	03/11/2026 (Tuesday)
4	Bid Document Download Start Date	03/11/2026 (Tuesday)
5	Doubts and queries regarding Tender document should be sent by mail to e-mail id's: proc10@janaushadhi.gov.in, proc8@janaushadhi.gov.in, proc9@janaushadhi.gov.in, dgm.pnqc@janaushadhi.gov.in by the likely bidders	Till 09/11/2026 (Monday) up to 17.00 Hours.
6	Contact Person for clarification if any	1. Gaurav Kaushik Junior Officer (Procurement) Phone: - 011-49431874 Email: - proc10@janaushadhi.gov.in 2. Mr. Rishabh Nagar Deputy Manager (Procurement) Phone: - 011-49431830 Email: - proc8@janaushadhi.gov.in 3. Mr. Prateek Mishra Manager (Sales & Marketing and Procurement) Phone: - 011-49431834 Email: - proc9@janaushadhi.gov.in 4. Mr. Jay Prakash Mishra Deputy General Manager (Procurement) Phone: - 011-49431811 Email: - dgm.pnqc@janaushadhi.gov.in

7	Time, date and place of pre-bid meeting ***Link to join Pre-bid meeting through Video Conference.***	**On 10/11/2026 (Tuesday) at 11:00 Hours** Pharmaceuticals & Medical Devices Bureau of India, B-500, Tower- B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi-110029 ***Link will be provided based on intending bidder's request and on submission of their pre-bid query/ authorization letter as per tender provision***
8	Bids in two covers (Technical and Price) online submission end Date & Time	**On 25/11/2026 (Wednesday) up to 17.00 Hours**
9	**Last Date and time for submission of Earnest Money Deposit (EMD), *Original Required Documents and 5 labelled samples as per Annexure I (Check List), in physical Form*** in office of Pharmaceuticals & Medical Devices Bureau of India, B-500, Tower-B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi -110029	**On 30/11/2026 (Monday) at 14:00 hours**
10	Cover-A (Technical Bid) Opening Date & Time.	**On 30/11/2026 (Monday) at 15:00 hours**
11	Cover-B (Price Bid) Opening Date & Time.	**To be intimated through Technical Bid Evaluation Summary on CPP Portal**
12	Bid/ Tender Should be valid for acceptance at least up to	150 days after opening of technical bid

Note: -

1. 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. Original documents shall reach this office on or before the stipulated date and time.
2. 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 Procurement Portal https://eprocure.gov.in.
3. 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 PMBI.
4. The tender document has to be viewed/downloaded from specified *website of PMBI:* janaushadhi.gov.in/ pmbi.co.in *and* CPPP website https://eprocure.gov.in. Bidders are advised to visit above specified websites regularly for updates/ Amendments/ Corrigendum till 3 days prior to the online bid submission date, if any and not be published elsewhere. The Updates/ Corrigendum/ Addendum shall be followed up to submission of tender and it will be the part of tender.
5. The purpose of this NIT is to provide interested parties with information to assist the preparation of their bid. While PMBI has taken due care in the preparation of the information contained herein, and believe it to be complete and accurate, neither it nor any of its authorities or agencies nor any of its respective officers, employees or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. The bidders must read all the terms and conditions of bidding document carefully and only submit the bid, if eligible and in possession of all the documents required. Corrigendum while all efforts have been made to avoid errors in the drafting of the tender documents, the

bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.

6. Further, PMBI does not claim that the information is exhaustive. Respondents to this NIT are required to make their own inquiries/ surveys and will be required to confirm, in writing, that they have done so and they did not rely solely on the information in NIT. PMBI is not responsible if no due diligence is performed by the bidders. The detailed terms and conditions have been given in tender document. Likely bidders are requested to go through the tender and quote for supply of items in accordance with requirements stated in the tender documents. Self-attested documents as required in tender document should be uploaded while submitting online bid. In absence of above document, the bid will be liable to be ignored and not considered.
7. Tender cost: The tender document can be downloaded free of cost from the CPPP e-Procurement Portal https://eprocure.gov.in and from the website of PMBI: janaushadhi.gov.in/ pmbi.co.in
8. Tender Shall be opened online on CPPP website https://eprocure.gov.in on scheduled date and time at PMBI Head office Conference Hall, If the office of PMBI happens to be closed on the last date and time mentioned for any of the event, the said event will take place on the next working day at the same time and venue.
9. Earnest Money Deposit (EMD): EMD of Rs. 10,00,000/- (Rupees Ten Lakh only) as indicated in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft from nationalized / Scheduled Bank favoring "Pharmaceuticals & Medical Devices Bureau of India" payable at Delhi which is to be delivered in original to PMBI on or before stipulated date against 'Bid opening Date' as mentioned in the 'Critical Date Sheet'. 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 to the e-Procurement portal along with other bid documents as prescribed in tender document. 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.**

   Further, Micro and Small Enterprises (MSEs) are exempted from submission of Earnest Money Deposit (EMD)/Bid Security in accordance with the prevailing Government of India guidelines. However, to avail of this exemption, bidders should submit a valid Udyam Registration Certificate along with the Technical Bid, as per Gazette Notification No. CG-DL-E-26062020-220191 dated 26.06.2020, Office Memorandum No. 21(5)/2019-P&G/Policy (Pt. IV) issued by the Ministry of MSME dated 06.08.2020, and Office Memorandum No. F.9/4/2020-PPD issued by the Department of Expenditure, Ministry of Finance, Government of India, dated 30.12.2021, as amended from time to time.

10. While quoting the rate Bidders must note for "Any reason (whatsoever it may be except the Force Majeure events/ condition as defined in the tender document or by the Government of India) for withdrawal of bid/ modification in bid/ any request pertaining to have quoted wrong rates for any unit size instead of the desired unit size in tender document/ BOQ shall not be considered as per clause 11 of the tender document.
11. Bidders shall quote the rates considering the Generic Name and composition of item, Unit Size, Pack Type, Art-work/ design, Shelf-life, delivery destination, delivery schedule etc.
12. Bidders are mandated to use Internationally accepted materials for production of items supplied to PMBI.
13. Bidders shall declare the shelf-life and submit Certificate of Analysis (CoA) of all materials used in manufacturing of products delivered to PMBI including the shelf-life of packaging materials.
14. Bidders shall accept tender provision pertaining to inspection by PMBI Officials of items, manufacturing process, manufacturing premises storage premises and any other premises associated with the products supplied to PMBI at any stage of production and supply. Bidder shall also accept the condition for testing of any batches of item which are either under production or are ready for delivery to PMBI.
15. Bidders shall accept all other terms and conditions of the tender document unconditionally, failing which bid shall not be processed further.
16. *Distributors/ Suppliers/ Marketer/ Agents/ Importer/ Non-local suppliers/ Loan Licensee are not eligible to participate in the Tenders. Liaisoning agents are strictly not permitted to bid on behalf of any manufacturer.*
17. *Bidder shall read the entire tender document and accept all terms and condition unconditionally.*

18. *Disclaimers and Rights of Procuring Entity: The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to reject any or all of the Bids, or cancel the tender process; or abandon the procurement of the Goods; or issue another tender for identical or similar Goods.*

Sd/-
Chief Executive Officer
Pharmaceuticals & Medical Devices Bureau of India

TABLE OF CONTENTS

Sl. No.	Description/ Content	Page No.
1	Instructions to Bidder	9
2	Schedule for Submission of Online Tender	10
3	Eligibility and Qualification Criteria (Technical Bid- Cover "A")	10
4	General conditions of the contract	14
5	Price Bid- Cover "B" (Financial Bid/ BOQ)	16
6	Earnest Money Deposit (EMD)	17
7	Guidelines for the preparation of tender	17
8	Period of validity of tender	18
9	Amendment of tender documents	18
10	Method of submission of tender	18
11	Modification and withdrawal of bids	19
12	Opening of tender	19
13	Evaluation of tender	19
14	Inspection of manufacturing facilities	19
15	Acceptance/ rejection of bids	20
16	Award of contract	20
17	Performance Security Deposit	21
18	Methodology for placing orders, Fall clause	21
19	Supply Conditions	23
20	Logograms	25
21	Packing	26
22	Quality testing & quality control	27
23	Payment provision	28
24	Handling & Testing Charges	28
25	Liquidated Damages and other penalties	28
26	Deduction and other penalties on account of Quality failure	29
27	Blacklisting in the event of withdrawal from the tender, and Non-Adherence to the Quality Standards and supply schedule	30
28	Saving Clause	32
29	Resolution of Disputes	32
30	Contacting the Purchaser (PMBI) by the Bidder	32
31	Fraudulent and Corrupt Practices	33

32	Jurisdiction	34
33	ANNEXURE - I (Check List)	35
34	ANNEXURE - II (Declaration for eligibility in participating the tender)	38
35	ANNEXURE - III (Earnest Money Deposit (EMD) to be uploaded online on CPP Portal	40
36	ANNEXURE - IV (A certificate from CA or Company Secretary).	41
37	ANNEXURE - V Part- A & Part- B (Mandate Form)	42
38	ANNEXURE -VI (Details of Manufacturing License & Market Standing Certificate)	45
39	ANNEXURE - VII (Declaration for Logogram)	46
40	ANNEXURE - VIII (Packing Specifications)	49
41	ANNEXURE - IX (Barcode Requirements)	50
42	ANNEXURE - X (Declaration of Local Content)	55
43	ANNEXURE - XI (Letter of Award of tender for Rate Contract)	56
44	ANNEXURE - XII (Details of requirements for items)	57
45	ANNEXURE - XIII (Packing of items)	60
46	ANNEXURE – XIV (Declaration for Non-drug Items)	61
47	ANNEXURE – XV (Declaration by Authorized Signatory of the firm *towards Compliance of Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020& 24 Jul 2020*)	62
48	ANNEXURE – XVI (Declaration of the source of material used in manufacturing of quoted items)	63
49	ANNEXURE – XVII (Sample Receipt)	64
50	ANNEXURE- XVIII (Format for Integrity Pact)	65
51	ANNEXURE- XIX (Declaration by non-blacklisting/non-conviction of the Firm)	69
52	ANNEXURE- XX (Format for Production Capacity Certificate)	70
53	ANNEXURE - XXI (Format of Undertaking cum Indemnity)	71
54	ANNEXURE - XXII (Format of Bank Guarantee submission of Earnest Money Deposit (EMD)	72
55	ANNEXURE- XXIII (Format for Agreement)	73
56	ANNEXURE- XXIV (Letter of Authorization)	77
57	ANNEXURE- XXV (Undertaking for submission of Batch Manufacturing Record (BMR) & Batch Packaging Record (BPR) with Technical Bid (COVER- A)	78
58	ANNEXURE -XXVI (Format of Performance Security Bank Guarantee)	79

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PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

e-TENDER FOR ESTABLISHMENT OF RATE CONTRACT FOR THE SUPPLY OF BIODEGRADABLE & COMPOSTABLE SANITARY NAPKINS AND MATERNITY PADS

TO

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)

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

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

At present, more than ***21000 stores*** are functional. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines/products at affordable prices.

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1. INSTRUCTIONS TO BIDDER:

The Bids are to be submitted in two parts i.e.,

A. Technical Bid **(Cover "A")**
B. Financial Bid / Price Bid **(Cover "B")**

A) The **TECHNICAL BID** shall contain the complete technical details of the firm and the documents to provide the eligibility and competency of the bidder and shall be submitted online only in the manner prescribed in bid document.
The documents desired in the Tender and **Earnest Money Deposit (EMD)** shall be submitted before the specified schedule at the office of PMBI super scribed, **"Tender Documents & Earnest Money Deposit (EMD) for Tender Reference No.- PMBI/SURGICAL/RC-239/2026 dated 30/10/2026 for the procurement of Biodegradable & Compostable Sanitary Napkins and Maternity Pads for the year 2026-2028".** The mandatory hard copy document required as per clause 3. of the bid and earnest money deposit by the firm of uploaded tender shall be provided by the bidder firm along-with the mandatory required documents as per clause 3 of Bid and Earnest Money Deposit for evaluation purpose only. This hard copy shall under no case substitute/ modify the provisions of e-tender system.

B) The **Financial Bid/ Price Bid** shall be valid for a period of 150 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, PMBI reserves the right to place purchase orders at the quoted rate till such period.

a) The **Tenderer shall fill in the rate per unit size**, % age rate of GST in respective column of BOQ for the items quoted.
b) In determining the lowest evaluated price, the rate quoted per unit size exclusive of GST as indicated in column No. 7 of the **BOQ** shall be taken into consideration
c) Tender has been called for in the **Generic name of items**. The Tenderers should quote the rates for the generic products only. The composition, strength and packing of each product should be as per specifications given in **Annexure-XII** and Packing Type etc. of each item should be as per **Annexure XIII** (attached). Any variation, if found, will result in rejection of the tender.
d) 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 Biodegradable & Compostable sanitary napkins and Maternity pads on door delivery basis according to the unit ordered. Tender for the supply of Biodegradable & Compostable Sanitary Napkins and Maternity pads with cross conditions like "**at current market rates**" shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers
e) *The price quoted by the tenderers shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/ State Government, the Maximum Retail Price (MRP) and the selling price of the tenderer*.

In case any tenderer quotes higher than the DPCO controlled price, Competent Authority shall be informed for appropriate action.

2. SCHEDULE FOR SUBMISSION OF ONLINE TENDER:

A) (a) Online Bids [in two separate Cover {Technical bid (Cover "A") and price bid (Cover "B")}] shall be submitted till **17:00 Hours up to 25/11/2026 (Wednesday)** on CPP portal i.e., https://eprocure.gov.in.

(b) Hard copy of complete required documents as Per Clause 3. Eligibility Criteria of Bid/ Checklist Annexure-I and Earnest Money Deposit (EMD) shall be submitted as before the specified schedule at the below mentioned address of PMBI with super scribed, **"Tender Document & Earnest Money Deposit (EMD) for Tender Reference No. PMBI/SURGICAL/RC-239/2026 dated 30/10/2026 for the supply of Biodegradable & Compostable Sanitary Napkins and Maternity Pads for the year 2026-2028"**

"To,
The Chief Executive Officer
Pharmaceuticals & Medical Devices Bureau of India, (PMBI)
B-500, Tower-B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi- 110029

Note: No document will be accepted, if submitted unsealed or without superscription as above without addressing the tender inviting authority, the Chief Executive Officer.

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

3. ELIGIBILITY AND QUALIFICATION CRITERIA (TECHNICAL BID -COVER A):

A) Minimum Eligibility criteria along with list of documents to be submitted in Cover 'A'. Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid (Cover- 'A') in support of their eligibility for the tender.

a) **Earnest Money Deposit (EMD)**: EMD of **Rs. 10,00,000.00/-** (Rupees Ten Lakh only as specified in Clause 6 of the Tender document in the form of **Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft from Nationalized/ Scheduled Bank** favoring "**PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA "payable at Delhi,** which is to be submitted in original to PMBI, New Delhi on or before the date and time stipulated in tender document. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Tenderers falling under MSEs may be exempted from the payment of EMD, if valid registration certificate from ***Udyam Registration Certificate*** is uploaded with Technical Bid for the product for which bidder has submitted quotation. Signed and scanned soft copy of the EMD instrument/ *Udyam Registration Certificate (as applicable)* must be uploaded **as Annexure III** on the e-Procurement portal.
EMD in any other form like ***Cheque/ cash/ postal order*** etc. **will not be accepted. The Bid without EMD/ *valid Udyam Registration Certificate* shall be summarily rejected.**

Account Details for National Electronic Fund Transfer (NEFT):

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

b) Documentary evidence of the constitution of the company/ firm/ proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director/ Partners/ Proprietor should be submitted.

c) Power of Attorney (on Non-judicial stamp paper/ stamp duty paid) or Resolution of the Board (duly sealed and signed on Company letterhead) by which the authorized signatory has been authorized by the bidding firm to sign the documents should be submitted. The appointed Authorised Signatory should be

regular employee of the firm **and their specimen signature must be countersigned by the MD/ Partners/ directors of the firm.**

d) Bidders must have:

i. Bidder shall be a Manufacturer of Sanitary Napkins/ Maternity Sanitary Pads in India.

ii. Bidder shall have valid manufacturing license/ permission issued by Licensing Authority as on the date of publishing of tender.

iii. Bidder must have valid Bureau of Indian Standard (BIS) certification for the items quoted.

iv. Bidder must have manufacturing/ production capacity of at least 50 crore Sanitary Napkins annually. Bidder must submit Production Capacity Certificate for quoted Items (item wise). Bidder shall declare their Maximum Production Capacity (item wise) as per Annexure XX duly authorized from C.A/ C.S on their letter head.

v. Non-toxic certificate or statement for the materials used in manufacturing of Biodegradable & Compostable sanitary napkins/ Maternity Sanitary Pads shall be uploaded with technical bid.

vi. Test certificates/ copy of documents/ reports to prove compostability/ biodegradability of material complying with BIS standards.

vii. Bidder must have ***supplied Sanitary Napkins in the last three consecutive financial years*** to Central Government/ Central Government agencies/ any State Government or State Government agencies/ or any government Drug procurement agencies or PMBI or any of the government corporations or societies not less than an average value of Rs. 10 crores. Bidder shall submit self-attested copy of purchase order/ work order with the bid.

