



ANDHRA PRADESH STATE CIVIL SUPPLIES CORPORATION LIMITED
(A State Government Undertaking)

REQUEST FOR PROPOSAL

Empanelment of suppliers for supply of 63.00 Lakh of Sanitary Napkins in 100 packets (each packet contains 10 pads) in a Master Carton for supply to SHG women and 8th to 10th class school going girl children by Government of Andhra Pradesh through NCDEX e Markets Ltd.

Regd. Office : 10-152/1, Ashok Nagar, Bandar Road, Vijayawada-500007

Phone Nos : 0866 2551912

Fax No: 0866 2551913

Web site: www.apscsc.gov.in

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(A STATE GOVT. UNDERTAKING)

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The APSCSCL has invited applications from the eligible Sanitary Napkins Manufacturer's/ Authorized Distributer's for enrolment as registered suppliers for supply of Sanitary Napkins in 100 packets(each packet contains 10 pads) in a Master Carton. The procedure for enrolment, registration and terms and conditions of supply under the e-procurement mode for supply of Sanitary Napkins is detailed below:-

APSCSCL shall follow e-procurement mode and has entrusted the same to NCDEX e Markets Ltd, hereafter called as NeML, for conducting electronic auction system for procurement of Sanitary Napkins from registered suppliers.

1. **SCOPE OF WORK:-**

1.1.The APSCSC Ltd being the appointed agency for procurement of Sanitary Napkins by Government of Andhra Pradesh proposes to procure the good quality Sanitary Napkins from the Manufacturers/ Authorized Distributers through e-procurement process.

1.2. **The requirement of Sanitary Napkins in 100 packets(each packet contains 10 pads) in a Master Carton approximately 63.00 Lakh @ 21.00 lakhs per month for three(3) months from February 2019 to April 2019, which is to be supplied to the MLS point of all (13) districts in Andhra Pradesh State. The prospective bidder can participate in all (5) zones. However, the Successful L1 bidder for (3) three zones cannot be allowed for other zones.** The list of Districts and the approximate quantity of the Sanitary Napkins required may be seen in the Annexure-1. The quantities indicated in respect of each district may vary depending upon the requirement and demand as indented by the department from time to time. **The e-Auction will be conducted Zone-wise.**

- 1.3. The Bidder shall supply any one of five (5) brands namely Whisper, Stayfree, Kotex, Sofy and Carefree which are popular in the AP Market.
- 1.4. The Sanitary Napkins will be procured from the registered Sanitary Napkins Manufacturer's / Authorized Distributer's as per the eligibility criteria mentioned in Section-2.
- 1.5. In order to facilitate Sanitary Napkins Manufacturers/ Authorized Distributers to participate in e-procurement process, registration with NCDEX e Markets Ltd is mandatory. The procedure for registration with NCDEX e Markets Ltd is detailed in Clauses 3 & 4.
- 1.6. The inspection and evaluation of samples as well as place of manufacturing will be carried out in accordance with specified quality parameters as per the procedure stipulated in clause-7.
- 1.7. After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, payment will be released by APSCSC Ltd to the suppliers as per the procedure stipulated in clause-11 to the respective account of the suppliers by electronic fund transfer.
- 1.8. The procedure for enrolment and registration of suppliers, terms and conditions of supply of Sanitary Napkins is detailed below. Some of the clauses to these terms & conditions may be amended if necessary, prior to the conduct of e-Auction. Details of such amendments will be uploaded in the website www.apscsc.gov.in for the information of participants.

2. ELIGIBILITY / PREQUALIFICATION CONDITIONS.

2.1. Manufacturing units/Authorized Dealers of Sanitary Napkins are eligible to apply for registration as registered suppliers. In respect of Authorized Dealers who are dealing in Sanitary Napkins are also eligible to apply with Authorization letter from the Manufacturer.

2.2. The Sanitary Napkins Manufacturing Units/ Authorized Dealers should have proper valid license by the concerned authority for manufacturing and storing of Sanitary Napkins.

2.3. The Sanitary Napkins Manufacturing Units/Authorized Dealers should have been in operation for at least past three(3) years. They should possess valid Central Excise, GST Tax registration issued by concerned authorities.

2.4 The firm/applicant and its sister concern units/Associates should not have been Blacklisted / convicted for any offences or violation of any State or Central act.

2.5 The annual turnover should not be less than **Rs.10.00 crores** (Ten Crores) per annum for the last 3 consecutive years on Sanitary Napkins and FMCG(Fast moving Consumer Goods).

3. DOCUMENTS TO BE FURNISHED ALONG WITH APPLICATION FOR REGISTRATION.

3.1 The Sanitary Napkins Manufacturing Units/Authorized Dealers should have proper valid license by the concerned authority for manufacturing and storing of Sanitary Napkins - Copy of which will have to be furnished.

3.2 Attested copy of audited balance Sheet and profit / loss account for past three years duly certified by Chartered Accountant manufacturing unit or Authorized Dealer.

3.3 Applicants shall submit attested copy of the Income Tax returns of last three years with a copy of a PAN card attested by authorized signatory.

3.4 Attested copy of Certificate of registration under Excise, GST Tax as applicable.

3.5 An affidavit on Rs 100 non judicial stamp paper and Notarized , regarding

3.5.1. Not having been prosecuted for violation rules / law under Essential Commodities Act or any such others law or orders there under in any court of law.

3.5.2. Not having been black listed by any organization or Government for non-performance of contractual obligation.

3.6 In case of partnership firm or Co-operative or Corporate, the Sanitary Napkins Manufacturing Units, Authorized Dealers should furnish a copy of the partnership deed or byelaw or memorandum as the case may be. In case of partnership firms the share holding pattern should be duly certified by the Chartered Accountant along with details of name, age, education and experience of the partners. In case of Co operative / corporate

body copy of letter of authorization to the Chief Executive or the authorized person to register and participate in the e-procurement/tender process should be furnished.

