

Tele:0562-2400920-7238

Air Force Stn Agra
Agra - 282008

4W/1268/8/ED (PC-03)

18 Dec 2020

M/s _____

**INVITATION OF BIDS FOR RENOVATION OF TOILETS AT
AIR FORCE SCHOOL AGRA REQUEST FOR PROPOSAL
(RFP) No 4WG/1268/8/ED DATED Dec 20**

1. Bids in sealed outer cover are invited for items required 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.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

a.	Bids/queries to be addressed to:	ED Air Force School, Agra-282008
b.	Postal address for sending the Bids:	ED Air Force School, Agra-282008
c.	Name/designation of the contact personnel:	ED Air Force School.
d.	Telephone numbers of the contact personnel	0562-2400700 (Extn: 7238)
e.	E-mail ids of contact personnel:	airforceschool.agra8@gmail.com
f.	Fax number:	0562-2400700
3. This RFP is divided into five Parts as follows:
 - a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - c. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - d. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - e. Part V – Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(Pallavi Ponnappa)
Wg Cdr
ED, Air Force School Agra

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PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 19 Jan 2021, 1000hrs**
(Date to be mentioned in terms of DD MMM YEAR) The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX FOR "RENOVATION OF TOILETS AT AIR FORCE SCHOOL BUILDING" AIR FORCE SCHOOL AGRA** or sent by registered post to ED Air Force School, Air Force Stn Agra, Agra - 282008 so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids: 19 Jan 2021 at 1200 hrs** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box: Ajeet Nagar Gate, Air Force Stn Agra, Agra - 282008.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids: Station Education Section, Air Force Stn Agra, Agra - 282008.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Pre-Bid Meeting:** Pre- Bid Meeting will be held at Air Force School, Agra, Air Force Station Agra on **29 Dec 21 from 1000 hrs to 1200 hrs for site visit**. All interested vendors are to attend pre-bid meeting to check and understand the work required by visiting the site. ED AF School Agra has all the power to cancel the supply order if the construction/items provided are of inferior quality. If any quires arise, contractor may clear the same with ED Air Force School Agra during this pre-bid meeting. If any vendor/contractor bids for the same without site visit, it will be construed that he/she knows the exact nature of work and if substandard/non standard work is done, the supply order will be cancelled.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, PAN, TIN Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. They should also compulsorily submit Technical and Commercial Bid Performa of the RFP, duly completed along with their Bids. **It is obligatory to visit the site to understand the work before quoting the bid.** Reference of successful completion of similar nature of work in the past one year is to be mandatorily provided.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 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 a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
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 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.

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- 11. Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Additionally tenders which are incomplete/ non compliant to the specifications explained during site visit are liable to be rejected.
- 12. Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
- 13. Validity of Bids:** The Bids should remain valid till 180 days (from the last date of submission of the Bids).
- 14. Earnest Money Deposit – Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 9000.00 (Rupees Nine Thousand Only) in favor of “ED AF School, Agra” 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 Cheques or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per the format annexed as **Annexure 'C'**. 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 day after the award of the contract. The bid security of the successful bidders 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 (A Copy of same should be enclosed)-. 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.
- 15.** The prospective bidder must be a dealer / distributor of equipment and must have carried out similar works at Central / State government departments like Indian Army/ Air Force/Ordnance Factory/CISF/BSF/Police/Railway/DRDOs etc. in preceding two years and must submit a copy of Work Order in support of the same with their Technical Bid.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

- 1. Schedule of Requirements – Listed in Annex 'A'.**
- 2. The firm must give details of three similar completed jobs.**
- 3. Delivery Period – Supply of all items said in Para1 of Part II are to be completed within 30 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. Delivery and Transportation - The Supply/ Construction is to be made at Air Force School Agra at Air Force Stn Agra, Agra – 282008**
- 5. Destination for Supply: Air Force School Agra, Air Force Stn Agra, Agra – 282008**

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

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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). The court of place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

4. Penalty for use of Undue influence: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or

forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

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

7. Non-disclosure of Contract documents: Except with the 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.

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

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (one month) 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. GST

1. General

- a. If Bidder desires to ask for GST, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- b. If reimbursement of any GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such GST will be entreated after the opening of tenders.
- c. If a Bidder chooses to quote a price inclusive of any GST and does not confirm inclusive of such GST so included is firm and final, he should clearly indicate the rate of such GST and quantum of such GST included in the price. Failure to do so may result in ignoring of such offers summarily.
- d. If a Bidder is exempted from payment of any GST up to any value of supplies from them, he should clearly state that no such GST will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any GST, it should be brought out clearly. Stipulations like, the said GST was presently not

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applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such GST will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

e. Any change in any GST upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such GST paid by the supplier. Similarly, in case of downward revision in any GST, the actual quantum of reduction of such GST 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.

