

REQUEST FOR PROPOSAL

COMMAND HOSPITAL AIR FORCE BANGALORE 560007

INVITATION OF BIDS FOR PROCUREMENT OF SURGICAL ITEMS

1. Bids in in GEM Portal are invited for supply of following item. (List Attached)
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: **Commandant, CHAF, Bangalore**
 - (b) Postal address for sending the Bids: **Command Hospital Air Force,
Agram Post,
Old HAL Air Port Road,
Bangalore 560007**
 - (c) Name/designation of the contact personnel: **Commandant, CHAFB**
 - (d) Telephone numbers of the contact personnel: **025369030/211**
 - (e) e-mail ids of contact personnel: **Nil**
 - (f) Fax number: **08025519020**
3. This RFP is divided into five Parts as follows:
 - (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

Part I – General information

1. **Last date and time for depositing the Bids:** _____ 2024 at _____ Hrs (..... days from publishing on portal)

Bids should be deposited on GEM portal. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Bids should be deposited on GEM portal

3. **Time and date for opening of Bids:** _____ 2024 at _____ Hrs (To be decided in publishing on GEM Portal basis)

(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 :** GEM Portal

5. **Place of opening of the Bids:** GEM Portal

6. **Two-Bid system:** In case of the 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 Buyer.

7. **Forwarding of Bids** – Bids should be uploaded on GEM Portal

8. **Clarification regarding contents of the RFP:** On GEM Portal

9. **Validity of Bids:** The Bids should remain valid till **180 days** from the last date of submission of the Bids.

10. **Earnest Money Deposit:** – Bidders are required to submit Earnest Money Deposit (EMD) @ 3% of the total value of the proposal along with their bids in the name of **Air Force Public Account Fund, Agaram Post, Bangalore**. 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.

11. **Documents to be submitted by Non Registered Vendors**

All vendors who are not registered with this hospital and participating in Tender Enquiry through DPP Portal are to enclose the following documents.

- (A) **Wholesale Dealers (Distributors) / Retailers/Manufacturer who is a direct supplier.**

(i) Valid Drug License (wholesale / retail certificate) issued by State Drug Controller (form 21 B/Form 21)

(ii) 'No Conviction' certificate with validity of one year issued by State Govt.

(iii) Annual turnover duly certified by CA to confirm sound financial status.

(iv) Manufacturer Agency Agreement i.e., Authorization letter, Dealership certificate from reputed manufacturers whose items will be supplied.

(v) Copy of Supply Order issued to vendor from reputed Govt/Civil institutes, ISO/BIS/CE Certificate

(vi) PAN Card, IT returns, Income Tax clearance certificate for last 03 years audited by CA .

(vii) CST, KST, GST, TIN, State sales tax Regn Certificates.

(viii) Affidavit on Rs. 100/- non judicial stamp paper clearly stating the following:-

(a) Name and address of the proprietor of the Distribution Units.

(b) Addresses of their business premises/storage/godown/warehouses, which will be shown to the inspecting team.

(c) Non-encumbrance in terms of sales tax, income tax, vigilance inquiry/litigation and black listing by any Govt Organization.

(ix) An undertaking on Rs. 100 non judicial stamp paper to honor contractual obligations and self-certification regarding quality assurance protocol followed and undertaking that the Vendor has not been barred/blacklisted with regards to business dealings of any pharmaceutical product by office of the DGAFMS or any Central/State Govt agency.

(x) A Performance Bank Guarantee of 05% of the amount of supply order when placed will be deposited with Command Hospital (AF) as security deposit.

(B) Documents to be submitted in respect of reputed Manufacturers whose items will be supplied by Wholesale Dealers (Distributors) / Retailers/Manufacturer who is also a direct supplier

(i) DGQA Registration **OR** Holding **GMP/WHO GMP Certificate** issued by the State/Central authorities duly supported by Manufacturing license for the drug along with annual turnover (of pharmaceutical products only) of more than Rs. 20 crores per year for the last three consecutive years with product list. Last three years' statement of accounts duly audited & certified by CA. **OR** Original inventor of the molecule

(ii) **Manufacturing & Marketing Certificate/license** number issued by the Central / State Drug Controller for three consecutive years with product list. The condition will not apply to drugs which are introduced in India less than three years ago; hence the vendors will submit a certificate from Drug Controller (s) and Drug License in support of their claim.

(iii) For Imported drugs: **WHO GMP certificate / Certificate of Pharmaceuticals Product (COPP)**/ Import Regn on F-41 & F-10 as per Drugs & Cosmetic rules 1945.

