

Tele: 2325-7965

Air Force School Arjangarh
AF Station, Arjangarh

503 SU/1612/17/EDN dt Sep 25

M/s.....

REQUEST FOR PROPOSAL (RFP)

INVITATION OF BIDS FOR PROVISION OF MULTI UTILITY GAMES COURT AND PLAY EQUIPMENT AT AIR FORCE SCHOOL ARJANGARH

RFP No. – 503 SU/1612/17/EDN DATED

Dear Sir/ Ma'am,

1 Bids in sealed cover are invited for supply and installation of items listed in part II (provision of Multi Utility Games Court and Play Equipment) 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: –

2.1. Bids/Queries to be addressed to: AOC, Arjangarh

2.2. Postal address for sending the Bids: Air Force School Arjangarh, Air Force
Station Arjangarh New Delhi 110047

2.3. Name/designation of the contact personnel: Squadron Leader Nidhi Bali

2.4. Telephone numbers of the contact personnel: 7289869253

2.5. E-mail ids of contact personnel: afsarjangarh2650@gmail.com

2.6. Fax number: N/A

3 This RFP is divided into five Parts as follows:

3.1. 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.

3.2. 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.

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3.3. Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

3.4. Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

3.5. 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.

5. All pages of these documents are to be signed and submitted along with the Bid Document.



(Nidhi Bali)
Squadron Leader
Executive Director
AF School Arjangarh

Signature of Bidder with seal

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** At 1000 Hr on 24 Oct 25. The sealed Bids 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 provision of Multi Utility Games and Play Equipment 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. 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.** At 1130 Hr on 27 Oct 25. 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.** Main Guard Room Air Force Station Arjangarh. 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.** At Air Force School Arjangarh. 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. **Bid system:** Two bid system
7. **Forwarding of Bids.** Technical bids should include all technical details along with commercial terms and conditions and financial bid should indicate item wise price for the items mentioned in the technical bid. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed. Bids should be forwarded by Bidders under their original memo / letter pad furnishing details like TIN number, GST/CST number, Bank address with Electronic Fund Transfer Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification Regarding Contents of 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 one day 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.

Signature of Bidder with seal

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 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 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.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will 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 de-listed for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till 90 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 2,16,676/- (Rupees Two Lakh Sixteen Thousand Six Hundred Seventy Six Only)** of estimated amount 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.

Signature of Bidder with seal

Part II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required are as follows: -

Type Of Item	Item Description
Provision of Multi Utility Games Court and Play Equipment	Requirements: - (a) Levelling of grounds to undertake the works (b) Installation of HDPE (High Density Polyethylene) panels - 01 (c) Installation of Rope Play Combo - 01 (d) Installation of slide set - 01 (e) Installation of swing set - 01 (f) Multicourt 8 Layers HPU Acrylic (50'x40'=2000 Square feet) (g) EPDM (Ethylene Propylene Diene Monomer) flooring 24 MM with different marking on floor for motor skill development (50'x40'+ 60'x40'= 4400 Square feet) (h) PCC base work 4 inches' depth (6400 Square feet) (j) Integrated chain linked fencing work on area 6400 Square feet with height of at least 3 feet above the flooring with entry and exit gates (Length of fencing 1680 Feet) (k) Man and material will be provided by bidder only. This shall include labour requirements for all the associated works. (l) Minimum warranty of work: 36 months.

2. **Technical Details.** As tabulated below

Ser No	Item	Qty	Specification
1	HDPE Panels	01	(a) Minimum 15mm HDPE panels to be used. Panels should be made of dual colour sandwich system, top and bottom will be of one colour and middle part should be different colour to make the panel attractive. (b) HDPE sheet should be fire/ heat retardant, waterproof, UV protected, termite, chemical and impact resistant. HDPE sheet should be as per EN71-3 and ASTM-F-963 standard. (c) Metal pipe: - Ms square pipe 75x75x2 mm thickness. (d) Fasteners like nuts, bolts other fastening accessories should be of stainless steel.
2	Rope Play Combo	01	(a) Multi climber should be made of Armed ropes, metal and plastic climbers and HDPE Sheets.

