

# NATIONAL INSTITUTE OF AYURVEDA (NIA)

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Tender No. : Store-F1(208)/Compostable Bags/2022-23 Dated 06.04.2023

**Tender Documents for Supply of Compostable Bags to National Institute of Ayurveda (NIA), Jaipur on rate contract basis.**

## Rate Contract for Supply of Compostable Bags to NIA Jaipur

Store.F.1(208)/Compostable Bags/2022-23

### Tender Enquiry

#### Chapter-I

The Vice Chancellor, NIA, Jaipur invites tender under two Bid System viz. Technical Bid and Financial Bid from reputed, experienced original manufacturer/authorized distributor of the following items. (It should have local content as per Govt. guidelines including goods already imported by the supplier under its own arrangements).

2. Description of the item(s) is given below:

Item No.	Name & Description	Qty.	Tentative Cost including GST
1.	Compostable Bags	As per list attached at Annexure-1	Rupees 35 Lakhs

For further details, please refer **Annexure-1(Schedule of requirement)**.

#### 3. SCHEDULE OF TENDER

S.No.	Activity Description	Schedule	
a.	Tender No.	Store.F.1(208)/Compostable Bags/2022-23	
b.	Availability of Tender Document	The tender document can be downloaded from the NIA web site <a href="http://www.nia.nic.in">http://www.nia.nic.in</a> and from the procurement portal- <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>	
		Schedule	Time
c.	Document download start date	06.04.2023	16:00 hrs
d.	Bid submission start date	06.04.2023	16:00 hrs
e.	Pre-bid meeting	12.04.2023	15:00 hrs.
g.	Bid submission end date	25.04.2023	15:00 hrs.
h.	Bid opening date	26.04.2023	15:00 hrs.
i.	Minimum Validity of tender offer	180 days from the date of opening of technical bid	
J.	Services/Product to be offered	Compostable Bags	
l.	Performance Security	5% of the bid amount after award of contract.	
m.	Period of Contract	1 Year	
n.	EMD Amount	2% of the bid amount	

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**4. Submission of Tenders:**

- (i) Bids shall be submitted online at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- (ii) The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of Bids, Prior to bidding DSC need to be registered on the website mentioned above.
- (iii) Tenderer/Contractor/Bidders are advised to follow the instructions provided in the instructions to the contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- (iv) Bid documents may be scanned with 100 dpi in black and white option which helps in reducing size of the scanned document.

**5. Bid Security or Earnest Money Deposit (EMD):**

The Bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 70,000/-(Rupees Seventy Thousand only)** by way of demand drafts only. The demand drafts shall be drawn in favour of “**National Institute of Ayurveda**” Payable at **Jaipur**. The EMD of the Successful Bidder shall be returned after the successful submission of Bank Guarantee/Security Deposit and for unsuccessful Bidder(s) it would be returned after award of the Contract. **The demand Drafts for EMD must be delivered to Vice Chancellor, National Institute of Ayurveda Deemed to be University, Jaipur on or before last date /time of Bid Submission.**

- a) Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
  - b) The firms who are registered with National Small industries corporation (NSIC) or Small Scale Industries (SSI) are exempted to submit the EMD(Copy of registration must be provided along with Technical Bid) Registration proof and Udyam Aadhar Certificate should be enclosed with Technical Bid.
  - c) As per rule number 170 of GFR 2017, Micro and small Enterprises, if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD). **It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purposes.**
  - d) Bidders are not allowed to submit more than one bid anytime during the tendering process for the same/similar tendered item else all his bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.
  - e) The EMD, in case of unsuccessful Bidders shall be returned by NIA, Jaipur after finalization of the Tender. No Interest will be payable by NIA, Jaipur on EMD.
  - f) EMD is required to protect the purchaser against the risk of Bidders conduct. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender is incorrect or false.
  - g) The EMD/PBG shall be forfeited if successful bidder fails to supply the modules/software/equipment in stipulated time or fails to comply with any of the terms & conditions of the contract or fail to sign the contract.
- 6. Pre-Bid Meeting:** Pre Bid meeting with the intending bidders shall be held on 12-04-2023 at 03:00 PM onwards in NIA, Jaipur. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting. Intending bidders will be allowed to seek clarification of specifications, conditions of contract etc. in writing to NIA, Jaipur (e-mail address: [nia.centralstore7@gmail.com](mailto:nia.centralstore7@gmail.com)) within 24 hours after the pre bid meeting.
- 7. Amendments:** Any amendments/corrigendum related to bid document, for any reason whether in its own initiative or in response to clarification requested by, bidders will be published on website of Institute and on CPPP only. Bidders should check these amendments regularly. NIA, Jaipur shall not be responsible to notify such amendments/corrigendum to individual bidders.
- 8. National Institute of Ayurveda (NIA), Jaipur reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all Bids without assigning any reason. The decision of the Vice Chancellor, NIA in this regard shall be final and binding on all.**

