

# **EOI DOCUMENT**

**FOR**

## **Expression of Interest for Manufacturing and Supply of Ayush-Satvik Aahar**

**EOI No: 07/IMPCL/2025-26/Pur. Date: 04.09.2025**

**E – Tendering**

**IMPCL**

**(A Govt. Of India Enterprise)**

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**IMPCL**  
**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

**NIT/RFP/Tender No: 07/IMPCL/2025-26/Pur.**

**Dated: 04.09.2025**

Indian Medicines Pharmaceutical Corporation Limited (IMPCL), a Government of India Enterprise, invites Expression of Interest for Empanelment of Suppliers for the Manufacture and Supply of Ayush-Satvik Aahar from interested and experienced parties who are capable of meeting the requirements as per our EOI.

SI No	Particulars	Description
1	Name of Item/Work	Expression of Interest for the Manufacture and Supply of Ayush-Satvik Aahar
2	Location of Delivery	Pan India.
3	Brief description of Item / Work	<b>First Stage</b> - Empanelment of eligible, competent and experienced manufacturer of Ayush Satvik Aahar for executing scope of work as mentioned in the EOI and as per EOI Terms and conditions. Qualified bidder(s) will be empaneled. <b>Second Stage</b> - Based on the requirement from time to time, IMPCL will call for rates / quotes from the empaneled vendors through limited tender.
4	Bid Security/EMD	Rs.1,00,000 (Rupees One Lakh only)
5	Bid fee	Rs.3000/- (Rupees Three Thousand only)
7	EOI Validity	Five years from the date of empanelment which may be extended upto 2 more years based on satisfactory performance and mutual agreement.
8	Eligibility criteria for bidder(s)	As per EOI document
9	IMPCL A/c Details for payment of Bid Fees and EMD (Payment mode: NEFT / RTGS)	Name of Bank: State Bank of India A/c number: 11638895053 IFSC Code: SBIN0005676 Branch Name: Mohan
10	Date of publishing e-tender	04-09-2025 at 5:30 PM
11	Date & Time of Pre-Bid Meeting	15-09-2025 at 11:30 AM
12	Last date and time for online submission of bids	29-09-2025 on or before at 5:00 PM
13	Date and time of opening of EOI	30-09-2025 at 11:30 AM
14	Address for Communication, Pre-bid meeting & opening of all bids at IMPCL regarding the EOI	IMPCL Corporate Office: B-261, Okhla Phase-1, New Delhi- 110020 IMPCL Email: mkt@impcl.in

## **GENERAL INSTRUCTIONS TO BIDDERS**

1. This EOI is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. EOI documents can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The EOI and its corrigendum/extension will also be published in our company website, URL address: <http://www.impclmohan.nic.in>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidder(s) may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. bidder(s) should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding, DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. bidder(s) are advised to go through “bidder(s) Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, bidder(s) may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. bidder(s) are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document. Conditional offers are liable for rejection.
9. The bidder(s) to indemnify the IMPCL from any claims / penalties / statutory charges, liquidated damages, with legal expenses etc. as charged by the customer.
10. While the Expression of Interest has been prepared in good faith, the Buyer does not make any commitment or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statement or omission herein, or the accuracy, completeness or reliability of information contained herein, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this request, even if any loss or damage is caused by any act or omission on its part.
11. bidder(s) are requested to keep the information and details strictly confidential. We are looking for your support and co-operation in getting a fully responsive Expression of interest.
12. The Buyer shall not be responsible for any expense incurred by Parties in connection with the preparation and delivery of their EOI and other expenses.
13. IMPCL reserves the right to reject any or all the Expressions of Interest without assigning any reason thereof.
14. The process of inviting EOI is for ascertaining various options available to IMPCL. After evaluation / examination of the offers, IMPCL may at its sole discretion decide further course of action.

15. IMPCL reserves the right to deal with the proposal in any manner without assigning any reasons for the same. The decision of the IMPCL in this regard shall be final.
16. Any false submissions/falsification of details and enclosures will lead to disqualification of the interested bidder(s).
17. Any disagreement regarding the scope of work after opening of bids will lead to disqualification of the bidder(s).
18. The bidder(s) 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 bidder(s) in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

#### 18.1 Registration

- a) bidder(s) are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder(s) Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidder(s) will be required to choose a unique user name and assign a password for their accounts.
- c) bidder(s) is 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.
- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidder(s) are required to have Class II or above digital signature certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer to the online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidder(s) will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) bidder(s) 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.
- g) The bidder(s) intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidder(s), who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidder(s) having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder(s). Please note that the bidder(s) are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- j) Ineligible bidder(s) or bidder(s) who do not possess valid & active registration on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

## 18.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidder(s) to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidder(s) may combine a number of search parameters such as Organization
- b) Once the bidder(s) has 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 bidder(s) through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder(s) 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

## 18.3 Preparation of Bid

- a) bidder(s) should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through 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.
- c) bidder(s), 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.
- d) 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 bidder(s). bidder(s) 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.
- e) Note: My Documents space is only a repository given to the bidder(s) to ease the uploading process. If bidder(s) has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

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

**20.** bidder(s) is required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.

**21.** 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. The 24x7 Help Desk details are as below: -

For any technical related queries please call at 24 x 7 Help Desk Number:

E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidder(s) are requested to contact the respective Tender Inviting Authority

Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in), Policy Related - [cphp-doe@nic.in](mailto:cphp-doe@nic.in)

**22.** bidder(s) is requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.

**23.** 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. Address for communication and place of opening of bids:

AGM (Marketing)

IMPCL Corporate Office: B-261, Okhla Industrial Area, Phase-1, New Delhi- 110020

IMPCL Email: [mkt@impcl.in](mailto:mkt@impcl.in)

**24.** The bids shall be opened online at the **Corporate Office** in the presence of the bidder(s)/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.

**25.** More details can be had from the IMPCL Corporate Office during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the bidder(s) during the e-procurement process.

**26.** A firm/bidder(s) shall submit only one bid in the same bidding process. A bidder(s) (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the bids in which the bidder(s) has participated to be disqualified.

**27. Online EOI Process:**

The EOI process shall consist of the following stages:

- i. Downloading of EOI document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).
- ii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) and IMPCL website (URL address: <http://www.impclmohan.nic.in>) and shall not be available elsewhere.
- iii. **Bid submission:** bidder(s) need to submit their bids along with supporting documents to support their eligibility, as required in this EOI document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- iv. **Opening of Technical Bid and bidder(s) short-listing:** The technical bids will be opened, evaluated as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. All the bidder(s) who meet the technical evaluation criteria will be empaneled. After empanelment, as and when requirement arises, IMPCL will invite Two part tender from the empaneled Aggregator, based on the specific nature of requirement.

**28.** IMPCL does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidder(s).

29. IMPCL reserves to themselves the right of accepting the whole or any part of the tender and bidder(s) shall be bound to perform the same at his quoted rates.
30. In case, it is found during the evaluation or at any time before placing of PO or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder(s) or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal, action shall be taken by IMPCL as deemed fit.
31. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of IMPCL in this regard shall be final and binding.
32. The technical bids should be uploaded as per the requirements of EOI and should not contain price information otherwise the bid will be rejected.
33. IMPCL reserves the right to verify the claims made by the bidder(s) and to carry out the capability assessment of the bidder(s) and the IMPCL's decision shall be final in this regard.
34. IMPCL reserves the right to amend or withdraw any of the terms and conditions contained in the EOI document including scope of work or reject any or all EOIs without giving any notice or assigning any reasons.
35. Submission Process:

For submission of bids, all interested bidder(s) have to register online as explained above in this document. After registration, bidder(s) shall submit their Technical bid on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>).

