

FORMAT OF REQUEST FOR PROPOSAL (RFP)
19WING, AIR FORCE STATION, BORJHAR
INVITATION OF BIDS FOR PROVISIONING OF ADDITIONAL ENTRY/EXIT
POINT AND CONSTRUCTION OF BOUNDARY WALL
AT AIR FORCE SCHOOL BORJHAR

1. Bids for "**PROVISIONING OF ADDITIONAL ENTRY/EXIT POINT AND CONSTRUCTION OF BOUNDARY WALL AT AIR FORCE SCHOOL BORJHAR**", are invited for supply of items listed in Part II of this RFP
2. The address and contact numbers for seeking clarifications regarding this RFP or sending Bids are given below:

Bids/ queries to be addressed to	Air Officer Commanding
Postal address for sending the Bids	19 Wing Air Force Guwahati - 781015
Name/ designation of the contact personnel	Sqn Ldr Priyanka Rathore
Telephone numbers of the contact personnel	9166609273
e-Mail IDs of the contact personnel	aborjhar@gmail.com
Fax number	0361-2840975

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 shall form part of the Contract with the successful Bidder.
 - (d) **Part IV**. Contains Special Conditions applicable to this RFP and which 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.



(Priyanka Rathore)
 Sqn Ldr
 Executive Director
 AF School Borjhar

PART I - GENERAL INFORMATION

1. **Last Date and Time for Submitting the Bids:** 20 Apr 26 at 0900 Hr

The bids (commercial) should be reached by the due date and time. The responsibility to ensure this lies with the Bidder}

2. **Manner of Submitting the Bids:** Sealed bids should be either dropped in the Tender Box marked as **PROVISIONING OF ADDITIONAL ENTRY/EXIT POINT AND CONSTRUCTION OF BOUNDARY WALL AT AIR FORCE SCHOOL BORJHAR** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered.

3. **Time and Date for Opening of the Bids:** 10:00 AM on 21 Apr 26

4. **Location of the Tender Box (in case of Manual Bidding):** Sub Guard Room, Mountain Shadow, Azara.

5. **Place of Opening of the Bids:** AF School Borjhar

6. **Single Bid System.** Commercial Bids would be opened on the time and date mentioned above. Only those bids who fulfil all criteria will be taken into consideration.

7. **Pre Bid Meeting.** Interested bidders to visit the site to understand the work in detail and any queries regarding the work will be clarified by the buyer during the pre bid meeting. Date of pre bid meeting will be 14 Apr 26. Attending pre bid meeting is mandatory. Bids will be invalid if bidders do not attend the said meeting.

8. **Earnest Money Deposit and Cost of Tender Form.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 25,000/-** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder

withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

9. **Clarification Regarding Contents of the RFP**. In case of manual bidding, a prospective Bidder, who requires clarifications regarding the contents of the bidding documents, shall notify to the Buyer in writing about the clarifications sought, not later than 14 (fourteen) days prior to the date of opening of the Bids.

10. **Modification and Withdrawal of the Bids**. In manual bidding, a written notice of modification or withdrawal, if any, is to be sent by the Bidder in such a manner that it is received by the Buyer prior to the 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 forfeiture of the EMD/ bid security submitted by the concerned Bidder.

11. **Clarification Regarding Contents of the Bids**. During evaluation and comparison of the Bids, the Buyer may, at its discretion, ask the Bidder for clarification/s on his Bid. The request for clarification/s 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.

12. **Rejection of the Bids**. Canvassing by the Bidder in any form, unsolicited letter and post-tender correction, may invoke summary rejection, with forfeiture of EMD. Conditional tenders will be rejected.

13. **Validity of Bids**. The Bids should remain valid for a period of 180 days from the last date of submission of the Bids.

15. **Bid Securing Declaration**. In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document, from being eligible to submit bids for contracts with the entity that invited the bids.

