

REQUEST FOR PROPOSAL (RFP)

REGD BY POST

Tele: 020-26331776

PRIORITY

Armed Forces Medical College
Hospital Administration (IT Cell)
Pune - 411 040.

3556/IT/Sty/03/2016-2017

05 Dec 2016

**INVITATION OF BIDS FOR PROCUREMENT OF STATIONERY
ITEMS UNDER IT MAJOR HEAD -2076, MINOR HEAD 110H CODE HEAD 436/01
FOR ARMED FORCES MEDICAL COLLEGE , PUNE**

1. This procurement will be carried out through the e-procurement system of NIC at URL <https://eprocure.gov.in/eprocure/app>
2. On-line bids under Limited Tender Enquiry following the Single bid system are invited for supply of items listed in **Part II** of this RFP by the **Armed Forces Medical College, Solapur Road, Pune-411040**. The tender reference Number is **3556/IT/Sty/2016-17 Dated 05 Dec 2016** and can be viewed at <https://eprocure.gov.in/eprocure/app>.
3. The address and contact numbers for sending documents or seeking clarifications regarding this RFP are given below: -
 - (a) Queries to be addressed to: **The Director & Commandant, AFMC, Pune-411040**
 - (b) Postal address for sending the physical documents
(as per Para 2 (c) of Part-I):
Armed Forces Medical College, Solapur Road, Pune-40
 - (c) Name/designation of the contact personnel:
Brig Yogesh Sharma, Presiding Offr, IT Eqpt & Sty, AFMC, Pune-40
 - (d) Telephone numbers of the contact personnel: **020-26331776**
 - (e) e-mail id of contact personnel:
pcafmc@gmail.com & hqceafmc@gmail.com
 - (f) Fax number: **020-26331776**
4. **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, manner 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 Commercial Bids.
5. This RFP is being issued with no financial commitment and the Buyer/Dir & Comdt, AFMC, Pune reserves the right to change or vary any part thereof at any stage. Dir & Comdt also reserves the right to withdraw the RFP, should it become necessary at any stage.
6. Instructions for pre-requisites to enable bidding through CPP Portal: NA

Part I – General information

1. **Critical Dates:** The critical dates with respect to the Tender Ref No. 3556/IT/Sty/03/2016-17 Dated 05 Dec 2016 are as follows:-

CRITICAL DATE SHEET				
Sl. No	Item	Date	Time	Remarks
(a)	Publishing date	07 Dec16	1500 hrs	
(b)	Document download start date	07 Dec 16	1500 hrs	
(c)	Document download end date	16 Dec16	1500 hrs	
(d)	Seek Clarification start date	07 Dec 16	1500 hrs	
(e)	Pre-bid meeting date	-	-	
(f)	Seek Clarification end date	16 Dec 16	1500 hrs	
(g)	Last date of submission of bids	16 Dec16	1500 hrs	
(h)	Bid opening date	17 Dec16	1000 hrs	

2. **Manner of Depositing the bids:**

The bids will be submitted through on-line mode of Central Public Procurement Portal (CPPP) [<https://eprocure.gov.in/eprocure/app>]. However, certain documents would be required to be submitted physically to be dropped in the tender box/sent by post at the prescribed location/address. Details are as follows:-

On-line Submission:

(a) **Cover-I:** Cover-I will contain the Bids consisting of the following documents: -

- (i) Proof of valid registration/renewal of registration, if any. *(to be scanned and uploaded)*
- (ii) PAN No., Vendor registration certificate, a copy of registration of ESIC, EPF, Service Tax, Professional Tax, (CST/VAT/TIN registration, if applicable) *(to be scanned and uploaded)*.
- (iii) Scanned copy of EMD documents.
- (iv) **Tender Conditions Acceptance Certificate:** The bidder shall certify acceptance of all the tender conditions of the online RFP and furnish a certificate as per **Appendix 'A'**. The certificate duly signed and stamped shall be scanned and uploaded. In case of any deviations, the bid will be liable to be rejected. If the certificate is signed by legally authorised signatory, a copy of the authorisation letter should be enclosed/uploaded.
- (v) Certificate of clause by clause compliance of specifications as mentioned: Not Applicable