2. 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) GST

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

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

(v) GST

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, GST, GST 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 own GST, GST or other local GST and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such GST.

2. In case where the Municipality or other local body insists upon payment of these GST 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.

PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee:-** Supplier/ Seller has to pay performance security at the rate of 10% of the contract value in the form Performance Bank Guarantee (PBG) of Rs 24,000/- (Rupees Twenty Four Thousand) which should remain valid for a period of sixty days beyond the date of completion of contractual obligations, including warranty.
2. **Tolerance Clause** – To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 20% plus/minus increase or decrease the quantity of

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

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

4. Advance Payments: No advance payment(s) will be made: 100% payment on completion of work.

5. Paying Authority: The payment of bills will be made on submission of bill by the Seller to the Paying Authority (ED AF School Agra). Bills are to be made in favor of ED AF School, Agra.

a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink-signed copy of Commercial invoice / Seller's bill.
- iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. CRVs in duplicate.
- v. Inspection note.
- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. **Guarantee / Warranty certificate.**
- viii. 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.
- ix. 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).
- x. Any other document / certificate that may be provided for in the Supply Order / Contract.
- xi. User Acceptance.

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

xii. **Certificate from the OEM that the items being supplied are original.**

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

a. The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the

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stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

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

8. Risk & Expense clause –

1. Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 30 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
2. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-
 - a. Such default.
 - b. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.
4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10 % of the value of the contract."

9. Force Majeure clause

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

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- b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
- d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.
- 10. OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.
- 11. Inspection Authority:** The Inspection will be carried out by ED, Air Force School Agra, Agra - 282008 or a representative nominated by him/ her. The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification. The items not found original and as per supply order will be rejected.
- 12. Warranty –**
- a. The following Warranty will form part of the contract placed on successful Bidder –
- i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
 - ii. The Seller warrants for a period of as mentioned against each item in Appx 'A' from the date of acceptance of stores by Joint Receipt Inspection or date of installation and Commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
 - iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer
 - iv. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 5 % of the warranty period.
 - v. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
 - vi. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 20% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 10 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.
 - vii. In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period for the goods/stores shall be extended to that extent.

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viii. The Seller will guarantee the shelf life of 24 months under normal condition. Any damage to structure/fitments due to faulty workmanship and/or due to inferior quality of items used will be repaired/replaced free of cost within 24 months from the date of completion of work

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:
Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
2. **Scope of service/Items Required- Listed in Annexure – 'B'**

(Pallavi Ponnappa)
Wg Cdr
ED, Air Force School Agra

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Annexure - 'A'**NOTE: TO BE FILLED & SUBMITTED ALONG WITH TECHNICAL BID****TENDER NO: 4W/1268/8/ED DATED Dec 20**

Date & Time to reach this Office	1000 Hrs on 19 Jan 21
Date & Time opening of tender	1200 Hrs on 19 Jan 21
Validity of tender required till	120 days from the date of submission of offer

DETAILS OF ITEMS OFFERED: RENOVATION OF TOILETS IN AF SCHOOL AGRA
STATING WHETHER THE PARTICULAR ITEM IS QUOTED AND MEETING THE SPECIFICATIONS SCHEDULE OF REQUIREMENT

SI No	Description	Unit/ Area/Qty	Compliance to specifications certifications & warranty(min 12 months), quote Yes/No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
1.	Tank Staging: Tank Staging with brick work and RCC slab Size 1LX1BX3 H Mtrs	01		
2.	PVC Tank: Water tank of 1000 ltrs white colour with complete fixing	01		
3.	Gents Urinal	4		
4.	Indian type EWC	1		
5.	Wash Basin	1		
6.	Plaster on walls Inside	32		
7.	Fall Ceiling(600mmX600mm)	15.30 Sqm		
8.	RCC Jali	1.5 Sqm		
9.	UPVC Pipe concealed (25mm)	30 RM		
10.	UPVC Pipe(15mm)	20 RM		
11.	Distemper on walls	12Sqm		
12.	Wall Tiles(375X250mm)	41.40 Sqm		
13.	Floor Tiles(300X300mm)	15.30 Sqm		
14.	PVC Door	01		
15.	Wooden door	01		
16.	Fall Ceiling (600mmX600mm)	16.20 Sqm		
17.	EWC with Cistern and Jet spray	01		
18.	Girls Urinal	05		
19.	Floor Tiles	5 Sqm		
20.	Wash Basin	1		
21.	UPVC Pipe concealed (25mm)	30 RM		
22.	UPVC Pipe(15mm)	10 RM		
23.	UPVC Pipe(40mm)	10 RM		

