

Rate Enquiry no. **4522/2014/Micro/AFMRC/RE-01/2015**

12 Oct 2015

To:

RATE ENQUIRY

- Kindly forward your lowest quotation in respect of the items indicated below.
- Your quotation should be put in the tender box in duplicate in a sealed cover marked **Rate Enquiry No 4522/2014/Micro/AFMRC/RE-01/2015 date 12 Oct 2015 due on 26 Oct 2015** and should reach on or before the **due date 26 Oct 2015 by 1200 hrs**. The Tender Box marked 'AFMRC' is kept in the office of the Col I/C Adm of this College. Tender will be opened at 1400 hrs on **26 Oct 2015**. If you are unable to quote, please forward a regret note. Your representative is welcome to be present at the time of opening of the tender.
- Your quotation should bear your CST/BST/VAT number. Rates should be valid for minimum 120 days from date of quotation. The tax and rate of tax should also be mentioned in your quotation. Since this rate enquiry is for research purposes the names of reputed/standard manufacturers is also given.
- Rate should be for free delivery at the Armed Forces Medical College, Pune-40. Tender sample will be called for if necessary. Please quote the rate for the item specified only; otherwise the offer will be rejected without any intimation.

S.No	Item & Description	Suggested Manufacturers	A/U	Rate	Tax (with rate of	Final Rate (incl Tax)
1.	Sulphuric acid	HiMedia, Oxford, Sigma	Ltr			
2.	Basic fuchsin	HiMedia, Sigma, Oxford	Gms			
3.	Phenol	HiMedia, Sigma, Titan	Gms			
4.	N-acetyl-L-cysteine	B D, Tarsons, HiMedia	Gms			
5.	Oxalic acid	Laxbro, Coster, Greinier	Gms			
6.	Absolute alcohol	HiMedia, BD, Sigma	Lit			
7.	Concentrated HCl	HiMedia, BD, Sigma	Ltr			
8.	Sodium chloride	HiMedia, BD, Sigma	Gms			
9.	Hydrogen peroxide (H ₂ O ₂)	HiMedia, BD, Sigma	ml			
10.	Tween 80	HiMedia, BD, Sigma	ml			
11.	Slide Microscopic 25 mm x 75 mm	HiMedia, BD, Sigma	Nos			
12.	Koplin Jars (Glass)	HiMedia, BD, Sigma	Nos			
13.	Paraffin wax	HiMedia, BD, Sigma	Kgs			
14.	Sulfanilic acid	HiMedia, BD, Sigma	Kgs			
15.	Alpha naphthylamine	HiMedia, BD, Sigma	Gms			
16.	Lowenstein Jensen media base	HiMedia, BD, Sigma	Slant			
17.	Urea Crystals	HiMedia, BD, Sigma	Gms			
18.	Citrate agar base	HiMedia, BD, Sigma	Gms			
19.	MacConkey agar	HiMedia, Sigma, Oxford	Gms			
20.	Auramine O reagent	HiMedia, Sigma, Oxford	Gms			
21.	Rhodamine B reagent	Axygen, Tarson, Labcon	Gms			
22.	Glycerol	HiMedia, Sigma, Oxford	ml			
23.	Dubos Tween broth	HiMedia, Sigma, Oxford	Gms			
24.	Sodium carbonate	HiMedia, Sigma, Oxford	Gms			
25.	Thiophene-2-carboxylic Acid Hydrazide (T ₂ H)	HiMedia, Sigma, Oxford	Gms			
26.	Niacin strips	HiMedia, Sigma, Oxford	Strip			

A/U – stands for accounting unit e.g. Nos, pack of 50, pack of 100, box of 100, vial, set, gm, etc

Sd/-x-x-x
(Raghu Sriram)
Lt Col
Principal worker

REQUEST FOR PROPOSAL

(from: Lt Col Raghu Sriram, Reader, Dept of Microbiology, AFMC, Pune)

Invitation of Bids for Supply of:

