

NATIONAL INSTITUTE OF AYURVEDA (NIA)

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Tender No. : Store-F1(08)/2022-23

Dated : 6th March, 2023

Tender Documents for Supply of Hospital consumables to National Institute of Ayurveda (NIA), Jaipur on rate contract basis.

Rate Contract for Supply of Hospital Consumables

NIA/Store-F1(08)/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.	Hospital Consumables	As per list attached at Annexure-1	Rupees 30 Lakhs

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

3. SCHEDULE OF TENDER

S.No.	Activity Description	Schedule	
a.	Tender No.	store-F1(08)/2022-23	
b.	Availability of Tender Document	The tender document can be downloaded from the NIA web site http://www.nia.nic.in and from the procurement portal- https://eprocure.gov.in/eprocure/app	
		Schedule	Time
c.	Document download start date	06.03.2023	18:00 hrs
d.	Bid submission start date	06.03.2023	18:00 hrs
e.	Pre-bid meeting	15.03.2023	15:00 hrs.
f.	Bid submission end date	28.03.2023	15:00 hrs.
g.	Bid opening date	29.03.2023	15:00 hrs.
h.	Minimum Validity of tender offer	180 days from the date of opening of technical bid	
i.	Services/Product to be offered	Hospital Consumables	
j.	Performance Security	3% of the bid amount after award of contract.	
k.	Period of Contract	One Year	
l.	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. 60,000/- (Rupees Sixty 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 15-03-2023 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) 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 be 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(1)(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. **In addition to submission of Manufacturer's Authorization Certificate, bidders can also furnish an undertaking or affidavit as per format attached in Annexure-VI**
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 15 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 drugs/medicines & consumables, 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 The items covered by this tender are required to be delivered to NIA, Jaipur. Material supplied against each requisition should preferably be from one batch and in any case not from more than three batches. Self-life shall be maximum as specified for the item by the manufacturer. If this is not possible and the items with short self-life are supplied, the purchaser reserves the right to accept or reject the such items. In case of acceptance such items shall be replaced by the contractor free of cost if the full quantity supplied could not be consumed within expiry date.

5.2 All the goods ordered shall be delivered at NIA, JAIPUR within **15 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.

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5.3 If the supply is not made within time specified in the Purchase Requisition, then the Purchaser reserves the right to procure the drugs of similar nature from open market and the expenditure incurred will be recovered from the Supplier/Manufacturer along with administrative cost of 10% of the value of the Purchase Requisition.

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

6. 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.
- 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.

Additional information and instruction on Duties and Taxes:

7. (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.

8. Warranty

The items to be supplied shall be as per the formulations /standard approved / specified by the concerned approving authority/rules and Administrative Regulation or as per the regulation of any such statutory authorities. The contractor shall be held liable for the consequences of supplying any sub-standard or spurious and adulterated drugs and medicines not conforming to such Regulation / Act.

9. **Applicability of Anti-Profiteering Rule under GST Act 2017**: No item should be quoted with price more than the M. R.P. by any Supplier Agency to NIA, Jaipur. The MRP is required to be clearly

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mentioned on each of the supplied item/its packaging in their offered pack size. The prices should be quoted strictly in accordance with unit/pack Size and Strength/Potency mentioned in the schedule of Requirement at Annexure-I in the given Price Quotation format. The Anti-Profiteering Rule under GST Act 2017 is applicable against this Tender Enquiry on which the Supplier Agency should have mandatorily to pass on the benefit due to reduction in rate of tax to the NIA, Jaipur by way of commensurate reduction in their prices. If any Supplier Agency found defaulter for following of above said rule (i.e. passing all the benefits of GST Tax Regime price reductions to NIA, Jaipur), the necessary action deemed fit as per GST Act 2017 shall be initiated against such defaulter firm.

10 Fall Clause: It is a condition of this tender and that of the pursuant contract that the prices charged for the drugs & medicines, etc. 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 medicines supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

10.1 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".**

11. 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.

12. 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;

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13. **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.
14. **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.
 - 14.1. 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.
 - 14.2. 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.
15. **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.
16. **PACKING & MARKING OF SUPPLIES: -**

Manufacturers must adhere to the specified pack size mentioned in the enquiry. The quotation is liable to be rejected if different pack size is quoted, wherever applicable.