3.7 The Sanitary Napkins Manufacturing Units, Authorized Dealers should furnish letter of authority or power of attorney for having authorized the person to sign the documents on behalf of firm or society or corporate body. Attestation of signature of such authorized signatory from the bank where the firm is having its account is essential.

3.8 The address proof of the authorized signatory viz Telephone bill/copy of pass port / electricity bill/ voter ID proof should be submitted along with the application. The address proof in respect of the firm shall be either certificate of registration or certificate of incorporation issued by the concerned authority.

3.9 Bank account details of firm along with IFSC code, Branch details, address shall be furnished in the letterhead of the firm.

3.10 The applicants have to deposit the registration fee of **Rs 5900** (Rs 5000+ 18% GST) along with the documents. The registration fee can be directly transferred to the Exchange bank account given below. The existing members (TCM, CP) of NeML who have renewed the membership for the year 2018-19 need not pay registration fee to NeML. However they have to submit the relevant documents again., Annexure 2 and Notarized Affidavit.

NCDEX e Markets Ltd Bank Account Details				
Bank Name	Bank Account Name	Exchange Dues Account	IFSC Code	Branch Name
HDFC Bank	NCDEX e Markets Ltd	00990690013050	HDFC0000060	Fort
Axis Bank	NCDEX e Markets Ltd	004010202176820	UTIB0000004	Fort
State Bank of India	NCDEX e Markets Ltd	30760958792	SBIN0011777	Fort

3.11 The application for registration and terms and condition with relevant Annexure can be downloaded from the website www.neml.in & www.apscsc.gov.in. Requests for forwarding applications through post / couriers will not be entertained.

3.12 The interested applicants may also visit website www.neml.in for any relevant information regarding enrolment as participant on NeML platform . Interested participants can also contact the Customer Service Group on below phone numbers **(022) 66473153/54** or Email: askus@neml.in

4. EVALUATION OF APPLICATION FOR REGISTRATION.

4.1. The completed applications along with relevant documents and fee / registration charges shall be submitted on or before **07.01.2019** at the following addresses,

To :

**The Membership Department
NCDEX e Markets Ltd.,
101 & 101 T, First Floor, Ackruti Corporate Park,
LBS Marg, Kanjurmarg (West),
Mumbai- 400079
Phone:022-66473154/53**

4.2 The registration for empanelment for the year 2018-19 shall be kept open throughout the year till further notice or till stocks last. The applications received after the due date will also be scrutinized on periodic basis and the eligible Participants will be allowed to participate in subsequent e-auctions conducted, if any. APSCSCL has the right to extend the date of submission of applications subject to uploading circular on such extensions on the website www.neml.in.

4.3. Those who have already registered as Commodity Participants/Members/ on NeML and who have renewed their membership for the current financial year need not separately register with NCDEX E Markets limited for this RFP. However they shall submit duly signed RFP document for having accepted the terms and conditions of the RFP to participate in the proposed e-auction.

5. SCHEDULING OF e-AUCTIONS.

5.1 Based on the requirements, APSCSCL through their Head Office will notify NeML to schedule auctions. Further such details will be posted on the web site of APSCSCL www.apscsc.gov.in. Neither the APSCSCL nor NeML will individually intimate to the registered suppliers regarding the e-auction schedule.

5.2. All registered suppliers are eligible to participate in e-auctions subject to terms and conditions detailed in this document.

5.3. Detailed e-auction schedule can be viewed and downloaded from www.apscsc.gov.in & www.NeML.in

6.QUALITY PARAMETERS.

6.1 The quality parameters for Sanitary Napkins to be supplied are detailed below for the reference of all eligible suppliers. APSCSCL has the right to alter the parameters at its own discretion before notifying the e-auction schedule.

QUALITY SPECIFICATIONS OF SANITARY NAPKINS

6.2 The thickness shall be measured by stacking 10 complete pads and measuring the stack height.
The average thickness for the 10 pads shall be used as the pad thickness.

Schedule of specifications		
S.no	Technical Specifications	Values
1	Absorbency	Not < 50 ml @15 ml/ min
2	Overall Length (mm)	240 mm \pm 10
3	Fluff core/ Pad length (mm)	230 mm \pm 10
4	Overall width (mm)	160 mm \pm 5
5	Fluff core/ Pad width (mm)	70 mm \pm 5
6	Thickness of a single pad (mm)	8-10
7	Weight of a single pad	8-10 gm

6.3 Specs of Napkins:

- Napkin/ pad shall have a non-absorbent barrier on one side which shall have an identifying thread or marking indicating clearly the side of the barrier.
- Soft, comfortable, breathable, Odorless, Anti- bacterial, non- allergic.
- Napkin/Pad shall have wings with adhesive stickers.
- PH of the absorbent material of the napkins as per IS:1390-1961.

- Absorbency with prescribed fluid @50ml/min instead of 30ml of C15 (1)of IS:5405/1980 (first revision) Reaffirmed 2012, with amendment 1, without leakage on bottom and sides.

6.4 Standard

- Conformity to Indian standard IS:5405-1980(Latest) Except for absorbency and size

Manufacture, Workmanship and Finish:

- The absorbent filler shall be arranged and neatly cut to the required size of the pad and form a uniform thickness throughout without any wrinkles or distortion. It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.
- The covering fabric shall cover the filler completely.
- The Sanitary Napkins shall have a very soft feel and when worn shall not chafe or give any uncomfortable feeling.
- It shall be free from all sorts of foreign matter and should be odorless.
- The Sanitary Napkins will be free from acids and alkali.
- The adhesive used in Napkins should not leave any mark and stain.
- Uniform thickness is with respect of wrinkles and lump formation only.

Storage :

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

3 years Shelf Life: The manufacturing date of the articles should not be more than 3 months preceding from the date of purchase order. The remaining useful shelf life of articles should not be less than 33 months.