S.No	Item & Description	Suggested Manufacturers
1	Sulphuric acid	HiMedia, Oxford, Sigma
2	Basic fuchsin	HiMedia, Sigma, Oxford
3	Phenol	HiMedia, Sigma, Titan
4	N-acetyl-L-cysteine	B D, Tarsons, HiMedia
5	Oxalic acid	Laxbro, Coster, Greinier
6	Absolute alcohol	HiMedia, BD, Sigma
7	Concentrated HCl	HiMedia, BD, Sigma
8	Sodium chloride	HiMedia, BD, Sigma
9	Hydrogen peroxide (H ₂ O ₂)	HiMedia, BD, Sigma
10	Tween 80	HiMedia, BD, Sigma
11	Slide Microscopic 25 mm x 75 mm	HiMedia, BD, Sigma
12	Koplin Jars (Glass)	HiMedia, BD, Sigma
13	Paraffin wax	HiMedia, BD, Sigma
14	Sulfanilic acid	HiMedia, BD, Sigma
15	Alpha naphthylamine	HiMedia, BD, Sigma
16	Lowenstein Jensen media base	HiMedia, BD, Sigma
17	Urea Crystals	HiMedia, BD, Sigma
18	Citrate agar base	HiMedia, BD, Sigma
19	MacConkey agar	HiMedia, Sigma, Oxford
20	Auramine O reagent	HiMedia, Sigma, Oxford
21	Rhodamine B reagent	Axygen, Tarson, Labcon
22	Glycerol	HiMedia, Sigma, Oxford
23	Dubos Tween broth	HiMedia, Sigma, Oxford
24	Sodium carbonate	HiMedia, Sigma, Oxford
25	Thiophene-2-carboxylic Acid Hydrazide (T ₂ H)	HiMedia, Sigma, Oxford
26	Niacin strips	HiMedia, Sigma, Oxford

Request for Proposal (RFP) No 4522/2014/Micro/AFMRC/RE-1/2015 dated 12 Oct 2015

1. Bids in sealed cover are invited for supply of items 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: **The Commandant, AFMC, Pune**
 - (b) Postal address for sending the Bids:
Dept of Microbiology, AFMC, Pune – 411040. Tele: 020-26026027
 - (c) Name/designation of the contact personnel:
Lt Col Raghu Sriram, Reader, Dept of Microbiology, AFMC, Pune
 - (d) Telephone numbers of the contact personnel:
020-26026027
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 stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – General information

1. **Last date and time for depositing the Bids: 26 Oct 2015: 1200 hrs**
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “**Tender Box, AFMRC**” 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.
3. **Time and date for opening of Bids: 26 Oct 2015; 1430 hrs**
4. **Location of the Tender Box: Office of the Col I/C Adm, AFMC, Pune – 411040**
5. **Place of opening of the Bids: Office of the Col I/C Adm, AFMC, Pune – 411040**
The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
6. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
7. **Validity of Bids:** The Bids should remain valid till four months from the last date of submission of the Bids.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required is as follows:
Name/Type of item/services/description of stores Qty required

S.No	Item & Description	Suggested Manufacturers	A/U
1.	Sulphuric acid	HiMedia, Oxford, Sigma	Ltr
2.	Basic fuchsin	HiMedia, Sigma, Oxford	Gms
3.	Phenol	HiMedia, Sigma, Titan	Gms
4.	N-acetyl-L-cysteine	B D, Tarsons, HiMedia	Gms
5.	Oxalic acid	Laxbro, Coster, Greinier	Gms
6.	Absolute alcohol	HiMedia, BD, Sigma	Lit
7.	Concentrated HCl	HiMedia, BD, Sigma	Ltr
8.	Sodium chloride	HiMedia, BD, Sigma	Gms
9.	Hydrogen peroxide (H ₂ O ₂)	HiMedia, BD, Sigma	ml
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24.	Sodium carbonate	HiMedia, Sigma, Oxford	Gms
25.	Thiophene-2-carboxylic Acid Hydrazide (T ₂ H)	HiMedia, Sigma, Oxford	Gms
26.	Niacin strips	HiMedia, Sigma, Oxford	Gms

2. **Technical Details:**
- (a) Specifications/drawings, as applicable: **as above**
 - (b) Technical details with technical parameters: **as above**
 - (c) Requirement of training/on-job training: **Nil**
 - (d) Requirement of installation/commissioning: **Nil**
 - (e) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT): **Nil**
 - (f) Requirement of Technical documentation: **Nil**
 - (g) Nature of assistance required after completion of warranty: **Nil**
 - (h) Requirement of pre-site/equipment inspection: **Nil**
 - (j) Any other details, as considered necessary: **Nil**

3. **Two-Bid System-** In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid – **Not Applicable**

4. **Delivery Period** - Delivery period for supply of items would be 15 days from the effective date of contract.