Sd/-  
Jai Prakash Sharma  
Joint Director (Admn.)

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**Chapter- II**

**Instructions for Bidders**

1. Tender has been invited under two bid systems. Hence all instruction should be followed properly as mentioned in bid document.
  2. Bidders must be a manufacturer/original importer/authorized distributor of offered items.
  3. Technical bids and financial bids have to be submitted separately.
  4. All the annexure/declaration and tender documents should be signed by bidders. If these are signed by a representative, an authorization letter issued after tender publishing dated must be attached. Tender submitted unsigned/without details of signatory/without authorization shall not be considered.
  5. The pages of tender document to be submitted by bidder should be properly numbered and an index with proper page number should be attached with the tender document.
  6. Rates quoted in respect of tender should be typed in **BOQ** only and BOQ should be uploaded on the CPP Portal after filling rates.
  7. The bidder shall quote rates in Indian Rupees (INR). Rates quoted in other currency shall be treated as non-responsive and will be rejected.
  8. Only technically qualified bidders will be considered for financial evaluation..
  9. It is responsibility of bidders to ensure timely submission of bids as per given schedule. Bids received after due date will not considered.
  10. In event of the above-mentioned date being declared as holiday/closed day for the NIA, Jaipur the tender event will be postponed for the next working day.
  11. **Price Preference Policy and Exemption for submission of various eligibility criteria documents to the Bidder registered under Make in India Initiative:-** The bidders who are registered under Make in India Initiative and producing their products under the "Make in India Policy of Government of India" shall be given price preference as per Govt. of India applicable Rules and Guidelines on submission of relevant certificate for availing the price preference and exemption for submission of exempted documents against this bid along with their Pre-Qualification Bid Documents. If the certificate is not uploaded along with their offer, it will be treated as normal bidder. Producing certificate at later stage will not be considered.
  12. Bidders are advised to go through the Make In India initiative and Price Preference Policy before opting the same for availing benefit under this initiative.
  13. It should be noted that this tender is subject to the provisions contained in Government of India, Ministry of Commerce & Industry, Department for Promotion of Industry and Internal Trade (Public Procurement Section) Order no.P-45021/2/2017-PP (BE-II) dated 04.06.2020 and all other relevant orders issued by the Government of India from time-to-time.
- (a) **The 'Class-I local supplier / Class-II local supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self-verification that the item offered meets the local content requirement for Class-I local Supplier / Class-II local supplier, as the case may be. They shall also give details of location(s) at which the local value addition is made.**
- (b) In cases of procurement for a value in excess of Rs. 10.00 crores, the 'Class-I local supplier/ 'Class-I local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c) False declaration will be in breach of the Code of Integrity under Rule 175(l)(i)(h) of the GFR-2017 for which a bidder or its successors can be debarred for up to two (02) years as per Rule 151 (iii) of the GFR-2017 along with such other actions as may be permissible under law.

