

MINISTRY OF DEFENCE

DIRECTORATE OF PUBLIC RELATIONS

South Block, New Delhi-110011

INVITATION OF QUOTATIONS FOR RATE CONTRACT FOR PROCUREMENT OF TONER/CARTRIDGE FOR DPR (DEF) HQ

Request for Proposal (RFP) No. 02 /15-16

1. Quotations/Bids in sealed covers are invited for concluding Half Yearly Rate Contract for procurement of Toner/Cartridge for office use in DPR(Def) HQ, New Delhi-110011, on as requirement basis, for a period of six months with effect from issue of Sanction Order. Toner/Cartridge to be included in rate contract are **listed Part II of this tender enquiry/RFP item head wise.** Please subscribe the above mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid..

2. The address and contract numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

(a) Bids/queries to be addressed to :

**Directorate of Public Relations, Ministry of Defence, South Block,
New Delhi-110011.**

(b) Postal address for sending the Bids :

**Directorate of Public Relations, Ministry of Defence, South Block, Room
No. 273/B, New Delhi-110011.**

(c) Name /designation of the contact personnel :

: Shri CS Dhasmana, Deputy Director(Admn)

(d) Telephone numbers of the contact personnel:

011-23019747

(e) E-mail IDs of Contact Personnel:

soprxdprmod@nic.in

(f) Fax number: **011-23019747**

3. This RFP is divided into five Parts as follows :-
- (a) **Part I** Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders , etc.
 - (b) **Part II** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, delivery Period, Mode of Delivery and Consignee details.
 - (c) **Part III** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV** Contains Special Conditions applicable to this RFP and which will also form part of the Contract with the successful Bidder.
 - (e) **Part V** Contains evaluation criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. Each page of this tender enquiry is to be signed by the tenderer and as per the following certificate given in the offer letter :-
- ' I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN
TENDER ENQUIRY ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM'
6. The cost of tender is Rs 100/- (Rupees one hundred only) (non refundable). The payment will be accepted by Demand Draft in favour of DPR, MoD, New Delhi payable at New Delhi only (cash will not be accepted).

PART I - GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 25 Feb 2016: 1300 hrs** The sealed quotations in sealed covers should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed quotations should be either dropped in the Tender Box marked for the said purpose or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids: 25 Feb 2016 : 1500 Hrs.** (If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of The Tender Box.** Near Room No. 91-A, South Block, Gate No. 2, New Delhi-11
5. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
6. **Place of Opening of the Bids. Conference Hall DPR, MoD, South Block, New Delhi-110011.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. While forwarding the bids, it may be taken into account that the approximate expenditure for procurement of Toner/Cartridge (A-4 Size) of JK Plus Brand for a period of six months from the date of issue of Sanction Order for the financial year FY 2015-16 and 2016-17 is approx Rupees 3,00,000.00 (Three lakh only).
8. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

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 by the buyer 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 DOR (Def) HQ not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids DOR (Def) HQ 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.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

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

13. **Validity of Bids.** The Bids should remain **valid till 30 Mar 2016** i.e upto four months from the last date of submission of the Bids.

14. The tender forms can be obtained from DPR/PR(X), Ministry of Defence, Room No. 273/B, South Block, New Delhi-11 **at the cost of Rs 100/-**. The form can also be down loaded from the **website of Sainik Samchar**

PART II-ESSENTIAL DETAILS OF ITEMS /SERVICES REQUIRED

1. **Schedule of Requirements-** Toner/Cartridge Brand to be included in the proposed Rate Contract. to this limited tender enquiry /RFP. As per the requirement Estimated half yearly consumption of the Toner/Cartridge is approx 2500 reams. Details of specification are as under :-