Note: *Bidders shall submit duly attested copies of required manufacturing license/ permission and approved product list in support of above-mentioned requirements, highlighting the quoted product.*

e) Bidder must submit the Quality Management System (QMS) certificate issued by National Accreditation Board for Certification Bodies (NABCB), India. The QMS certificate should remain valid as on the last date of online submission of bids. Self-attested copies are to be submitted.

f) Declaration on company's letter head duly signed by authorized person stating that the firm & its quoted product is not blacklisted by Central Government/ Central Government agencies/ any State Government or any of the State Government agencies/ or any Drug procurement agencies or by PMBI. Bidder must also declare their non-conviction by any Court of law in India during last three years as on the date of publishing of tender in prescribed format as per **Annexure- XIX.**

g) Bidder must submit Market Standing Certificate of minimum three consecutive years (Latest) issued by the C.A./ C.S. certifying at least three batch No. of the quoted items that the firm/ company has manufactured and marketed the items for last three consecutive years. Self-attested copies are to be submitted.

h) Copies of the Audited Balance Sheet, Profit and Loss statement showing details of their annual average turnover for three consecutive years of the last four financial years not less than Rs. **25 Crores (Twenty-five crore) from items as per Annexure- XII.** Details shall be provided in **Annexure- IV**. Self-attested copies are to be submitted.

i) Declaration on **Non-Judicial Stamp Paper Duly Notarized** for eligibility in participating the tender for quoted items in prescribed format as per **Annexure- II.**

j) Tenderers shall furnish company's bank details as per **Annexure- V (Part- A)** with original cancelled cheque. Further, details of company official shall be furnished in **Annexure- V (Part- B)** for official communications on company letter head.

k) Stability Study data equivalent to shelf-life as declared under Annexure- II against each quoted product shall be uploaded along with Technical Bid.

l) Hard copies of Batch Manufacturing Record (BMR) and Batch Packaging Record (BPR) of any of the latest marketed batch in last three year of each quoted item code in sealed cover. An undertaking

indicating submission of BMR in hard copy as per the prescribed format (Annexure- XXV) shall be submitted on the online tender portal.

m) Tenderers are required to submit **Annexure- VI** indicating details of manufacturing license/ permission, Market Standing Certificate (MSC), Batch Manufacturing Record (BMR) and Stability Study Data as required in aforesaid clauses.

n) Tenderers are required to submit declaration duly signed to supply the items as per the design in Enclosure 1 and Enclosure 2 in Annexure VII as well as other instructions given in this regard.

o) Duly attested checklist as per (**Annexure- I**) shall be submitted.

p) Copy of PAN Card of the bidder company should be submitted (self-attested).

q) Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).

r) Self-attested copy of Income Tax Return (ITR) for last four Assessment years which should be in line with declaration under Annexure- IV shall be submitted.

s) Duly attested copy of valid GS-1 registration certificate from GS1 India.

t) **Bidder shall declare the %age of local content used in the manufacturing of quoted item in accordance with the calculations for local content as per point no. 2, 3 and 4 of Order issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals vide no. 31026/36/2016-MD dated 16.02.2021 in <u>Annexure- X on non-judicial stamp paper duly notarized.</u>**
The category of supplier against each quoted item shall be mentioned in Annexure X in accordance with Order issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals vide no. *order no.* 31026/36/2016-MD dated 16.02.2021 and as per table mentioned under Clause 5.B.(d).

u) If the procurement value is more than Rs. 10 crores, the Class-I Local Supplier/ Class-II Local Supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per pt. no. 5.b of **Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals vide no. *order no.* 31026/36/2016-MD dated 16.02.2021** in Annexure X duly notarized on Non-judicial stamp paper at the time of award of contract.

v) Bidders are required to sign and submit the Integrity Pact (IP) on duly notarized non-judicial stamp paper as per attached (Annexure-XVIII).

<u>Note: -</u>

i) The certificates/ reports/ annexure submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal.

ii) Technical evaluation of the Bid will be done on the basis of the above-mentioned criteria and documents mentioned in Clause no. 3 (TECHNICAL BID- COVER 'A') are Mandatory Documents and shall be submitted online only at CPPP portal: https://eprocure.gov.in failing which the bid will not be considered for technical evaluation.

iii) **Hard copy of required documents uploaded shall be submitted along with Earnest Money Deposit (EMD) and other required documents on or before the last day of submission of tender for purely evaluation purposes. However, the submission of hard copy of uploaded tender document submitted shall not substitute/modify the provisions of e-tendering system.**

iv) The technical evaluation shall be done only on the basis of documents/ papers submitted by the bidder on https://eprocure.gov.in.

v) **Clear copy of valid license and approval list highlighting the quoted items with PMBI item code should be uploaded.** In case scanned copy of license/ documents uploaded is not visible or tampered or quoted items are not highlighted, PMBI shall not consider the license of such item as valid.

vi) In case, if renewal application for Manufacturing License has been filled by the bidder, scanned copy of same duly receipted by Authorities must be uploaded with the technical bid. Such application should have been made prior to the tender publishing date.

vii) If the quoted product falls under non-drug list, it shall be declared as per Annexure- XIV.

3. B. ELIGIBILITY OF BIDDERS FROM SPECIFIED COUNTRIES:

Compliance under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 and ORDER NO: F. No. 6/18/2019-PPD DATED 23/07/2020 & 24/07/2020 issued by Department of Expenditure (MoF) restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

I) GoI vide Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 has imposed Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on bidders from a country which shares a land border with India.

II) "Bidder" for the purpose of this Order (Public Procurement No.1, 2 & 3) (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms orcompanies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

III) "Bidder from a country which shares a land border with India" for the purpose of this Order (Public Procurement No.1, 2 & 3) means.

a) An entity incorporated, established, or registered in such a country; or
b) A subsidiary of an entity incorporated, established, or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established, or registered in such acountry; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such a country; or
g) A consortium or joint venture where any member of the consortium or joint venture falls under any ofthe above

Note: "Beneficial owner" for the purpose of above paragraph (3) will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation:

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-fiveper cent of shares or capital or profits of the company.

b) "Control" shall include the right to appoint most of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership

iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

vi) "Agent" for the purpose of this Order (Public Procurement No.1, 2 & 3) dated 23rd July, 2020 & 24th July, 2020 isa person employed to do any act for another, or to represent another in dealings with third persons.

IV) Rule: Following shall be complied by the Bidders of the said countries while submitting bids.

a) Any bidder from a country who shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the **Department for Promotion of Industry and Internal Trade (DPIIT).** However, Order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

b) The Bidder shall have to submit declaration / certificate as per the attached Format towards compliance of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017. B). Further as per above the format of declaration is added as Annexure XV. It shall be furnished by the bidder(s) on duly notarized Non-Judicial Paper.

4. GENERAL CONDITIONS OF CONTRACT:

A) Tender is invited directly from manufacturers in India falling only under category described as Class-I Local Supplier and Class-II Local Supplier in the tender. **Non-local supplier whose local content is less than or equal to 25% shall not be eligible for participating in tender process. Loan licensee/ Distributors/ agents/ contract manufacturers/ Importers/ Liasoners are not eligible to participate in the tender.**

B) Manufacturer shall comply with Production & financial capacity to manufacture and deliver the products as submitted in the bid and as per tentative quantity mentioned in tender during contract period.

C) Bidders are advised to quote only for such items which meets the specification as mentioned in Annexure XII. Do not quote if it differs with regard to any parameter.

D) **The quantities specified in the tender is for the tender purpose only and it represents the basis of unit for ease of pricing. The actual quantity may vary from zero to the maximum required quantity during the contract.** The quantity will be drawn from successful bidders as and when required from time to time during the contract period.

E) Standard Testing Procedure (STP) are required to be submitted within 15 days from the date of letter of award of contract. whereas any change in testing parameters throughout the tender period shall be intimated and updated STP shall be submitted to PMBI at the earliest.

F) The manufacturer shall declare the source of material used in manufacturing for all quoted items and declare it to be internationally accepted and has no harm/ risk to the health. Refer to the Annexure-XVI for declaration. ***Certificate of Analysis (CoA) of all materials used in manufacturing of awarded items must be submitted with all other documents against each supply***. The Bidder shall have to submit test reports for Compostability as per IS/ISO 17088 and for Cytotoxicity, Irritation & Skin Sensitization (as per IS/ISO 10993 part-5, IS 17932 (Part-7) and IS 17932 Part-6) respectively) for the finished products i.e., Biodegradable & Compostable Sanitary napkins, on yearly basis, throughout the duration of the rate contract period.

Bidder shall also submit test report for Anti-bacterial Activity Value of Sanitary Napkins as per applicable BIS requirement for each batch supplied.

G) The bidder should have not been blacklisted/ debarred/ de-registered/ banned due to quality failure for the quoted product/ firm by any State Government/ Central Government/ PMBI/ Central or State Government's Drug procurement agencies at the time of submission of bid. Further, items supplied by the bidder to any State Government/ Central Government/ its Drug procurement agencies/ PMBI in respect of which bid has been made should not have failed in any testing conducted by the procuring agency or any other government testing agency during last two years calculated as on date of publishing of tender. If any bidder has been blacklisted/ debarred/ de-registered/ banned due to quality failure, such bidder shall not be permitted to participate in the tender. Further, any firm/ company in which a person who is a Partner/ Director/ Owner in common with blacklisted/ debarred/ de-registered/ banned firm/ company shall not be eligible to bid for the tender.

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

I) During tender or Rate Contract period, **if L1 bidder is debarred/ deregistered/ blacklisted/ banned by any Central Government or State Government or its procurement agencies due to quality failure, PMBI may purchase the items from other bidders at L1 rate or may go for fresh tender as per discretion of PMBI.**

J) PMBI reserves the right to purchase any items from PSUs as per discretion of PMBI. PMBI may go to PSUs and price will be as per negotiation and at the discretion of PMBI

K) The bidder 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.

L) ***Validity of Rate Contract: -*** *The rate contract will be applicable for two (2) year from the date of issuance of LOA.* ***The validity of contract may be extended on same terms and conditions for a suitable period with mutual consent between supplier and PMBI, if necessary.***

M) 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 be uploaded as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.

N) Only authorized employee of the Company/ Tenderer will be allowed to transact the business with the Tender Inviting Authority.

O) **Samples:** Five (5) properly labelled samples in tendered unit size shall be submitted against each quoted item as per the specification mentioned in Annexure XII of the tender document on or before stipulated date. Failure to do so, it shall entail your quotation being disqualified. Submission of non-standard sample shall also lead to rejection of bid.

i) ***Sealed sample boxes should contain samples the tenderer quoted for along with duly filled Annexure XVII.***

ii) ***Bidder may also be asked for an additional nos. of samples, if during tender evaluation process, PMBI/ its authorized committee or official decides for testing of the submitted samples as per statutory norms/ BIS/ tender specification or under any applicable low (if any).***

iii) Sample should be in the form of pack as specified in tender enquiry, otherwise the quotation against that particular item is liable to be rejected.

iv) Firm may take back their samples if unapproved/ technically disqualified within 10 days from the date of technical disqualification on CPP Portal. Any claim made thereafter shall not be entertained and PMBI reserves all right to dispose the samples as per the discretion.

P) Labelling as per BIS/ MDR 2017/ Monograph/ Drugs and Cosmetics Rules 1945 should be strictly followed by the awardee.

Q) Price bid shall only be uploaded under Cover-B (Price Bid) in specified template on CPP Portal without disclosing them under Cover- A. Any price disclosure shall lead to the rejection of bid.

5. PRICE BID- "COVER-B" (Financial Bid/ BOQ)

A) Cover "B" (Financial Bid/ BOQ) contains the price bid of the bidder. The Tenderer shall fill in the rate per unit size, percentage (%) rate of GST in respective column of BOQ for the items quoted**.**

B) **Determination of L1 Bidder:**

a) In determining the lowest evaluated price, the rate quoted per unit size for the given specification, exclusive of GST as indicated in column No. 7 of the **BOQ** shall be taken into consideration. **The rates quoted should be in rupees and paisa up to 2 digits.** The Tenderer is not permitted to change/ alter specification or unit size given in the **Annexure- XII.**

b) **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 is inclusive of GST and no GST shall be charged by them under any circumstances.**

c) **The bidder is required to indicate rate of GST (%) as digit only in column 9 of BOQ without suffixing the % sign and not to indicate amount of GST in Rs. at particular cell of excel sheet of BOQ.**

d) *Purchase preference shall be given to bidder(s) based on their declaration of the percentage (%) of minimum local content used in the manufacturing of quoted product as per* ***Public Procurement (Preference to make in India), Order 2017*** *notification issued by GoI, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) vide* ***order no. P-45021/2/2017-PP (BE-II) dated 16.09.2020*** *and* ***order no. 31026/65/2016-MD dated 16.02.2021*** *issued by Ministry of Chemicals & Fertilizers, Department of Pharmaceuticals and accordingly bidder(s) shall be categorized as Class-I Local Supplier / Class-II Local Supplier based* ***on Percentage (%) of minimum local content declared.***

The assessment of Class-I Local Supplier, Class-II Local Supplier or Non-Local Supplier shall be done as per below mentioned table*:* -

S. No.	Type of Class	Percentage (%) of minimum local content
1	Class-I Local Supplier	Local content equal to or more than 50%
2	Class-II Local Supplier	Local content more than 25% but less than 50%
3	Non-Local Supplier	Local content less than or equal to 25%

i) **Purchase preference:** *The 'margin of Purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).*

ii) *"**Local Content**" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.*

C) **Purchase Preference to MSEs:**

a) In case, if the participating bidder is Micro and Small Enterprises (MSEs), whose quoted price falls 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 MSEs. Total quantity to be allowed to MSEs for supply will be up to 25 (twenty-five) per cent of total tendered value. The 25 (twenty-five) per cent quantity is to be distributed proportionately among MSEs, in case more than one MSEs within such price band is observed.

b) Within this 25% (Twenty-five Percent) quantity, a purchase preference of four per cent that is, 25 (twenty-five) per cent out of 25 (twenty-five) 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 the event of failure of such SC/ST MSEs to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSEs. MSEs would be treated as owned by SC/ ST entrepreneurs: i) In case of proprietary MSEs, proprietor(s) shall be SC /ST, ii) In case of partnership MSEs, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit, iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

c) Within this 25% (Twenty-five Percent) quantity, **a sub-target of 3% earmarked for procurement from MSEs owned by Women entrepreneurs** (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such Women entrepreneurs MSE to participate in tender process or meet tender requirements and L1 price, 3% sub-target shall be met from other MSEs.

6. EARNEST MONEY DEPOSIT (EMD):

A) The Earnest Money Deposit referred to under Clause 3.A.a, shall be **Rs. 10,00,000.00 (Ten lakhs). The Earnest Money Deposit shall be paid in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque/ Demand Draft in favor of Pharmaceuticals & Medical Devices Bureau of India, payable at Delhi. EMD in form of Bank Guarantee, Irrevocable Bank Guarantee** in favor of Pharmaceuticals & Medical Devices Bureau of India, from any Nationalized/scheduled Bank should be valid for a period of 12 months **from the date of tender opening**. The format of Bank Guarantee is at **Annexure-XXII.** PMBI will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft or Electronic Fund Transfer.**

Account Details for National Electronic Fund Transfer (NEFT):
Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA

MSEs (subject to submission of Udyam Registration Certificate) and PSUs are exempted from the submission of Earnest Money Deposit (EMD).

