

COMMANDANT, ARMED FORCES MEDICAL COLLEGE, PUNE - 411040**INVITATION OF ONLINE BIDS FOR SUPPLY OF EXPENDABLE MEDICAL STORES
OUT OF DGLP FUND**

Request for Proposal (RFP) AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018

1. Online bids are invited for supply of Expendable Medical Stores listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the hard copies of the bid to be submitted along with the online bid in sealed cover.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below.
 - (a) Hard copy of Bids/queries to be addressed to : Commandant, Armed Forces Medical College, Pune
 - (b) Postal address for sending the hardcopy of Bids : Commandant, Armed Forces Medical College, Pune
 - (c) Name/designation of the contact personnel : Brig PS Bhat
Presiding Officer, Purchase Committee (DGLP)
 - (d) Telephone numbers of the contact personnel : 020 – 26345565
 - (e) e-mail address of contact personnel : cmsafmcpune@gmail.com
 - (f) Fax number : 020 – 26345565
3. This RFP is divided into five Parts as follows:
 - (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the final qty of purchase may vary as per the user requirement at the time of placing the supply orders. 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.

Presiding Officer, Purchase Committee (DGLP)

PART I – GENERAL INFORMATION**RFP No. AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018**

Critical Dates : The critical dates with respect to the RFP No. AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018 are as follow :-

Sr. No.	Item	Date	Time
a)	Pre bid meeting	---	---
b)	Bid Publication date	04 Jun 2018	1800Hrs
c)	Bid document download date	04 Jun 2018	1800Hrs
d)	Clarification start date	05 Jun 2018	1000Hrs
e)	Clarification end date	08 Jun 2018	1000Hrs
f)	Bid submission start date	12 Jun 2018	1000Hrs
g)	Bid Submission end date	18 Jun 2018	1000Hrs
h)	Bid opening date	18 Jun 2018	1100Hrs

1. **Last date and time for depositing the Bids:**

18 Jun 2018	1000Hrs
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The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder. Both Online E-bid and the offline hard copy to be uploaded / deposited

2. **Manner of depositing the Bids:** Bids will be uploaded as e-Bids on www.eprocure.gov.in/cppp and Sealed manual Bids should be either dropped in the Tender Box marked as TENDER BOX FOR CENTRAL MEDICAL STORES (CMS) stationed at HQ Coord of this college 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).

(a) Firms are required to submit the following documents physically in the sealed tender box prior to bid submission closing date and time.

(i) Bid Security (Earnest Money Deposit) for amount of **Rs. 10,000/-** in the form of an Account Payee Demand Draft, FDR or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business to remain valid for a period of 30 days beyond the final bid validity period **duly discharged in favour of Commandant, Armed Forces Medical College, Pune** by registered bidders.

(b) E-Bid Cover- I (ONLINE).

(i) Cover- I will contain the Bids consisting of following as per the file type mentioned:-

(aa) Copy of EMD (scanned and uploaded).

(ab) Tender Conditions Acceptance Certificate : The bidder shall certify for acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appx "A"**. The certificate shall be digitally signed and uploaded by the authorized signatory. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be enclosed/uploaded.

(ac) Commercial bid in the form of “BoQ” (Bill of Quantities).

(c) **Offline Documents** – Ink signed Tender acceptance and the Original DD/FDR/Bank Guarantee of the EMD along with a print out of the BOQ consisting **MRP of the quoted products** on the official letter head of the firm will be dropped in a sealed envelope in the tender box marked as TENDER BOX FOR CENTRAL MEDICAL STORES **(CMS)** stationed at HQ Coord of this college or sent by registered post at the address given above so as to reach by the due date and time. Any online bid not supported by acceptance of tender and original DD of EMD will be invalid. Any variation in the bids submitted online and the physical bid documents submitted offline will render the bid invalid. Only online documents duly supported by DD for EMD deposited in original offline will be considered as valid.

3. **Time and date for opening of Bids : 18 Jun 2018 at 1100 Hrs.** (If due to any exigency, the due date for opening of 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).

4. **Location of the Tender Box: E-procurement portal www.eprocure.gov.in and for hard copy – HQ Coord, Armed Forces Medical College, Pune.** Bids which are received only as Hard copy after 01 Dec 2016 will be rejected.

5. **Place of opening of the Bids:** The bids will be opened at the Dept of Pathology, AFMC Pune for duly filled up originals of uploaded bids. The result of the opening of bids will be available online for all Bidders to see. The bidders may depute their representatives, duly authorized in writing to attend the opening of Quotation on the due date and time given in the NIT and RFP. Rates and important commercial/technical clauses quoted by all quotation will be read out in the presence of the Procurement Committee. This will not be postponed due to non – presence of bidders representative. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders.