**ESTIMATE OF HALF YEARLY REQUIREMENT OF TONERS/CARTRIDGES
& RESPECTIVE FINANCIAL IMPLICATIONS**

SI No.	Toner/Cartridge	Qty		
			@Rate (in Rs.)	VAT
1	HP Cartridge:CE320A (Black)	10		
2	HP Cartridge:CE321A (Cyan)	5		
3	HP Cartridge:CE322A (Yellow)	5		
4	HP Cartridge:CE323A (Magenta)	5		
5	HP Toner CB 540A (Black)	2		
6	HP Toner CB 541A (Cyan)	1		
7	HP Toner CB 542A (Yellow)	1		
8	HP Toner CB 543A (Magenta)	1		
9	HP Cartridge 860	1		
10	HP Cartridge 861	1		
11	HP Cartridge 21 & 22 (combo)	2		
12	Hp Toners Cartridge Q2612A (12A)	20		
13	Hp-cartridge No. 88A	2		
14	Canon Cartridge No. 328 for FAX Model : MF4750	6		
15	Canon Cartridge LBP 5200 (Black)	1		
16	Canon Cartridge LBP 5200 (Cyan)	1		
17	Canon Cartridge LBP 5200 (Yellow)	1		
18	Canon Cartridge LBP 5200 (Magenta)	1		
19	Canon Drum LBP 5200	1		

2. **Eligibility Criteria.** The firm fulfilling the following eligibility criteria will be considered for opening of their Commercial Bids :-

(a) Annual financial turnover during each of the last three years, ending 31st Mar of the previous financial year, should not be less than Rs 10 Lakhs. Documentary evidence to this effect duly attested by CA should be submitted alongwith the technical bid.

(b) Bidder must have valid VAT/Sales Tax Registration Certification. Copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Bid.

(c) Bidder must possess valid PAN Card. Copy of the same should be enclosed with Bid

3. **Scope of Rate Contract.** The proposed Rate Contract will be an agreement between the purchaser and lowest seller (s) (supplier) to supply the items included in this tender at specified prices, terms & conditions during the period of the contract i.e one year (from the date of the signing of the contract) RC will be in the nature of a standing offer and neither any quantity nor any anticipated drawal is guaranteed. As the RC is a standing offer, either party (seller/buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of a definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

4. **Delivery Period.** The successful seller /sellers will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect. Supply order will be issued against the contract agreement for procurement of contracted items on as required basis. Delivery period for supply of items will be mentioned separately in each supply order which would normally be 30 days from the date of issue of supply order as mutually agreed upon by the supplier and buyer. Please note that Contract can be cancelled unilaterally by the Buyer in case contracted 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.** Smt. Veena Chandra , Asstt. Dir (Adm) , DPR (Def) Room No. 273/B, South Block, New Delhi-110011.

6. **Contract Opening Authority.** Once the Rate Contract is finalized , the same will be operated by Shri Nungsanglemba Ao, Dir (PR) and Chairman of the purchasing Committee.

PART - III- STANDARD CONDITIONS OF RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of The Contract.** The contract shall come into effect on 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 forbome to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services 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 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 services/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/services is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than (02 months) provided Force Majeure clause is included in contract.
- (d) The Buyer; has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered prepaid 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) The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt, taxes & levies applicable, freight charges, insurance charges, packing charges etc. The rate and the nature of Tax applicable at the time of supply and included in the quoted prices should be shown separately. Taxes 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/services is legally liable to sales tax/services tax and the same is payable as per the terms of the contract

(b) If a Bidder is exempted from payment of any tax upto any value of supplies from them, he should clearly state that no such tax will be charged by him up to the limit of exemption which he may have. If any concession is

available in regard to rate/quantum of any tax, it should be brought out clearly. Stipulations like, the said tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(c) Any change in any tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such tax paid by the supplier. Similarly, in case of downward revision in any tax, the actual quantum of reduction of such 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.

PART IV - SPECIAL CONDITIONS OF RFP

The Bidders are 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 **estimated annual contract value** within 30 days of signing of this contract. 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. **Payment Terms.** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e - payments 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 on delivery & acceptance by the user.
 - (b) Amount of LD/Risk Expense etc, if any , will be deducted from the billing amount.
3. **Advance Payments.** No advance payment(s) will be made.
4. **Paying Authority.** PCDA (HQrs), 'G' Block, DHQ PO, Opposite Vayu Bhawan, New Delhi-110011,

(a) Payment of Bills will be made to Bank Account of firms as well as TDS certificate will be released from PCDA (HQrs), 'G' Block, DHQ PO, Opposite Vayu Bhawan, New Delhi-110011, after deducting the L.D. if any. The payment of bills will be made on submission of the following documents by the contractor 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) CRVs in duplicate (to be raised by the Buyer)
- (iv) Inspection note (to be issued by the inspection authority).