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**Chapter-III**

**General Terms and Conditions**

1. Tenders should be quoted only by the OEM/actual manufacturer and/or their authorized distributors or selling agent of a particular firm. Bidder should submit a current authority letter in support of the same from the actual manufacturer concerned in the format given at "**Annexure-III**". The bidder is responsible for the supply of stores. If the Principal Manufacturer withdraws rights of distribution from the bidder during validity period of rate contract, Vice Chancellor, NIA, Jaipur has right to cancel the eligibility of the bidder and accept the candidature of new coming authorized distributor. **Any authorization certificate issued in the past for participating in any specific tender shall not be considered as a valid authorization by OEM.**
2. **If the Bidder is Manufacturer of products, the name of authorized distributors may be provided for placing order to them. However, the original agreement will be signed by bidder taking responsibility of supply of stores through their authorized distributor.**
3. **Patent Rights:** The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
4. **Country of Origin**
  - I. All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
  - II. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
  - III. The country of origin may be specified in the Price Schedule.
5. **Terms of Delivery:**

In the event of conclusion of a contract, purchaser reserves the right to place Purchase Requisitions on "**AS & WHEN REQUIRED BASIS**" for supply within 30 days. The bidder shall deliver all the goods to the NIA, Jaipur on the basis of F.O.R. In case of urgency, the suppliers will be telephonically/Electronically advised to deliver the required Compostable Bags, in which case, delivery should be made immediately, i.e. within 24-48 hours from receipt of such telephonic/Electronic advice from the Central Store of NIA, Jaipur.

5.1 All the goods ordered shall be delivered at NIA, JAIPUR within **30 days** from the date of issue of supply order. All the aspects of safe delivery shall be the exclusive responsibility of the supplier. If the supplier fails to deliver the goods on or before the stipulated date, then a penalty at the rate of 0.5% per week or a part thereof of the total order value shall be levied subject to maximum of 10% of the total order value. If at any time during the currency of the contract, the supplier encounters conditions hindering timely supply of the goods and performance of services, the supplier shall promptly inform the NIA, JAIPUR for extension of the delivery schedule accordingly.

5.2 If the supply is not made within time specified in the Purchase Requisition, then the Purchaser reserves the right to procure the Compostable Bags of similar nature from open market and the expenditure incurred will

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be recovered from the Supplier/Manufacturer along with administrative cost of 10% of the value of the Purchase Requisition.

5.3 Successful Bidders / Suppliers must always keep a reasonable quantity along with analytical test report to ensure to supply urgent requirement of the Institute.

6. Quantity of tender item/s is/are indicative which may increase and decrease during execution as per requirement.

### 7. Quality of Materials:

As per the Rule 4(h) (Conditions) of Plastic Waste Management Rules, 2016, the manufacturers or sellers participating in competitive bid should have a valid certificate from the Central Pollution Control Board regarding manufacturing or selling compostable carry bags/products. Every Bio-compostable plastic carry bag manufacturer/seller shall comply following provisions under PWM Rules, 2016-

- Carry bags made from compostable material or plastics shall conform to the Indian Standard: IS: 17088:2008 (as amended from time to time) titled as 'Specifications for Compostable Plastics'.

As per the Rule 11 (Marking or labelling): 1(c) of Plastic Waste Management Rules 2016: manufacturer/supplier shall have the following information printed in English namely; name and certificate number in case of carry bags made from compostable plastic. Each carry bag made from compostable plastics shall be labelled as "Compostable" and shall conform to the Indian Standard: IS/ISO-17088:2008 (as amended from time to time) titled as Specifications for "Compostable Plastics".

8. The firm/tenderer should provide a Test Certificate issued by Central Pollution Control Board or Central Institute of Plastics Engineering and Technology to ascertain the quality of the product.

9. **Specifications for Bio-Degradable Bags:** The Bio-Degradable bags should possess the following characteristics-

- Degradable within 60 -180 days in ambient.
- Convert into manure within 84 days in home-compostable environment.
- Should be made from food graded material and should have zero plastic content and eco-friendly.
- Should be made of natural plant starch, and do not produce any toxic material;
- The manufacturer should comply with the provisions of '4(h)' & '11' of the PWM rules, 2018 notified under the environmental (Protection) Act, 1986.

10. **Safety and Statutory Measures:** The bidder shall take all safety measure during the execution of the work. NIA Jaipur will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the NIA Jaipur against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act 1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Bonus Act 1965 amended till date, the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013 or any other labour law/statute in force in this regard.