PART II - ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements**. Procurement and installation of sensory park at AF School Borjhar
2. **Technical Details**:- Placed at Annexure '1' to RFP
3. **Two Bid System**. In respect of Two Bid system, Bidders are required to furnish clause by clause compliance of specifications, bringing out clearly the deviations from specifications, if any. Format of commercial bid is placed as Appendix-B, format for details of bidder firm is placed as Appendix-C and list of documents to be submitted by the bidder is placed as Appendix-D. The Bidders are advised to submit the compliance statement in the following format along with the Technical Bid:-

Para of RFP Specifications Item-Wise	Specification of Item Offered	Compliance to RFP Specification - Whether Yes/ No	In case of Non-compliance, deviation from RFP to be specified unambiguous terms in

4. **Delivery Period**. Delivery period for services would be **on 26 May 26**. Please note that Contract can be cancelled unilaterally by the Buyer in case services are not provided on the specified date as mentioned above. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.
5. **International Commercial Terms (Incoterms) for Delivery and Transportation ("E" / "F" / "C" / "D" Terms)**. Local Delivery at Site.
6. **Consignee Details**:- AF School Borjhar, Mountain Shadow, PO-Azara, Dist-Kamrup, Guwahati, Assam-781017

PART III - STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below.

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 signing of the Contract or as mutually agreed by the Parties 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 performance, which cannot be settled amicably, shall be resolved through arbitration.

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 Contract 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 or showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption, shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking has 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 Equipment Manufacturer (OEM)/ OEM Authorised Subsidiary.

OEM Authorised Vendor/ Government sponsored Export Agency (applicable in the case of countries where domestic laws do not permit direct export by OEMs) 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 award 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 with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages (LD).** In the event of the Seller's failure to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

(a) In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

(b) **Inordinate Delays:** Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract.** Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

(a) The Seller fails to honour any part of the Contract including failure to deliver the contracted stores in time as per the Contract for causes not attributable to Force Majeure for more than (09 months) as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

(d) The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

(e) The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

(f) Any special circumstances that are to be recorded to justify the termination of the Contract.

(g) 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 sent by Fax, e-mail, or registered pre-paid mail/ airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Subletting.** 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, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

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, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical

literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

13. **Amendments.** No provision of the 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, Duties and Levies.**

(a) Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. 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) Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product 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, concessions, etc., if any, obtained by the Seller.

15. **Denial Clause.** In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

PART IV - SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Special Conditions of the RFP mentioned below.

1. **Performance Guarantee.** The Bidder will be required to furnish an Indemnity Bond (**Annexure 'B' to RFP refers**).

2. **Repeat Order Clause.** The Contract for procurement and installation sensory park is a onetime services only on the schedule date.

3. **Tolerance Clause.** To take care of any changes in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease the quantity of the required goods/ services up to a limit of 50%, without any change in the terms & conditions and the prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **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 **DPMF 17 (Annexure "C" to RFP refers)**. 100% payment on delivery and acceptance by the user, on production of the requisite documents.

7. **Advance Payments.** No advance payment will be made against this purchase.

8. **Paying Authority.**

(a) **Indigenous Sellers.** Paying authority is AF School Borjhar, PIN-781017. The payment of bills will be made on submission of the following documents (as applicable) 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.
- (iii) Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.
- (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 GST challan, Customs duty clearance certificate, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc., as applicable.
- (vii) Exemption certificate for taxes/ duties, if applicable.
- (viii) Copy of Advance Payment Bank Guarantee (APBG), if any.
- (ix) Guarantee/ Warranty certificate, if applicable.
- (x) Copy of Integrity Pact, Performance Bank Guarantee/ Indemnity bond, where applicable.
- (xi) DP extension letter with CFA's sanction, UO Number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment, viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Supply Order/ Contract).
- (xiii) Any other document/ certificate that may be provided for in the Supply Order/ Contract.
- (xiv) User Acceptance.

9. **Fall Clause.** The following fall clause will form part of the Contract placed on successful Bidder:-

(b) The price charged for the stores supplied under the Contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offers to sell stores of identical description to any persons/ organisation, including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be, during the period till performance of all obligations including warranty under the Contract/all Supply Orders placed during the currency of the Rate Contract (as applicable), is completed.

(c) If at any time, during the said period, the Seller reduces the sale price, sells or offers to sell such stores to any person/ organisation, including the Buyer or any Department of the Central Government or any Department of a 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 Seller shall forthwith notify such reduction or sale or offer of sale to the Procuring Entity and the price payable under the Contract for the stores, shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- (i) Exports/ Deemed Exports by the Seller.
- (ii) Sale of goods such as drugs, which have expiry dates.