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24.	Plaster of Walls	25.20 Sqm		
25.	Surface point wiring in both Boys and Girls Toilet:- (a) Light Points-08 (b) Exhaust points-02	10 Points		
26.	Tube lights 20Watt LED (4 Tube lights in Boys toilet + 04 in Girls)	08		
27.	Plaster Outside Area	30 Sqm		
28.	Distemper on walls	20 Sqm		
29.	Two coats of snow-sum on outside wall and tagging area	55 Sqm		
30.	Dismantling of old wall tiles	32.76 Sqm		
31.	Wall Tiling(375mmX250mm)	32.76 Sqm		
32.	PVC Bib Taps	30		
33.	UPV pipe 40mm	30 RM		
34.	UPVC Pipe 15mm	10Rm		

**** The responsibility lies with vendor/contractor to find all other associated fittings and equipment required to complete the work based on the site visit and job requirement given. The vendor who is finalized as L1 by committee members cannot claim for extra amount for the associated fittings and equipment if not computed in the initial Technical and Commercial bid document.**

SPECIFICATIONS: ITEMS USED ARE TO BE OF REPUTED BRAND ONLY AND PRIOR APPROVAL OF SAMPLES OF TILES, FITTINGS, ETC ARE TO BE MANDATORILY SOUGHT FROM THE BUYER BEFORE INSTALLATION. WARRANTY PERIOD (MIN 24 MONTHS) FOR THE CONSTRUCTION AND ITEMS MUST BE MENTIONED ON THE QUOTATION. CATALOGUE OF ALL THE FITTINGS WITH MAKE AND MODEL NO. IS MANDATORY AND TO BE ATTACHED WITH RFP

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Annexure - 'B'

TO BE FILLED & SUBMITTED ALONG WITH COMMERCIAL BID
NOTE: TO BE FILLED & SUBMITTED WITH QUOTATION ON YOUR LETTER HEAD
FOR RENOVATION OF TOILETS: AIR FORCE SCHOOL AGRA
TENDER NO: 4W/1268/6/4/ED (PC-10) DATED Dec 20-

Date & Time to reach this Office	1000 Hrs on 19 Jan 21
Date & Time opening of tender	1200 Hrs on 19 Jan 21
Validity of tender required till	120 days from the date of submission of offer

DETAILS OF ITEMS OFFERED: TO BE FILLED BY FIRM
SCOPE OF ITEMS REQUIRED FOR RENOVATION OF TOILETS IN AF SCHOOL AGRA:

SI No	Description	Unit/ Area/Qty	Rate	Amount
1.	Tank Staging: Tank Staging with brick work and RCC slab Size 1LX1BX3 H Mtrs	01		
2.	PVC Tank: Water tank of 1000 ltrs white colour with complete fixing	01		
3.	Gents Urinal	4		
4.	Indian type EWC	1		
5.	Wash Basin	1		
6.	Plaster on walls Inside	32		
7.	Fall Ceiling(600mmX600mm)	15.30 Sqm		
8.	RCC Jali	1.5 Sqm		
9.	UPVC Pipe concealed (25mm)	30 RM		
10.	UPVC Pipe(15mm)	20 RM		
11.	Distemper on walls	12Sqm		
12.	Wall Tiles(375X250mm)	41.40 Sqm		
13.	Floor Tiles(300X300mm)	15.30 Sqm		
14.	PVC Door	01		
15.	Wooden door	01		
16.	Fall Ceiling (600mmX600mm)	16.20 Sqm		
17.	EWC with Cistern and Jet spray	01		
18.	Girls Urinal	05		
19.	Floor Tiles	5 Sqm		
20.	Wash Basin	1		
21.	UPVC Pipe concealed (25mm)	30 RM		
22.	UPVC Pipe(15mm)	10 RM		
23.	UPVC Pipe(40mm)	10 RM		
24.	Plaster of Walls	25.20 Sqm		

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25.	Surface point wiring in both Boys and Girls Toilet:- (a) Light Points-08 (b) Exhaust points-02	10 Points		
26.	Tube lights 20Watt LED (4 Tube lights in Boys toilet + 04 in Girls)	08		
27.	Plaster Outside Area	30 Sqm		
28.	Distemper on walls	20 Sqm		
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30.	Dismantling of old wall tiles	32.76 Sqm		
31.	Wall Tiling(375mmX250mm)	32.76 Sqm		
32.	PVC Bib Taps	30		
33.	UPV pipe 40mm	30 RM		
34.	UPVC Pipe 15mm	10Rm		

(*Unit/Basic price in words.....)

