

**Government of India  
Ministry of AYUSH**

AYUSH Bhawan, B- Block, GPO Complex,  
Near INA Market, New Delhi-110023

Dated 17.05.2019

**E-TENDER NOTICE**

**Tender No: W-12017/2/2019-IEC**

E-Tenders are hereby invited on behalf of Ministry of AYUSH for “**Procurement of Collared T-Shirts with IDY logo**” as specified in the Annexure-1 of the tender document from the manufacturing agencies/firms that are having relevant expertise. Earnest money is required in the shape of Demand Draft/Bank Guarantee from any scheduled bank duly pledged in favor of Pay and Accounts Officer (Sectt.), Ministry of Health and Family Welfare, New Delhi only. **Manual bids shall not be accepted.**

**Document Download:** Tender documents may be downloaded from CPPP site <https://eprocure.gov.in/eprocure/app>

This e-tender has been floated as two e-tenders for each type of collared T-Shirts as per details below:

S No	E-Tender ID	Type of T-Shirts*	Quantity
1		100% Cotton of 200 GSM Royal Blue/Orange collared White T-Shirts double pique matty cloth Shrinkage Control below 5% internationally accepted,	1,00,000
2		Premium quality 100% Cotton of 240 GSM Royal Blue collared White T-Shirts double pique matty cloth Shrinkage Control below 5% internationally accepted,	20,000

**\* Broad technical specifications of T-Shirts are at Annexure-I.**

The tender shall be on two bid system, where techno-commercial details such as experience certificates, qualification document etc. shall be verified first. The Tenders of agencies who do not qualify the pre-qualification requirements shall be forthwith rejected and their price bids shall not be opened. The price bid of agencies who are found eligible in prequalification shall be downloaded through E-Tender procurement after filling their details on the E-Tender portal.

**Ministry of AYUSH** can reject any or all tenders without assigning any reason. For taking part in E-Procurement Solution, the contractors are required to visit the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app>

S.No.	Title	Description
1	Name of Work	Work as detailed in Annexure-I
2	Earnest Money	INR5,00,000/-
3	Category of Contractor	Manufacturers of T-Shirts

4	Date of Release of e-tender on Central Public Procurement Portal	17.05.2019
5	Date, time & place of Pre-bid meeting	20.05.2019 at 11:00 AM at Ministry of AYUSH
6	Last date/ time of receipt/submission of e-tenders	28.05.2019 05:00 PM
7	Date/ time/place of opening technical Bid & Display of T-shirts Sample and presentation by technically qualified bidders	29.05.2019 10.30 AM at Ministry of AYUSH
8	Date/ time/place of opening financial bid	Will be intimate at later stage

The Tender document shall be available on Central Public Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app>. Interested bidders are advised to regularly visit the websites <http://ayush.gov.in> and <https://eprocure.gov.in/eprocure/app> in order to update themselves with regard to any change or additional information related to the tender.

**Bids shall be submitted online only** at CPPP website: <https://eprocure.gov.in/eprocure/app>

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## PART 1

### INSTRUCTIONS TO BIDDERS

- 1.1 Bidder shall bear all the costs associated with the preparation, submission of bid and presentation of Technical Bid. Ministry of Ayurveda, Yoga, Unani, Siddha and Homeopathy (AYUSH) (hereinafter referred to as AYUSH), will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 1.2 For the purpose of this Bid Document “PROFORMA” means Proforma mentioned in Part-4 of this Bid Document.

#### A. BID DOCUMENTS

- 2.0 The services required, bidding procedures and contract terms are prescribed in the Bid Document. The Bid Document includes the following:
  - (a) Forwarding letter
  - (b) Instructions to Bidders (Part-1)
  - (c) Bid Rejection Criteria/Bid Evaluation Criteria (Part-2)
  - (d) General Conditions of contract Terms of Reference (Section-I of Part 3)
  - (e) Letter of Authority on Letter Head of the Bidder’s firm (Proforma-A)
  - (f) Agreement Form (Proforma-B)
  - (g) Form of Bid Security (Bank Guarantee) (Proforma-C)
  - (h) Form of Performance (Bank Guarantee) (Proforma-D)
  - (i) Undertaking Letter on Letter Head of the Bidder’s firm (Proforma-E)
  - (j) Specimen Price Bid (Proforma-F)
- 2.1 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required in the Bid Documents or submission of a bid not substantially responsive to the Bid Documents in every respect will be at the Bidder’s risk & responsibility and may result in the rejection of its bid.

#### 3.0 AMENDMENT OF BID DOCUMENTS:

- 3.1 At any time prior to the deadline for submission of bids, the AYUSH may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or as a sequel to Pre-bid conference if held, modify the Bid Documents by issuance of an Addendum.
- 3.2 The Addendum will be put on Central Public Procurement Portal of Government of India <https://eprocure.gov.in/eprocure/app> and <http://ayush.gov.in> . All Bidders are advised to visit the website of Central Public Procurement Portal of Government of India and website of Ministry of AYUSH (www.ayush.gov.in) regularly to keep themselves updated about modification to the Bid Document, if any, in order to submit their offer accordingly.

- B. **No request for the extension of time for submission of Bid will be entertained in any case.**

## **PREPARATION OF BIDS**

- 4.0 LANGUAGE OF BIDS:** The Bid as well as all correspondence and documents relating to the Bid exchanged between the Bidder and the AYUSH shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English translated version. The English translated version should be used for the purpose of bid interpretation.
- 5.0 DOCUMENTS COMPRISING THE BID:** The Bid submitted online by the Bidder shall comprise the following components:
- A. TECHNICAL BID**
- (i) Complete technical details of the services intended to be provided against the tender.
  - (ii) Documentary evidence established in accordance with clause **10.0** of Part I.
  - (iii) Bid Security furnished in accordance with clause **11.0** of Part I.
  - (iv) Letter of Authority as per Proforma A.
  - (v) Undertaking Letter regarding non-blacklist by any organization Proforma E & Affidavit as mentioned at Clause 10.0 of Part I
  - (vi) Any other document as required as per the Bid Document.
- B. FINANCIAL PRICE BID**
- (i) Schedule of price bid in the form of BOQ\_XXXX1 .xls and BOQ\_XXXX2 .xls (Proforma-F)
  - (ii) Financial Proposal/Commercial bid format is provided as BOQ\_XXXX1 .xls and BOQ\_XXXX2 .xls (Proforma-F) along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ as it is, quote their offer/rates in the permitted column, and upload the same in the Financial Bid.
- 6.0 BID FORM:** The Bidder shall complete the Bid Forms and the appropriate price schedule furnished in the Bid Document.
- 7.0 PRE-BID CONFERENCE**
- 7.1** In order to avoid clarification/confirmation after opening of Bids, a Pre-bid conference will be held so as to provide an opportunity to the participating bidders to interact with AYUSH with regard to various tender provisions/tender specifications. In case, due to any, points and doubts raised by the prospective bidders, any specific term & condition (which is not a part of “General conditions of the Contract”) needs to be modified, then the same will be considered for modifications and uploaded on the website.
- 7.2** After pre-bid conference, the specifications & other tender conditions will be frozen. No change in specifications and tender conditions will be permissible after bid opening. All the bidders must ensure that their Bid is complete in all respects and conforms to tender terms and conditions, Bid Evaluation Criteria and the tender specifications, failing which their Bids are liable to be rejected without seeking any clarifications on any exception/deviation taken by the Bidder in their Bid.
- 7.3** Bidders should depute their authorized representative who should be competent to take on the spot decisions.