Physical Submission:

(b) **Documents to be submitted in hard copy:** The original of following documents shall be submitted physically in a sealed envelope and dropped in the tender box/sent by post so as to reach prior to bid submission closing date & time. The responsibility to ensure this lies with the Bidder. The envelope should be super scribed with **TENDER FOR PROCUREMENT OF STATIONERY ITEMS FOR AFMC PUNE FOR THE FY 2016-17, Tender/RFP No. 3556/IT/Sty/03/2016-17 Dated 05 Dec 2016**

- (i) EMD as mentioned in Para 14 of Part I.
- (ii) DD/Banker's cheque of Tender fee (if applicable)-Rs. 250/-**(Rupees two hundred fifty only)**.



(iii) Tender conditions Acceptance Certificate (Format attached as **Appendix-'A'** to this RFP)

(iv) Downloaded Tender documents duly stamped and signed (other than price bid)

3. (a) **Location of the Tender Box: -**
IT TENDER, ARMED FORCES MEDICAL COLLEGE (HQ COORD), PUNE-411040

Note: Documents dropped in the wrong Tender Box will not be considered.

(b) The address for sending documents by post is at Para 2 (b) of covering letter.

4. **Opening of the Bids:-**

(a) The opening of the bids can be witnessed on-line by the bidders by logging into the e-procurement site at the date and time given at **Sl. No.(h) of Para 1 of Part-I.**

(b) The covers in which physical documents have been submitted will also be opened on the same date and time at **Central Procurement Committee Office, Armed Forces Medical College, Pune-411040.** The list of documents submitted will be read out in the presence of representative/s of bidders. This event will not be postponed due to non-presence of your representative.

5. **Place of Opening of the Bids : CPC, Pune 40**

6. **Bid system: Single Bid System**

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like ESIC registration No./PF registration No./Service Tax No./Shop Act Licence/PAN/Professional Tax registration No./Bank address with NEFT Account if applicable, etc. and complete postal, e-mail address & phone No. of their office are reqd to be printed on letter heads & not rubber stamped.

8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the bids. Copies of the query and clarification will be sent to all prospective bidders who have received the bidding documents.

9. **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 prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach us not later than the deadline for submission of bids. No bids 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 conclusion of the period of bid validity specified. Withdrawal of a bid during this period will result in bidders' forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Board of Officers 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.

11. **Rejection of Bids.** Bids can be rejected on violation / occurrence of following:-

(a) Due to lacking in submission of requisite certificate/documentary evidences as sought in Technical Bids as mentioned in Para 3 of Part II of RFP will be rejected.

(b) The Commercial bids of those vendors who have quoted less than the rates prescribed for the schedule of employment under the minimum wages Act 1948 will be rejected.

(c) Bid will also be rejected if any kind of nexus/ cartelisation or some vendor bidding under two separate bids etc is observed.



(d) Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD.

(e) Conditional tenders will also be rejected.

12. **Unwillingness of Quote.** Bidders unwilling to quote should intimate the same before the due date and time of opening of the bid.

13. **Validity of Bids.** The bids should remain valid for 90 days from the last date of submission of the bids or till finalization of the rate contract.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 20000/- (Rupees Twenty Thousand only)** along with their bids. The EMD may be submitted in the form of an account payee demand draft, fixed deposit receipts, bankers cheque or bank guarantee from any of the public sector banks or private bank authorised to conduct government business as per Form - DPM 16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five 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 or 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 for the same item/range of products/goods or services with the Central Purchase Organization, DGS&D, NSIC or any department of MoD or MoD itself. **The ink signed letter of such certificate issued to be produced to the Board of Officers.** 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. No separate order is required for forfeiture of bid security which follows default and should be credited at once to the Government account.