The firm shall supply the stores with proper packing and marking for transit so as to be received at destination free from any loss or damage. The stores supplied by the bidder should strictly conform to the labeling provisions laid down under the latest Drugs & Cosmetic Rules or other applicable statutory provisions.
17. **FORCE MAJEURE: -**

Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to 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.
18. **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 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.

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19. **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.

20. **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 3% of approved value and should be kept valid for a period of 60 days beyond completion of all the contractual obligation, including CMC period 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.

21. **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 be 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.

22. **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.

23. **RESPONSIBILITY OF SUPPLIER AGENCY FOR PROVIDING COPIES OF RELVANT 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, tender of the concerned bidder will be rejected without assigning any reason.

24. **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

25. **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.

26. **BID EVALUATION CRITERIA:**

- (i) All the bidders 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.

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- (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 at least 25% of total 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.

27. **SAMPLE:**

- (I) **Samples of each consumables items of hospital to be supplied shall be made available by the tenderer before the Technical Committee. The information of which will be given to the tenderer separately. The name of the firm, the name of items and the total number of samples submitted should be clearly indicated on each sample. Tender without samples will be treated as cancelled.**
- (II) **The sealed samples will be opened by the technical committee; the samples which are found successful in the quality after check of the samples, the financial bid of the consumable items of hospital will be opened.**

Chapter-IV

Eligibility Criteria for bidders

1. Original Manufacturer/Importers or their 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 Certificate.
4. Signed and scanned copy of PAN Card in the name of firm/company/Proprietor.
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.

7. **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. The bidding firm should be continuously engaged (with Valid License/Registration) in the same business at least for last 3 Years. The bidding firm should have at least 1 or more similar contracts of Total value of Rs. 10 Lacs with Central Government/State Government/Public Sector Undertakings/ Universities/ Deemed to be universities/ Autonomous Bodies/Reputed Medical Institute or Organizations in last 3 Years.
- (b) **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.**

8. **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

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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, NIA through Email or by post.
- 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.

Criteria 3 - 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.

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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 INSITUTE OF AYURVEDA, JAIPUR-302002 to supply the awarded Hospital Consumables 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 3% of the cost of the supply value shall be deposited by me in the form of Bank DD/Bank Guarantee in the name of **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 deems 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.
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.

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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-Profiteering 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 intender 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

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1. Bidders shall have to quote the product as per specification sheet attached.
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.

Checklist to be submitted by bidder		
S. No	Certificate	Documents No./Description
1	Experience Certificate	
2	Annual Turnover of the bidder for last 3 years	
3	Undertaking/Affidavit for Non Blacklisting of the firm	
4	EMD, if applicable	
5	Warranty certificate from OEM	
6	OEM Authorization Certificate as per Annexure-III or Declaration as per Annexure- VI	
7	PAN card	
8	GST Registration Certificate	
9	Registration Certificate of the Firm	

