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Military Institute of Technology
Girinagar, Pune- 411 025

RFP No. MILIT/PR-05/01/IFA/2019-20/01

Date : 07 May 19

Name of vendors

INVITATION OF BIDS FOR PRINTING OF 207 COPIES OF ANNUAL MAGAZINE 'GHORPAD'
FOR MILIT, GIRINAGAR, PUNE – 411025
(SINGLE BID SYSTEM)

MILIT/PR-05/01/IFA/2019-20/01 Dated 07 May 19

1. This procurement will be carried out through the e-procurement system of NIC at URL <https://eprocure.gov.in/eprocure/app>.

2. On-line bids under Open Tender Enquiry following the Two/Single bid system are invited for supply of items listed in Part II of this RFP by the **MILIT, GIRINAGAR, PUNE – 411025**. The tender reference Number is **RFP NO. MILIT/PR-05/01/IFA/2019-20/01 Dated 07 May 19** and can be viewed at <https://eprocure.gov.in/eprocure/app>.

3. 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, MILIT, Girinagar,
Pune-411 025 |
| (b) Postal address for sending Bids | Commandant, MILIT, Girinagar,
Pune-411 025 |
| (c) Name/Designation of the Contact Person | Lt Col Sujit Malik |
| (d) Tele Nos. | 020-24304337/24304328 |
| (e) E- Mail IDs of contact persons | milit_mmg@diat.ac.in
msujit_milit@diat.ac.in |
| (f) FAX Nos. | 020-24388002 |

4. 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, manner 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 Commercial Bids.

5. 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

6. **Critical Dates:** The critical dates with respect to the Tender Ref No **RFP NO. MILIT/PR-05/01/IFA/2019-20/01 Dated 07 May 19** are as follows:

CRITICAL DATE SHEET				
Sl. No	Item	Date	Time	Remarks
(a)	Publishing date	10 May 19	1855h	
(b)	Document download start date	11 May 19	0900h	
(c)	Document download end date	23 May 19	1700h	
(d)	Seek Clarification start date	11 May 19	0930h	
(e)	Seek Clarification end date	22 May 19	1700h	
(f)	Last date of submission of bids	23 May 19	1700h	
(g)	Bid opening date	24 May 19	1130h	After verification of Physical documents

7. **Manner of depositing the Bids.** The bids will be submitted through on- line mode of central Public Procurement Portal (CPPP) [<https://eprocure.gov.in/eprocure/app>]. However, certain documents would be required to be submitted physically to be dropped in the tender box/ sent by post at the prescribed location / address. Details are as follows:

8. **Online Submission**

- (a) Commercial Bids in form of “BOQ” (Bill of Quantities) as attached separately
- (b) Scanned copy of EMD documents or Proof of Exemption

Note: Commercial Bid submitted through any other mode other than the online provision through CPPP would be rendered invalid.

9. **Physical Submission** Documents to be submitted in hard copy: The original of the following documents shall be submitted physically in a sealed envelope and dropped in the tender box/ sent by post so as to reach prior to bid submission closing date & time. The responsibility to ensure this lies with the Bidder. The envelope should be super scribed with **PRINTING OF 207 COPIES OF ANNUAL MAGAZINE 'GHORPAD' FOR MILIT Tender/ RFP NO. MILIT/PR-05/01/IFA/2019-20/01 Dated 07 May 19**

- (a) EMD if applicable or proof of exemption.
- (b) The EMD may be forwarded in the form of Fixed Deposit Receipt or Bank Guarantee from any of the Public sector bank or a private sector bank authorised to conduct Govt. business in favour of Commandant, MILIT, Girinagar, Pune-411 025' payable at Pune.
- (c) Certificate of Acceptance of Standard and Special Conditions of RFP (ie Part III & IV of RFP) attached as **Appx A**.
- (d) Certificate of Non-disclosure of Contract as per **Appx 'B'**.
- (e) Technical Compliance Certificate as given in **Appx 'C'**.
- (f) Schedule of requirement is at **Appx 'D'**.
- (g) BOQ in excl sheet is at **Appx 'E'**

Note: Documents which are to be physically submitted, if not done, would render the bid invalid.