B) The tender submitted without Earnest Money Deposit (EMD) in the prescribed proforma will be summarily rejected.

C) The Earnest Money Deposit will be refunded to the successful bidders after successful completion of first supply. EMD of unsuccessful bidders will be released within 30 days from the date of disqualification of bid.

D) **The bid of the Tenderer will be suspended/ disqualified and EMD will be forfeited/ encashed by PMBI without any further notice:**
   a) If the tenderer withdraws his bid any time after opening of price bid.
   b) On refusal to supply items after the award of contract/ Letter of Award (LOA).
   c) In case, if the lowest bidder (L1 bidder) fails to execute the contract or fails to complete the first supply successfully within the stipulated time.
   d) If the undertaking as Annexure II is not found correct at any stage during the contract period.

7. GUIDELINES FOR THE PREPARATION OF TENDER:

A) The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B) **Language of Bid: -** The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language, Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall

alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language.

C) The authorized signatory who has been authorized by the bidder firm through a Power of Attorney or Resolution of the Board should sign the documents in cases where person other than the Managing Director/ Managing Partner or sole Proprietor signs the document.

D) **CURRENCY OF BID:** Bid prices shall be quoted in Indian Rupees up to two decimal places.

8. PERIOD OF VALIDITY OF TENDER:

a) The tender must remain valid for minimum 150 days from the date of opening of Technical Bid. (As mentioned in Clause 1.B.

b) Prior to the expiration of the bid validity the Tender Inviting Authority may extend the bid validity for further period with mutual consent of the bidder.

c) The bidder who has given the consent to extend the bid validity is not required or permitted to modify its bid.

d) The bidder cannot withdraw the bid within validity of Tender.

9. AMENDMENT OF TENDER DOCUMENTS:

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 bidder, may modify the condition in Tender documents by uploading an amendment on PMBI website: www.janaushadhi.gov.in/ pmbi.co.in and on CPP portal i.e., https://eprocure.gov.in, and such modifications shall 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) Bidders are advised to check the *website of PMBI:* www.janaushadhi.gov.in/ pmbi.co.in and CPP Portal i.e., https://eprocure.gov.in regularly till at least 3 days prior to closing date of submission of tender for any corrigendum or amendment to the tender document.

C) PMBI will not issue separate communication for any corrigendum or amendment.

10. METHOD OF SUBMISSION OF TENDER:

A) The tender document shall be downloaded from the website www.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.

B) Bids shall be submitted online only at CPP Portal i.e., https://eprocure.gov.in. Manual bids shall not be accepted except for the original documents/instruments as mentioned in Clause 3 of tender document.

C) 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.

D) If a particular document/ Certificate to be uploaded as specified in bid, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that the specific document is not applicable/ exempted for the bidder in connection to this tender.

E) Bidder shall not modify the downloaded tender form or 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, EMD would be forfeited, and bidder is liable to be banned from doing business with PMBI.

F) Interested eligible bidder 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 through email specified in NIT.

G) Once the bid has been uploaded on the CPP Portal https://eprocure.gov.in, the bidder has to make sure that he has uploaded the files in the correct format and the bidder must download the uploaded files from

their own end and has to check whether the files uploaded is in proper format or not. No corrupted files should be uploaded and such bids uploaded with corrupted file shall be liable to be rejected by the PMBI.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

A) The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.

B) No bid will be allowed to be withdrawn after the last date & time of submission of online Technical Bids.

Note: Any reason *(whatsoever it may be except the Force Majeure events / condition as defined in the tender document or by the Government)* for withdrawal of bid / modification in bid / any request pertaining to have quoted wrong rates for any unit size instead of the desired unit size in tender document / BOQ shall not be considered. Bidder who are making such withdrawal request shall be penalized for alternate purchase of such items by PMBI besides being blacklisted for a duration of two (2) years as per clause no. 27 of the tender document.

12. OPENING OF TENDER:

A) The opening of the Technical Bid and the Price Bid will be done online as specified. The date of technical bid opening is published in advance. The date of opening of price bid will be announced only after the opening and evaluation of technical bid. The bidder who are found eligible and 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.

B) Only authorized employee of bidder is entitled to be present at the time of opening of Technical Bid - Cover "A" of the tender submitted by them.

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

D) The original/ attested hard copies (as mentioned in Clause no. 3, eligibility criteria) must reach the PMBI Head office on or before stipulated time, failing which the bid shall be summarily rejected.

13. EVALUATION OF TENDER:

A) Technical evaluation of the bid will be done on the basis of criteria and documents mentioned in clause 3 (TECHNICAL BID-COVER A) & Annexure I (Check List) which are present on the CPP Portal i.e., https://eprocure.gov.in.

B) Bids of firms who have furnished all the required documents for each of the product quoted will be considered.

C) If at any stage, it is found that the contract has been successfully obtained by the bidder by submitting forged/ fabricated certificates/ documents/ licenses and/ or by concealing the fact about blacklisting/ debarring/ de-registration of the firm by Govt. of India/ suspension/ cancellation/ non-renewal of the manufacturing license of the bidder firm, the tender bid/ rate contract will be rejected/ terminated and suitable punitive action will be taken against the firm.

D) In event of financial bid opening, due to provisions/compulsion of e-tendering system, the complete financial bids of all quoted product list are opened. However, financial bids of only those quoted products shall be considered whose technical bid has been found eligible by the Technical Evaluation Committee.

E) After evaluation of technical bid of bidder, PMBI may ask for the objection/clarification from bidder through CPP Portal.

14. INSPECTION OF MANUFACTURING FACILITIES:

A) PMBI or its authorized representative(s) shall have the right to inspect the manufacturing premises of the bidders, right from the stage of opening of technical bids till any point of time during the continuance of tender process, and during the validity of rate contract in respect of the successful bidders. PMBI shall

have 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. Any document as required by the PMBI or its authorized representative for the purpose of inspection shall be made available at the time of inspection by the bidding firm.

B) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification. Inspection team will be authorized to collect all relevant evidences like photos, videos etc. and bidder shall cooperate for the same. Any hinderance during the inspection process may lead to disqualification/suspension of the bidder/supplier for a period of 6 months by PMBI.

C) If at the time of inspection, any of the participant bidder/supplier/manufacturer is found to be non-compliant to BIS/ QMS/ Medical Devices Rules 2017/ Drugs & Cosmetics Act 1940 and Rule thereunder 1945, the bid/ contract of such bidder/ supplier/ manufacturer shall be rejected/ suspended/ terminated at their risk and cost after giving due opportunity to the bidder/ supplier/ manufacturer.

15. ACCEPTANCE/ REJECTION OF BIDS:

A) PMBI reserves the right to accept or reject the tender for the supply of all or any one or more items of the items tendered for in a tender without assigning any reason.

B) Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done based on rate per unit size exclusive of GST as mentioned in column 7 of **BOQ.** PMBI shall have the right to call other eligible bidders those are willing to match L1 rates. If such firms are found, then the order quantity may be dispersed in ratio of: -

"Minimum 50% of the tender quantity may be awarded to the qualified bidder(s) falling under Class I local supplier category, if qualified for award of contract and/or subject to the matching of L1 price for quoted items at the discretion of PMBI. PMBI would follow the guidelines and respective clauses of DPIIT order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020." For Category of Class-I Local supplier & Local content refer clause no. 5.B.d.

C) However, in case the price quoted by the lowest responsive tenderer (L1) is not reasonable and un-acceptable, the price may be negotiated with L1 only as per Manual of Procurement of Goods second edition 2024 and, if it reduces the price to the desirable level, rate contract may be concluded with L1. To meet the demand, PMBI shall conclude parallel rate contract by counter offering the L1 rate to higher eligible bidders as per above provision.

D) Negotiation if required will be done strictly as per provision of the Manual of Procurement of Goods second edition 2024.

E) Letter of award of tenders for Rate Contract will be communicated to the bidders in writing as per **Annexure XI.**

F) **Purchase preference:** The margin of Purchase preference shall be 20%.

16. AWARD OF CONTRACT:

A) The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation as per the clause 5. B. *Determination of L1 bidder* and clause 15. B. *Acceptance/ Rejection of BID.*

"Minimum 50% of the tender quantity may be awarded to the qualified bidder(s) falling under Class I local supplier category, if qualified for award of contract and/or subject to the matching of L1 price for quoted items at the discretion of PMBI. PMBI would follow the guidelines and respective clauses of DPIIT order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020" **as mentioned in clause 15 (B) and MSMED Act.**

B) **Letter of Award (LoA):** The Tender Inviting Authority shall issue Letter of Award (LoA) as per Annexure-XI to the lowest responsive bidder in respect of the items selected. Communication by e-mail / fax / letter will be deemed as valid communication

C) *The successful bidder, upon receipt of the Letter of Award (LoA), shall acknowledge the same to PMBI and shall furnish pending documents, if any*.

D) The bidder 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 whatsoever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract and shall invite punitive action such as disqualification/blacklisting of the supplier.

E) The bidder shall execute an agreement on a non-judicial stamp paper of value of Rs. 100/- (to be paid by bidder) within 15 days from the date of intimation from PMBI informing that their tender has been accepted/ the issuance of the LoA. The specimen form of agreement is available as Annexure-XXIII.

Note: i) The place of signing of agreement will be PMBI Head Office, New Delhi.

ii) A copy of Power of Attorney, Authorisation letter and company ID Card shall be brought at the time of agreement signing.

17. PERFORMANCE SECURITY DEPOSIT:

A) On being informed about the acceptance of the tender for Rate Contract, the tenderer shall submit irrevocable Bank Guarantee (BG) towards Performance Security Deposit @ 3% of the purchase order value issued from any nationalized or scheduled Bank against all issued purchase orders withing ten (10) days besides the submission of hard copy in sealed envelope in PMBI. The validity of performance Bank Guarantee shall not be less than 36 months from the date of issue of PO. The performance security will be returned without any interest by PMBI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf-life obligation. The format is as per Annexure- XXVI.

B) The Security deposit of supplier will be returned by PMBI only after the supplier has given undertaking to replace such products and indemnify PMBI against any losses on account of quality parameters duly notarized as per Annexure XXI.

18. METHODOLOGY FOR PLACING ORDERS:

A) For the above purpose the following procedures will be adopted:
After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.

B) **PMBI reserves right to issue purchase order for any item on any one rate contract holder or more than one rate contract holder for same items**. However, following methodology may be opted for placing order: -

i) The desired/required quantity estimated during forecasting of the demand, will distributed into two or more available suppliers in the ratio of 60:40 (L1:L2) / 50:30:20 (L1:L2:L3) or based on available rate contract status

ii) Wherever, contracted supplier is nonresponsive on issued purchase order(s) or delivery is awaited from suppliers, purchase order will be placed to available alternate supplier

iii) In case if rate contract of a supplier is suspended or Show Cause Notice(s) are issued due to NSQ/ Market Complaint/ Non-supply of issued POs, purchase order will be placed to available alternate supplier till the issues are resolved.

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

D) The supplier shall start supply of the products/ items to any or all the Warehouse (Address/ Location) **as mentioned in clause 19 (A)** or any other place decided by PMBI and supply shall confirm to the

conditions mentioned in the provision of tender documents, viz, logo, nomenclature, specification etc. within the stipulated period.

E) The supplier shall supply the products/items along with copy of Purchase order, copy of test reports and 3 original copies of invoice. No payment will be processed without test reports.

F) A purchase order is placed on supplier for supply of definite quantity in terms of Rate Contract during validity period of Rate Contract.

G) The establishment of rate contract does not bind PMBI in any manner to place purchase order on the contractor. The actual quantity of items procured may vary from nil to maximum required quantity during validity of Rate Contract

H) The products/ items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their own cost. PMBI will not be responsible for the loss to the supplier and will not entertain any demand/claim

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

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

K) Purchase orders, incorporating definite quantity of products/items to be supplied along with all other required conditions following the rate contract terms, shall be issued for obtaining supplies through the rate contract.

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

M) The details of the required items are shown in Annexure -XII. ***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 PMBI, at its discretion, depending on it is actual need**. Though the tentative quantity is indicated in the Rate Contract, PMBI, will confirm the actual requirement through purchase order/orders from time to time. The tenderers shall supply the items only on the basis of the purchase order issued time to time within validity of Rate contract period by the PMBI. Any supply without a valid purchase order will not be acceptable by PMBI and PMBI shall not be responsible for any loss on this account.

N) However, once the purchase order/orders is/are issued by the PMBI, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the acceptance of tender for Rate Contract.

O) The rates quoted shall not be varied with the Purchase order quantity during the full contract period.

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

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

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

S) The supplier shall take utmost care in supplying the quality products and ensure that the batch number mentioned in the packages of the product shall tally with the batch number mentioned in the Invoice

produced to PMBI for payment. Also, the supplier shall ensure the quantity relevant to the Batch Number of the product is mentioned in the invoice.

T) "MRP inclusive of all taxes" is to be printed on each unit/label. MRP will be intimated to successful tenderer at the time of placing purchase orders and the exact same MRP must be printed on the supplied batches of the product.

U) Subject to the conditions mentioned in the Purchase Order, Tender Document, Price Agreement/letter of Award, the supplier shall be entitled for the payment against supply. In case of any discrepancy in levy of Liquidated Damage charges, penalty, unexecuted fine, error in passing of bills, such discrepancy shall be intimated within 60 days from the date of receipt of payment, failing which PMBI will not entertain any claim thereafter.

V) **FALL CLAUSE:**

If at any time during the execution of the contract, the contracted 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 PMBI 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.

19. SUPPLY CONDITIONS:

A) Purchase orders will be issued to the Tenderer(s) at the discretion of the PMBI as per actual requirements. All the supplies shall be received at any or all of the following warehouse of PMBI or any other place decided by PMBI:

i) **Central Warehouse Gurugram [Pharmaceuticals & Medical Devices Bureau of India (PMBI)]**
Sugal Logistic Park, Warehouse No.1, Opp. GITM College, Bilaspur-Tauru Road Village Bilaspur and Khasra No. 60//14/2, 17,24,6,15, 16, 25, 7/1, 14/1, 61//9, 10, 11,62//3/2, 4,10//17, 24, 19//3, 8/2, 9/1/1, 12/2/2/2 min 13/1/1 min.
Pin Code- 122413
Phone No.- 011-49431800

ii) **Regional Warehouse Guwahati [Pharmaceuticals & Medical Devices Bureau of India (PMBI)**
DAG No. 884 of K P PATTA No. 04, Mughuapara, Pamohi Village, Dist. Kamrup (M) Guwahati, Assam India
Pin Code- 781035.
Phone No.- 011-49431800

iii) **Regional Warehouse Chennai [Pharmaceuticals & Medical Devices Bureau of India (PMBI)]**
79, KIZHMUTHALAMPEDU, PANAPAKKAM, City Tiruvallur, State Tamil Nadu
Pin Code- 601201
Phone No.- 011-49431800

iv) **Regional Warehouse, Surat, [Pharmaceuticals & Medical Devices Bureau of India (PMBI)].**
Plot no. A-23/2 & A -24/1, Ichhapore – Bhatpore GIDC, Ichhapore Surat, Gujarat
Pin Code- 394510
Phone No.- 011-49431800

v) **Regional Warehouse, Bengaluru, [Pharmaceuticals & Medical Devices Bureau of India (PMBI)]**
Plot No 162 163, KIADB Industrial Area, Hi Tech Defence Aerospace Park, Devanahalli, Bengaluru Rural
Pin Code- 562110
Phone No.- 011-49431800

B) Within 3 days from the receipt of purchase orders the Tenderer should inform PMBI through PMBI vendor portal/ mail about the confirmation for the receipt of the purchase order or queries (if any). Along with the confirmation the vendor shall be required to submit within 10 days from the date of receipt of purchase

orders on the PMBI vendor portal, the manufacturing plan for supply of items as per the purchase orders. The manufacturing plan shall include details of active materials, packaging materials etc. proposed to be used along with tentative schedule of production of the batches intended to be supplied to the PMBI.

