Inviting tenders for procurement of Semi-automatic sanitary pad making machines at specified locations across the country.

LAST DAY FOR SUBMISSION: 01/07/2022

2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051
Tel : ( +91)-22- 2653 9404/ 9054
e-mail: nabfoundation@nabard.org
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1.0 Letter of invitation

NABFOUNDATION is a Section 8 company floated by NABARD. You may visit its website to know more about the company, its mandate and projects (www.nabfoundation.in).

Through this RFP, NABFOUNDATION is seeking to hire a suitable agency/ies for procurement of 70 semi-automatic sanitary pad making machines including all components and raw material to be supplied to specified locations across the country, under Phase II of NABFOUNDATION’s project ‘MY PAD | MY RIGHT’.

The company seeks estimates for supply of semi-automatic machines, all relevant components and raw material required for production of ultra-thin winged sanitary pads, installation and a 2 days hands-on training to be imparted to the SHGs on production of the pads. The supply and installation of these 70 machines is expected to be executed over a period of 2 years. A brief scope of work, deliverables and detailed procedure for submission of BID have been given in this document.

The proposals/ bids may be addressed to Shri Sanjeev Rohilla, CEO, NABFOUNDATION, NABARD, 2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051. The complete proposal/bid should reach on or before 3.00 PM on 01/07/2022.

For a detailed description of the job please see Tenders section of NABARD and NABFOUNDATION’s website.

(www.nabard.org) (www.nabfoundation.in)

For further details, please contact Smt. Sudha Varghese, Assistant Vice President (022-26539404) or Shri. Emaran Tiwale, Project Assistant, NABFOUNDATION (022-26539054).

Sd/-

CEO, NABFOUNDATION
2nd Floor, B Wing, NABARD, BKC, Bandra East, Mumbai – 400 051
e-mail:nabfoundation@nabard.org
### 2.0 Timelines for the RFP

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Availability of Request for Proposal Document</td>
<td>10/06/2022</td>
</tr>
<tr>
<td>2</td>
<td>Last Date for submission of RFP related queries via email</td>
<td>23/06/2022</td>
</tr>
<tr>
<td>3</td>
<td>Issuance of Clarifications</td>
<td>24/06/2022</td>
</tr>
<tr>
<td>4</td>
<td>Last date for submission of bids</td>
<td>01/07/2022</td>
</tr>
<tr>
<td>5</td>
<td>Date of opening of technical bid</td>
<td>04/07/2022</td>
</tr>
<tr>
<td>6</td>
<td>Place, time and date of opening of financial bid</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>E-mail address for queries</td>
<td><a href="mailto:nabfoundation@nabard.org">nabfoundation@nabard.org</a></td>
</tr>
<tr>
<td>8</td>
<td>Place for Submission of Bid</td>
<td>NABFOUNDATION</td>
</tr>
<tr>
<td></td>
<td></td>
<td>NABARD Head Office</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2nd Floor, B Wing, Bandra Kurla Complex, Bandra East, Mumbai- 400051</td>
</tr>
<tr>
<td>9</td>
<td>Date of Opening of Financial Bid for qualified Bidders</td>
<td>Will be informed by e-mail</td>
</tr>
<tr>
<td>10</td>
<td>Contact Person for Clarifications</td>
<td>Smt. Sudha Varghese, Asst. Vice President</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Shri. Emaran Tiwale, Project Assistant</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Email: <a href="mailto:nabfoundation@nabard.org">nabfoundation@nabard.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Phone : 2653 9404/ 9054</td>
</tr>
<tr>
<td>11</td>
<td>Mode of Selection</td>
<td>Best agency worked out on the basis of weighted average marks from the Technical and Financial bids</td>
</tr>
<tr>
<td>12</td>
<td>Type of Proposal Required</td>
<td>Technical &amp; Financial</td>
</tr>
</tbody>
</table>
3.0 NABFOUNDATION in brief:

NABFOUNDATION is a Section 8, Not for Profit Company floated by National Bank for Agriculture and Rural Development (NABARD), India’s apex level development financial institution working in and for rural India for nearly four decades.

The Foundation has been set up to execute development projects across the country, either on its own, or, in partnership with other stakeholders. The company was formed in 2019. The organization draws its strength and experience from the thousands of development projects grounded by NABARD over the years in multiple domains with a vast array of development partners like central and state governments, civil society organizations, banks, multilaterals, bilaterals, agri-universities and a host of other channel partners.

The Foundation will develop and execute scalable projects in various fields like climate proofing, smart agriculture, handicrafts, farm technology, financial inclusion, agri-marketing linkages, tribal development etc.

Core activities being undertaken by NABFOUNDATION

The main objectives of the company are initiating/ executing a wide array of development projects listed under Schedule VII, Section 135 of Companies Act, 2013, with special focus on: Rural income and livelihood generation; Sustainable agriculture and rural development; Natural Resources Management; Climate proofing of Indian agriculture; Skilling; Rural off-farm activities, Agri marketing; Rural Innovation; Gender sensitization; Micro finance; Water conservation; Financial Inclusion.

Project ‘MY PAD|MY RIGHT’ is NABFOUNDATION’s first PAN India project designed to tackle the dual objective of creating livelihood among rural women and promote menstrual hygiene in rural India.

3.1 About the project

NABFOUNDATION has been implementing project ‘MY PAD|MY RIGHT’ with support from NABARD since October 2020. Preliminary studies conducted on the subject of Menstrual Hygiene revealed alarming facts and project ‘MY PAD|MY RIGHT’ was designed to address the issues of:

Awareness: Most rural women lack adequate knowledge of menstrual hygiene, they are susceptible to myths and assumptions. The project aims at encouraging door to door sales, initiate dialogues, share knowledge, and
break myths on menstruation. This creates tangible awareness among rural women leading to increased demand for sanitary napkins by them.

**Accessibility:** There is a severe shortage of quality sanitary pads in most of rural India. The project aims at improving access through the local production process and door to door sales. Rural women are more comfortable buying sanitary products from fellow women than male shopkeepers.