(d) The Seller shall furnish the following certificate to the Paying Authority, along with each bill for payment for supplies made against the 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 the Central Government or any Department of a State Government or any Statutory Undertaking of the Central or State Government, as the case may be, up to the date of bill/ the date of completion of supplies against the Contract/ all supply orders placed during the currency of the Rate Contract (as applicable), at a price lower than the price charged to the Government under the Contract, except for quantity of stores categories under sub-clauses (i) and (ii) of sub-para (b) above, details of which are given below:-"

9. **Risk & Expense Clause.**

(a) Should the stores or any instalment 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 instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover Liquidated Damages (LD) as a remedy for breach of Contract, to declare the Contract as terminated, either wholly or to the extent of such default.

(b) Should the stores or any instalment 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 terminate the Contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the Buyer shall, having given the right of first refusal to the Seller, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the Contract being terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

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

(e) The manner and method of such procurement from other source shall be at the discretion of the Buyer, and it shall not be necessary for the Buyer to notify the Seller of such procurement.

10. **Force Majeure Clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

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

(c) The party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form to 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 organisation of the respective country shall be 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/ Contract for the goods/ stores received.

11. **Specifications.** The following Specifications clause will form part of the Contract placed on the 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 requirements of the Buyer as per modifications/ requirements recommended after the Maintainability Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques, along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/ alterations."

12. **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 authorised vendors subject to quality certification. Such quality certification arrangements are to be as per the satisfaction of the Purchaser and his Quality Assurance Organisation/ AHSP.

13. **Earliest Acceptable Year of Manufacture.** If on examination of any portion of the supply, the material is found not fully in accordance with the quoted specification particulars governing supply, quoted in the contract or in accordance with the terms and conditions of the contract, the whole supply will be rejected.

14. **Packing and Marking.** The following Packing and Marking clause will form part of the Contract placed on the successful Bidder:-

(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 conditions of land, sea and air transportation, transshipment (if applicable), storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/ forklift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

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

(c) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton, indicating the under-mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six, then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

- (i) Part Number :
- (ii) Nomenclature :
- (iii) Contract Annex Number :
- (iv) Annex Serial Number : (v)
- Quantity contracted :

(d) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case No.1 painted in yellow colour.

(e) The Seller shall mark each package with indelible paint in the English language as follows:-

- (i) Contract No. :
- (ii) Consignee :
- (iii) Importer :
- (iv) Port/ airport of destination :
- (v) Ultimate consignee :
- (vi) SELLER :
- (vii) Package No. :
- (viii) Gross/ net weight :
- (ix) Overall dimensions/ volume :
- (x) The Seller's marking :

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

(g) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/ goods from damage or deterioration during transportation by land, air or sea. In this case the Buyer shall finalise the marking with the Seller.

15. **Quality.** The quality of the stores delivered according to the present Contract, shall correspond to the technical conditions and standards valid for the deliveries of the same stores in the Seller's country or specifications enumerated as per the RFP, and shall also include therein modifications to the stores suggested by the Buyer.

Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new, i.e. not manufactured before 2025 (*Year of Contract*), and shall incorporate all the latest improvements and modifications thereto, and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past, if any. The Seller shall supply an interchangeability certificate along with the changed part numbers, wherein it should be mentioned that the item would provide as much life as the original item.

16. **Quality Assurance.** The Seller would provide the Standard Acceptance Test Procedure (ATP) within 01 month of the date of signing the Contract. The Buyer reserves the right to modify the ATP. The Seller would be required to provide all test facilities at his premises for acceptance and inspection by the 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.
17. **Inspection Authority.** Inspection authority will be Air Officer Commanding, Air Force Station Borjhar or his representative. The mode of Inspection will be ~~Departmental Inspection/ User Inspection/~~ Joint Inspection/ Self-certification.
18. **Franking Clause.** The following Franking clause will form part of the Contract placed on the successful Bidder:-
- (a) **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract."
- (b) **Franking Clause in the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract."
19. **Claims.** The following Claims clause will form part of the Contract placed on the 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.
- (b) The description and quantity of the stores are to be furnished to the Seller, along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed with the presented claim/s. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period, the claim will be deemed to have been accepted.

(c) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(d) Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft drawn on any Indian Public or Private Scheduled Commercial Bank, in favour of the Principal Controller/ Controller of Defence Accounts concerned.

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

20. **Warranty:-**

(a) The following Warranty will form part of the Contract placed on the successful Bidder:-

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the services provided/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 specifications and particulars contained/ mentioned in the Contract.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** Broad guidelines for evaluation of the Bids will be as follows:-

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

(b) The Lowest Bid will be decided upon the price quoted by the particular Bidder as per the format at para 2 below. In cases where only Indian Bidder are competing, L-1 bidder will be determined on the basis of basic cost (excluding GST).