### 11. Tender Prices:

The Bidder shall quote rates in the BOQ format attached along with Tender Documents. The Bidder shall quote the basic rate and GST rate in different columns. All the editable columns shown in the BOQ should be filled in as required.

- The Rate quoted for a product or services should be as per attached BOQ format. No additional charge/tax etc. will be paid by NIA, if claimed by Supplier at later stage.
- Rates quoted will remain valid and fixed for entire contract period and/or for extended period. Bidder will not be allowed the change/modify rates during bid validity period.



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- Rate quoted should be unit wise and rate cannot be quoted beyond Maximum Retail Price (MRP). MRP should be mentioned in each selling unit clearly.

### 12. Additional information and instruction on Duties and Taxes:

- (a) **Octroi Duty and Local Duties & Taxes** : Normally, goods to be supplied to Government Departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government Department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser will issue the certificate to the supplier within a week positively from the date of receipt of request from the supplier. However, if a local body still insists upon payment of receipt of such duties and taxes, the same shall be borne by the supplier. The institute will not be responsible for any such payments/reimbursement etc.
- (b) **Goods and Services Tax (GST) as per GST Act 2017:** If a Bidder asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately in their GST Compliant Invoices. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.
- 13 **Fall Clause:** It is a condition of this tender and that of the pursuant contract that the prices charged for the Compostable Bags supplied by the contractor shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the prices chargeable under the contract, he shall forthwith notify such reduction or sale to the Vice Chancellor, NIA Jaipur at the above address and price agreed to under the contract for the Compostable Bags supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

13.1 To comply with the above condition, the contractor shall furnish the following certificate along with his each bill for payment to the paying authority of this Directorate.

- a) "The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the period till performance of all purchase Requisitions placed during the currency of the Annual Bulk Supply Contract is completed.
- b) If at any time, during the said period the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Vice Chancellor, NIA at the above address and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced".

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**14 INSPECTION OF SUPPLIES & ACCEPTANCE:**

Inspection will be done by the user department in presence of consignee to assure the physical conditions of the stores supplied to NIA, Jaipur and or its authorized representatives in NIA, Jaipur Hospital premises at designated place in presence of supplier or its representative, if available. The supplied items will be accepted by Institute only if reported satisfactory by inspecting officers.

**15 DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS**

The supplier shall send all the relevant dispatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract. Within 24 hours of dispatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract/purchase Order, the complete details of dispatch and also supply the following documents by registered post/ speed post/courier (or as instructed in the contract):

- i. Three copies of supplier's invoices showing contract number, goods description, quantity, and unit price and total amount;
- ii. Two copies of packing listed identifying contents of each package;
- iii. Certificate of origin for goods of foreign origin;

16. **Taxes, Duties, Incidental Services and Warranties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies, incidental Services, Warranties etc. incurred until delivery of the contracted goods to the purchaser.

17. **Terms and mode of payment:** Full payment will be made after the date of receipt, inspection and acceptance at our site where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time by the Government.

17.1. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

17.2. While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

**18. OTHERS:**

The Bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency(ies) without prior written consent of the Vice Chancellor, NIA, Jaipur. If it is found that the firm has given sub-contract to another Agency, the contract shall stand cancelled & the performance security deposit of such Bidder shall be forfeited by NIA, Jaipur.

The NIA, Jaipur shall not be responsible for any financial loss or other damaged or injury to any item or person deployed/supplied by the Supplier Agency in the course of their performing the duties to this office in connection with purchase order/supply order for supplying/installation/commissioning of the ordered Equipment/Stores/Goods/Items at NIA, Jaipur.

**19. FORCE MAJEURE: -**

Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to



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any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lock outs and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

### 20. **DISPUTES AND ARBITRATION:**

All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the Vice Chancellor, NIA Jaipur for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.