**Affordability:** Most of the commercially available pads are beyond the reach of women from low-income groups. The decentralised model of the project brings this tabooed product into the secure environment of the Self Help Group, shortens the supply chain, eliminates middlemen, reduces marketing costs due to which the sanitary napkins can be sold at an affordable price.

**Acceptance:** The SHG women members promote the product along with emphasizing on its need. The rural women identify with the sanitary napkins manufactured locally by the women of their region.

The primary aim of “My Pad | My Right” project is to provide one sanitary pad making machine to one select Self Help Group of rural women in each and every district of India. The project intends to create a business model among SHG women to run the enterprise by themselves and nurture entrepreneurship among them. The project aims at promoting financial independence of the rural women and also ensure access to affordable menstrual protection and hygiene.

**NABFOUNDATION** through this RFP is seeking offers from interested vendors for supply of semi-automatic sanitary pad making machines including all components and raw material to be supplied and installed at specified locations across the country, installation & training and maintenance of the machine for one year at every unit.
4.0. Scope of Work and deliverables

4.1. Beneficiaries

The target beneficiaries of the project are rural women based out of the remotest locations in villages across the country.

4.2. Deliverables

1. **Supply of 70 semi-automatic sanitary pad making machines** along with all required components. Machines to be packed and dispatched to the desired location.
2. **Supply of all raw materials** required for production of sanitary pads for 2 months with every machine.
3. Installation and **2-days hands-on training on production** for the SHG members.
4. **End to end support for maintenance** of the machine for one year from date of installation.
5. **Uninterrupted supply of raw material** as and when required by the SHGs at mutually agreed rates.

4.3 Specifications and requirements:

4.3.1 Machine set up requirement:

Semi-automatic machine with all requisite components for production of ultra-thin sanitary pads.

*The manufacturing date of the articles should not be more than 3 months preceding the date of purchase order.*
4.3.2 Specification of pads to be made in the machines:

<table>
<thead>
<tr>
<th>Feature</th>
<th>Condition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Napkin with wings</td>
<td>Yes</td>
</tr>
<tr>
<td>Embossing</td>
<td>Yes</td>
</tr>
<tr>
<td>Colour of the Pad</td>
<td>White</td>
</tr>
<tr>
<td>Adhesive Back Strip</td>
<td>Yes</td>
</tr>
<tr>
<td>Soft, comfortable, breathable, odourless</td>
<td>Yes</td>
</tr>
<tr>
<td>pH of the absorbent material of the napkin</td>
<td>As per IS: 1390-1961 specifications</td>
</tr>
<tr>
<td>Absorbency</td>
<td>Shall absorb not less than 30 ml of fluid</td>
</tr>
<tr>
<td>Length of the pads (in mm):</td>
<td>280 ± 10</td>
</tr>
<tr>
<td>Finish of the pad</td>
<td>Uniform thickness throughout without distortions</td>
</tr>
</tbody>
</table>

4.3.3 Specification of raw material

All raw material required for manufacturing of good quality ultra-thin sanitary pads, of which the specification for the following should be maintained at:

i. SAP Sheet - not less than 165 gsm
ii. Wood Pulp sheet - not less than 70 gsm

All material used shall be free from lumps, oil spots, dirt or foreign material.

4.3.4 Maintenance:
Breakdown maintenance of the machines at site for one year from date of installation.

4.3.5 Provision of raw material:
Raw material for 8 hours operation per day to be provided for 2 months (50 days). This will be included in the quotation along with the machine.

The useful shelf life of raw material provided should not be less than 33 months. Defective items will not be accepted.
4.3.6 Installation and training:
Installation and training on the machine will be the responsibility of the vendor. The vendor shall ensure 2 days training is provided to the SHG members on:
- How to use the machine most efficiently
- The correct size, shape and weight of the pad
- How to combine the materials in the right quantity and seal the pad perfectly
- How to make optimum use of the machine and raw material.
- Proper maintenance of the machine and raw material.

4.3.7 Cost of training:
The vendor may quote an approx. cost (all inclusive) of travel, boarding and lodging for the trainer as under:
- For NER and J&K
- For rest of India.

A composite amount may be shown per installation and training. No break-up required.

4.3.8 Cost of packaging, forwarding and transportation:
A region-wise quote for packaging, forwarding and transportation may be included in the quotation being submitted. A composite amount may be quoted. The quotes may be mentioned for:
- i. Eastern Region
- ii. Western Region
- iii. Central Region
- iv. Northern Region
- v. Southern Region
- vi. NER & J&K region

4.3.9 Implementation Location:
The project is being implemented in multiple locations across the country. These locations are going to be villages located remotely in different districts. Machines will have to be dispatched and installed in the villages identified by NABFOUNDATION.

4.3.10 Implementation Strategy:
- The machine will be dispatched to the designated location within 20 days of placing the order.
• A minimum of 10 machines will have to be dispatched every month.
• The training and installation will be carried out within a period of one month from the date of the machine reaching the location.

**Project Timelines:**

The total time for full project implementation will be **2 years** from the date of signing the contract.
5.0. Financial pay out terms and conditions:

Pay out terms and conditions will be as under to the vendor:

i. 40% at the time of placing the order
ii. 30% at the time of dispatch
iii. 30% after successful delivery at the specified location and 2-day training to SHG members (The concerned NGO or SHG will certify that the same has been executed to their satisfaction)
6.0. Eligibility criteria:

6.1 The Bidder shall be either a sole proprietor/ partnership firm or a company incorporated under the Companies Act, 2013 or Companies Act, 1956 or a trust established under Indian Trust Act, 1882 or a Society established under Indian Societies Registration Act, 1860. Consortia in any form is not allowed.

