

**No. 15015/4/2016 – D(Gen/DDP)**  
**Government of India**  
**Ministry of Defence**  
**Department of Defence production**

**Dated 10.03.2017**

**Tender Notice**

**Subject:- Invitation to Bid for Purchase of Cartridge items for the financial year 2016-17 for Department of Defence Production.**

Department of Defence Production invites sealed tenders/quotations from registered firms for the purchase of Cartridge items for the financial year 2016-17 for Department of Defence Production as per the terms and conditions enclosed as **Part I to V of tender documents**.

2. The bid should be submitted in a sealed cover in two separate parts as under:

(a) Technical bid: Envelope should be superscripted **"Technical Bid for Purchase of Cartridge items"** and it should contain all technical details as per Appendix B of tender documents.

(b) Financial Bid: The second cover should contain the rates etc. as per **Appendix C of the tender document** and it should be super scribed **"Financial Bid for supply of Cartridge items"**.

(c) Both of these sealed covers are to be put in a bigger cover, duly super scribed as Bid for supply of Cartridge items.

3. An undertaking may be submitted by the bidder as per Part V of tender document.

4. Bids should reach the undersigned by post in Room No. 253-A, B Wing, Sena Bhawan, New Delhi or be dropped in the tender box placed at the gate No. 1 of Sena Bhawan on or before Date **03.04.2017 by 1600 Hrs**. The quotations received after closing date will not be entertained. The quotations will be opened at 16.30 Hrs on the same day. You or your representative may like to be present at the time of opening of the quotations. Financial Bid(s) of only those bidder(s) will be opened on a later date whose bids are considered technically acceptable after evaluation. Date of opening of financial bid will be intimated later on. Hypothetical conditions/Incomplete bid will not be entertained.

5. The bidders shall be required to submit a demand Draft of Rs. 1,00,000/- (Rupees One Lakh only) as Earnest Money Deposit in favour of Accounts Officer (DAD), MOD (Civil), B Wing, Sena Bhawan, New Delhi along with the quotation. A quotation without the EMD will be summarily rejected. The earnest money will be refunded to the unsuccessful tenderer on finalization of the contract.

The successful tenderer has to deposit an amount equal to 10% of the total cost tender in the name of Accounts Officer (DAD), Ministry of Defence, within 10 days of the award of contract. The performance security will be forfeited for breach of any of the terms/conditions of the tender enquiry besides the firm may be black listed.

Performance Security will be refunded to supplier without any interest, what so ever, after it has duly performed and completed the contract in all respects.

6. The tender documents may be downloaded from Ministry of Defence's Website i.e. [www.mod.gov.in](http://www.mod.gov.in) and also from [www.tenders.gov.in](http://www.tenders.gov.in)

7. The competent authority in the Department of Defence Production reserves the right to amend/withdraw/relax/modify any of the terms and conditions contained in the Tender Documents or reject any or all applications (offers) without giving any notice or assigning any reason thereof. The decision of Competent Authority will be final and binding.

Yours faithfully,

**(Manmohan)**  
**Under Secretary to the Govt. of India**  
**Tele 2301 1114**

**Copy along with soft copy I duplicate to** :- Director (ES), Mod, with the request that this may please be uploaded on [www.mod.gov.in](http://www.mod.gov.in) and at [www.tenders.gov.in](http://www.tenders.gov.in) at appropriate location immediately.

(Manmohan)  
Under Secretary to the Govt. of India  
Tele 2301 1114

No. 15015/4/2016 – D(Gen/DDP)  
Government of India  
Ministry of Defence  
Department of Defence production  
Room No. 253A, B Wing  
Sena Bhawan, New Delhi - 110001

INVITATION OF QUOTATIONS FOR RATE CONTRACT FOR PROCUREMENT OF  
CARTRIDGE ITEMS FOR Department of Defence Production  
Request for proposal (RFP) No. 02/2016-17

1. Bids under two bid systems (Technical Bid and Commercial Bid) in sealed covers are invited for concluding Annual Rate Contract for procurement of various genuine/original HP/Canon/Panasonic Cartridge items given as under for Offices/Sections of DDP/MOD, New Delhi. On as required basis, for a period of one year Cartridge items to be included in rate contract are listed in part II of this tender enquiry/RFP item Head wise. Please super scribe the above mentioned title, RFP No. and date of opening of the bids on the sealed covers to avoid the bid being declared invalid. In case of two bid system, please also super scribe technical bid and commercial bid on the respective covers.

