

Tele: 0751-2991664

No.1 Air Force School,
Bhind Road, Maharajpur,
Gwalior - 474020

No 1 AFS/700/29/M7

25 Jan 2024

M/s

(REQUEST FOR PROPOSAL)/ INVITATION OF BIDS (UNDER SINGLE STAGE BIDDING)
FOR SUPPLY AND INSTALLATION OF A NEW HVLS FAN FOR ASSEMBLY AREA
: No. 1 AIR FORCE SCHOOL, GWALIOR

Dear Sir/Madam,

1. Bids in sealed cover are invited for supply of item listed in Part II of this RFP. Please super scribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid. Bidders are to submit **Account Payee Demand Draft of Rs. 300/-**(Rupees Three hundred only) in favour of No. 1 Air Force School, Gwalior as cost of the Tender Form along with the bid.

2. Being single bid system, separate sealed envelopes of technical and commercial bids are to be placed in one outer sealed envelope super scribing the above mentioned title and date of opening of the bids. The envelope containing technical bid must be super scribed as **“Technical Bid for SUPPLY AND INSTALLATION OF A NEW HVLS FAN FOR ASSEMBLY AREA”** and the envelope containing commercial bid must be super scribed **as “Commercial Bid for SUPPLY AND INSTALLATION OF A NEW HVLS FAN FOR ASSEMBLY AREA”**.

3. The address and contract number for sending bids or seeking clarification regarding this RFP are given below:-

- (a). Bids/queries to be addressed to : Chairman No.1 Air Force School, ,
Bhind Road, Maharajpur,
Gwalior, MP-474020
- (b) **Postal address for sending the bids** : **Chairman No.1 Air Force School,**
Bhind Road, Maharajpur,
Gwalior -474020
- (c). Name/designation of the contact personnel: Executive Director

- (d). Telephone No of the contact person : 0751-2991664/ 09781081980
(WO OA Jena School Manager)
- (e). e-mail id of school : no1afsgwl@gmail.com
- (f). Fax number : N/A

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, place of submission and opening of tenders, validity period of tenders, etc.
- (b) Part II - Contains essential details of the item /services required, such as 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.

5. **PLEASE SUPERSCRIBE YOUR FIRM'S NAME, ADDRESS AND REF NO. & DATE OF TENDER OPENING ON SEALED COVER, SO AS TO AVOID THE BID BEING DECLARED UNSOLICITED.**

6. 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.

Sd/-
(Executive Director)

Enclosures: Part I to V

Sig. & Name of Proprietor
With rubber stamp of firm

PART I- GENERAL INFORMATION

1. (i) **Date of floating tender on website: no1airforceschoolgwl.com 25 Jan 2024**
 - (ii) **Last date and time for depositing the Bids: Date 09 Feb 2024 Time 1300 Hrs**
 2. **Manner of depositing the bids: Sealed bids addressed to Chairman, No.1 Air Force School, Bhind Road, Maharajpur, Gwalior should be either dropped in the tender box marked as “TENDER BOX NO.1 AF SCHOOL” or send 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 any delivery /non receipt of bid documents. Bids sent by Fax or e mail will not be considered (unless they have been specifically called for by these modes due to urgency).**
 3. (i) **Pre-bid meeting/ conference: N/A.**
 - (ii) **Time and date for opening of bids: Date 10 Feb 2024 Time 1200 Hrs** (If due to exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next day at the same time or on any other daytime, as intimated by the buyer)
 4. **Location of the Tender box: Main Gate No.1 Air Force School, Bhind Road, Maharajpur, Gwalior, MP**
 5. **Place of opening of the bids: No.1 Air Force School
Bhind Road, Maharajpur, Gwalior, MP**
- The bidders may depute their representative, duly authorized in writing, to attend the opening of bid on the due date and time. Rates and important commercial /technical clauses quoted by all bidders will be read out in presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.
6. **SINGLE STAGE BIDDING: Being Single Stage Bidding System, Technical and Commercial Bids, as remains same and would be opened on the time and date mentioned above.**
 7. **Forwarding of bids: Bids should be forwarded by bidders under their original memo/letter pad giving their complete current postal and e-mail address, GSTIN number, contact and FAX numbers of the office. Bidder’s in addition to stating in their offer the correct legal communication address on which the contract/ purchase order is to be placed and dispatched, are also to give the details of their bankers with SWIFT code and account number.**
 8. **Clarification regarding contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later than 07 days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.**
 9. **Modification and withdrawal of bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by assigned confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of the bids. No**

bid shall be modified after the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.