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ANNEXURE-I

ITEMS REQUIRED FOR HOSPITAL CONSUMABLES

Sr. No.	Item Description	Item Code	Quantity (Tentative)	Unit
1	INJECTION :			
1.01	SODIUM CHLORIDE 0.9% 100 ML	item1	240	Nos
1.02	DEXTROSE 25 % 100 ML	item6	60	Nos
1.03	DEXAMETHASONE 2 ML	item8	15	Nos
1.04	GENTAMYCIN 80 MG 2ML	item9	15	Nos
1.05	PILOCARPINE 1 ML	item10	15	Nos
1.06	ADRENALINE 1 ML	item11	200	Nos
1.07	LIDOCAINE AND ADRENALINE 30 ML	item12	120	Nos
1.08	LIDOCAINE /LIGNOCAINE 2% 30 ML	item13	105	Nos
1.09	BUPIVACAINE HEAVY 5 ML	item14	90	Nos
1.1	LIGNOCAINE HEAVY 5 ML	item15	190	Nos
1.11	ATROPINE 1ML	item16	300	Nos
1.12	PHENIRAMINEMALEATE 2 ML	item18	160	Nos
1.13	THIOPENTALSODIUM 0.5GM	item19	50	Nos
1.14	SUCCINYLMCHOLINE 10 ML	item20	20	Nos
1.15	METOCLOPRAMIDE 2 ML	item21	40	Nos
1.16	ONDANSETRON 2 ML	item22	680	Nos
1.17	RANITIDINE 2 ML	item23	2180	Nos
1.18	KETAMINE 10 ML	item24	20	Nos
1.19	INJ.T.T.5ML (INJ. TETANUS TOXIDE 0.5ML)	item25	1000	Nos
1.2	INJ.NEOSTIGMINE 1ML	item26	30	Nos
1.21	INJ.ATRACURIUMBESYLATE 10ML	item27	9	Nos
1.22	INJ.MIDAZOLAM 10ML	item28	70	Nos
1.23	DICLOFENEC 1 ML	item29	3200	Nos
1.24	INJ. VIT. K 1 ML	item33	100	Nos
1.25	FUROSEMIDE 2 ML	item36	180	Nos
1.26	INJ. PARACETAMOL (150 MG) 2 ML	item37	180	Nos
1.27	INJ. MAGNESIUM SULPHATE 50% 2ML	item40	100	Nos
1.28	CALCIUM CHLORIDE 0.07 GM+POLYGELINE 3.5 GM+POTASSIUM CHLORIDE 0.038 GM+SODIUM CHLORIDE 0.85 GM. 500 ML	item44	12	Nos
1.29	VALETHEMATE BROMIDE 1 ML	item48	120	Nos
1.3	DROTAVERINE 2 ML	item49	60	Nos
1.31	PROMETAZINE 2 ML	item50	60	Nos
1.32	PARACETAMOL 2 ML	item52	20	Nos
1.33	BETAMETASONE 1 ML	item53	144	Nos
1.34	HEMOCOAGULASE 1 ML	item57	10	Nos
1.35	STERILE WATER 10ML	item59	3000	Nos
1.36	STERILE WATER 5ML	item60	30	Nos
1.37	FERACRYLUM 100 ML	item61	30	Nos
1.38	HALOTHANE 250ML	item62	8	Nos
1.39	MANNITOL 20% 100 ML	item63	6	Nos
1.4	SALBUTAMOL SOLUTION 15 ML	item67	100	Nos
1.41	METHYLERGONOVINE MALEATE 1 ML	item71	180	Nos
1.42	DICLOFENEC 25 MG SUPPOSITORY (1X5)	item74	150	Nos
2	TABLET :			
2.01	ISOSORBIDE DINITRATE (1X10)	item80	12	Strip