**Technical Specification for Raw material/Packing Material
Used in the Manufacturing of Sanitary Napkins**

Sr. No	MATERIALS	COLOUR	THICKNESS	GRADE
1	Fluff (wrapped with tissue)	White	-	Soft wood Pulp, Long Fibre
2	PE back Sheet	Blue/Pink/White	24gsm±10%	LDPE, Carona Treated
3	Tissue Paper	White	18gsm±5%	Soft
4	Nonwoven Top Sheet	Natural White	20gsm ± 5%	Hydrophylic
5	Glue Hotmelt/Adhesive	Transparent	-	Construction-Polymer Based
6	Glue Hotmelt/Adhesive	Transparent	-	Positioning/Back Sheet-Polymer Based
7	Release Paper- width-40mm	White With Printing	40gsm ± 10%	Silicon Coated
8	Wing Release Paper-width 60mm	White	40gsm ± 10%	Silicon Coated
9	Poly Bag	Four Colour, Printed	40gsm ± 10%	LDPE
10	Carton/Corrugated boxes	Craft paper, Single colour, Printed	-	5 Ply X 150gsm virgin Craft Paper, Burst Strength -15kgs

6(a) PACKING

- **In Primary packet 10 pieces should be in air tight packet.**
- Printing on primary packing include logo in four colors using weather proof ink, Name, Manufacturers , License no, Address, Length, Dimension, Lot/ Batch No, date, Month and year of manufacturing, date, Price Month and year of `expiry, Number of Napkins, Advice for storage and any other printing details required by the buyer as per his requirement.
- The Name should be printed as “Raksha” along with other details (To be given by APSCSCL) on the Packet. Design will be of normal market supply. Proof to be approved by APSCSCL.
- The brand name should be any one of 1.Whisper 2.Stayfree, 3.Kotex, 4.Sofy and 5.Carefree.
- Sale Price should be printed on each pack, Price will be intimated to successful bidders at the time of Agreement.
- The Successful bidder is allowed to supply for the first month allotted quantity in non custom packing within the stipulated time given by the APSCSCL.

6 (b) Secondary Packing:

- i. Number of Primary packages in secondary packing.
- ii. Printing on secondary packing shall include generic name of product, lots / Batch no, Date, Month and year manufacturing, Expiration date, Month and year , Manufacturer address, Consignee address, Number of primary packing, Gross weight, Instruction of storage, Disposal Instruction, Method of use and indication as to which side is absorbent etc and any other printing details required by the buyer as per his requirement.

iii.Bar Coding: Bar code (GS1 format) shall be used to track down the product. It shall be printed on the label of Millboard/Grey board Boxes (Secondary Package)

1. Product identification (GTIN 14) using application identifier (01)
2. Manufacture and Expiry Date in YYMMDD format & using application identifier (17)
3. Master batch number using application identifier (10)

7.ASSAYING

7.1 The Supplier shall, on his own and at his cost, offer the stock of Sanitary Napkins from the identified batch marked for delivery at the loading point for inspection and certification in accordance with quality parameters as specified in Clause 6.2 above, from Central Govt/National Accreditation Board for Testing& Calibration Laboratories(**NABL**)/International Laboratory Accreditation Cooperation(**ILAC**) accredited testing laboratories. The stocks which qualify the parameters as per Clause-6.2 above shall only be supplied. **Each and every consignment shall accompany such Assaying Certificate issued by Central Govt./NABL/ILAC accredited testing laboratory.**

7.2 APSCSCL may randomly collect the samples at the MLS Point of the districts and get the samples tested in any of the Central Govt./NABL/ILAC accredited laboratories independently immediately from the day of delivery by the supplier. The quality of Sanitary Napkins will be evaluated based on specified quality parameters as detailed in section-

6.2. The results of such testing will be final and binding on the suppliers. The stocks which fail the test have to be taken back and replaced by new stock by the Supplier at his own cost within one week from the date of intimation by the respective District Manager of APSCSCL.

Suppliers may note that the cost of assaying will be borne by them if the sample fails in the test and such costs will be deducted while making the payment for supplies made. However if the test results shows the sample is as per the specifications, the APSCSC will bear the cost of assaying.

7.3 The supplier shall arrange to record number of Master Cartons before loading and after loading of the consignment. The copies of invoice / delivery challan and assaying report from the Central Govt/NABL/ILAC accredited laboratories shall be handed over to concerned officer of the APSCSCL at the time of giving delivery. Deliveries without valid documents will be rejected and will not be inwards by the concerned officer.

7.4 Consignment will be unloaded at the MLS Points during working hours only i.e. between 10 AM and 5 PM. On arrival of the consignment the concerned officer of APSCSCL will verify the documents and the assaying report. On confirming the authenticity of the consignment and after being satisfied with the quality of Sanitary Napkins based on the assaying report submitted by the Supplier, the concerned officer directs the representative of the supplier to arrange for recording the number of cartons of the consignment before unloading.

7.5 In case if the concerned officer of APSCSCL is not satisfied with the quality of Sanitary Napkins supplied then he would arrange to draw samples and refer the same for testing and certification as per Clause 7.2 above immediately after receipt of the stocks.

8. PROCESS OF ELECTRONIC AUCTION SYSTEM ON NCDEX E MARKETS LTD PLATFORM.

8.1. The registered suppliers with NeML are eligible to participate in the electronic bid system i.e. e-auction with the issued USER ID and PASSWORD.

8.2. NeML in consultation with the APSCSCL will schedule the auctions for each month and such details viz. e-auction calendar will be published on the website of APSCSC Ltd.

8.3. The registered suppliers shall not be intimated individually regarding the e-auctions, which are scheduled by the NCDEX e Markets Ltd. However the registered suppliers may contact, APSCSCL office located at Vijayawada for obtaining details of schedule of e-auctions.