10. **Clarification regarding contents of the bids:** During evaluation and comparison of bids, 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 changes in price or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of bids:** Canvassing by the bidder in any form, unsolicited letter and post tender correction may invoke summary rejection with forfeiture of EMD (If applicable). Conditional tender will be rejected.

12. **Unwillingness to quote:** Bidder 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 de listed for the given range of items as mentioned in this RFP.

13. **Validity of bids:** The bids should remain valid up to 120 days after acceptance of PNC.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 20,000/- (Twenty thousand only)** along with their bids. Non submission of EMD will result in rejection of the bid. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque from any of the public sector bank or a private sector bank authorized to conduct government business as per form DPM-13. EMD is to remain valid for a period of sixty 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 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 for the same item/ range of products/ goods/ services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any department of MoD or MoD itself, **subject to the submission of sufficient / relevant documentary proof with the RFP.** The EMD will be forfeited, if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tender. **EMD to be provided in favour of No.1 Air Force School, Gwalior.**

15. **Work experience clause.** Not applicable.

16. **EPF and ESI Compliance-** N/A

17. **Safety and Security of workers/ labourers etc at site-** The contractor/ vendor will be wholly responsible for overall safety and security, of the workers/ labourers/ any other person, engaged in the project work by the vendor/ contractor, at the site. The School Management, in no case, will be responsible in any manner for any casualty/ untoward incident, takes place at site/ in the school premises. In such a case, the vendor/ contractor will be fully responsible/ liable for fulfilling/ complying all sorts of medical/ legal/ welfare/ any other statutory or procedural requirement in respect of the worker/ labourer etc.

18. **GST Compliance-** GST no. endorsement is mandatory. As per rule 51 of GST Act 01% TDs on GST is required to be deducted. This action however is held in abeyance. However, as the items would arrive in **FY 2023-24**, this would be made applicable by then. Hence, requirement of GST is mandatory.

19. **Clearance and restoration of site-** The bidder/ vendor will clear the site, by removing of all sorts of debris, after completion of work/ supply and shall also restore the site in the previous condition in terms of painting/ touch-up/ electricity/ civil/ mechanical and any other necessary work required for. All the expenses/ arrangements for this purpose will be made by bidder/ vendor in this regard and the user (school) will not be liable for any such expenses/ arrangement beyond its contract amount/ terms & conditions.

20. **CONDITIONAL RFP/ RFP WITH ANY CHANGES WILL NOT BE ACCEPTED-** Any change in the terms and conditions of this RFP will not be accepted/ considered in any circumstances. It means conditional RFP will not be accepted and will be rejected without assigning any reason thereof. All the terms and conditions of this RFP should remain intact and same as issued by this school and the same only will be accepted/ considered for bidding.

Sig. & Name of proprietor
With rubber stamp of firm

PART II- ESSENTIAL DETAILS OF SERVICES REQUIRED

1. Item / services required. – Various items for No.1 Air Force School Gwalior:

Technical Details:

S/N	Items	Unit	Qty
(i)	Supply and installation of HVLS fan gearless with 24 Ft dia 6 blade	Pcs	01
(ii)	Supply and laying of copper armoured cable of 4 core x 6 sqmm	Mtr	60
(iii)	SITC LT panel for wall mount with aluminum bus bar and incoming MCB TPN 63 amp 01 no. outgoing MCB TPN 40 amp 02no.s, LED indicator RYB amp mtr volt mtr etc	job	01
(iv)	Earthling with GI earth plate 600 mm x 600 mm x 6 mm thick with accessories and providing masonry enclosure with cover plate and lock arrangement with watering pipe of 2.7 mtr long with charcoal/ coke and salt	Each	01

2. Bidders before tendering their offer are to ensure that item offered are correctly understood and where required requisite clarification obtained and forwarded along with their offer. When the offered item is under different part number, kindly categorically confirm that offered item is “Fit in Form and Function” and subjected to specialists acceptance at Buyer’s end. Bidders are requested to append the notification from OEM/Concerned Accredited/ Certifying Authorities with offer for evaluation and acceptance of offered item by the Technical specialists at our end.

3. **Completion Period of project:** Completion period of work/ service would be within **45 days** from the effective date of 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.

