

### No. AYUSH/Pkl/2016/ 31911

Dated:- 04/10/2016

### **Instruction to Bidders :**

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1.	The rate(s) quoted should be strictly for free delivery at Institute of Indian System of Medicine (IISM&R), Sector-3, Panchkula and will be valid and operative for supply orders issued on or before 31/12/2016 and should not be more than MRP.					
2.	All Taxes/Duties/Royalties charges payable on sales/transport etc. within and/or outside the UT/State shall be payable by the supplier.					
3.	Where specification / mark/ manufacture are not specifying by this office, the rates should be quoted only for the first class and standard quality only.					
4.	The tenderer should specify the brand name of the said articles quoted by him along with sample & catalogue of the item to be submitted in the Technical bid.					
5.	The decision of the Tender Inviting Officer acceptance/rejection of any articles supplied including the decision for equivalent specifications, standard and quality etc. of articles shall be final.					
6.	a. The successful tenderer will have to pay within 10 days from the date of demand, an amount equal to 10% of the total value of articles, that may be order, as the amount of security deposit.					
	b. Non-receipt of Security Deposit within stipulated time limit will result in automatic cancellation of the order for supply without any intimation.					
	c. However in case if any articles are received for which the Security Deposit may not have been deposited, the full Security Deposit as may be due from the supplier will be recovered from the bills for such articles.					
7.	The amount of Earnest Money paid by the successful Tenderer(s) will be adjusted against the amount of Security Deposit to be paid by the successful tenderer(s) as per condition No. 6 above.					
8.	The tender should be neatly typed or hand written only on list provided by this department / letterhead carry the name of supplier and the signature of the tenderer with rubber stamp & seal of agency firm. No overwriting, correction or erasure will be considered.					
9.	All bills should be in TRIPLICATE and should invariably mention the number and date of supply order.					
10.						
11.	Each bill in which Sales Tax/Vat is charged must contain the following certificate on the body of the bill. "CERTIFIED that the goods on which Sales Tax/VAT has been charged have not been exempted under the VAT/ Central Sale Tax Act or the Rules made there under and the amount charged on account of VAT/Sales Tax on these goods is not more than what is payable under the provisions of relevant Act or Rules made there under".					
12.	The tender will be accepted during working hours up to $10/10/2016$ at $01.00$ hrs. and opened on same day at $16.00$ hrs. if possible in the office of the Director General AYUSH Haryana, Sector-3, Panchkula in the presence of the Purchase Committee (constituted for this purpose) and tenderer(s) or their representative(s) if present.					

13.	The Tenders will be opened by the Purchase Committee in presence of Tenderers or their				
	representatives, if any present in the Office of the Tender Inviting Officer.				
14.	The right to accept or reject without assigning any reasons or all tenders in part or whole is				
	reserved with the Tender Inviting Officer and his decision(s) on all matters relating to				
1.	acceptance or rejection of the tenders as a whole or in part will be final and binding to all.				
15.	If the tenderer whose tender is accepted, fails to execute the supply order within stipulated				
	time the Earnest Money Deposit of such tenders will stand forfeited to the Government.				
16.	In case, the supplier does not execute the supply order placed with him, the EMD of the				
	supplier will be forfeited to the Government and the contract for the supply shall terminated				
	with no further liabilities on either party to the contract.				
17.	No separate agreement will be required to be signed by the successful tender(s) for the				
	nurpose of this contract for supply. Rates tendered/offered in response to the concerned				
2.5	Tender Notice shall be considered as acceptance of all above terms and conditions for				
1.1	supply for all legal purpose.				

### **Condition of Contract**

1.	The rates should be quoted in the prescribed form given by the department. The rates
	quoted should be inclusive of all taxes, duties, surcharges, cess, freight, loading, unloading,
	insurance, road permits, packing, (VAT and other taxes if applicable) as applicable. No
	extra taxes will be given.
2.	Orders once placed should be delivered within the given time period and item should be
	door delivered.
3.	No extra charge for packing, forwarding and insurance etc. will be paid on the rates quoted.
4.	The rates should be quoted only for the items specifies in the list of requirement and should
	be for the items of given special mark/manufacture only would be considered.
5.	Rates quoted for items other than the required specification / mark / manufacture will not
	be considered.
6.	The amount of Earnest Money paid by the tenderer(s) whose tenders are not accepted will
	be refunded to them by cheque or Demand Draft (as may be convenient to the Tender
	Inviting Officer if the amount is above Rs. 200/-) drawn on any branch of State of India or
	its subsidiary Schedule Bank. Where this mode of payment is not possible the amount will
	be refunded at the cost of the tenderer.
7.	Only on satisfactory completion of the supply order for and on payment of all bills of the
	supplier, as to be admitted for payment, the amount of Security Deposit/Earnest Money
	will be refunded after expiry of guarantee/warranty period, if any, or any such date/period
	as may be mutually agreed upon.
8.	The tender inviting officer will consider extension of time for remitting the Security
	Deposit as demanded. However, in case of denial to consider such extension the supplier is
	bound to abide by the limit given and liable to make good any loss to the Government on
	account of his failure to abide by the time limit.
9.	The supplies of Yoga Mats of inferior quality sub-standard or of different specifications,
	content, brand, manufacturer etc. other than that ordered specified and/or incomplete or
	broken articles will not be accepted. The supplier has to replace the same at his own cost
	and risk. Intimation of non- acceptance of any stores, said items will be sent to the supplier
	within 10 days from the date of receipt of the stores and the same will be returned to the
	supplier at his own cost and risk, if he so desires and intimates accordingly within 15 days
	from the date of dispatch of intimation of the non- acceptance. However, if no
	communication is received within15 days from the date of communication the tender
	Inviting Officer will not be responsible for any damage, loss etc. of such rejected articles.