8.4. The registered suppliers need to deposit 2.295% of the value of goods as EMD (margin money) with the NCDEX e Markets Ltd accounts to participate in the e auctions as given below:

For the E-Auction by way of:

- RTGS/NEFT Transfer
- E-Payment (Electronic Mode)

8.5 The bidders shall be allowed by NCDEX e Markets Ltd to bid only if the requisite EMD amount is available in the Common Exchange EMD Account of NCDEX e Markets Ltd. The amount deposited as E.M.D (Margin Money) would determine the bidding capacity of the bidder.

8.7 Only the EMD (Margin Money) of the lowest bidder would be blocked by NeML. The EMD (Margin Money) of the unsuccessful Bidder(s), including those whose bid(s) are not accepted due to non-fulfillment/not meeting the conditions attached to the bid(s), shall be returned by **NeML** to their registered Bank Account through electronic mode after receiving withdrawal request through CS Tracker mode (<http://cst.neml.in>).

8.8 In case, if any bid is received 2 minutes prior to the scheduled auction closing time then the auction schedule shall be extended for 5 minutes over and above the schedule auction closing time. There shall be maximum 3 such extensions.

8.9 The bidders shall place their bids online on NCDEX e Markets Ltd Platform <http://market.neml.in> the online trading system made available by NeML as per the terms and conditions of the E-Auction.

8.10 Price to be quoted in delivered number of packets and quality basis, as per the quality specified for a particular month. The evaluation and finalization of bids received shall be made on the basis of the lowest price quoted by the bidders for the lot.

8.11 The price quoted shall be per packet(each packet contains 10 pads).

8.11.1 The bidders within the State of AP or outside the State of AP the price quoted shall be:

- a) Inclusive of all incidental expenditure, transaction charges, Custom duty, Excise duty, cess, Education cess, applicable GST if any, payable for delivery at MLS points in the districts of AP.
- b) Inclusive of cost of packing, transportation charges, weighbridge charges, assaying charges , NCDEX e Markets Ltd transaction charges to wholesale points of MLS points in the district of AP & transit insurance till MLS points of Corporation respect of the concerned district.

8.12 The Bids of all Bidders who have participated in the e-Auction must remain valid for maximum period of 3 (three) months with a cushion of one month or completion of quantities.

8.13 The reducing tick size shall be 0.50 paise. (Fifty Paise only)

8.14 During an auction session, a bidder may modify his bid downwards to a reduced value less than the existing lowest bid. No cancellation of Bids shall be allowed during an auction session. The lowest valid bid received on the platform will be communicated to the department by NCDEX e Markets Ltd. The Corporation after evaluation of bids will communicate regarding acceptance/rejection of the lowest bid (if found not competitive). The lowest valid bid once approved by the APSCSCL will be declared as successful L-1 bidder and the same will be communicated by e-mail to the successful bidder. APSCSCL reserves the right, without giving any reason, to accept or to reject all or any bid including lowest bid.

8.15 The final results of the e-Auction as approved by APSCSCL are binding on all bidders. Any requests for cancellation of bids received either during the auction session or after the conclusion of an auction session shall not be accepted. Failure to accept award of supply contract by the successful supplier shall result in the forfeiture of the EMD (Margin money) and blacklisting from further participation in the e-auctions for a period of three years. The decision of the VC& Managing Director, APSCSCL in this regard will be

final.

8.16 Any bid placed using the bidders username and the password shall be deemed to be an unconditional binding of the bidder to whom such username and the password has been allotted by NeML, inter-alia, for the purpose of the e-Auction and the bidder shall be solely and fully responsible for all the activities that occur under such username and password. The user is therefore advised to check the username and the password before the E-Auction and is advised not to reveal it to anyone else so as to prevent misuse of the same. It is further suggested that Suppliers are requested to change the password frequently to protect from misuse.

8.17 APSCSCL & NeML shall not be responsible for any failure of power, Network, Server, Bandwidth problems, Hosting Server, Internet Connectivity, ISP or otherwise or the slowness to access NCDEX e Markets Ltd Platform/Exchange Platform www.neml.in. In case if e-Auctions cannot be held on scheduled date due to Server problems, the e-Auctions will be rescheduled and will be held on alternative day, the details of such date/s will be notified in the website of APSCSCL and NeML.

8.18 The Invitation of Bids, the terms and conditions of the e-auction, Bid of the Successful bidder, Letter / Email Confirmation / Acceptance issued by the Buyer (APSCSCL) to the successful bidder (here in after called the seller) along with any amendment issued prior to signing of contract shall constitute the Contract between the Seller and Buyer.

8.19. The successful bidder upon receipt of communication regarding acceptance of bid by NeML shall arrange EMD an amount equivalent to 10% (Ten percent) of the value of the order as security deposit within 2 (two) working day by Directly to AP State Civil Supplies Corporation Account.

Bank Name	Bank Account Name	Account Number	IFSC Code	Branch Name
SBI	VC & MD APSCSCL	00000037270582042	SBIN0016857	MG ROAD,VIJAYAWADA

8.20. All the details of bids received in the e auction on NeML platform for packing materials of APSCSCL will be communicated to Authorized representative of APSCSCL.

8.21. The EMD of L1 will be transferred to APSCSCL after deducting 0.25% Transaction charges plus applicable GST on the transaction charges by NeML.

8.22. All the post auction process including terms of DELIVERY of material and payment will be communicated by APSCSCL to the L1 bidders after accepting the L1 prices

9. ORDER FOR SUPPLIES

9.1. The shortlisted suppliers who qualify in e-auction for each destination will be issued with Supply orders / indents by Corporation. The Supply order to the supplier will be issued subject to payment of prescribed security deposit with the APSCSCL account.

9.2. The Corporation does not guarantee the minimum quantity, which will be ordered. It reserves the right to order for only such quantity as may be necessary or required by the respective district and the qualified supplier is bound to supply the ordered quantity at the designated Mandal Level Stock Points spread across the concerned district.