4. **INCOTERMS for delivery and transportation:** Rates quoted should be FOR, No.1 Air Force School, Bhind Road, Maharajpur, Gwalior-474020 MP.

5. **Consignee details:**

Executive Director
No. 1 Air Force School,
Bhind Road, Maharajpur,
Gwalior-474020, (M.P.)

Sig. & Name of proprietor
With rubber stamp of firm

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 foresaid 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 offenses 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 favor 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 ten 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, for services it is 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 (30 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 one month provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized 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) **In respect of Foreign Bidders:** All taxes/ GST, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous bidders**

(i) **General**

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

(ab). If a Bidder is exempted from payment of any duty/tax/ GST upto 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.

(ac). Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, GST, Octroi/entry tax, etc on final product upwards 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 such 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-A of the sales of goods act will be relevant in this situation.

(ad) Levies, taxes and duties levied by the Central/State/Local governments such as excise duty, GST, Octroi/entry tax etc on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their products.

(ii) **Customs Duty – N/A**

(iii) Excise Duty

(aa). Where the excise duty is payable on advance basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ab) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(ac). The Seller is also required to furnish to the Paying Authority the following certificates:

(aaa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(aab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(aac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(aad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ad). Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

iv) Tax/ GST

(aa) If it is desired by the Bidder to ask for tax/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 sales tax and no liability of sales tax will be devolve upon the Buyer.

(ab) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 sales tax and the same is payable as per the terms of the contract.

v) Octroi Duty & Local Taxes

(aa) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty/ GST, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ab) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/ notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

15. Pre-Integrity Pact Clause: An “Integrity Pact” would be signed between the Ministry of Defence/ Buyer and the Bidder for purchases exceeding Rs.20 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request).

The essential elements of the Pact are as follows:

(a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);

(b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;

(c) A statement by each Bidder that it has not paid, and will not pay, any bribes;

(d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;

(e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.

(f) Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.

(g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings:

- i. Denial or loss of contracts;
- ii. Forfeiture of the Bid security and performance bond;
- iii. Liability for damages to the principal and the competing Bidders; and
- iv. Debarment of the violator by the Principal for an appropriate period of time.

(h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior and compliance program for the implementation of the code of conduct throughout the company.

Sig. & Name of proprietor
With rubber stamp of firm

PART IV SPECIAL CONDITIONS OF RFP

The Bidders is further required to give clause by clause 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 in the form of insurance surety bond/ A/C Payee DD (in the name of No.1 Air Force School, Gwalior)/ FD receipt/ Bank Guarantee (incl e-BG) for a sum equal to **05 % of total contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 02 months after warranty period.**

2. **Payment terms for Indigenous Seller:** 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 duly authenticated by the bank/EFT mechanism instead of payment through cheques, wherever feasible.

100% payment will be made on satisfactory completion of work, installation and acceptance of product and accessories at site indicated by the buyer.

3. **Payment terms for Foreign Seller:** N/A

4. **Advance Payments:** No advance payments will be made.

5 **Paying Authority:** Executive Director, No. 1 Air Force School, Bhind Road, Maharajpur, Gwalior.

(a) **Indigenous Sellers:** The payment of bill 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
- (iv) Crvs in duplicate
- (v) Inspection note.
- (vi) Claim for statutory and other levies to be supported with requisite documents/proff of payment such as GST, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable
- (vii) Exemption certificate for GST, 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, 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 incorporate in supply order/contract).

- (xiii) Any other document/certificate that may be provided for in Supply Order/contract.
- (xiv) User acceptance after installation of Equipment /provision of services.
- (xv) Photo copy of PBG

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

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

(a) The price charge 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 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 Department 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, 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 Depots, including their undertakings excluding joint sector companies and/or private and bodies.

(c) The seller shall furnish the following certificate to the paying authority along with each bill for payment of supplies made against the said contract. "We certify that there has been no reduction in sale price of the store of description identical to the stores supplied to the Government under the contract here in 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 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(i), (ii) and (iii) of sub para(b) above details of which are given below- ".

7. **Exchange rate variation Clause:** N/A

8. **Risk & Expenses:**

(a) Should the stores or any installment thereof not to be delivered with the time to time specified in the contract documents, or it defective delivery is made in respect of the stores of any installment thereof, the buyer shall after granting the seller 30 days to cure the breach, be at

liberty, without prejudice to the right to recover liquidated damages as a remedy wholly or to the extend to such default.