10.	In case of failure to replace the accepted and rejected articles from supplies made, as
	mentioned in the conditions, the loss undergone by the Government will be recovered from
	the suppliers Security Deposit/Earnest Money or payment due of any bill(s) to the extent
	required.
11.	In case of failure to supply the Yoga Mats ordered for, as per conditions and within the
	stipulated time, the same articles will be obtained from the tenderer who offered next
	higher rates or from any other sources, as may be decided by the tender inviting Officer
	and the loss to the Government on account of such purchases(s) shall be recovered from
	the former suppliers Security Deposit/Earnest Money or bills payable. The suppliers shall
10	have no any right to dispute with such procedure.
12.	Extension of time limit for supplies shall be consider by the Tender Inviting Officer. The
	extension so granted may be with levy of compensation for delay in execution of supply order up to $5\%$ of the cost of supplies ordered for at the discretion of the outhority
	order up to 5% of the cost of supplies ordered for at the discretion of the authority
	competent to grant extension of time limit provided such request is made well in time, depending upon the circumstances and such decision in the matter will be final.
13.	Demurrage charges paid by the Tender Inviting Officer on account of delayed receipt of
15.	dispatch documents intimation will be recovered from the bills payable to the supplier.
14.	If at any time after the order for supply of <b>Yoga Mats</b> , the Tender Inviting Officer shall for
	any reason whatsoever not require the whole or part of the quantity thereof as specified in
	the order the tender Inviting Officer shall give notice in writing of the fact to the supplier(\$)
	who shall have no claim to any payment of compensation what so ever on account of any
	profit or advantage which the supplier(s) might have derived from the supply of articles in
	full, but which did not derive in consequence of the full quantity of articles not having been
	purchased, nor shall have any claim for compensation by reasons of any alterations having
	been made in the original instructions which shall invoice any curtailment of the supply
_	originally contemplated.
15.	The Earnest Money(s)/Security Deposit(s) paid by the tender(s) earlier against any
	tender(s) or supply order(s) is/are not adjustable with Earnest Money or Security Deposit
16.	required by these conditions. The tenders/offers received do not confirm with the terms and conditions of this office will
10.	be summarily rejected. If any firm desires to consider exemption from payment of Earnest
	Money Deposit, certified copies of its Registration with D.G.S.&D. should be attached to
	their tenders.
17.	The items as mentioned in the list are the approximate estimates invited and actual
	purchase may more or less. Accordingly the successful tenderer has no right for any
	loss/damages with reference to approximate requirement shown in tender and actual
	requirement.
18.	Supplier may ensure the goods at his own cost to safeguard the delivery of such goods
	dispatched by him to the consignee, the department will not be responsible for the damage
	or pilferage of goods during transit.
19.	The tenderer should attached copies of certificate of experience in the field of supply of
	said articles, valid license, proof of fulfilling the norms of ISI/ISO/WHO/GMP
	specification if any, copy of dealership letter, license for import, PAN No., Catalog of the
	item quoted etc. with his/their tender. It may please be noted that the tender received
20	without document referred above shall not be considered.
20.	Rates should be quoted in the forms issued from the department and as per the requirement
21	asked for.
21.	Rates quoted are for Institute of Indian System of Medicine (IISM&R), Sector-3,
	Panchkula.

22.	Tenderer should enclose along with tender an amount as Earnest Money Deposit in form of Fixed Deposit Receipt of any Nationalized Scheduled Bank payable at Panckula in favour of District Ayurvedic Officer, Panchkula. The EMID Submitted other than Form mentioned above will not be accepted. Tender received without EMD will be summarily rejected.
23.	The tender should furnish declaration regarding Blacklisting/Debarring to participate in the Government tender on the letter head. If the information provided found false the tender will be rejected and EMD shall be forfeited.
24.	The Tenders will be opened by the Purchase Committee in presence of Tenderers or their representatives, if any present in the Office of the Tender Inviting Officer.
25.	Supply quantity of the said articles will be given as per day to day requirement and successful supplier shall visit once in a week in order to collect the supply order.
26.	The tendered quantity is tentative and the actual purchase can be 20% less or more than the quantity put to tender for all items and the tenderer is bond to supply such requirement without any demur.
27.	The tendering firm must be registered with the Sales Tax/VAT department and a copy of their registration under the Sales Tax / VAT bearing the TIN Number be provided.
28.	The terms and conditions dully accepted and signed by the tenderer should attached with the Technical Bid.

(Dr. Pratibha Bhatia) District Ayurvedie Officer, Panchkula

(Signature & Designation of Tender Inviting Officer)

The above terms and conditions are accepted and are binding to me/us.

Place: Dated:

Signature of Tenderer & status Name of Tenderer with seal of the firm

NOTE:-Please return one copy of these terms and conditions dully sign with seal of firm along with the tender.

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# **DIRECTORATE AYUSH HARYANA**

## Near Youth Hostel, Sector-3, Panchkula

### **FINANCIAL BID**

### SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS; YOGA MATS TO BE PURCHASED FOR THE YEAR 2016-17

PLEASE MENTION OFFERED COMPANY FOR THE ITEMS AS MENTIONED BELOW AND DULY SIGNED

Scope of Work:

Schedule of Requirements Specifications and allied Technical Details:

Sr. No.	Particulars	Regd. Mfg Company	Unit/Rate	Qty. Req.	Offered Company
	Yoga Mats :				
1.	Size – 3 x 7 ft., Rexine + Carpet & Foam – Golden Colour-Top Quality Model	Standard		L <b>O</b> O	

Signature of Supplier/Dealers With Rubber Stamp

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