

REQUEST FOR PROPOSAL (RFP)

Tele : 2630 6007

PRIORITY
Armed Forces Medical College
(Central Medical Stores)
Pune - 411 040.

File No. 327/CMS/LP/RE/2015-16/

10 Sep 2015

INVITATION OF BIDS FOR SUPPLY OF EXPENDABLE MEDICAL ITEMS AS PER PART II SRL. NO. 17

REQUEST FOR PROPOSAL (RFP) NO. 006/2015-16 DATED 10 SEP 2015

1. Bids in sealed cover are invited for supply of item(s) listed in Part III of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-
 - a) Bids/queries to be addressed to : Commandant, AFMC, Pune.
 - b) Postal address for send the Bids : Commandant, AFMC, Sholapur Road, Pune – 411 040.
 - c) Name/designation of the contact personnel : **Brig VS Nijhawan,**
Presiding Officer, PC (DGLP),
AFMC, Pune.
 - d) Telephone number of the contact personnel : 020 2630 6007.
 - e) e-mail id of contact personnel : cmsafmcpune@gmail.com
 - f) Fax number : 020 – 26363301
3. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any state. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART – I (GENERAL INFORMATION)

4. **Last Date and time for depositing the Bids : 22 SEP 2015** by 1400 hrs.

The sealed bids should be deposited / reach by due date and time. The responsibility to ensure this lies with the Bidder.

5. **Manner of depositing the Bids** : Sealed Bids should be either dropped in the Tender Box marked as **CMS Tender Box** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non – delivery / non – receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency)

6. **Time and date of opening of Bids : 1430 hrs on 22 SEP 2015**

(If due to any exigency, the due date for opening the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day / time as intimated by the buyer)

7. **Location of the Tender Box : Office of the Col i/c Adm Office HQ Coord, AFMC Pune**

Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender box will be rendered invalid.

8. **Place of opening of the Bids : Dept of Pathology, AFMC, Pune – 411 040**

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rate and important commercial / technical clauses quoted by all the Bidders will be read out in the presence of the representative of all the Bidders. This event will not be postponed due to non-presence of the Bidders' representative.

9. **Forwarding of Bids** : Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFP Account if applicable, etc and complete postal & e-mail address of their office.

10. **Clarification regarding contents of the RFP** : A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarification sought not later than 05 (five) days prior to the opening of the Bids. Copies of the query and clarification by the purchases will be sent to all prospective bidders who have received the bidding documents.

11. **Modification and Withdrawal of Bids** : A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified.

12. **Clarification regarding contents of the Bids** : During evaluation and comparison of bids, the Buyer may at its discretion, ask the bidder for clarification of this bid. The requests for clarification will be given in writing and no change in prices or substance of the bill will sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

13. **Rejection of Bids** : Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with deposition of bid security or recovery from performance guarantee. Conditional tenders will be rejected.

14. **Unwillingness to quote** : Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in his RFP.

15. **Validity of Bids** : The Bids should remain valid till **three months** from the opening of / last date of submission of the Bids.

16. **Earnest Money Deposit** :

- (a) The bidders should furnish the bid security along with their bids.
- (b) Amount of bid security is **Rs. 27,000/-** (Rs. Twenty Seven Thousand Only) i.e. 2% of approximately total cost of RFP.
- (c) **Form of Bid Security**: The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business, as per Form DPM-13 (copy enclosed)
- (d) **Validity of the Bid Security**: The bid security is to remain valid for a period of forty-five days beyond the final bid validity period.
- (e) **Refund of Bid Security of Bidders**: Bid securities of the unsuccessful bidders will be returned after expiry of the final bid validity or before the 30th day after the award of the contract. The Bid Security of the successful bidders should be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract.