6.2 The Bidder should be registered with the GST/PAN/TAN number.

6.3 The bidder should have updated GST return and IT return for the last three financial years issued by the Department.

6.4 Experience of Similar Work- Original work Orders/ Distribution orders or any similar kind of document to prove authenticity along with phone number of Client (Preference will be given to work done with GoI/ Any State Govt./ District Administration/ Government Agency).

6.5 The firm shall not have been blacklisted by any Government or any other donor/ partner organization in the past (Declaration to be given in the form of affidavit).
7.0 Evaluation Process

7.1. Bids would be evaluated on the basis of parameters like quality of the proposal, uniqueness and cost effectiveness.

7.2. Offers will be valid for 180 days from closing date for submission of bids.

7.3 Two-Stage Bidding Process: For the purpose of selection of the vendor, a two-stage Quality-and-Cost-Based Selection (QCBS) bidding process will be followed with 60% weightage towards Technical Bid and 40% weightage towards Financial Bid.

7.4 The response to this expression of interest is to be therefore submitted in two parts, i.e. Technical Bid and Financial Bid. These are two distinct and separate parts of the tender and shall be packed/submitted in separate envelopes or boxes. The ‘Technical Bid’ will contain technical details, whereas the ‘Financial Bid’ will contain pricing information. The Technical Bid should NOT contain any pricing or financial information at all.

7.5 Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.

7.6 The proposal as well as all related correspondence exchanged by the Firm(s) and the Employer shall be written in English language, unless specified otherwise.

7.7 In the first stage, only the ‘Technical Bids’ will be opened and evaluated. Those companies whose bids satisfy the technical requirements as detailed in this RFP shall be short-listed for a virtual presentation in front of the committee.

7.8 Under the second stage, the Financial Bids of those companies whose bids have been short-listed earlier on the basis of evaluation of their Technical Bids and Presentation, will only be opened for further processing.

7.9 Each firm shall express the price of its Assignment/Job in Indian Rupees.

7.10 NABFOUNDATION may call for further clarifications, additional particulars required, if any, on the technical/financial bids submitted. The vendor has to submit the clarifications/additional particulars in writing within the specified date and time. NABFOUNDATION at its discretion may disqualify the bidder’s offer, if the clarifications/additional particulars sought are not submitted within the specified date and time.
7.11 Amendments to this bid document may be issued at any time, prior to the deadline for the submission of bids. From the date of issue, amendments to the bid document shall be deemed to form an integral part of the bid document.

7.12 Amendments/modifications, if any, to this bid document will be published on the NABARD and NABFOUNDATION website and will not be published in any newspaper.

7.13 NABFOUNDATION reserves the right to call for an individual presentation on the features etc., from the shortlisted bidders based on the technical bids submitted by them to make an evaluation.

7.14 The financial bids must be submitted in accordance with the format specified in this document only (Annexure II). The bid should contain quotation for end-to-end solutions including cost of machines, raw material, installation and training cost and approx. region wise cost of packaging and transportation.

7.15 Bidding companies must acquaint themselves fully with the conditions of the bids. No plea of insufficient information will be entertained at any time.

7.16 Conditional or incomplete applications will not be accepted.

7.17 Any Bid received after the stipulated time and date for the receipt of bids will be rejected and be returned unopened to the Agency.

7.18 NABFOUNDATION reserves the right to reject the tender partially or fully without assigning any reasons.

7.19 The purchase committee reserves the right to relax any term or condition in the interest of the Foundation.

7.20 Quantity of requisite items may increase or decrease as per the requirement.

7.21 Each interested vendor to ensure to submit the bids in the formats as given in Annexure I (Technical Bid) and Annexure II (Financial Bid) in separate sealed covers.

7.22 First Envelope shall be named “Technical Bid Evaluation: Project MY PAD | MY RIGHT” and should contain the following self-certified documents:
   i. Name of the firm with full address, contact number and email
   ii. Documents duly completed and signed without indicating rates.
iii. Copy of Certificate of Incorporation, PAN, TAN and GST registration number
iv. Documentary proof of GST returns issued by GST Department
v. IT return copies of the last 3 financial years
vi. Affidavit in original for non-engagement in fraudulent, corrupt practices, non-blacklisting in any Govt/ PSU in the last 3 financial years.
vii. Clear listing or a Power Point Presentation about the key features, technical specifications, specifications of raw materials being used etc
viii. List of similar work done by the bidder with complete address and details of contact person of the organization with phone number
ix. Specifications of the machines/ components/ equipment to be installed.
x. A short video of the machine and its working may be forwarded to mpmr@nabfoundation.in.

7.23 Second Envelope shall have ‘FINANCIAL BID EVALUATION’- Project MY PAD| MY RIGHT’ written clearly over it and should contain the following documents:

i. Unit rates of all machine components/equipment should be quoted in INR, inclusive of all types of Government taxes. Cost of packaging, forwarding, transportation and installation and training may be indicated separately. The rates may be quoted in the prescribed format only (Annexure II).

ii. Price bid of all those bidders will be considered for opening whose offer is complete and technically sound.

iii. The items should be supplied under guarantee for a period not less than two years towards any manufacturing defects.

iv. The applicant may enclose copies of orders received from Government/semi government organizations in the recent past. Such bidders will be preferred.

v. The rate quoted shall be valid for a period of one year after the date of opening the bid and the vendor will have to supply the 70 machines at this price only. No requests for increase on account of inflation or any other extraneous factors will be accepted during this period of one year.
8.0 How to apply?

