

DRAFT REQUEST FOR PROPOSAL
FOR SUPPLY OF EXPENDABLE MEDICAL STORES TO AFMC PUNE FOR
FY 2018-19

Proposal (RFP) No AFMC/CMS/DGLP/RE/006/2018-19 dt. 14 Jun 2018.

1. Online bids are hereby invited for procurement of Medical stores from any prospective bidder meeting the criteria as enlisted below:

(a) Any Vendor/Stockist/Supplier/Dealer/OEMs/OMs registered with any hospital/HQs/Institution under Armed Forces Medical Services (AFMS) can participate in all our online tenders by submitting EMD amount as mentioned in appendix 'B'. Vendor/Stockist/Supplier/Dealer/OEMs/Oms to deposit consolidated EMD amount based on number of items being quoted as per this tender.

(b) Vendor/Stockist/Supplier/Dealer/OEMs/OMs who are not registered can also participate in all our online tenders by submitting EMD amount as mentioned in appendix 'B' to this RFP alongwith other prerequisite tech documents. Scanned copy of the EMD in favour of **PCDA (SC) Pune** to be uploaded alongwith the bid documents. Original copy of EMD to be submitted in this College before the opening of technical documents.

(c) Vendor/OEMs/OMs who have submitted the valid PBG to AFMC (CMS) Pune are not required to submit EMD amount.

(d) All OMs of foreign origin have to mandatorily provide authorization certificate/letter for their 'PAN INDIA' distributor/stockiest for the particular product for which procurement action is imitated by this college. However the 'PAN INDIA' stockiest may participate directly.

(e) All participating Vendor/Stockist/Supplier/Dealer have to mandatorily provide/upload authorization certificate from the OMs along with registration certificate with the depot/O/o DGAFMS and/or with any hospital under Armed Forces Medical Services (AFMS).

(f) Quoting of same brand of same OM by multiple vendors will always be considered against right spirit of procurement and hence such practices will not be accepted. **Only one authorized vendor/distributor of a specific OM can participate in any one particular tender. Furthermore, multiple bids by more than one authorized vendor/distributor quoting for the same OM in a specific tender will be liable for rejection.**

(g) Wherever and whenever there is a requirement of submission of sample for conduct of TEC, it will be obligatory on the part of vendor/OM to submit the sample well in advance prior to uploading their bids and correspondingly upload the scanned copy of the challan for deposition of sample alongwith the bid for further authentication. Bid shall be considered 'INVALID' if receipt copy of the

challan for sample submission is not duly uploaded. **The sample, wherever applicable, to be submitted in the Central Medical Stores (CMS), AFMC, Pune – 411 040.**

~~(h) Product literature, wherever applicable, to be uploaded alongwith technical documents.~~

(j) Punitive action will be initiated against any vendor/firm/OM for submission of fraudulent/forged documents.

(k) 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**)

1. The address and contact number for seeking clarifications regarding this RFP are given below:-

Presiding Officer, Purchase Committee (DGLP)

Armed Forces Medical College,

Pune – 411 040

Contact No: 020-26345565

Email ID- cmsafmcpune@gmail.com

(Timing for seeking clarification : All working days except Wed and Sat – 0900hrs to 1600 hrs and on Wed and Sat – 0900 hrs to 1300 hrs)

2. The RFP is divided into five parts as follows:

(a) **Part I.** Contains General information and Instructions for the quotations 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 the contract with the successful quotations.

(d) **Part IV.** Contains several Commercial clauses, which may or may not be relevant for a particular type of RFP. Hence the title is given as a Special Conditions for Local Purchase. A conscious decision may be taken to incorporate the relevant clauses from this list based on the guidelines given in the concerned Chapters of Schedule-2 of Medical Schedule of powers of DFPDS -2016 and addendums thereon. The wordings of these clauses can also be appropriately modified to suit a particular case.

(e) **Part V.** The Evaluation Criteria can be suitably amplified / modified to suit the specific requirements of a particular case. Similarly, the Format of the Price Bid can be amended to include / exclude items as per requirements.

