

Telephone: 0288-2569500 Extn. 7238/7236

33 Wing, AF
Air Force Station,
Jamnagar - 361003

33WG/2739/1/EDN (BM-II)

16 Oct 24

M/s.

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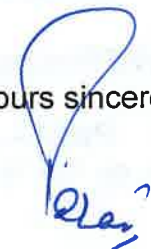
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**REQUEST FOR PROPOSAL : INVITATION OF BIDS FOR PURCHASE AND INSTALLATION
OF FIRE FIGHTING SYSTEMS AND FIRE EXIT STAIR CASE FOR AIR FORCE SCHOOL
JAMNAGAR**

Dear Sir,

1. Bids in sealed cover are invited from authorized vendors for supply and installation of items listed in Part II of this RFP. Please superscribe 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. 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.
3. Complete RFP details may be downloaded from Air Force School Jamnagar official website (www.airforceschooljamnagar.in) and is required to be attached with the bid duly signed, accepted and sealed by authorised person/ proprietor.

Yours sincerely,



(DV Tewari)
Wg Cdr
Executive Director
Air Force School
Jamnagar

REQUEST FOR PROPOSAL
PARTICULAR OF THE BUYER ISSUING THE RFP

REQUEST FOR PROPOSAL
FOR PURCHASE AND INSTALLATION OF FIRE FIGHTING SYSTEMS AND FIRE EXIT STAIR
CASE FOR AIR FORCE SCHOOL JAMNAGAR

1. Bids in sealed cover are invited from authorized vendors for supply and installation of items listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP number and Date of Opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Vendors are to carry out the site survey before Pre-bid meeting, if applicable.

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 : AOC, 33 Wing, Air Force Jamnagar
Kind Attn: Executive Director
Air Force School Jamnagar - 361003

(b) Postal address to sending the Bids : AOC, 33Wing, Air Force, Jamnagar
Kind Attn: Executive Director
Air Force School Jamnagar - 361003

(c) Name / designation/ Contact number of the contact personnel:

Wg Cdr DV Tewari
Executive Director
Air Force School Jamnagar - 361003

(d) Telephone number of the contact personnel : **1932 / 3712 7238, M.98252 30153**

(e) E-mail ids of contact personnel : **afsschooljam@gmail.com**

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 of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

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

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

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

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** 1000 hrs on 11 Nov 24. The sealed Bids (both technical and commercial, in case two bids are called for) should be deposited or should reach at the specified place/ Tender Box **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 **“INVITATION OF BIDS FOR PURCHASE AND INSTALLATION OF FIRE FIGHTING SYSTEMS AND FIRE EXIT STAIR CASE FOR AIR FORCE SCHOOL JAMNAGAR”** located at **“Main Gate, Air Force Station-I, Digjam Mill Road, Jamnagar - 361003 (Gujarat)”** or sent by registered post at the address given above (with annotation of Title, RFP number and Date of Opening of Bids on the sealed cover) so as to reach at the designated place/ Tender box by the due date and time. Late tenders or bids dropped in the wrong Tender Box will be rendered invalid. No responsibility will be taken for delayed submission/ receipt of bid documents due to postal delay or any other reasons. Also, Bids sent by FAX or e-mail will not be considered in any case.
3. **Time and date for opening of Technical Bids:** At 1100 hrs on 12 Nov 24. (if due to any exigency, the due date for opening of 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:** Guard Room Main Gate, Air Force Station-I, Near Digjam Mill, Jamnagar – 361003 GUJARAT (Guard Room at Air Force Station Jamnagar) Only those Bids that are found in the appropriate tender box, by the due date and time, will be opened. Bids dropped in the wrong Tender Box or received after due date and time will be rendered invalid and will be rejected.
5. **Place of opening of the Bids:** Station Education Section, Air Force Station-I, Jamnagar – 361003 GUJARAT. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.
6. **Manner of submission of bids in Two Bid system:** The technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed. The technical bids will be opened and evaluated in the first instance. At the second stage, financial bids of only the technically acceptable offers would be opened for further evaluation and ranking before awarding the contract.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GSTIN number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office. All copies of RFP downloaded to be signed by vendor on each page and to be forwarded along with the Bid.
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 clarification sought not later than 07 (seven) days prior to the date of opening the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by the email followed by a signed confirmation copy in this regard to be sent by Post 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 the bid during this period will result in Bidder's forfeiture of bid security.