(b) Should the stores or any installment not perform in accordance with the specification/ parameters provided by the seller during the check proof tests to be one in the buyers 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 30 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 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 manufacture, or value of any stores procured from any supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from SELLER.

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 operations, 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 the present contract due to Force Majeure conditions, is to notify in written form the other party beginning and cessation of the above circumstances immediately, but in any case not later than 10 (ten) days from the moment of their beginning.

10. **Buy- Back offer:** N/A

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 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, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings purchase and maintenance techniques along with necessary tools as a result of

upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

12. **OEM Certificate:** Not applicable.

13. **Export License:** N/A

14. **Buyer Furnished Equipment:** N/A

15. **Transportation:** Entire material should be provided by vendor at consignee AF Stn Maharajpur.

16. **Air Lift:** N/A

17. **Packing and Marking:**

(a) The Seller shall provide packing and preservation of the equipment and spares/goods contracted so as to ensure their safety against damage in the condition of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The seller ensures that the stores are packed in containers, which are sufficiently strong and seasoned wood.

(b) The packing of the equipment and spares/ goods shall conform to the requirement of specifications and standards in force in the territory of the Seller's country.

(c) Each spares, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the cartons.

(d) If necessary, each package shall be marked with warning inscription: <TOP>, "Do not turn over", category of cargo etc.

18. **Quality:** The quality of the stores delivered according to present Purchase Order shall correspond to the technical condition and standards valid for the deliveries of the same for in Seller's country of specification enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modification will be mutually agreed to. The seller confirms that the stores to be supplied under this SO shall be new i.e. not manufactured before (Year of Supply Order), shall incorporate all the latest improvement 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 charged part number wherein it should be mentioned that the item would provide as much life as the original item.

19. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 3 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.

20. **Inspection Authority:** Executive Director, No.1 Air Force School, Gwalior.

21. **Pre-Dispatch inspection:** N/A
22. **Joint Receipt Inspection:** N/A
23. **Franking Clause:** The following Franking clause will part of the contract place on successful Bidder-
- (a) **In 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 supply Order alive. The goods are being passed without prejudice to the right of the Buyer under the terms and conditions of the contract.
- (b) **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 right of the Buyer under the terms and condition of the contract.
24. **Claims:** The following claims clause will form part of the contact placed on successful Bidder-
- (a) The claims may be presented either (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in, the packing List/Insufficiency in packing, or (ii) 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.
- (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.
- (d) The description and quantity of the stores are to be furnished to the Seller alongwith concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller’s office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.
- (e) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller’s arrangement.
- (f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller.

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

25. **Warranty** –The following Warranty will form part of the contract placed on the successful bidder.

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/ stores /articles would continue to conform to the description and quality aforesaid for a period of **05 years** from the date of completion of work and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **60 months** the said goods/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

(b) Guarantee that they will supply spare parts without any additional charges, if and when required. The agreed basis could be and including but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(c) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(d) Warranty to the affect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

26. **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 Equipment (STE) subcontracted from other agencies/manufacturer by the Seller for a maximum period of 01 years of warranty period after completion.

(b). 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 the Seller or their sub suppliers on the stores/equipment being purchased under the Contract 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 informatory 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 contract for a period of 01 years as maintenance contracts 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.

27. **Service Support:**

(a) **Response time:** The seller agrees to provide service and support, in the event of any complaint/ malfunctioning/ non-serviceability/ fault/ breakdown in the product/ service, within 04 hours of lodging / registering complaint of the same. It implies that the representatives of the seller/ vendor will visit the buyer's campus and attends the complaint/ fault/ breakdown with in four hours of getting the information of the same.

(b) **Downtime:** The maximum downtime for any malfunctioning/ non-serviceability/ fault/ breakdown in the product/ service, will be 24 hours.

(c) **Penalty for non/ improper response:** The penalty for not meeting the up time commitment for repair and service support, shall be 0.1% of contract value charge per day subject to the maximum of 20% of contract value.

28. **ELIGIBILTiy CRITERIA FOR THE BIDDERS:** The following are the conditions for the bidders to apply for the tender:-

(a) The Bidder should have **annual turnover more than 10 Lakhs** and all financial details of last three years to be attached. Without financial details the tender will be **rejected**.

(b) The bidder should have experience of doing similar work of minimum 5 years. All credentials to be attached.