9.3. Quantities supplied in excess of the quantity specified in the supply order will not be paid for. Supply of required quantity should be as indented by the Corporation .Corporation at its sole discretion may place Supply orders/indents by FAX/LETTER/E-MAIL. The successful qualified supplier is bound to honor such indents and shall arrange to supply requisite quantity of Sanitary Napkins to the designated MLS Points of all the districts in Andhra Pradesh. The supply of consignment ordered shall be delivered in accordance with the supply order/indent. The ordered quantity of Sanitary Napkins as per specifications prescribed should be delivered within 15 working days at the APSCSCL MLS Points of all the districts in Andhra Pradesh State from the date of final supply order issued by the Corporation. As the stock is very urgently required and to ensure uninterrupted supply to the Public Distribution system, the APSCSCL is very keen in getting the stock within the stipulated time and may reduce the delivery time to 10 working days also while issuing supply order(In non custom packing) . Hence the delivery schedule fixed by the APSCSCL should be kept up at any cost.

9.4 The Successful bidder is allowed to supply for the first month allotted quantity in non custom packing within the stipulated time given by the APSCSCL.

9.5. The suppliers are required to enter into an agreement on Rs100/- non-judicial stamp paper to fulfill the contractual obligations as specified by the APSCSCL within 2 days. Deposit of SD (Security Deposit) should be with APSCSCL Agreement with alterations to clauses of the agreement will not be accepted and will be deemed as non-submission of agreement and violation of the terms and conditions of Tender. The successful bidder shall furnish (3) Sanitary Napkin samples which is going to supply at the time of entering into Agreement.

9.6. Violation of any of the Clause/Clauses of the Agreement shall be deemed as violation of Terms and Conditions of Tender.

9.7. Security Deposit and EMD furnished by the qualified suppliers will be returned on request upon completion of the contract period or the extended period, if any, subject to satisfactory performance or execution of the contract as per the Terms and Conditions of Tender.

9.8. Non acceptance of supply order / indents within 2 days of declaration of e-auction results will amount to forfeiture of EMD (margin money) deposited along with blacklisting from participating in the subsequent e-auctions for a period of three years.

9.9. Default in supplies either wholly or partly on account of quality or quantity or delay in supply will result in forfeiture of security deposit and EMD (margin money).

9.10. At any stage of supplies under the scheme; if it is noticed that the supplies are not in conformity with the specifications prescribed, such materials are liable to be rejected and qualified supplier will be called upon to make good the same. In the event of qualified supplier failing to make good the rejected stocks, the security Deposit and EMD (margin money) furnished by the qualified supplier shall be forfeited and Corporation is entitled to collect liquidated damages if any from the tender for his failure to comply with the terms and conditions of the tender .

9.11. In case of non-supply of stocks within the specified time limits as per supply order/indent, is at liberty to purchase the item from other alternative sources or initiate re e-Auction and recover the difference of cost from the supplier who has defaulted.

9.12 The Bidder shall allow inspection of the factory/warehouse at any time during the entire contract period by a team of Experts/Officials nominated by the APSCSCL for the purpose. The Bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their Bid will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm's risk cost.

9.13 NeML is acting only as a service provider for this e-auction and shall not be a party to the contract between the Seller and the Buyer subsequent to this e-auction. By bidding in this e-auction, a bidder acknowledges that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence to this e-auction.

9.14 NeML will be providing e-Auction platform for the purpose of price discovery. It shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract. Both seller and buyer shall completely absolve NeML for any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as per Clause 15 below.

10. TERMS AND CONDITIONS OF DELIVERY.

10.1. The successful bidder shall have to supply the ordered quantity of Sanitary Napkins as per the specifications prescribed within 15 days against the supply order issued by the APSCSCL. Supplier shall obtain the details of quantity from the APSCSC Ltd, Head Office , Vijayawada .

10.2 Corporation may, if need be, undertake pre dispatch inspection of stock by technical staff or any other agency (Quality Certification) entrusted for that purpose at the supplier's premises.

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

10.4 Bidders are required to supply the items within the delivery period mentioned in the Supply 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. The APSCSCL may reject their bid in future Bidder considering their unsatisfactory performance of supplies.

10.5. Supplier shall furnish a daily report to the District officer and the head office on supply of stocks truck wise and destination wise quantity delivered through email and FAX

10.6. The successful suppliers should take adequate precautions to prevent damage or deterioration to Sanitary Napkins during storage/transportation. He should also insure the stock during transit at his cost.

10.7. The successful suppliers should deliver at his cost the Sanitary Napkins to the designated MLS Points/storage place as per the supply order / indent issued by APSCSCL.

10.8. The successful supplier should supply of Sanitary Napkins in 100 packets of 10 pads in each packet in a Master Carton to be delivered to all MLS Points of the districts in Andhra Pradesh State.

10.9 Sanitary Napkins supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. APSCSCL will not be responsible for the loss to the supplier and will not entertain any demand/claim.

10.10.The Bidder must submit an Analysis report for every batch of Sanitary Napkins along with invoice. In case of failure on part of the supplier to furnish such report, the batch of Sanitary Napkins will be returned back to the Bidders and he is bound to replenish the same with Govt. approved lab test report. The Sanitary Napkins supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the Bid.

10.11. All information as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Regulations there under, must be mentioned on each Bag e.g. name and full address of Sanitary Napkins Manufacturer / Packer, Name of the commodity, gross weight, net weight, month & year of packing of the commodity.

10.12. The Bidder shall supply any one of five (5) brands namely Whisper, Stayfree, Kotex, Sofy and Carefree which are popular in the AP Market.

11. TERMS OF PAYMENT.

11.1 After satisfactory supply of the tendered items by the Successful Bidder within the stipulated time, Payment will be released by the APSCSCL to the suppliers within 15-20 working days from date of submission of bills with relevant documents to the APSCSCL. As per the procedure stipulated the amount will be transferred to respective account of the suppliers by electronic fund transfer. Advance amount shall not be released to the supplier in middle of supplies to the supplies made during the contract period.