10. **Pre-Bid Conference:** A Pre-bid Conference will be held at **0930hrs** on **30 Oct 24** at the Air Force School, 33 Wing, Air Force Station - I, Digjam Mill Road, Jamnagar-361003 (Gujarat). **All prospective bidders must attend the Pre-Bid Conference Compulsorily.** Photos or brochure of the specified items mentioned in RFP is to be produced at time of Pre-Bid Conference.

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:** Late Bids, Quotations received with rates quoted for items other than mentioned in RFP, Receipt of conditional quotations, quotations submitted by blacklisted firms, Canvassing by the Bidder in any form, Non receipt of GSTIN Certificate, Non receipt of Acceptance Copy of RFP with bid, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD as applicable.

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 de-listed for the given range of items as mentioned in this RFP.

14. **Validity of Bids:** The Bids should remain valid till **120 days (one hundred twenty days)** in case of single bid RFP from the last date of submission of the bids.

15. **Earnest Money Deposit: -** Bidders are required to submit Earnest Money Deposit (EMD) of **03% of bid value along with their bids.** The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt (in favour of **OIC AIR FORCE SCHOOL JAMNAGAR**) authorized to conduct government business as per Form DPM-16. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g.DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender. Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 02 (two) years in the request for bids documents from being eligible to submit Bids for contract with the entity that invited the Bids.

PART II – ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

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

Sl. No.	Item	HSN CODE	Qty	Basic Rate	Add GST (%)	Net Amount	Total Amount
01	Supply and fix of 100mm Die CI Butterfly Valve Make: DRP, Kartar or Commercial Type As per IS Specification		05				
02	Supply and fix of 100mm Die CI Non-Return Valve Make: Valson or Commercial Type As per IS Specification		05				
03	Supply and fix of above ground MS "C" Class 100mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. Make: Asian or Commercial Type As per IS Specification.		400				
04	Supply and fix of above ground MS "C" Class 50mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. complete in all respect. Make: Asian or Commercial Type As per IS Specification.		100				
05	Supply and fix of above ground MS "C" Class 25mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. complete in all respect. Make: Asian or Commercial Type As per IS Specification.		500				
06	Supply and fix of 63 mm single outlet type Hydrant Valve Coupling complete in all respect. CI body hydrant valve (working part, stainless steel.) Make: Commercial Type As per IS Specification		30				
07	Supply and fix of 63mm Die Fire Hose Having 15 Meter Length Fitted with Necessary Coupling, Binding with GI Wire complete in all respect. Make: Commercial Type As per IS Specification.		30				
08	Supply and fix of 63mm Branch Pipe Complete In all respect. Make: Commercial Type As per IS Specification		30				
09	Supply and fix of CI Ball Valve Make Valson, DRP		30				
10	Supply and fix of M.S Single Door House Box to accommodate complete in all respect. Make: Commercial Type As per IS		30				

Certified that I have read and understood the terms and conditions specified on the page.
Signature and Stamp of the vendor

	Specification					
11	Supply and fix of 4way Fire Brigade Seamless Connection with Necessary Fitting Complete in all respect. Make: Commercial Type As per IS Specification.		04			
12	Supply and fix of Hose Reel Drum complete with 19mm Hose pipe of 30 Meter Length along with Shut off Nozzle. Compete in all respect. Make: Commercial Type As per IS Specification		30			
13	Supply and fix of 15 HP Open well Pump, Head 60mtr, RPM 2800, LPM 650 with all types of fitting, cabling, starter panel. Make: Commercial Type As per IS Specification		01			
14	Supply and fix of pendent Sprinkler 68 C		120			
15	Supply and fix of ABC 6 kg Fire Extinguisher Make, Safe Pro		60			
16	Supply and fix of Co2 6 kg Fire Extinguisher Make, Safe Pro		60			
17	Supply and fix of Clean Agent 6 kg Fire Extinguisher Make, Safe Pro		100			
18	Supply and installation of fire stair case 100 x 100 mm MS Pipe – 225 ft 750 x 40 x 6 mm MS Channel – 512 ft 50 x 25 mm MS Pipe – 1500 ft 40 x 40 x 6 mm MS Flat – 1200 ft PCC Civil work – 500 x 500 x 1000 mm Complete paint with red oxide and black colour		01			
19	Supplying of Fitting Material with complete Installation Charges					