10. **Location of the Tender Box:**

- (a) **MMG, Military Institute of Technology, MILIT, Girinagar, Pune – 411 025.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
- (b) The address for sending documents by post is at Para 2 (b) of covering letter.

11. **Opening of the Bids:**

- (a) The opening of the bids can be witnessed on-line by the bidders by logging into the e-procurement site at the date and time given at Sl. No. 6 of Part-I.
- (b) The covers in which physical documents have been submitted will also be opened on the same date and time at **MMG, Military Institute of Technology, MILIT, Girinagar, Pune – 411 025.** The list of documents submitted will be read out in the presence of representatives of bidders. This event will not be postponed due to non-presence of your representative.

12. **Forwarding of Bids.** Bids (through CPP Portal) should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & email address of their office.

13. **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 **7 (Seven 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.

15. **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/e-mail/post, which 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.

16. **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.

17. **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.

18. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that the 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 the RFP.

19. **Validity of Bids:** The Bids should remain valid till **90 days** from the last date of submission of the Bids.

20. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 7,500/-** along with their bids. The EMD may be submitted in the form of an Fixed Deposit Receipt or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business except Micro & Small Industries (MSEs) as defined in MSE Procurement Policy issued by Dept of MSME 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. **EMD to be deposited in a separate envelope along with bids.**

Part II – Essential Details of Items/Services required

18. **Schedule of Requirements**. Printing of 207 copies of annual magazine 'GHORPAD' is required. The details are at **Appx 'D'**.

19. **Technical Details**. The technical details are as given below:

Ser	Parameter	Specification
(a)	Size of paper	8.5" X 11"
(b)	Paper Quality	170 for galley and 130 for inner pages GSM
(c)	Pages in the magazine	168
(d)	Printing	4 Colour (Silver and Golden foiling on galley)
(e)	Binding	Galley binding
(f)	Additional Requirement	Soft copy of the magazine in the form of DVD inside a pocket on the back cover of magazine
(g)	DVD	Cover to printed with MILIT logo

20. **Delivery Period (DP)** Delivery period for supply of items would be **3 Weeks** from the effective date of contract. Supplier is also to note that the contract can unilaterally be cancelled by 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. Goods are to be delivered at MILIT Campus post their inspection by the rep detailed by Comdt MILIT.

21. **Consignee Details** – Commandant, MILIT, Girinagar, Pune-411025.

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.

24. **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.

25. **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.

26. **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).

27. **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 Warranty and refund of the amounts paid by the Buyer.

28. **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.

29. **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.

30. **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.

31. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Warrantys and Documents, supply the stores/goods and conduct trials, publishing the wrong content not as per given material 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.

32. **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 three months 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 three months provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

33. **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.

34. **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 aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

35. **Intellectual Property Right (IPR)**. IPR for all items procured ab- initio for the Army or being customized for the Army shall be retained by the Army (Junior Leaders Academy, Bareilly). 14. 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.

36. **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.

37. **Taxes and Duties**:

General

(i) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods/services specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) Any changes in levies, taxes and duties levied by central/state/local governments such as excise duty, GST etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the buyer, to the extent of actual quantum of such duty/tax paid by the seller. 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. Section 64 of sales of goods act will be relevant in this situation

(iv) New provisions issued in DPM 2009 Amendments – I/2015

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.

38. **Special Conditions**. Following conditions should be complied by the vendors:

- (a) The vendor should have a local office in Pune, Maharashtra with offset printing and binding facility.
- (b) The content to be printed will be provided by MILIT, however, there would be requirement of approval of draft magazine with corrections or amendments. Approval of draft before printing may take three to four iterations of corrections. Therefore, vendor must get the draft approved at least four times (draft in soft copy but in printable form) and incorporate changes or corrections, before final draft is given to him for printing.
- (c) The vendor must produce and get approved one copy of final printed magazine before printing all the required copies.
- (d) Sample of the magazine can be seen at MILIT premises before bidding.

38A. **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 Supply Order. Performance Bank Guarantee should be valid up to 60 days beyond the date of the O & M contract of IT assets. The specimen of PBG is given in Form DPM-15 (Attached as Format B).