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2.02	NIFEDIPINE 5 MG (1X10)	item81	12	Strip
2.03	FORMALIN TAB PKT	item82	4	Nos
3	ITEMS(SUTURE) :			
3.01	BARBOUR'S THREAD SURGICAL LINEN NO. 20	item83	100	nos
3.02	BARBOUR'S THREAD SURGICAL LINEN NO. 40	item84	30	nos
3.03	CHROMIC CATGUT- 1.1 (110CM45MM NEEDLE) 2CRB	item85	400	nos
3.04	CHROMIC CATGUT- 1.1 (40MM NEEDLE) 2CRB	item86	110	nos
3.05	CHROMIC CATGUT- 1.0 (110CM45MM NEEDLE) 1/2CRB	item87	60	nos
3.06	CHROMIC CATGUT- 2.0 1/2CRB	item89	100	nos
3.07	CHROMIC CATGUT- 3.0 1/2CRB	item90	50	nos
4	SURGICAL ITEMS :			
4.01	SURGICAL GOWNS (GREEN CLOTH)	item123	50	Nos
4.02	PATIENT OT GOWN (DISPOSABLE) (SIZE- STANDARD)	item124	200	Nos
4.03	SURGICAL GAUZE PIECE 10CMX10CMX8PLY	item134	80	Nos
4.04	SURGICAL GAUZE PIECE 2INCHX2INCH	item135	80	Nos
4.05	POP BANDAGES 15CMX2.7 MTR	item136	50	Nos
4.06	POP BANDAGES 10CMX2.7 MTR	item137	50	Nos
4.07	DISPOSABLE SYRINGES WITH HYPODERMIC NEEDLES 1ML	item138	500	Nos
4.08	FOLLEY'S ADAPTORS (STANDARD SIZE)	item157	5	Nos
4.09	AMPULE CUTTER	item163	60	Nos
4.1	ELASTIC BAND TOURNIQUES ADJUSTABLE FREE SIZE	item165	20	Nos
4.11	K 90 SIZE F.C. 14 (URETHRAL CATHETER)	item166	250	Nos
4.12	SURGICAL BLADE NO. 24 PACK OF 100	item167	120	pkt
4.13	SURGICAL BLADE NO.15 PACK OF 100	item168	1000	pkt
4.14	SURGICAL BLADE NO.11 PACK OF 100	item169	100	pkt
4.15	SURGICAL NEEDLES CUTTING EDGE 1/2 CIRCLE NO. 10 (PACK OF 6)	item170	120	pkt
4.16	SURGICAL NEEDLES CUTTING EDGE 1/2 CIRCLE NO. 08 (PACK OF 6)	item171	120	pkt
4.17	SURGICAL NEEDLES CUTTING EDGE 1/2 CIRCLE NO. 06 (PACK OF 6)	item172	100	pkt
4.18	SURGICAL NEEDLES ROUND BODY 1/2 CIRCLE NO. 08 (PACK OF 6)	item173	20	pkt
4.19	PLASTIC BOX 8'X10"	item174	130	Nos
4.2	PLASTIC CONTAINERS 500GM	item175	50	Nos
4.21	DISPOSABLE SUCTION TUBE WITH TIP	item176	200	Nos
4.22	RYLE'S TUBE 16 NO.	item178	50	Nos
4.23	INFANT FEEDING TUBES 6 NO.	item179	300	Nos
4.24	INFANT FEEDING TUBES 8 NO.	item180	200	Nos
4.25	ENDOTRACHEAL TUBE (DISPOSABLE) 3MM WITHOUT CUFF	item181	15	Nos
4.26	ENDOTRACHEAL TUBE (DISPOSABLE) 3.5MM WITHOUT CUFF	item182	15	Nos
4.27	ENDOTRACHEAL TUBE (DISPOSABLE) 6MM WITHOUT CUFF	item183	40	Nos
4.28	ENDOTRACHEAL TUBE (DISPOSABLE) 6.5MM WITH CUFF	item184	50	Nos
4.29	ENDOTRACHEAL TUBE (DISPOSABLE) 7MM WITH CUFF	item185	50	Nos
4.3	MACINTOSH SHEET (1 ROLL=20MTR.)	item189	20	Nos
4.31	PLASTIC APRONS STANDARD	item190	400	Nos
4.32	SURGICAL CAUTERY PENCIL UNIPOLAR	item192	20	Nos
4.33	BLOOD TRANSFUSION SET (BT SET) ADULT	item193	100	Nos
4.34	BLOOD TRANSFUSION SET (BT SET) PAEDIATRIC	item194	10	Nos
4.35	EYE DRAP SHEET 100 CM X 120 CM	item196	100	Nos
4.36	TROLLEY SHEET 100 CM X 200 CM (PREFERABLY GREEN & BLUE)	item197	100	Nos
4.37	POCKET MASK ADULT	item198	5	Nos

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4.38	POCKET MASK CHILD	item199	3	Nos
5	MISCELLANEOUS ITEMS :			
5.01	LYZOL SOLUTION 1000 ML	item202	10	Nos
5.02	ANTICEPTIC SOAPS 125 GM	item208	400	Nos
5.03	SLIPPER (OT M/F)	item210	20	Nos

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 letterhead 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.

- 2) 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)
- 3) 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.*

PERFORMANCE 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

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>	

Undertaking
(On the Letterhead of the Firm)

We M/s hereby declare that:-

1. We are having valid drug license to sell the medicines/drugs, issued by
(Name of the Authority)
2. The medicines/drugs/items being supplied by me are original. In case any of the medicine/drug/item supplied by me is found duplicate, I shall be responsible for the consequences.
3. The medicines/drugs/items being supplied by me are manufactured by the valid registered companies. In case if any complaint regarding debarring me by the Manufacturer Company or by any other Authority for not to supply or resale the medicine or drug or item for which I am supplying, is found valid, I shall be responsible for the consequences of the same.

Name & Address of the Bidder/Authorized person

(with seal)