Part II – Essential Details of Items Required

17. Schedule of Requirements – List of items required is as follows :

Sr. No.	NIV No.	Nomenclature	A/U	Qty
1	NIV	Cell pack (Compatible to Sysmex XT 2000i blood cell counter) (Pack size of 20 ltrs)	Pkt	28
2	NIV	Stromatolyser 4DL (Compatible to Sysmex XT 2000i blood cell counter) (Pack size of 5 ltrs)	Pkt	06
3	NIV	Stromatolyser 4DS (Compatible to Sysmex XT 2000i blood cell counter) (Pack size of 3 x 42ml)	Pkt	06
4	NIV	Stromatolyser FB (Compatible to Sysmex XT 2000i blood cell counter) (Pack size of 5 ltrs)	Pkt	06
5	NIV	Cleaner (compatible to Sysmex XT 2000i blood cell counter) (Pack size of 50ml)	Bottle	06
6	NIV	E Check control (High Low normal) (compatible to Sysmex XT 2000i blood cell counter) (Pack size of 3 x 1.5ml)	Kit	04
7	NIV	ABX Diluting fluid (Compatible to ABX MICROS ES-60)	Pkt	06
8	NIV	lyse bio (Compatible to ABX MICROS ES-60)	Bottle	06
9	NIV	Cleaner (Compatible to ABX MICROS ES-60)	Bottle	06
10	NIV	E Check control (High low normal) (Compatible ABX MICROS ES – 60)	Kit	04
11	NIV	RET Search II Diluent & Dye (compatible to Sysmex XT 2000i blood cell counter) (Pack size of 1000 ml)	Pack	04
12	NIV	Human serum ferritin Elisa kit	Kit of 96 Tests	06
13	NIV	Kit for Occult blood	Kit of 50 Test	06
14	NIV	Para check for PV and PF	Kit of 50 Test	06
15	NIV	Glucose- 6- Phosphate Dehydrogenase test kit (offered & accepted pack size – 1x12 tests)	Kit of 10 tests	06
16	NIV	NSE (Non-specific esterase)	Kit of 10 Tests	02
17	NIV	NAP(NEUTROPHIL ALKALINE PHOSPHATES)	Kit of 10 tests	02
18	NIV	Stain may Grunwald	Gm	200
19	NIV	Wrights' powder (GURR) for microscopic stain	Bottle of 50 gm	02
20	NIV	Disposable (Westergren) ESR Tube	Nos	600

(Total Twenty Items Only)