**Note:- It is necessary to click on “Freeze bid” link / icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.**

**AGM (Marketing)**  
**IMPCL Corporate Office: B-261,**  
**Okhla Industrial Area, Phase-1, New Delhi- 110020**

## **INSTRUCTIONS TO THE bidder(s) (ITB)**

### **Section 1**

#### **I. COMPANY BACKGROUND:**

Indian Medicines Pharmaceutical Corporation Limited (IMPCL) is a Public Sector Undertaking (PSU) operating under the administrative control of the Ministry of AYUSH, Government of India. IMPCL is dedicated to the manufacture and supply of high-quality Ayurvedic and Unani medicines, upholding the rich heritage of India's traditional medical systems.

As part of its vision to promote holistic wellness rooted in Ayurveda, IMPCL is expanding its portfolio beyond classical formulations to include science-backed functional food products under the Ayush-Satvik Aahar initiative. This new vertical aims to deliver nutritionally balanced, dosha-aligned (Vata, Pitta, Kapha) Ayurvedic foods in compliance with FSSAI norms and based on traditional texts. Through its continued focus on quality, tradition, and innovation, IMPCL is committed to creating a healthier nation by mainstreaming the benefits of India's traditional health wisdom.

#### **II. SCOPE OF WORK**

IMPCL invites bids for Expression of Interest for manufacturing and supply of Ayush- Satvik Aahar from eligible, competent and experienced parties who are capable for executing the scope of work as mentioned in the EOI and as per EOI Terms & Conditions. Qualified bidder(s) will be empaneled after finalization of the EOI. Based on the requirement from time to time, IMPCL will call for rates / quotes from the successful empaneled vendors through limited tender(s). bidder(s)s should quote their rates for pan India delivery.

- a) The selected bidder(s) shall undertake in-depth research aligned with the Bio-diversity Act (BDA) compliance, Ayurvedic pharmacopoeia, classical texts, and other contemporary literature to formulate recipes that ensure dosha-balancing (Vata, Pitta, Kapha) and provide a scientifically sound, nutritionally balanced diet. The formulation process must integrate traditional Ayush principles with modern nutritional standards to ensure efficacy, safety, and consumer acceptability
- b) The bidder(s) shall propose a dynamic list of functional food recipes and product formulations which may evolve over time based on consumer response, market trends, and regulatory advisories. All product concepts must be discussed, iterated upon, and formally approved by IMPCL prior to production and commercialization.
- c) The final product lineup shall be mutually agreed upon between IMPCL and the selected bidder(s), based on strategic alignment, feasibility, and therapeutic value. The product range will be selected from categories such as snacks, health supplements, ready-to-eat/ready-to-serve foods, and nutraceuticals rooted in Ayurveda.
- d) The bidder(s) shall establish and utilize a manufacturing facility that adheres strictly to Good Manufacturing Practices (GMP) and complies with FSSAI regulations. The production facility must be equipped to ensure hygiene, safety, and quality standards. Products may be marketed under IMPCL branding, as mutually agreed.
- e) All packaging design and material shall comply with the regulatory norms prescribed by FSSAI and other relevant authorities. The bidder(s) must ensure that the packaging preserves the nutritional integrity and shelf life of the products while effectively communicating the Ayurvedic value proposition to consumers.

- f) Before final production, the bidder(s) must submit product samples for organoleptic, nutritional, and shelf-life testing to IMPCL-nominated laboratories. Production can proceed only upon successful validation and approval of the samples against the prescribed standards.
- g) A detailed manufacturing and distribution capacity plan must be submitted by the bidder(s), indicating monthly and annual production capabilities, scalability provisions, and contingency plans to meet fluctuating demand patterns without compromising on quality or timelines.
- h) The selected bidder(s) shall support IMPCL in executing outreach and marketing campaigns, especially in driving consumer awareness around the Ayush benefits of Ayush - Satvik Aahar products. The bidder(s) shall ensure timely distribution across agreed channels, including retail, institutional, and digital platforms.
- i) The bidder(s) shall work closely with IMPCL to develop robust demand forecasting models based on market trends, seasonal factors, and institutional needs. This will inform production planning, inventory management, and supply chain optimization.
- j) The bidder(s) shall ensure consistent supply of products in line with mutually agreed schedules and quality parameters. Any deviation in quantity, quality, or timelines must be promptly communicated and rectified, maintaining strict adherence to service-level agreements and regulatory obligations.

### **III. SUPPLY LOCATION**

The goods should be delivered with proper maintenance of cold chain (if required) from the date of receipt of supply order to the consignee. The consignees will be separately mentioned in the supply order.

### **IV. AWARD OF EMPANELMENT**

All the bidder(s) whose bids are determined to be substantially responsive will be empaneled. The EOI inviting Authority reserves the right to accept or reject any BID and to cancel the bidding process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to IMPCL.

In the second stage process, as and when requirement arises based on the specific nature of the work, IMPCL will call for rates / quotes from the successful empaneled vendors through limited tender(s). bidder(s)s should quote their rates on door delivery basis anywhere In India.

### **V. GENERAL INFORMATION TO bidder(s)S**

- a) A firm/bidder(s) shall submit only one bid in the same bidding process. A bidder(s) (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the bidder(s) has participated to be disqualified.
- b) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry.
- c) bidder(s) who are eligible as per the Provisions of Public Procurement –Preference to Make in India Order No. P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion

of Industry and Internal Trade) inclusive of the latest amendments are eligible to participate in the EOI. A self-declaration as per Annexure 09 with respect to this order must be submitted.

- d) bidder(s) who has been de-recognized / debarred / banned / blacklisted by any other State Government / Central Govt. Organization / State Medical Corporations / Director Health Services and or convicted by any court of law due to (i) quality failure of the drug(s)/Food Products supplied (NSQ / Spurious / Adulterated / Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the EOI during the period of de-recognition / debarment / Banned / blacklisted. bidder(s) / manufacturing unit which has been de-recognized / debarred / banned / blacklisted by State Medical Corporation for any reasons can't participate in the EOI during the period of de-recognition/debarment/banned.
- e) Any bidder(s) who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drug(s)/Food Products within a period of last 3 years from the date of floating of EOI shall not be eligible to participate in the EOI.

**Works / Conversion Contract**

- f) Party with whom the manufacturing and supply arrangements have to be made, shall have to enter into and sign separate rate contracts for manufacturing and supply of Ayush - Satvik Aahar. Financial bids will be obtained through e-mail from the empaneled bidder(s) for different Ayush – Satvik Aahar product specifications as & when required.
- g) IMPCL will post its own Co-Ordinator, Laboratory Specialist, Production Chemist and QA personnel for ensuring quality and statutory requirements.
- h) All other manpower needs are to be met by the bidder(s).