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			(b) HDPE sheet should be fire/ heat retardant, waterproof, UV protected, termite, chemical and impact resistant. HDPE sheet should be as per EN71-3 and ASTM-F-963 standard. (c) Minimum 19,42,33., and 28 MM galvanized pipe treated with powder coating to be used in monkey bar. (d) All pipe end should be covered with Nylon caps. (e) Armed ropes should be of diameter 16 MM and for durability 6 metal wire should be inside with aluminum connector to connect ropes. All aluminum connectors should be fixed with ropes and should bear 60 tons' load so that rope should be intact. (f) LLDPE climber should be produced from UV stabilized virgin material. (g) All fastener like nuts and bolts should be made of stainless steel.
3.	Slide Set	1	(a) Balancing bridge should be made of 15 mm HDPE sheet. (b) Pipe to be used for balancing bridge should be of minimum 88 mm galvanized pipes with powder coating. (c) Min 42 mm galvanized pipes to be used for bridge railing, climber and platform railing treated with powder coating. (d) SS chain with rubber coating should be used for safety and balancing. (e) All fastener should be maid of stainless steel. (f) Manlapene HDPE sheets should be of thickness of Min 1 mm. It should be made of dual colour sandwich system. (g) HDPE sheet should be fire/ heat retardant, waterproof, UV protected, termite, chemical and impact resistant. HDPE sheet should be as per EN71-3 and ASTM-F-963 standard.
4.	Swing Set	1	(a) Min 75 MM glavanised pipe treated with powder coating should be used for swing structure. (b) Min 60 MM galvanized pipe treated with powder coating should be used for swing's top pipe. (c) Flat seats should be made strong rubber sheet material (heavy) with triangular hook and PVC coated chains for the safety of hand.

			(d) All fastener should be made of stainless steel.
5.	Multi Court 8 layers HPU (High Performance Polyurethane) Acrylic	2000 Square feet	(a) HPU 500 cushions sports flooring (8 layers system) for play courts (from 2-3 MM) (b) Play court should be all weather suitable, eco-friendly, high durability and should be protective against UV rays. (c) Layers should include: - (i) concrete primer (1st layer) (ii) Acrylic resurface for filling and smoothing sub floor (2 layers) (iii) Triple layer of acrylic rubber cushion (3 layers) (iv) Anti-skid coat (v) Hybrid waterborne HPU-500 top coat to protect flooring against UV rays with over all line markings (2-layers).
6	EPDM flooring 24 MM	2400 Square Feet	(a) EPDM flooring should be made of worlds' best virgin polymer preferably of USA and Europe. (b) EPDM flooring material should be aligned with the standards as per quality management system of ISO 9001.2015 and NABL. (c) Material should be anti-bacterial, anti-microbial, safe and environment friendly.
7	EPDM flooring 24 MM	2000 Square Feet	a) EPDM flooring should be made of worlds' best virgin polymer preferably of USA and Europe. (b) EPDM flooring material should be aligned with the standards as per quality management system of ISO 9001.2015 and NABL. (c) Material should be anti-bacterial, anti-microbial, safe and environment friendly.
8	PCC base works	6400 Square Feet	(a) PCC works with 4 inches' depth (b) Suitable concrete/ aggregates to be used. (c) Curing to be done by contractor itself
9	Fencing	1680 cube feet	(a) Integrated chain linked fencing work on area 6400 Square feet with height of at least 3 feet above the flooring with entry and exit gates (Total 04 gates). Length of fencing is 1680 cube Feet. (b) Grouting of gates' pillar should be minimum 2 feet.

3. **Consignee details.** School Management Committee, AF School

4. **Completion of work.** Within 45 days from the date of issue of supply order.

Signature of Bidder with seal

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Part III – Standard Conditions of RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for Use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show 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 negotiation, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

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9.1. The delivery of the material is delayed for causes not attributable to Force Majeure for more than the stipulated date.

9.2. The Seller is declared bankrupt or becomes insolvent.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or registered post, 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.** N/A

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.