PART II - ESSENTIAL DETAILS OF ITEMS/SERVICES REQD

1. **Schedule of Requirements-** List of items/services required are as follows:

S No	Name of items	A/U	Qty required
1.	HP 12A Black LaserJet Toner Cartridge(Q2612A)	Nos	47
2.	HP 88A Black LaserJet Toner Cartridge(CC388A)	Nos	28
3.	HP 36A Black LaserJet Toner Cartridges(CB436A)	Nos	03
4.	HP 507A Black LaserJet Toner Cartridge(CE400A)	NOs	01
5.	HP 507A Yellow LaserJet Toner Cartridge(CE402A)		01
6.	HP 507A Magenta LaserJet Toner Cartridge(CE403A)	NOs	01
7.	HP 507A Cyan LaserJet Toner Cartridge(CE401A)	No	01
8.	Ricoh 1230D Black Toner Cartridge	No	19
9.	Samsung ML-D2850A Black Toner Cartridge	No	04

2. **DELIVERY PERIOD** - Delivery period for supply of items would be 30 (Thirty) days from the effective date of contract. 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 Buyer, with applicability of LD clause.



3. **INCOTERMS FOR DELIVERY AND TRANSPORTATION** – ("E" / "F" / "C" / "D" Terms). Unless otherwise specifically agreed to by the Buyer and the Seller & 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. Definition of Delivery Period is given below –

<u>TERMS OF DELIVERY</u>	<u>DATE OF DELIVERY</u>
(a) Local Delivery at Site	The date on which the delivery is made at the consignee's site mentioned in the contract.
(b) Ex-works	The date the Seller delivers the goods to the Buyer at Seller's factory / premises.
(c) F.O.R Station of Dispatch	The date on which the goods are placed by the Seller on rail with clear Rail Receipt.
(d) By Post Parcel	The date of postal receipt.
(e) Dispatch by Air	The date of Air-way Bill.
(f) F.O.R. Destination	the date on which the goods reach the destination railway station specified in the contract, unless otherwise stated.
(g) C.I.P. Destination.	The date on which the delivery is effected at the destination mentioned in the contract.
(h) F.A.S. Port of Shipment	The date on which the Seller deliver the goods alongside the vessel at the specified port of shipment. This date is reflected in Bill of Lading.
(g) F.O.B. Port of Shipment	The date on which the Seller delivers the goods on vessel's board at the specified port of shipment. This date is reflected in Bill of Lading
(h) C.I.F. Port of Destination	The date on which the goods actually arrived at the Destination Port.

Note - The FAS, FOB & CIF terms of delivery are applicable for goods which are directly imported from foreign countries against the subject contract and not imported already by the Seller under its own arrangement.

The CIP terms of delivery may be applied both for domestic as well as imported supplies.

4. **CONSIGNEE DETAILS** – Director & Commandant, AFMC Pune 411040

PART III - STANDARD CONDITIONS OF RFP

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 Govt 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 (____ 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 (____ 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**

(aa) Bidder 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 the ranking of bids

(ab) If a bidder is exempted from payment of duty/tax up to 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 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 relevant certificate will be issued by the buyer later to enable the seller to obtained exemption from taxation authorities.

(ac) Any changes in levies taxes and duties levied by Central/State/Local Govt such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as 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.

(ad) Levies, taxes, and duties levied by Central/State/Local Govt such as excise duty, VAT, Service tax, Octroi/entry tax, etc 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 indicated separately in the bids. Bidder are required to include the same in the pricing of their product.

(ii) **CUSTOMS DUTY**

(aa) 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 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.....

(ab) 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**

(aa) 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.

(ab) 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.

(iv) **SALES TAX / VAT**

(aa) 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 & no liability of sales tax will be developed upon the Buyer.

(ab) 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**

(aa) 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.

(ab) 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.

(ac) 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.

15. 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.

16. **PRE-INTEGRITY PACT CLAUSE:** An "Integrity Pact" would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows:

(a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the "principal") and those companies submitting a tender for this specific activity (the "Bidder");

(b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;

(c) A statement by each Bidder that it has not paid, and will not pay, any bribes;

(d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;

(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made "in the name and on behalf of the company's Chief Executive Officer".



(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:

- (i) Denial or loss of contracts;
- (ii) Forfeiture of the Bid security and performance bond;
- (iii) Liability for damages to the principal and the competing Bidders; and
- (iv) Debarment of the violator by the Principal for an appropriate period of time.