18. **Technical Details :**

- (a) Purpose of the Local Purchase of the items mentioned in Part – I is to meet the requirement of this unit for management of entitled patients.
- (b) Rates quoted must be from firms registered/approved by the Defence establishments. Rates quoted must be from reputed firms having three years marketing and manufacturing experience with annual turnover of 20 crores for the last three years.
- (c) Vendors are instructed to quote the products of the manufacturers as mentioned against each item in the Res. If no manufacturing firm has been mentioned in the RE, vendors are required to quote the manufacturing firms only out of the approved list mentioned in RE. Following must be ensured :-
- (i) Quotations must have the all the details of the manufacturer, MRP, Brand Name, hospital/institutional rates, the rates offered to this institution.
 - (ii) Each item should have minimum 5/6th shelf-life at the time of supply. Failing which the item will not be accepted and the defaulting bidder may be delisted for the given range of item as mentioned in this RFP.
 - (iii) All the quotations should be typed and in duplicate.
 - (iv) Supply of tablets/capsules will be accepted in blister pack/strips only.
 - (v) Items requiring cold chain maintenance should be supplied along with ice packs/appropriate containers.
 - (vi) PCDA (SC) Pune will make payment through ECS/NEFT.
 - (vii) The items will be quoted and supplied as per A/U, size, weight, volume and measurement mentioned above against each item in Part-II.
 - (viii) Only one manufacturer will be quoted. Quoting more than one manufacturer will make the quotation invalid.
 - (ix) The vendor will be responsible for correctness of quotations and their meeting the requisite QR as laid out in this rate enquiry.
 - (x) Any discrepancy found at a later date will result in non-payment of the bills.
 - (xi) Supply should be ensured within the stipulated period mentioned in the supply order.
 - (xii) All surgical dressing material to be conforming to standards as mentioned in Drugs & Cosmetics Rules 1945.
 - (xiii) All chemicals have UFFDA/EU/EPA approval.
- (d) The supplier will replace any item found defective or unlikely to be consumed within its shelf life. Undertaking for the same is required.
- (e) The rates offered will be clearly mentioned for each firm and must be inclusive of all taxes. The rate of tax/VAT will also be mentioned in the quotation.
- (f) Authentic authority letter of dealership from manufacturer for AFMC, Pune for the year 2015-16 for the item quoted is required to be submitted along with the quotations.
- (g) NABL/DGQA Certificate for the item is required to be submitted at the time of supply in case the cost of drugs is more than Rs. 1,50,000/-
- (h) Performance Bank Guarantee (PBG) clause will be invoked for Non Supply of items as per the supply order.
- (j) **Delivery Period :** Delivery period for supply of items would be **21 days** from the effective date of contract i.e. issue of supply order. Delivery period will be 60 days in case of imported items, proof of import will be attached. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Commandant, only on written application with applicability of LD clause.
- (k) The Delivery is to be made at the Consignee's site mentioned in the contract. The item will be transported and delivered in safe and secured packages/containers at the supplier's cost, at the temperature required for that particular item, including cold chain where applicable. Proof of purchase is required to be procured at the time of delivery.
- (m) Price quoted should be for single unit and the word 'NQ' to be mentioned against the items not quoted.
- (n) The rates are valid for 180 days. Repeat Order will be placed for half qty and within 6 months of initial supply order.
- (o) The DGLP committee/Board of officers have the right to reject the quotation if it is not received as per specifications mentioned in the RFP.
- (p) Items should be for free door delivery at Central Medical Stores, AFMC, Pune – 411 040.

20. **INCOTERMS for Delivery and Transportation** – (“E”/“F”/“C”/“D” Terms)

Unless otherwise specifically agreed to by the Buyer and the Seller and incorporated in the contract, the applicable rules & regulations for transportation of goods from foreign countries will be as per the contemporary version of International Commercial Terms (INCOTERMS) evolved by International Chamber of Commerce, Paris.

21. **Consignee details** : Commandant, Central Medical Stores, AFMC, Pune – 411 040.

Part III – Standard Conditions for RFP

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer, Failure to do so may result in rejection of the Bid submitted by the Bidder.

22. **Law** : The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

23. **Effective Date of the Contract** : The contract shall come into effect on the date of signature of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

24. **Arbitration** : All disputes of differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (available in MoD website and can be provided on request)

25. **Penalty for use of Undue influence** : The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any in relation to the obtaining or execution of the present contract or any other contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present contract or any other contracts with the Government of India. Any branch of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominees to the effect that a branch of the undertaking had been committed shall be final and binding on the seller, Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

26. **Agents/Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the Buyer, The Seller will also be debarred from entering into any supply contract with the Government of India for a minimum period of five years.

The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

27. **Access to Books of Accounts** : In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relation to Agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

28. **Non-disclosure of Contract documents** : Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

29. **Liquidated Damages** : In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, Supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

30. **Termination of Contract** : The Buyer shall have the right to terminate this contract in part or in full in any of the following cases :-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (three months) after the scheduled date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (six months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

31. **Notices** : Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

32. **Transfer and Sub-letting** : The seller has no right to give, bargain, sell assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

33. **Patents and other Industrial Property Rights** : The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

34. **Amendments** : No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend the present contract.

35. **Taxes and Duties** :

In respect of Indigenous bidders

General

1. If Bidder desires to ask for excise duty or sales tax/VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such changes and no claim for the same will be entertained.
2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the price quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

3. If a Bidder chooses to quote a price inclusive of any duty/tax and does not should confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offer summarily.
4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to tare/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the seller.