C) The Tenderer should also fill the details of supply/delivery schedule to PMBI through **PMBI vendor portal** within 10 days from the receipt of the purchase order with expected dispatch/supply date.

D) The tenderer shall have to fill Advance supply notice (ASN) on PMBI vendor portal with all other details i.e., invoice copy, Certificate of Analysis (COA) of finished product along with CoA of excipients, CoA of Primary and secondary packaging material, Batch no. Quantity, Date of Manufacturing (DOM) Date of Expiry (DOE), no. of shipper boxes etc.

E) Once the ASN is accepted by the PMBI, the tenderer will be provided the date to execute the supplies at PMBI warehouse as mentioned in purchase order.

F) If no response is received through **PMBI vendor portal** within 3 days from the supplier about supply of products as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the items ordered as per purchase order and PMBI shall purchase the item from alternative sources.

G) In case, the supply is not made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost.

H) In case of new vendor, previously not onboarded on the PMBI vendor portal, such vendor shall share their permanent email ID and phone number for **PMBI vendor portal registration** to it1@janaushadhi.gov.in and customercare1@janaushadhi.gov.in. The supplier must supply the ordered quantity by abiding to the following delivery schedule or as mentioned on purchase orders:

Sl. No.	Nature of Product	Delivery Schedule (Days)
1	Delivery Schedule against first P.O. for all tendered items i.e., Biodegradable & Compostable sanitary napkins, maternity pads etc.	45 days
2	Delivery Schedule against all subsequent P.O. for all tendered items i.e., Biodegradable & Compostable sanitary napkins and maternity pads	30 days

I) If the delivery date happened to be a holiday for PMBI, the supply should be completed by 5.00 PM on the next working day.

J) In case of non-execution of the order, PMBI reserves the right to place purchase orders (partially/fully) on alternate source at the risk and cost of the default supplier without any notice/information.

K) If a supplier fails to execute supply as per purchase order, 5% of value of unexecuted quantity of Purchase Order shall be recovered from pending bill/Bank Guarantee/Performance security deposit and non-performance of contract shall permit PMBI to procure items from any other contracted vendor and may also lead to blacklisting of the supplier.

L) If the Tenderer fails to execute the supply within the stipulated time, PMBI 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 PMBI has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 25.

M) The liquidated damages as specified in clause 25. (B) of the tender conditions will be levied on the quantity supplied after the schedule as mentions in “Clause 19. (H) from the date of issue of purchase order. However, no supplies will be accepted after 30 days of the expiry of delivery date i.e., completion of specified liquidated damages period as per clause 25 (B), the purchase order shall be cancelled at the risk and cost of the supplier.

N) 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.

O) Bidder must comply with the shelf life of each quoted items not less than 36 months in compliance with BIS/ Medical Devices Rules 2017/ Drugs & Cosmetics Act 1940/ ISO/ Official Compendium (as applicable)**. The items during its entire shelf-life shall remain safe, sterile, and fully effective. Bidders must declare the required shelf-life detail in Para VI of Annexure II**. The supplier must use materials with adequate shelf-life which would cover the entire shelf-life of the products supplied to PMBI.

P) The Tenderer must submit an Analysis report for every batch of item along with invoice. In case of failure on part of the supplier to furnish such report, the batch of items will be returned to the suppliers, and he is bound to replenish the same with Govt. approved lab test report. The items supplied by the successful Tenderer shall be of the best quality and shall comply with BIS/ISO/MDR-2017 as applicable and the specifications, stipulations and conditions specified in the tender.

Q) If at any time the Tenderer has, in the opinion of the PMBI delayed the supply of items 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 items may be extended by the PMBI 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 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.

R) 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.

S) 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. PMBI may reject their bid in future tenders considering their unsatisfactory performance of supplies.

T) Leaked, soiled, broken containers with damaged labels shall not be accepted.

U) If PMBI observes any physical defects (like torn packets, improper labelling etc.) of the supplies during sampling, the batch shall be rejected.

V) Tenderers shall not supply the items declared banned by Government of India, even if Purchase Order is placed.

20. LOGOGRAM:

Logogram means, wherever the context occurs, the design as specified in **Enclosure 1 & 2 of Annexure-VII. The name of the item shall be mentioned in English and Hindi** as per pharmacopoeia and its strength.

A) Tenders should supply for item/product etc., as per the specifications such as name, minimum size and packed with appropriate size of the packaging etc. as per the design enclosed as per **Enclosure 1 to Annexure-VII** and **Enclosure 2 to Annexure-VII.**

B) All items have to be supplied in packing as specified in product list (**Annexure- XIII**) and shall also conform to BIS/ ISO/ MDR,2017/ Drugs & Cosmetics Act & Rules 1945 as applicable, wherever it applies. Affixing of stickers and rubber stamps shall not be accepted and supplies will be returned at supplier's cost.

C) All items tendered for should also carry the printed PMBJP logogram of proportionate size.

D) Failure to supply items with the printed logogram of proportionate size will be treated as breach of the terms of Rate Contract / violation of tender conditions. The purchase order shall be cancelled at the risk and cost of the supplier. However, if such failure continuous despite notice, will be viewed as a serious lapse and penal action will be initiated.

E) Products without GS-1 Standard Barcoding on Primary, Secondary and Tertiary Packaging will not be accepted.

21. PACKING:

A) The items shall be supplied in the package specified in **Annexure -VIII, Annexure -XII and Annexure-XIII** and the package shall carry the logograms of proportionate size specified in **Enclosure 1 to Annexure-VII & Enclosure 2 to Annexure-VII** and shall also conform Bureau of Indian Standard/Medical Devices Rule 2017, whether it applicable.

Non-affixing of logograms will be treated as violation of tender conditions and action will be initiated as per condition in Clause 20 (D) of tender documents.

B) The items as supplied by the supplier, should not be embossed with any code no./logo or name of the company. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 27. (B).

C) The packing in each carton shall strictly conform to the specifications prescribed in Annexure-VIII. In case, if outer carton/secondary packaging is required with the product, it shall be made of **Solid Bleached Sulphate (SBS) board of minimum 350 GSM**. The board shall be white in colour, and the use of off-white or grey board shall not be permitted. The **Corrugated Fibre Board (CFB) used for tertiary packaging shall be of 7 ply and manufactured from virgin chemical pulp**. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 26 (B). Storage conditions must be indicated on outer label.

D) All primary packing containers should be strictly conforming to the specification included in the relevant BIS guidelines/ Monograph/ Compendium/ Rules.

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

F) The packings/labels of two different products of a same supplier should be clearly distinct from each other.

G) In the event of items supplied found to be **not as per specifications in respect of their packing and logogram**, the PMBI is at liberty to make alternative 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 supplier. In such cases the PMBI has every right to recover the cost and impose penalty as mentioned in Clause 25 & 26.

H) Designs of packaging with the logograms shall be subject to approval by PMBI within 3 days of receipt of purchase order or within 30 days of release of 'Letter of Award'. Text matter of all type of label must be checked and responsibility shall be of manufacturer.
In case of failure of PMBI to do so, the supplier may go ahead with the design as per the specification in Enclosure-1 to Annexure VII and Enclosure-2 to Annexure VII.

I) The colour of the strength must be different from the colour of the generic name of the item on primary and secondary packaging and the approval for the same should be taken from the quality/regulatory department while taking artwork approval. The printing ink used should be of good quality (clarity, brightness, contrast) which is easily readable.

J) QMS certified, Item code & NABL lab tested shall be indicated on the primary and secondary packaging and shall be incorporated as per the approval from the quality/regulatory department while taking artwork approval. PMBI Item Code must be indicated on front side of the pack or as directed by PMBI during artwork approval.

K) Barcodes confirming GS-1 standards shall be printed on products at the Primary, Secondary and Tertiary packaging levels as per Annexure-IX. Further, PMBI may require the implementation of unique serialization at the primary, secondary and tertiary packaging levels to ensure end-to-end traceability of products throughout the supply chain at contractors' expenses.

L) Certificate of Analysis (CoA) of primary, secondary and tertiary packaging material shall be submitted at the time of supply.

22. QUALITY TESTING & QUALITY CONTROL:

A) The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories.

B) All the batches of the items supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory/In House Quality Control Laboratory. The Tender Inviting Authority has the right to get the items tested at the laboratories of its choice for further verifications.

C) Random samples of each supplied batch will be chosen at the point of supply or distribution/storage points for testing. Samples will also be collected from Janaushadhi Kendras for testing on a sample basis. Handling and testing charges will be deducted by PMBI for the above purpose, as specified in Clause 24.

D) STP (Standard Testing Procedure) for awarded items are required to be submitted within 15 days from the date of Letter of Award by mail to Quality and Regulatory officer of PMBI with artwork approval for design of packaging with the logogram as per Clause 21.K.

E) The items shall have the active materials as per specification at the prescribed level as indicated in BIS/monograph/official compendiums throughout the shelf-life period of the item. 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 penal action as per clause 26 & 27 irrespective of the period of supply. 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.

F) Where, samples of supplied item fails in quality tests or are found to be not as per specifications, PMBI is at liberty to make alternative purchase of the items 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 PMBI has every right to recover the cost and impose penalty as mentioned in Clause 26.

G) If the product / sample fails in quality test, every failed batch shall be taken back by the supplier at their own cost and PMBI shall not be responsible for any damage during this period.

H) For any of the batch supplied, the supplier shall furnish the Batch Manufacturing Record (BMR)/ Batch Packaging Record (BPR) at the time of delivery at warehouse. The supplier shall furnish evidence of the basis for shelf life and other stability data **for each batch supplied if so, required by PMBI.**

I) The products should conform to the standards of BIS/Monograph/official compendium as the case may be. **However, the items notified in the Medical Devices Rules (MDR) 2017 (amended up to date) shall be accepted only if supplied conforming to the standards outlined in the MDR 2017.** In case the product is not included in the any of the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.

J) The case of admixture of items will be treated as a violation of tender conditions and penalty will be levied as per clause 26.

K) All the Tenderers are required to supply the product(s) with printed MRP as per purchase order and logogram of appropriate size on the product and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product, and/or a separate damage will be levied @ 5% of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.19.K, 19.M and 21.G.

L) The primary, secondary and tertiary packaging materials of the supplied items will be tested by PMBI at a laboratory of its choice as per the schedule under Annexure VIII or as per BIS/any official Compendium/Monograph. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 27. (B).

23. PAYMENT PROVISION:

A) No advance payments towards the cost of items will be made to the supplier.

B) Payments towards the supply of items will be made within 60 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 -V (Part – A)** with cancelled cheque to make the payment through RTGS/ Core Banking/ NEFT.

C) All bills/ Invoices should be raised in triplicate and the bills should be drawn as per GST Rules **in the name of Pharmaceuticals & Medical Devices Bureau of India (PMBI)**. B-500, Tower-B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi-110029 or in the name of any other authority as may be designated.

D) The supply of items will be deemed to have been completed only upon supply of quantities as indicated in the purchase orders and payment shall be done only after supply of 100% of the ordered quantity/ staggered quantity as per the schedule in the purchase order.

E) 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 PMBI 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.

F) In case of any increase or decrease in the Taxes/GST after the date of submission of tenders and during the tender period, such variation in the taxes/GST will be due to the account of the PMBI. For claiming the additional cost on account of the increase in taxes/GST, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to PMBI from the concerned authorities and also must claim the same in the invoice separately. However, the basic price structure and the price of the items approved under the tender shall not be altered. Similarly, if there is any reduction in the taxes/ GST 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/ GST/ statutory levies without any change in the basic price or the price structure of the items approved under the tender. Any increase or decrease in taxes/ GST and statutory levies will be considered based on the notification issued by the Government.

G) However, if the firm supplies after originally stipulated delivery period, increase in taxes/GST due to statutory variation in taxes/GST shall be borne by the supplier. In case of decrease in taxes/GST due to statutory variation in taxes/GST, the same shall be passed on by the supplier to the PMBI.

24. HANDLING & TESTING CHARGES:

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

25. LIQIDATED DAMAGES & OTHER PENALTIES:

A) All supply should be made within the stipulated time as per the clause 19.H of the Delivery Schedule and quantity as mentioned in the Purchase Order.

B) If the supply reaches the Drug Warehouses beyond the stipulated time as mentioned in PO/Bid document, liquidated damages will be levied at the rates 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the PMBI has suffered any damage/loss or not, on account of delay in effecting supply.

C) If the supply is received in damaged condition, it shall not be accepted. The supplier shall have to replace the goods with damage and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement

D) In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

26. PENALTIES ON ACCOUNT OF QUALITY FAILURE:

A) 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 PMBI. Such stock shall be taken back at the expense of the Tenderer. Further, actual handling and testing charges shall be paid to PMBI by the supplier otherwise these charges shall be recovered from their pending bill/Performance Security Deposit.

B) PMBI has the right to destroy such "NOT OF STANDARD QUALITY ITEMS" if the Tenderer does not take back the goods within the stipulated time. PMBI will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" 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 after expiry of 30 days on the value of the items rejected till disposal of NSQ items. Further, the cost of disposal shall be recovered from the supplier.

C) If any items of items/products supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description (Adulterated/ Spurious/ Misbranded) or otherwise faulty or unfit for consumption/ utilization, then the contract price or prices of total such batches supplied will be recovered from the Tenderer. In other words, the Tenderer will not be entitled to any payment whatsoever for items 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 items from any amount payable to the Tenderer. Further, penal action will be initiated as per clause 27.

D) For the supply of Adulterated/ Spurious/ Misbranded items, as defined/ in accordance with the BIS/ Medical Devices Rule 2017/ Drugs and Cosmetics Act, 1940/ Monograph/ any other official compendium, to PMBI. PMBI reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company in case such tenderer is blacklisted. Further, such tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of PMBI for supply of items for a period of 2 years from the date of blacklisting.

E) In case of supply of Adulterated/ Spurious/ Misbranded items, the Director of Drugs Control of concerned State/ regulatory authority of the state will be informed for initiating necessary action on the Tenderer in their state.

F) In case of supply of Adulterated/ Spurious/ Misbranded items, tenderer will be liable for the forfeiture of Performance Security Deposit.

G) In case if supplied items is Adulterated/ Spurious/ Misbranded, as defined/ in accordance with the BIS/ Medical Devices Rule 2017/ Drugs and Cosmetics Act, 1940/ Monograph/ other official compendium, manufacturer shall be liable to pay damages/ compensation (if any) to individual/ individuals arising due to utilization/consumption of item declared NSQ and in case of any adverse reaction reported in the Hospital during utilization of the item/product.

H) The decision of the PMBI or any officer authorized by him, as to the quality of the supplied items, products etc., shall be final and binding. In such cases, the PMBI will be at liberty to terminate the contract, either partially or wholly, with a 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination.

I) For contravention of the stipulations of the contract or for any other justifiable reasons, the contract may be terminated by the PMBI, and the Tenderer shall be liable to pay for all losses sustained by the PMBI in consequence of the termination which may be recovered from the Tenderer as per rules.

J) In the event of making alternative purchase, as specified in Clause 19.L, Clause 21.G and in Clause 22.F penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the PMBI 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 Performance 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.

K) In all the above conditions, the decision of the PMBI shall be final and binding.

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

A) BLACKLISTING OF PRODUCT/ TENDERER ON WITHDRAWAL OF TENDER/ NON-PERFORMANCE OF CONTRACT

a) If the Tenderer fails to perform the obligations under the tender conditions/ commits default in the performance of the contract/ LOA, such Tenderers will be blacklisted for a period of **2 years** by PMBI from the date of intimation besides forfeiture of Performance security deposit/ EMD.

b) The Tenderers who have withdrawn after participating in the tender after the last date and time of submission of online bid, either fully or partially, the entire firm/company will be blacklisted for a period of 2 years from the date of intimation by PMBI apart from forfeiture of the Earnest Money Deposit.