6. **Forwarding of Bids** – Bids should be uploaded online on the e-portal as well as forwarded by Bidders, under their original memo / letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office, as hard copy.

(a) Submission of Original Physical Documents will be in as many covers as specified in the RFP and tender document published online. The documents specified in para 2(a) to be deposited physically will be dropped in the sealed tender box. The physical receipt of this document is mandatory.

(b) Instructions for Online Bid Submission/Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement are available at <https://eprocure.gov.in/eprocure/app>. Brief of Instructions are also attached as **Appx “B”**.

7. **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 clarifications as per the time schedule mentioned above **prior** to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission on the e-portal prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax for hard copy but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline 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. Withdrawal of a bid during this period will result in **forfeiture of Earnest Money Deposit (EMD)**, by the Bidder.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
10. **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.
11. **Unwillingness to quote:** Bidder unwilling to quote should ensure that intimation to this effect reaches before the 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 this RFP
12. **Validity of Bids:** The Bids should remain **valid till 180 days** from the last date of submission of the Bids.
13. **Earnest Money Deposit:** Bidder are required to submit Earnest Money Deposit (EMD) for amount of Rs. 10,000/- (Rupees Ten Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business (Axis Bank, HDFC Bank and ICICI Bank) as per Form DPM-16 (Available in MoD website and can be provided on request) EMD is to remain valid for a period of thirty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender

Presiding Officer, Procurement Committee (DGLP)

Part II – Essential Details of Items/Services required
LOCAL PURCHASE OF EXPENDABLE MEDICAL STORES

1. **Schedule of Requirement - List of items required is attached as Appx “D” to this Draft RFP. ~~The list of manufacturers from whom the drugs and the consumables are required to be procured by the vendor is annexed with the RFP as Appx “E”~~**

Date of opening of quotation:

18 Jun 2018	1100 Hrs
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2. **Technical Details:-**

- a) Purpose of the Local Purchase of the items mentioned in Para- I is to meet the requirement of this hospital for management of entitled patients.
- b) ~~Rates quoted must confirm to the quality requirements mentioned in Appx “E”.~~ Company quoted should have completed three years of marketing and manufacturing experience of that item and should have annual turnover of **minimum 20 Crores** in the past three years.
- c) Following must be ensured:-
 - i) Quotations must have all the details as per BOQ and the hard copy submitted should have additional details of “manufactured by” and “MRP”. **Subsequently, MRP of the product/item must be mentioned in BOQ.**
 - ii) Each item should have minimum 5/6th shelf life at the time of supply. The defaulting bidder may be delisted for the given range of item as mentioned in this RFP.
 - iii) All the quotations should be typed.
 - 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 Para-I.
 - 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 F(II), Drugs & Cosmetics Rules, 1945.
 - xiii) All consumables should have USFDA/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 applicable taxes will be mentioned clearly and separately. Further, the GST / all other taxes entered in ‘BOQ’ must be for the total quantity quoted and not per unit item or as a percentage of unit cost. The rates offered will include door step delivery.
- f) Authentic authority letter of dealership from manufacturer for the year 2018-19 for the items quoted is required to be submitted alongwith with the quotations in case same is sought by the Commandant.
- g) Standards for surgical dressings as per schedule F(II), Drugs and Cosmetics rules, 1945 will be applicable to surgical dressings of RE. A certificate to this effect will be required for validation alongwith authority letter from manufacturer in case same is sought by the procurement committee.

- h) 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/-.
- i) Performance Bank Guaranty (PBG) clause will be invoked for Non-Supply of items as per the supply order if applicable.
- j) ~~**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~~

Para of RFP specifications item-wise	Specification of item offered		

- k) **Delivery Period**- Delivery period for supply of items would be **30 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 by 15 days will be at the sole discretion of the Commandant, AFMC only on written application with applicability of LD clause. (Late Delivery charges @ 0.5% for each week or part of week subject to maximum of 10% of undelivered goods in time).
- l) 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 produced at the time of delivery.
- m) **Price quoted should be for single unit as per the nomenclature 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 quotations will be submitted along with the authorization letter from the company being quoted for. The LP Committee/Board of officers have the right to reject the quotation if is not received as per specification mentioned in the letter.
- p) Declaration of Udyog Aadhar Memorandum (**UAM**) number by the vendors on CPPP is mandatory w.e.f. 01/04/2018. The bidder who fails to submit UAM number shall not be able to avail the benefits available to Micro, Small and Medium Enterprises (**MSME**)
- q) Consignee details : The Commandant
Armed Forces Medical College,
Pune,
Maharashtra
PIN - 411040

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 disfavor 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 month)** 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 **(3 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.