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

(a) Bids/queries to be addressed to :

**Under Secretary/General/DDP) Ministry of Defence, Room No. 253A, B Wing, Sena Bhawan, New Delhi**

(b) Postal address for sending the Bids :

**Under Secretary(General/DDP), Ministry of Defence, Room No. 253A, B Wing, Sena Bhawan, New Delhi.**

(c) Name/designation of the contact personnel

**Shri Manmohan, Under Secretary(Gen/DDP)**

(d) Telephone numbers of the contact personnel :

**011-23011114**

(e) Fax number 011-23011114

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 Requirement(SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details
- (c) **Part III** Contains Standard Conditions of RFP, 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 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. 500/- (Rupees Five hundred only) (non refundable). The payment will be accepted by Demand Draft in favour of Accounts Officer (DAD), MOD(Civil), New Delhi payable at New Delhi only (cash will not be accepted)

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#### PART I - GENERAL INFORMATION

**Last date and time for depositing the Bids:** The sealed quotations under two bid system Date 03.04.2017 **at 1600** Hrs.(Commercial Bid & Technical Bid) 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 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 DD.MM.YYYY 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.** Reception office, Gate No. 1, Sena Bhawan Department of Defence Production, New Delhi – 11 Only those Bids that are found in

the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids.** Conference Hall, Ministry of Defence, Room No. 332-B, B Wing, Sena Bhawan, New Delhi. 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.

6. **Two Bid System.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Tender Opening Committee.

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 Cartridge items during the financial year FY 2015-16 is Rupees 20 Lakhs 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) day 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 Under Secretary (Gen/DDP), Ministry of Defence 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 Under Secretary (Gen/DDP), Ministry of Defence 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 02.08.2017 i.e up to four months from the last date of submission of the Bids.

14. **EMD** Earnest Money Deposit of Rs. 1,00,000/- in form of DD/pay order in favour of AO(DAD), MOD(Civil) shall be made by the bidder along with Technical Bid. Without EMD, technical bid shall be rejected out rightly. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct Government business. 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 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.

15. The tender forms can be obtained from the Under Secretary (Gen/DDP), Ministry of Defence, Room No. 253A, New Delhi – 11 at the cost of Rs. 500/- The form can also be down loaded from the website [www.mod.DDP.nic.in](http://www.mod.DDP.nic.in)

## **PART II ESSENTIAL**

### **DETAILS OF ITEMS/SERVICES REQUIRED**

1. Schedule of Requirements: List of Cartridge items to be included in the proposed Rate Contract are listed in Appendix 'A' to this tender enquiry/RFP, Description/specifications of the required stationary items along with their Estimated Annual Consumption are also given therein.

2. **Technical details:**

(a) Specifications of the Cartridge items to be included in the Rate Contract are given in Appendix A to this RFP. The items offered by the sellers shall conform to these specifications failing which such tenders will be technically rejected. Format for submission of Technical Bids is at Appendix B of this RFP.

3. **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 31<sup>st</sup> Mar of the previous financial year, should not be less than Rs 1 crore. Documentary evidence to this effect duly attested by CA should be submitted along with the technical bid.

(b) Bidder must have valid VAT/Sales Tax Registration Certification. A copy of the certificate along with receipt of the last premium paid should be enclosed with the Technical-Bid.

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

4. **Two Bid System.** The quotation must be submitted by the bidder under two bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per formats at appendix B and Appendix C The documents mentioned in para 3 above should be enclosed with the Technical Bid. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP Specifications Items wise	Specification of item offered	Compliance to RFP specification whether Yes/No	In case of non compliance, deviation from RFP to be specified unambiguous terms.
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5. **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 and 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 drawl 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.