Please send your proposal with Technical and Financial Bids in the specified formats giving complete details in separate sealed covers, super scribed as ‘NABFOUNDATION: “Technical Bid Evaluation: Project MY PAD.MY RIGHT” and ‘NABFOUNDATION ‘FINANCIAL BID EVALUATION’- Project MY PAD|MY RIGHT’", to “Chief Executive Officer, NABFOUNDATION, 2nd Floor B Wing, NABARD, Plot No. C-24, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai –400051”

8.1 Period of bid validity

The Bids shall be valid for a period of 180 days from the closing date for submission of the bid.
9.0. Evaluation criteria

9.1 The Evaluation criteria will be as indicated below:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Parameters</th>
<th>Max marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A: Technical Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Work order for supply of sanitary pad making machine with raw material with Govt. organizations</td>
<td>20</td>
</tr>
<tr>
<td>A2</td>
<td>Work order for supply of sanitary pad making machine with raw material with other Foundations/ Trusts</td>
<td></td>
</tr>
<tr>
<td>Part B: Technical Presentation before the Selection Committee (physical or virtual)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Technical functioning of the machine</td>
<td>40</td>
</tr>
<tr>
<td>B2</td>
<td>Quality of Raw material</td>
<td></td>
</tr>
<tr>
<td>B3</td>
<td>Production per minute</td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td>Cost-Benefit analysis</td>
<td></td>
</tr>
<tr>
<td>B5</td>
<td>% of bio-degradability</td>
<td></td>
</tr>
<tr>
<td>Part C: Financial Bid</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Financial Bid should be submitted in a sealed envelope and only organisations qualifying the technical round will be shortlisted for the final round</td>
<td>40</td>
</tr>
</tbody>
</table>

9.2. NABFOUNDATION will evaluate the bids on QCBS (60% Technical and 40% Financial) following the process as stated above. The evaluation criteria shall be based on the requirements stated in this bid document.

9.3. From the time the proposals are opened to the time contract is awarded, the bidding firm should not contact NABFOUNDATION on any matter related to its Technical and/or Financial Proposal. Any effort by Firm(s) to influence NABFOUNDATION in the examination, evaluation, ranking of Proposal, and recommendations for award of contract may result in the rejection of the Firm(s) proposal.

9.4. NABFOUNDATION will constitute a selection Committee to carry out the evaluation process.

9.5. The Selection Committee, while evaluating the technical proposal, shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
9.6. The selection committee shall evaluate the Technical Proposal on the basis of its responsiveness to the Term of Reference and by applying the evaluation criteria specified in this RFP.

9.7. Financial proposal of only those firm(s) which are technically qualified shall be opened on the date & time specified by Foundation in the presence of the Firm(s) representatives who choose to attend.

9.8. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of goods and services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Applicant to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the bidder. The bidder shall bear all taxes, duties, fees, levies and other charges other than service tax imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula: \( Sf = 100 \times \frac{Fm}{F} \), in which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

9.9 Proposals will be finally ranked in accordance with their combined technical (St) and financial (Sf) scores: \( S = St \times Tw + Sf \times Fw \) where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.60:0.30.

9.10 The bidder achieving the highest combined technical and financial score will be considered to be the successful bidder and will be issued the work order (the Successful Bidder)
10.0 Responsiveness of Proposals

10.1 A responsive proposal is one which conforms to all requirements of the Proposal Document.

10.2 The proposals received on time, accompanied by the requisite and proper documents shall thereafter be examined for responsiveness.

10.3 A proposal may be treated as non-responsive for any or all of the following reasons:

   i. The bidder/s not meeting all of the 'Minimum Eligibility Criteria' as stipulated in the RFP.

   ii. All the information as indicated in the Proposal Document is not furnished.

   iii. Validity of proposal not confirmed.

   iv. Proposal documents not signed and sealed in the manner prescribed in the RFP.

   v. The proposal and supporting documents show significant variations and or inconsistencies.

   vi. The technical proposal indicates/ discloses financial proposal directly or indirectly.

   vii. A non-responsive proposal shall be rejected at this stage.
11.0. Notification of Award

11.1 The acceptance of a bid, subject to contract, will be communicated in writing at the address supplied by the bidder in the tender response. Any change of address of the company/ partnership firm/ any other firm should therefore be promptly notified to NABFOUNDATION.

11.2 NABFOUNDATION reserves the right to accept or reject any proposal and to annul the tendering process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected Bidder/s or any obligation to inform the affected Bidder/s on the grounds for the act.

11.3 Prior to the expiration of the bid validity period, NABFOUNDATION will notify the successful bidder that its proposal has been accepted. In case, due to some unforeseen circumstances the tendering process is not completed within the bid validity period, NABFOUNDATION may like to request the bidder to extend the validity period of the bid.

11.4 Physical verification of the machines of successful bidders will be undertaken before awarding the contract.

11.5 Upon the successful bidder’s furnishing of Performance Bank Guarantee, NABFOUNDATION will notify each unsuccessful bidder.
12.0 Performance Guarantee:

12.1 The vendor shall, at his own expense, deposit with NABFOUNDATION, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand, for an amount equivalent to three percent (3\%) of the contract price for the due performance and fulfilment of the contract by the vendor.

12.2 The Performance Bank Guarantee may be discharged by NABFOUNDATION being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be initially valid for 2 years from the date of notice of award of the tender.

12.3 The Performance Guarantee shall be renewed as and when required and kept valid for a period of three months beyond the completion of the project and warranty period. The selected vendor shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and warranty period.

12.4 Failure of the vendor to comply with the above requirement, or failure of the vendor to enter into a contract within 15 days or within such extended period, as may be specified by the NABFOUNDATION, shall constitute sufficient grounds, among others, if any, for the annulment of the award of the bid.
13.0 Signing of Contract

On submission of the Performance Bank Guarantee by the successful bidder, NABFOUNDATION shall enter into a contract with the successful bidder incorporating necessary details of scope of work, deliverables, the financials, payment schedule and other clauses as deemed necessary. The vendor shall be required to enter into a contract as per Annexure IV with NABFOUNDATION, within 15 days of the award of the bid or within such extended period, as may be specified by NABFOUNDATION, on the basis of the Bid Document.
14.0. Right to accept or reject BID

i. NABFOUNDATION reserves the right to accept/reject any or all offers submitted in response to this without assigning any reason whatsoever.

ii. NABFOUNDATION reserves the right to short-list the vendors based on the requirement of NABFOUNDATION and may call bidders for a presentation or otherwise before an evaluation committee, at bidder’s cost.

iii. Not to proceed ahead in the process at any stage without assigning any reason thereof
15.0 Governing Law and Disputes

15.1 The bids and any contract resulting therefrom shall be governed by and construed according to the Indian Laws.

15.2 All disputes or differences whatsoever arising between the parties (i.e., NABFOUNDATION and the vendor) out of or in relation to the construction, meaning and operation or effect of this Bid Document or breach thereof, shall be settled amicably. If, however, the parties, as above, are not able to resolve them amicably, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties, as above. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of the courts at Mumbai, India.