Excise Duty

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.
2. Bidders should note that in case any refund of excise duty is granted to them by excise authorities in respect of stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.
3. The seller is also required to furnish to the paying Authority the following certificates :
 - (a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the seller during three months immediately preceding the date of the claim covered by the relevant bill.
 - (b) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts also indicating details of such refunds/applications, if any.
 - (c) A certificate along with the final payment bills of the seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.
 - (d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authorities was obtained by the seller after obtaining reimbursement from the paying Authority, and if the same is not immediate refunded by the Seller to the paying Authority giving details and particulars of the transactions, paying authority will have full authority to recover such amount from the seller's outstanding bills against that particular contract or any other pending government contracts and that no dispute on this account would be raised by the seller.
4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of excise duty on raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contracts.

Sales Tax / VAT

1. If it is desired by the Bidder to ask for Sales Tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.
2. On the Bids quoting sales tax extra, the rate and the nature of sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Department against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levels of local bodies, the local Town/Municipal Body regulations. At times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/ Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.
2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws / notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

36. **Pre – Integrity Pact Clause** : Not applicable.

Part IV – Special Conditions of RFP

The bidder is required to give confirmation of their acceptance of the Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

37. **Performance Guarantee**

(a) **Indigenous cases** : The Bidder will be required to furnish a Performance Guarantee by the way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd., or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

38. **Repeat Order Clause** : The contract will have a Repeat order clause wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply / successful completion of this contract, the cost, terms and conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the buyer to place the Repeat order or not.

39. **Option Clause** : The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the buyer to exercise this option or not.

40. **Tolerance clause** : To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to _____% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
41. **Payment Terms for Indigenous Seller** : It will be mandatory for the Bidder to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents.
42. **Advance Payments** : NO advance payment (s) will be made.
43. **Paying Authority** :
- a. Indigenous Sellers : (Name and address, contact details). The payment of bills will be made on submission of the following documents by the seller to the paying Authority through Commandant, AFMC, Pune – 40 along with bill.
- i. Ink-signed copy of contingent bill / seller's bill.
 - ii. Ink-signed copy of commercial invoice / seller's bill.
 - iii. Copy of Supply Order / Contract with U. O. number and date of IFA's concurrence, where required under delegation of powers.
 - iv. CRVs in duplicate.
 - v. Inspection note.
 - vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate. Octroi receipts, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries etc as applicable.
 - vii. Exemption certificate for Excise duty / Customs duty, if applicable.
 - viii. Guarantee / Warranty certificate.
 - ix. Performance Bank guarantee / Indemnity bond where applicable.
 - x. DP extension letter with CFA's sanction, U. O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
 - xi. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order / contract).
 - xii. Any other document / certificate that may be provided for in the supply order/ contract.
44. **Fall Clause** : The following Fall clause will form part of the contract placed on successful bidder
- a. The price charged for the stores supplied under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the stores or offer to sell stores of identical description to any persons / organization including the purchaser or any department of the central government or any department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply order placed during the currency of the rate contract is completed.

b. If at any time, during the said period the seller reduces the sale price, sells or offer to sell such stores to any person / organization including the buyer or any Dept.of Central Govt. or any Department of the State Government or any statutory undertaking of the chargeable under the contract, they shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

c. The seller shall furnish the following certificate to the paying authority along with each bill for supplies made against the rate contract. "We certify that there has no reduction in sale price of the stores of description identical to the stores supplied to the government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of central government or any department of state government or any statutory undertaking of central / state government as the case may be up to the date of bill/the date of completion of supplies against all supply order placed during the currency of the rate contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub-para (ii) above details of which are given below _____".

45. **Risk & Expense clause** :

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the store or any installment thereof, the Buyer shall after granting the seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or same or similar description to make good :-

a) Such default.

b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

4. Any excess of the purchase price, cost of manufacturer, or value of any stores produced from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed _____ % of the value of the contract.