6. **Delivery period.** The successful seller/seller will require to sign an agreement with the Buyer within 15 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 3 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.

7. **Consignee Details.** Under Secretary (Gen/DDP), Room No. 253A, B Wing, Ministry of Defence, Sena Bhawan, New Delhi 110011

8. **Contract operating Authority.** Once the Rate Contract is finalized, the same will be operated by Under Secretary(Gen/DDP), Ministry of Defence, New Delhi

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### **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 disputer, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM – 8 and DPM – 9 (Available in MOD website and can be provided on request).
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/Penalty as the Buyer may deem proper, including but not limited to termination of the



contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller: nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
7. **Non-Disclosure of Contract Documents.** Except with the writer 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 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) The bidders are required to quote the prices on All exclusive basis i.e the quoted prices shall not be included 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 CONDITION 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 for a sum equal to 10% of the estimated annual contract value within 15 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.** Under Secretary (Genl/DDP), through Accounts Officer (DAD), MOD(Civil), New Delhi

(a) The payment of bills will be made on submission of the following documents, whichever applicable, 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) CRVs in duplicate (to be raised by the Buyer)

(iv) Inspection note (to be issued by the inspection authority), if applicable

(v) 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 incorporate in contract).

(vi) Any other document/certificate that may be provided for in the contract

(vii) Use of Acceptance, where applicable

(viii) Photocopy of PBG.

(ix) Copy of Contract.

5. **Price Negotiation:** While concluding Rate Contract, the Buyer reserves the right to conduct price negotiations by the Financial Bids Evaluation Committee 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.**

(a) The anticipated annual quantity of each items required for which rate contract is proposed is given at **Appendix 'A'**

(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 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.
- (h) 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. Deptts. 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 to 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) In respect of two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the committee constituted for the purpose in Department of Defence Production, Ministry of Defence with reference to the qualifying characteristics of the services 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 qualifying criteria.
- (c) Format for Price Bid is at Appendix C to this RFP. The Lowest Bid will be decided upon based on the **lowest grand total price** of each item 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
- (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.
- (e) Any other criteria as applicable to suit a particular case.

APPENDIX 'A'  
Refer Para 1 of part II

DETAILS OF CARTRIDGE ITEMS WITH DESCRIPTION/SPECIFICATIONS  
TO BE INCLUDED IN RATE CONTRACT

S No.	Description	A/U	Estimated Annual Qty
(a)	(b)	(c)	(d)
1.	HP CC 388A	Nos.	200
2.	HP 36 A	Nos.	20
3.	HP Q 2612A	Nos.	100
4.	HP CF 210 Black	Nos.	10
5.	HP CF 211 Cyan	Nos.	10
6.	HP CF 212 Magenta	Nos.	10
7.	HP CF 213 Yellow	Nos.	10
8.	HP 310 A Black	Nos	10
9.	HP 311 A Colour	Nos	10
10.	HP 312 A Colour	Nos	10
11.	HP 313 A Colour	Nos	10
12.	HP CE 320A	Nos.	50
13.	HP CE 321A	Nos.	50
14.	HP CE 322A	Nos.	50
15.	HP CE 323A	Nos.	50
16.	HP 678 set	Nos.	10
17.	HP 360A	Nos.	10
18.	HP 361A	Nos.	10
19.	HP 362A	Nos.	10
20.	HP 363A	Nos.	10
21.	HP 934XL Black	Nos.	20
22.	HP 935XL Colour	Nos.	20
23.	HP 950 XL Black	Nos.	20
24.	HP 951 XL Colour	Nos.	20
25.	HP 852	Nos.	20
26.	HP 853	Nos.	20
27.	HP 855 Colour	Nos.	20
28.	HP 857	Nos.	20
29.	HP 862	Nos.	20
30.	HP 278A	Nos.	50
31.	Canon 328 toner	Nos.	100
32.	Canon FX-9 Toner	Nos.	50
33.	Canon FX-3 Toner	Nos.	50
34.	Canon 337 starter	Nos.	20
35.	Kyocera TK-114 Toner Kit	Nos.	10
36.	Panasonic FAT K509	Nos.	10