PART I- GENERAL INFORMATION

1. Last Date and Time for Depositing the Bids. As per critical date sheet given below:

CRITICAL DATE SHEET

S No	Item	Date	Time
(a)	Published date	15 Jun 2018	1800Hrs
(b)	Bid Download	15 Jun 2018	1800Hrs
(c)	Clarification Start	16 Jun 2018	1000Hrs
(d)	Clarification End Date	19 Jun 2018	1000Hrs
(e)	Bid Submission Start	22 Jun 2018	1000Hrs
(f)	Bid Submission Ends	29 Jun 2018	1000Hrs
(g)	Bid Opening Start	29 Jun 2018	1100Hrs

2. Manner of Depositing the Bids: The bids will be uploaded online at CPP Portal (e-Procurement) in two covers as follows:

(a) **First Cover**: following documents (which are to be uploaded separately) in pdf format:

- (i) List of items quoted by the bidders, in this tender as per attached format in appx 'C'.
- (ii) Duly signed copy of downloaded undertaking/certificate regarding acceptance of terms & conditions of RFP as per Appx 'A'.
- (iii) Exclusive authorization letter from Original manufacturers.
- (iv) Manufacturing and marketing certificate (MMC) for the last three years should be uploaded for the quoted items. Failure to attach MMC of the quoted items would result in disqualification of rates quoted for such items. All MMCs issued within last 01 year shall be considered valid. Wherever MMC is not applicable OM/Vendor/Distributor to produce relevant authority for not producing so.
- (v) Drug License for vendors and Drug manufacturing license for manufactures in r/o of items under tender action. Manufacturing license alongwith approved list of items, for which license has been issued, needs to be uploaded.
- (vi) Form 10 and Form 41 and other relevant documents associated with imported of drugs/stores.
- (vii) Copy of registration with any hospital/HQs/Institution under Armed Forces Medical Services (AFMS).

- (viii) WHO GMP Certificate/ COPP (Certificate of Pharmaceutical Products) for imported products and GMP certificate for domestic/Indian products.
- (ix) Scanned Copy of EMD.
- (x) Scanned copy of challan of sample deposition, if applicable. If not please upload "Not Applicable" marked pdf file in the relevant folder.
- (xi) Technical literature of the product, if applicable. If not please upload "Not Applicable" marked pdf file.

(b) **Second Cover**: As per Bill of Quantities (BOQ). In column No. 7 of BOQ the tax amount will be quoted as per existing GST only.

3. **Time and Date for Opening of Bids**: As per Critical date sheet given at Para 1 of Part-I of RFP.

4. **Location of the Tender Box**: Since the procurement is being undertaken through e-Procurement portal and tender documents are to be uploaded in soft copies against respective tender on the website. The EMD in original to be deposited in the tender box marked as TENDER BOX FOR CENTRAL MEDICAL STORES (**CMS**) stationed at HQ Coord of this college.

5. **Place of opening of the Bids**: At CPP Portal (e-Procurement) as per schedule given above.

6. **Two Bid system**: Yes, Open Tender.

7. **Forwarding of Bids**: Bids should be uploaded by bidders under their original memo / letter pad inter alia furnishing details like TIN, GST Number, Bank address with EFT Account (if applicable) etc and complete postal and e-mail address of their office.

8. **Clarification regarding contents of the RFP by the bidder**: any issues pertaining to the RFP may be obtained from competent authority at AFMC Pune by the scheduled date and time given in the Critical date sheet given at Para 1 of Part-I of RFP.

9. **Modification and Withdrawal of Bids**: All the bids are required to be submitted mandatorily on or before the stipulated date and time as decided by the procuring agency. However, bidder may modify or withdraw his online bid after submission as per the facility provided in the CPP Portal prior to stipulated date and time.

10. **Clarification Regarding Contents of the Bids**: Clarification can be sought by the procuring agency on matters of authenticity in relation to documents submitted in the technical folder of the bid. After opening of price bid no clarification will be submitted or sought under any circumstances. All documents which are found illegible shall be considered invalid and representation of any kind on such issue will

not be entertained. Original Equipment manufacturing firms / company / vendor / dealer / stockiest submitting / uploading fraudulent documents shall be liable for punitive action which may also include blacklisting.