15.3 The vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NABFOUNDATION or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or of the umpire, as the case may be, is obtained.

15.4 The venue of the arbitration shall be Mumbai, India.


16.0 Force Majeure:

16.1 In case either party is prevented from performing any of its obligations due to any cause beyond its control, including but not limited to act of God, fire, flood, explosion, war, action or request of governmental authority, systemic breakdown, failure of electricity supply, accident and labour trouble, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other party of any such factors or inability to perform and resume performance as soon as such factors disappear or are circumvented.

16.2 Decision of NABFOUNDATION in this regard shall be final and shall not be questioned in arbitration or other legal proceedings.
17.0. Limitation of Liability

17.1 Notwithstanding anything to the contrary elsewhere contained in this RFP, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative or consequential damages.

17.2 However, the foregoing shall not include any business interruption and loss of income or profits, irrespective of whether it had an advance notice of the possibility of any such damages.

17.3 Subject to the above and notwithstanding anything to the contrary elsewhere contained herein, the aggregate liability of bidder under the Agreement shall not exceed the amount of contract actually paid by NABFOUNDATION. Provided, that aforesaid limitation of liability shall not be applicable in respect of claims arising as a result of infringement of Intellectual Property Rights of a third party.
18.0 Conditions under which this RFP is issued

i. This RFP is not an offer and is issued with no commitment.

ii. NABFOUNDATION reserves the right to withdraw the RFP and change or vary any part thereof at any stage.

iii. NABFOUNDATION also reserves the right to disqualify any bidder, should it be so necessary at any stage.

iv. Information provided in this RFP is on a wide range of matters, some of which depend upon interpretation of law. The information given is not a complete or authoritative statement of law.

v. NABFOUNDATION accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

vi. NABFOUNDATION, may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

vii. The Applicant shall bear all its cost associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying postage, delivery fees, expenses associated with any demonstration or presentations which may be required by NABFOUNDATION.

viii. Any dispute arising out of this RFP signed by NABFOUNDATION with the successful vendor or any other bidder in this procurement process shall be subject to the jurisdiction of Mumbai High Court.
ANNEXURES
### Format for submitting Technical Bid
*(No financials to be mentioned in this)*

<table>
<thead>
<tr>
<th>Sr</th>
<th>Particulars</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Basic:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) Firm’s Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) Date of Incorporation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>c) Corporate Office Address</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact Person</td>
<td></td>
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<tr>
<td></td>
<td>Phone</td>
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<tr>
<td></td>
<td>No.(landline/Mobile)</td>
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</tr>
<tr>
<td></td>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Email address :</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Contact person in Mumbai :</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Turnover:</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Turnover for last 3 years (In lakhs)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2019-20 : ..................</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2020-21 : ..................</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2021-22 : ..................</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Average:</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Technical:</strong> <em>Please provide details relevant only to the machine</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total components of the machine (nos)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automation grade</td>
<td></td>
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<tr>
<td></td>
<td>Phase</td>
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<tr>
<td></td>
<td>Machine capacity</td>
<td></td>
</tr>
<tr>
<td>Power</td>
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<tr>
<td>-----------------------</td>
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<tr>
<td>Voltage</td>
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<tr>
<td>Frequency</td>
<td></td>
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<tr>
<td>Production per minute</td>
<td></td>
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<tr>
<td>% of Bio-degradability of the pad</td>
<td></td>
<td></td>
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</tbody>
</table>

4. Project implementation (Please provide details of the 3 units where your machine is installed):

4.1 Total number of clients handled

4.2 Most important 3 clients handled

5 Please give any other information that you feel would be useful.
Annexure II

II. Format for submitting Financial Bid

( Please give one composite amount for the broad activity).

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Firm:</td>
</tr>
<tr>
<td>2</td>
<td>Region:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of the component</th>
<th>Qty</th>
<th>Unit of measure</th>
<th>Rate per unit</th>
<th>Amount</th>
<th>GST</th>
<th>Total with GST</th>
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<tr>
<td>Total (i)</td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>ii. Cost of raw material required for 2 months</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
| Total (ii)            |                       |     |                 |               |        |     |                |

|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
| (iii) Cost of organizing 2 DAY installation and operating training (incid GST) |
| A. For North East, A&N and J&K: |                       |     |                 |               |        |     |                |
| B. For rest of the country: |                       |     |                 |               |        |     |                |
| Total (iii)            |                       |     |                 |               |        |     |                |

|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
|                       |                       |     |                 |               |        |     |                |
| (iv) Packaging, Forwarding and transportation (incid GST) |
| i. Eastern Region     | ii. Western Region    |
| iii. Central Region   | iv. Northern Region   |
| v. Southern Region    | vi. NER, A&N & J&K region |
| Total (iv)            |                       |     |                 |               |        |     |                |
| (Average cost of six zones may be given here) |

TOTAL COST (i) + (ii) + (iii) + (iv) @

@ The total cost as shown here will be the composite cost for taking up all the above jobs and will be compared with composite costs provided by other vendors.
III. PERFORMANCE BANK GUARANTEE

FORMAT (on Non-Judicial Stamp Paper of Rs.100.00)

This Deed of Guarantee executed at ....... on this ...... day of BY..................., a Banking Company constituted under ........... Act having its Branch Office at ..................
( hereinafter referred to as "Bank" which expression shall, unless repugnant to the context and meaning thereof, means and includes its successors and assigns) IN FAVOUR OF NABFOUNDATION, a Section 8 company established under the Companies Act having its Registered Office at Plot No C-24, ‘G’ Block Bandra- Kurla Complex, Bandra (East), Mumbai-400 051 (Hereinafter referred to as "NABFOUNDATION/Purchaser" which expression shall unless repugnant to the content and meaning thereof, means and includes its successors and assigns)

WHEREAS

(1) NABFOUNDATION is desirous to install 70 semi-automatic sanitary pad manufacturing machines (hereinafter referred to as "said works") and has requested ............ a registered/ established/constituted under/by Act having its Head Office at ................. (hereinafter referred to as "Vendor" which expression shall, unless repugnant to the context and meaning thereof means and includes its successors and assigns) to submit its Bid to execute the said works.

