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Directorate of Adventure Physical
Fitness and Sports Activity
Integrated Headquarters
Ministry of Defence
7th Floor Chanakya Bhawan,
Chanakya Puri
New Delhi-110021

DAPSA/5552/18/Diet Supplement

Apr 18

To,
M/s _____

TENDER ENQUIRY FOR PROCUREMENT OF HORSE DIET SUPPLEMENTS
NO.DAPSA/ 5552/18/DIET SUPPLEMENT DATED APR 18


1. Bids in sealed cover are invited for supply of item listed in Part II of this Tender enquiry. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender enquiry are given below –
 - a. Bids/queries to be addressed to : DAPSA, 7th Floor
Chanakya Bhawan
Chanakya Puri
New Delhi -21
 - b. Postal address for sending the Bids: DAPSA, 7th Floor
Chanakya Bhawan
Chanakya Puri
New Delhi -21
 - c. Name/designation of the contact personnel : O i/C INPEC
 - d. Telephone numbers of the contact personnel :01124674063, 01124678404,
 - e. e-mail ids of contact personnel : dapsanavy@gmail.com
 - f. Fax number : 011 24674008

3. This Tender enquiry is divided into five parts as follows:

- a. Part I – Contains General Information and Instructions for the Bidders about the Tender enquiry 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 Tender enquiry, which will form part of the Contract with the successful Bidder.
- d. Part IV – Contains Special Conditions applicable to this Tender enquiry and which will also form part of the contract with the successful Bidder.
- e. Part V – Contains evaluation criteria and format for Bid.

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 without serving any notice to any party.

Yours faithfully


(Akhil Sirohi)
Commander
JDAPSA
25 Apr 18

(RFP)

REQUEST FOR PROPOSAL
No.DAPSA/ 5552/18/Diet Supplement dated Apr 18
(AS PER DPM 2009)

PROCUREMENT OF HORSE DIET SUPPLEMENTS
APR 18

INDEX FOR TENDER ENQUIRY

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PART I
GENERAL INFORMATION

1. LAST DATE AND TIME FOR DEPOSITING THE BID: 1030 hrs on 21 May 18.

The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. MANNER OF DEPOSITING THE BID: Sealed Bid should be either dropped in the Tender Box marked as “ **Tender box for PROCUREMENT OF HORSE DIET SUPPLEMENTS**” 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.

3. TIME AND DATE FOR OPENING OF BID:

Bids will be opened at **1100 hrs on 21 May 18** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. LOCATION OF THE TENDER BOX: DAPSA, 7th Floor Chanakya Bhavan, Chanakya Puri New Delhi -21 .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:DAPSA, 7th Floor Chanakya Bhavan, Chanakya Puri New Delhi -21.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. 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.

7. CLARIFICATION REGARDING CONTENTS OF THE RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications 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.

8. 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 the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security, if any.

09. CLARIFICATION REGARDING CONTENTS OF THE BIDS: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. REJECTION OF BIDS: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

11. 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.

12. VALIDITY OF BIDS: The Bids should remain valid till 180 days from the last date of submission of the Bids.

13. EARNEST MONEY DEPOSIT: – Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 45,000/-** (Rupees **Forty Five Thousand** only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II
ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of Requirements: HORSE DIET SUPPLEMENT

S. No	Description	Deno
01	Protein X Supplements	Kg
02	Glucose	Kg
03	Electrol	Kg
04	Himalaya Batisa	Kg
05	Oats(Crushed)	Kg
06	Mustard Oil	Kg
07	Jaggery	Kg
08	Rock Salt	Kg

Note: (a) The Bids are required to be submitted on the letter head of the firm with valid TIN/TAN No. The Buyer may ask for the sample of the products offered in the Bid, if deemed essential. The sample is to be supplied within stipulated time as promulgated by the Buyer. Failing which the firm will be rejected for which the Buyer reserves the right.

(b) The firm/company should clearly mention about its acceptance/non-acceptance to the specifications, terms and conditions of the RFP. In case of noncompliance, deviation from RFP to be specified in unambiguous terms.