**7.4 Bidders are required to bring only one sample of each specification as specified in Annexure-A which is proposed to offer in a proper packing.**

**8.0 QUALITY INSPECTION & REJECTION AFTER RELEASE OF PURCHASE ORDER:**

- a) Supplies not meeting the specifications, or deficient in any other respect, shall be rejected at the time of inspection and returned to the bidder at his cost. Such supplies should be replaced free of charge within 10 days from the date of receipt of the rejected quantity by the bidder.
- b) In the event the product supplied is found to be unacceptable due to lapses in packing or due to deficiencies in the shipping documents, etc., the authority reserves the right at its sole discretion to cancel the Purchase Order, and to withhold payments for such shipments that have not been accepted.
- c) The authority also reserves the right to cancel the Purchase Order in case of complaints, if any, received regarding quality, quantity, etc. subsequent to receipt of the items against the Purchase Order, which have been established as due to defaults on the part of the bidder.
- d) The supplier shall not assign or sublet the order/contract or any substantial part thereof to any other agency.
- e) The supplier should submit certification from a Government Approved Laboratory verifying that the T-Shirts are as described in **Annexure- A**. The Ministry may also get the certification for the same by picking up T-Shirts on random basis.

**9.0 BID PRICE:**

**9.1 Bidder must quote the unit price in INR, both in words and in figures.**

**9.2** Price quoted by the Successful bidder must remain fixed during its performance of the Contract and is not subject to variation on any account.

**9.3** All duties and taxes including Goods and Service Tax, Corporate Income Taxes and other levies payable by the Successful Bidder under the Contract for which this Bid Document is being issued, shall be included in the rates, prices and total Bid Price submitted by the bidder. The evaluation and comparison of Bids shall be made accordingly.

**9.4** The price of Successful Bidder is valid for 2 years from the date of the first Purchase Order or the first Award of the contract.

**9.5** The Ministry of AYUSH, at its sole discretion, reserves the right to increase/ decrease the quantities or to place a repeat purchase order for the entire ordered quantity or as per the requirement. However, the price offered should remain unchanged till completion of the delivery of the quantity as ordered or two years from the date of Purchase Order, whichever is later. No request for increase in price shall be entertained during this period except on account of increase in Statutory duties, taxes, etc., if imposed by the Govt. of India/ concerned Govt.

**9.6 TAX**

9.61 The Bidder will have to bear all tax liability, as applicable.

9.62 The Bidder should quote the applicable taxes, clearly indicating the rate and the amount of tax

included in the Bid and the classification of the respective service (as per GST rules) under which the tax is payable.

- 9.63 In case the applicability of tax is not quoted explicitly in the offer by the Bidder, the offer will be considered as inclusive of all liabilities of taxes. AYUSH will not entertain any future claim in respect of tax against such offers.
- 9.64 In case, the quoted information related to various taxes and duties subsequently proves wrong, incorrect or misleading:-
- (i) AYUSH will have no liability to reimburse the difference in the duty/ tax, if the finally assessed amount is on the higher side.
  - (ii) AYUSH will have the right to recover the difference in case the rate of duty/tax finally assessed is on the lower side.
- 9.65 The successful Bidder should have a valid registration with the concerned authorities of Tax department and a copy of such registration certificate should be submitted along with the offer.(Technical Bid)

## **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

These are listed in Part-2.

## **11.0 BID SECURITY (EMD):**

- 11.1 The Bid Security of INR 5,00,000/- is required to protect the AYUSH against the risk of Bidder's conduct, which would warrant forfeiture of the Bid Security, pursuant to sub-clause 11.8. The Bid Security for the both tenders will be same. Exemption of EMD to the agencies/firms as per the provisions of the Government of India in force and amended time to time on production of relevant certificates in original and attested copies. The same have to upload in eProcurement Portal as well.
- 11.2 Earnest money is required in the shape of Account Payee Demand Draft/Bank Guarantee/Fixed Deposit Receipt/Banker' Cheque from any scheduled bank duly pledged in favour of Pay and Accounts Officer (Sectt.), Ministry of Health and Family Welfare, New Delhi.
- 11.3 Any Bid not secured in accordance with sub-clause 11.2 above shall be rejected by AYUSH as non-responsive.
- 11.4 The Bidders shall extend the validity of the Bid Security suitably, if and when specifically advised by AYUSH at the Bidder's cost.
- 11.5 Unsuccessful Bidder's Bid Security will be discharged and/or returned within 30 days after finalization of tender.
- 11.6 Successful Bidder's Bid Security will be discharged and/or returned upon Bidder furnishing the Performance Security and signing of the Agreement. Successful bidder will, however, ensure validity of the Bid Security till such time the Performance Security in conformity with Clause 26.0 below is furnished.

- 11.7** No interest shall be paid by AYUSH on Bid Security during its period of validity or extended validity.
- 11.8** Original copy of the Bid Security in the form of Demand Draft/Bank Guarantee to be submitted to R & I Section before the cut-off time and the soft copy has to be uploaded in the eProcurement Portal before the cut-off time.
- 11.9** The Bid Security may be forfeited:-
- (a) If any Bidder withdraws or modifies their Bid during the period of Bid validity (including any subsequent extension) specified by the Bidder on the Bid Form,
- Or
- (b) If a successful Bidder fails:
    - (i) To sign the Agreement within the stipulated time & within the period of bid validity, and/or
    - (ii) To furnish Performance Security.

**12.0 PERIOD OF VALIDITY OF BIDS:**

- 12.1** Bids shall remain valid for 90 days after the date of bid opening prescribed by the AYUSH.
- 12.2** In exceptional circumstances, the AYUSH may solicit the Bidder's consent to extension of the period of validity, the request and the response thereto shall be made in writing (or by Fax). The bid Security provided under Para 11.0 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request will neither be required nor permitted to modify their Bid.

**13.0 DELIVERY OF ITEMS:**

- (a) **60,000 numbers of T-shirts to be delivered at Outstation\* will be informed.**
- (b) **6 0,000 numbers of T-shirts to be delivered at Ministry of AYUSH, New Delhi.**

\*Note: The location & the number of T-Shirts as per size & type to be delivered will be intimated to the supplier prior to delivery.

- 13.1** The Successful bidder has to deliver the T-Shirt within 15 days from the issuance of purchase order or before 15.6.2019, whichever is earlier. T-shirts to be delivered at Ministry of AYUSH, New Delhi may be supplied before the aforesaid mentioned dates. Break-up of sizes and designs of T-Shirts to be delivered at Ministry of AYUSH, New Delhi and Outstation will be informed in due in course.

**14.0 FORMAT AND SIGNING OF BID:**

- 14.1** The Bidder shall prepare Bid clearly. The Bid shall be typed or written in indelible inks and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. The letter of authorization (as per Proforma- A) shall be indicated by written power of attorney accompanying the Technical Bid. All pages of the Bid, except the un-amended printed literature, shall be signed by the person or persons signing the Bid.

**14.2** The Bid should contain no interlineations, white fluid eraser or overwriting except as necessary to correct apparent errors made by the Bidder. However, such-correction shall be signed by the person or persons signing the Bid.

### **C. SUBMISSION OF BIDS**

**15.0** The tender is being processed according to a single stage-Two Bid procedure. Offers should be submitted in two parts viz. Technical bid and Financial Bid.