Refer para-3 of Part-II and Para 1(B) of Part-V of the RFP/TE

FORMAT FOR SUBMISSION OF TECHNICAL BID

S.No.	Tendered Parameters/Eligibility Criteria	Documentary Evidence required to be attached	Compliance by the tenderer (Yes/No)
1.	Annual financial turnover during each of the last three years, ending 31 <sup>st</sup> Mar of the previous financial year, should not be less than one crore.	Audited Balance Sheet for the last three Fys to be enclosed	
2.	Bidders must have valid VAT/Sales Tax Registration Certificate	A copy of the certificate along with receipt of last premium paid should be enclosed	
3.	Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical Bid.	A copy of the PAN Card should be enclosed	
4.	Compliance to the Schedule of Requirement (Refer Para 4 of Part 2 of the RFP/TE)	Comparative Statement to be enclosed	
5.	Acceptance of All Terms & Conditions of the RFP/TE	A separate letter on the letter head of the firm	
6.	Certificate on Fall Clause as per Appendix 'D' enclosed	Appendix 'D' to be signed and enclosed.	

Office Seal

Place

(Signature of the Tenderer)

Date

Refer Para 4 of Part II and Para 1(c) of Part V of the RFP/TE  
**FORMAT FOR SUBMISSION OF PRICES (PRICE BID)**

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

SL No.	Description of items with make/model or brief specifications I of items	A/U	Anticipate d Annual Qty	Rate per Unit	Total (f+g) (in RS)
(a)	(b)	(c)	(d)	(e)	(g)
1.	HP CC 388A	Nos.	200		
2.	HP 36 A	Nos.	20		
3.	HP Q 2612A	Nos.	100		
4.	HP CF 210 Black	Nos.	10		
5.	HP CF 211 Cyan	Nos.	10		
6.	HP CF 212 Magenta	Nos.	10		
7.	HP CF 213 Yellow	Nos.	10		
8.	HP 310 A Black	Nos	10		
9.	HP 311 A Colour	Nos	10		
10.	HP 312 A Colour	Nos	10		
11.	HP 313 A Colour	Nos	10		
12.	HP CE 320A	Nos.	50		
13.	HP CE 321A	Nos.	50		
14.	HP CE 322A	Nos.	50		
15.	HP CE 323A	Nos.	50		
16.	HP 678 set	Nos.	10		
17.	HP 360A	Nos.	10		
18.	HP 361A	Nos.	10		
19.	HP 362A	Nos.	10		
20.	HP 363A	Nos.	10		
21.	HP 934XL Black	Nos.	20		
22.	HP 935XL Colour	Nos.	20		
23.	HP 950 XL Black	Nos.	20		
24.	HP 951 XL Colour	Nos.	20		
25.	HP 852	Nos.	20		
26.	HP 853	Nos.	20		
27.	HP 855 Colour	Nos.	20		
28.	HP 857	Nos.	20		
29.	HP 862	Nos.	20		
30.	HP 278A	Nos.	50		
31.	Canon 328 toner	Nos.	100		
32.	Canon FX-9 Toner	Nos.	50		
33.	Canon FX-3 Toner	Nos.	50		
34.	Canon 337 starter	Nos.	20		
35.	Kyocera TK-114 Toner Kit	Nos.	10		
36.	Panasonic FAT K509	Nos.	10		
37.				Total	
38.				Tax applicable (%)	
39.				Grand Total (inclusive Taxes)	

Refer Para 8 of Part 8(c) of Part IV of the RFP

(It is mandatory to submit this Certificate, failing which the bids will be rejected)

"I/We certify that there has been no reduction in the rate for providing items listed at Appendix A of this Tender enquiry to the Government under the contract herein and such stationery items have not been offered by me/us to any person/organization including the hirer 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 at lower rate up to the date of submission of the present bid.

Office stamp

Signature of the Bidder

Date