(h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes & other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

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 rejection of Bid submitted by the Bidder.

1. **PERFORMANCE GUARANTEE:** The Bidder will be required to furnish a Performance Guarantee by 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).

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 2 % 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 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. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving 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:

- (a) 100% payment will be made by on complete delivery of stores.

6. **ADVANCE PAYMENTS:** No advance payment(s) will be made.

7. **PAYING AUTHORITY:** PCDA (SC)

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the 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 receipt, 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) Test/ 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.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

8. **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/Organisation 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 Orders 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 Depts., of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the 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. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been 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/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders 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 -".

9. **EXCHANGE RATE VARIATION CLAUSE:**

(a) Detailed time schedule for procurement of imported material and their value at the FE rates adopted for the contract is to be furnished by the foreign Bidder as per the format given below:-

Year wise and major currency wise import content break up

Year	Total cost of material	FE content outflow (Equivalent in Rupees - crores)		
		Dollar denominated	Euro denominated	Other currencies Denominated

(b) ERV will be payable/refundable depending upon movement of exchange rate with reference to exchange rate adopted for the valuation of the contract. Base Exchange rate of each major currency used for calculating FE content of the contract will be the BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(c) The base date for ERV would be contract date and variation on the base date will be given upto the midpoint manufacture unless Bidder indicates the time schedule within which material will be exported by them. Based on

information given above, the cutoff date/dates within the Delivery schedule for the imported material will be fixed for admissibility of ERV. (d) ERV clause will not be applicable in case delivery periods for imported content are subsequently to be refixed /extended.

(d) The impact of notified Exchange Rate Variation shall be computed on an yearly basis for the outflow as mentioned by the vendor in their tender and shall be paid / refunded before the end of the financial year based on the certification of the Buyer.

10. **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 be 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 10% of the value of the contract."

11. **FORCE MAJEURE CLAUSE**

(a) Neither party shall bear responsibility for the complete or partial nonperformance 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 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.

(d) 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.



(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto 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.

12. **BUY-BACK OFFER** - Buyer is interested to trade the existing old goods while purchasing the new ones. Bidders may formulate and submit their tenders accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. Buyer reserves its right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details for buy-back offer are as under –

- (a) Details of Items for buy-back scheme – Make/Model, Specs, Year of Production/Purchase, Period of Warranty/AMC, etc.
- (b) Place for inspection of old items – Address, Telephone, Fax, e-mail, Contact personnel, etc.
- (c) Timings for Inspection – All weekdays between **_1000Hrs to1600Hrs**.
- (d) Last date for inspection – 1 day before the last date of submission of bids.
- (e) Period of handing over old items to successful bidder – Within 15 days of placement of order.
- (f) Handling charges and transportation expenses to take out the old items will be on account of the successful bidder.

13. **SPECIFICATION**: The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical Upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along-with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within **(15)** days of affecting such upgradation/alterations.

14. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

15. **EARLIEST ACCEPTABLE YEAR OF MANUFACTURE**: **Year 2015** (Quality / Life certificate will need to be enclosed with the Bill).

16. **TRANSPORTATION**: Prices must be quoted on F.O.R Pune basis inclusive of packing, Forwarding, Freight charges, Transit Insurance and any other charges as applicable.

17. **QUALITY ASSURANCE**: Seller would provide the Standard Acceptance Test Procedure (ATP) within **01 months** of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

18. **INSPECTION AUTHORITY**: The Inspection will be carried out by **Board of Officers constituted by the Commandant, AFMC Pune-40**. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

19. **FRANKING CLAUSE** – The following Franking clause will form part of the contract placed on successful Bidder –

a. **FRANKING CLAUSE IN THE CASE OF ACCEPTANCE OF GOODS** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".



b. **FRANKING CLAUSE IN THE CASE OF REJECTION OF GOODS** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

20. **CLAIMS:** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The claims may be presented 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 claim at the Seller's office, subject to acceptance of the claim 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.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

(g) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

21. **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 workmanship 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/despatch 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 reason of the breach of the warranty therein contained.



