

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.

Tele: 020 26611046/ 020 26633451

Education Section  
No. 2 Wing, AF  
AF Station Lohegaon  
Pune-411032

2W/541/6/5/ED

03 Dec 2020

M/s .....  
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### REQUEST FOR PROPOSAL (RFP) UNDER TWO BID SYSTEM

Invitation of Bids for: FLOOR TILING OF CLASSROOMS AT AIR FORCE SCHOOL VIMAN NAGAR, PUNE

Request for Proposal (RFP) No: 2WAFS VN/RFP/02/2020-21      Dated: 02 Dec 2020

1. **Manner for submission of Bids:** Bids in sealed cover are invited for supply of items listed in Part II of this RFP. **Technical Bid (Page 1 to Page 19 of RFP, EMD/ EMD exemption Certificate)** and **Commercial Bid (ANNEXURE 'A')** are to put in separate envelope clearly marked as "Technical bid" and "Commercial bid" duly signed by the authorized signatory on each page acknowledging the terms of RFP and both these sealed envelopes are to be put in a bigger sealed cover the upper cover should be clearly marked as **"Quotation for: Floor tiling of classrooms at Air Force School Viman Nagar, Pune."** The prospective Bidder has to mandatorily fill all the columns of Tech Matrix of Para-2 of Part-II of RFP. Failure of the same shall result in rejection of bids on ground of insufficient information. The vetting of technical bid will be carried out first. The commercial bid of only those firms will be opened who qualifies in technical evaluation of Para-2 of Part-II of RFP. Any quotation without technical bid will be rejected. **EMD / EMD exemption certificate to be submitted along with technical bid.**

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

- Bids/ queries to be addressed to: Senior Education Officer, 2 Wing, Air Force
- Postal address for sending the Bids: AOC, 2 WING, AF LOHEGAON, PUNE-411032
- Name/ designation of the contact personnel: Wg Cdr Reena (Senior Education Officer)
- Telephone numbers of the contact personnel: Office: 020- 26611046  
For any Technical query, contact- 8275730239
- Fax number: 020-26687730



## Part I – General information

1. **Last date and time for depositing the Bids:** Date: 22 DEC 2020 Time: 1400 Hrs.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as **TENDER BOX, EDN SEC**, 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:** Date: 23 DEC 2020 Time: 1100 Hrs  
Commercial Bid will be opened on approval of TEC Report.
4. **Location of the Tender Box:** **MAIN GUARD ROOM, 2 WING AF LOHEGAON, PUNE - 411032**. 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
6. **Two Bid System:** Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical evaluation.
7. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN, GSTIN number, VAT/CST number, Bank address with EFT 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 14 (fourteen) 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. **Pre-Bid meeting:** A pre-bid meeting would be held for the interested sellers on 15 DEC 2020 at 1100h at **Stn Edn Sec, AF Station Lohegaon, Pune - 32** to discuss and clarify the requirement of work services to be carried out. Attendance in pre-bid meeting is compulsory.
10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
11. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **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.
13. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.



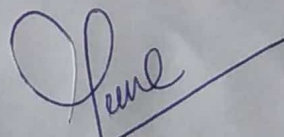
14. **Validity of Bids:** The Bids should remain valid till **120 days** from the last date of submission of the Bids.

15. **Earnest Money Deposit:** – Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 1,45,000/-** along with their bids. The EMD may be submitted in the form of an Account Payee FDR/BG in favour of “**Executive Director, Air Force School Viman Nagar & M/s.....**” 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 (i.e. 165 days beyond the last date of submission of bid).** The EMD is not required to be submitted by those firms which are registered with MSME, DGS&D and NSIC or concerned Department of MoD, Min. of GOI like NCCF and Kendriya Bhandaar. **Firms registered under any of units or sub offices of centre purchase Organisation/ Department/ Ministry will not be exempted from EMD Submission, Further to claim exemption under MSME or NSIC, the vendor should be registered under the said category only. Unit level registration will not be considered for EMD exemption.** 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 30<sup>th</sup> 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 Security Deposit from them as called for in the contract. Tender form without earnest money/Bank guarantee will not be considered. The EMD will be forfeited if the bidder withdraw or amend, 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. DD/ Bankers Cheque is not acceptable as the validity of these instruments are 90 days only. The submission of the same will leads to rejection of bid.**

**DETAILS OF EARNEST MONEY DEPOSIT (EMD)**

FDR/ BG No	
EMD Amount	Rs.
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.



(Reeha)  
Wing Commander  
Executive Director  
Air Force School Viman Nagar

## Part II – Essential Details of Items/Services required

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

Description
FLOOR TILING OF CLASSROOMS AT AIR FORCE SCHOOL VIMAN NAGAR

2. **Technical Details:**

Sl No	Parameters & Technical Specifications of item	Qty	Area	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
<b>FLOOR TILING OF CLASS ROOMS IN AIRFORCE SCHOOL VIMAN NAGAR (MAIN BUILDING):-</b>					
(a)	<b>Dismantling old mosaic tiles and replacing 2'x2'double charge vetrified tiles</b>				
	<b>CLASS NO.:-04</b>				
	Flooring :-20'x20'.6"	=410sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 05</b>				
	Flooring :-20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 06</b>				
	Flooring :-20'.6"x20'	=410sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 07</b>				
	Flooring :-20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 08</b>				
	Flooring :-20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 09</b>				
	Flooring :-20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 13</b>				
	Flooring:- 20'.6"x20'	=410sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 14</b>				
	Flooring :- 20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 15</b>				
	Flooring :- 20'x20'.6"	=410sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 16</b>				
	Flooring :- 20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 17</b>				
	Flooring :- 20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS NO.:- 18</b>				
	Flooring :- 20'.3"x20'	=405sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS XIIA</b>				
	Flooring -20'.3"x20'x3"	=410.06sq.ft.			
	Skirting :-	=78R.ft.			
	<b>CLASS IXA</b>				



Flooring -20'.3"x20' =405sq.ft.  
 Skirting :- =78R.ft.  
**CLASS XIIB**  
 Flooring -20'.3"x20'x3" =410.06sq.ft.  
 Skirting :- =78R.ft.  
**ROOM NO.:- 19**  
 Flooring :-30'x20'.3" =607.5sq.ft.  
 Skirting :- =98R.ft.  
**ROOM NO.-40**  
 Flooring -30'x20'x6" =615sq.ft.  
 Skirting :- =98R.ft.  
**COMPUTER LAB**  
 Flooring:30'.6"x20'.3" =617.62sq.ft.  
 Skirting :- =97R.ft.  
**LIBRARY:**  
 Flooring - 30'.6"x20'.3" =617.62sq.ft.  
 Skirting :- =97R.ft.

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**10122.86sq.ft.**

**Repair of existing main doors of classrooms:-**  
 Removal of existing doors, cutting, repairing and refitting the same.

**Specification:-**

2'x2' Double charge vitrified tiles  
 Scratch proof  
 Stain resistance  
 High gloss finish  
 Harden tiles base

**Work :-**

- 1)Dismantling of old tiles
- 2) Taking down and Disposal of debris
- 3)Leveling uneven surface area with sand and cement mixture
- 4) Fixing new 2'x2' vitrified tiles
- 5) Skirting to all walls of room.
- 6)Modification of existing Aluminum door

**TRANSPORTATION INCLUDED**

19  
 No.

**FLOOR TILING IN CLASSROOMS OF KG VIMAN NAGAR**

**Dismantling old mosaic tiles and replacing  
 2'x2'double charge vetrified tiles  
 ACTIVITY ROOM**

Flooring :-17'.6"x7'.3" =126.87sq.ft.  
 Skirting :- =46.5R.ft.

**UKG-A**

Flooring :-15'.3"x17'.3" =263.06sq.ft.  
 Skirting :- =59R.ft.

**UKG-B**

Flooring :-15'.3"x17'.3" =263.06sq.ft.  
 Skirting :- =59R.ft.

**LKG-A**

Flooring :-15'.3"x17'.6" =266.87sq.ft.  
 Skirting :- =59R.ft.

**LKG-B**

Flooring :-17'.6"x17'.3" =301.87sq.ft.  
 Skirting :- =64R.ft.

(ii)

01  
 No.

2,151.6  
 Sq ft

		<b>VARANDA</b> Flooring :-8'.3"x69'.6" =573.37sq.ft. Skirting :- =69R.ft. <hr/> <b>2151.6sq.ft.</b>  <b>Specification:-</b> 2'x2' Double charge vitrified tiles for flooring Scratch proof Stain resistance High gloss finish Harden tiles base 12"x18"tiles for dado <b>Work :-</b> 1)Dismantling of old tiles 2) Taking down and Disposal of debris 3)Leveling uneven surface area with sand and cement mixture 4) Fixing new 2'x2' vitrified tiles 5) Skirting to all walls of room. 6)Modification of existing Aluminum door <b>TRANSPORTATION INCLUDED</b>  <b>Repair of existing main doors of classrooms:-</b> Removal of existing doors, cutting, repairing and refitting the same.	05			
		<b>FLOOR TILING IN CLASSROOMS OF KG VAYU SAINIK NAGAR</b>				
(b)	(iii)	<b>DISMANTLING OLD MOSAIC TILES AND REPLACING 2'X2'DOUBLE CHARGE VETRIFIED TILES</b>  <b>UKG-B</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-B</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-C</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LIBRARY</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>UKG-C</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>COMPUTOR ROOM</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>UKG-A</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-A</b> Flooring:-15'X20' =300sq.ft. Skirting : =70R.ft.				



		<b>STAFF ROOM</b> Flooring:-10'-6''X11'-6'' =120.75sq.ft. Skirting :- =44R.ft. <b>KITCHEN ROOM</b> Flooring:-6'-9''X15'-6'' =104.62sq.ft. Skirting :- =46R.ft. <b>OFFICE</b> Flooring:-10'-6''X12'-3'' =128.62sq.ft. Skirting :- =45R.ft. <b>PLAY ROOM</b> Flooring:-21'-3''X15'-3'' =324.06sq.ft. Skirting :- =73R.ft. <b>DINING ROOM</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>TV ROOM</b> Flooring:-19'-9''X13'-6'' =266.62sq.ft. Skirting :- =66R.ft. <b>ACTIVITY ROOM</b> Flooring:-20'-6''X13'-3'' =271.62sq.ft. Skirting :- =67R.ft. <b>CORRIDOOR</b> Flooring:-146'X8'-9'' =1277.5sq.ft. Skirting :- =278R.ft.  ----- <b>6442.79 Sq.ft.</b>  <b>SPECIFICATION:-</b> 2'x2' Double charge vitrified tiles for flooring Scratch proof Stain resistance High gloss finish Harden tiles base  <b>WORK :-</b> 1)Dismantling of old tiles 2) Taking down and Disposal of debris 3)Leveling uneven surface area with sand and cement mixture 4) Fixing new 2'x2' vitrified tiles 5) Skirting to all walls of room. 6)Modification of existing Aluminum door 7) <b>TRANSPORTATION INCLUDED</b>	01	6442.79 Sq.ft.		
(c)	(iv)	<b>REPAIRING OF EXISTING MAIN DOORS OF CLASS ROOMS :-</b> Removing of existing doors , cutting, repairing & refitting same	15No.			

3. **Delivery/ Construction Period** – Delivery/ Construction period would be **70 working days** from the effective date of supply order.

4. **Delivery and Transportation:** Delivered and constructed at Air Force School Viman Nagar.

5. **Consignee details:** Executive Director, AF School Viman Nagar, Pune-411014



### 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.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an



event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

**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 (60 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (60 days) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

**10. Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

**11. Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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



## **14. Taxes and Duties - Indigenous bidders**

### **i) General**

1. If Bidder desires to ask for excise duty or GST/ Taxes, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
2. If reimbursement of any GST/ Taxes is intended as extra over the quoted prices, the Bidder must specifically say so and 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 entreated after the opening of tenders.
3. If a Bidder chooses to quote a price inclusive of any GST/ Taxes and does not confirm inclusive of such GST/ Taxes so included is firm and final, he should clearly indicate the rate of such GST/ Taxes and quantum of such duty/tax 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 duty/ tax up to any value of supplies from them, he should clearly state that no such GST/ Taxes will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any GST/ 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 GST/ Taxes will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such GST/ Taxes which is 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 GST/ Taxes paid by the supplier. Similarly, in case of downward revision in any GST/ Taxes, the actual quantum of reduction of such GST/ Taxes 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/ Taxes**

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:**

I. 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 authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

II. 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 by-laws/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: (Indigenous cases):** 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 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.
2. **Repeat Order Clause** – 50% of contract value (as per DPM).
3. **Option Clause:** - N/A.
4. **Tolerance Clause** – N/A
5. **Risk & Expense clause** –
  - a. Should the stores or any installment 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 installment 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 installment 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 he 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.
6. **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.

7. **Payment Terms:** 100% payment on delivery, construction and acceptance by the user.

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

9. **Paying Authority:** Chairman, School Management Committee, Air Force School Viman Nagar, Pune-14

10. **Specification:** AS PER PARA-2 OF PART-II OF RFP

11. **Inspection Authority:** Specialist/ Independent Officer at AF Stn Pune.

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

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

i. Except as otherwise provided in the invitation tender, the Seller hereby declares that the 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 **12 months** from the date of delivery of the said goods stores/articles to the Buyer or **12 months** from the date of shipment/despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **12/15 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 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.

ii. Free calibration for 1<sup>st</sup> year and one extra free calibration post expiry.

iii. 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.

iv. 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.

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

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

#### **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 requirements of the RFP.

b. 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 in evaluation process will be as follows:

c. 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.

d. If a bidder is exempted from payment of any GST/Taxes up to any value of supplies from them, he should clearly state that no such GST/Taxes will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of any 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.

e. Any change in levies, GST/ Taxes levied by Central/ State/ Local governments 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-imbursement 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 adjustments 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.

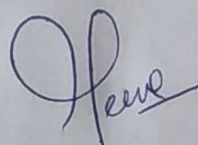
f. Levies, GST/ Taxes levied by Central/ State/ Local governments such as excise duty, GST/ Taxes, Octroi, Entry tax on final product will be paid by the buyer on actuals, based on

relevant documentary evidence. GST/ Taxes on input items will not be paid by buyer on actuals, based on relevant documentary 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.

g. 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.

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

2. **Price Bid Format: AS PER ANNEXURE- 'A'**



(Reena)  
Wing Commander  
Executive Director  
Air Force School Viman Nagar



**COMMERCIAL BID**

1. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill up this correctly with full details:

Basic cost of the item/items:

SI No	Parameters & Technical Specifications of item	Qty	Area	Unit Price	GST	Total
<b>FLOOR TILING OF CLASS ROOMS IN AIRFORCE SCHOOL VIMAN NAGAR:-</b>						
(a)	<b>Dismantling old mosaic tiles and replacing 2'x2'double charge vetrified tiles</b>					
	<b>CLASS NO.:-04</b>					
	Flooring :-20'x20'.6"	=410sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 05</b>					
	Flooring :-20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 06</b>					
	Flooring :-20'.6"x20'	=410sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 07</b>					
	Flooring :-20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 08</b>					
	Flooring :-20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 09</b>					
	Flooring :-20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 13</b>					
	Flooring:- 20'.6"x20'	=410sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 14</b>					
	Flooring :- 20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 15</b>					
	Flooring :- 20'x20'.6"	=410sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 16</b>					
	Flooring :- 20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 17</b>					
	Flooring :- 20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS NO.:- 18</b>					
	Flooring :- 20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS XIA</b>					
	Flooring -20'.3"x20'x3"	=410.06sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS IXA</b>					
	Flooring -20'.3"x20'	=405sq.ft.				
	Skirting :-	=78R.ft.				
	<b>CLASS XIIB</b>					
	Flooring -20'.3"x20'x3"	=410.06sq.ft.				

	Skirting :- =78R.ft. <b>ROOM NO.- 19</b> Flooring :-30'x20'.3" =607.5sq.ft. Skirting :- =98R.ft. <b>ROOM NO.-40</b> Flooring -30'x20'x6" =615sq.ft. Skirting :- =98R.ft. <b>COMPUTER LAB</b> Flooring:30'.6"x20'.3" =617.62sq.ft. Skirting :- =97R.ft. <b>LIBRARY:</b> Flooring - 30'.6"x20'.3" =617.62sq.ft. Skirting :- =97R.ft.  ----- 10122.86sq.ft. <b>Repair of existing main doors of classrooms:-</b> Removal of existing doors, cutting, repairing and refitting the same.  <b>Specification:-</b> 2'x2' Double charge vitrified tiles Scratch proof Stain resistance High gloss finish Harden tiles base <b>Work :-</b> 1)Dismantling of old tiles 2) Taking down and Disposal of debris 3)Leveling uneven surface area with sand and cement mixture 4) Fixing new 2'x2' vitrified tiles 5) Skirting to all walls of room. 6)Modification of existing Aluminum door <b>TRANSPORTATION INCLUDED</b>					
		19 No.				
<b>FLOOR TILING IN CLASSROOMS OF KG VIMAN NAGAR</b>						
(ii)	<b>Dismantling old mosaic tiles and replacing 2'x2'double charge vetrified tiles</b> <b>ACTIVITY ROOM</b> Flooring :-17'.6"x7'.3" =126.87sq.ft. Skirting :- =46.5R.ft. <b>UKG-A</b> Flooring :-15'.3"x17'.3" =263.06sq.ft. Skirting :- =59R.ft. <b>UKG-B</b> Flooring :-15'.3"x17'.3" =263.06sq.ft. Skirting :- =59R.ft. <b>LKG-A</b> Flooring :-15'.3"x17'.6" =266.87sq.ft. Skirting :- =59R.ft. <b>LKG-B</b> Flooring :-17'.6"x17'.3" =301.87sq.ft. Skirting :- =64R.ft. <b>VARANDA</b> Flooring :-8'.3"x69'.6" =573.37sq.ft. Skirting :- =69R.ft.  -----	01 No.	2,151.6 Sq.ft.			