- (v) Details for electronic payment viz Account holder's name, Bank Name, Branch npe and address, Account type, Account number, IFSC code, MICR Code (if these details are not incorporate in contract).
- (vi) Any other document /certificate that may be provided for in the contract.
- (vii) User Acceptance, where applicable.
- (viii) **Photocopy of PBG.**
- (ix) Copy of Contract
- (x) Any other document / certificate that may be provided for in the Supply Order / (Note - From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken)

5. **Price Negotiation** : While concluding Rate Contract, the Buyer reserves the right to conduct price negotiations by the CNC in order to obtain best value for money and also to clarify all aspects of the RC to avoid ambiguity and dispute at a later stage.

6. **Special Conditions Applicable to Rate contract**

(No Earnest Money Deposit is required.)

- (a) The anticipated half yearly quantity of required Toner/Cartridge is 2500 (Two thousand five hundred) for which rate contract is proposed.
- (b) The purchaser reserves the right to conclude more than one rate contract for the same item. **Initially the contract would be for one year which may be extended annually, for two more years, on satisfactory performance basis with a provision of revision of rate limited to a maximum of 10% per annum.**
- (c) The Buyer as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally sixty days.
- (d) The Buyer has the option to renegotiate the price with the rate contract holders.
- (e) In case of emergency, the Buyer may purchase the same item through adhoc contract with a new supplier.
- (f) Supply orders, incorporating definite quantity of goods to be supplied along with all other required conditions following the rate contract terms are to be issued for obtaining supplies through the rate contract.
- (g) The Buyer and the authorized users of the rate contract are entitled to place supply orders upto the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms and conditions of the rate contract
- (j) The rate contract will be guided by "Fall Clause"

7. **Fall Clause**

(a) The price charged for the stores/services to be supplied under the contract by the seller shall in no event exceed the lowest prices at which the seller sells the stores/services or offer to sell stores/services of identical description to any persons/organization including the purchaser or any department of the Central Government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply 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 /service to any person/organization including the buyer or any Deptt, of central Govt, or any Deptt. 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 supplier 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/services 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 the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods/services at lower price on or after the date of completion of sale/placement of the order of goods/services 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/services of description identical to the stores/services supplied to the Government under the contract herein and such stores/services not been offered/sold by me/us to any person/organization 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/services categories under sub-clauses (a),(b) and (c) of sub -para (ii) above details of which are given below"

8. **Force Majeure.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force majeure circumstances as Flood, Fire, Earth Quack and other acts of Gods 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 circumstance.

(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.

9. **Specification.** The seller guarantees to meet the specifications as per Part-II of this RFP. In case of items where make/model has been specified, the seller shall offer items of same make/model. However, in case of non availability of same make/model, optional make/model of equal/higher specification may be quoted. Acceptance of the same will be subject to approval of the competent authority.

10. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards and specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

11. **Inspection Authority:** The inspection will be carried out by Inspection Committee. The mode of inspection will be Departmental Inspection.

12. 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."

13. Claims. The following claims clause will form part of the contract placed on successful seller :-

(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.

14. Warranty. The following warranty will form part of the contract placed on successful seller.

(a) The seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

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

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) Format for Price Bid is at Appendix 'C' to this RFP. The Lowest Bid will be decided upon on the basis of the lowest grand total price quoted by the Bidders. The consideration of taxes and duties in evaluation process will be as follows .
 - (i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost for all the items to the Buyer would be the deciding factor for ranking of Bids.
 - (ii) 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 taxes for the purpose of comparison of prices.
 - (iii) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (c) 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.
- (d) Any other criteria as applicable to suit a particular case.