(iv) **Annual turnover/ Manufacturing / Marketing certificate** of foreign manufactures if applicable.

(v) Proof of registration with DGAFMS (Rate Contract), DGQA registration or **any other Armed Forces hospitals/ copy of SO from any reputed civil / Govt institutes compulsory.**

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements**– List of items / services required is as follows:
Name/Type of item/services/description of stores Qty required
2. **Technical Details: PROCUREMENT OF EXPENDABLE MEDICAL STORES (list Attached)**
 - (a) Requirement of training/on-job training : **No**
 - (b) Requirement of installation/commissioning : **N/A**
 - (c) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT)
 - (d) **Requirement of Technical documentation : Yes**
 - (e) Nature of assistance required after completion of warranty : **No**
 - (f) Requirement of pre-site/equipment inspection : Nil
 - (g) Any other details, as considered necessary : NIL
3. **Two-Bid System** - In respect of two-bid system, Bidders are 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 specifications wise	RFP item-	Specification of item offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period**- Delivery period for supply of items would be _____ **days** from the effective date of issue of Supply order. Please note that Supply order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Consignee details-**

**Medical Stores
Command Hospital Air Force,
Agram Post, Bangalore 560007**

11. **Delivery Conditions:**
 - (a) On receipt of goods from supplier, Inspecting Agency will inspect the stores for correctness of quality, quantity and related documents.
 - (b) Firm will deliver stores as per time schedule mentioned below:- 0800 hrs to 1300 hrs on all working days.
 - (c) The stores shall be properly packed as per relevant clauses of specification without any additional cost to avoid loss or damage during transit so as to reach the consignee in perfect good condition and fit for use. Cold chain is to be maintained wherever required.
 - (d) Part supply of items in supply order will not be accepted. Supply should be affected in full, latest by delivery date mentioned in supply order.
 - (e) On the outer packing/covering of each cartons box the following must be written/ marked in bold letters, on all sides.
 - (i) PVMS/NIV number.
 - (ii) Nomenclature of items.
 - (iii) Expiry Date.
 - (iv) Quantity.
 - (f) **Free door step delivery** should be made to the ultimate concerned consignee within the stipulated time period from the date of supply orders. In case items are required urgently, the firm / supplier will have to supply the same on urgent basis at the quoted price. The date of signing of SO will be counted as part of the DP.

12. **Delivery Period Extension**. DP extension will be granted for Force Majeure cases. Besides Force Majeure cases DP extension will be granted in exception cases. In such cases the supplier shall seek a prior extension before the expiry of the validity period with valid justification. Extension will be granted only where the CFA is convinced that supplier would come forwarded during extended DP. The maximum period of extension of delivery that may be granted shall be such that the total period i.e., the original delivery period plus the extension, does not exceed twice the original delivery period. Extension beyond date of delivery period will only be admissible with liquidated damages @ 0.5% per week. The total damages shall not exceed value of 10% of goods delayed beyond the original date of delivery as indicated in the supply order.

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 favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any 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, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has

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

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

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

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

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **(120 Days)** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **(180 Days)** 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) All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be mentioned as per detailed format.

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:**

a. **Indigenous cases:** 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 05 % 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/actual delivery of the product. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). **PBG is exempted for registered vendors of this hospital.**

b. **Foreign cases:** The Seller will be required to furnish a Performance Guarantee by way of a Bank Guarantee from Seller's Bank through an internationally recognised first class Bank in favour of the Government of India, Ministry of Defence to be confirmed by public sector bank or a private sector bank authorized to undertake government transactions (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) equal to 10(five percent) of the total value of this contract i.e. for US \$ (US Dollars (in words) only). Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The Performance Bank Guarantee shall be considered open upon receipt by the Buyer's Bank. In case any claims or any other contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all contract obligations. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the contract are not fulfilled by the Seller. 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 185 present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

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

4. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to ___% plus/minus

increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. Payment Terms for Indigenous Sellers - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% payment on delivery and acceptance by the user.

5. **Advance Payments:**

(a) No advance payment(s) will be made.

6. **Paying Authority: SAO, COMMAND HOSPITAL, AIR FORCE BANGALORE**

(a) Indigenous Sellers: (Name and address, contact details). 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) Photo 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)

7. **Fall clause** - The Following Fall clause will form part of the contract placed on successful Bidder –

- (a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/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 to any person/organization 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, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

- (i) Exports by the Seller.
 - (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
 - (iii) Sale of goods such as drugs which have expiry dates.
 - (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts. including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/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 up to 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 -"

8. **Risk & Expense clause –**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:- a. Such default. b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract."