(c) The Reprs of the Buyer may visit, if necessary, to inspect the hygienic standard of the store of the firms, packing and preparation of horse diet supplements.

2. Delivery Period. The time allowed delivery will be **60 days**, from the effective date of the contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. The user has the right to order staggered delivery over a period of 01 year.

3. TERMS OF DELIVERY DATE OF DELIVERY

Local Delivery at Site: The date on which the delivery is made at the consignee's site at INPEC, 61 Cavalry, Delhi Cantt, New Delhi.

4. Consignee details & Delivery The Consignee for all material will be the PDAPSA 7th Floor , Chanakya Bhawan , Chanakyapuri , New Delhi -21 and the items(Horse Diet supplements) will be delivered at INPEC, 61 Cavalry, Delhi Cantt, New Delhi.

PART III
STANDARD CONDITIONS OF RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or 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 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such

individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) Unilaterally by the buyer, if services are not found to be satisfactory or breach of any contract clauses with 15 days notice.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) Unilaterally by the buyer, if the contractor is not complying to any of the Statuary Acts of Govt of India/Delhi Govt.
- (d) As per the decision n 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) **General.**

(i) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/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 duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/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 duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) Customs Duty.

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number.....dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three

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months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) GST.

(i) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and no liability of GST will be developed upon the Buyer.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST and the same is payable as per the terms of the contract.

(d) Tax deduction at source:- As per existing rules.

PART IV**SPECIAL CONDITIONS OF TENDER ENQUIRY**

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

1. Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. Option Clause: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. Repeat Order Clause: – The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. Tolerance clause : NA

5. PAYMENT TERMS FOR INDIGENOUS SELLER :

The Payment will be made on delivery and acceptance by the user. The user has the right to order for staggered delivery, wherein, the user reserves the right to order delivery total quantity in parts over a period of 01 year. In such cases the payment will be restricted to the total quantity received by the buyer each time. The delivery shall not be staggered by the buyer more than 06 times and the total quantity will be received by the buyer within 01 year of placing the supply order.

6. PAYMENT TERMS FOR FOREIGN SELLERS : NA

7. ADVANCE PAYMENT: No advance payment will be made to any firm/supplier/company at any circumstance.

8. PAYING AUTHORITY:

a. Indigenous Sellers: (JCDA(N), Delhi). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

i. Ink-signed copy of contingent bill / Seller's bill.

ii. Ink-signed copy of Commercial invoice / Seller's bill.

iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

iv. CRVs in duplicate.

v. Inspection note.

- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. Exemption certificate for Excise duty / Customs duty, if applicable.
- viii. Bank guarantee for advance, if any.
- ix. Guarantee / Warranty certificate.
- x. Performance Bank guarantee / Indemnity bond where applicable.
- xi. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- xii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
- xiii. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xiv. User Acceptance.
- xv. Xerox copy of PBG.

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

b. Foreign Sellers - NA

9. Fall clause - The following Fall clause will form part of the contract placed on successful Bidder -

- a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.
- b. If at any time, during the said period the Seller reduces the sale price, sells or offers to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-
 - i. Exports by the Seller.

- ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
 - iii. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- c. The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

10. Exchange Rate Variation Clause: NA

11. Risk & Expense clause –

1. 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.
2. 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.
3. 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.

12. Force Majeure clause

- a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or

Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
 - c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
 - d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
 - e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
11. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP.
12. **Transportation:** The delivery of the items will be local deliver at site at INPEC, C/o 61st Cavalry, Delhi Cantt, New Delhi.
13. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or 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. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements. The quality of the stores shall be of good quality. The seller should submit a written certificate that all the requirements of RFP in terms of quality has been adhere to.
14. **Quality Assurance:** The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.
15. **Inspection Authority:** The Inspection will be carried out by DAPSA. The mode of Inspection will be User Inspection.
16. **Joint Receipt Inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder –
- a. The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at location to be nominated by the Buyer. JRI shall be completed within 07 working days of arrival of good at Consignee premises. JRI will consist of:-

i. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.

ii. Complete Warranty checking of the stores as per specifications in the contract.

b. JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of fifteen (02) days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI.

c. Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 07 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, Acceptance Certificate shall not be issued and claims raised as per the Article on Claims in the contract. In case of claims, Acceptance Certificate shall be issued by Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI shall be deemed to have been performed and the stores/equipment fully accepted.