**16.0 DEADLINE FOR SUBMISSION OF BIDS:** Bids must be received by the AYUSH at the address and time specified as below:-

**16.1** Address for receiving Bid- <https://eprocure.gov.in/eprocure/app>

**16.2** Deadline for receiving Bid: **28.05.2019 05:00 PM**

**16.3 LATE BIDS:** Any Bids that are received by the AYUSH after the deadline of submission of Bids prescribed by the AYUSH shall be summarily rejected.

### **17.0 MODIFICATION AND WITHDRAWAL OF BIDS:**

**17.1** No bid can be modified subsequent to submission of bids.

**17.2** No bid can be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified by the Bidder on the Bid Form.

**17.3** Withdrawal of a Bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

### **18.0 BID OPENING AND EVALUATION:**

**18.1** AYUSH will open the Bids in the presence of Bidder's representatives who choose to attend at the specified date, time and place. However, an authorization letter from the Bidder must be produced by the Bidder's representative at the time of Bid opening, unless this Letter is presented, the representative will not be allowed to attend the Bid opening. The Bidders representative who is allowed to attend the Bid opening shall sign in a register evidencing their attendance only one representative against each Bid will be allowed to attend.

**18.2** Bid for which an acceptable notice of withdrawal has been received pursuant to clause shall not be opened. AYUSH will examine Bids to determine whether they are complete, whether requisite Bid Securities have been furnished, whether documents have been properly signed and whether the Bids are generally in order.

**18.3** At Bid opening, AYUSH will announce the Bidder's names, written notifications of Bid modifications or withdrawal, if any, the presence of requisite Bid Security and such other details as the AYUSH may consider appropriate.

**18.4** AYUSH shall prepare, for its own records, minutes of Bid opening event including the information disclosed to those present in accordance with the sub-clause 18.3.

**18.5** To assist in the examination, evaluation and comparison of bids, AYUSH may at its discretion, ask



the Bidder for clarifications of its Bid and technical presentations. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

**18.6** Prior to the detailed evaluation, AYUSH will determine the substantive responsiveness of each Bid to the requirement of the Bidding Documents. For the purpose of these paragraphs, a substantive responsive Bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A material deviation or reservation is one which affects in any substantial way the scope quality, or performance of work, or which limits in any substantial way, inconsistent with the Bidding documents, AYUSH's right or the Bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other Bidders presenting substantial responsive Bids. AYUSH determination of Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

**18.7** A Bid determined as not substantially responsive will be rejected by AYUSH and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

**18.8** AYUSH may waive minor infirmity or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

#### **19.0 OPENING OF FINANCIAL/PRICE BIDS:**

**19.1** AYUSH will open the Financial Bids of the Technically Qualified Bidders on the basis of successful presentation on a specific date in the presence of interested qualified Bidders. Technically Qualified Bidders will be intimated about the Financial Bid opening date in advance.

**19.2** AYUSH will examine the price quoted by Bidders to determine whether they are complete and the bids are generally in order.

**19.3** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words, and figures, the amount in words will prevail.

**20.0 EVALUATION AND COMPARISON OF BIDS:** The AYUSH will evaluate and compare the bids as per Part-2 of the Biding Documents.

#### **21.0 CONTACTING THE AYUSH**

**21.1** Except as otherwise provided in clause 18.0 above, no Bidder shall contact AYUSH on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded except as required by AYUSH vide sub-clause 18.5.

**21.2** An effort by a Bidder to influence the AYUSH in the Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of his Bid.

## **D. AWARD OF CONTRACT**

### **22.0 AWARD CRITERIA:**

AYUSH will award the Contract to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid as defined in the BID EVALUATION CRITERIA (BEC) in the Part-2 of the Bid Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**230 RIGHT TO ACCEPT OR REJECT ANY BID:** AYUSH reserves the right to accept or reject of any or all Bids and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder, or bidders or any obligation to inform the affected bidder of the grounds for AYUSH's action.

**231** In case of any discrepancy, the decision of Ministry of AYUSH is final.

### **24.0 NOTIFICATION OF AWARD:**

**24.1** The AYUSH will notify Letter of Intent (LOI) to the Successful Bidder(s) in writing by email (to be confirmed in writing by hand/post/e-mail) that its Bid has been accepted for award of job. The notification of LOI will also be put on the website of AYUSH.

**24.2** Execution of Agreement between AYUSH and Successful Bidder will constitute the formation of the Contract.

**24.3** Upon the Successful Bidder's furnishing of Performance Security pursuant to **Clause 26.0**, the AYUSH will promptly notify each un-successful Bidder and will discharge their Bid Security, pursuant to **Clause11.0** here in above.

### **25.0 SIGNING OF AGREEMENT:**

**25.1** At the same times as the AYUSH notifies the Successful Bidder that its Bid has been accepted, the AYUSH will call the Successful Bidder for signing the Agreement and handover the Contract Form provided in the Bidding Document, along with the General & Special Conditions of Contract, Technical Specifications, Schedule of rates incorporating all agreements between the parties. Agreement shall be executed AYUSH and contractor in the PROFORMA-B attached with this Bid.

**25.2** Within a day of receipt of the final contract document, the successful Bidder shall sign and date the Agreement and return it to the AYUSH For avoidance of doubt it is made clear that Agreement shall be executed between AYUSH and Successful Bidder, only after submission of performance security by Successful Bidder.

### **26.0 PERFORMANCE SECURITY:**

**26.1** Within a days of receipt of LOI from the AYUSH, the Successful Bidder shall furnish to AYUSH the Performance Security for the amount specified in the LOI issued by AYUSH to Successful Bidder and must be in the form of Bank Guarantee (BG) from any Nationalized/Scheduled Bank in

India. Bank Guarantees should be on non-judicial stamp paper of requisite value, as per Stamp Act purchased in the name of the Banker. The value of Bank Guarantee is 10% of the total amount quoted by the successful bidder in Price Bid.

- 26.2 The Performance Security specified above must be valid for 90 days after the date of expiry of the tenure of the contract. The same will be discharged by AYUSH not later than 30 days following its expiry.
- 26.3 The AYUSH shall have right to invoke the Performance Security against any loss resulting from Contractor's failure to fulfill its obligations under the Contract.
- 26.4 The AYUSH shall not pay any interest on the Performance Security during its period of validity or extended validity.
- 26.5 Failure of the successful Bidder to comply with the requirements of clause 25.0 or 26.0 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

## PART-2

### BID REJECTION CRITERIA (BRC)/BID EVALUATION CRITERIA (BEC)

#### 1. BID REJECTION CRITERIA (BRC):-

The Bid shall conform generally to all the scope of work and terms and conditions given in this Bid Document. Bids shall be rejected in case the services offered do not conform to required parameters stipulated in the scope of work/technical specifications. Notwithstanding the general conformity of the bids to the stipulated specifications, the following requirements will have to be particularly met by the Bidders without which the same will be considered as non-responsive and rejected.