11. Rejection of Bids: Bids are liable for rejection on technical grounds. However unfair practices in form of canvassing / unsolicited correspondences / manipulation with malafide intent shall invoke summary rejection.

12. Unwillingness to Quote: Not Applicable. Since the procurement is through e-Procurement open tendering methodology and all firms registered with any other hospital/ organization/depot under AFMS are at liberty to participate/not to participate.

13. Validity of the Bids: The Bids shall remain valid upto 180 days from the last date of submission of the Bids.

14. Earnest Money Deposit (EMD):. Financial instrument towards security of bid: The EMD in original in sealed envelope to be deposited in the tender box marked as **(CMS)** stationed at HQ Coord of this college.

(i) *As per Para 4.7.7 of DPM 2009, Bid security (EMD) is exempted for tender value for each items are less than two lakhs who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India **for the same item/range of products, goods or services for which the tender has been issued**. However, a certificate to this effect to be uploaded by bidders along with bid documents.

(ii) For those: Tender value for each items are above than two lakhs:

(a) Bidders are required to submit Earnest Money Deposit (EMD) as given in Appx-'B' for each item separately for which participation is being made against the tender, alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per form DPM-13. The EMD made payable to the **name of PCDA (SC) Pune** 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 opening of the commercial bid. The EMD 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.

(b) The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the RFP in any respect within the validity period of their RFP. BIDS received without depositing the requisite earnest money are liable to be rejected.

(c) Details of earnest money sent herewith (To be filled in by tenderer)

Description	No	Date	Face Value (₹)

(d) Exemption from Submission of Bid Security: As per Para 4.7.7 of DPM 2009, bid security is exempted for those firms who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India **for the same item/range of products, goods or services for which the tenders have been issued.**” However, a certificate to this effect to be uploaded by bidders along with bid documents.

- (iii) Instrument of security: Instrument of security in terms of PBG/EMD shall be considered for forfeiture under the following circumstances:
- (a) Fail to adhere to the terms of the contract or
 - (b) Supplies are sub-standard, spurious drugs or the substitute medicines
 - (c) Delay in supplies
 - (d) Any malpractices resorted by OEM/ vendor
 - (e) Any act of deceit
 - (f) Any act of undue delay/default

A certificate to that effect may be obtained to above mentioned details from the vendor / OEM

15) In the BoQ, price quoted should be for single unit as per the nomenclature and the word 'NQ' to be mentioned against the items not quoted. Subsequently, MRP of the product/item must be mentioned in BOQ.

PART II: ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of requirements:

(a) Details of item required: As per Appx-'B' of this RFP.

(b) Head of Account to which the cost is to be debited:

	<u>Regular</u>
Code Head :	421/01
Major Head :	2076
Minor Head :	110 (D)

2. Technical Details: As per Appx-'A' of NIT of the tender.

3. Two Bid system: Bidders will quote the items as per PVMS/NIV and Nomenclature/ specification/ BBQR as formulated and uploaded in the concerned tender documents failing which bid shall be liable for rejection.

4. Delivery Period :

(a) In general DP for supply of items is given as 30 days for domestic products (manufactured in India) and 60 days for imported products from the date of issue of supply order. However the DP can be modified by the procuring agency depending upon the nature, criticality and urgency of the need of the product.

(b) Late delivery: Extension of delivery period is granted based on the request letter in consideration to the merit of the case with LD Charges (i.e. 0.5% per week to the total cost of the item but not exceeding 10% of the total cost).

(c) If the last date of stipulated DP falls on a day when College is closed then the stores will be accepted on the next working day without considering it as late delivery.

(d) 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.

5. Consignee details: Free of cost door delivery will be made by the vendor at AFMC (CMS) Pune as endorsed in the supply order. However, the stores delivered shall be liable for rejection in case not fulfilling the specifications or terms & conditions of the supply order.

PART III – STANDARD CONDITIONS OF RFP

The firm 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 Bidders (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 Signature of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. Arbitration. Not required.

4. Penalty for use of Undue influence: The L-1 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 if 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 forborne 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 offence 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, 1988 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 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 favor 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, 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 of firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the 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 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 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 or 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 Damage: 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 LP 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 (one 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 one month) provided Force Majeure clause is included in contract.
- (d) Due to administrative reasons.