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 in respect of Indigenous bidders:

(a) General

- (i) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) 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 them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by Central/State/Local governments on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such 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. Section 64-A of Sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by Central/State/Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids Bidders are required to include the same in the pricing of their product.

(b) Customs Duty

~~(i) 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.~~

~~(a) Triplicate copy of the bill of entry;~~

~~(b) copy of bill of lading;~~

~~(c) A copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licenses, 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.....~~

~~(ii) 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.~~

~~(iii) 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.~~

(c) Excise Duty

~~(i) 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.~~

~~(ii) 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.~~

~~(iii) The Seller is also required to furnish to the Paying Authority the following certificates:~~

~~(aa) 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.~~

~~(ab) 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.~~

~~(ac) 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.~~

~~(ad) 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.~~

~~(iv) 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 tendency of the contract.~~

(d) Goods and Service Tax (GST)

(i) If it is desired by the Bidder to ask for GST 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 GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST and the same is payable as per the terms of the contract.

(e) Octroi Duty & Local Taxes

(i) 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 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.

(ii) 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

The Bidder is required to give confirmation of their acceptance of 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 deposition of bid security or its recovery from performance guarantee.

1. **Performance Security Deposit:** The Bidder will be required to furnish a security deposit as per DPM 2009 para 4.7.4 or Performance 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 15 days of receipt of the confirmed order.
2. **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 & 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.
3. **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 & 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.
4. **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 **50% plus/minus increase or decrease** the quantity of the required goods upto 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.
5. **Payment terms:** It will be mandatory for the bidders to indicate their bank account numbers and other relevant E-payment details, so that the payment could be made through ECS/CST mechanism instead of cheque, wherever feasible. A copy of model mandate form prescribed by the RBI is to be submitted by the bidder for receiving payment through ECS. (Copy of form is available with this hospital) Payment will be made on 100% payment on deliver and acceptance by the user.
6. **Risk & Expense clause**
 - (a) 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.
 - (b) 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.
 - (c) 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 similar description to make good:-
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured 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 **20%** of the value of the contract.”

7. **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, Command 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 circumstances 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 this 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.

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

(d) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party here to reserves 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.

Presiding Officer, Procurement Committee (DGLP)

Part V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The bids will be evaluated for the eligibility criteria first. The bidder quoting the lowest price (exclusive of taxes and levies) which are found to be fulfilling all the eligibility and qualifying requirements of this RFP will be declared as the successful bidder. The details of the successful bidder will be uploaded on <https://eprocure.gov.in/eprocure/app>.

2. **Price Bid Format.** The under mentioned Commercial bid format is provided as BoQ.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ.xls as it is and quote their offer in the permitted column.

3. ~~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.**~~

4. **The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder online as per the BOQ Price Format given at Para 4 below.** The consideration of taxes and duties in evaluation process will be as follows:

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed.

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) GST and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

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

(iv) 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.

5 **Format for bids/quotations**

S No	Item Description	Quantity	Units	Manufactured by	"BASIC RATE In Figures To be entered by the Bidder	Details of taxes and levies	Total Amount	Total Amount in Words

Rates quoted should be for single unit and the Number '0' to be mentioned against the items not quoted. The above rates are inclusive of packing and transport charges for delivery at the purchaser's location.

(Signature of auth signatory with stamp)
Presiding Officer, Procurement Committee (DGLP)

Appendix 'A' to RFP
(Refers to para 2(b) of Part I of RFP)

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Head)

To
The Dir & Commandant
Armed Forces Medical College,
Pune - 411040

GST No. _____

SUB: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No. : RFP No. AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018

Name of Tender /Work:-**Purchase of Expendable Medical Stores**

Dear Sir,

1. I/We have downloaded /obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely: **Purchase of Expendable Medical Stores**, Tender Reference No : **AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018** as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and condition of the tender documents from Page No 01 to 15 (including all documents like annexure(s), schedule(s), etc..) which form the part of the agreement and I/We shall terms/ conditions/clauses contained therein.
3. The corrigendum(s) issued from time to time by your department /organization too has also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) /corrigendum(s) in its totality /entirely.
5. The document and its enclosures as submitted in physical form as mentioned in Para2 (a) of part I of RFP is the true copy of the documents uploaded on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>).
6. In case any provision of the tender are found violated, your department/organization shall be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely and we shall not have any claim/right against department in satisfaction of this condition.