**** The responsibility lies with vendor/contractor to find all other associated fittings and equipment required to complete the work including labour charges based on the site visit and job requirement given. The vendor who is finalized as L1 by committee members cannot claim for extra amount for the associated fittings and equipment if not computed in the initial Technical and Commercial bid document.**

SPECIFICATIONS: ITEMS USED ARE TO BE OF REPUTED BRAND ONLY AND PRIOR APPROVAL OF SAMPLES OF TILES, FITTINGS, ETC ARE TO BE MANDATORILY SOUGHT FROM THE BUYER BEFORE INSTALLATION. WARRANTY PERIOD (MIN 24 MONTHS) FOR THE CONSTRUCTION AND ITEMS MUST BE MENTIONED ON THE QUOTATION. CATALOGUE OF ALL THE FITTINGS WITH MAKE AND MODEL NO. IS MANDATORY AND TO BE ATTACHED WITH RFP

(i) Bids are to submit by the bidders on their original memo/letter pad with TIN No.

(ii) Vendors are requested to enclose the warranty clause or any other catalogue details in support of your quotation.

(iii) Writing of basic price in words is mandatory. **L1 vendor will be decided on basic price (Excluding all GST)**

- b. Accessories
- c. Installation/Commissioning charges
- d. Is GST ?
- e. If yes, mention the following –

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1. Total value of items on which GST:
 2. Rate of GST (item – wise if different ED is applicable):
 3. GST, if applicable?
 4. Total value of exercise duty payable:
- f. Is GST Exemption (EDE) required?
- g. If yes, then mention and enclose the following:
- h. Excise notification number under which EDE can be given:
- j. Is GST extra?
- k. If yes then mention the following:
1. Total value on GST is leviable:
 2. Rate of GST:
 3. Total value of GST leviable:
- l. GST:
- m. Any other GST/Overheads/Other costs/Freight Charges:
- n. Grand Total: _____

(Pallavi Ponnappa)
Wg Cdr
ED, Air Force School Agra

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EMD BANK GUARANTEE

1. Whereas (hereinafter called the "Bidder") has submitted their offer dated.....for the supply of (hereinafter called the "Bid") against the Buyer's Request for proposal No. KNOW ALL MEN by these presents that WEof having our registered office at are bound unto (hereinafter called the "Buyer") in the sum offor which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

2. Sealed with the Common Seal of the said Bank this..... day of20.....

The conditions of obligations are –

(a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.

(b) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

(i) If the Bidder fails to furnish the Performance Security for the due performance of the contract.

(ii) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer
of the Bank)
Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

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PERFORMANCE BANK GUARANTEE

From:

Bank _____

To,

The President of India
Ministry of Defence,
Government of India
New Delhi

Dear Sir/Madam,

1. Whereas you have entered into a contract No. _____ dated _____ (hereinafter referred to as the said Contract) with M/s _____, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the Seller has undertaken to produce a bank guarantee for (10 %) of total Contract value amounting to _____ to secure its obligations to the President of India.
2. We the _____ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of _____ (Rupees _____ only). Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
3. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the Seller, indulgence to the Seller by you, or by any alterations in the obligations of the Seller or by any forbearance whether as to payment, time performance or otherwise.
4. In no case shall the amount of this guarantee be increased.
5. This guarantee shall remain valid for months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
6. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
7. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s _____.

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ECS MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ DIRECT CREDIT/ RTGS/ NEFT/ Other payment mechanism as approved by RBI.)

Credit Clearing Mechanism

1. Customer's name :
2. Particulars of Bank Account –
 - a. Bank name :
 - b. Branch name :
 - c. Address :
 - d. Telephone numbers :
 - e. IFS code :
 - f. 9 Digit code number of Bank and Branch appearing on MICR cheque issued by Bank :
 - g. Account Type (S.B. Account / Current Account or Cash) :
 - h. Ledger number:
 - j. Ledger Folio number :
 - k. Account number as appearing on Cheque Book :
3. Please attach a blank cancelled cheque, or, photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars.
4. Date of Effect :

"I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under scheme."

Date -

(.....)
Signature of Customer

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

(.....)
Signature of the Authorized
Official from the Bank

Stamp of the Firm

Full Name and Contact details

Authorised Signatory