### 21. **LAW GOVERNING THE CONTRACT AND JURISDICTION:**

The contract Governed under Contract Act 1872 Indian Competition Act 2002 and instructions thereon from the government of India issued in this regard from time to time. The Court of Jaipur shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

### 22. **PERFORMANCE SECURITY DEPOSIT:**

As a guarantee towards due performance and compliance of the rate contract/purchase order, the successful bidder (contractor) will deposit an amount equal to 5% of approved value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation, towards security deposit by way of demand draft/ bank Guarantee in favour of "NATIONAL INSTITUTE OF AYURVEDA" payable at JAIPUR drawn on any Nationalized Bank/Scheduled Bank and payable at JAIPUR within fifteen days of the issue of the Letter of notification of award along with non-judicial stamp paper of Rs. 500/- (Contract agreement). On receipt of requisite No dues certificate from the concerned department/authorities, it will be released. Security Deposit is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect.

### 23. **RECOVERY OF EXCESS PAYMENT MADE TO SUPPLIER AGENCY:**

If a result of post payment audit any over payment is detected in respect of any supply/work done by the supplier Agency or alleged to have been done by the Agency under this Tender Enquiry, it shall be recovered by the Institution from the Agency and Agency is liable to deposit back the excess extra amount received by them from their agreeable amount as per Purchase Order/Work Order from NIA, Jaipur within 30 days' time period as and when they will receive written request from NIA Jaipur in this connection.

### 24. **UNDER PAYMENT TO BE MADE TO SUPPLIER AGENCY:**

If a result of post payment audit any under payment is detected in respect of any supply/work done by the supplier Agency under this Tender Enquiry, it shall be duly paid by the Institution to the concerned Supplier Agency.

### 25. **RESPONSIBILITY OF SUPPLIER AGENCY FOR PROVIDING COPIES OF RELEVANT RECORDS:**

The Supplier Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over as and when asked by NIA, Jaipur.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so,

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tender of the concerned bidder will be rejected without assigning any reason.

26. **SERVICE SUPPORT AND REDRESSEAL OF COMPLAINT:** After award of the contract, the successful Bidder(s) has to provide a dedicated/Toll free No. for service support and an Escalation Matrix along with Name, Designation and Mobile number of contact person. Quoted for all items
27. **SUBMISSION OF MORE THAN ONE OFFER:** If any bidder is participating in this tender through more than one offer in the capacity of Director/ Proprietor/Partnership in other firms. They have to submit a declaration to this effect for bringing it to the notice of Institute. In case it is identified at later stage, all such bids will be rejected.
28. **BID EVALUATION CRITERIA:**
  - (i) All the bidder shall be primarily evaluated on pre-qualification criterion viz. having submitted all relevant documents, fulfilling statutory obligations/compliance, Experience, Turnover etc.
  - (ii) Bidders fulfilling PQC conditions will be evaluated on technical parameters.
  - (iii) During the Technical Evaluation or later at any stage of the tender, if it is found necessity of any document or certifications by the Technical Committee then the Bidder shall have to submit the same in due course of the time.
  - (iv) Technically qualified bidders will be considered for financial evaluation.
  - (v) Financial Evaluation will be done on the basis of rate. Price quoted shall be considered final including all taxes/charges etc. as indicated in Bid document.
  - (vi) **Bidder must quote for all the items mentioned in Annexure-I.**
  - (vii) In case of no bidder fulfills condition at (v) above, this condition may be relaxed by competent authority.
  - (viii) Items for which successful L1 bidder withdraws or defaults during the contract period, the successful bidder for highest number of items will be offered to supply the item at L1 rate of selected bidder. If, the first bidder not agreed, the same will be offered to second, third and so on.... bidders.

### Chapter-IV

#### Eligibility Criteria for bidders

1. Original Manufacturer/Importers or their Authorized dealers are eligible to participate in the tender.
2. **Signed** and scanned valid copy of Firm/Company Registration/Incorporation Certificate.
3. Signed and scanned copy of GST Registration and proof of latest quarter GST returns filed copies by the participating Bidder Company.
4. Signed and scanned copy of PAN Card in the name of firm/company.
5. Bidder should not be Blacklisted/ Debarred from any Government/PSUs/Autonomous Bodies (whether Central or State)/Municipals/Societies etc. An undertaking to this effect should be submitted.
6. **Experience and Past Performance:**
  - (a) The bidder should have experience of supply of similar items to any Central/State Government organizations/PSU/Public Listed Company for at least three years. The copies of supply orders/rate contract should be attached for verification of the claim as following-
    - (i) Single order of at least 35% of the estimated bid value. or
    - (ii) Two orders of at least 20% of the estimated bid value. or

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(iii) Three orders of at least 15% of the estimated bid value.