11.2. The payment is processed based on the accepted quantity at the designated location, quality report by the assayer and is subjected to any standard deductions as specified in the purchase order/indent.

11.3. The supplier shall submit the following documents giving delivery of the consignment to the respective MLS points of the Corporation.

- a) Commercial Invoice.
- b) Assaying Report at the loading point from any of the Central Govt/NABL/ ILAC accredited laboratories.

11.4. The payment will be directly released through Electronic Fund Transfer to the respective Bank Account of the qualified suppliers by the Corporation. The following documents should be submitted at the Corporation for processing of payment:

1. MLS Point wise Truck-wise Details.(Truck No., Invoice No, Date and Quantity)
2. Invoices.
3. Quality Test report.
4. Any other relevant document issued by the District Officer.

12. PENALTY ON DEFAULT/EXTENSION TIME :

12.1) The entire ordered quantity of Sanitary Napkins should be supplied within the stipulated time. No extension of time will be granted for supply of Sanitary Napkins beyond the specified date fixed.

But in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the suppliers, extension of time will be granted at the discretion of the Purchase Committee subject to the following conditions:

- A) A penalty of Rs. 50/- (Rupees fifty only) will be imposed per Master Carton per day subject to maximum of Rs.500/- per 10 Master cartons per day for the quantity of Sanitary Napkins supplied after the due date fixed in the supply order.
- B) Supply of stock less than the ordered quantity is not permitted. If the ordered quantity is not supplied in full, the Security Deposit will be forfeited besides blacklisting.
- C) In the event of failure to supply the ordered quantity, by the successful tenderer(s) within the stipulated time, the VC&MD, APSCSC reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining supplier(s) for the supply of the said quantity or purchase the unsupplied quantity through limited tender system/e-Auction at the risk and cost of such supplier(s) and such supplier(s) is liable and responsible to make good the financial loss sustained by the Corporation. If the rate is cheaper the benefit will not accrue to the supplier(s).
- D) In the event of failure by the successful L1, tenderer(s) the Corporation is at liberty and also reserves the right to purchase the ordered quantity by calling tenders or open Market or has the discretion to re auction the desired quantity through NCDEX e Markets Ltd to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and

other excess expenditure, if any, will be recovered from the successful L1 tenderer(s). If the rate is cheaper the benefit will not accrue to the supplier.

- E)** At the time of delivery of stocks by the suppliers, the stocks will be subjected to quality verification by the quality control staff of the APSCSCL at the unloading godowns. Samples will be drawn as per the usual procedure of the APSCSCL. **In the event of supply of stocks not confirming to specifications as indicated , such stocks are liable for rejection, and will be viewed seriously besides imposing of Rs 2.00 lakhs Penalty for each truck . The supplier is also informed that any deviation in quality specifications of terms and conditions if noticed the said supplier will be blacklisted from participating in further tenders of the corporation besides recovery of any loss /damage sustained by the corporation in this account.**
- F) The Corporation reserves the right to charge penalty as decided by the VC & Managing Director of Corporation or withhold payment for any unsatisfactory stocks supplied by the supplier(s) without prejudices to other rights and the decision of the VC& Managing Director, APSCSC is final and binding on the supplier. The supplier(s) is liable to reimburse/ compensate the Corporation or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- G) Notwithstanding anything contained in the terms and conditions of this tender the VC&MD, APSCSCL is the ultimate authority in deciding the recovery of penalty from the supplier(s) taking into account the stock position and future requirement of supply in the larger interest of the Corporation.
- H) In the event of failure by the tenderer (s) at any stage of tender process , the EMD and Security Deposit or bills of supplied quantity will be forfeited and Corporation may also proceed with blacklisting of the firm .

13. CANCELLATION OF AGREEMENT:-

- (1) The supplier, if breaches any condition or clause of the agreement the Corporation is entitled to cancel the agreement and also entitled to demand and recover the loss incurred to it due to such cancellation/termination of the agreement.
- (2) If the Government scheme is closed or partly revised or modified, due to accidental decision of State/Central Government or any amendment and the proceedings of purchase is stopped or revised or modified by the Corporation then the agreement will automatically come to an end or partly continues for which supplier is not entitled to demand/receive any type of loss amount or cannot initiate any legal proceedings against APSCSCL.

14. FORCE MAJEURE:

The terms and conditions hereof shall be subject to force majeure. Neither the Corporation nor the supplier shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of God, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law and Order Proclamation, regulation or ordinance of any Govt. of any Subdivision thereof or local authority. The supplier shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to the Corporation for each consignment/ despatch separately within 48 hours of the happening thereof by telegram and fax immediately followed by a confirmatory letter sent by Regd. Post Acknowledgment due. In the event of the supplier pleading any ground as constituting force majeure, the opinion of the management of the Corporation on that behalf alone shall prevail and, if in the opinion of the management, the grounds pleaded by the supplier do not amount to force majeure, then supplier shall not be entitled to plead the same and or claim any relief under this clause.

15. ARBITRATION:

Resolution of Disputes:

15.1 In case of any disputes relating to tender including the interpretation of any of the Clause/Clauses of the tender, the matter shall be referred to VC & Managing Director, APSCSC Ltd., In case if disputes are not resolved then matter may be referred to Commissioner of Civil Supplies,

APSCSC Ltd, Government of Andhra Pradesh who will be the appellate authority.

15.2 In case of any disputes still not resolved and which are relating to supply of Sanitary Napkins including the interpretation of any of the Clause/Clauses of this Tender, the matter shall be referred to a sole arbitrator not less than the rank of Secretary to Government of Andhra Pradesh, appointed by the Government. The remuneration for the arbitrator shall be fixed by the Government. The arbitration shall be held in Vijayawada and the decision of the arbitrator shall be final and binding on both parties to the arbitration. The arbitration will be conducted in accordance with arbitration and conciliation Act, 1996.