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 is

sent.

11. Patents and other Industrial Property Rights: The prices stated in the present Contract shall be deemed to include all amounts payable for any other industrial property rights. The Seller shall be indemnifying the Buyer against all rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion 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 any all the rights mentioned above.

12. Amendments: No provision of present Local Purchase 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 his Contract and signed on behalf of both the parties and which expressly states to amend the present Local Purchase.

13. Goods and Service Tax (GST):

(a) Bidders must indicate separately the relevant GST 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.

(b) If a bidder is exempted from payment of any GST upto any value of supplies from them, he should clearly state that no such GST 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 GST, 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.

(c) Any changes in GST 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 GST paid by the Seller. Similarly, in case of downward revision in any such GST, the actual quantum of reduction of such GST 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.

(d) GST levied by Central/State/Local governments on final product will be paid by the Buyer on actual, based on relevant documentary evidence. GST on input items will not be paid by the Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(e) In cases where only Indian Bidders are competing, L1 bidder will be determined by excluding GST levied by Central/ State/ Local governments on final product, as quoted by bidders.

14. Pre-Integrity Pact Clause : NA

PART-IV SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance for the following special conditions of the RFP mentioned in Appendix C to the DPM 2009 which will automatically be considered as part of the contract concluded with the firm :-

1. Performance Guarantee:

(i) *As per Para 4.7.7 (ser No 93) of Supplement of 2010 to DPM 2009, PBG not required as tender value for each items are less than two lakhs.

(ii) For those : Tender value for each items are above than two lakhs:

Performance Security deposit payable to the PCDA (SC) Pune to be furnished by the supplier in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within thirty days from the date of contract. At present, ICICI Bank Ltd, Axis Bank Ltd and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, performance security is payable by the supplier at the rate of 10% of the contract value. PBG should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty. The BG is returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The specimen of Performance Bank Guarantee is given in Form DPM 15 (available in MoD website and can be provided on request)

2. 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.

3. 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.

4. 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.

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 can be made through ECS/NEFT mechanism instead of payment through Cheque, wherever feasible, 100% payment on delivery and acceptance by the user.

6. Advance Payment: No advance payment (s) will be made.

7. Paying Authority: All payment will be made through ECS/Bank Account by the PCDA (SC) Pune. The credit bill/bills supplied should bear CST No & DL No. On receiving the supply order the bill should be handed over to officer incharge of DGLP Receipt Cell of this college within three days after delivery of supply. The payment of bills will be made on submission of the following documents by the seller to the Paying Authority alongwith the bill :-

- (a). Ink signed copy of the contingent bills/seller's bill.
- (b). Ink signed copy of commercial invoice/quotation.
- (c). Copy of Supply Order.
- (d). Details of electronic payment viz Account holder's name, Bank Name, branch name and address, Account type, Account Number and IFSC Code.

8. Price Variation Clause: The prices are firm and final. Statutory variation on account of Govt taxes, duties will only be permitted.

9. Excise Duty: NA

10. Sale Tax/VAT : NA

11. 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:-

a. Such default.

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

(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 ____% of the value of the contract.”

12. Export License: as applicable

13. Transportation: All items supplied to this College against our supply order will be appropriately packed so that no damage is incurred during its transportation by air/rail/road. Stores not properly packed shall be liable for rejection.

14. Packing and Marking –

(a) Supplies are required to be made in original packing of manufacturer. The packaging of bulky, fragile, delicate items must be made in wooden crates with adequate cushion to avoid any deterioration/ damage during transportation. All other items must be supplied in proper packing conducive to safe and secure transportation without damage in all weather conditions. Any discrepancy observed on opening the original package, the firm shall be liable to replace it. All delivery of stores will be made on working hours only. Stores will invariably be delivered with auth representative only alongwith relevant documents, failing which the stores will be liable for rejection. At any point of time the stock sample of the supplied items is liable to be technically evaluated by concerned specialist at the discretion of CFA, the cost of which will be borne completely by vendor/OEM.