B) BLACKLISTING FOR NON-SUPPLY:

a. If the supplier defaults on supply of any items against the purchase orders, the supplier will be liable for a penalty equivalent to 10% of value of unexecuted quantity of that purchase order. Such penalty will be levied only on first occasion of the partial-supply of items against the purchase orders during the rate period. In any case, supplies of less than 75% quantity of the purchase orders will be treated as non-supply. If the same scenario arises on the second instance, the case will be considered as the case of non-supply and action will be initiated as per below para b. However, PMBI may initiate for risk purchase for remaining 25% unexecuted quantity of purchase order.

b. In repeated circumstances of non-supply of items i.e., non-supply against 2 separate purchase orders, the supplier will be blacklisted for such items which have not been supplied in 2 instances, for a period of 2 years in addition of forfeiture of Performance Security Deposit and other penal actions including cost to be recovered on account of risk purchase from other sources.

c. In cases of repeated non-supplies (either partially or fully) i.e., 3 times, the supplier will be blacklisted for a period of 2 years in addition of forfeiture of Performance Security Deposit and other penal actions including cost to be recovered on account of risk purchase from other sources.

C) BLACKLISTING FOR QUALITY FAILURE/ QUALITY TEST DURING TESTING CONDUCTED BY PMBI.

a) Each and every batch of items supplied by the supplier shall be subjected to quality test by PMBI at a laboratory of its choice. PMBI will also draw the samples of products supplied in the marketplace and get the same tested, to make sure the products are conforming to quality requirements till shelf life.

b) If the sample of any batch fails in quality test and report is received stating "Not of standard quality" along with the chromatograms, annexures etc., such batch of the item shall be rejected & no further procurement of that item from the supplier will be taken for two years from the date of sample being declared Not of Standard Quality.

c) If the supplier challenges the Certificate of Analysis (CoA) generated during testing conducted by PMBI and request for retesting, the controlled sample from PMBI warehouse shall be tested at any two laboratories of PMBI choice and if the CoA at both the laboratory declares the sample as standard quality, the sample will be considered pass. However, if the sample fails at any of the two laboratories the product will, be treated as NSQ and no further procurement of that item from the supplier will be taken for two years from the date of sample being declared Not of Standard Quality.

d) If a market complaint is received for any items, then the control sample stored at PMBI warehouse will be tested at any of the two laboratories of PMBI choice, and if the sample fails at any of the two

laboratories the product will, be treated as NSQ and no further procurement of that item from the supplier will be taken for two years from the date of sample being declared Not of Standard Quality.

e) If for a particular item code three or more market complaints are received during the contract period then five independent samples of the particular item will be sent to two laboratories each of PMBI choice and if the sample fails at any of the two laboratories the product will, be treated as NSQ and no further procurement of that item from the supplier will be taken for two years from the date of sample being declared Not of Standard Quality.

f) In all cases where a product is finally determined NSQ after considering challenges of supplier or otherwise, in such cases cost of the entire batch of the supplies will be recovered along with forfeiture of full performance security deposit for the product as contracted from the supplier in addition to the blacklisting of the product.

g) The cost of re-testing based on supplier challenges shall be recovered from the supplier.

h) In case, three or more different items are found to be NSQ and is blacklisted from a particular supplier during testing conducted by PMBI at any laboratory of its choice during the period of the rate contract, such supplier will be blacklisted for a period of two years from the date of determination of NSQ status in the third instance besides forfeiture of entire PSD for the entire contract entered by such manufacturer with PMBI.

D) QUALITY TEST BY STATUTORY AUTHORITIES:

a) If any item 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/JAK will be retrieved.

b) If a single batch of any product(s) supplied by the company/firm declared as Adulterated/ spurious/ Misbranded by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/ firm shall be blacklisted for a period of **2 years from the date of blacklisting. Further, the entire performance security deposit of the contracted value shall stands forfeited.**

c) If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period or during quality check within shelf-life period, such product of the company/ firm shall be blacklisted for a period of 2 years from the date of intimation and performance security deposit corresponding to the item shall stand forfeited. If three such instances occur, the company/ firm shall be blacklisted for a period of 2 years from the date of intimation besides forfeiture of full performance security deposit of the contracted value.

d) The above actions shall be subject to the outcome of the appeal, if any filed by the firm/ company, to any Govt. testing laboratories as provided in the statute. However, no such product will be procured from the firm/company by PMBI till the finalization of the appeal by the Govt. Laboratories. During the interim period, PMBI will be free to procure the items from any other sources attracting the penal risk purchase clauses to be borne by the firm/ company.

E) PROCEDURE FOR BLACKLISTING/ LEVY OF PENALTY:

a) On determination of a product/ firm as being of "**NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS/ MISBRANDED or in the case of non-supply of the product or in the case of non-performance of any contractual terms arising out of this tender (**as the case may be), a show cause notice will be issued to the supplier calling for explanation within 7 days from the date of notice.

b) On receipt of explanation from the supplier, the CEO, PMBI shall take action as per clauses 25, 26 and 27 for levying penalty including blacklisting of the product/firm, as the case may be. Further the CEO, PMBI shall take steps for forfeiture of Performance Security Deposit and any other penal action as the case may be. The list of product/firm which have been blacklisted shall be displayed on website of PMBI.

c) For clarity it is reiterated that if a particular item has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for such item floated by the PMBI until the period of blacklisting is over.

d) 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 PMBI until the period of blacklisting is over.

28. 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.

29. RESOLUTION OF DISPUTES:

The PMBI 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.

A) **ARBITRATION AND JURISDICTION.**

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

However, due to various unforeseen reasons, problems may arise during the progress of the contract/ Rate Contract leading to disagreement PMBI 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 PMBI 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 CEO of PMBI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be final and binding on the parties. The second party shall consent on the following conditions while signing the Agreement/ contract:

i. The second party shall consent that the arbitrator appointed by CEO, PMBI shall be paid fees for each hearing/proceeding of arbitration.

ii. The fees of the arbitrator shall be such as decided by PMBI.

iii. The fees of the arbitrator for each hearing/proceeding shall be borne by both the parties in equal-half-proportion

B) In case of a complaint received from any local supplier indicating a need for review/ verification of Local content of successful vendor/ awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5 Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

30. CONTACTING THE PURCHASER (PMBI) BY THE BIDDER:

A) No bidder shall contact the PMBI on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

B) Any effort by a bidder to influence the PMBI in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

C) 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.

D) Notwithstanding anything contained in clause (C) 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.

31. FRAUDULENT AND CORRUPT PRACTICES:

A) 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 a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.

vi) 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.

vii) 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

viii) 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

ix) 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.

B) For Suppliers:

If the PMBI determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the PMBI 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 Performance 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.

32. JURISDICTION:

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

…….

ANNEXURE-I

Ref. Clause 3.A.o

CHECK-LIST (COVER-A)

(Whether uploaded the documents)

S. N.	Check List	YES/ No	Page No.	Remarks
1	Check list Annexure- I **as per clause 3. A. o.**			
2	Annexure- II (Declaration on **non-judicial Stamp Paper** for eligibility in participating the tender) **original Annexure II delivered to PMBI as per clause 3. A. i.**			
3	EMD Rs. 10,00,000/- (Ten lakhs) in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft or BG as per Annexure-III (Clause 3. A. a & 6. A). Udyam Registration Certificate (If claimed to be under MSE category) as per Clause No. 3. A. a.			
4	Copies of documentary evidence for the constitutions of the company/ Firm/ Proprietorship such as Memorandum and Article of Association, Partnership deed with complete address as per Clause 3. A.b.			
5	Power of Attorney (on Non-judicial stamp paper/ stamp duty paid) or Resolution of the Board (duly sealed and signed on Company letterhead) by which the authorized signatory has been authorized by the Tenderer to sign the tender documents as per clause 3. A.c.			
6	Copy of Minimum three years old valid Manufacturing License/ permission of the product quoted with latest license renewal certificate as per Clause 3.A.d.ii.			
7	Copy of documents/ reports/ certificate to prove compostability/ biodegradability of material complying with BIS standards as per clause 3.A.d.vi.			
8	Non-toxic certificate or statement for the materials used in manufacturing of Biodegradable & Compostable sanitary napkins/ Maternity Pads shall be uploaded with technical bid as per clause 3.A.d.v.			
9	Copy of Market standing Certificate (MSC) issued by the C.A. certifying batch No. that the firm/ company has manufactured quoted items for last three years as per Clause 3.A.g.			
10	Self-attested copy of purchase order/ work order not less than an average value of Rs. 10 crores for three consecutive financial year as per clause 3.A.d.vii.			
11	Declaration on non-blacklisting/ non-conviction of the firm/ company during last three years on non-judicial stamp paper as per Annexure- XIX & as per clause 3.A.f.			
12	Copy of Quality Management System (QMS) certificate issued on behalf of manufacturing unit by National Accreditation Board for Certification Bodies (NABCB), India. The certificate must be valid as on the last date of online submission of tender as per Clause 3.A.e.			

13	Copy of certificate of Bureau of Indian Standard (BIS) against the quoted items as per clause 3.A.d.iii.			
14	Annexure- IV {certificate from the C.A. (Chartered Accountant) or Company Secretary. **Original Annexure- IV delivered to PMBI** as per clause 3. A. h.			
15	Copy of Audited Annual Balance sheet and Profit and loss statement showing details of their annual turnover not less than 2**5 crores (Twenty-Five Crore)** for three consecutive years of the last four financial years from items as per Annexure- XII as per clause 3. A. h..			
16	Copy of Maximum Production Capacity Certificate per year issued by C.A./C.S. as per Annexure- XX & clause 3. A.d.iv.			
17	Annexure- V **(Mandate form)** PART- A & PART- B with original cancelled cheque to furnish company bank details as per clause 3.A.j & 23. B.			
18	Annexure- VI indicating manufacturing License, validity of license and market standing certificate details as per clause 3. A.m.			
19	Annexure- VII (Declaration to supply the items as per the design in enclosure 1 and enclosure 2 in Annexure- VII) as per clause 3.A.n, 20 & 21.			
20	Self-attested copy of PAN Card of the Bidder Company as per Clause 3.A.p.			
21	Self-attested copy of Certificate of valid GST registration of the bidder company as per Clause 3.A.q.			
22	Self-attested copy of Income Tax Return (ITR) for any three of last four consecutive Assessment years as per Clause 3.A.r.			
23	Copy of valid GS-1 registration certificate for barcoding as per Clause 3.A.s.			
24	Annexure- X (Declaration of Local Content as per clause no. 3.A.t & 5.B.d.			
25	Stability Study data against each quoted products as per tender clause 3.A.k.			
26	A set of Batch Manufacturing Record (BMR) & Batch Packaging Record (BPR) of any of the latest marketed batch in last three year of each quoted item code as per Clause 3.A.l.			
27	Annexure- XIV (Declaration of Non-drug items) as per Note-vii of clause 3.A.			
28	Annexure- XV (Clause No. 3.B) Declaration towards Compliance of Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020& 24 Jul 2020 under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 on Non-Judicial Paper duly notarized.			
29	Annexure- XVI (Declaration of the source of materials used for manufacturing of quoted items) as per Clause No. 4.F.			
30	Annexure- XVII (Sample receipt of the quoted items) as per Clause 4.O.			
31	Annexure- XVIII (Format for Integrity Pact) as per clause 3.A.v.			
32	Authorization letter nominating an employee of the tenderer to transact the business with the Tender Inviting Authority as per clause 4.N			
33	Annexure- XXV (Undertaking for submission of Batch Manufacturing Record (BMR) & Batch Packaging Record (BPR) with Technical Bid (COVER-A) as per clause 3.A.l			

NOTE: - (i) Annexure- II, Annexure- III; Earnest Money Deposit (EMD), Annexure- IV, Annexure- V, Annexure- VI, Annexure- X (Declaration of Local Content), Annexure- XV, Annexure- XVIII, Annexure-

XIX and Annexure- XXV are to be delivered in original to PMBI, rest of the document duly authorized should be submitted on or before stipulated date as mentioned in the tender document “Technical Cover- A”.

Name of authorized signatory: ……...
Signature of authorized signatory with date: …….

Company seal:

ANNEXURE- II

(On non-judicial Stamp Paper)

Ref. Clause No. 3.A.i.

DECLARATION

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

That I/we have carefully read all the terms and conditions of tender in ref. no**. PMBI/SURGICAL/RC-239/2026 dated …./…./2026 including** Amendment(s) to Tender document (if any) issued by Pharmaceuticals & Medical Devices Bureau of India (PMBI), New Delhi, 110029 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) A. that I/We are holding and have uploaded (a) valid manufacturing license/ permission along with product permission for quoted items (b) valid Quality Management System (QMS) of the manufacturing unit issued by National Accreditation Board for Certification Bodies (NABCB), India, (c) valid BIS certificate for each quoted items (d) latest Batch Manufacturing Record (BMR) for each quoted item code (e) complete stability study data/ cytotoxicity/ bio-irritability data for each quoted item code (f) minimum three (3) years market standing for quoted products issued by C.A/C.S., (g) declares the firms non-conviction in during 3 years, (h) declaration of using internationally accepted materials for quoted items and (i) the copies of the specifications for all quoted items and STP (standard testing procedure) for items not covered under BIS/ Compendium and also enclosed all undertaking/ declaration as per Annexure mentioned in the tender document.

B. that I/We shall submit the complete stability data/ data relevant as the evidence of the basis for shelf life for each batch supplied. (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then the stability data of the licensor shall be submitted along with licensing agreement).

C. **that I/we shall supply the items as per the specification, composition, pack size given in Annexure-XII, design, logo as given in Annexure-VII & VIII and Color, Packing Type, etc. of items as given in Annexure-XIII.**

On the basis of above undertaking/ declaration, the price bid shall be opened subsequently after opening of technical bid. However, if any document uploaded with technical bid is not complying as per undertaking, the contract/ Rate Contract shall be cancelled with forfeiture of EMD/ Performance Security Deposit against tender no. **PMBI/SURGICAL/RC-239/2026 dated 30/10/2026** along with other action including suspension/ disqualification of contract**.**

(III) A. I/We declare that we possess the valid item manufacturing license for PMBI's tendered items as per details below:

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Sr. No.	**Item Code**	**Description of Item as per PMBI Tender**	**Unit Size**	**Manufacturing LIC./ Permission/ Registration. No.**	**Date of Issue**	**Validity of License.**	**Address of Manufacturing Unit**	**Batch Size of product**

B. I/We declare that we possess the valid QMS/ BIS certificate issued by authority and complies and continue to comply with the condition lied down thereunder.

C. I/We declare that the information of local content provided in Annexure X is correct.

I am / We are aware of the Tender inviting Authority's right to forfeit the Performance Security Deposit/ impose penalty and suspending/ disqualifying/ blacklist me/ us/ our firm for a period of five (5) years if, any information furnished by us proved to be false at the time of inspection and not complying the condition as per Revised Schedule-M of the said Act for a period of five (05) years.

(IV) I/we do hereby declare that I have uploaded a valid GS1 registration certificate for barcoding and undertake to supply the items with barcode in accordance with Annexure- IX and the design as per enclosures to Annexure VII of the tender document as well as any other instruction issued by PMBI in this regard. I/we further undertake to implement unique serialization at the primary, secondary and tertiary packaging levels to ensure end-to-end traceability of products throughout the supply chain if require by PMBI.

(V) that in pursuant to the conditions in Clause No. 6. (A) of the tender, the bids can be suspended/ disqualified by the Tender Inviting Authority without EMD or 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 for the quoted product/ firm by any State Government/ Central Government/ PMBI/ Central or State Government's Drug procurement agencies** for the following products quoted in the tender at the time of submission of bid. Further, quoted items have not been failed in house testing or testing by any State Government/ Central Government/ its Drug procurement agencies/ PMBI during last two years. We are eligible to participate in the tender ref. No. **PMBI/SURGICAL/RC-239/2026 dated 30/10/2026** for the following quoted products with mentioned shelf life as per clause 19.O: -

(1)	(2)	(3)	(4)	(5)
S. No.	**Item Code**	**Description of Item as per PMBI Tender**	**Unit Size**	**Shelf life of the quoted item**

(VII) that I/we have quoted the rates in BOQ for above mentioned item codes (table under para VI) in my/our full consciousness abiding by the terms and condition laid down in the tender document considering unit size, secondary pack, shelf life, packaging type etc. and declare it to be invariable.

Signed:…….

Name: ……..

Designation…….…….

(Company Seal)

Witness: -

(1) Signed: …….
Name:……
Designation: …….

(2) Signed: …….
Name: .....
Designation: …….