39. **Advance Payments:** No advance payment(s) will be made. 100% payment shall be made only after receipt, inspection and acceptance by user.

40. **Paying Authority: PCDA (Southern Command), Pune-411001.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (d) CRVs in duplicate.
- (e) Inspection note.
- (f) 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.
- (g) Guarantee / Warranty certificate.
- (h) 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.

(i) 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).

(j) User Acceptance.

41. **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 offer to sell such stores to any person/organization including the Buyer or any Dept, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case maybe 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 Purchase/Contracting Authority 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 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.

(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 upto the date of bill/the date of completion of supplies against all supply orders place 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 (i),(ii),(iii) and (iv) of sub-para (b) above details of which are given below-”.

42. **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:-

(i) Such default.

(ii) 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.

43. **Force Majeure clause**

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

44. **Specification:** As mentioned in Para 19 of Part-II of RFP.
45. **Earliest Acceptable Year of Manufacture:** NA
46. **Transportation:** Transportation clause will form part of the contract placed on successful Bidder. The seller is to deliver the contracted Goods as per delivery schedule at Para 19 of RFP to Commandant, MILIT, Girinagar, Pune- 411 025 within the delivery period in sound condition. Goods are to be delivered on first floor of MMG Bldg located in the Technical area of MILIT Campus.
47. **Packing and Marking:** Standard Packing & Delivered at consignee place.
49. **Inspection Authority:** The Inspection will be carried out jointly by Vendor and **Rep of Comdt MILIT, Girinagar, Pune-411025.**
50. **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.”
51. **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 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.
- (c) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller’s arrangement.
- (d) 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.

(e) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

Part V – Evaluation Criteria & Price Bid issues

53. **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 BoQ.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(d) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. 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. Instant case to be processed as a turnkey project.

(e) Price Bid Format. Commercial Bid Format is provided as BOQ along with this tender document. Bidders are to download this BOQ and quote their offer in the permitted columns.

54. **Determination of L-1 will be done based on basic prices (not including levies, taxes and duties levied by Central/ State/ Local governments etc on final product) of items.** This RFP is being issued with no financial commitment and this Institute reserves the right to change or vary any part thereof at any stage. This Institute also reserves the right to withdraw the RFP, should it become necessary at any stage.

sd010101
(Vikas Tomar)
Lt Col
OIC LP

Appx A

(Refer Para 9 of Part I of RFP)

**CERTIFICATE IS REQUIRED TO BE RENDERED BY THE VENDOR ON THEIR FIRMS
LETTER PAD AND TO BE DROPPED IN THE TENDER BOX ALONG WITH OTHER
PHYSICAL DOCUMENTS AS MENTIONED IN PARA 9 (C) OF PART I OF THIS RFP**

It is certified that all the terms and conditions as given in Part III and Part IV of this RFP are accepted by the company and will be abide by us.

Company Seal

(Authorised signatory of company)

Place _____

Date _____

Appendix 'B'
(Refers to Para 9
of Part-I of RFP)

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. The seller also agrees not to divulge the name and location of the buyer to any unauthorized persons, to the media or in the public domain.

Company Seal

Place:

(Authorised Signatory of Company)

Appendix 'C'
(Refers to Para 9
of Part-I of RFP)

TECHNICAL COMPLIANCE CERTIFICATE

Item	Specification	Compliance whether Yes/No	In case of non-compliance, deviation from RFP to be specified in Unambiguous Terms
Printing of GHORPAD Magazine	Size of paper: 8.5" X 11"		
	Paper Quality: 170 for galley and 130 for inner pages GSM		
	No of Pages: 168		
	Printing: 4 Colour (Silver and Golden foiling on galley)		
	Binding: Galley binding		
	Soft copy of the magazine in the form of DVD inside a pocket on the back cover of magazine		
	Cover to be printed with MILIT logo on the DVD		

SCHEDULE OF REQUIREMENTS

Ser No	Item nomenclature	Qty	A/U	Remarks
1.	Printing of "GHORPAD" Magazine	207	Nos	