## **Section 2:**

### **MINIMUM ELIGIBILITY CRITERIA FOR bidder(s)**

1. Bidder(s) must be legally registered entities in India, which may include Proprietorships, Partnership Firms, Limited Liability Partnerships (LLPs), Cooperative Societies, Private Limited Companies, Public Limited Companies, or a consortium of such entities. The bidder(s) must have valid PAN, GSTIN, and an active FSSAI license to ensure compliance with applicable legal and regulatory requirements for food manufacturing and distribution
2. Bidder(s) must be a primary/own manufacturer to be eligible to participate in the EOI.
3. Bidder(s) must have strong research and design capabilities, particularly in developing dosha-based nutritional formulations leveraging advanced laboratory testing and rapid on site kits for consistent, government grade food safety and quality.
4. Bidder(s) should demonstrate full compliance for traceability schedule across the value chain, including but not limited to compliance with the Biodiversity Act (BDA) ensuring transparency, fair access and benefit-sharing with local farmer and collector communities.
5. The bidder(s) must ensure end-to-end digital traceability and supply chain visibility of the Ayush - Satvik Aahar value chain through a blockchain-based system. The blockchain solution employed should be green (energy-efficient) and cost-effective, enabling transparent, tamper-proof logging of sourcing, manufacturing, quality checks, and distribution activities.
6. Bidder(s) should be equipped to provide technical expertise and ideally have experience in conducting food quality or awareness campaigns, preferably in collaboration with international organizations.
7. Bidder(s) must have an average annual turnover of at least ₹15 crore over the last three financial years, certified by a Chartered Accountant.
8. The bidder(s) must be a primary manufacturer or should hold a valid loan license for a GMP-approved manufacturing facility. The facility should have a minimum installed production capacity of 1 lakh SKUs per month for any single product at any given time.
9. The bidder(s) must have minimum 3 years of experience in food supply chains, food safety and quality management, or technology-enabled logistics in the FMCG, agri-food, or allied sectors.
10. The bidder(s) must have proven expertise in executing supply, service, or deployment projects for Central or State Government organizations, public-sector undertakings, or large government affiliated programs in health or food.
11. The bidder(s) must demonstrate proven expertise in implementing quality assessment solutions, including the development and deployment of rapid testing methodologies and quality assurance (QA) best practices to ensure food safety and compliance in high-volume supply chains.
12. The bidder(s) must have a strong background in digital supply chain management, with the ability to optimize operations using digital technologies, leverage data analytics for improved efficiency and transparency, and implement technology-driven solutions for food traceability and inventory oversight.
13. The bidder(s) must demonstrate the capability to deploy on-site rapid testing kits for detecting contaminants such as pesticides, aflatoxins, and heavy metals to ensure timely quality assurance without disrupting the distribution process. Additionally, the bidder(s) should provide a unified digital dashboard for real-time monitoring and reporting of rapid test results,

particularly suited for high-volume public health initiatives, ensuring adherence to AYUSH quality standards with speed and efficiency.

14. The bidder(s) must have experience in managing large-scale, pan-India field operations deployed in the past 3 years. Prior engagement with food service delivery networks and proven capability for manpower deployment across multiple locations countrywide i.e. Pan India operations.
15. The facility must be GMP-compliant and equipped with hygienic production areas, regulated storage, and quality testing labs to ensure safe, Ayush - Satvik Aahar manufacturing in line with FSSAI standards.
16. Manufacture of Ayush-Satvik Aahar products, including Ready-to-Eat (RTE) formats, as per standard technical and nutritional specifications. The products must ensure dosha-balancing formulations, optimal shelf life, nutritional stability, and consumer acceptability. Customization options should be available to cater to the specific requirements of government schemes and institutional buyers, ensuring compliance with FSSAI regulations and Ayurvedic principles.
17. The bidder(s) must possess appropriate homogenization and blending systems to ensure product consistency and accurate dosage balance in line with Ayurvedic formulations. The manufacturing setup should support minimal processing techniques to retain nutritional integrity, along with advanced packaging technologies such as vacuum sealing, Modified Atmosphere Packaging (MAP), or retort pouch systems to ensure shelf stability of RTE products. Additionally, the bidder(s) must use food-grade, moisture and oxygen barrier packaging materials to maintain product quality and extend shelf life as per regulatory standards.
18. The bidder(s) must submit a declaration of non-debarment in accordance with Rule 151 of the General Financial Rules (GFR).
19. It is desirable for the bidder(s) to have international presence for global distribution capability.
20. The bidder(s) must comply with FSSAI regulations, adhere to established quality protocols, and preferably be ISO certified.

Participating bidder(s) are requested to submit the bid fee and EMD online on or before the due date as mentioned in the EOI. The bidder(s) who failed to submit the Bid fee and EMD before the submission deadline will be considered as technically non responsive

### **COST OF BIDDING**

1. The bidder(s) shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
2. EOI documents may be downloaded from the Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>). However, bid fee, as mentioned in the notice inviting EOI, is required to be submitted online (NEFT/RTGS) as mentioned in the notice inviting EOI.

### **BIDDING DOCUMENTS**

#### **1. Content of Bidding Documents**

The bidding documents shall consists of the following unless otherwise specified

- a. Notice Inviting EOI (EOI)
  - b. General Instruction to Interested bidder(s)
  - c. Instructions to Interested bidder(s)
  - d. General Conditions of Contract (GCC)
  - e. Special Conditions of Contract (SCC)
  - f. Annexures to Bid for Interested bidder(s)
  - g. Product List.
2. The Interested bidder(s) is required to login to the e-procurement portal and download the listed documents from the website as mentioned in EOI. He shall save it in his system and undertake the necessary preparatory work off-line and upload the completed bid at his convenience before the closing date and time of submission.
  3. The Prospective bidder(s) is expected to examine carefully all instructions, Conditions of Contract, Annexure, Terms, Product List in the Bid Document. Failure to comply with the requirements of Bid Document shall be at the bidder(s)'s own risk.

#### **CLARIFICATION OF BIDDING DOCUMENTS**

1. An prospective bidder(s) requiring any clarification of the bidding documents shall contact the office of the EOI Inviting Authority on any working day between 10 AM and 5 PM.
2. In case the clarification sought necessitates modification of the bid documents, being unavoidable, the Tender Inviting Authority may effect the required modification and publish them in the website through corrigendum.

#### **AMENDMENT TO BIDDING DOCUMENTS**

1. Before the deadline for submission of bids, the EOI Inviting Authority may modify the bidding document by issuing addenda.
2. Any addendum thus issued shall be a part of the bidding documents which will be published in the e-tender website and IMPCL website. The EOI Inviting Authority will not be responsible for the prospective bidder(s) not viewing the website in time.
3. If the addendum thus published does involves major changes in the scope of work, the EOI Inviting Authority may at his own discretion, extend the deadline for submission of bids for a suitable period to enable prospective bidder(s) to take reasonable time for bid preparation taking into account the addendum published.

#### **PREPARATION OF BIDS**

##### **1 Language of the Bid**

All documents relating to the bid shall be in the English language.

##### **2 Documents to be submitted along with the Technical Bid for Empanelment**

The online EOI submitted by the bidder(s) shall comprise the following-

1. Primary/own manufacturer are only eligible to participate in the EOI.
2. bidder(s) should not be associated with the purchaser for the preparation of the design, specifications, and other documents used for the procurement of the goods under this Invitation of Bids.
3. bidder(s) should have good financial background proven by balance sheet.
4. bidder(s) has to submit No objection / Authorization letter permitting IMPCL to participate

- in various EOIs in Domestic/Globally within the validity period of EOI, for the supply of Ayush-Satvik Aahar in IMPCL Brand Name, and an undertaking for the supply of the product without any interruption, as per the various terms and conditions of this contract.
5. DD for purchase of EOI documents as per IFB clause no.2 or Copy of receipt against the purchase of EOI document.
  6. Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking.
  7. Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc. and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
  8. bidder(s) should submit a non-conviction certificate issued by a licensing authority.
  9. Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.
  10. Duly attested copies of quality certificates for the products and quality system certifications as specified in technical specifications. Technical literature/other documents in support of the goods/services.
  11. Specification compliance statement
  12. Documents providing evidence of minimum 3 years of experience in food supply chains, food safety and quality management, or technology-enabled logistics in the FMCG, agri-food, or allied sectors.
  13. Statement of installed manufacturing capacity certified by a Chartered Accountant / Internal Auditor
  14. Copy of GST Certificate (self-attested copy).
  15. Copy of Permanent Account Number (Self-attested Copy).
  16. Details of inhouse quality control laboratory facilities and services and range of test conducted or with NABL FSSAI accredited labs.
  17. Copy of major contracts undertaken/ copy of major purchase orders for the supply of quoted items.
  18. Copy of achieved annual production rate certified by a Chartered Accountant /Internal Auditor
  19. Power of Attorney in stamp paper (appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.
  20. Duly filled & signed bid form as per Annexure-2
  21. Under taking letter for replacement of complaint / defective goods as per Annexure-3.
  22. Duly signed and sealed bid document by the bidder(s)/ authorized signatory of the bidding form in all pages.
  23. List of items for which the bidder(s) wants to empanel (without prices)
  24. Self-Declaration as per Annexure 1
  25. Duly filled, signed and sealed Annexure 05 - Indemnity Certificate.
  26. Annexure 08 - Check List.
  27. Annexure 09 – Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration).
  28. Annexure 10 - Make In India Preference (Self Declaration).