- (b) The bidder should have capable to supply the desired product. All the bidders shall have to submit the proof of either having the authorized distributorship, agency or having the supply contract with the Whole Sellers. Copies of relevant document should be attached.
- (c) **However, the bidders registered as MSME and Startups in the relevant category will be exempted from condition of turnover, and past performance or experience as per Government guidelines. Bidders seeking exemption shall have to submit required document along with bids. No claim for relaxations will be entertained later stages after opening of bid.**

### 7. Contract Validity and Execution of Order

- a. Rate Contract shall be valid for a period of one year from the date of signing of contract between parties.
- b. Rate Contract further may be extended for a period of one year on same Terms and Conditions on mutual agreement of parties.
- c. Contract can be terminated by either party on advance notice of three months.
- d. Order will be placed by Central Store through Official Email of NIA Jaipur.
- e. Bidders shall have to nominate a person or authority for execution of orders of the Institute.
- f. Authorized contact person from the bidder will ensure delivery of items to the Consignee of Central Store.

### 8. Financial Standing - under all conditions

- a) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March of the previous financial year 2021-22, should be at least **50% of the bid value** per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- b) The bidder should not have Bankrupt/under liquidation; an undertaking to this effect should be submitted.
- c) **Applicability in Special Cases:**
- (i) Applicability to 'Make in India: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing 'Make in India' agreement/program and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided:
- (ii) Their foreign 'Make-in-India' associates meet all the criteria above without exemption, and
- (iii) The Bidder submits appropriate documentary proof for a valid/approved ongoing 'Make in India' agreement/program.
- (iv) The bidder (manufacturer or principal of authorized representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.
9. Signed copy of duly filled-in PFMS Form of NIA, Jaipur in the format given at **Annexure-V**.

**Rate Contract for Supply of Compostable Bags to NIA Jaipur**  
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**ANNEXURE-I**

**Compostable Bags required for NIA Hospital**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity (Tentative)</b>
1.	Compostable Bags (4"x4") Thickness- 100μ Print Color- Red	2700 Kg
2.	Compostable Bags (4"x5") Thickness- 100μ Print Color- Red	4600 Kg
3.	Compostable Bags (5"x6") Thickness- 100μ Print Color- Blue	2100 Kg

**Bid Security Declaration by the Bidder**

I/we, M/s.....hereby undertake and accept that if I/We withdraw or modify my/our Bids during the period of validity, or if I/We am/are awarded the contract and I/We failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We.....shall have no objection. if I/We am/are suspended for the two years from being eligible to submit Bids for contracts with National Institute of Ayurveda, Jaipur.

Seal, Name & Address of the Bidder/Authorized person

Telephone No. & Email

**MANUFACTURER'S AUTHORIZATION**  
*(on the letter head of the Manufacturer)*

To,

Vice Chancellor  
National Institute of Ayurveda,  
Jorwar Singh Gate, Amer Road,  
Jaipur- 302002

Sir,

Ref. Your Tender document No..... dated.....

We,.....Who are proven and reputed manufacturers/Supplier/Distributor/Authorized Agent of having office/Store at.....hereby authorize *M/s( name and address of the agent)* to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender which are manufactured by us.

- a. We further confirm that no supplier or firm or individual other than Messrs. *(name and address of the above agent)* is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred Tender Enquiry documents for the above Equipment/Stores manufactured by us(applicable where Manufacturer authorized any specific Distributor/Supplier).
- b. We also confirm that the rate quoted by our authorized agent shall not exceed the rate which we would have quoted on direct participation.