Yours Faithfully,
(Signature of the Bidder, with
Official Seal)

INSTRUCTIONS TO THE BIDDERS

Instructions for Online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> are as follows:-

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder needs to login to the site through their user ID/password chosen during enrolment/ registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same. 6. Bidder logs in to the site through the secured log in by giving the user Id/ password chosen during enrolment/registration and then by giving the password of the eToken/SmartCard to access DSC.
7. In case of limited tender the regd dealers/ the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to "my tenders" . In case of open tenders the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
8. From "my tender" folder, the bidder selects the tender to view all the details indicated.
9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre -bid meeting if any or during the pre –bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is considered that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
13. The Bidders can upload well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then sent along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
14. Bidder, in advance, should get the bid documents ready to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However of the file size is less than 1 MB the transaction uploading time will be very fast.
15. Bidder should submit the ~~Tender Fee~~/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. While submitting the bids online, the bidder must read the terms & conditions and accept the same to proceed further to submit the bid packets.
17. The bidder has to select the payment option as offline to pay the ~~Tender FEE~~/ EMD as applicable and enter details of the instruments.
18. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. The submitted bid will not be acceptable if otherwise.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders must note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they

have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.

20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected. The tech bid acceptance will be subject to physical receipt of specified docu at the time of tech bid opening. Further, the Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids physically by the bidders under any circumstances whatsoever.

21. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

22. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.

23. After the bid submission (ie after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

24. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

25. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers or the procurement officer opens public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

29. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also to contact over phone: 1-800-233-7315 or send an mail over to – cppp-nic@nic.in.

30. All the pages of Technical-Bid and commercial-bid should have been duly signed by the bidder/auth rep and hard copy will be submitted in the office of TIA.

31. The undertaking to the effect that the terms and conditions stipulated in the tender docu are acceptable by the auth signatory of the bidders Regd firm will have to be submitted. The subject undertaking on a forwarding letter shall be uploaded on CPP portal during bidding by the bidders.

Note :- Rate to be quoted online by bidder in BOQ Excel Sheet only

BG FORM FOR EARNEST MONEY DEPOSIT (ONLY IF SUBMITTING BANK GUARANTEE)

Whereas(hereinafter called the "Bidder") has submitted their offer dated
 for the supply of **Expendable Medical Stores** (hereinafter called the "Bid") against the Buyer's Request for
 proposal No **AFMC/CMS/DGLP/RE/002/2018-19 dt. 27 Apr 2018** KNOW ALL MEN by these presents that WE
 (Name of Firm) of(Place) having our registered office at.....
 (Address) are bound unto(hereinafter called the "Buyer) in the sum of **Rupees Ten Thousand Only** 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

LIST OF ITEMS TO BE PROCURED

Sr. No.	PVMS/ NIV No.	Nomenclature	A/U	Qty Demanded
01	170272	IHC-Mouse Anti human Lambda light chains	Kit	6
02	NIV	IHC- Mouse Anti Human CD15	Vial	1
03	NIV	IHC- Mouse antihuman CD23(RTU)	Vial	3
04	NIV	IHC- Mouse antihuman CD68(RTU)	Vial	3
05	NIV	IHC- Mouse antihuman Ki-67 Atigen (MIB-1)	Vial	6
06	NIV	IHC- Mouse antihuman P53	Vial	3
07	NIV	IHC- Mouse antihuman Synaptophysin	Vial	3
08	NIV	IHC- Mouse antihuman TTF-1	Vial	3
09	NIV	IHC- Rabbit antihuman PSA	Vial	1
10	NIV	Tris wash buffer for IHC PH 7.4 – 7.6	Litre	30
11	NIV	Primary Antibody for paraffin section Desmin for IHC	Vial of 6/7 ml (RTU)	3
12	NIV	Primary Antibody for paraffin section P 16 for IHC	Vial of 6/7 ml (RTU)	3
13	NIV	Primary Antibody for paraffin section Vimentin for IHC	Vial of 6/7 ml (RTU)	3
14	NIV	IHC-Ubiquitin monoclonal antibody	Kit	1
15	NIV	Primary Antibody for paraffin section Anti MSA for IHC	Vial of 6/7 ml (RTU)	1
16	NIV	Primary Antibody for paraffin section anti C3C (RTU)	Vial of 6/7 ml	1
17	170280	IHC-Mouse Anti human Monocyte (CD-14)	Kit	1
18	NIV	IHC- Mouse antihuman CD13(RTU)	Vial	1
19	NIV	IHC- Mouse Anti Human EMA	Vial	3
20	NIV	Primary Antibody for paraffin section CD 25 for IHC	Vial of 6/7 ml (RTU)	1
21	NIV	Primary Antibody for paraffin section anti VEGF	Vial of 6/7 ml	1
22	NIV	Primary Antibody for paraffin section IDH2 for IHC	Vial	1
23	NIV	Primary Antibody for paraffin section anti HLADR (RTU)	Vial of 6/7 ml	1