Note: If any of the above documents are not applicable for eligible bidder(s) then they shall attach a “NOT APPLICABLE “statement mentioning the justification for the same.

bidder(s) shall not make any addition, deletion or correction in any of the bid documents. If tampering of documents is noticed during EOI evaluation, the bid will be rejected and the bidder(s) will be blacklisted.

## 8. Selection Process

The Technical Evaluation Committee (TEC) appointed by the IMPCL will screen the parties based on the Eligibility Criteria shall be part & parcel of the selection process. The firms that fulfill eligibility criteria shall be technically qualified and empaneled. Based on the requirement from time-to-time IMPCL will call for rates / quotes from the successful empaneled vendors through limited tender(s)

Below is the table outlining the QCBS-based evaluation criteria that will be used for technical assessment. In order to be shortlisted, applicants must score a minimum of 70 marks out of 100 in the technical evaluation.

S.No.	Criteria	Weightage%
1	Manufacturing Capability & R&D Infrastructure	25
2	Technology Infrastructure for Quality Compliance	20
3	Financial Strength	15
4	Operational Infrastructure	20
5	Experience in Food Supply Chains	10
6	Experience in Public Sector Distribution Projects	10

The purchaser will scrutinize the EOI Documents for compliance to the specifications and documentation requirement. If deemed appropriate, Purchaser may depute its competent officers to the premises of the bidder(s), for on-site evaluation of the claims made in the documents. The on-site evaluation may include the inspection of the specimen sample of the goods.

## 9. Currencies of Bid and Payment

The currency of bid and payment shall be quoted by the bidder(s) entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

## 10. SUBMISSION OF BIDS

The Interested bidder(s) shall submit their bid online only through the Government eProcurement portal (URL: <https://etenders.gov.in/eprocure/app>) as per the procedure laid down for e-submission as detailed in the web site. For e tenders, the Interested bidder(s) shall download from the portal. The bidder(s) shall fill up the documents and submit the same online using their Digital Signature Certificate. On successful submission of bids, a system generated receipt can be downloaded by the bidder(s) for future reference. Copies of all certificates and documents shall be uploaded while submitting the EOI online.

The EOI is invited in **1 Envelope system** from the registered and eligible firms at CPP Portal.

### **Envelope - I (Bid Fee, EMD and Technical bid):**

Bid fee (Non-refundable) and EMD as per the EOI conditions shall be paid separately, thru RTGS/NEFT transfer in the following IMPCL A/c details:

Name of Bank: State Bank of India  
A/c number: 11638895053  
IFSC Code: SBIN0005676  
Branch Name: Mohan

Document of the above transactions completed successfully by the bidder(s), shall be uploaded separately while submitting the bids online.

Technical Bid should contain duly filled, signed and scanned soft copy documents as mentioned in Instructions to Bid (ITB) - Documents to be submitted along with the Technical Bid

**Envelope - II (Financial bid):**

1. All Commercial offers (Price) must be submitted online <https://etenders.gov.in/eprocure/app> as per the instructions on the portal.
2. Price bid in Annexure-7 (Section- A, B & C) should not be submitted in technical bid. If the price bid is submitted in technical bid, the bid will be rejected.

**NOTE**

- SSI/MSME units interested in availing exemption from payment of EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC / Udyog Aadhaar.
- If the bidder(s) is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006.
- If a MSME bidder(s) do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.
- Performance Guarantee: Whenever any Purchase Order is placed in favour of a bidder(s), post empanelment, 3% Performance Guarantee (Bank Guarantee) must be submitted by the bidder(s) in the form of Bank Guarantee within 7 days from the date of invoicing. Bank Guarantee shall be valid for one year from the date of receipt and acceptance of goods.
- The EMD submitted by the successful bidder(s) shall be converted to Performance Guarantee and shall be refunded to the bidder(s) only after the contract period.
- In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Performance Guarantee within 7 days from the date of award of empanelment, else the empanelment shall be treated as cancelled. Failure of the successful bidder(s) to accept the notification of award or submission of performance guarantee within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- IMPCL reserves the right to verify the credential submitted by the bidder(s) at any stage (before or after the award the work). If at any stage, any information / documents submitted by the applicant is found to be incorrect / false or have some discrepancy which disqualifies the firm then IMPCL shall take the following action.
- The bidder(s) shall be liable for debarment from tendering in IMPCL, apart from any other appropriate contractual /legal action.

- On demand of the EOI Inviting Authority, this whole set of certificates and documents shall be send to the EOI Inviting Authority's office address (as given in the notice inviting EOI) by registered post/Speed post of India Post in such a way that it shall be delivered to the EOI Inviting Authority before the deadline mentioned. The EOI Inviting Authority reserves the right to reject any bid, for which the above details are not received before the deadline.
- The EOI Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the bidder(s) during the e-procurement process.

#### **11. Deadline for Submission of the Bids for Interested bidder(s)**

1. Bid shall be received only online on or before the date and time as notified in EOI.
2. The EOI Inviting Authority, in exceptional circumstances and at its own discretion, may extend the last date for submission of bids, in which case all rights and obligations previously subject to the original date will then be subject to the new date of submission. The bidder(s) will not be able to submit his bid after expiry of the date and time of submission of bid (server time).
3. Resubmission or modification of bid by the bidder(s) for any number of times before the date and time of submission is allowed. Resubmission of bid shall require uploading of all documents.
4. If the bidder(s) fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.
5. The bidder(s) can withdraw his/her bid before the date and time of receipt of the bid. The system shall not allow any withdrawal after the date and time of submission.

#### **12. BID OPENING AND EVALUATION**

Bids shall be opened on the specified date & time, by the EOI inviting authority or his authorized representative.

##### **12.1. Bid Opening Process**

12.1.1 Opening of bids shall be carried out in the same order as it is occurring in invitation of bids or as in order of receipt of bids in the portal. The bidder(s) & guest users can view the summary of opening of bids from any system. bidder(s) are not required to be present during the bid opening at the opening location if they so desire.

**Envelope - I:** Envelope- I Opening date shall be as mentioned in NOTICE INVITING EOI/ EOI Document. (Envelop – I shall contain scanned copy of Bid Fee, EMD and Technical Bid).

If any clarification is needed from bidder(s) about the deficiency in his uploaded documents in Envelope- I, he will be asked to provide it through CPP portal. The bidder(s) shall upload the requisite clarification/documents within time specified by IMPCL, failing which EOI will be liable for rejection. In extraordinary circumstances the bidder(s) may be requested to submit the deficient documents intimated through the e-tendering portal additionally by e-mail (As mentioned in the NOTICE INVITING EOI).

12.1.2. In the event of the specified date of bid opening being declared a holiday for IMPCL, the bids will be opened at the same time on the next working day.

##### **12.2. Confidentiality**

12.2.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to bidder(s) or any

other persons not officially concerned with such process until the award has been announced in favour of the successful bidder(s).

- 12.2.2. Any effort by a bidder(s) to influence the Purchaser during processing of bids, evaluation, bid comparison or award decisions shall be treated as Corrupt & Fraudulent Practices and may result in the rejection of the bidder(s)' bid.