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of M/s \_\_\_\_\_

*[Name & address of the manufacturers]*

Note

:

1. *This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*
2. *Original letter's scanned copy may be uploaded and handed over as and when directed.*



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Annexure- IV

**PERFORMANCE/CMC SECURITY BANK GUARANTEE  
FORMAT**

*(On the letterhead of the Manufacturer)*

To,  
The Vice Chancellor  
National Institute of Ayurveda, Jorawar Singh Gate,  
Amer Road  
Jaipur- 302002

WHEREAS.....(Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated.....to supply (Equipment/Stores and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee from nationalized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 14 (Fourteen) months from the date of satisfactory installation of the Equipment/Stores in the User Department at NIA, Jaipur i.e. upto---

.....(indicate date).

(Signature with date of the authorized officer of the Bank) Name and designation of the officer

Seal, name & address of the Bank and address of the issuing Branch, including Telephone No. & Email ID

**UNDERTAKING**

**For Compliance of all Terms & Conditions mentioned in this Tender Document**

1. The undersigned certify that I/we have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/ user valid and binding on me/us for acceptance till the validity of tender.
2. I/We undersigned hereby bind myself/ ourselves to NATIONAL INSITITUTE OF AYURVEDA, JAIPUR-302002 to supply the awarded Compostable Bags in the approved prices to NIA, Jaipur during the Rate Contract period under this contract.
3. The articles shall be of the best quality and of the kind as per the requirement of the institution. The decision of the Vice Chancellor NIA, Jaipur, India (hereinafter called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. Performance security 5% of the cost of the supply value shall be deposited by me in the form of Bank DD/Bank Guarantee in the name of The Director, National Institute of Ayurveda in the format at Annexure-IV attached herewith on award of the contract and shall remain in the custody of the Director till the validity of the Tender Contract plus two months (i.e. for 14 months).
5. If the said officer deem it necessary to change any article on being found of inferior quality, it shall be replaced by me/us free of cost in time to prevent inconvenience.
6. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
7. If I/We fail to supply the stores in stipulated period the NIA, Jaipur has full power to compound or forfeit the Bid Security/security deposit.
8. I/We declare that no legal/ financial irregularities are pending against the proprietor/ partner of the tendering firm or manufacturer.
9. I/we undertake to supply the equipment/stores will be as per the Terms & Conditions in tender document. I/we undertake to supply the order with in stipulated period and if fail to supply order during the stipulated period then necessary action can be taken by the Vice Chancellor, NIA, Jaipur.
10. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
11. I/We undertake that the items supplied are as per Demonstration/ Catalogue/ technical literature description.
12. I/We undertake that the quoted rates are not higher than that approved in any other Government institutions in India for the same items during the current Financial Year.
13. Affidavit regarding No CBI Inquiry/ FEMA/ Criminal proceeding/ Black listing is Pending or going on against the manufacturer/ bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
14. I/We undertake to supply the all Literature (Log Book/ Maintenance Record/ Troubleshooting/ Operation Manuals etc.) supplied with each of equipment by Principal Manufacturer in Original to NIA, Jaipur.
15. I/we do hereby confirm that the prices/ rates quoted are fixed and are at par with the prices quoted by me /us to any other Govt. of India/ Govt. Hospitals/ Medical Institutions/ PSUs. I/We also offer to supply the Equipment/ stores at the prices and rates not exceeding those mentioned in the Financial Bid.