9. **Force Majeure clause**

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

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

12. Arbitration: All disputes, difference or question between the parties prior to touching the subject matter of the agreement or respective rights or duties or liabilities of the parties under/or in respect of this agreement shall be referred to the sole arbitration of the Commandant or person appointed by him on his behalf and decision of such arbitrator shall be final and binding on both the parties. The venue of arbitration shall be the place where formal acceptance of tender is issued.

13. Jurisdiction of Court: Courts of Bangalore alone shall have jurisdiction to decide any dispute arising out of or in respect of the agreement

14. Specification: The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (60) days of affecting such up gradation/alterations.

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

16. Earliest Acceptable Year of Manufacture: 2024 Quality / Life certificate will need to be enclosed with the Bill.

17. 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 (2024), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

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

19. Inspection Authority: The Inspection will be carried out by BOO detailed by Commandant CHAF, BANGALORE. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

20. Warranty– if Applicable

- a. The following Warranty will form part of the contract placed on successful Bidder –
- i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - ii. The Seller warrants for a period of ____ months from the date of acceptance of stores by date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
 - iii. 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.

21. Product Support: The following Product Support clause will form part of the contract placed on successful Bidder –

- a. The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipments (STE) sub Supply Ordered from other agencies/ manufacturer by the Seller for a maximum period of ____ years including ____ years of warranty period after the delivery of _____ (name of equipment).
- b. The Seller agrees to undertake Maintenance Supply Order for a maximum period of ____ months, extendable till the complete Engineering Support Package is provided by the Seller.
- c. In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.
- d. Any improvement/modification/ up gradation being undertaken by Seller or their sub suppliers on the stores/equipment being purchased under the Supply Order will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.
- e. The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub assemblies and stores supplied under this Supply Order for a period of ____ years as maintenance Supply Order as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria–As per GEM Portal**

SCHEDULE OF REQUIREMENTS VIDE GEM BID NO: GEM/2024/B/_____

List of item /services required as follows:

SI No	PVMS/ NIV NO	NOMENCLATURE	A/U	Qty
1	NIV/3413	Surform blade half round	No	10
2	NIV/9820	Activity level 2. Four bar polycentric knee joint. Extension assist. Proximal, Distal connector Pyramid. Stainless steel. Wt<700gm. User Weight 8805 100Kg. Flexion 8805; 100 degrees. System height >50mm. Warranty 8805; 12 months	No	7
3	NIV/10026	Perlon elastic stockinette, white. 15CM	Roll	4
4	NIV/10025	Perlon elastic stockinette, white. 10CM	Roll	4
5	NIV/9642	SACH Foot. PU (Nylon Keel, Water proof) - 25Lt	No	3
6	NIV/9643	SACH Foot. PU (Nylon Keel, Water proof) - 25Rt	No	3
7	NIV/9644	SACH Foot. PU (Nylon Keel, Water proof) - 26Lt	No	3
8	NIV/9645	SACH Foot. PU (Nylon Keel, Water proof) - 26Rt	No	2
9	NIV/9646	SACH Foot. PU (Nylon Keel, Water Proof) - 27Lt	No	1
10	NIV/9656	Activity Level 1 Multi-axial foot with removable foot shell & sock. Full-length Composite base, Sandal toe. Foot Wt <600gm. Build height ≤65mm. Heel height 10mm. Max user weight > 120Kg Warranty 8805; 24 months. Lt. 22.		2
11	NIV/9656	Activity Level 1 Multi-axial foot with removable foot shell, sock. Full-length Composite base, Sandal toe.	No	1

		Foot Wt <600gm. Build height 8804;65mm. Heel height10mm. Max user weight > 120Kg Warranty 8805; 24 months. Lt. 23.		
12	NIV/9639	SACH Foot. PU (Nylon Keel, Water proof) - 23Rt	No	1
13	NIV/9640	SACH Foot. PU (Nylon Keel, Water proof) - 24Lt	No	2
14	NIV/9641	SACH Foot. PU (Nylon Keel, Water proof) - 24Rt	No	3
15	NIV/9637	Hip Disarticulation Kit, Mechanical.	KIT	1
16	NIV/3225	Transfemoral (AK) Kit for Laminated Socket. Adult. Containing Foot Adapter qty 01 (one) Tube Adapter 30mm AK qty 01 (one), Clamp Adapter 30mm qty 01 (one), 4 arm AK Rotatable	KIT	1
17	NIV/9698	Activity Level 2 Foot with Carbon Fibre split toe, PU heel with removable foot shell, sock. Full-length toe lever, Proportional response, Sandal toe. Foot Wt with shell <600gm. Build height ≤125mm. Heel height; 10mm. Max user weight ≥125Kg.Lt 27	No	1