### **12.3 Clarification of Bids**

- 12.3.1. To assist in the examination, evaluation, and comparison of bids, the EOI Inviting Authority may ask the interested bidder(s) for required clarification on the information submitted with the bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 12.3.2. No bidder(s) shall contact the EOI Inviting Authority on any matter relating to the submitted bid from the time of the bid opening to the time the contract is awarded. If the bidder(s) wishes to bring additional information to the notice of the EOI Inviting Authority, he shall do so in writing.

### **12.4. Examination of Bids, and Determination of Responsiveness**

- 12.4.1. During the bid opening, the EOI Inviting Authority will determine for each Bid whether it meets the required eligibility as specified in the notice inviting EOI and the required documents and certificates.
- 12.4.2. A substantially responsive bid is one which conforms to all the terms, conditions, and requirements of the bidding documents, without material deviation or reservation.

A material deviation or reservation is one:-

- which affects in any substantial way the scope, quality, or performance of the Works;
- which limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder(s)'s obligations under the Contract;

or

- Whose rectification would affect unfairly the competitive position of other bidder(s) presenting substantially responsive Bids.

- 12.4.3. If a Bid is not substantially responsive, it may be rejected by the EOI Inviting Authority, and may not subsequently be made responsive by correction or withdrawal of the nonconforming material deviation or reservation.
- 12.4.4. Non submission of legible or required documents or evidences may render the bid non-responsive.
- 12.4.5. bidder(s) can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 12.4.6. In case only single bid is received, then the purchaser reserves the right to accept/reject the bid as per prevailing norms of GFR and CPP portal, or to go for retender.

### **13. BID VALIDITY**

Five years from the date of empanelment which may be extendable up to 2 more years based on satisfactory performance and mutual agreement. A bid valid for a shorter period shall be rejected by IMPCL as non-responsive.

#### 14. STATUTORY EXEMPTIONS:

- **MSME** - Statutory exemptions as per relevant guidelines shall be applicable for MSE bidder(s). However, the preferences with respect to MSME shall not be applicable who are only involved the trading of the product under the scope of this EOI.
- **PPP MII** - Preferences for Make in India products / services shall be applicable in line with Government Order No. P-45021/12/2017PP (BE-II), 2017 (published by Department for Promotion of Industry and Internal Trade) inclusive of the latest amendments. Self-declaration to be submitted to claim MAKE IN INDIA preference.

#### 15. BID SECURITY (EMD)

- i. The Interested bidder(s) shall furnish, as part of his Bid, a Bid Security for an amount as detailed in the Notice inviting EOI. For e-tenders, Interested bidder(s) shall remit the Bid Security using the payment options given in e-tender under Government.
- ii. Each bid must be accompanied by E.M.D. Any Bid not accompanied by an acceptable Bid Security (EMD) shall be rejected as non-responsive.
- iii. The Bid Security (EMD) of the unsuccessful bidder(s) shall become refundable as promptly as possible after finalization of the EOI.
- iv. The Bid Security (EMD) of the successful bidder(s) shall be converted in to security deposit and shall be refunded to the bidder(s) only after the expiry of the contract.
- v. In the second stage of tendering process, a separate EMD has to be submitted by the empaneled parties based on the project value along with each EOI. The EMD amount submitted against this EOI can be set off in the subsequent second stage tender
- vi. SSI/MSME units interested in availing exemption from payment of Bid Security as per applicable exemptions should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. But the Party has to provide Security Deposit, if the bidder(s) is empaneled
- vii. The Bid Security may be forfeited:
  - (a) If a bidder(s):
    - Changes its offer/bid during the period of bid validity or during the validity of the contract.
    - Does not accept the correction of errors
  - (b) In the case of the successful bidder(s), if the bidder(s) fails:
    - To sign the Agreement
    - To deliver the material within stipulated time frame as per PO.
    - To accept the Notification of award/Letter of Indent/ Purchase order and/or submit the security deposit.
    - To acknowledge the Notification of award/Letter of Indent/ Purchase order within 5 days from the date of issue by sending the signed copy of the same.
- vii) In such cases the work shall be rearranged at the risk and cost of the selected bidder(s)
- viii) The Bid Security deposited will not carry any interest.

#### 16. Bid FEE

- 16.1. For e-tenders, the mode of remittance of Bid Fee shall be the same as detailed for remitting Bid Security (EMD). For e-tenders, Interested bidder(s) shall remit the Bid Fee using the payment options as mentioned in the e-tender in Government eProcurement portal only.
- 16.2. Any bid not accompanied by the bid fee as notified, shall be rejected as nonresponsive.
- 16.3. Bid Fee remitted will not be refunded.

## **17. ALTERATIONS AND ADDITIONS**

- 17.1 The bid shall contain no alterations or additions, except those to comply with instructions, or as necessary to correct errors made by the bidder(s), in which case such corrections shall be initialed by the person or persons signing the bid.
- 17.2 The Interested bidder(s) shall not attach any conditions of his own to the Bid. The Bid quote must be based on the tender documents. Any bidder(s) who fails to comply with this clause will be disqualified.

## **18. Performance Guarantee**

- 18.1. Performance Guarantee: Whenever any Purchase Order is placed in favour of a bidder(s), post empanelment, 3% Performance Guarantee (Bank Guarantee) must be submitted by the bidder(s) in the form of Bank Guarantee within 7 days from the date of invoicing. Bank Guarantee shall be valid for one year from the date of receipt and acceptance of goods.
- 18.2. The EMD submitted by the successful bidder(s) shall be converted to Performance Guarantee and shall be refunded to the bidder(s) only after the contract period.
- 18.3. In case of MSME suppliers who had availed the EMD exemption as per the applicable exemptions, has to submit the equivalent amount of EMD as Performance Guarantee within 7 days from the date of award of empanelment, else the empanelment shall be treated as cancelled. Failure of the successful bidder(s) to accept the notification of award or submission of performance guarantee within the time frame shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

## **19. FORFEITURE OF PERFORMANCE GUARANTEE**

If the successful bidder(s) who fails to supply the ordered material at the rate finalized or execute the work within the timelines and / or supplies only part quantity / partially execute the work or fails to comply with the terms and conditions of the purchase order / work order the Bank Guarantee will be forfeited / encashed.

## **20. PAYMENT TERMS**

- 20.1 No Advance payment shall be given.
- 20.2 120 days from the date of receipt & acceptance of goods at IMPCL /Depot/ end customer anywhere in India or as per agreed in co-terms.
- 20.3 The amount payable shall be released on pro rata basis against completion of each consignment and submission of invoices and other supporting documents
- 20.4 The amount shall be paid by IMPCL in Indian Rupees.
- 20.5 Acceptance of the payment terms without any qualification shall form part of the technical bid. In case the payment terms are not accepted, the bid is likely to be rejected.
- 20.6 IMPCL will make payment to supplier towards the GST amount only after the invoice is

uploaded by supplier in GST outward return i.e. GSTR-1 and credit of GST is available (reflected in GSTR-2A) to IMPCL.

## **21. DELIVERY TERMS**

Bidder(s) should ensure that Delivery of goods should be completed within 30 days from the date of receipt of purchase order.

## **22. DELAY IN DELIVERY OF GOODS**

**22.1** Delivery of the Goods shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Notice of award/ Letter of Indent/ Purchase order. If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without penalty.

If the vendor fails to deliver the full ordered quantity even during extended delivery period then the Notice of award/ Letter of Indent/ Purchase order shall be short-closed.

**22.2 Delivery Period:** Supply shall commence within best possible time from the date of order and supply of full quantity shall be completed within 15 days from the date of issuing the order.