The Vendor has submitted his Bid/tender to execute the said works for a total sum of Rs. (Rupees __________________ only).

One of the conditions of the said tender is that the Vendor shall furnish to NABFOUNDATION a Performance Bank Guarantee (PGB) for an amount of 3% of the total value order of ...................(Rupees _______ only)
in favour of NABFOUNDATION for the due and faithful performance of the contract in all respects as per the conditions set forth in the Tender by the Vendor.

The Vendor has approached us for issuing a PGB in favour of NABFOUNDATION for an amount of (Rupees ___________ only).

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH THAT

1) In consideration of the premises and at the request of the vendor, we .... ........ Bank both hereby irrevocably and unconditionally guarantee to pay to NABFOUNDATION, forthwith on mere demand and without any demur, as may be claimed by NABFOUNDATION to be due from the vendor by way of loss or damage caused to or would be caused to or suffered by NABFOUNDATION by reason of failure to perform the said works as per the said contract.

2) Notwithstanding anything to the contrary, the decision of NABFOUNDATION as to whether the vendor has performed as per the contract and whether the vendor has failed to maintain quality as per the terms of the contract will be final and binding on the Bank and the Bank shall not be entitled to ask NABFOUNDATION to establish its claim or claims under this Guarantee but shall pay the same to NABFOUNDATION forthwith on mere demand without any demur, reservation, recourse, contest or protest and/or without any reference to the vendor. Any such demand made by NABFOUNDATION on the Bank shall be conclusive and binding notwithstanding any difference/dispute between NABFOUNDATION and the vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

3) This Guarantee shall expire at the close of business hours on ...... (this date should be the date of expiry of the contract plus 180 days) without prejudice to NABFOUNDATION’s claim or claims demanded from or otherwise notified to
the Bank in writing on or before the said date i.e. (this date should be date of expiry of Guarantee. i.e. 6 months after end of warranty/contract period).

4) The Bank further undertakes not to revoke this Guarantee during its currency except with the previous consent of NABFOUNDATION in writing and this Guarantee shall continue to be enforceable till the aforesaid date of expiry or the last date of the extended period of expiry of Guarantee agreed upon by all the parties to this Guarantee, as the case may be, unless during the currency of this Guarantee all the dues of NABFOUNDATION under or by virtue of the said contract have been duly paid and its claims satisfied or discharged or NABFOUNDATION certifies that the terms and conditions of the said contract have been fully carried out by the vendor and accordingly discharges the Guarantee.

5) In order to give full effect to the Guarantee herein contained, NABFOUNDATION shall be entitled to act as if the Bank is NABFOUNDATION’s principal debtor in respect of all NABFOUNDATION claims against the vendor hereby Guaranteed by the Bank as aforesaid and the Bank hereby expressly waives all its rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this Guarantee.

6) The Bank agrees with NABFOUNDATION that NABFOUNDATION shall have the fullest liberty without affecting in any manner the Bank’s obligations under this Guarantee to extend the time of performance by the vendor from time to time or to postpone for any time or from time to time any of the rights or powers exercisable by NABFOUNDATION against the vendor and either to enforce or forbear to enforce any of the terms and conditions of the said contract, and the Bank shall not be released from its liability for the reasons of any such extensions being granted to the vendor for any forbearance, act or omission on the part of NABFOUNDATION or any other indulgence shown by NABFOUNDATION or by any other matter or thing whatsoever which under the
law relating to sureties would, but for this provision have the effect of so relieving the Bank.

7) The Guarantee shall not be affected by any change in the constitution of the vendor or the Bank nor shall it be affected by any change in the constitution of NABFOUNDATION by any amalgamation or absorption or with the vendor, Bank or NABFOUNDATION, but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

8) This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation or in substitution of any other guarantee or guarantees heretofore issued by the Bank (whether singly or jointly with other banks) on behalf of the vendor heretofore mentioned for the same contract referred to heretofore and also for the same purpose for which this guarantee is issued, and now existing uncANCELLED and we further mention that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees heretofore issued by us on behalf of the vendor heretofore mentioned for the same contract referred to heretofore and for the same purpose for which this guarantee is issued.

9) Notwithstanding anything to the contrary contained herein, the Bank further agrees to accept the notice of invocation as a valid claim from the beneficiary of this Guarantee, should such occasion arise, at any of its branches operating in India including the issuing branch on the day of such invocation and if such invocation is otherwise in order.

10) It shall not be necessary for NABFOUNDATION to exhaust its remedies against the vendor before invoking this guarantee and the guarantee therein contained shall be enforceable against us not withstanding any other security which NABFOUNDATION may have obtained from the vendor at the time when this guarantee is invoked is outstanding and unrealized.
11) Any notice by way of demand or otherwise under this guarantee may be sent by special courier, fax or registered post accompanied by the copy of the guarantee.

12) Notwithstanding anything contained herein:
Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. ........ only.

13) This Guarantee shall remain in force up to the date extended by renewal of this guarantee unless the demand/claim under this guarantee is served upon us in writing before ............ on or before the expiry of six months from the validity date extended by renewal of this guarantee. All the rights of NABFOUNDATION under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned here in above.