(To be attested by the Notary)

ANNEXURE- III

(Ref: -Clause 3.A.a, 6.A)

DETAILS OF EMD SUBMITTED

(UPLOAD THE SCANNED COPY OF DRAFT/ PAY ORDER/ BANK GURANTEE/ NEFT RECEIPT)

(Format of BG is attached at Annexure XXII)

Signature:…….

Name: ……..

Designation…….…….

(Company Seal)

ANNEXURE- IV

Ref. Clause 3.A.h

(on *C.A./C.S.* Letter head)

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

(I) It is certified that M/s ……..…….……is a Private Limited/ Limited/ Proprietorship/ Partnership company/ firm and they have PAN no. …….and GST registration no. ….…….. They have filed Income tax return and GST return up to date. The authorized signatory of the company/ firm is Shri ……

(II) The annual Turnover of M/s. ..... for three consecutive years of the last four financial years for manufacturing tendered items are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Rupees (₹) in Crore (Rs.)	Turnover in Rupees in Crore (in words)
1.	2021-22	₹	
2.	2022-23	₹	
3.	2023-24	₹	
4.	2024-25	₹	
Total Turnover		Rs (₹)..... Crore	Rs (in words)……..
Average Turnover per annual		Rs (₹)..... Crore	Rs (in words)……..

It is certified that M/S ……(Name of company and address) having factory at…… (address of factory) have required plant/ plants, machinery/ machineries, building/ buildings & other infrastructure to manufacture the tendered items. It is also certified that the statement is true and correct.

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

(IV) They have manufactured & marketed at least three (3) or more commercial batches of each quoted items in last three years.

Date:

Name: ……

Signature: ……..

Stamp: ……

Registration No.:……

Note: Turnover certificate (Annexure-IV) shall be submitted in original on CA/CS letter head.

ANNEXURE- V (Part- A)

Ref. clause 3.A.j & 23.(B)

MANDATE FORM FOR BANK DETAILS

Sl. No.	Details Required	Information to be filled for correspondence
1.	**Company Name:**	
2.	Postal Address of the Company	
	GST No.	
	PAN Card No.	
	Telephone No.	
	Fax No.	
	E-mail ID (Registered)	
	Email ID (on Company Website)	
3.	Name of the Managing Director/ Director / Manager	
	Mobile No. / Phone No.	
	E-mail ID	
	Permanent E-mail ID	
	Permanent Mobile No.	
4.	**Bank Details**	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	
	e) Branch Telephone no	
	f) Branch E-mail ID	
	g) 9-digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank	
	h) IFSC Code of the Branch	
	i) Type of Account (Current / Savings)	
	j) Account Number (as appear in cheque book)	

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

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

Date: Signature :

Name :

Designation:

Place: Company Seal (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:

Note: Without bank seal and signature document shall not be accepted.

ANNEXURE- V (Part- B)

Ref. clause 3.A.j & 23.(B)

MANDATE FORM FOR COMPANY DETAILS
(On company letter head duly signed by Authorized signatory)

Sl. No.	Details Required	Information to be filled for correspondence
1.	**Company Name:**	
2.	Postal Address of the Company	
	GST No.	
	Telephone No.	
	Fax No.	
	E-mail ID (Registered)	
	Email ID (on Company Website)	
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.	Name and Designation of the company official Authorised for communication in respect of technical documents.	Name:
		Designation:
	Mobile No.	
	E-mail ID	
6	Name and Designation of the company official Authorised for communication in respect of status of Purchase Orders/artwork.	Name:
		Designation:
	Mobile No.	
	E-mail ID	
7	Name and Designation of the company official working in manufacturing premises (Plant Head/ Production Manager/ Quality Manger)	Name:
		Designation:
	Mobile No.	
	E-mail ID	
8.	**For Vendor Portal Registration**	
	Permanent E-mail ID	
	Permanent Mobile No.	

Date: Signature :

Name:

Designation:

Place: Company Seal (Name of the person signing & designation)

Annexure-VI

Ref. Clause No. 3.A.m

Sl. No.	Item Code (Only Quoted items as mentioned in Annexure II)	Items Specification (As per Tender Specification)	Unit Size	Manufacturing License *(Bidder must highlight the indicated item codes with highlighter on reference page no.)*					BIS Certificates of the quoted item			Batch Manufacturing Record (BMR)		
				Item Manufacturing License/ permission No.	License Issue date (first approval)	License Renewal Date (latest)	License Validity Date	Page no. of Document in uploaded Scan Copy (Do not put page nos. in range)	Certificate No.	Date of issuance	Page no. of Document in uploaded technical bid (Do not put page nos. in range)	BMR document no. as per official record	BMR finalization date	Page no. of Document in uploaded technical bid (Pages in range)

Note:

(i) In case any details as desired above is missing/not submitted against quoted item, the bid for such item is liable to be rejected

(ii) It is directed to not put page nos. in range and should indicate the page nos. one by one for all respective quoted item codes.

Signed.....

Name: ……..

Designation……

(Company Seal)

ANNEXURE- VII

Ref. Clause no. 20 & 21
(on company letter head)

DECLARATION

I/We do hereby declare that I/we will supply the item as per the design in Enclosure 1 to Annexure VII & Enclosure 2 to Annexure VII as well as other instruction given in this regard.

Signature of the Tenderer

Name: ……

Designation: ……...

(Company Seal)

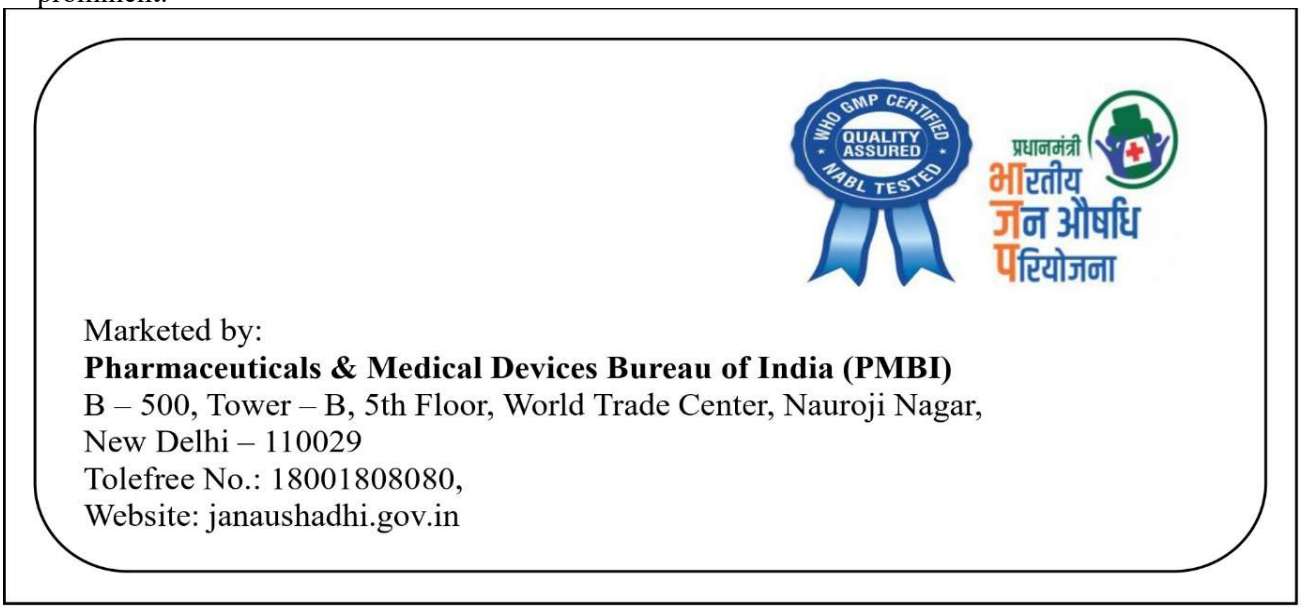
Enclosure- 1 to ANNEXURE- VII

Ref. Clause No. 3.A.n & 20

DESIGN FOR: Biodegradable & Compostable Sanitary Napkins

1. **Text Matter for Printing** should be in minimum two colour i.e., Black & red.
   However, colour and design of PMBJP (Pradhan Mantri Bhartiya Janaushadhi Pariyojana) logogram in standard colour format & PMBI item code-XXXX as given in PO as per approval at the time of ARTWORK approval before supply should be as given below.

2. PMBJP Logogram should be placed along with the address as given below.
3. PMBI helpline number 1800 180 8080 should be printed.
4. Font type should in CALIBIRI format for any type of title name of generic items.
5. Title name of generic items should be **bold** in minimum 12 font size & the strength corresponding to it must be **bold** in minimum 14 font sizes and it may increase respectively according to size of label & the rest text matter should be in minimum 8 font size.
6. The stereo printing of batch no./ manufacturing/ expiry date & other details shouldn't overlap the text matter.
7. "Pharmaceuticals & Medical Devices Bureau of India" should be running text only and should not be prominent.



1. Pradhan Mantri Bharitya Janaushadhi Priyojana / प्रधानमंत्री भारतीय जनऔषधि परियोजना should be printed in Hindi at side of pack.

Enclosure- 2 to ANNEXURE- VII

Ref. Clause No. 3.A.n & 20

Design for Napkins/ pads/ diapers for primary packaging

a) Item should be supplied with the following PMBJP logogram & PMBI item code-XXXX as given in PO as per approval at the time of ARTWORK approval before supply as under:
b) PMBI helpline number 1800 180 8080 should be printed
c) Font type should in CALIBIRI format for any type of title name of generic item
d) Title name of generic item should be minimum 12 font sizes and it may increase respectively according to size of label.
e) "Pharmaceuticals & Medical Devices Bureau of India" should be running text only and should not be prominent.

Marketed by:

प्रधानमंत्री भारतीय जन औषधि परियोजना

Pharmaceuticals & Medical Devices Bureau of India
B- 500, Tower-B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi- 110029
PMBI helpline number 1800 180 8080 PMBI ITEM CODE—XXXX

Note: The awarded bidder shall highlight the PMBI ITEM Code with a font size of minimum 14 on front side or as directed by PMBI while developing artwork design so as to promote clear visibility of the Item code to all stake holders(s) of PMBI.

ANNEXURE-VIII

Ref. Clause No. 21

SCHEDULE FOR PACKAGING OF ITEMS

GENERAL SPECIFICATIONS OF PACKAGING MATERIALS:

A. Primary Packaging for Biodegradable & Compostable Sanitary Napkins:

(i) All packing materials of Biodegradable & Compostable sanitary napkins shall be made of biodegradable/ compostable materials. Thickness of the compostable/ biodegradable pack shall be in compliance with latest government circular/ order/ statute (which ever applicable).

(ii) Sanitary napkin packaging must strictly comply with IS 5405:2025 (governing disposable pads) under the Bureau of Indian Standards.

B. Packing Instructions;

Every packet of sanitary napkins must carry the following instructions:

i. Method of use
ii. Indication as to which side is absorbent
iii. Disposal instructions
iv. Frequency of recommended change
v. Environmental concerns (post-disposal and during manufacturing)
vi. Date of manufacture and expiry date

C. Primary Packaging for Maternity Pads:

All packing materials of Maternity Pads shall be made of biodegradable/ compostable materials. Thickness of the compostable/ biodegradable pack shall be in compliance with latest government circular/ order/ statute (which ever applicable). Packaging must strictly comply with IS 5405:2025 (updated).

D. Shipper Box or Corrugated Fiber Box specification with weight limit:

S. No.	Particulars	Weight	Ply	Grammage	Bursting strength
1	Biodegradable & Compostable sanitary napkins	Not more than 12.0 Kg	7	Outer portion/ lining should be NLT 180 GSM and inside partition/ lining should be NLT 150 GSM.	Not less than 14 Kg/cm^2.
2	Maternity Pads	Not more than 12.0 Kg	7		

ANNEXURE- IX

(BARCODE REQUIREMENTS}

Reference clause 3.A.s

GS1 barcode requirements on items procured by Pharmaceuticals & Medical Devices Bureau of India (PMBI)

These requirements cover items procured by **Pharmaceuticals & Medical Devices Bureau of India (PMBI)**, New Delhi meant for supply and distribution through PMBI 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 items to PMBI.

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

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

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

For barcode generation on primary, secondary and tertiary level bidders may also approach M/s Dash Technologies & Levels Pvt. Ltd. besides the active services from GS1 India. GTIN No. shall remain continued with GS1 India only. Bidders may see the circular no. PMBI/PROC./BARCODE/2024 dated 02.02.2024 on PMBI website.

Tertiary Level Pack:

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

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

First Barcode
Unique product identification code (GTIN - Global Trade Identification Number)
Manufacturing Date
Expiry date
Batch no.
Quantity

Second Barcode
Serial Shipping Container Code (SSCC) –

Note-

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

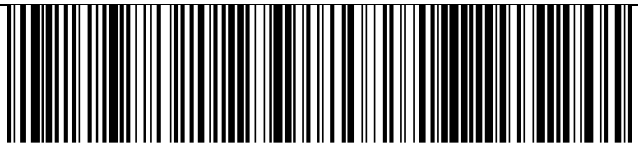
Example- If Shelf life is 24 months, April 2020 manufacturing date should be encoded as 200401 and March 2022 expiry date as 220331.

SSCC number of the Tertiary pack should never be reused on another Tertiary pack irrespective the Item, Batch or expiry is different.

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

Attribute	Description	Length	Nature	Data Type
(02)	*Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
0 8901072 00253 3	*Unique Product Number-GTIN-14*	*14*	*Fixed*	*Numeric*
(11)	*Application Identifier to indicate Manufacturing date Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
180101	*Expiry Date in YYMMDD format*	*6*	*Fixed*	*Date*
(17)	*Application Identifier to indicate Expiry date Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
220131	*Expiry Date in YYMMDD format*	*6*	*Fixed*	*Date*
(10)	*Application identifier to indicate Lot/batch number Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
BATCH123	*Batch No / Lot No*	*20*	*Variable*	*Alphanumeric*

(37)	*Application identifier to indicate Quantity in Outer Carton*	*2*	*Fixed*	*Numeric*
500	No. of Primary packs in the tertiary.	*Upto 8*	*Variable*	*Numeric*
(00)	*Application identifier to indicate the SSCC Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
1 8901072 000000000 6	*Unique number of the tertiary pack. It should never be reused.*	*18*	*Fixed*	*Numeric*
Recommended Barcode – GS-128				
Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode				
GTIN-14- Unique product code with first digit being the packaging indicator	**Description**	**Length**	**Nature**	**Type**
Application identifier to indicate Lot/batch Brackets not encoded in the barcode		*2*	*Fixed*	*Numeric*
Batch No / Lot No		*14*	*Fixed*	*Numeric*
Application Identifier to indicate serial number Brackets not encoded in the barcode		*2*	*Fixed*	*Numeric*
Quantity/Units in Secondary pack		*Upto 20*	*Variable*	*Alphanumeric*
(37)		*2*	*Fixed*	*Numeric*
5		*Upto 8*	*Variable*	*Alphanumeric*
Recommended Barcode depending upon the space available – GS1 Data matrix *Or* *GS1-128*				

Primary Level Pack:

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

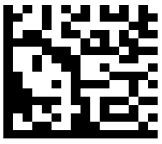
<u>Scenario-I</u> Primary pack with a Mono-carton/ Carton/ Secondary level pack

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

Unique product identification code (GTIN)

Note-

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

Attribute	Description	Length	Nature	Data Type
(01)	*Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
0 8901072 00253 3	*GTIN-14 with first digit being the packaging indicator*	*14*	*Fixed*	*Numeric*
Recommended Barcode – GS1 Datamatrix,	 (01) 0 8901072 00255 3			

<u>Scenario-II</u> Primary pack without Mono-carton/Secondary level pack

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

Unique product identification code (GTIN)

Batch No.