**22.3 Delay Penalty:** In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be penal deduction @ 0.5% of the value of delayed goods per week of delay or part thereof subject to a maximum of 10% of the total order value. Once the maximum price reduction is reached, termination of the whole contract will be considered.

## **23. TAXES AND DUTIES**

The bidder(s) shall bear and pay all taxes, duties, levies, GST and charges assessed on the bidder(s) by all municipal, state, or national government authorities, loading & unloading charges etc in connection with the Goods and Services supplied under the Contract. Income Tax and Other Taxes as applicable at the time of execution of job or any other government-imposed liabilities would be deducted from each bill submitted by the bidder(s)

## **24. INSPECTION AND TESTS**

24.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the Purchaser. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

24.2. The inspections and test may be conducted on the premises of the Supplier or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

24.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.

24.4. The Purchaser's right to inspect, test and, where necessary, reject the Goods' arrival in at any site shall in no way be limited or waived by reason of the Goods having previously been

inspected, tested and passed by the Purchaser or its representative prior to the Goods dispatched.

- 24.5. IMPCL reserves the right to seek samples of the product being offered before placement of order and based on approval of samples by IMPCL/Ultimate customer the order shall be placed. If the sample is rejected due to quality/technical reasons, IMPCL reserves the right to approach the next higher bidder(s) for samples and if approved, IMPCL shall proceed with order placement with the next higher bidder(s). The samples approved only be accepted against the order placed and any deviation would result in the rejection of the product supplied.
- 24.6. The supplier should submit the lab reports for the supplies made to IMPCL. IMPCL reserves the right to sample check the consignment at the time of delivery for which cost shall be borne by the supplier (pre-dispatch inspection). IMPCL may analyze the sample drawn from the goods received at depots/C&FAs. In case of sample testing failure or quality related market complaints, the supplier shall take sole responsibility to replace the entire batch free of cost including the freight charges for collecting back the rejected items from IMPCL warehouses & resupply or refund the payment for such rejected quantity equal to its Door delivery value if the payment is already made.

## **25. INDEMNITY**

The Interested bidder(s) shall indemnify, defend and hold harmless Government of India and IMPCL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/bidder(s) breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer /bidder(s).(iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder(s) or its affiliate. The bidder(s) has to submit the indemnity certificate duly signed and sealed in the format provided in Annexure 05

## **26. SHORT SUPPLY:**

If any shortages in sealed boxes are detected, then supplier should be held responsible. In such a case, the supplier will have to make good of the loss or refund the payment for such quantity equal to its purchase value if the payment is already made. If the payment is not made, purchaser will have right to deduct the payment for the equivalent purchase value corresponding to quantity found short.

## **27. PARALLEL RATE CONTRACTS:**

IMPCL reserves the right to enter into the rate contract / parallel rate contracts with one or more parties or to place adhoc contracts simultaneously or at any time during the currency of contract, with one or more suppliers.

The purchaser also reserves the rights (1) to enter into parallel Price Agreement(s) / Contract(s) simultaneously or at any time during the period of the Price Agreement / Rate Contract with one or more bidder(s) as he/they think fit and (2) to place adhoc contract or contracts simultaneously or at any time during the period of this Rate contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the purchaser (whose decision shall be final) may determine.

## **28. IN CASE OF DEFAULT**

The purchaser is not bound to accept the L1 offer only and circumstances warranting where L1 shows its disinterest, L2 or higher offer may be considered for acceptance.

## **29. RISK PURCHASE**

If L1 or any other parties' defaults (fails to deliver goods on time) then the purchaser reserves the right to purchase the goods from an alternate supplier or from market at the risk and cost of L1 supplier and if the purchase happens at a price higher than the ordered rates, the purchaser shall have the right to claim the difference upon whom order was originally placed and L1 supplier will be under obligation to pay the same. In addition, the purchaser is entitled to recover the business loss suffered by the purchaser consequent to default for supplying the product.

## **30. FORCE MAJEURE**

30.1 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

30.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within Seven days from the date of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **31. GOODS REPLACEMENT:**

Rejected items must be removed by the tenders within two weeks of the date of rejection at their own cost and replaced immediately. In case rejected items are not removed it will be destroyed at the risk, responsibility & cost of Manufacturer. Disposal of defected/substandard goods should be under intimation and as per the guidelines of Ministry of Ayush. Recovery on account of supply of substandard Ayush-Satvik Aahar will be whole amount of payment made i.e. Full quantity of substandard batch(s) irrespective of quantity used/not used.

## **32. CLARIFICATIONS ON BIDS- INTERESTED bidder(s)**

During the bid evaluation, IMPCL may, at its discretion, ask the bidder(s) for a clarification of its bid. 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

## **33. CONTACTING IMPCL**

- a) From the time of bid opening to the time of Contract award, if any bidder(s) wishes to contact IMPCL on any matter related to the bid, he shall do so in writing by sending email to [mkt@impcl.in](mailto:mkt@impcl.in)
- b) If a Bidder(s) tries to influence IMPCL directly or otherwise, interfere in the bid evaluation process and the Contract award decision, his bid will be rejected.

## **34. IMPCL'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award Contract award, without thereby incurring any liability to the affected bidder(s) or bidder(s).

The purchaser does not bind itself to accept the lowest or any bid and reserves the right to reject any or all bids at any point of time prior to the issuance of the Notice of award/Letter of intent/Purchase order without reason whatsoever.

The purchaser reserves the right to resort to retendering without providing any reasons whatsoever. The purchaser shall not incur any liability on account of such rejection.

The purchaser reserves the right to modify any terms, conditions or specifications for submission of offer and to obtain revised bids from the bidder(s) due to such changes, if any.

Canvassing of any kind will be a disqualification and the purchaser may decide to cancel the bidder(s) from its empanelment.

The purchaser reserves the right to accept or reject any bid and 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(s) or bidder(s) or any obligation to inform the affected bidder(s) or bidder(s) of the ground for the purchaser's action.

### **35. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD**

The Purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the bid document without any change in unit price or other terms and conditions.

### **36. SETTLEMENT OF DISPUTES**

Arbitration shall not be a means of settlement of any dispute or claim arising out of the contract relating to the work. Any disputes or difference arising between the parties with respect to the performance of any part of this agreement or anything connected therewith, etc. shall as far as possible be mutually settled by the process of dialog and negotiation. Any disputes or differences or questions or claims arising under or relating to a concerning or touching this agreement shall be referred for arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996.

The arbitration proceedings shall be held at Delhi. The award passed by the arbitrator shall be final and binding on the parties hereto. The conduct of such arbitration shall be in English. Subject to arbitration, the Courts at Delhi alone shall have jurisdiction in respect of settlement of any matter arising out or in connection with the contract.

### **37. GOVERNING LANGUAGE**

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### **38. NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity, the eligible bidder(s) shall be empaneled. Purchaser shall notify the successful bidder(s) accordingly.

### **39. TERMINATION**

IMPCL reserves the right to terminate/ cancel the Notification of award/ Letter of Indent/ Purchase order at any time for any reason without any liability on IMPCL.

### **40. FALL CLAUSE**

The bidder(s) undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price/ charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the bidder(s) to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the bidder(s) to IMPCL, if the contract has already been concluded.

#### **41. CORRUPT OR FRAUDULENT PRACTICES**

The purchaser requires that the bidder(s), suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sl. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	Means a scheme or arrangement between two or more bidder(s), with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	Means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The Purchaser will reject the proposal for award if it determines that the bidder(s) recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### **42. SHELF LIFE**

The supplies of products should be from fresh stock only. Minimum desirable shelf life is mentioned along with product details. At the time of receipt of products, they should have the latest manufacturing date and minimum remaining expiry period should be 5/6th of the life of the Product. Products to be supplied should be of standard quality/quantity as per specification and must be as per the formulations/standard approved/specified by the Drug Control Act and Food & Drug Control Administration Regulation, FSSAI or as per the regulation of any such statutory authorities.