#### (A) TECHNICAL: The bidder must meet the following criteria:-

##### 1.0 EXPERIENCE:

- a. The bidder must have supplied individually or collectively at least 3,00,000 T Shirts during the last 3 years to reputed Organizations like Ministries/Departments under Government of India, PSUs, State Government or its departments/PSUs or Private Organizations. Copies of Purchase Orders as documentary proof are to be enclosed in the technical bid along with a summary sheet of Purchase Orders on the letterhead of the agency.
- b. The production capacity i.e. P.M.P.S (Per Month Per Shift) should meet out the job order of the Ministry within 15days timeline. *(For Example:- Minimum monthly production capacity required for supplying 20000 T-shirts should be 40000 and for supplying 1Lac T-shirts it should be 2Lacs)* In this regard, the successful bidder has to furnish an undertaking on legal Stamp Paper duly notarized, that assigned job order will be accomplished within the stipulated timeline otherwise Bank Guarantee will be seized and a penalty of 20 % also be imposed on order value.

- 2.0 The bidder applying must have an average Annual Turnover of Rs. 5.00 Crores from the business of supplying/ manufacturing readymade garments in the last 3 financial years, i.e., at least Rs. 15.00 Crores as total turnover during the last three years i.e. 2015-16, 2016-17, 2017-18. A summary sheet of Annual Turnovers on the letterhead of the agency also to be enclosed.

**3.0 DOCUMENTS:** Bidder must furnish following documentary evidence along with their Technical Bids in support of fulfilling above requirements:

- (a) Profile of the Bidder indicating the total number of staff and infrastructure.
- (b) A certificate issued by a practicing chartered/cost accountant certifying the Annual Turnover and audited Balance Sheet and Profit and Loss Account etc. for the last three financial years
- (c) Copy of the quality certification if any, received by the organization.
- (d) Documentary proof in respect of A (1.0) above in the form of copies of respective contracts, along with documentary evidence in respect of satisfactory execution of each of those contracts indicating respective contract number and type of services such as-
  - (i) Satisfactory completion/performance report (OR)
  - (ii) proof of release of Performance Security after completion of the contract (OR)
  - (iii) proof of settlement/release of final payment against the contract

(OR)

- (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts cited above. Documents, if any, in support of additional experience.
- (e) The Bidder must have service/sale/GST tax, ESI and EPF registration and related Documents must be enclosed in support of them.
- (f) An affidavit should be made on legal stamp paper duly notarized stating that the Bidder has not been debarred/blacklisted by any State Govt./Central Govt. or any other organization including PSUs under the control of State/Central Govt.**1(A)(3)(g) as per Proforma E.**
  - (i) Bids of those Bidders against whom any criminal case is pending before Court of Competent Jurisdiction or who have been convicted by Court of Competent Jurisdiction shall not be considered.
  - (ii) Bids of those Bidders, who will found to be involved in theft or in non-payment of Government dues or taxes, will be out rightly rejected and will not be considered for the opening of the Financial Bid.
  - (iii) Bidders shall submit affidavit for aforesaid purposes.
    - (i) If any proprietor is convicted by Court of Competent Jurisdiction, it shall be deemed that such proprietary Firm has been convicted.
    - (ii) If any partner of the Partnership Firm or Director of a Company is convicted by any Court of Competent Jurisdiction, it shall be deemed that such Partnership Firm or Company, as the Case may be, has been convicted.
    - (iii) If any criminal case is pending against Proprietor of proprietary Firm, or any Partner of Partnership Firm or Director of a Company, before any Court of Competent Jurisdiction, is shall be deemed that criminal case is pending against such Proprietary Firm, Partnership Firm or Company as the case may be.
- (g) Documents in support of the experience as mentioned above at S.No. A (1.0) of Part-2.

**4.0 Relaxation of Norms for Startups and Micro & Small Enterprises:** The Ministry may relax condition of prior turnover and prior experience with respect to Micro and Small Enterprises in the procurement subject to meeting of quality and technical specifications as per the provisions of the Government of India as amended time to time.

## **(B) BID SUBMISSION**

- (a) Bids shall be submitted under single stage two bid systems, i.e. Technical Bid and Financial Bid separately. Bids shall be rejected outright if the Technical bid contains the prices. The Technical Bid and Financial Bid shall comprise all the components as per Clause 5.0 of Part I, failing which the Bid will be liable for rejection.
- (b) Bidder shall offer firm prices; Price quoted by the Successful Bidder must remain firm during the execution of the contract and not subject to variation on any account.
- (c) Bid Security shall be furnished as a part of the Technical Bid. The amount of Bid Security shall be as specified in this Bid Document. Any Bid not accompanied by a proper Bid Security will be rejected.
- (d) Bids received after bid closing date and time will be rejected.
- (e) Successful Bidders shall bear, within the quoted rates, the personnel tax as applicable in respect of their personnel arising out of execution of the contract.
- (f) Successful Bidder shall bear, within the quoted rate, the tax as applicable on the income from the contract.
- (g) Any bid containing false statement will be rejected.
- (h) Bidders must quote clearly and strictly in accordance with the "Schedule of Rates" (Annexure-III) of bidding document; otherwise, the bid will be summarily rejected.

## **(C) GENERAL**

- 1.0** Bidder must accept and comply with the following clauses as given in the Bid Document, failing which offer will be rejected-
- (i) Performance Guarantee Bond Clause
  - (ii) Force Majeure Clause
  - (iii) Tax Liabilities Clause
  - (iv) Arbitration Clause
  - (v) Acceptance of Jurisdiction and Applicable Law
  - (vi) Liquidated damage cum penalty clause
  - (vii) Safety & Labour Law
  - (viii) Termination Clause.
- 2.0** Bidders, whose proposal for technical collaboration/joint venture involves foreign equity participation or payment of royalty and/or lump sum for technical know-how and wherever Govt. approval is necessary are required to submit copy of Govt. approval on their application prior to date of price bid opening.
- 3.0** To ascertain the substantial responsiveness of the bid, the AYUSH reserves the right to ask the bidder for clarification in respect of clauses covered under BRC also and such clarifications fulfilling the BRC clauses must be received on or before the deadline given by the AYUSH failing which the offer will be forthwith rejected.
- 4.0** If any of the clauses in the BRC contradict with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

## **II. BID EVALUATION CRITERIA (BEC)**

The bids will be evaluated on the basis/parameters given below:-

### **Stage-I**

The Technical Bid will be opened and will be checked for the availability of all the required documents and evaluated on the basis of submitted documents.

## **Stage-II**

Bidder qualifying as per the technical evaluation criteria in stage-I, will have to submit the **final samples** of the finished product as described in Annexure-A each type. It is advised the participating agencies/firms to prepare samples accordingly and be present on the day of opening technical bids. The total number of samples to be submitted by the participating agency is minimum of three (one of each specification).

## **Stage-III**

Financial Bid of all those Bidders, who qualified in the Technical Bid by the Evaluation Committee, will be opened in the presence of the representatives of the concerned Bidders, who wish to be present. The price quoted by each Bidder will be announced.

Subject to Applicable Law, AYUSH reserves the right to negotiate the rates with Lowest Evaluated Bid as specified above and also reserves the right to reject any or all the offers without assigning any reason. L1 bidder against each tender-ID will be given Award of Contract or Purchase Order. L1 bidder will be automatically decided in e-procurement system.

### **Part 3 Section 1**

## **GERNERAL CONDITIONS OF CONTRACT**

### **1.0 DEFINITIONS:**

#### **1.1** In the contract, the following terms shall be interpreted as indicated:

- (a) **"The Contract"** means Agreement entered into between AYUSH and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) **"The Contract Price"** means that the price payable to Contractor under the contract for full and proper performance of its contractual obligation;
- (c) **"AYUSH"** means Ministry of Ayurveda, Yoga, Unani, Siddha and Homeopathy (AYUSH).
- (d) **"Contractor"** means that the Successful Bidder performing the work under this Contract.
- (e) **"Contractor's Personnel"** means that the personnel performing the work under this Contract.
- (f) **"AYUSH Personnel"** means that the personnel to be provided by AYUSH, the representatives of AYUSH are also included in the AYUSH's personnel.
- (g) **"Agreement"** means the Agreement executed between AYUSH and Contractor for the purpose of the Contract.