46. **Force Majeure Clause**

a. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of state authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstance the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under the contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a chamber of commerce (Commerce & Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserve the right to terminate the contract totally or partially upon giving prior written notice of 30 (Thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
47. **Earliest Acceptable Year of Manufacture** : Year of signing of Supply Order / Contract. Quality / Life certificate will need to be enclosed with the Bill.
48. **Packing and Marking** : The following packing and marking clause will form part of the contract placed on successful Bidder –
- a. The seller shall provide packing and preservation of the equipment and spares / goods contracted so as to ensure their safety against damage in the conditions of land, sea and Air transportation, and transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers. Which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork life truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.
49. **Quality** : The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this contract shall be new i.e. not manufactured before (year of contract), and shall incorporate all the latest improvement and modifications thereto and spares of improved and modified equipment are backward and integrated and interchangeable with same equipment supplied by the seller in the past if any, The seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.
50. **Claims** : The following Claims clause will form part of the contract paced on successful Bidder –
- a. The claims may be present either : (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the packing list / insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.
- b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the seller as per Form DPM-22 (Available in MoD website and can be given on request).
- c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).
- d. The description and quantity of the stores are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claims at the seller's office, subject to acceptance of the claims by the seller. In case no response is received during this period the claim will be deemed to have been accepted.
- e. The seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

51. **Warranty** :

- a. The following warranty will form part of the contract placed on the successful bidder –
 - i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores, articles sold / supplied to the Buyer under this contract shall be of the best quality and workman-ship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in contract. The seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/stores/articles to the Buyer or 15 months from the date of shipment/dispatch from the seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods / stores / articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the seller and the buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the buyer such compensation as may arise by reasons of the breach of the warranty therein contained.

Part V – Evaluation Criteria & Price Bid Issue

52. **Evaluation Criteria** – The broad guideline for evaluation of Bids will be as follows :

- a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP, both technically and commercially.
- b. The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at Para 53 below. The consideration of taxes and duties in evaluation process will be as follows :
 - i. In case where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids.
 - ii. The bidders are required to spell out the rates of customs duty, excise duty, VAT, service tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of customs duty/excise duty/VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tender. If a bidder chooses to quote a price inclusive of any duty and do not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offer summarily. If a bidder is exempted from payment of customs duty/excise duty/VAT duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of customs duty/Excise duty/VAT, it should be brought out clearly.
 - iii. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless

iv. In such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fall to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the applies to customs duty and VAT also.

c. If there is a discrepancy between the unit prices and the total prices that is obtained by multiplying the unit prices and quantity, the unit price will prevail and the total price will be corrected. If there is discrepancy between words and figures, the amount in words will prevail for calculation of price.

d. The buyer reserves the right to evaluate the offers received by using discounted cash flow method at a discounting rate of ___ %. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

e. The lowest acceptable bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the buyer. The buyer will have the right to award contracts to different bidders for being lowest in particulars items. The Buyer also reserves the right to Apportionment of Quality, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

f. Any other criteria as applicable suit a particular case.

53. **Price Bid Format** : The price bid format is given below and bidders are required to fill this up correctly with full details. The price of the items should be for delivery of items at AFMC, (CMS), Pune – 40 at the cost of the supplier.

Sr. No.	PVMS/ NIV No.	Nomenclature	A/U	Manufactured by	Marketed by	MRP	Rate offered to AFMC, Pune	VAT/ ST/ Excise etc	Net price for one unit

Signature of Vendor with Seal & Date

Sd/-
(VS Nijhawan)
Brig
Presiding Officer, PC (DGLP)

10 Sep 2015

EMD Bank Guarantee format

Whereas(hereinafter called the "Bidder") has submitted their offer dated.....for the supply of
(hereinafter called the "Bid") against the Buyer's Request for proposal No.
KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the "Buyer") in the sum of
.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch