

Important: Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, TIN number, GST number, Bank address with EFT account if applicable, etc and complete postal & e- mail address of their office, else the bids will be summarily rejected.

AIR FORCE SCHOOL JAMMU
23 WING, AIR FORCE STATION, JAMMU

Tele: 0191- 4064433 / 9055042588

Air Force School- Jammu
Air Force Station, Satwari
Jammu Cantt-180003

23W/1817/14/2/ED

27 Nov 23

M/S
.....
.....

INVITATION OF BIDS FOR PROCUREMENT AND INSTALLATION OF CUSTOMISED
TOWER LADDER FOR AIR FORCE SCHOOL JAMMU

1. Two bids in compliance with technical specifications (**Technical Bid**) as listed in Part- II of this RFP & in Appendix- 'A' and **commercial bid** as listed in Para 06 of Part-I of this RFP & in Appendix- 'B' of this RFP are invited for procurement and installation of customized tower ladder for Air Force School Jammu in separate envelope. However, for convenience both envelopes (Technical bid and Commercial bid) may be put in single large envelope and dropped in Tender box or posted. Please super scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below-

- | | | |
|-----|---|---|
| (a) | Bids/queries to be addressed to: | Chairman, School Management Committee
Air Force School Jammu
C/O Air Force Station Jammu,
Satwari, J&K - 180003. |
| (b) | Postal address for sending the Bids: | Chairman, School Management Committee
Air Force School Jammu
C/O Air Force Station Jammu,
Satwari, J&K - 180003. |
| (c) | Name/Designation of the contact personnel: | Flying Officer Rajkumar
Executive Director
Air Force School, Jammu |
| (d) | Telephone numbers of the contact personnel: | 0191-4064433 / 9055042588 |
| (e) | E-mail ID's of contact personnel: | afsjammu@gmail.com |
| (f) | Fax number: | Nil |

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 Specification, Delivery Period, Mode of delivery and Consignee details.
- (c) Part III: Contains standard conditions of RFP, which will form part of the contract with the successful Bidder.
- (d) Part IV: Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V: Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.


(Rajkumar)
Flying Officer
Executive Director
Air Force School Jammu

Part I – General information

1. **Last date and time for depositing the Bids:** 20 Dec 23, 1100 hrs.

The sealed bids (both technical and commercial in separate envelopes only in hard copies) 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 PROCUREMENT AND INSTALLATION OF CUSTOMISED TOWER LADDER FOR AIR FORCE SCHOOL JAMMU** placed at Main Gate of Air Force Station Jammu or sent by registered post to Chairman, SMC, Air Force School Jammu, Satwari, J&K - 180003 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 e-mail will not be considered (unless they have been specially called for by these modes due to urgency).

3. **Time and date for opening of Bids:** 1200 hrs on 20 Dec 23 (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 Gate, Air Force Station Jammu. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** Station Education Section, Air Force Station, Jammu. The bidders may depute their representatives, duly authorised in writing, to attend the opening of bid on the due date and time. Rates and important commercial clauses quoted by all the 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. **Two-Bid system:** Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 07 (S) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and withdrawal of Bids:** A bidder may modify or withdraw his Bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to dealing prescribed for submission of Bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of Bids. No bid may be withdrawn in the interval between the deadline for submission of Bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the 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 120 DAYS from the last date of submission of the Bids.
14. **Earnest Money Deposit (EMD):**
- (a) Bidders are required to submit EMD for amount of ₹ 16,584/- (Sixteen Thousand, Five hundred Eighty Four only) along with their bids in the name of Chairman, School Management Committee. 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 Sixty Days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or 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. **Vendors are requested to furnish the details of EMD in below mention space. The non-submission of the same will leads to rejection of bid.**

DETAILS OF EARNEST MONEY DEPOSIT (EMD)

FDR/ BG NO	
EMD Amount	₹ 16,584/-
Issuing Bank/ Place	
Issued on Date	
Validity up to	

Note: EMD is to be submitted along with Technical Bid in a separate envelope and details to be mentioned clearly.

Part II – Essential Details of Items required

1. **Schedule of Requirements:** List of items/Services required is as follows:

PROCUREMENT AND INSTALLATION OF CUSTOMIZED TOWER LADDER FOR AIR FORCE SCHOOL JAMMU

SI No	Name of the item	Qty Rqd
(a)	Tower Ladder	01

2. **Technical Specification of Customised Tower Ladder:**

SI No	Name of the item	Specification	Qty
(a)	Customised Tower Ladder	2000mm x 1500mm x 1700 mm (19 meters) Platform Height : 16.3 meters Tower Height : 17.3 meters Railing Height : 1 meters Working Height : 18.3 meters	
		H Frame 1500 mm X 2000 mm	16 nos
		H Frame 1500 mm x 1000 mm	2 nos
		Cross Braces (Diagonal braces)	18 nos
		Straight Braces (Horizontal braces)	18 nos
		Top Platform (Aluminium base and frame with 12 mm waterproof birch wooden and trapdoor entry) Size: 2000mm x 650 mm each	2 nos
		Resting Platform	7 nos
		Internal Access ladder (Staircase)	8 nos
		Side Support (Stabiliser) 7000mm	4 nos
		Side Support (Stabiliser) 3700mm	4 nos
		Jack Set with Attached 360 degrees rotating wheels and brake system	2 nos

Note: Onsite warranty for all defects in materials and workmanship for a period of minimum 03 (three) years from the date of completion. The warranty should include structural damage, general wear and damage caused from all kinds of weather exposure.

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 specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid as annexed at Annexure- 'A' –

Para of RFP specification item wise	Specification of item offered	Compliance to RFP specification – whether Yes/No	I case of non-compliance deviation from RFP to be specified in unambiguous terms

4. **Delivery Period:** Delivery to be completed within 30days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period and if any deviation from the specification of items in the contract. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Delivery and Transportation:** The items are to be delivered and provisioned at "Air Force School Jammu" Satwari, J&K-180003 with prior intimation before delivery. The transportation cost to destination is to be borne by the vendor.

6. **Destination for Supply:** The items are to be delivered, fixing and installed at the address mentioned above in SL No. 5, with a prior intimation before delivery.

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.

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

Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or Recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period 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, 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:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 30 days after the schedule date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The delivery of the material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by 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 Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **GST, Taxes and Duties**

(i) **General**

1. If Bidder desires to ask for excise duty or GST/ Taxes, the same must be specified stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any GST/Taxes is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such GST/ Taxes will be entrained after the opening of the tenders.

3. If the bidder chooses to quote a price inclusive of any GST/ Taxes and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such GST/ Taxes included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a bidder is exempted from payment of any GST/ Taxes upto any value of supplies from them, he should clearly state that no such GST/ Taxes will be charged by them upto limit of exemption which they may have. If any concession is available in regard to rate/quantum of any GST/ Taxes, it should be brought out clearly. Stipulations like, the said GST/ Taxes was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with requirement, their quoted prices shall be loaded with the quantum of such GST/ Taxes which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any GST/ Taxes upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession, etc. if any obtained by the seller.

(ii) GST

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

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

(iii) Octroi Duty & Local Taxes

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

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

Part IV – Special Conditions of RFP

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) **for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in form DPM-15 (Available in MoD website and can be provided on request).
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **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 plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant payment details so that payments could be made through ECS/NEFT 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. The payment will be made as per the following terms, on production of the requisite documents:
100% payment on completion of work.
6. **Advance Payments:** No advance payment(s) will be made.
7. **Paying Authority:** Chairman SMC, Air Force School Jammu. The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - (a) Ink-signed copy of contingent bill / Seller's bill.
 - (b) Ink-signed copy of Commercial invoice / Seller's bill.
 - (c) Copy of Supply Order/Contract.
 - (d) Guarantee / Warranty certificate.
 - (e) Performance Bank guarantee / Indemnity bond where applicable.
 - (f) 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).
 - (g) Any other document / certificate that may be provided for the Supply Order / Contract.

(h) User Acceptance.

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

(a) The price charged for the stores supplied 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/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply orders placed during the currency of the rate is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organization including the Buyer or any 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:-

(i) Exports by the Seller.

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

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate as also under any previous contracts entered into with the Central or State Govt. Deptts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate– “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate 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 -”.

9. **Risk & Expense clause:**

(a) Should the stores or any instalment thereof not be delivered with the time or time specified in the contract documents, or it 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 as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be one in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

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

(i) Such default.

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

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

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 under the provisions of the present contract), if the non performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 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.

11. Specification: The following specification clause will form part of the contract placed on successful Bidder – The seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications of the existing design configuration to meet the specific requirement of the Buyer Services as per modification/requirements recommended after the Maintenance Evaluation Trail. All technical literature and drawings shall be amended as the modifications

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 authorized vendors subject to quality certification.

13. **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 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 modification 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 (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 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.

14. **Inspection Authority:** The inspection will be carried out by Executive Director/Principal of Air Force School Jammu or a representative nominated by Chairman, SMC. The mode of inspection will be Departmental Inspection / User Inspection. The items not found original and as per supply order will be rejected. Before finalization of Supply order, TEC/CSCB will ascertain the compliance of items and material utilized by visiting the firms/work done earlier, evaluating the brushers or ask for samplers

15. **Earliest Acceptable Year of Manufacture:** Year 2023 Quality / Life certificate will need to be enclosed with the Bill

16. **Joint Receipt inspection:** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder –

(a) The parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival in India at location to be nominated by the Buyer. JRI shall be completed within 60 days (for armament/ammunition)/30 days (for other than armament/ammunition) or arrival of good at the Port Consignee. JRI will consist of

- (i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract and the invoices.
- (ii) Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer but functional checking of spares shall not be done.

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

The claims may be presented either:

(a) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing.

(b) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

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

(ii) 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).

(iii) 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.

(iv) 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.

(v) 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.

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

18. Warranty / Guarantee:

(a) The following Warranty will form part of the contract placed on the successful Bidder –

(i) The seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specification.

(ii) The Seller warrants for a period of 36 months for each items as mentioned at appendix "A" from the dated of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failure.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer.

(iv) The seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the seller and he will ensure that the downtime is within 5% of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) Of a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 20% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in this contract, the Seller undertakes that the warranty period of the goods/stores shall be extended to the extent.

(viii) The Seller will guarantee the shelf life of 60 months under the Indian tropical condition as given below:

1. Minimum temperature --- (-) 30 degree C
2. Maximum temperature --- (+) 50 degree C

18. **Annual Maintenance Contract (AMC) Clause:** The following AMC clause will form part of the contract placed on successful Bidder:

(a) The seller would provide comprehensive AMC for a period 03 years (Yearly renewable) after expiry of warranty period and at the sole discretion of buyer. The AMC services should cover the repair and maintenance of all the equipment and systems purchased under the present contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the seller. The AMC services would be provided in two distinct ways.

(i) **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the buyer, the seller is to provide maintenance service to make the equipment/system serviceable.

(b) **Response time:** The response time of the Seller should not exceed 07 days (Seven days) from the time the breakdown intimation is provided by the Buyer.

(c) **Serviceability** of -100% per year is to be ensured. This amounts to total maximum downtime of 30 days per year. Also un-serviceability should not exceed 07 days at one time. Required spares to attain this serviceability may be stored at site by the seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) **Maximum repair turnaround time** for equipment/system would be 07 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) **Technical Documentation:** All necessary changes in the documentation (Technical and operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyers would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The buyers reserve its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 month. The seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation criteria:** The broad guidelines for evaluation of Bids will be as follows:
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirement of the RFP, both technically and commercially.
 - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of GST/taxes and duties in evaluation process will be as follows:
 - (i) 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.
 - (d) Bidders must indicate separately the relevant GST/Taxes likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.
 - (e) If a bidder is exempted from payment of any GST/Taxes upto any value of supplies from them, he should clearly state that no such GST/Taxes will be charged by them upto the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any GST/Taxes, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.
 - (f) Any change in levies, GST/Taxes levied by Central/ Stat/ Local government such as excise duty, GST/Taxes, Octroi/ entry tax etc on the final product upward as a result of any statutory variations taking place within the contract period shall be allowed re-imburement by the Buyer, to the extent of actual quantum of such GST/Taxes paid by the seller. Similarly, in case of downward revision in any such GST/Taxes, the actual quantum of reduction of such GST/Taxes shall be re-imbursed to the Buyer by the seller. All such adjustment shall include all reliefs, exemptions, rebates, concessions etc if any obtained by the seller. Section 64 A of Sales of Goods Act will be relevant in this situation.
 - (g) Levies, GST/Taxes levied by Central/ State/ Local governments such as excise duty, GST/Taxes, Octroi, Entry tax on final product will be paid by the buyer on actuals, based on relevant documentary evidence. GST/Taxes on input items will not be paid by buyer on actuals, based on relevant document evidence. GST/Taxes and duties on input items will not be paid by the buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.
 - (h) In cases where only Indian bidders are competing L-1 bidder will be determined on Basic Cost excluding levies, GST/Taxes and duties levied by Central/ State/ Local governments such as excise duty, GST/Taxes, Octroi/ entry tax etc on final product as quoted by bidders.

(j) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. **Price Bid Format:** The price to be quoted in the format given in **Appendix- 'B'**.



(Rajkumar)
Flying Officer
Executive Director
AF School- Jammu

Appendix- 'A'
(Refer Part-II, Para 2 of RFP)

TECHNICAL SPECIFICATION OF CUSTOMISED TOWER LADDER

SI No	Name of the item	Specification	Qty	Compliance of RFP specification whether Yes/No is to be mentioned below	In case of non compliance, deviation from RFP to be specified in unambiguous terms
(a)	Customised Tower Ladder	2000mm x 1500mm x 1700 mm (19 meters) Platform Height : 16.3 meters Tower Height : 17.3 meters Railing Height : 1 meters Working Height : 18.3 meters			
		H Frame 1500 mm X 2000 mm	16 nos		
		H Frame 1500 mm x 1000 mm	2 nos		
		Cross Braces (Diagonal braces)	18 nos		
		Straight Braces (Horizontal braces)	18 nos		
		Top Platform (Aluminium base and frame with 12 mm waterproof birch wooden and trapdoor entry) Size: 2000 mm x 650 mm each	2 nos		
		Resting Platform	7 nos		
		Internal Access ladder (Staircase)	8 nos		
		Side Support (Stabiliser) 7000mm	4 nos		
		Side Support (Stabiliser) 3700mm	4 nos		
		Jack Set with Attached 360 degrees rotating wheels and brake system	2 nos		
		<u>Warranty: 03 years</u>			

Note: Onsite Warranty for all defects in materials and workmanship of customised tower ladder for a period of minimum 03 (three) years from the date of completion. The warranty should include structural damage, general wear and damage caused from all kinds of weather exposure.

COMMERCIAL BID OF CUSTOMISED TOWER LADDER

SI No (1)	Name of the item (2)	Specification (3)	Qty (4)	Offered Brand/M ake (5)	Unit/ Basic Price (without GST)	GST	Total amount including GST
(a)	Customised Tower Ladder	2000mm x 1500mm x 1700 mm (19 meters) Platform Height : 16.3 meters Tower Height : 17.3 meters Railing Height : 1 meters Working Height : 18.3 meters					
		H Frame 1500 mm X 2000 mm	16 nos				
		H Frame 1500 mm x 1000 mm	2 nos				
		Cross Braces (Diagonal braces)	18 nos				
		Straight Braces (Horizontal braces)	18 nos				
		Top Platform (Aluminium base and frame with 12 mm waterproof birch wooden and trapdoor entry) Size: 2000 mm x 650 mm each	2 nos				
		Resting Platform	7 nos				
		Internal Access ladder (Staircase)	8 nos				
		Side Support (Stabiliser) 7000mm	4 nos				
		Side Support (Stabiliser) 3700mm	4 nos				
		Jack Set with Attached 360 degrees rotating wheels and brake system	2 nos				
		<u>GRAND TOTAL:</u> <u>(Warranty: 03 years)</u>					

Note: Onsite Warranty for all defects in materials and workmanship of customised tower ladder for a period of minimum 03 (three) years from the date of completion. The warranty should include structural damage, general wear and damage caused from all kinds of weather exposure.

CERTIFICATE: ACCEPTANCE OF TERMS AND CONDITIONS OF RFP

It is certified that all the terms and conditions as laid down in the attached pages and anywhere in the tender and its appendices are accepted by the company and will be abide by them. It is further certified that any cost incurred on project of "**PROCUREMENT AND INSTALLATION OF CUSTOMISED TOWER LADDER**" at Air Force School Jammu as mentioned in the schedule of requirement of the request for proposal (RFP) required to complete the commitment of this unit would be borne by us.

Company seal

Authorised Signatory of Company

Place:.....

Date:.....