17. **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.”

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

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

d. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the 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.

19. PERFORMANCE WARRANTY OF THE WORK

19.1 The contractor shall certify that no sub-standard, unhygienic diet supplements have been supplied and should submit a written certificate that all the requirement of RFP in terms of quality, quantity and specification have been adhered to.

19.2 The contractor shall undertake that all items would be supplied afresh, if found not upto the satisfaction of the buyer.

19.3 In case the contractor fails to supply the items afresh or provide any justification in defence procure the item within the 01 month, the Buyer shall procure the items from other sources and recover the cost of the contractor by encashing the bank guarantee. In case any additional expenditure is incurred by the buyer on this account, the same shall be borne by the contractor.

19.4 The contractor shall also undertake to discharge all other requisite obligations as per this contract at his own cost.

19.5 The contractor (in case of a foreign vendor) shall appoint an Agent in India who shall be a co-obligant for all purpose, till the expiry of the Performance warranty.

19.6 The text of Performance Warranty shall be as prescribed by the Consultant and approved by the buyer.

i. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

ii. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within the warranty period.

iii. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

Part V

EVALUATION CRITERIA & 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.
 - b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - c. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
 - d. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - 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 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. Moreover, L1 will be determined on the complete scope of works as indicated in this RFP and not on individual items.
 - g. PDAPSA reserves the right to negotiate commercial with the shortlisted vendors. PDAPSA is not bound to buy its requirements from the lowest bidder.

J. Any other criteria as deemed fit later to suit this particular case.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details: Moreover the price bid is required to be submitted in form of attached with this RFP.

SI	Description/item Name	Unit Price	Qty	Total Price
(a)				
(b)				
		Total Price of items		

3. **Additional information in Price Bid on Taxes and duties:-**

- a. Is Excise Duty extra?
- b. If yes, mention the following –
 - i. Total value of items on which Excise Duty is leviable:
 - ii. Rate of Excise duty (item-wise if different ED is applicable):
 - iii. Surcharge on Excise duty, if applicable?
 - iv. Total value of excise duty payable:
- c. Is VAT extra?
- d. If yes, then mention the following:
 - i. Total value on which VAT is leviable:
 - ii. Rate of VAT:
 - iii. Total value of VAT leviable:
- e. Is Service Tax extra?
 - i. If yes, then mention the following:
 - i. Total value of Services on which Service Tax is leviable:
 - ii. Rate of Service Tax leviable:
 - iii. Total value of Service Tax leviable:
- f. Is Custom Duty Exemption (CDE) required:
- g. If yes, then mention the following:
 - i. Custom notification number under which CDE can be given(Enclose a copy):
 - ii. CIF value of stores to be imported:
 - iii. Rate of Customs Duty payable:
 - iv. Total amount of Customs Duty payable:
 - v. Octroi / Entry taxes:
 - vi. Any other Taxes / Duties / Overheads / Other costs:
- h. Is GST extra, (GST %)
- j. Grand Total:

4. All the financial details are to be mentioned in the price bid only. Anything mentioned in any other part of the submitted documents having a financial bearing will not be considered.

FORMAT FOR PRICE BID

SI No.	Items	HSN Code as per GST	Qty in Kg	Rate per Kg	Applicable taxes (GST) / any other charges	Grand Total for total qty as per RFP (inclusive of all ie taxes, Transportation etc)
(a)	Oats(crushed)		01			
(b)	Mustard Oil		01			
(c)	Jaggery		01			
(d)	Rock Salt		01			
(e)	Protein X supplement		01			
(f)	Glucose		01			
(g)	Electrol		01			
(h)	Himalaya Batisha		01			

Note:- The prices quoted should be inclusive of transportation charges to the INPEC, C/o 61 CAV , Delhi Cant, New Delhi- 28.