### **2.0 EFFECTIVE DATE, DATE OF COMMENCEMENT OF THE CONTRACT AND DURATION OF CONTRACT:**

- 2.1 EFFECTIVE DATE OF CONTRACT:** The contract shall become effective from the date of execution of Agreement between AYUSH of Contractor (Successful Bidder).
- 2.2 DATE OF COMMENCEMENT OF CONTRACT:** As per the Purchase Order issued to the successful bidder.
- 2.3 DURATION OF CONTRACT:** As per the Purchase Order issued to the successful bidder.
- 3.0 PAYMENT:** The payment to the supplier will be released on satisfactory completion of the job order.
- 4.0 TAXES:**
- 4.1** Tax levied as per the provisions of India Income Tax Act and any other enactment/rules on income derived/payments received under the Contract will be on Contractor's account.
- 4.2** Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
- 4.3** The Contractor shall furnish to the AYUSH, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the Contract for submitting the same to the Tax authorities, on specific request from them. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
- 4.4** Prior to start of operations under the Contract, the Contractor shall furnish the AYUSH with the necessary documents, as asked for by the AYUSH and/or any other information pertaining to the Contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining " No Objection Certificate" for releasing payments to the Contractor.
- 4.5** Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate India Tax authorities and furnished to AYUSH within 03 months of the expiry of the tenure of the contract or such extended time as the AYUSH may allow in this regard.
- 4.6** TDS will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.
- 4.7** Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the AYUSH shall not assume any responsibility on this account.
- 4.8** All local taxes, levies and duties, sales tax, octroi, entry tax etc. on purchases and sales made by Contractor shall borne by the Contractor.
- 5.0 TAX:**
- 5.1** The Contractor will have to bear all tax liability, as applicable.

## **6.0 INSURANCE**

- 6.1** The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the Contractor during the currency of the contract.
- 6.2** The Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurance amongst others:
- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
  - b) Employer's Liability Insurance as required by law in the country of origin of employee.
  - c) General Public Liability Insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfill the provisions under the Contract.
  - d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards).
  - e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
  - f) Public Liability Insurance as required under Public Liability Insurance Act, 1991.
- 6.3** Contractor shall obtain additional insurance or revise the limits of existing insurance as per AYUSH's request in which case additional cost shall be to Contractor's account.
- 6.4** Any deductible set forth in any of the above insurance shall be borne by Contractor.
- 6.5** Contractor shall furnish to AYUSH prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.
- 6.6** If any of the above policies expire or are cancelled during the term of the Contract and Contractor fails for any reason to renew such policies, then the AYUSH will renew/replace the same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.
- 6.7** All insurance taken out by Contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the AYUSH.

## **7.0 FORCE MAJEURE:**

- 7.1** In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure will stand suspended for the period during which such cause lasts. The work 'Force Majeure' as employed herein shall mean Acts of God, wars, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor) and any other cause, whether of kind here in enumerated or otherwise which are not within the control of the Party to the Contract and which renders performance of the Contract by the said Party impossible.



7.2 Upon occurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other Party in writing with in Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

7.3 Either Party will have the right to terminate the contract if such 'Force Majeure' condition continues beyond fifteen (15) days with prior written notice.

#### **8.0 SETTLEMENT OF DISPUTES AND ARBITRATION:**

8.1 All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the Agreement relating Contract or the breach there of shall be settled by arbitration in accordance with the rules of Indian Arbitration and Conciliation Act, 1996. The venue of arbitration will be New Delhi. The award made in pursuance thereof shall be binding on the parties.

#### **9.0 NOTICES:**

9.1 Any notice given by one Party to other, pursuant to the Contract shall be sent in writing or by e-mail and confirmed in writing to the applicable address specified below:

- (a) Deputy Secretary (IEC), Ministry of AYUSH,  
AYUSH Bhawan, B Block, GPO Complex, INA,  
New Delhi-110023
- (b) Contractor

9.2 A notice shall be effective when delivered or on the notice's effective date whichever is later.

#### **10.0 SUBCONTRACTING/ASSIGNMENT:**

10.1 Contractor shall not subcontract, transfer or assign the Contract, in full or any part under the Contract, to any third party (ies).

#### **11.0 MISCELLANEOUS PROVISIONS:**

11.1 Contractor shall conform in all respects with the provisions of any Statute/Ordinance or Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation of public bodies and Companies as aforesaid and shall keep AYUSH indemnified against all penalties and liability of every kind for breach of any Statute, Ordinance or Law, regulation or bye-law.

#### **12.0 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION AND/OR COMPLETION OF WORKS AND SERVICES:**

12.1 Time is the essence of the Contract. In the event of the Contractor's default, in timely mobilization for commencement and/or in timely completion of works or services within the stipulated period, the Contractor shall be liable to pay liquidated damages @ 10 % of Contract value if the Contractor is not able to finish the work as per scheduled timelines given by AYUSH.

13.0 **PERFORMANCE SECURITY:** The Contractor has to furnish to AYUSH a Bank

Guarantee (being 10% of contract Price) towards Performance Security before execution of Agreement. The performance security shall be payable to AYUSH as compensation for any loss resulting from Contractor's failure to fulfill their obligations under the Contract. The bank guarantee will be discharged by AYUSH not later than 30 days following its expiry.

**14.0 ASSOCIATION OF AYUSH/AYUSH PERSONNEL:** AYUSH/AYUSH personnel may be associate with the work if & where required, throughout the tenure of the Contract. However, the incidental expenses like traveling, boarding/lodging cost etc. of AYUSH/AYUSH personnel will be borne by AYUSH. The Contractor shall execute the work with professional competence and in an efficient and workman like manner.

**15.0 LAIBILITY:**

**15.1** Except as otherwise expressly provided, neither AYUSH nor its servants, agents, nominees, Contractors, or sub-Contractors shall have any liability or responsibility what so ever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor irrespective of how such loss or damage is caused and even if caused by the negligence of AYUSH and/or its servants, agent, nominees, assignees, Contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless AYUSH from and against such loss or damage and any suit, claim or expense resulting there from.

**15.2** Neither AYUSH nor its servants, agents, nominees, assignees, Contractors, sub-Contractors shall have any liability or responsibility what so ever for injury to, illness, or death of any employee of the Contractor irrespective of how such injury, illness or death is caused and even if cause by the negligence of AYUSH and/or its servants, agents nominees, Contractors and sub-Contractors. Contractor shall protect, defend, indemnify and hold harmless AYUSH from and against such liabilities and any suit claim or expense resulting there from.

**15.3** The Contractor hereby agrees to waive its right to recourse and further agrees to cause their under writers to waive their right of subrogation against AYUSH and/or its under- writers, servants, agents, nominees, assignees, Contractors for loss or damage to the equipment of the Contractor when such loss or damage or liabilities arises out of or in connection with the performance of the Contract.