(b) Bidders should ensure submission of legible copies of contractor bill, Sale invoice, technical literature/operating manual (where applicable), undertaking, supply order/AT, warranty/guaranty certificate from OEM and BBQR.

(c) All stores should invariably be marked/stamped ‘CGS ITEM NOT FOR SALE’.

15. Inspection Authority: The inspection will be carried out by the Board of officers nominated by Dir & Commandant, AFMC, Pune.

16. Issue of this RFP has no financial commitment and buyer reserves the right to change or vary whole or any part at any later stage subject to organizational exigencies. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

17. Minimum residual shelf life of the drugs acceptable at the time of receipt of stores is 5/6th of the actual shelf Life for the domestic products and 2/3rd for the imported products.

PART V

EVALUATION CRITERIA AND PRICE BID ISSUES

1. Evaluation Criteria. The products quoted should satisfy all the specifications listed in the Priced Vocabulary of Medical Stores (PVMS/NIV). The validity of all documents submitted along with the bid, would be evaluated prior to acceptance of the bid.

The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

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

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 3 below. The consideration of GST in evaluation process will be as follows:

i. . In cases where only indigenous Bidders are competing, L1 bidder will be determined by excluding GST 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 –

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

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

3. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) 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.

(f) The Buyer reserves the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of ____%. In case cash flow involves more than one currency, the same will be brought to a common

denomination in Indian Rupees by adopting exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(g) 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.

(h) Any other criteria as applicable to suit a particular case.

2. Forms for imported drugs.
3. All nonproductive bidders and those not adhering to good business practices shall be barred from participation in subsequent bidding.
4. Price Bid Format. As per BOQ.

Appendix 'A' to AFMC Pune
RFP No AFMC/CMS/DGLP/RE/006/2018-19 dt. 14 Jun 2018
(Ref to para 2 of Part I of RFP)

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

To
Dir & Commandant
AFMC
Pune – 411 040

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No: **AFMC/CMS/DGLP/RE/006/2018-19 dt. 14 Jun 2018**

SUPPLY OF EXPENDABLE MEDICAL STORES AT AFMC (CMS) PUNE

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site (s) namely: _____

_____ as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents from Page No _____ to _____ (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 Tech Bid and its enclosures as submitted in physical from as mentioned in Para 7 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 dept in satisfaction of this condition.

7. TIN _____ and validity till _____.

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

Appendix 'B' to AFMC Pune
RFP No AFMC/CMS/DGLP/RE/006/2018-19 dt. 14 Jun 2018
(Ref para 1 of Part II of RFP)

LIST OF ITEMS WITH SPECIFICATIONS

S. No	PVMS/N IV No	Nomenclature	A/U	Qty Proposed for Procurement	EMD Amount (in Rupees)
01	260014	Film X-Ray 43.18cm x 35.56 cm (17" x 14") high speed.	No	1500	1,848.00
02	260015	Film X-Ray 38.1cm x 30.5cm (15" x 12") High Speed	No	1500	1,401.00
03	260016	Film X-Ray 30.5cm x 25.4cm (12" x 10") High Speed	No	1500	931.00
04	260017	Film X-Ray 25.4cm x 20.3cm (10" x 8") High Speed	No	1500	622.00
05	260051	Liquid developer for automatic processor with Starter	Ltr	06	42.00
06	260043	Thermal printer paper role High Glossy size 110 mm x 20 mtr	Roll	60	1,126.00
07	260046	Ultrasound Jelly Tube of 250 gm	Tube	450	178.00
08	NIV	Inj Gadopentate dimeglumine 10 ml	vial	300	2,583.00
09	260028	Non Ionic Contrast Medium (0.5 mmol/ml) for MRI in 10 ml Prefilled Syringe/Vial (US FDA approved)	vial	300	5,859.00
10	NIV	Extension tube single 150 cm length, 2068kPa, 300 psi for CT scan pressure injector compatible with Imaxeon Salient pressure injector	No	375	1,239.00
11	050294	Syringe disposable 50ml	No	3141	992.00
12	260030	Liquid Barium Sulphate/ Micropaque dispersion 95% W/W	Ltr	24	145.00