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

(d) The lowest acceptable bid will be considered further for placement of contract / supply order after complete clarification and price negotiations as decided by the buyer. **The lowest bid will be decided upon the lowest grand total of all items by the particular bidder.** 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.

TECHNICAL SPECIFICATION

Ser No.	Description	Quantity	Unit
1.	Demolition of Brick Work	13.8	CUM
2.	Demolition of RCC Works	3.27	CUM
3.	Shifting of Gate	02	No.
4.	Removing Demolition Materials	17.07	CUM
5.	Excavation of Earth Works	15.5	CUM
6.	PCC Works	2.5	CUM
7.	TMT Bar	1300	KG
8.	Brick Works	32.5	CUM
9.	RCC Work	14.07	CUM
10.	Rendering Work	267	Sqm
11.	White Wash	267	Sqm
12.	Painting Work	40	Sqm
13.	Centering & Shuttering Work	82	Sqm
14.	Pre-Cast RCC Slab Work	6	Sqm
15.	All Allied work to complete the project.	As per the assessment made by the Contractor during the visit to site before submitting tender documents as mentioned in Part-V Para 3(a).	

SPECIAL TERMS AND CONDITIONS

1. The service provider prefer be based in Guwahati city and have a minimum of 03 years' experience in providing services in Guwahati area.
2. The service provider have previous experience in the conduct of similar events in Air Force premises. (Certificate issued by the Air Force would be required as proof).
3. Transportation of all items, labour charges and all other associated amenities mentioned in scope above to the site and winding up post completion of work to be catered by vendor/ supplier in the quote. No additional charges would be considered on any head including miscellaneous expenditures. Any expenditure assessed by seller towards supply, arrangement and readiness of above scope is to be included in the quote with necessary justifications and cost. Any addition over and above the scope is to be approved by Air Force representative in writing.
4. The infrastructure and stores related to SoR the all works mentioned above will be brought and kept in coordination with representative of Air Force School, Borjhar and winding up post completion of the work will also be undertaken in coordination and supervision of IAF representative. Vendor will not load/collect his stores without presence of IAF representative of Air Force School, Borjhar.
5. The details of personnel vehicle and items that would be brought for said purpose will be furnished to the buyer within one week of receipt of supply order for security clearance.
6. No Accommodation / Food or any other Admin support will be provided by the buyer.
7. No photography / videography is to be done inside Air Force Station Guwahati during any phase of the work by bidder or any member of his team. Further no photograph related to work will be circulated in social media or any other media by vendor and their staff.
8. No advance will be paid to the vendor. All bills are to be settled within 10 working days from the date of submission of final bill by the vendor.
9. All arrangements shall be subject to inspection by the user unit. Any deficiency noticed shall be rectified immediately at the Vendor's cost.
10. The vendor shall maintain cleanliness during the work and restore the site to its original condition after completion.
11. All disputes shall be subject to the jurisdiction of the place of contract

FORMAT OF INDEMNITY BOND

This deed is made on this day of the month of 20....., by M/s, a company registered under the Companies Act 2013 having its registered office at and acting through its corporate office at hereinafter referred to as the "SELLER".

Whereas (*name of organisation*), Government of India on behalf of the President of India (hereinafter referred to as the "BUYER") has placed a Contract No. dated

And whereas, the SELLER has agreed to execute this Indemnity Bond for Advance/ Performance/ Warranty on the terms and conditions appearing hereinafter.

It is hereby agreed and declared by the SELLER that:-

(a) The SELLER shall duly and faithfully perform its obligation under the said contract and comply with the conditions in the said contract.

(b) The SELLER shall, in as much as within its control, refrain from such actions, which may cause loss, injury, damage to the BUYER.

(c) In the event of breach/ default by the SELLER in complying and in case the breach/ default is not remedied by the SELLER up to period of the notification of the breach/ default by the BUYER, the SELLER shall indemnify to the BUYER, to the extent of ₹ (Rupees Only) being % (3% to 10% as indicated in the Contract) of the total Contract Price (including taxes and duties) of ₹ (Rupees Only) of any direct losses or damages suffered by the BUYER due to failure of the SELLER.

(d) The SELLER shall be fully discharged of its obligations under this bond on meeting its liability and limit as per Sub-Paragraph (c) above.