15.3 Court situated in Vijayawada to the exclusion of all other courts in India, only shall have the jurisdiction in the matter.

16 INDEMNITY:

The Supplier shall defend, indemnify and hold Buyer harmless during and after the tender against any and all liabilities, damages, claims, fines, penalties, actions, procedures and expenses of any nature arising out of, resulting from any violation of any laws by the Supplier or its punishment or any way connected with the acts, negligence, breach, failure to perform obligations relating to the tender.

17. Jurisdiction

All Civil suits arising by this agreement should be subject to the jurisdiction of the City Civil Court, Vijayawada only.

18. NeML disclaimer –

18.1 NCDEX e Markets Ltd will be providing e-Auction platform and other services for the purpose of price discovery and shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the tender/contract or thereafter entered into by an between buyer and the Seller. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this tender and further any disputes between buyer and seller shall have to be resolved by them as mentioned in this Terms and Conditions.

18.2 Both Buyer and Seller agree and acknowledge that NeML shall not be made party to any litigation, suit, petition, application, arbitration or appeal arising from the dispute between buyer and seller except in case of NeML gross negligence and willful default while conducting e-auctions and services undertaken by NeML as prescribed herein above. Both the buyer and the seller agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses that NeML may incur/suffer as a result of inclusion of NeML as a party to any dispute between buyer and seller.

We have carefully and fully gone through the terms and conditions of this tender. We agree to the terms and conditions as detailed in section 1 to 18 of the above Tender document.

Signature of the applicant

Date:

Name:

Place:

Seal:

VC & MANAGING DIRECTOR

Annexure-1
Estimated Requirement of Sanitary Napkins

Name of the Zone	SINo	Name of the district	Requirement under SHG Women	Requirement under 8 th to 10 th School going Girl children and Intermediate of APMS&KGBVs	(In packets)	
					Total Requirement per month	Total Requirement for three(3) months
Zone-1	1	Srikakulam	107000	41885	148885	446655
	2	Vizianagaram	87000	33602	120602	361806
	3	Visakhapatnam	102000	43670	145670	437010
		Total	296000	119157	415157	1245471
Zone-2	4	East Godavari	185000	69855	254855	764565
	5	West Godavari	140000	50918	190918	572754
		Total	325000	120773	445773	1337319
Zone-3	6	Krishna	135000	42070	177070	531210
	7	Guntur	135000	51710	186710	560130
		Total	270000	93780	363780	1091340
Zone-4	8	Pakasam	109000	39613	148613	445839
	9	Nellore	80000	32173	112173	336519
	10	Ananthapur	115000	56800	171800	515400
			304000	128586	432586	1297758
Zone-5	11	Chittoor	134000	54083	188083	564249
	12	Kadapa	69000	32045	101045	303135
	13	Kurnool	102000	56332	158332	474996
			305000	142460	447460	1342380
Grand Total:			1500000	604756	2104756	6314268

Annexure-2

LIST OF DISTRICT WISE MLS POINTS IN ANDHRA PRADESH

1.SRIKAKULAM		2.VIZIANAGARAM	3.VISAKHAPATNAM
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	ICHAPURAM	1.VIZIANAGARAM-I	1.MARRIPALEM-I
2.	KAVITI	2.VIZIANAGARAM-II	2.MARRIPALEM-II
3.	KANCHILI	3.BHOGAPURAM	3.RC.IV.SCINDIA
4.	MANDASA	4.S.KOTA	4.ANAKAPALLI
5.	PALASA	5.KOTHAVALASA	5.KASIMKOTA
6.	TEKKALI	6.CHEEPURUPALLI	6.PARAWADA
7.	KOTABOMMALI	7.GAJAPATHINAGARAM	7.BHEEMILI
8.	NARASANNAPET	8.PARVATHIPURAM	8.PENDURTHI
9.	JALUMURU	9.THERLAM	9.PADMANABHAM
10.	SARAVAKOTA	10.BOBBILI	10.RAVIKAMATHAM
11.	SRIKAKULAM	11.PACHIPENTA	11.CHODAVARAM
12.	AMADALAVALASA	12.MAKKUVA	12.DEVARAPALLY
13.	BURJA	13.KURUPAM(GCC)	13.K.KOTAPADU
14.	SARUBUJJILI	14.G.L.PURAM(GCC)	14.ROLUGUNTA
15.	RANASTHALAM	15.SALURU(GCC)	15.KOTAURUTLA
16.	LAVERU		16.NATHAVARAM
17.	PONDURU		17.MADUGULA
18.	PALAKONDA		18.NAKKAPALLI
19.	VEERAGHATTAM		19.PAYAKARAOPETA
20.	KOTHURU		20.ELAMANCHILI
21.	RAJAM		21.NARSIPATNAM
22.	REGIDIVALASA		22.ARAKUVALLEY(GCC)
23.	S.KAVITI		23.KASIPATNAM(GCC)
24.	HIRAMANDALAM		24.PADERU(GCC)
25.	VANGARA		25.CHINTAPALLY(GCC)
26.	MELIAPUTTI		26.MUNCHINGPUT(GCC)
27.	PATHAPATNAM(GCC)		27.PEDABAYALU(GCC)
28.	SEETHAMPET(GCC)		28.K.D.PETA(GCC)
29.	G.SIGADAM		29.G.MADUGULA(GCC)
			30.G.K.VVEDHI (GCC)