Note-

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



(01)08901072002533
(10) BATCH123

Attribute	Description	Length	Nature	Data Type
(01)	*Application Identifier to indicate GTIN-14. Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
0 8901072 00253 3	*GTIN-14- Unique product code with first digit being the packaging indicator*	*14*	*Fixed*	*Numeric*
(10)	*Application identifier to indicate Lot/batch Brackets not encoded in the barcode*	*2*	*Fixed*	*Numeric*
BATCH123	*Batch No / Lot No*	*Up to 20*	*Variable*	*Alphanumeric*

Mapping of Manufacturer GTIN with PMBI Drug code:

i. GS1 has facilitated a cloud-based application (DataKart Services) to link Manufacturer GTIN code with PMBI Drug code. The manufacturer must update the same before sending the physical consignment to PMBI
ii. Kindly contact Mr. Sandeep Issar at (M) +91 9560016183 (D): +91 (11) 42890819 or write email at sandeep@gs1india.org

Barcode Design and Printing -

i. For PMBI suppliers, GS1 India and M/s. Dash Technologies & Levels Pvt. Ltd. have facilitated an online application to generate the barcode designs for each level of packaging (as per tender)
ii. Using the same, the supplier will be able to generate Primary secondary and Tertiary barcodes as per PMBI format.
iii. Kindly contact Mr. Sandeep Issar at (M) +91 9560016183 (D) +91 (11) 42890819 or write email at sandeep@gs1india.org

Please contact GS1 India office for any further assistance

GS1 India
(Under Min. of Commerce, Govt. of India)
BG00, Tower B, Ground Floor, World Trade Center, Nauroji Nagar, New Delhi 110029, India (M): +91 9871869650, (D): *91 (11) 42890819, (E): sandeep@gs1india.org

ANNEXURE- X

(On nonjudicial Stamp Paper)

(Refer Clause no. 3.A.t and 5.B.d)

(To be submitted on Non-judicial Stam paper duly notarized)

DECLARATION OF LOCAL CONTENT

I……S/o, D/o, W/o……Resident at ……..…….. in the capacity of Proprietor/ Managing Partner/ Managing Director/ Authorized Signatory in M/s……having its registered office at ……..……..…. and factory premises at ……..…… do hereby solemnly affirms and declare the local content for the quoted item(s) as under:

S. No.	Item code	Item Name	Details of Location(s) at which value addition is made	Percentage (%) of Local content	Category
1					
2					
3					

That I …….. abide by the terms and conditions laid down in guidelines issued by Department of Pharmaceuticals, Ministry of Chemicals & fertilizers, Government of India vide F. No. 31026/65/2016-MD policy dated 16.02.2021 and DPIIT order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020 for the implementation of provisions of Public Procurement (Preference to Make in India) Order (PPO) 2017 related to procurement of Goods and Services on behalf of M/s……

Further, the calculations of local content used in manufacturing of quoted items are done in accordance with the guidelines laid down in Sl. No. 2,3 and 4 of Department of Pharmaceuticals order vide F. No. 31026/36/2016-MD dated 16.02.2021 and that I found our firm under Class …… local supplier for the quoted items.

That the information furnished hereinafter is correct to the best of my knowledge and belief and on behalf of M/s…… I hereby undertake to produce relevant records before the procuring entity, or any authority so nominated by the Tender inviting Authority/ Department/ Any assigned by the Tender inviting Authority for the purpose of assessing the local content and verification.

Signature .....

Name: ……..

Designation…….……

(Company Seal/Stamp)

(To be furnished by person in capacity as per para 1)

ANNEXURE- XI

Ref. clause no. 16.B

Letter of Award (LoA) of tender for Rate Contract

Speed post/e-mail

Ref. No. PMBI/SURGICAL/RC-239/2026 **Date: …….**

To,
M/S_____
_____

Sub: Tender for the Supply of Biodegradable & Compostable sanitary napkins & Maternity Pads to PMBI for two years: Acceptance tender for Rate Contract.
Ref: Your quotation against PMBI e-Tender No. PMBI/SURGICAL/RC-239/2026 dated: 30/10/2026 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 items to PMBI, the rate offered/accepted by your firm has been approved for Rate Contract for two years from the date of issue of this letter.

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

2. The contract will be with financial limit and PMBI can place the Purchase Order with unlimited variation in quantities indicated in the tender.
3. The estimated value of the contract awarded to you is Rs ..... (in word).
4. The tenderer will submit Performance Security in the form of bank Guarantee @ 3% against each issued purchase order and the same will be returned by PMBI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf-life obligation.
5. Approval for Artwork should be obtained from our Quality Control department by you within 30 days of release of this letter. (e-mail id: procure12@janaushadhi.gov.in; quality4@janaushadhi.gov.in, quality14@janaushadhi.gov.in & quality5@janaushadhi.gov.in).
6. Standard Testing Procedure (STP) of the quoted item are required to submit to Quality Control department (e-mail id: procure12@janaushadhi.gov.in; quality4@janaushadhi.gov.in, quality14@janaushadhi.gov.in & quality5@janaushadhi.gov.in) within 15 days from the date of Letter of Award.
7. As per clause 4.L of Tender document, the Rate Contract validity period may be extended for suitable period at same rate, terms & conditions with the consent of the supplier.
8. The terms and conditions of Rate Contract shall be applicable as mentioned in tender document. By issue of this acceptance letter, the Rate Contract is hereby concluded.
9. The Letter of Award shall be acknowledged on the company letter head duly signed by Authorized Signatory within 7 days of receipt of the same and signing of the contract shall be completed as per format under Annexure-XXIII within 15 days/ till ……. From the issuance of this LoA or as scheduled to be convened by PMBI/ Competent Authority.

Authorized Signatory,
For and on behalf of PMBI

Annexure -XII

Clause 18 (M)

Pharmaceuticals & Medical Devices Bureau of India, New Delhi
Tender for supply of Biodegradable & Compostable Sanitary Napkins and Maternity Pads
(Tender No. PMBI/SURGICAL/RC-239/2026 dated 30/10/2026)

Sr. No.	Item Code	Generic Name of the Item	Detailed specification of Item	Unit Size	Secondary Pack	First half yearly Indicative Requirement in Unit Size	Second half yearly Indicative Requirement in Unit Size	Third half yearly Indicative Requirement in Unit Size	Fourth half yearly Indicative Requirement in Unit Size
1	8198	Maternity Sanitary Pads	As per Annexure XII (A)	Pack of 5 Napkins	Pack of 5's x 50	50000	50000	50000	50000
2	9069	Biodegradable and Compostable sanitary napkins Large Size with wings	As per Annexure XII (A)	Pack of 4 Sanitary Napkins	Pack of 4's x 50	8451750	8451750	8451750	8451750
3	9070	Biodegradable and Compostable sanitary napkins Extra Large (XL) Size with wings	As per Annexure XII (A)	Pack of 4 Sanitary Napkins	Pack of 4's x 50	13445000	13445000	13445000	13445000
4	9071	Biodegradable and Compostable Sanitary Napkin regular size with wings	As per Annexure XII (A)	Pack of 10 Sanitary Napkins	Pack of 10's x 50	50000000	50000000	50000000	50000000
5	9072	Biodegradable and Compostable sanitary napkins Regular Size with Wings	As per Annexure XII (A)	Pack of 5 Sanitary Napkins	Pack of 5's x 50	4713000	4713000	4713000	4713000
6	9073	Biodegradable and Compostable sanitary napkins XXL Size with Wings	As per Annexure XII (A)	Pack of 5 Sanitary Napkins	Pack of 5's x 50	5000000	5000000	5000000	5000000

Note:

i. ***Bidders shall consider the specification confirming all the quality parameters, Safety and Product Standards.***

ii. ***Bidder shall note that above mentioned quantities are indicative and the actual quantity may vary from zero to the maximum required quantity during the contract as per tender clause 4. D.***

Annexure- XII (A)

a. Detailed specification: Biodegradable & Compostable Sanitary Napkins

Specifications	Regular (with wings)	Large (with wings)	Extra Large (with wings)	XXL (with wings)
Absorbent Core Length(mm)	≤ 210mm	211mm- 240mm	241mm- 280mm	≥ 281mm
Weight	Not Less than 8gm	9gm ± 1	9gm ± 1	9gm ± 1
Overall width(mm)	60-75mm			
Absorbent Core Width(mm)	Not less than 55mm			
Absorbency	Not less than 30ml/ min			
pH value of Absorbent Material	3.5 to 7.5 when tested by the method given in IS 1390			
Absorbing Top sheet Character	Shall be Bio-Compostable based Non-Woven Fabric and skin friendly for quick absorption and dry feeling			

Manufacturing Directions-

S. No.	Materials	Thickness	Grade of materials used
1	Pulp & SAP	-	Wood Pulp/ Cellulose Pulp & Bio-SAP
2	Top Sheet	Not less than 35 GSM	Bio- Compostable polyester based Non-Woven Fabric
3	Back Sheet	Not less than 33 GSM	Bio- Compostable PLA (Poly Lactic Acid)
4	Adhesive/ Glue	-	Plant based Hot Melt Adhesive
5	Release Paper	Not less than 40 GSM	Silicon coated

Conditions-

1. Each Sanitary Napkin/ Pad shall be so designed to facilitate efficient leak protection and suitably fit on to the underwear with an adhesive back strip.
2. All material used in manufacturing of sanitary napkins must be compostable.
3. Disposable wrapper provided with sanitary napkin shall be made up of compostable material.
4. Product shall comply with IS 5405:2025
5. Product as compostable shall pass the test on the final product as per IS/ISO 17088.

b. Detailed specification of Maternity Pad (Item code 8198)

S. No.	Particulars/ Tests	Limits
1	**Description**	Non allergic, soft feel, Fit for purpose, totally chlorine free and free from foreign matter
2	**Overall Length**	550 ± 10 mm
3	**Fluff Core/ Pad Length**	300 ± 10 mm
4	**Overall Width**	160mm ± 5mm
5	**Fluff Core/Pad Width**	110mm ± 10mm
6	**Thickness of Pad**	20mm ± 2 mm
7	**Weight of Pad**	20gm ± 02 gm
8	**Absorbency**	Not less than 50ml/min
9	**pH Value of Absorbent Material**	3.5 to 7.5 when tested by the method given in IS 1390.
10	**Top Sheet**	Soft feel, non-irritable to skin and Bio-Compostable polyester based non-woven material with high wicking ability. 20 GSM ± 5% Width- 110mm ± 5mm (fluff core)

11	**2nd Layer (Acquisition Layer/ Distribution Layer)**	Composed of a cellulose patch and a Bio-Compostable polyester nonwoven to facilitate the spread of fluid evenly across the entire area, transfer to the next absorbent layer and prevent fluid reflux (rewet < 1%). Width- 110mm ± 5 mm
12	**3rd Layer (Absorbent Core)**	Made up of Bio- SAP and encapsulated in non-woven cellulose and free from lumps, oil spots, dirt or foreign material. The absorbent filler shall be arranged to form a uniform thickness throughout without any wrinkles or distortion. It shall be placed in the covering in such a way that it neither cause lump formation nor release absorbed fluid with the effect of sudden/applied pressure.
13	**4th Layer (Back Sheet)**	Water-proof material composed of Bio-Compostable PLA (Poly Lactic Acid) film laminated with non-woven Bio-Compostable material preventing fluid from leaking. 24 GSM ± 5% Width- 110mm ± 5mm
14	**Primary Packing**	Each Pad shall be packed in compostable package that protect the product from contaminants during shipment and storage.
15	**Labelling**	As per specification & approved artwork
16	**Napkin and Elastic Belts**	5 Pads and 2 belts with adjustable ends in one primary packing
17	**Shelf Life**	3 years
18	**Hygiene Testing Requirement**	Total viable count (total number of bacteria and fungi) shall not be more than 1000 CFU/gm and Staphylococcus aureus shall be absent. (Tested as per ISO 11737 (Part 1).
19	**Standards**	Other parameters should comply with IS 5405: 2025

Annexure-XIII

Ref. Clause No. 1(B)(c), 20(B) & 21(A)

Sl. No.	Item Code	Generic Name of the Item	Unit Size	Packing Type
1	8198	Maternity Sanitary Pads	Pack of 5 Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material
2	9069	Biodegradable and Compostable sanitary napkins Large Size with wings	Pack of 4 Sanitary Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material
3	9070	Biodegradable and Compostable sanitary napkins Extra Large (XL) Size with wings	Pack of 4 Sanitary Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material
4	9071	Biodegradable and Compostable Sanitary Napkin regular size with wings	Pack of 10 Sanitary Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material
5	9072	Biodegradable and Compostable sanitary napkins Regular Size with Wings	Pack of 5 Sanitary Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material
6	9073	Biodegradable and Compostable sanitary napkins XXL Size with Wings	Pack of 5 Sanitary Napkins	Sealed disposable, moisture-resistant packs made of compostable/ biodegradable material

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ANNEXURE- XIV

[Ref. Note vii of clause 3.A]

(To be submitted on Company letter head)

DECLARATION FOR NON-DRUG ITEM(S)

I/we_____, am/are in the capacity of Proprietor/ Managing Partner/ Managing Director in M/s…… having its registered office at……..... and its factory premises at……..……do hereby declare that the quoted item(s) are neither covered under Drugs & Cosmetics Act 1940 and Rule there under nor Under Medical Devices Rule 2017.

That I/ we are eligible to participate in the tender no. PMBI/SURGICAL/RC-239/2026 for the following item conforming the terms and conditions laid down in the tender document along with the amendment(s) if any following all the order(s) mentioned by various ministry/ department referred in the subject tender:

Sl. No.	Item Code	Specification of the Item	Unit Size

That I am / We are aware of the Tender inviting Authority's right to forfeit the Performance Security Deposit and suspending/ disqualifying/ blacklist me/ us for a period of 5 years if, any information furnished by us proved to be false at any time during the contract period.

Signed.....

Name: ……..

Designation……..…….

(Company Seal)

ANNEXURE- XV

(Ref. Clause no. 3.B)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

(On Non-Judicial Paper duly notarized)

(Declaration towards Compliance of Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020& 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.)

I, the undersigned, …… (full names), do hereby declare, in my capacity as ……..……..…… of M/s ……., that:

1) The facts contained herein are within my own personal knowledge.
2) I have read the Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order.
3) I certify that M/s .....(name of bidder/entity) is not from such a country / is from such a country and has been registered with the Competent Authority as per Department of Expenditure Order No. 6/18/2019-PPD dated 23.07.2020 **(strike out whichever is not applicable)**, I hereby certify that this SUPPLIER fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached].
4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s.....(name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017.

Authorized Signature:

Signature with date…….

Name: …….

Designation/ capacity ……..…

(Seal/ Stamp of Bidder)

ANNEXURE- XVI

(Ref. Clause no. 4.F)

Declaration of the source of material used in manufacturing of the quoted Item

I……S/o, D/o, W/o……Resident at ……..…….. in the capacity of Proprietor / Managing Partner/ Managing Director/ Authorized Signatory in M/s…… having its registered office at……..…….and factory premises at……..……do hereby solemnly affirms and declare the material used for manufacturing of the quoted item(s) as under:

S. No.	Item Code	Name of the material used	Source of the material	Nature of material (Natural/ Synthetic)	Internationally accepted (Yes/ No)

That I……..abide by the terms and conditions laid down in guidelines issued or provision under this tender document or the clause(s) on behalf of M/s……. I further declare that all the material used in formulation for all quoted items are internationally accepted and possess no harm/ risk to health of the consumer/ user.

That the information furnished hereinafter is correct to the best of my knowledge and belief and on behalf of M/s…… I hereby undertake to produce relevant records before the procuring entity, or any authority so nominated by the Tender inviting Authority/ Department/ Any assigned by the Tender inviting Authority for the purpose of assessing the local content and verification.

Signature.....

Name: ……..

Designation…….…….

(Company Seal/ Stamp)

ANNEXURE- XVII

[Ref. Clause No. 4. O]

SAMPLE RECEIPT

(To be submitted in triplicate on firm's letterhead along with samples)

Tender No. …… **Dated……**

Sub: Submission of samples of quoted items as per Annexure- II.

To,
The Tender Inviting Authority,
Pharmaceuticals & Medical Devices Bureau of India

Sir,

The details of samples of quoted products in compliance to clause no. …….. and as per the specification under Annexure XII is as follows:

Sl. No.	Item Code	Product Name	Batch no.	Date of Manufacturing	Date of Expiry	License No	Number of units submitted

Total number of Items submitted: …….

Total number of Boxes submitted: ……

Signed.....

Name: ……..

Designation…….…….