(e) The SELLER shall not be liable for any breach/ default arising out of force majeure situation or due to any default, action, inaction or failure on the part of the BUYER.

(f) The liability of the SELLER under this bond shall remain in full force until the fulfilment of the obligations of the SELLER under the said Contract.

(g) The SELLER hereby expressly, irrevocably, and unreservedly undertake and guarantee that in the event that the beneficiary submits a written demand to the SELLER stating that they have not performed according to the Advance/ Performance/ Warranty obligations for the PRODUCTS as per said Contract, the SELLER will pay the BUYER on demand and without demur any sum up to maximum amount of % (3% to 10% as indicated in the Contract) of the total Contract Price (including taxes and duties). The BUYER's written demand shall be conclusive evidence to the SELLER that such repayment is due under the terms of the said contract. The SELLER undertakes to effect payment within days from receipt of such written demand.

(h) The amount of Advance/ Performance/ Warranty guarantee shall not be increased beyond %. Unless a demand under this indemnity bond for Advance/ Performance/ Warranty guarantee is received by the SELLER in writing on or before the expiry date (unless this Advance/ Performance/ Warranty guarantee is extended by the SELLER) all rights under this guarantee shall be forfeited and the SELLER shall be discharged from the liabilities hereunder. This indemnity bond for Advance/ Performance/ Warranty guarantee is personal to the BUYER and cannot be assigned to a third party without prior written permission.

This Indemnity Bond for Advance/ Performance/ Warranty guarantee shall be governed by Indian Law.

The parties hereby sign this Indemnity Bond at on

BUYER

SELLER

Name :
Designation :
Organisation :

Name :
Designation :
Firm/ PSU :

Witnesses:-

Witnesses:-

1.
2.

1.
2.



FORMAT OF ELECTRONIC CLEARING SERVICE (ECS) MANDATE

Customer's option to receive payments through e-Payment (ECS/ EFT/ Direct Credit/ RTGS/ NEFT/ Other payment mechanisms as approved by RBI)

1. Customer's name :
2. Particulars of Bank account :-
 - (a) Bank name :
 - (b) Branch name :
 - (c) Branch address :
 - (d) Branch Tele No(s) :
 - (e) IFS code :
 - (f) 9 Digit code of the Bank Branch appearing on MICR cheque issued by Bank:
 - (g) Account Type :
(Savings/ Current/ Cash/ etc.)
 - (h) Ledger No. :
 - (i) Ledger Folio No. :
 - (j) Account No. :
(as appearing on the Cheque Book)

(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)

3. 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 the scheme."

Date:

(.....)
Signature of Customer

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

Bank's Stamp:
Date:

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

FORMAT OF QUALITY CLAIM

Quality Claim to the Contract Number dated
..... Claim Protocol Number Laid down on
..... (*Name of the Claimed Equipment*)
Concerning
Commission, consisting of Chairman and
Members

.....
has acquainted with the claimed equipment and made the following decision:-

1. (*Item Description and Serial Number*)
..... (*give details of equipment*), produced/ manufactured by the
..... (*name of producer/ manufacturer*) on (*date of*
production/ manufacture), number of running hours (*hours*), with
guarantee period of (*years, months*), of which (*years, months*
completed). From the beginning of operation, the product has been operating for
hours.

2.
(*Indicate operation conditions of the equipment, type of fuel and oil used during operation of
the equipment, etc.*)

3.
(*Description of the defect, the date and circumstances under which the defect was
ascertained, short description of the probable causes and probable consequences of the
defect*).

4. **List of units (or their parts)**..... (defective
equipment will remain in that organisation's storeroom or where it has been operating, till
arrival of the Seller's instruction)

5. **Conclusion of the Commission**.....
(*e.g. on investigation the commission decided that the claimed equipment is not serviceable
and that it must be subject to repair or must be replaced with a new equipment. The kind of
repair and place where the repair should be carried out are to be stated*).

(a) The following parts are required for the repair of the equipment (or its parts)
.....

(b) The defect occurred within the guarantee period from
the reason as follows

(c) The costs of the repair of the equipment or its parts
.....
.....

(d) The costs of the repair will be debited to
(*manufacturer/ owner*).