#### **43. FLEXIBILITY OF PRICES**

The purchaser has option to re-negotiate with rate contract holder to bring down the rate contract prices whenever market fluctuations affect the prices abnormally.

#### **44. LICENSE AND PERMITS**

The Supplier shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Supplier shall comply with all laws in force in India. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Supplier. The Supplier shall indemnify and hold harmless Purchaser from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel.

#### **45. AGREEMENT**

The successful Bidder shall execute an agreement on non-judicial stamp paper of value Rs 100/- (stamp duty to be paid by the Bidder) within 15 working days from the date of intimation from the Tender Inviting Authority informing that his tender has been accepted.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. DEFINITIONS**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) "The Goods" means all the products, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;
- (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, covered under the contract;
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the Organization purchasing the Goods, as named in SCC;
- (h) "The Supplier" means the individual or firm supplying the Goods under this Contract;
- (i) "Day" means calendar day.
- (j) "Delivery period" means the period applicable upto completion of supply of goods by the supplier at the required site mentioned in Notification of award/ Letter of Indent/ Purchase order and accepted by the Purchaser.

### **2. APPLICATION**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. STANDARDS**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

### **4. USE OF CONTRACT DOCUMENTS AND INFORMATION**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the supplier's performance under the Contract if so required by the Purchaser.

### **5. SUBCONTRACTS**

The supplier shall notify the Purchaser in writing of all subcontracts awarded under the

contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

## **6. CONTRACT AMENDMENTS**

- 6.1 Subject to GCC Clauses, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **7. PATENT RIGHTS**

- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.
- 7.2 Any product related cases shall be handled and connected expenses therewith shall be borne by the Supplier only.

## **8. INSURANCE**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

## **9. CHANGE ORDERS**

- 9.1 The Purchaser may at any time by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:
- (a) The method of shipping or packing
  - (b) The place of delivery; or
  - (c) The services to be provided by the Supplier.

## **10. ASSIGNMENT**

- 10.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **11. TERMINATION BY DEFAULT**

- 11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the Purchaser, or
  - (b) If the Supplier fails to perform any other obligation(s) under the contract.
- 11.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract till such time.

## **12. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **13. APPLICABLE LAW**

The Contract shall be interpreted in accordance with the laws of the Union of India.

### **14. NOTICES**

- 14.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.
- 14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **15. TAXES AND DUTIES**

Supplier shall be entirely responsible for all taxes, duties, license fees, octroi etc., incurred until delivery of the contracted Goods to the Purchaser.

### **16. PACKING**

- 16.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit. Packing shall adhere to conditions stipulated in Technical specification.
- 16.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser

### **17. DELIVERY AND DOCUMENTS**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Letter of Indent / Notification of Award / Purchase order. The details of dispatching and/or other documents to be furnished by the Supplier are specified in SCC, if any.

**Delivery should be on FOR basis at any location in PAN India**

### **19. RESOLUTION OF DISPUTES**

- 19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

### **Special Conditions of Contract (SCC)**

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

**There are no special conditions or contract for this EOI and all other conditions mentioned in other sections stands valid.**

**SELF - DECLARATION****EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products****EOI No. -----**

To,

AGM (Marketing)

Dear Sir,

We certify that We or our Principal Manufacturer (if applicable), have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services and or convicted by any court of law, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to bidder(s) and the Purchaser shall be entitled to reject our BID for the product quoted, submitted by us against this EOI.

Also certify that the quoted products possess relevant quality assurance certification issued by the concerned authorities for all the offered products.

We hereby guarantee that the products supplied by our company are not spurious and we further guarantee not to supply any sub-standard or spurious products.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India / Drug Controller, our BID will be considered as Non-responsive.

We hereby declare that the facts furnished for the purpose of this EOI are correct and true to the best of our knowledge. We are well aware that any discrepancy in the same makes us liable for disqualification / debarment / appropriate action by the bidder(s).

Date:  
Place:Signature:  
Name:  
Designation:  
Seal:

**BID FORM**

Ref:

Date:

To,

AGM (Marketing)

Dear Sir,

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products**

**EOI No. -----**

Having examined the Bidding Documents, including Addenda Nos. [Insert numbers], the receipt of which is hereby acknowledged, we, the undersigned, offer our services in full conformity with the Bidding Documents.

We undertake that in case our bid is accepted, we shall commence work and shall make all reasonable endeavor to achieve contract acceptance.

We agree to abide by this bid, which, in accordance with consists of this letter, letter of authorization, documents establishing conformity, and Attachments through [specify: the number of attachments] to this Bid Form, 5 years from the date of empanelment which may be extendable upto 2 more years based on satisfactory performance and mutual agreement and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

In case a formal final Contract is not prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We, the bidder(s) shall indemnify, defend and hold harmless Government of India, IMPCL, its Affiliates, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all loss, damage, claim, injury, cost or expenses (including without limitation reasonable attorney's fees), incurred in connection with third Party claims of any kind that arise out of or are attributable to (i) Manufacturer's/bidder(s) breach of any of its warranties, representations, covenants or obligations set forth herein or (ii) the negligent act or omission of the Manufacturer/bidder(s). (iii) any product liability claim arising from the gross negligence or bad faith of, or intentional misconduct or intentional breach of this Contract by bidder(s) or any affiliate.

We agree to all terms and conditions of the Bid Document and subsequent amendments.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

**UNDERTAKING LETTER FOR REPLACEMENT OF COMPLAINT/DEFECTIVE GOODS**

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products**

**EOI No. -----**

To,

AGM (Marketing)

Dear Sir,

We hereby confirm and assure you, that the products supplied by us will meet all the quality standards and even if any quality complaint arises, we (name-----) take the responsibility to take back the complaint batches and replace and deliver fresh batch to IMPCL stores/ warehouse/CFA's/Location as per PO free of cost within 15 days of time. We (name-----) shall also bear the transportation charges for collecting back the compliant/rejected batches or goods and the transportation charges incurred for making the replacement.

Signature\_\_\_\_\_

Name\_\_\_\_\_

Designation and Common Seal

Station\_\_\_\_\_

Date\_\_\_\_\_

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products**

EOI No. -----

**Category details of organization**

SL No.	Description	Yes/No
1.	*Whether the organization belongs to the MSME category	
2.	*If yes whether the organization belongs to MSE category	
3.	*Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	*Whether the MSE organization belongs to woman entrepreneur.	
5	Whether the MSE organization is registered under MSE Type of Enterprise ' <b>Manufacturer</b> '	

**\*Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

**\*The Udyog Aadhar no of the bidder(s) .....**

**(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)**

Date:

Signature of the bidder(s):

Place:

Name with seal:

Designation:

Address:

To,

AGM (Marketing)

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products**

EOI No. -----

**INDEMNITY CERTIFICATE**

Dear Sir,

As a supplier to IMPCL, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and IMPCL ,its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or the manufacture of the products or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

Dated this [insert: number] day of [insert: month], [insert: year].

Signature.....

Name.....

Full Address with contact person Name, Phone number and Email

Designation and Common Seal...

**Performance Bank Guarantee Format**

To: \_\_\_\_\_ (Name of Purchaser)

**WHEREAS** \_\_\_\_\_ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ 20\_\_ to supply \_\_\_\_\_ (Description of Goods and Services) (hereinafter called "the Contract").