Signature of Bidder with seal

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of 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.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **5 % of the contract values within 30 days** of receipt of the confirmed order but in any case it should be submitted to the buyer before commencement of contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of the Warranty. 36 months' performance warranty be made in favour of Air Force School, Arjangarh.

2. **Repeat Order Clause.** This contract has a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of successful completion of this contract, cost, terms & conditions remaining the same. It will be entirely the discretion of Buyer to place the Repeat order or not.

3. **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 increase or decrease the quantity of the required goods (20% plus/minus) up to 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.

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 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. **100% payment on satisfactory completion of the work and performance bank guarantee.**

5. **Advance Payments.** **No advance payment(s) will be made.**

6. **Paying Authority.** Chairman, SMC, AF School

6.1. 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:

6.1.1. Ink-signed copy of contingent bill / Seller's bill.

6.1.2. Ink-signed copy of Commercial invoice / Seller's bill.

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

7.1. 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.

7.2. If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

7.2.1. Exports by the Seller.

7.2.2. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

7.2.3. Sale of goods such as drugs which have expiry dates.

7.2.4. 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.

7.3. 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 -”.

Signature of Bidder with seal

8. **Risk & Expense clause.**

8.1. 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 issuing due warning 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.

8.2. Should the services 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.

8.3. In case of a material breach that was not remedied within the specified delivery time/date, 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: -

8.3.1. Such default.

8.3.2. In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under

8.4. 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 05 % of the value of the contract."

9. **Quality.** Branded items with quality support service.

10. **Quality Assurance.** The inspection of the items /quality of work will be done by HM AF School/ED.

11. **Franking clause.** The following Franking clause will form part of the Contract placed on successful Bidder –

11.1. 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".

Signature of Bidder with seal

11.2. 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."

12. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

12.1. The claims may be presented either: (i) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (ii) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

12.2. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI (Joint Receipt Inspection) and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

12.3. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request) .

12.4. The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

12.5 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.

12.6. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

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

13 Force Majeure clause

13.1. Neither party shall bear responsibility for the complete or partial on performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present supply order), 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 supply order.

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

13.3. The party for which it becomes impossible to meet obligations under this supply order 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.

13.4. 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.

13.5. 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.

14. Buy-Back offer: N/A

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

16. 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,

Signature of Bidder with seal

minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

17. Export License: N/A

18. Earliest Acceptable Year of Manufacture: N/A.

19. Buyer Furnished Equipment: N/A

20. Packing and Marking: N/A

21. **Quality:** The quality of the stores delivered according to the present supply order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this supply order shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and are 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 interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

22. **Inspection Authority:** The inspection will be carried out by ED, AF School or HM, AF school

23. Pre-Dispatch Inspection: N/A

24. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder –

24.1. Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 36 months from the date of completion of construction/ installation of Multi Utility Games and Play Equipment. if during the aforesaid period of 36 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/stores/articles rectified from

Signature of Bidder with seal

the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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

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

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

25. **Additional Terms & Conditions.**

25.1. Interested firms must be registered in **Delhi NCR only**. A pre-bid meeting shall be conducted prior to the opening of the technical bids. All prospective bidders are required to attend the meeting in person and present their samples. Attendance along with the submission of samples during the meeting is mandatory for eligibility to participate in the bidding process.

25.2. All prospective bidders shall have completed at least one such project in past five years. Bidders are to submit completion certificate along with photos of completed works during pre-bid meeting at School.

Signature of Bidder with seal

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows.

1.1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

1.2. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be as follows.

1.2.1 All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

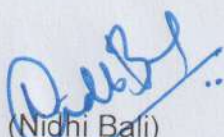
1.3. The Bidders are required to spell out the rates of Customs duty, Excise duty, GST, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / GST 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 duties will be entreated after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST duty up to any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also. 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.

1.4. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to

Signature of Bidder with seal

do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide all services in stipulated time.

1.5. **Service Charges.** The services charges, if any are to be quoted as a whole amount.



(Nidhi Bali)

Squadron Leader

Executive Director

AF School Arjangarh

17 Sep 25