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16. I/we undertake, if as a result of post payment audit any over payment is detected in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the NIA, Jaipur from our Agency.
17. I/We do hereby confirm that I/we aware about the provisions of "Make in India" initiatives and directives regarding Price Preference Policy to Make in India Registered Bidders and undertake for following the same as per directions of NIA, Jaipur in respect of this Tender Enquiry.
18. I/We undertake to respect Anti-Profitteering Rule under GST Act 2017 of Govt. of India and will have mandatorily to pass on the benefit due to reduction in rate of tax to the NIA, Jaipur by way of commensurate reduction in our prices. And if I/we will be found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to NIA, Jaipur), the NIA, Jaipur have the right to initiate necessary action deemed fit as per GST Act, 2017 against our firm.
19. I/We undertake, if as a result of post payment audit any over payment is deducted in respect of any Supply/work done by our Agency or alleged to have been done by our Agency under this tender, it shall be recovered by the NIA, Jaipur from our Agency.
20. I/we undertake, if any under payment is discovered, the amount shall be duly paid to our Agency by the NIA, Jaipur.
21. I/We undertake that we shall liable to provide all the relevant records copies during the concurrency period of Contract or otherwise even after the Contract is over, whenever required by NIA, Jaipur.
22. I/We do solemnly pledge and affirm that I/We am/are the proprietor/partner/authorized signatory of M/s..... and my/our firm has not been declared defaulter by any Govt. Agency and that no case of any nature i.e. CBI/FEMA/Criminal/Income Tax/GST/ Blacklisting is pending against my/our firm.
23. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I/We further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period, the Vice Chancellor, National Institute of Ayurveda, Jaipur will have full authority to take appropriate action as he/she may deem fit.
24. I/We hereby declare that, our quoted prices against this Tender Enquiry are not higher then prices offered by us to any others Govt. Institutions/Other Institutions as per prevailing market prices and I/we are liable for passing of all the benefits of GST in terms of cost reduction on account of various tax factors to NIA, Jaipur as per the provisions of GST Act, 2017. I/We will also liable for passing of all the cost reduction benefits (if any) on account of CDEC provided by NIA, Jaipur on Custom Duty part. If any time NIA, Jaipur will get the information that we have supplied items on higher prices in comparison to other institutes based on prevailing applicable prices, we are undertaking that, we are liable for refunding and depositing back such difference amount to NIA, Jaipur from our side without any question.
25. We are also undertaking that the Department of Commerce or Ministry/any other Department has been not debarred / blacklisted our firm as per best of our knowledge, if any such debarment/blacklisting come to the notice of NIA, Jaipur Authorities during execution of Supplies against this Tender Enquiry, NIA Jaipur have right to reject our proposal and take appropriate action deemed fit against our firm as per prevailing applicable Rules & Regulations.

Signature,

Name of Authorized Person of the Bidder with seal.

Date: . . . . .

Place: . . . . .

**Affirmation/Verification**

**Rate Contract for Supply of Compostable Bags to NIA Jaipur**  
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Annexure-V

NATIONAL INSTITUTE OF AYURVEDA, JAIPUR		
PUBLIC FINANCIAL MANAGEMENT SYSTEM(PFMS)		
PFMS UNIQUE CODE:		
VENDOR REGISTRATION FORM		
Sl.No.	Head Name	Details
1.	Vendor/Firm Name	
2.	Father/Husband/Owner Name	
3.	Date of Birth	
4.	PAN	
5.	GSTIN	
6.	Aadhar Number	
7.	TAN	
8.	TIN	
9.	Service Tax No	
10.	Address1	
11.	Address2	
12.	Address3	
13.	City	
14.	Country	
15.	State	
16.	District	
17.	Pin Code	
18.	Mobile No.	
19.	Phone No.	
20.	Email address	
21.	Bank Name	
22.	IFS Code	
23.	Account Number	
DATE:		
PLACE :		VENDOR SIGNATURE WITH SEAL
Department Name:		Forwarded by HOD/In-charge
Note:	<i>All related self-attested documents also enclosed with this form</i>	

## Rate Contract for Supply of Compostable Bags to NIA Jaipur

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### NATIONAL INSTITUTE OF AYURVEDA, JAIPUR

1. Bidders shall have to quote the product as per specification sheet attached in Annexure-I.
2. The Documents as per Checklist given below must be submitted along with bid failing which, submitted bids will not be considered for technical evaluation.

<b>Checklist to be submitted by bidder</b>		
<b>S. No</b>	<b>Certificate</b>	<b>Documents No./Description</b>
1	Experience Certificate	
2	Annual Turnover of the bidder	
3	OEM Authorization (if applicable)	
4	Undertaking for Non Blacklisting of the firm	
5	Local Content Declaration	
6	Escalation Matrix	
7	EMD, if applicable	
8	Past performance	
9	PAN card	
10	GST Registration Certificate	
11	Firm Registration Certificate	
12	Certificate issued by CPCB or CIPET	