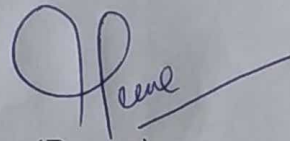
		2151.6sq.ft.					
		<b>Specification:-</b> 2'x2' Double charge vitrified tiles for flooring Scratch proof Stain resistance High gloss finish Harden tiles base 12"x18"tiles for dado <b>Work :-</b> 1)Dismantling of old tiles 2) Taking down and Disposal of debris 3)Leveling uneven surface area with sand and cement mixture 4) Fixing new 2'x2' vitrified tiles 5) Skirting to all walls of room. 6)Modification of existing Aluminum door <b>TRANSPORTATION INCLUDED</b>  <b>Repair of existing main doors of classrooms:-</b> Removal of existing doors, cutting, repairing and refitting the same.	05				
		<b>FLOOR TILING IN CLASSROOMS OF KG VAYU SAINIK NAGAR</b>					
(b)	(iii)	<b>DISMANTLING OLD MOSAIC TILES AND REPLACING 2'X2'DOUBLE CHARGE VETRIFIED TILES</b>  <b>UKG-B</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-B</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-C</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LIBRARY</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>UKG-C</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>COMPUTOR ROOM</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>UKG-A</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>LKG-A</b> Flooring:-15'X20' =300sq.ft. Skirting : =70R.ft. <b>STAFF ROOM</b> Flooring:-10'-6''X11'-6'' =120.75sq.ft. Skirting :- =44R.ft. <b>KITCHEN ROOM</b> Flooring:-6'-9''X15'-6'' =104.62sq.ft.	01 No.	6442.79	Sq.ft.		

		Skirting :- =46R.ft. <b>OFFICE</b> Flooring:-10'-6''X12'-3'' =128.62sq.ft. Skirting :- =45R.ft. <b>PLAY ROOM</b> Flooring:-21'-3''X15'-3'' =324.06sq.ft. Skirting :- =73R.ft. <b>DINING RTOOM</b> Flooring:-15'X20' =300sq.ft. Skirting :- =70R.ft. <b>TV ROOM</b> Flooring:-19'-9''X13'-6'' =266.62sq.ft. Skirting :- =66R.ft. <b>ACTIVITY ROOM</b> Flooring:-20'-6''X13'-3'' =271.62sq.ft. Skirting :- =67R.ft. <b>CORRIDOOR</b> Flooring:-146'X8'-9'' =1277.5sq.ft. Skirting :- =278R.ft.  ----- <b>6442.79 Sq.ft.</b>  <b>SPECIFICATION:-</b> 2'x2' Double charge vitrified tiles for flooring Scratch proof Stain resistance High gloss finish Harden tiles base  <b>WORK :-</b> 1)Dismantling of old tiles 2) Taking down and Disposal of debris 3)Leveling uneven surface area with sand and cement mixture 4) Fixing new 2'x2' vitrified tiles 5) Skirting to all walls of room. 6)Modification of existing Aluminum door 7) <b>TRANSPORTATION INCLUDED</b>				
(c)	(iv)	<b>REPAIRING OF EXISTING MAIN DOORS OF CLASS ROOMS :-</b> Removing of existing doors , cutting, repairing & refitting same	15No.			



Note: In cases where only Indian bidders are competing L-1 bidder will be determined by excluding levies, GST/Taxes and duties levied by Central/ State/ Local governments such as excise duty, GST, Octroi/entry tax etc on final product as quoted by bidders.

- b. Installation / Commissioning charges:
- c. Training:
- d. Technical literature:
- e. Tools:
- f. Any other item:
- g. Is CGST/SGST/IGST extra?
- h. If yes, then mention the following:
  - i. Total value on which CGST/SGST/IGST is leviable:
  - ii. Rate of CGST/SGST/IGST:
  - iii. Total value of CGST/SGST/IGST leviable:
  - iv. Octroi / Entry taxes:
  - v. Any other Taxes / Duties / Overheads / Other costs:
  - vi. Grand Total



(Reena)  
Wing Commander  
Executive Director  
Air Force School Viman Nagar