BBQR: ALSC

SL NO	PVMS/NIV NO.	NOMENCLATURE	BBQR
01.	NIV/3413	Surform Blade(Half Round)	HalfRound convex blade used for fast stock removal and shaping curved surfaces.
02.	NIV/9820	Activity level 2. Four bar polycentric knee joint. Extension assist.	Activity level 2. Four bar polycentric knee joint. Extension assist. Proximal, Distal connector – Pyramid. Stainless steel. Wt <700gm. User Weight; 100Kg. Flexion; 100 degrees. System height >50mm. Warranty; 12 months.
03.	NIV/10026	Perlon elastic stockinette, white. 150mm	It is used for laminating as a first and last layer of a lamination layup while making of prosthetic socket by lamination.
04.	NIV/10025	Perlon elastic stockinette, white. 100mm	It is used for laminating as a first and last layer of a lamination layup while making of prosthetic socket by lamination.
05.	NIV/9642	SACH Foot 25Lt	SACH Foot. PU (Nylon Keel, Water proof) - 25Lt
06.	NIV/9643	SACH Foot 25Rt	SACH Foot. PU (Nylon Keel, Water proof) - 25Rt
07.	NIV/9644	SACH Foot 26Lt	SACH Foot. PU (Nylon Keel, Water proof) - 26Lt
08.	NIV/9645	SACH Foot 26Rt	SACH Foot. PU (Nylon Keel, Water proof) - 26Rt
09.	NIV/9646	SACH Foot. 27Lt	SACH Foot. PU (Nylon Keel, Water Proof) - 27Lt
10.	NIV/9654	Activity Level 1 Multi-axial foot. Lt. 22.	Activity Level 1 Multi-axial foot with removable foot shell & sock. Full-length Composite base, Sandal toe. Foot Wt <600gm. Build height ≤65mm. Heel height–10mm. Max user weight > 120Kg. Warranty ≥ 24 months. Lt. 22.
11.	NIV/9656	Activity Level 1 Multi-axial. Lt. 23.	Activity Level 1 Multi-axial foot with removable foot shell & sock. Full-length Composite base, Sandal toe. Foot Wt <600gm. Build height ≤65mm. Heel height–10mm. Max user weight > 120Kg. Warranty ≥ 24 months. Lt. 23.
12.	NIV/9639	SACH Foot. 23Rt	SACH Foot. PU (Nylon Keel, Water proof) - 23Rt
13.	NIV/9640	SACH Foot. 24Lt	SACH Foot. PU (Nylon Keel, Water proof) - 24Lt
14.	NIV/9641	SACH Foot 24Rt	SACH Foot. PU (Nylon Keel, Water proof) - 24Rt
15.	NIV/9637	Hip Disarticulation Kit, Mechanical.	Hip Disarticulation Kit, Mechanical. Consisting of Angular tube clamp adapter qty 01(one), Modular mono-centric hip joint qty 01(One), Finishing kit for modular hip disarticulation prosthesis qty 01(One), Elastic strap, Hook and loop. Cosmetic Stocking qty pair 01(one pr)
16.	NIV/3225	Above knee prosthetic endoskeletal kit	Transfemoral (AK) Kit for Laminated Socket. Adult. Containing Foot Adapter qty 01(one), Tube Adapter 30mm AK qty 01(one), Tube Clamp Adapter 30mm qty 01(one), 4 arm AK Rotatable Lamination anchor adapter qty 01(one), AK foam cover qty 01(one). Cosmetic Stocking qty pair 01(one pr)
17.	NIV/9698	Activity Level 2 Foot with Carbon Fibre split toe, Lt. 27.	Activity Level 2 Foot with Carbon Fibre split toe, PU heel with removable foot shell, and sock. Full-length toe lever, Proportional response, Sandal toe. Foot Wt with shell <600gm. Build height ≤125mm. Heel height–10mm. Max user weight ≥125Kg. Warranty ≥ 24 months. Lt. 27.

(M. Murali)

Air Cmde
OIC ALSC
CHAF, Bangalore