(Company Seal)

ANNEXURE- XVIII

(Ref. Clause 3.A.v)

INTEGRITY PACT

(on duly notarized non-judicial stamp paper)

Between

Pharmaceuticals & Medical Devices Bureau of India (PMBI) hereinafter referred to as "The Principal," and ……hereinafter referred to as **"The Bidder/ Contractor."**

Preamble

The Principal intends to award contract/s for **supply of items against PMBI Tender No.** PMBI/SURGICAL/RC-239/2026, under laid down organizational procedures, **The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and/ or Contractor(s).**
To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

Section 1- Commitments of the Principal

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.

c. The Principal shall exclude from the process all known persons having conflict of interest.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

Section 2- Commitments of the Bidder(s)/ Contractor(s)

1) The Bidder(s)/ Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits themselves to observe the following principles during participation in the tender process and the contract execution.

a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.

b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the Competition Act, 2002 (as amended from time to time). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.

c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details, as mentioned in the "Guidelines

on Indian Agents of Foreign Suppliers," shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines, all the payments made to the Indian agent/representative must be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed on Annex hereto.

e. The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.

f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision.

(2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from the tender process and exclusion from future contracts

Disqualification from the tender process and exclusion from future contracts If the Bidder(s)/Contractor(s), before award or during execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4- Compensation for Damages

1) If the Principal has disqualified the Bidder(s) from the tender process before the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous transgression

1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above

Section 6- Equal treatment of all Bidders/ Contractors/ Subcontractors:

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

1) The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

2) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the Central Vigilance Commission. The task of the Monitor is to review, independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Subcontractors.
4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.
5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer the Monitor the option to participate in such meetings.
6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, they shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant action. The Monitor can, in this regard, submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action, or tolerate action.
7) The Monitor shall submit a written report to the Management of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8) If the Monitor has reported to the Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
9) The word 'Monitor' would include both singular and plural.

Section 9- Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings.
If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged / determined by the CEO/Management of the Principal.

Section 10- Other provisions

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.
2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.
3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement according to their original intentions.
5) Issues like Warranty / Guarantee, etc., shall be outside the purview of IEMs.

6) In the event of any contradiction between the Integrity Pact and its Annex, the Clause in the Integrity Pact shall prevail.

(For & on behalf of the Principal) (For the Bidder/Supplier)

(Office Seal) (Office Seal)

Place:……

Date:…….

Witness 1 (on behalf of the Principal):

(Name & Address) ----------

Witness 1 (on behalf of the bidder/ supplier)

(Name & Address) ----------

ANNEXURE- XIX

[Ref. clause no. 3.A.f]

(To be submitted on non-judicial stamp paper duly notarized)

DECLARATION FOR NON-BLACKLISTING/ NON-CONVICTION

I/we_____, am/are in the capacity of Proprietor/ Managing Partner/ Managing Director in M/s ……..……..…… having its registered office at ……..... and its factory premises at ……..……..…… do hereby declare that our company/ applied items have not been blacklisted/ debarred/ de-registered/ banned **due to quality failure for the quoted product/ firm by any State Government/ Central Government/ PMBI/ Central or State Government's Drug procurement agencies nor convicted** by any Court of law in India **as of** the date of publishing of the tender for following products quoted.

S. No.	ITEM NO.	GENERIC NAME OF ITEM	UNIT SIZE

Signed.....

Name: ……..

Designation…….…….

(Company Seal)

ANNEXURE- XX

[Ref. clause no. 3.A.d.iv]

FORMAT FOR PRODUCTION CAPACITY CERTIFICATE

(on C.A./C.S. Letterhead)

This is to certified that M/s……...……has sufficient installed capacity along with equipments, machineries, manpower qualified to manufacture, test and assure the quality of the quoted product at its manufacturing unit/ premises situated at……

That I/we are eligible to participate in the tender no. PMBI/SURGICAL/RC-239/2026 for the following item conforming the terms and conditions laid down in the tender document along with the amendment(s) if any following all the order(s) mentioned by various ministry/ department referred in the subject tender:

Sl. No.	Item Code	Specification of the Item	Unit Size	No. of quoted item manufacturing machine	Type of machine (Automatic/ Semi-automatic)	Production Capacity (Per Annum) (in crores)

Signed.....

Name of C.A./C.S.:……..

Designation……...…….

Registration No.:…….

(Company Seal)

ANNEXURE-XXI

(Format of Undertaking cum Indemnity)
(To be executed on a non-judicial stamp paper of Rs. 100/-)

[Ref:- Tender clause 17.B)]

I/we_____, am/are in the capacity of Proprietor/ Managing Partner/ Managing Director/ Authorized Signatory (as per tender clause no. 3.c) in M/s …… …… having its registered office at ……..... and its factory premises at …… do hereby solemnly affirm the following: -

i. That M/s …….. was awarded the contract against tender no…… dated ……. through Letter of Award vide no…… dated…….. and had executed the agreement with PMBI as per the tender terms and conditions.
ii. That I/ we have supplied the Items as per the tender terms and conditions and adhere to all statutory norms of the government.
iii. That the items supplied to the PMBI are quality passed and adheres to all the quality parameters and statutory norms in this regard. The details of supplied items are as follow: -

Sl. No.	**Item Code**	**Generic Name of the Item**	**Units Size**	**Batch no.**	**Quantity Supplied**	**Supply Date**

iv. That I/we have the preserved the controlled samples of each supplied batch and if asked by PMBI, it may be supplied.
v. That, I/ We hereby fully indemnifies PMBI against any losses on account of quality parameters and take the responsibility to replace such items during shelf-life period.
vi. That the contents of the foregoing paragraphs of this Undertaking-cum-Indemnity Bond are true to the best of my knowledge and belief.

Signature.....

Name: ……..

Designation…….…….

(Company Seal/Stamp)

Signature and Seal of Notary Public:…….

ANNEXURE- XXII

Ref. Clause 3.A.a and 6.A

MODEL BANK GUARANTEE (BG) FORMAT FOR FURNISHING EMD (if bidder intends to submit BG)

Whereas……(hereinafter called the "tenderer") has submitted their offer dated…….……

for the supply of Items (hereinafter called the "tender") against the purchaser's tender enquiry No. PMBI/SURGICAL/RC-239/2026 know all men by these presents that we……. of……..……..……having our registered office at...…… …… are bound into Pharmaceuticals and Medical Devices Bureau of India (PMBI) of India New Delhi (hereinafter called the "Purchaser) in the sum of Rs. 10,00,000.00 (Ten lakh) only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this…… day of …….202...

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) 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 12 months from the due date of tender i.e., ...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 of the officer……

Designation of the officer……..

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

ANNEXURE- XXIII

Reference Clause No. 16.E.

AGREEMENT

THIS AGREEMENT is executed on ……. Between Pharmaceuticals and Medical Devices Bureau of India, B-500, Tower B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi -110029 (hereinafter called as "PMBI")

AND

..……..……..…...(Name of Supplier)……..……..…(City and Country of Supplier) …… (hereinafter called "SECOND PARTY"):

Party under this agreement means individual party to this however Parties mean all parties or more than one party to this agreement collectively.

WHEREAS **"Pharmaceuticals & Medical Devices Bureau of India"** hereinafter referred to as "**PMBI**" is a Society registered under the Societies registration act XXI of 1860, having its Registered Office at B-500, Tower B, 5th Floor, World Trade Center, Nauroji Nagar, New Delhi -110029 is under the aegis of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Government of India. PMBI is the implementing agency of Pradhan Mantri Bhartiya Janaushadhi Pariyojna (PMBJP), scheme of Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers. PMBI deals in the distribution of Janaushadhi Medicines and fulfil the needs of medicines of Janaushadhi Kendras throughout India".

AND WHEREAS, PMBI has floated a Tender reference No. PMBI/SURGICAL/RC-239/2026 for the supply of Items/ Goods mentioned in the said tender.

AND WHEREAS (Name of Second Party) has submitted the tender and has been declared as successful bidder for the tender Reference No. PMBI/SURGICAL/RC-239/2026 and bid has been accepted by PMBI for supply of those goods and services for the sum of ……. (Contract Price in Words and figure) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The words and expressions mentioned in this Agreement shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement. The Tender Document shall also be treated as part of this agreement.
2. The Second Party is not blacklisted/ debarred/ de-registered/ banned by any State Government/ Central Government or Drug procurement agencies due to quality failure of the items or any other reasons at the time of entering this agreement.
3. If any information/ declaration made by the Second Party is found false at any stage before or after award of contract or deliberately defraud with PMBI, the Second Party shall be blacklisted for a period of 2 years. Apart from blacklisting, the Earnest Money/ Security Deposit submitted by the Second Party shall be forfeited and all its existing contracts would also be cancelled and security deposits in other contracts shall also be forfeited.
4. In case of NSQ or spurious or adulterated or misbranded products are supplied such batch(s) will be deemed to be rejected and the second party shall be liable for such losses and debit note shall be issued against the same.
5. In case of NSQ, the product shall be tested at a laboratory of PMBI choice and the full amount debit note may be issued against second party for the invoices/ purchase order and product may be returned to the second party at the second party cost if asked.

6. If NSQ by way of Market complaint during shelf life is observed, then the control sample may be tested at a laboratory of PMBI choice and if the control sample is also found NSQ then full amount debit note shall be issued against the second party and remaining stock may be given back to the second party on demand and logic.
7. In case of DI failure, the first party (PMBI) will put the batch on hold and the batch may be re-called and detailed information shall be sent to the concerned Government authority and as per defined policy, the necessary protocol may be followed.
8. Non-supply shall be considered as serious violation of tender/ contract condition. In this case the first party shall use alternate/ Risk purchase option to mitigate public demand In lieu of violation of contract condition or as defined in the tender.
9. In consideration of the payments to be made by PMBI to the Second Party as hereinafter mentioned, the Second Party hereby covenants with the PMBI to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
10. The PMBI hereby covenants to pay the Second Party 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.
11. **Signing Authority/ Testifying witness:** The Second party / Signing Authority shall be in capacity of Proprietor/ Managing Partner/ Managing Director/ Authorised Signatory of the concerned awarded company/ entity as declared in the tender. The Competent Testifying Witness shall be the regular employee of the concerned awarded company/entity.
12. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
    a. The Letter of Award issued by the First Party.
    b. The Notice Inviting Tender
    c. The supplier's bid including enclosures, annexures, etc.
    d. The Terms and Condition of the Contract.
    e. The Schedule of Requirement.
    f. The Technical Specification
    g. Any other document required and listed in the bid and replies to queries clarifications issued by the First Party, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the Contract.
13. Brief particulars of the goods and services which shall be supplied / provided by the Second Party are mentioned under:

Sl. No.	Item Code	Name of Product	Unit Size	Unit Price Exclusive GST	GST	Unit Price inclusive GST
Total Contract Value (Appx.)						

Total estimated awarded value in words in Rs._____

Tender quantity indicated in the tender is for the tender purpose only and it represent the basis of unit for ease of pricing. The actual quantity may vary from zero to maximum required during the contract period. The quantity shall be drawn from time to time during the contract period subjected to various terms and conditions of the tender.

14. PERFORMANCE SECURITY DEPOSIT:

A) On being informed about the acceptance of the tender for Rate Contract, Performance Security Deposit @ 3% of purchase order value in the form of irrevocable Bank Guarantee (BG) issued from any nationalized / Scheduled Bank favoring "Pharmaceuticals & Medical Devices Bureau of India" payable at Delhi against all issued purchase orders withing ten (10) days besides the submission of original hard copy in sealed envelope in PMBI. The validity of performance Bank Guarantee shall not be less than 36 months from the date of issue of PO. The performance security will be returned without any interest by PMBI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf-life obligation.

B) The Security deposit of second party will be returned by PMBI only after the second party has given undertaking to replace such items and indemnify PMBI against any losses on account of quality parameters duly notarized.

15. DELIVERY SCHEDULE

Supply shall be completed by the second party within stipulated date/days for all first/subsequent purchase order(s) as per tender clause 19.H.

16. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/ executed at Delhi for all purposes.

Normally, there should not be any scope of dispute between the PMBI and the Second Party 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 between PMBI and the Second Party, then parties shall first try to resolve the same amicably by mutual Consultation and negotiation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then either the PMBI or the Second Party shall give notice to the other party of its intention to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator appointed by the CEO of PMBI. The venue of Arbitration shall be at New Delhi. The award published by the Arbitrator shall be full and final which shall be binding on both the parties. The second party do hereby consent that the arbitrator appointed by CEO, PMBI shall be paid fees for each hearing/proceeding of arbitration. The fees of the arbitrator shall be such as decided by PMBI. The fees of the arbitrator for each hearing/proceeding shall be borne by both the parties in equal-half-proportion.

17. GOVERNING LAW/ JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Delhi shall have the exclusive jurisdiction to try any dispute arising out of this agreement.

IN WITNESS where of the parties here to have executed this Agreement in accordance with the laws on the date and year as mentioned above.

Signed, Sealed and Delivered by the

FIRST PARTY – PMBI

In the presence of witnesses

1. Witness 1 ……

Signature and stamp

2. Witness 2 …….

Signature and stamp

NAME- (SECOND PARTY)

Address-

Designation-

In the presence of witnesses

1. Witness 1 ……

Signature and stamp

2. Witness 2 …….

Signature and stamp

ANNEXURE- XXIV

LETTER OF AUTHORISATION
(To be submitted on company letter head duly signed by Authorized signatory)

To,

The Tender Inviting Authority,
Pharmaceuticals & Medical Devices Bureau of India (PMBI)
B-500, B-Tower, 5th Floor, Nauroji Nagar,
World Trade Center, New Delhi-110029

Subject: Authorization letter to attend pre-bid/ bid opening meeting or submitting bid/ agreement/ any tender related documents.

Sir/ Madam,

I/We……., the authorized signatory on behalf of M/s…… address at ……..…… as an intending bidder/ or as declared in the technical bid, hereby authorize Mr./ Ms. ……. working with us in the capacity of …… to attend the scheduled pre-bid/ bid opening meeting or to submit tender related documents regarding …….. at PMBI head office and complete all related formalities for smooth execution of the same on behalf of our company/ firm.
This letter is for your information and necessary action.

Signature of Authorized signatory ……

Name: ……

Designation…….……

(Company Seal)

Signature of the authorized person…….

Name: ……

Designation…….……

(Company Seal)

ANNEXURE- XXV

Ref. Clause No. 3.A.l

UNDERTAKING FOR SUBMISSION OF BATCH MANUFACTURING RECORD (BMR) & BATCH PACKAGING RECORD (BPR) WITH TECHNICAL BID (COVER-A)

(To be submitted on company letter head duly signed)

Tender No. …… Dated……

To,
The Tender Inviting Authority,

Pharmaceuticals & Medical Devices Bureau of India (PMBI)

B-500, B-Tower, 5th Floor, Nauroji Nagar,

World Trade Center, New Delhi-110029

I/we _____, am/are in the capacity of Proprietor/ Managing Partner/ Managing Director/ Authorized Signatory on behalf of M/s …….. having its registered office at …..... and its factory premises at ……..…… hereby submit this undertaking that for all quoted items as per Annexure-II, we are submitting the Batch Manufacturing Record (BMR) & Batch Packaging Record (BPR) with Technical Bid (Cover-A) in physical form in sealed envelope in compliance to the Tender Clause no. 3.A.l.

The details of all records submitted in physical form are as under:

S. No.	Item Code	Generic Name of the Item/ Product	BMR initiation date	BMR completion date	Batch no.	Total pages in the submitted BMR & BPR

I/ we also undertake that the submitted details & documents are true & verified to the best of my knowledge.

Signature of Authorized signatory ……..……
Name: ……..……
Designation……..……

(Company Seal)

ANNEXURE- XXVI

Ref. Clause No.17.A

Performance Security Bank Guarantee (unconditional)

To,

PHARMACEUTICALS & MEDICAL DEVICES BUREAU OF INDIA (PMBI)
(Name of purchaser)
B-500, Tower- B, 5th Floor,
World Trade Center, Nauroji Nagar,
New Delhi -110029

Whereas……(Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of e-Tender PMBI/SURGICAL/RC-239/2026 dated …… to supply of Biodegradable & Compostable Sanitary Napkins And Maternity Pads for the year 2026-28, (Description of Goods) 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……20…..

Signature and Seal of Guarantors

Date……..20…..
Address……...
……...

Sd/-
Chief Executive Officer
Pharmaceuticals & Medical Devices Bureau of India