14) The Bank has power to issue this Guarantee under the statute/constitution and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this ......................... day of 2022 at .................... for and on behalf of .................Bank.

Sd/___
IV. AGREEMENT

AGREEMENT FOR SUPPLY OF SEMI AUTOMATIC SANITARY PAD MAKING MACHINE AND RAW MATERIAL FOR 2 MONTHS

THIS AGREEMENT executed at Mumbai on this __________ day of __________, 2022

Between

NABFOUNDATION, a wholly owned subsidiary of National Bank for Agriculture and Rural Development (hereinafter referred to as NABARD) and having its Corporate Office at 2-B, NABARD Head Office, C-24, G Block, Bandra Kurla Complex, Bandra East, Mumbai-400 051 (hereinafter referred to as ‘NABFOUNDATION’) OF THE FIRST PART:

And

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT

Article I. SCOPE OF WORK

The vendor will undertake to supply the following components to the target beneficiaries of the project being rural women based out of the remotest locations in villages across the country.

1. **The deliverables:**
   i. Supply of 70 semi-automatic sanitary pad making machines along with all required components
   ii. Machines to be packed and dispatched to the desired location
   iii. Supply of all raw materials required for production of sanitary pads for 2 months with every machine
   iv. Installation and 2 days hands-on training on production for the SHG members.
   v. End to end support for maintenance of the machine for one year from date of installation
vi. Uninterrupted supply of raw material as and when required by the SHGs at mutually agreed rates

2. **Machine components covered under this agreement:**

Semi-automatic machine with all requisite components for production of ultra-thin sanitary pads

*The manufacturing date of the articles should not be more than 3 months preceding the date of purchase order*

3. **Specification of pads under this agreement:**

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Napkin with wings</td>
<td>Yes</td>
</tr>
<tr>
<td>Embossing</td>
<td>Yes</td>
</tr>
<tr>
<td>Colour of the Pad</td>
<td>White</td>
</tr>
<tr>
<td>Adhesive Back Strip and strip on wings</td>
<td>Yes</td>
</tr>
<tr>
<td>Soft, comfortable, breathable, odourless, chemical free, biodegradable</td>
<td>Yes</td>
</tr>
<tr>
<td>pH of the absorbent material of the napkin</td>
<td>As per IS: 1390-1961 specifications</td>
</tr>
<tr>
<td>Absorbency</td>
<td>Shall absorb not less than 30 ml of fluid</td>
</tr>
<tr>
<td>Length of pads</td>
<td>280 ± 10</td>
</tr>
<tr>
<td>Finish of the pad</td>
<td>Uniform thickness throughout without distortions</td>
</tr>
</tbody>
</table>

4. **Specification of raw material under this agreement:**

All raw material required for manufacturing of good quality ultra-thin sanitary pads, of which the specification for the following should be maintained at:

i. SAP Sheet - not less than 165 gsm
ii. Wood Pulp sheet - not less than 70 gsm

All material used shall be free from lumps, oil spots, dirt or foreign material

5. **Maintenance under this agreement:**

Breakdown maintenance of the machines at site for one year from date of installation.
6. Provision of raw material under this agreement:

i. Raw material for 8 hours operation per day to be provided for 2 months (50 days). This will be included in the quotation along with the machine.

ii. The useful shelf life of raw material provided should not be less than 33 months.

iii. Defective items will not be accepted.

7. Training Covered in the Agreement

Installation and training at every unit will be the responsibility of the vendor. The machine will be installed at the location identified by NABFOUNDATION. The beneficiary group will be trained on:

- How to use the machine most efficiently
- The correct size, shape and weight of the pad
- How to combine the materials in the right quantity and seal the pad perfectly
- How to make optimum use of the machine and raw material.
- Proper maintenance of the machine and raw material.

Article II. TERM AND TERMINATION OF AGREEMENT

Implementation Location: The project is being implemented in multiple locations across the country. Machines will have to be dispatched and installed in the districts identified by NABFOUNDATION.

Implementation Strategy:

- The machine will be dispatched to the designated location within 20 days of placing the order.

- Atleast 10 machines will have to be dispatched every month.

- The training and installation will be carried out within a period of one month from the date of the machine reaching the location.

Project Timelines: The total time for full project implementation will be 2 years from the date of signing of the contract.

Note
1 Time and Quality are the essence of the contract.

2 The Functional and Technical Specifications as mentioned in RFP are broad requirements and are not exhaustive, unless mentioned otherwise. The agency shall seek clarification on the Technical Specification as mentioned in RFP, from NABFOUNDATION, in writing, for any doubt.

3 Dates and duration mentioned are subject to change on terms that may be mutually agreed between the parties.

4 The installation will be deemed to be complete when all the components of the system have been supplied, setup, configured, installed, and operationalized as per the Functional and Technical specifications and all the features as per the functional and technical specifications are demonstrated and implemented as required, to the satisfaction of NABFOUNDATION.

**Payment Terms**

i. 40% at the time of placing the order

ii. 30% at the time of dispatch

iii. 30% after successful delivery at the specified location and 2-day training to SHG members (The concerned NGO or SHG will certify that the same has been executed to their satisfaction)

**Pricing and Payments**

- Prices quoted anywhere in response must be in Indian Rupees only.
- The Prices should be inclusive of taxes, duties, local levies etc.
- All payments would be subjected to tax deduction at source (TDS) as per the statutory requirement.

**Penalty for delay**

Implementation of solution must be carried out as per agreed implementation plan between the agency and NABFOUNDATION. The work as per scope of work mentioned in the RFP and the agreement against the order should be completed within the period stipulated in the order. NABFOUNDATION reserves the right to recover any loss sustained due to delayed delivery by the way of penalty. Failure to complete the work within the stipulated period shall entitle NABFOUNDATION for imposition of penalty without assigning any reasons at
0.25 percent of the total value of the contract as penalty per day subject to a maximum of 10% unless extension is obtained in writing from the NABFOUNDATION on valid ground before expiry of delivery period.