**15.4** The Contractor here by further agrees to waive its right of recourse and agrees to cause its under-writers to waive their right of subrogation against AYUSH and/or its under writers, servants, agents, nominees, assignees, Contractors and sub-Contractors for injury to, illness or death of any employee of the Contractor and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

**16.0 INDEMNITY AGREEMENT:**

**16.1** Except as provided here of Contractor agrees to protect, defend, indemnify and hold AYUSH harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated here by, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in

part or other faults.

**17.0 PAYMENT PROCEDURE:**

- 17.1 AYUSH shall pay to Contractor on successful completion of the Contract, the amount duly calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from AYUSH unless specifically provided for in the Contract. All payments will be made in accordance with the terms here in after described.
- 17.2 All payments due by AYUSH to Contractor shall be made at Contractor's designated bank.
- 17.3 Payment of any invoices shall not prejudice the right of AYUSH to question the validity of any charges there in, provided AYUSH within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which AYUSH questions.
- 17.4 Contractor will submit 3 (three) sets of all invoices to AYUSH address given under Para 13.1 above for processing of payment.
- 17.5 Invoices with original supporting documents duly countersigned by the AYUSH's representative/official wherever applicable will be submitted at the end of completion of the Project by the Contractor to AYUSH and payment shall be made within 30 calendar days from the date of receipt of invoice at the above office.
- 17.5.1 The original invoice should also accompany the following documents/details:
- a) Copy of valid registration certificate under the Service Tax rules.
  - b) Invoice (i.e. Tax invoice as per relevant Service Tax rules, in original and duplicate, clearly indicating Service Tax registration number, Service Classification, Rate and amount of Service Tax shown separately).
  - c) Undertaking by the Contractor regarding compliance of all statutes.
  - d) Any other document specifically mentioned in the Contract, or supporting documents in respect of other claims (if any), permissible under the Contract.
- 17.6 The AYUSH shall within 20 days of receipt of the invoice notify Contractor of any item under dispute, specifying the reasons thereof, in which event, payment of the disputed amount may be withheld until settlement of the dispute, but payment shall be made of any undisputed portion. This will not prejudice the AYUSH's right to question the validity of the payment at a later date as envisaged in sub-clause 21.3 above.
- 17.7 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.
- 17.8 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query/objection.
- 18.0 **WITHHOLDING:**AYUSH may withhold or nullify the whole or any part of the amount due to

Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect AYUSH from loss on account of:-

- a) For non-completion of jobs assigned as per the contract.
- b) Contractor's indebtedness arising out of execution of the Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/wages, contributions, unemployment compensation, taxes or enforced savings with held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials tools, or machinery.
- g) Damage to another Contractor of AYUSH
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse AYUSH under any of the indemnification provisions of the Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which AYUSH, under any circumstances in the opinion of AYUSH may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demands made by AYUSH, fail to pay and discharge such indebtedness, then AYUSH may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

18.1 Withholding will also be affected on account of the following:-

- (i) Order issued by a Court of Law in India.
- (ii) Income-Tax deductible at source according to law prevalent from time to time in India.
- (iii) Any obligation of Contractor which by any law prevalent from time to time be discharged by AYUSH in the event of Contractor's failure to adhere to such laws.
- (iv) Any Payment due from Contractor in respect of unauthorized imports.

When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-held.

Notwithstanding the foregoing, the right of AYUSH to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor.

**19.0 APPLICABLE LAW:** The Contract including all matters connected with the Contract, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of Courts situated in New Delhi. The Contractor shall have to obey other law of the Land and obtain necessary permits/licenses etc. from appropriate authorities for conducting operations under the Contract. There shall be no compromise or excuse for the ignorance of the Indian legal system in any way.

**20.0 RECORDES, REPORTS AND INSPECTION:** The Contractor shall, at all times, permit the AYUSH and its authorized employees and representatives to inspect all the works performed and to check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records at all reasonable times for inspection by the AYUSH designated representatives and its authorized employees and representatives.

- 21.0 SUBSEQUENTLY ENACTED LAWS:** Subsequent to the date of bid opening, if there is change in or enactment of any law or interpretation of existing law, which results in additional cost/reduction in cost of Contractor on account of the operation under the Contract, the AYUSH/Contractor shall reimburse/pay Contractor/ AYUSH for such additional/reduced costs actually incurred.
- 22.0 ROYALTY AND PATENTS:** Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent right, design, trade mark or other protected rights arising from any use of materials, equipment, processes, inventions and methods which have not been imposed on the attending Party by the terms of the Contract or the specifications or drawings forming part thereof.
- 23.0 WRONG/INCORRECT/MISLEADING INFORMATION:** It must be noted that any information statement furnished in the bid, if at any stage, found wrong, incorrect or misleading, will attract action as per Applicable Law.
- 24.0 WAIVER:** Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the AYUSH under the contract shall not impair such right, power or remedy nor shall any waiver by the AYUSH of any breach by the Contractor of any provision of the Contract prevent the subsequent enforcement of that provision by the AYUSH or be deemed a waiver by the AYUSH of any subsequent breach by Contractor.

**PART – 4  
PROFORMA – A  
LETTER OF AUTHORITY**

**To**

Deputy Secretary (IEC)  
Ministry of AYUSH  
AYUSH Bhawan,  
GPO Complex, B Block INA, New Delhi-110023

**Sub: Ministry of AYUSH Bid Document No.**

We \_\_\_\_\_ confirm that Mr. \_\_\_\_\_  
(Address) is authorized to represent us to Bid, negotiable and conclude the agreement on our behalf with  
you against the e-tender no: \_\_\_\_\_ for manufacturing and supply  
of T-Shirts for celebration of 5<sup>th</sup> International Day of Yoga.

We confirm that we shall be bound by all and whatsoever our said representative shall commit.

Yours faithfully,

Authorized person's signature:

Name:

Authorized Email Address:

Authorized Fax No:

Seal of the Bidder:

Note: - This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a consortium, it shall be signed by members of the consortium.

**AGREEMENT FORM**

This Agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 2018 between Joint Advisor, Ministry of Ayurveda, Yoga, Unani, Siddha and Homeopathy (AYUSH) having its office at AYUSH Bhawan, B Block, GPO Complex, INA, New Delhi, India here in after called the AYUSH which expression unless repugnant to the context shall include Joint Advisor, AYUSH on the one part, and M/S - \_\_\_\_\_ (Name and address of Contractor) hereinafter called the "Contractor" which expression unless repugnant to the context shall include Joint Advisor AYUSH on the other part,

Where AYUSH desires that Services as detailed in Annexure-I at the venue and Delhi/NCR for celebration of 5<sup>th</sup> International Day of Yoga on 21<sup>st</sup> June, 2019 should be provided by the Contractor as detailed hereinafter or as AYUSH may require and AYUSH has Floated Tender No.-----

-Dated----- for Aforesaid Purposes and M/S -----has been found as Successful Bidder.

AND WHEREAS, Contractor engaged themselves in the business of offering such services represents that they have adequate resources and equipment, material etc, in good working order and fully trained personnel capable of efficiently undertaking the operations and is ready, willing and able to carry out the said Services for AYUSH as per Section-II of Part-3 of Bid Document attached herewith for this purpose.

AND WHEREAS, AYUSH had issued to Contractor letter of Intent No. ----- Dated ----- based on offer no. ----- dated ----- submitted by the Contractor against AYUSH Bid document-----.