(e) To settle the claim, the Seller has to replace the equipment and dispatch the unit and other parts (*indicate the parts and where the repair should be carried out, the manner of reimbursement of costs connected with the repair of the equipment, etc.*)

Supplementary Data

6. The equipment was handed over in accordance with the Number on (*date*).

7. The following documents are enclosed to this claim protocol to support the justification of the claim:-

(a)

(b)

(*Photos, samples, results of analysis, packing sheets, etc.*)

Signature of the Commission Members and Chairman, with place and date of issue

.....
.....
.....

FORMAT OF QUANTITY CLAIM

Quantity Claim to the Contract Number dated
..... Claim Protocol Number.....
Laid down for inter/ tare storage.
Commission, consisting of Chairman
and Members having examined the state of the delivered
equipment, ascertained as follows:-

1. The equipment was delivered by M/s
against Bill of Lading Number of in the
quantity of one *collo* with the Marking Case
Number
2. The obtained equipment is delivered under Contract Number
..... Item Serial Number Cost
.....
3. The state of packing and seals on goods packages, correspondence of the gross
weight and the weight indicated in the way bills (packing lists), and numbers of the *colli* are to
be pointed out Condition of the *colli*
..... Gross weight of the *colli*
..... Net weight of the *colli*
4. While unpacking the goods packages, the following discrepancy between the shipping
documents (packing lists) and the packed equipment was discovered/ separately for each
package
5. Conclusion of the Commission
6. The following documents confirming the justification of the complaint are attached with
the report (*Packing list, photos of the damaged goods, etc.*)

Chairman : Members

Place and date of issue :

COMMERCIAL BID FOR PROVISIONING OF ENTRY/ EXIT POINT AND
CONSTRUCTION OF BOUNDARY WALL AT AF SCHOOL BORJHAR

SI No.	Description of work with feature & Specifications	Quantity Required	Unit	Taxes	Total Cost in Rs.
	Provisioning of Entry/ Exit point and construction of boundary wall along with all allied works.	As mentioned in Annexure -I to this Appendix			

**TECHNICAL DETAILS FOR PROVISIONING OF ENTRY/ EXIT POINT AND
CONSTRUCTION OF BOUNDARY WALL AT AF SCHOOL BORJHAR**

Description of Work/Specifications

Ser No.	Description	Quantity	Unit	Complied Yes/No	In case of NO, deviation to be mentioned in detail
1.	Demolition of Brick Work	13.8	CUM		
2.	Demolition of RCC Works	3.27	CUM		
3.	Shifting of Gate	02	No.		
4.	Removing Demolition Materials	17.07	CUM		
5.	Excavation of Earth Works	15.5	CUM		
6.	PCC Works	2.5	CUM		
7.	TMT Bar	1300	KG		
8.	Brick Works	32.5	CUM		
9.	RCC Work	14.07	CUM		
10.	Rendering Work	267	Sqm		
11.	White Wash	267	Sqm		
12.	Painting Work	40	Sqm		
13.	Centering & Shuttering Work	82	Sqm		
14.	Pre-Cast RCC Slab Work	6	Sqm		
15.	All Allied work to complete the project.	As per the assessment made by the Contractor during the visit to site before submitting tender documents as mentioned in Part-V Para 3(a).			

APPENDIX 'C'

DETAILS OF BIDDER FIRM BIDDING FOR PROVISIONING OF ENTRY/ EXIT POINT
AND CONSTRUCTION OF BOUNDARY WALL AT AIR FORCE SCHOOL BORJHAR

1	Nature of Service Provider	
2	Year of Establishment	
3	Registered Postal Address with Telephone No	
4	Name and mobile No of Contact person	
5	Address of Branch (Local or in State)	
6	Name and address of Directors, in case of Company	
7	Name and Address of sole Proprietor	
8	Name and address of partners in case of a partnership firm	
9	Name of Bankers and Branch with full address	
10	Type of Account & Number	

Signature of Authorised person with date

APPENDIX 'D'

LIST OF DOCUMENTS TO BE SUBMITTED FOR PROVISIONING OF ENTRY/ EXIT POINT AND CONSTRUCTION OF BOUNDARY WALL AT AIR FORCE SCHOOL BORJHAR

1. The following documents are to be submitted by the bidders for above mentioned work along with Technical/ Financial bids:-

- (a) A copy of Registration of firm.
- (b) Copy of valid PAN card in the name of the firm or in the name of Proprietor of the firm and Income Tax return of the firm or Proprietor for the last three years.
- (c) Copy of complete RFP with ink signature of authorised person of the bidder firm on each page of RFP.
- (d) Attested copies of Service Tax Registration Certificate.