5. **Consignee details** – **Central Medical Stores, AFMC, Pune**

Part III – Standard Conditions of 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.

1. **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.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures 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.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or 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).

4. **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 act 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 favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach 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 nominee to the effect that a breach 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 other 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.

5. **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.

6. 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 relating 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.

7. 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.

8. 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.

9. 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 **01** 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 **02** months provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Taxes and Duties

a) **In respect of Foreign Bidders:** All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

b) **In respect of Indigenous bidders:**

i) **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 charges 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 prices 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 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 offers 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 rate/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 reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

ii) **Customs Duty –**

1. For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....
2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.
3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

iii) **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 Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts 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 contract.

iv) 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.

v) Octroi Duty & Local Taxes

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised 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 bylaws/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.

Part IV – Special Conditions of RFP

1. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders 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. Model mandate format for ECS/EFT is attached. No advance payment(s) will be made.

2. **Risk & Expense Clause** – 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 stores 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.

3. **Inspection Authority:** The Inspection will be carried out by **Board of Officers**. The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

4. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder –

(a) The Seller agrees to provide Product Support for the stores, assemblies/ subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of **01** years including **01** years of warranty period after the delivery of **medical stores** (name of equipment).

5. **Annual Maintenance Contract (AMC) Clause** - The Seller would provide comprehensive AMC for a period of **N.A.** years. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The AMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service:** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check ups and minor adjustments/ tuning as may be required.

(ii) **Breakdown maintenance Service:** In case of any breakdown of the equipment/ system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

(b) Response time: The response time of the Seller should not exceed **N.A.** hours from the time the breakdown intimation is provided by the Buyer.

(g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **N.A.** months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines 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 requirements of the RFP, both technically and commercially.

b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(h) 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 particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Basic cost of the item/items:

S.N	Item	Manufacturer	A/U	Unit price	Tax (with rate of tax)	Final Rate (incl Tax)
1						
2						
3						

- (b) Accessories: **Nil**
- (c) Installation / Commissioning charges: **Nil**
- (d) Training: **Nil**
- (e) Technical literature: **Nil**
- (f) Tools: **Nil**
- (g) AMC with spares: **Nil**
- (h) AMC without spares: **Nil**
- (j) Any other item: **Nil**
- (k) Is Excise Duty extra?
- (l) If yes, mention the following –
 - (i) Total value of items on which Excise Duty is leviable:
 - (ii) Rate of Excise duty (item-wise if different ED is applicable):
 - (iii) Surcharge on Excise duty, if applicable?
 - (iv) Total value of excise duty payable:
- (m) Is Excise Duty Exemption (EDE) required?
- (n) If yes, then mention and enclose the following:
 - (i) Excise notification number under which EDE can be given:
- (o) Is VAT extra?
- (p) If yes, then mention the following:
 - (i) Total value on which VAT is leviable:
 - (ii) Rate of VAT:
 - (iii) Total value of VAT leviable:
- (q) Is Service Tax extra?
- (r) If yes, then mention the following:
 - (i) Total value of Services on which Service Tax is leviable:
 - (ii) Rate of Service Tax leviable:
 - (iii) Total value of Service Tax leviable:
- (s) Is Custom Duty Exemption (CDE) required?
- (t) If yes, then mention the following:
 - (i) Custom notification number under which CDE can be given(Enclose a copy):
 - (ii) CIF value of stores to be imported:
 - (iii) Rate of Customs Duty payable:
 - (iv) Total amount of Customs Duty payable:
- (u) Octroi / Entry taxes:
- (v) Any other Taxes / Duties / Overheads / Other costs:
- (w) Grand Total:
 - (i) Excluding AMC and spares
 - (ii) Including AMC with spares
 - (iii) Including AMC without spares

Model ECS Mandate Format

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name

2. Particulars of Bank Account –

a. Bank name

b. Branch name

c. Address

d. Telephone numbers

e. IFS code

f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank

g. Account Type (S.B. Account / Current Account or Cash)

h. Ledger number

i. Ledger Folio number

j. Account number as appearing on Cheque Book

3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.

4. Date of Effect

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

(.....)

Date -

Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp: (.....)

Date:

Signature of the Authorized Official from the Bank