All these aforesaid documents shall be deemed to form and be read and construed as part of this Agreement/Contract. However, should there be any dispute arising out of interpretation of this Agreement in regard to the terms and conditions with those mentioned in AYUSH's Bid Document and subsequent letters including the Letter of Intent and Contractor's offer and their subsequent letters, the terms and conditions attached hereto shall prevail. Changes, additions or deletions to the terms of the Agreement shall be authorized solely by an amendment to the Agreement executed in the same manner as this Agreement.

NOW WHEREAS, in consideration of the mutual covenants and agreements hereinafter contained, it is hereby agreed as follows:-

1. In this Agreement words and expression shall have the same meaning as per respectively assigned to them in the Conditions of Contract referred to.
2. In addition to documents herein above, the following sections and Annexures attached herewith shall be deemed to form and be read and construed as part of this Agreement Viz:
  - (a) Section-I Part-3of Bid Document indicating the General Conditions of this Contract.
  - (b) Section-II Part-3of Bid Document indicating the Terms of Reference
  - (c) Section-III Part-3of Bid Document indicating the Special Terms & Condition.
  - (d) Section-IV Part-3of Bid Document indicating the Schedule of Rates.
3. In consideration of the payments to be made by AYUSH to the contractor as hereinafter mentioned, the Contractor hereby covenants with AYUSH to provide the Services and to remedy defects therein in conformity in all respect with the provisions of this Agreement.
4. AYUSH hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Agreement Price Rs... (Rupees.....Only) or such other sum as may become payable under the provisions of this Agreement at the times and in the manner prescribed by this Agreement.

IN WITNESS thereof, each party has executed this Agreement at New Delhi, Delhi as of the date shown above.

Signed, Sealed and Delivered,  
For and on behalf of AYUSH

For and on behalf of Contractor  
(M/s\_\_\_\_\_)

Name:  
Status:  
In presence of  
1.

Name:  
Status:  
In presence of  
1.



**Proforma of Bank Guarantee towards Bid Security**

Ref. No.....

Bank Guarantee No.....

Dated.....

To,  
Deputy Secretary (IEC),  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block, GPO  
Complex, Near INA Market, New  
Delhi-110023

Dear Sirs,

1. Whereas Ministry of Ayurveda, Yoga & naturopathy, Unani, Siddha and Homoeopathy (AYUSH), having its office at AYUSH Bhawan, B- Block, GPO Complex, Near INA Market, New Delhi-110023 India (hereinafter called AYUSH which expression shall unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) has floated a E-tender No. \_\_\_\_\_ and M/s \_\_\_\_\_ having Head office at \_\_\_\_\_ (hereinafter called the 'Bidder' which expression shall unless repugnant to the context or meaning thereof mean and include all its successors, administrators, executors and permitted assignees) have submitted a bid Reference No... \_\_\_\_\_ and Bidder having agreed to furnish as condition precedent for participation in the said e-tender and unconditional and irrevocable Bank Guarantee of Rupees (in figures) \_\_\_\_\_ (Rupees) (in words) \_\_\_\_\_ only) for the due performance of Bidder's obligations as contained in the terms of the Notice Inviting E-tender (NIT) and other terms and conditions contained in the Bid documents supplied by AYUSH which amount is liable to be forfeited on the happening of any contingencies mentioned in said documents.
2. We (name of the bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_ having head/registered office at \_\_\_\_\_ (hereinafter referred to as "the Bank" which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) guarantee and undertake to pay immediately on first demand by AYUSH, the amount of Rs. (in figures) \_\_\_\_\_ (Rupees (in words) \_\_\_\_\_ only) in aggregate at any time without any demur and recourse, and without AYUSH having to substantiate the demand. Any such demand made by AYUSH shall be conclusive and binding on the Bank irrespective of any dispute or difference raised by the Bidder.
3. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

(b) The Bank also agrees that this guarantee shall be irrevocable and governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Indian Courts of the place form where e-tenders have been invited.

(c) This guarantee shall be irrevocable and shall remain in force up to \_\_\_\_\_ which includes thirty days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the aforesaid date.

(d) Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Rs.(in \_\_\_\_\_ figures)\_\_\_\_\_ (Rupees (in words)\_\_\_\_\_ only) and our guarantee shall remain in force until (indicated the date of expiry of bank guarantee)\_\_\_\_\_.

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of AYUSH under this Guarantee will cease. However, if such a claim has been received by us by the said date, all the rights of AYUSH under this Guarantee shall be valid and shall not cease until we have satisfied that claim. In witness whereof, the Bank, through its authorized officer, has set its hand and stamp on this ..... Day of..... at.....

WITNESS NO. 1

-----

----- (Signature)

(Signature)

Full name and official address

Full name, designation and (in legible letters)

official address (in legible letters)

with Bank stamp

WITNESS NO.2

-----

(Signature)

Full name and official address

(In legible letters)

**Note:**

- i. This Bank Guarantee/ all further communications relating to the Bank Guarantee should be forwarded to AYUSH
- ii. Bank Guarantee, duly executed as per the above format, is to be enclosed with the Bid

**PERFORMANCE GUARANTEE**

Ref. No.....

Bank Guarantee No.....

Dated.....

To,

Deputy Secretary (IEC),  
Ministry of AYUSH,  
AYUSH Bhawan, B- Block,  
GPO Complex, Near INA  
Market, New Delhi-110023

Dear Sirs,

1. In consideration of Ministry of Ayurveda, Yoga & naturopathy, Unani, Siddha and Homoeopathy (AYUSH), having its office at AYUSH Bhawan, B- Block, GPO Complex, Near INA Market, New Delhi-110023 India (hereinafter referred to as AYUSH which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and assignees) having entered into a CONTRACT No. \_\_\_\_\_ dated \_\_\_\_\_(hereinafter called 'the CONTRACT' which expression shall include all the amendments thereto) with M/s \_\_\_\_\_having its registered/head office at \_\_\_\_\_(hereinafter referred to as the 'CONTRACTOR') which expression shall, unless repugnant to the context or meaning thereof include all its successors, administrators, executors and assignees) and AYUSH having agreed that the CONTRACTOR shall furnish to AYUSH a performance guarantee for Rupees..... for the faithful performance of the entire CONTRACT.
2. We (name of the Bank) \_\_\_\_\_ registered under the laws of \_\_\_\_\_having head/registered office at \_\_\_\_\_(hereinafter referred to as "the Bank", which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any / all moneys to the extent of Rs.(in figures) \_\_\_\_\_(Rupees (in words) \_\_\_\_\_) without any demur, reservation, contest or protest and /or without any reference to the CONTRACTOR. Any such demand made by AYUSH on the Bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other authority and /or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable until it is discharged by AYUSH in writing. This guarantee shall not be determined, discharged or affected by the liquidation, winding up, dissolution or insolvency of the CONTRACTOR and shall remain valid, binding and operative against the bank.
3. The Bank also agrees that AYUSH at its option shall be entitled to enforce this Guarantee against the Bank as principal debtor, in the first instance, without proceeding against the CONTRACTOR and notwithstanding any security or other guarantee that AYUSH may have in relation to the CONTRACTOR's liabilities.