Order Cancellation

NABFOUNDATION reserves its right to cancel the entire / unexecuted part of the Work Contract at any time in the event of one or more of the following conditions,
1. Delay in delivery beyond the specified period
2. Delay in installation beyond specified period.
3. Major breach of trust is noticed during any stage of the project
4. Any other appropriate reason in view of NABFOUNDATION.
5. In addition to the cancellation of Work Contract, NABFOUNDATION reserves the right to foreclose Performance Bank Guarantee given by the agency to appropriate the damages. Process of black-listing against the agency may be initiated if any serious breach in the opinion of NABFOUNDATION is discovered.

Performance Bank Guarantee

- The vendor shall, at his own expense, deposit with the NABFOUNDATION, within 15 working days of the date of notice of award of the tender, a Performance Bank Guarantee from a scheduled commercial bank, payable on demand in terms of Annexure III, for an amount equivalent to ten percent (3%) of the contract price for the due performance and fulfilment of the contract by the Supplier.
- The Performance Bank Guarantee may be discharged by NABFOUNDATION upon being satisfied that there has been due performance of the obligations of the vendor under the contract. The Performance Bank Guarantee shall be valid for 2 years from the date of notice of award of the tender.
- Failure of the vendor to comply with the above requirement, or failure of the vendor to enter into a contract within 15 days or within such extended period, as may be specified by the NABFOUNDATION, shall constitute
sufficient grounds, among others, if any, for the annulment of the award of the bid.

- NABFOUNDATION reserves its right to invoke the Performance Bank Guarantee besides cancellation of the entire Work Contract in the event of breach and/or non-observance of any of guaranteed performance as mentioned in this agreement.

**Force Majeure**

- The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by Force Majeure.

- For the purpose of this clause, “Force Majeure” shall mean an event beyond the control of the parties, due to or as a result of or caused by acts of God, wars, insurrections, riots, earthquake and fire, events not foreseeable but does not include any fault, negligence or carelessness on the part of the parties, resulting in such a situation.

- In the event of any such intervening Force Majeure, each party shall notify the other party in writing of such circumstances and the cause thereof immediately within five calendar days.

- Unless otherwise directed by the other party, the party pleading Force Majeure shall continue to perform/render/discharge other obligations as far as they can reasonably be attended/fulfilled and shall seek all reasonable alternative means for performance affected by the Event of Force Majeure. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.

- If the duration of delay continues beyond a period of three months, the parties shall hold consultations with each other in an endeavor to find a solution to the problem.

Notwithstanding above, the decision of NABFOUNDATION shall be final and binding on the agency.

**Resolution of Dispute**
• All disputes and differences of any kind whatsoever, arising out of or in connection with this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be attempted to be resolved amicably in the first instance, over a period of 30 days subsequent to issuance of notice in that behalf.

• In case of failure to resolve the disputes and differences amicably the matter shall be referred to a sole arbitrator mutually agreed upon after issue of at least 30 days’ notice in writing to the other party clearly setting out there in the specific disputes.

• In the event of absence of consensus on a single arbitrator, the dispute shall be referred to an Arbitral Tribunal comprising three arbitrators. One arbitrator shall be nominated by each party, and the said two arbitrators so appointed shall jointly appoint the third Arbitrator who shall be the presiding arbitrator on the Tribunal.

• The provisions of the Indian Arbitration and Conciliation Act, 1996, and subsequent amendment thereto shall govern the arbitration. The venue of the arbitration shall be at Mumbai. The arbitral award shall be binding on both the parties.

Termination of Contract

A. Termination for Cause: NABFOUNDATION may terminate the Contract, upon written notice to the agency in the event of any of the following events:

i. The Agency fails to deliver the services or perform the works within the timelines specified in the Contract; or

ii. The Agency commits breach of any of the terms and conditions of this Contract or serious discrepancy is observed in the quality of service.

iii. Before terminating the Contract upon any of the aforesaid grounds (i) and (ii), NABFOUNDATION shall give a thirty days written notice to the Agency requiring the Agency to cure the breach. If the Agency fails to cure the breach, within the 30 days stipulated period, NABFOUNDATION shall have an option to thereafter terminate the Contract by notifying in writing thereon to the agency.

In case of termination for Cause, NABFOUNDATION shall be entitled to recover loss and damages suffered by it on account of the agency breach of the contract.
B. Termination for convenience: NABFOUNDATION reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 30 days’ to the Agency, at any time during the execution of Contract. The aforesaid notice shall specify that the termination is for the convenience of NABFOUNDATION. The notice shall also indicate inter-alia, the extent to which the Agency performance under the contract is completed, and the date with effect from which such termination will become effective. In the event of termination for convenience, NABFOUNDATION will pay to the Agency all fees payable against the works and services completed by the Agency and accepted by NABFOUNDATION up to the date of termination of the Contract.

Limitation of Liability

Notwithstanding anything to the contrary contained in this agreement, NABFOUNDATION acknowledges and agrees that the total liability of The agency of every nature whatsoever, under specific clause of this agreement or otherwise, whether direct, indirect, incidental, special, consequential, punitive or aggravated damages, including without limitation penalties and any damages claimed on account of breach of agreement, delay, termination, quality of service, loss of use, loss of business, loss of revenue, loss of profits, or loss of data, shall, in aggregate and collectively over the term of the agreement, not exceeding the contract value.

SUPPLIER

Signature:

Name:

Title:

NABFOUNDATION

Signature:

Name:

Title:
V. Affidavit for not being blacklisted

(Notarized Affidavit on non-judicial stamp paper by Company Secretary/Authorised representative and signatory of the agency with his/her dated signature and company seal.)

I/We, on behalf of ______________________________(name of the organisation) with office at ______________________________ (address of office) do hereby declare that the above-mentioned organization has not been blacklisted/ debarred by any State/ Central Government authority / Donor agency for breach on our part.

For and on behalf of:

Signature:
Name:
Designation:
Date:
(Authorised representative and signatory)

Company Seal