4. EAST GODAVARI		5.WEST GODAVARI	6.KRISHNA
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	KAKINADA	1.ELURU	1.MACHILIPATNAM
2.	VELANGI	2.GUNDUGOLANU	2.BANTUMILLI
3.	DIVILI	3.DHARMAJIGUEDEM	3.AVANIGADDA
4.	MANDAPETA	4.TADEPALLIGUEDEM	4.MOVVA
5.	P.GANNAVARAM	5.KAPAVARAM	5.GUDIVADA
6.	RAVULAPALEM	6.GOPALAPURAM	6.PAMARRU
7.	AMALAPURAM	7.J.R.GUEDEM	7.KAIKALURU
8.	RAJAHMUNDRY	8.TANUKU	8.LABBIPET
9.	KORUKONDA	9.PENUMANTRA	9.MYLAVARAM
10.	JAGGAMPET	10.NARSAPURAM	10.KANCHIKACHERLA
11.	PITHAPURAM	11.PALAKOL	11.NANDIGAMA
12.	GOLLAPROLU	12.UNDI	12.JAGGAIHPET
13.	TUNI	13.K.R.PURAM(GCC)	13.NIZIVID
14.	BICCAVOLU		14.VISSANNAPET
15.	MUMMIDIVARAM		15.GANNAVARAM
16.	RAMPACHODAVARAM(GCC)		16.TIRUVURU
17.	ADDATEEGALA(GCC)		17.VUYYURU
18.	YELESWARAM(GCC)		
19.	DRAKSHARAMAM(ADDL.)		
20.	MAREDUMILLI(ADDL.) (GCC)		

7.GUNTUR		8.PRAKASAM	9.NELLORE
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	GUNTUR	1.ONGOLE	1.NELLORE
2.	PRATHIPADU	2.NAGULUPADU	2.INDUKURPET
3.	MANGALAGIRI	3.CHIMAKURTHY	3.PODALAKUR
4.	TADIKONDA	4.ADDANKI	4.RAPUR
5.	SATTENAPALLY	5.MARTUR	5.ATMAKUR
6.	PEDAKURAPADU	6.CHIRALA	6.GUDUR
7.	ATCHAMPET	7.PARUCHUR	7.VAKADU
8.	RAJUPALEM	8.TANGUTUR	8.NAIDUPET
9	TENALI	9.S.KONDA	9.SULLURPET
10.	DUGGIRALA	10.KANDUKUR	10.VENKATAGIRI
11.	PANNURU	11.KANIGIRI	11.KAVALI
12.	BAPATLA	12.PAMUR	12.KOVVUR
13.	REPALLE	13.PODILI	13.BUCHIREDDYPAL EM
14.	NARASARAOPET	14.MUNDLAMUR	14.VINJAMUR
15	CHILAKALURIPET	15.DONAKONDA	15.UDAYAGIRI
16.	VINUKONDA	16.MARKAPUR	
17.	GURAZALA	17.Y.PALEM	
18.	PIDUGURALLA	18.CUMBUM	
19.	MACHERLA	19.GIDDALUR	

10.CHITTOOR		11.KADAPA	12.ANANTHAPUR
S.NO.	MLS POINT	MLS POINT	MLS POINT
1.	CHITTOOR	1.KADAPA	1.ANANTHAPUR
2.	G.D.NELLORE	2.KAMALAPURAM	2.SINGANAMALA
3.	PUTHALAPATTU	3.RAYACHOTI	3.TADIPATRI
4.	BANGARUPALEM	4.L.R.PALLI	4.YADIKI
5.	PUTTUR	5.CHINNAMANDEM	5.GOOTY
6.	K.NAGAR	6.YERRAGUNTLA	6.GUNTAKAL
7.	NAGARI	7.PRODDATUR	7.URAVAKONDA
8.	CHANDRAGIRI	8.CHENNURU	8.ANANTHAPUR(R)
9	PAKALA	9.JAMMALAMADUG U	9.DHARMAVARAM
10.	TIRUPATHI	10.MUDDANUR	10.C.K.PALLY
11.	SRIKALAHASTHI	11.PULIVENDLA	11.KAMBADUR
12.	SATYAVEDU	12.VEMPALLI	12.KALYANDURG
13.	PITCHATUR	13.MYDUKUR	13.KANEKAL
14.	MADANAPALLE	14.BADVEL	14.RAYADURG
15	B.KOTHAKOTA	15.IDHOUT	15.MADAKASIRA
16.	THAMBALAPALLI	16.KODUR	16.KADIRI
17.	VOYALPAD	17.RAJAMPET	17.TANAKAL
18.	KALAKADA	18.VONTIMITTA	18.MUDIGUBBA
19.	PILER	19.PORUMAMILLA	19.O.D.CHERUVU
20.	ROMPICHERLA		20.HINDUPUR
21.	SODAM		21.GORANTLA
22.	PALAMANER		22.GANDLAPENTA
23.	PUNGANUR		23.PENUKONDA
24.	SANTIPURAM		24.BUKKAPATNAM
25.	V.KOTA		
26.	KUPPAM		
27.	PACHIKAPALLAM		
28.	KALIKIRI (ADDL.)		

13.KURNOOL	
S.NO.	MLS POINT
1.	KURNOOL
2.	VENDURTHY
3.	DHONE
4.	PEAPULLY
5.	GUDUR
6.	NANDIKOTKUR
7.	NANDYAL
8.	SIRVEL
9	KOILKUNTLA
10.	BANAGANAPALLY
11.	ATMAKUR
12.	SRISAILAM
13.	ADONE
14.	ALUR
15	PATTIKONDA
16.	YAMMIGANUR
17.	ALLAGADDA(SWC)

ANNEXURE-3

List of APSCSCL Officials in Various Districts.

SLNO	DISTRICT	District Manager Mobile Number
1	Srikakulam	7702003549
2	Vizianagaram	7702003551
3	Visakhapatnam	7702003550
4	East Godavari	7702003535
5	West Godavari	7702003552
6	Krishna	7702003540
7	Guntur	7702003536
8	Prakasam	7702003546
9	Nellore	7702003544
10	Ananthapur	7702003532
11	Chittoor	7702003533
12	Kadapa	7702003534
13	Kurnool	7702003541