4. The Bank further agrees that AYUSH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said CONTRACT or to extend time of performance by the said CONTRACTOR(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in AYUSH against the said CONTRACTOR(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said CONTRACTOR(s) or for any

Forbearance, act or omission on the part of AYUSH or any indulgence by AYUSH to the said CONTRACTOR (S) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the CONTRACT and all dues of AYUSH under or by virtue of this CONTRACT have been fully paid and its claim satisfied or discharged or till AYUSH discharges this guarantee in writing, whichever is earlier.
6. This Guarantee shall not be discharged by any change in our constitution, in the constitution of AYUSH or that of the CONTRACTOR.
7. The Bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.
8. The Bank also agrees that this guarantee shall be governed and construed in accordance with Laws and subject to the exclusive jurisdiction of Courts of the place from where the purchase CONTRACT has been placed.
9. Notwithstanding anything contained herein above, our liability under this Guarantee is limited to Rs. (in figures)\_\_\_\_\_ (Rupees (in words)\_\_\_\_\_) and our guarantee shall remain in force until\_\_\_\_\_ (indicate the date of expiry of bank guarantee).

Any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of AYUSH under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of AYUSH under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

In witness whereof, the Bank through its authorized officer has set its hand and stamp on this \_\_\_\_\_ day of 20\_\_ at \_\_\_\_\_

WITNESS NO. 1

(Signature)  
Full name and official  
Address (in legible letters)  
With Bank stamp

\_\_\_\_\_  
(Signature)  
Full name, designation and  
address (in legible letters)

Attorney as per power of  
Attorney No. \_\_\_\_\_  
Dated \_\_\_\_\_

WITNESS NO. 2

(Signature)  
Full name and official  
Address (in legible letters)

1. The expiry date as mentioned in clause 9 should be arrived at by adding 90 days to the CONTRACT completion date unless otherwise specified in the bidding document.

**Proforma regarding the bidder has not been debarred/blacklisted by any State Govt./Central Govt. or any other organization including PSUs under the control of State/Central Govt.1(A)(3)(g)**

- 1) It is certified that we have studied and understood the terms and conditions of the tender for Supply of T-shirts as per specifications/sizes and agree to abide by the same unconditionally.
- 2) We hereby declare that we have not been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal.
- 3) We understand that:
  - a. The artwork design would be provided by the Authority to the successful bidder at the time of placement of Purchase Order.
  - b. The authority does not guarantee procurement of all or any of the items or variants or numbers mentioned above. The authority reserves the right of procurement of the items or variants or quantity.

**AUTHORISED SIGNATORY**

## SCHEDULE OF RATES/PRICE BID

## Schedule of price bid in the form of BOQ\_XXXX1.xls

Financial Proposal/Commercial bid format is provided as **BoQ\_XXXX1.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download this BoQ\_XXXX1.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid.

**For Reference only**

<b>Tender Inviting Authority:</b>	Ministry of AYUSH
<b>Name of the Work</b>	Manufacture and Supply of T-Shirts
<b>Contact No:</b>	W-12017/2/2019-IEC

**Name of the bidder:**

<b>PRICE SCHEDULE</b>
( This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling relevant columns, else bidder is liable to be rejected for this tender. Bidders are allowed to enter Bidder Name and Values only

<b>NUMBER</b>	<b>TEXT</b>	<b>NUMBER</b>	<b>NUMBER</b>	<b>NUMBER</b>	<b>NUMBER</b>	<b>TEXT</b>	<b>Text</b>
<b>S No</b>	<b>Description( Refer technical specification of the tender document)</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>GST in %</b>	<b>Total Price of 100000 T-Shirts incl GST</b>	<b>Total Amount in words</b>	<b>Remarks (if any)</b>
1	Royal Blue Collared White T-Shirts 100% Cotton of 200 GSM double pique matty cloth shrinkage Control below 5% internationally accepted as specified at Annexure-I of the tender document	100000					
	<b>Total in figures</b>						
	<b>Total in words</b>						

**Schedule of price bid in the form of BOQ\_XXXX2.xls**

Financial Proposal/Commercial bid format is provided as **BoQ\_XXXX2.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>.

Bidders are advised to download this BoQ\_XXXX2.xls as it is and quote their offer/rates in the permitted column and upload the same in the Financial Bid.

**For Reference only**

<b>Tender Inviting Authority:</b>	Ministry of AYUSH
<b>Name of the Work</b>	Manufacture and Supply of T-Shirts
<b>Contact No:</b>	W-12017/2/2019-IEC

**Name of the bidder:**

<b>PRICE SCHEDULE</b>							
( This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling relevant columns, else bidder is liable to be rejected for this tender. Bidders are allowed to enter Bidder Name and Values only							

NUMBER	TEXT	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	Text
S No	Description( Refer technical specification of the tender document)	Quantity	Unit Price	GST in %	Total Price of 20000 T-Shirts incl GST	Total Amount in words	Remarks (if any)
1	Premium Quality Royal Blue Collared White T-Shirts 100% Cotton of 240 GSM double pique matty cloth Shrinkage Control below 5% internationally accepted Annexure-I of the tender document	20,000					
	<b>Total in figures</b>						
	<b>Total in words</b>						

## Broad Technical Specifications of T-Shirts

S. No	Item	Specification & Print	Design	Quantity and Color of T-Shirts
1	T-Shirt as per sizes/ specification	100% Cotton of 200 GSM double pique matty cloth, Shrinkage Control below 5% internationally accepted.	A. Half sleeves, 3 buttons, Royal Blue/orange collar White T-shirts with royal blue/orange ribs (1 inch) at cuff sleeve respectively without ribs at hem.  Color Fatness – (on scale of 1 to 5 poor to good) with heat transfer print multi colored IDY logo on pocket area of T-shirt (3*2.5inch) having good wash life cycle.	1,00,000 (total) with the following color combination <b>Design- A</b> i. Royal Blue collar with royal blue ribs (1 inch) at cuff sleeve- 90,000 Size Quantity XXL---20,000 XL---- 50,000 L--- 16,000 M--- 4,000 ii. Orange collar with orange ribs (1 inch) at cuff sleeve- 10,000 Size Quantity L--- 4,000 M—4,000 S-----2,000
2	T-Shirt as per sizes/ specification (Premium Quality)	100% Cotton of 240 GSM double pique matty cloth Shrinkage Control below 5% internationally accepted,	B. Half sleeves, 3 buttons, Royal Blue collar White T-shirts with royal blue ribs (1 inch) at cuff sleeve without ribs at hem  Color Fatness – (on scale of 1 to 5 poor to good) with the theme “Karo Yog Raho Nirog”(in hindi) text in on right hand sleeve and heat transfer print multicolored IDY logo on pocket area of T-shirt (3*2.5inch) having good wash life cycle.	<b>Design- B-</b> 20,000 (total)  Size Quantity XXL— 8,000 XL---- 10,000 L-----2,000

**Note:**

- (i) The authority does not guarantee procurement of all or any of the items or numbers mentioned above. The authority reserves the right of procurement of the items and quantity.
- (ii) The successful bidder will submit draft design/ sample for approval before taking up production/ manufacturing of T-shirt.
- (iii) Break-up for Size may or may not vary at the time of purchase order. Quantities are indicative at this stage.
- (iv) IDY Logo in Hindi can be downloaded from Ministry of AYUSH website or can obtain soft copy of the Logo from the Ministry.
- (v) BoQ for 1 lakh T-shirt to be quoted as per S.No. 1 of the broad technical specifications of T-shirts and similarly BoQ for 20,000 premium quality t-shirts to be quoted as per S.No.-2 of the broad technical specifications of T-shirts.
- (vi) GSM may not be less than specified as above.



## Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app> or <https://etenders.gov.in/eprocure/app>

### REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time
  - i. i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

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