Sig. & Name of proprietor
With rubber stamp of firm

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** – The broad guidelines for evaluation of Bid will be as follows:

(a) Only those will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of single Bid system, the Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment/ service as mentioned in the RFP. The compliance of Bids would be determined on the basis of the parameters specified in the RFP

(c) The lowest Bid will be decided upon the lowest total price of all items put together 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:-

(d) In cases where only indigenous Bidders are competing, 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 decided factor for ranking Bids.

In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. **The L-1 will be decided on the basis of Basic Price only.**

(e) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of State Bank of India on the date of the opening of Price Bids.

(f) 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.

(g) The buyer does not reserve the right to evaluate the offers received by using Discounted Cash Flow method at a discounting rate of. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian rupees by adopting exchange rate as BC selling rate of State Bank of India on the date of the opening of Price Bids.

(h) 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.

(j) Any other criteria as applicable to submit a particular case.

2. **Price Bid format (to be used for L-1 determination)**: The Price bid Format in general is given at Annexure – ‘B’ and bidders are required to fill this up correctly with full details, as required

under part –II of RFP (The format annexed is only as an illustration. This format should be filled up with items/requirements as mentioned in part-II of RFP).

Basic price of-

- (a) Accessories
- (b) Installation/ Commissioning
- (c) Training
- (d) Technical literature
- (e) Tools
- (f) AMC (for future references after completion of warranty)
- (g) Any other requirement

3. This communication is being issued without prejudice and with **NIL** financial commitments, whatsoever.

Sig. & Name of proprietor
With rubber stamp of firm

ANNEXURE-'A' TO RFP**TECHNICAL BID FORMAT (UNDER SINGLE BID SYSTEMS) FOR SUPPLY AND
INSTALLATION OF A NEW HVLS FAN FOR ASSEMBLY AREA: No. 1 AIR FORCE SCHOOL,
GWALIOR**

NOTE: TO BE FILLED ON YOUR LETTER HEAD AND SUBMITTED IN A SEPRATE SEALED ENVELOPE SUPERSCRIBING TECHNICAL BID.

S/N	Items	Unit	Qty	Compliance Yes/No	Remarks, if any
(i)	Supply and installation of HVLS fan gearless with 24 Ft dia 6 blade	Pcs	01		
(ii)	Supply and laying of copper armoured cable of 4 core x 6 sqmm	Mtr	60		
(iii)	SITC LT panel for wall mount with aluminum bus bar and incoming MCB TPN 63 amp 01 no. outgoing MCB TPN 40 amp 02no.s, LED indicator RYB amp mtr volt mtr etc	job	01		
(iv)	Earthling with GI earth plate 600 mm x 600 mm x 6 mm thick with accessories and providing masonry enclosure with cover plate and lock arrangement with watering pipe of 2.7 mtr long with charcoal/ coke and salt	Each	01		

Date:

Signature with stamp of the firm

ANNEXURE-'B' TO RFPCOMMERCIAL BID FORMAT (UNDER SINGLE BID SYSTEMS) SUPPLY AND INSTALLATION OF A NEW HVLS FAN FOR ASSEMBLY AREA: No. 1 AIR FORCE SCHOOL, GWALIOR

NOTE: TO BE FILLED & SUBMITTED IN A SEPARATE SEALED ENVELOPE SUPERSCRIBING PRICE/ COMMERCIAL BID WITH QUOTATION ON YOUR LETTER HEAD.

S/N	Items	Unit	Qty	Rate	Amount
(i)	Supply and installation of HVLS fan gearless with 24 Ft dia 6 blade	Pcs	01		
(ii)	Supply and laying of copper armoured cable of 4 core x 6 sqmm	Mtr	60		
(iii)	SITC LT panel for wall mount with aluminum bus bar and incoming MCB TPN 63 amp 01 no. outgoing MCB TPN 40 amp 02no.s, LED indicator RYB amp mtr volt mtr etc	job	01		
(iv)	Earthing with GI earth plate 600 mm x 600 mm x 6 mm thick with accessories and providing masonry enclosure with cover plate and lock arrangement with watering pipe of 2.7 mtr long with charcoal/ coke and salt	Each	01		
		Taxable Total			
		GST @%			
		Grand Total			
	NOTE- THE VENDOR TO QUOTE REPUTED BRAND/S WITH MAKE AND MODEL NUMBER ON THEIR LETTER HEAD				

Date:

Signature with stamp of the firm