- (ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
- (iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.
- (iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

22. **Acceptance Testing Procedure.** Random samples of each item of the supplies shall be checked by a board detailed by AFMC and stores will be accepted only after the board is satisfied by its performance/standard of supply. The vendor and the users will work out the details of the procedure jointly. The specifications of the equipment should be in conformity with the details provided by the vendor and as per the given specifications. The users would issue an acceptance certificate on successful completion of acceptance. The date of issuing the acceptance certificate would be deemed to be the date on which the warranty will commence.

PART – V: EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows: -

- (a) All relevant clauses narrated above which if not fulfilled, will render the bid invalid both for technical and commercial bids including all certificates/undertaking submitted. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- (b) The Lowest Bid will be decided upon **the basic price quoted by the particular Bidder as per the Price Format given with this RFP. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will not be considered.**
- (c) The Bidders are required to spell out the rates of 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.
- (d) 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.
- (e) If there is any 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.

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

- (a) Basic cost of the item/items:-

Ser No	ITEMS	A/U	Qty Reqd	Rate per unit	Total Cost
1.	HP 12A Black LaserJet Toner Cartridge(Q2612A)	NOs	47		
2.	HP 88A Black LaserJet Toner Cartridge(CC388A)	NOs	28		
3.	HP 36A Black LaserJet Toner Cartridges(CB436A)	NOs	03		
4.	HP 507A Black LaserJet Toner Cartridge(CE400A)	NOs	01		
5.	HP 507A Yellow LaserJet Toner Cartridge(CE402A)	NOs	01		
6.	HP 507A Magenta LaserJet Toner Cartridge(CE403A)	NOs	01		
7.	HP 507A Cyan LaserJet Toner Cartridge(CE401A)	NOs	01		
8.	Ricoh 1230D Black Toner Cartridge	NOs	19		
9.	Samsung ML-D2850A Black Toner Cartridge	NOs	04		
Total Amount					
VAT					
Grant Total Amount					

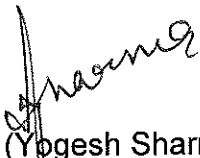


- (b) Accessories
- (c) Installation / Commissioning
- (d) Training
- (e) Technical Literature
- (f) Tools
- (g) Any other requirement

Note : Determination of L-1 will be done based on the total of basic prices plus all other charges such as Packing & Forwarding, Freight, insurance , AMC etc (if applicable) and not including levies, taxes and duties by Central/ State/ Local governments such as Excise duty, VAT, Service Tax, Octroi Entry tax etc on final product of all items/ requirements.

3. Additional information in Price Bid on Taxes and Duties (not in scope of LA Determination): -

- (a) Is Excise Duty extra? 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:
- (b) Is Excise Duty Exemption (EDE) required: If yes, then mention and enclose the following:
 - (i) Excise notification number under which EDE can be given:
- (c) Is VAT extra? If yes, then mention the following:
 - (i) Total value on which VAT is leviable:
 - (ii) Rate of VAT:
 - (iii) Total value of VAT leviable:
- (d) Is Service Tax extra? 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:
- (e) Is Custom Duty Exemption (CDE) required? 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:
- (f) Octroi / Entry taxes:
- (g) Any other Taxes / Duties / Overheads / Other costs:
- (h) Grand Total:
- (j) Mode of tendering :-Online Bids under single bid system are invited & only for regd vendors who are regd with AFMC, Pune -40


(Yogesh Sharma)
Brig
Presiding Officer

TENDER CONDITIONS ACCEPTANCE CERTIFICATE
(TO BE SUBMITTED ALONG WITH TECHNICAL OFFER)

It is certified that all the "Terms and Conditions" as enclosed along with your Tender Enquiry dated _____ or laid down anywhere else in the Tender-Enquiry including its appendices are acceptable to the company and we will abide by them. It is further certified that any additional cost incurred subsequently due to change to prices taxes, OCTROI, levies and freight will be borne by use.

(Company Seal)

(Authorised Signatory for the Company)

Place: _____

Date : _____

Name _____

Designation _____

Name of Firm _____

Address _____

Contact _____