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of \_\_\_\_\_ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of \_\_\_\_\_ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature and Seal of Guarantors

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ 20\_\_

Address: \_\_\_\_\_

**PRICE BID**Annexure for Product QuotationRFQ No.:RFQ Date:Name of Bidder:**Section A: Mini Snacks**

<u>S. No</u>	<u>Description</u>	<u>Unit</u>	<u>Ingredients</u>	<u>Quantity</u>	<u>Cost per unit (₹)</u>	<u>GST (₹)</u>	<u>Total Cost ₹</u>
1	<u>Moringa/Millet Thepla (small 2 pcs) 4inch diameter: 20gms each</u>	<u>1 pkt</u>		<u>10,000 Units</u>			
2	<u>Protein Bar (Peanut Chikki): 25 gms</u>	<u>1 bar</u>		<u>10,000 Units</u>			
3	<u>Kokum Sharbat (tetra packed): 150 ml</u>	<u>1 bottle</u>		<u>10,000 Units</u>			
4	<u>Moringa/Millet Namkeen 20gms</u>	<u>1 pkt</u>		<u>10,000 Units</u>			
<b><u>Total Value</u></b>							

Total cost of One Curated Pack of above 4 items with standard packing Rs.

(in words):

**Note: Price bid in Annexure-7 (Section- A, B & C) should not be submitted in technical bid. If the price bid is submitted in technical bid, the bid will be rejected.**

## Section B: Lunch Packets for Meeting

<u>S. No</u>	<u>Description</u>	<u>Unit</u>	<u>Ingredients</u>	<u>Quantity</u>	<u>Cost per unit</u> <u>(₹)</u>	<u>GST (₹)</u>	<u>Total Cost ₹</u>
<u>1</u>	<u>Moringa/Millet Thepla (2 pcs) 6inch diameter: 25gms each</u>	<u>1 pkt</u>		<u>10,000 Units</u>			
<u>2</u>	<u>Moringa Achar/Butter: 15 gms</u>	<u>1 small jar</u>		<u>10,000 Units</u>			
<u>3</u>	<u>Kokum Sharbat (tetra packed): 150 ml</u>	<u>1 bottle</u>		<u>10,000 Units</u>			
<u>4</u>	<u>Protein Bar (Peanut Chikki) :25 gms</u>	<u>1 bar</u>		<u>10,000 Units</u>			
<u>5</u>	<u>Moringa/Millet Namkeen 20gms</u>	<u>1 pkt</u>		<u>10,000 Units</u>			
<b><u>Total Value</u></b>							

Total cost of One Curated Pack of above 5 items with standard packing Rs. \_\_\_\_\_

(in words): \_\_\_\_\_

### **Section C: Lunch Packets for Event**

<b><u>S. No</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Ingredients</u></b>	<b><u>Quantity</u></b>	<b><u>Cost per unit</u></b> <b><u>(₹)</u></b>	<b><u>GST (₹)</u></b>	<b><u>Total Cost ₹</u></b>
<u>1</u>	<u>Ready to Eat</u> <u>Moringa/Millet</u> <u>Khichdi: 150gms</u>	<u>1 box</u>		<u>10,000</u> <u>Units</u>			
<u>2</u>	<u>Moringa/Millet Thepla</u> <u>(2 pcs) 6inch diameter:</u> <u>25gms each</u>	<u>1 pkt</u>		<u>10,000</u> <u>Units</u>			
<u>3</u>	<u>Moringa Achar/Butter</u> <u>: 15 gms</u>	<u>1 small jar</u>		<u>10,000</u> <u>Units</u>			
<u>4</u>	<u>Kokum Sharbat (Tetra</u> <u>Packed): 150 ml</u>	<u>1 bottle</u>		<u>10,000</u> <u>Units</u>			
<u>5</u>	<u>Protein Bar (Peanut</u> <u>Chikki): 25gms</u>	<u>1 bar</u>		<u>10,000</u> <u>Units</u>			
<b><u>Total Value</u></b>							

Total cost of One Curated Pack of above 5 items with standard packing Rs. \_\_\_\_\_  
(in words): \_\_\_\_\_

**Instructions:**

- The price should be quoted only in Indian currency.
- In case of discrepancy between unit price and total price, the unit price shall prevail.
- Only total landed cost per unit considered for rate comparison.

**Name:**

**Designation:**

**Business Address:**

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products****EOI No. -----**

Sl No	PARTICULAR OF DOCUMENT	ATTACHED / NOT ATTACHED	PAGE NO	Remarks
1	Forwarding letter indicating the submission of Technical documents along with check list of document			
2	EMD/ Bid Fee - copy of the NEFT/RTGS details			
3	EOI document duly signed and stamped in all pages along with corrigendum (if Any)			
4	Duly attested copies of factory license/ manufacturing license/ Industrial license, sales tax registration and documents to prove the legal status, place of registration and principal place of business of the undertaking			
5	Authenticated copy of the Memorandum of Association/Articles of Association / Partnership deed etc. and certificates of incorporation/ registration of the organization with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor			
6	Copy of Balance sheet and audited annual accounts (financial statements) duly certified by a chartered accountant.			
7	bidder(s) should have average annual turnover of Rs. 15 Crores and above during the last 3 financial years. Balance Sheet, ITR of last three years & Turnover certificate from CA to be submitted			
8	The bidder(s) must have minimum 3 years of experience in food supply chains, food safety and quality management, or technology-enabled logistics in the FMCG, agri-food, or allied sectors.			
10	Copy of Recent Non conviction certificate			
11	Organization Structure and Profile of Senior personnel and man power details of the company			
12	Copies of Purchase order, Invoices and payment receipts for proving the experience.			
13	Power of Attorney in stamp paper (of appropriate value) duly notarized authorizing the signatory to sign the bids and transact business.			
14	Annexure 1 - Self Declaration			
15	Annexure 2 - Bid Form			
16	Annexure 3 - Under taking letter for replacement of complaint / defective goods			
17	Annexure 4 – Category details of Organization			
18	Annexure 5 - Indemnity Certificate			
19	Annexure 8 - Check List			
20	Annexure 9- Compliance To Rule 144 (XI) of GFR 2017 (Self Declaration)			
21	Annexure 10 - Make In India Preference (Self Declaration)			
22	Annexure 11 – Manufacturing Capacity			
23	Copy of PAN Card, GST Certificate, Manufacturing License, FSSAI License			
24	Copy of Udyog Aadhaar, in case of MSME bidder(s)			

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products**

EOI No. -----

**SELF DECLARATION – COMPLIANCE TO RULE 144 (XI) OF GFR 2017**

We,

.....  
.....  
.....

**(Include name and address of the bidder(s))**

Hereby declare that we are eligible to bid for the EOI: .....

**(Include EOI number and date)**

As per the eligibility stipulated by Government Order no F.No.6/18/2019-PPD dated 23-July-2020 inclusive of the latest amendments regarding insertion of rule 144(Xi) in the General Financial Rules (GFR) 2017, issued by Ministry of Finance, Government of India.

We are aware that any bidder(s) indenting to participate in this EOI who is from a country which shares a land border with India will be eligible to bid in this EOI only if the bidder(s) is registered with Competent Authority as per the GO.

Date:

Signature of the bidder(s):

Place:

Name with seal:

Designation:

Address:

**EOI: Empanelment for the Manufacture and Supply of Ayush-Satvik Aahar Products****SELF DECLARATION – MAKE IN INDIA PREFERENCE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of EOI, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against EOI No\_\_\_\_\_. Details of location at which local value addition will be made is as follows:

S. No.	Name of the item	Details of the location(s) at which local value addition made	Percentage of local content
1			
2			
3			
4			
5			
6			
7			

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder(s) or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

**Manufacturing Capacity**

We, \_\_\_\_\_ declare that our manufacturing plant situated at \_\_\_\_\_ can manufacture the following sizes :-

S. No	Type of Product	Category (RTE or RTC)	Monthly Production Capacity in Tons
1			
2			
3			
4			
5			
6			

Authorized Signatory