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:-

Para RFP Specifications:	Specification of items required	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
(a)	100mm Die CI Butterfly Valve Make: DRP, Kartar or Commercial Type As per IS Specification		
(b)	100mm Die CI Non-Return Valve Make: Valson or Commercial Type As per IS Specification		
(c)	MS “C” Class 100mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. Make: Asian or Commercial Type As per IS		

	Specification.		
(d)	MS "C" Class 50mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. complete in all respect. Make: Asian or Commercial Type As per IS Specification.		
(e)	MS "C" Class 25mm Pipe bearing IS: 1239 ISI marked Pipe including with jointing flanges, clamps support etc. complete in all respect. Make: Asian or Commercial Type As per IS Specification.		
(f)	63 mm single outlet type Hydrant Valve Coupling complete in all respect. CI body hydrant valve (working part, stainless steel.) Make: Commercial Type As per IS Specification		
(g)	63mm Die Fire Hose Having 15 Meter Length Fitted with Necessary Coupling, Binding with GI Wire complete in all respect. Make: Commercial Type As per IS Specification.		
(h)	63mm Branch Pipe Complete In all respect. Make: Commercial Type As per IS Specification		
(j)	CI Ball Valve Make Valson, DRP		
(k)	M.S Single Door House Box to accommodate complete in all respect. Make: Commercial Type As per IS Specification		
(l)	4way Fire Brigade Seamless Connection with Necessary Fitting Complete in all respect. Make: Commercial Type As per IS Specification.		
(m)	Hose Reel Drum complete with 19mm Hose pipe of 30 Meter Length along with Shut off Nozzle. Complete in all respect. Make: Commercial Type As per IS Specification		
(n)	15 HP Open well Pump, Head 60mtr, RPM 2800, LPM 650 with all types of fitting, cabling, starter panel. Make: Commercial Type As per IS Specification		
(o)	fix of pendent Sprinkler 68 C		
(p)	ABC 6 kg Fire Extinguisher Make, Safe Pro		
(q)	Co2 6 kg Fire Extinguisher Make, Safe Pro		
(r)	Clean Agent 6 kg Fire Extinguisher Make, Safe Pro		
(s)	Supply and installation of fire stair case 100 x 100 mm MS Pipe – 225 ft 750 x 40 x 6 mm MS Channel – 512 ft 50 x 25 mm MS Pipe – 1500 ft 40 x 40 x 6 mm MS Flat – 1200 ft PCC Civil work – 500 x 500 x 1000 mm Complete paint with red oxide and black colour		

Note:

- (i) The rates for above mentioned requirements should be inclusive of cost of complete transportation and installation (with full functioning) including all civil works and labour charges borne by the vendor.
- (ii) Determination of L1, among the valid & eligible tenders, will be done on the basis of consolidated basic price said items
- (iii) All rubble / construction material to be cleared off site within 03 working days from date completion of work.
- (iv) General Order Supplier will not be considered.
- (v) At list 02 years of relevant work experience.
- (vi) Make in India product should be supply / installed.

2. **Delivery Period and Place:** Delivery period for **purchase and installation of Fire Fighting Systems and Fire Exit Stair Case** would be within **30 days** from the effective date of contract at the buyers place Air Force School, Air Force Station - I, Jamnagar – 361003 (Gujarat). Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **Terms of delivery:** The items as standard shall be dispatched to the consignee by the supplier/ contractor on his own arrangements in an appropriate transport to maintain items undamaged and fit for utilization.

4. **Consignee Details:**

Executive Director
Air Force School
Air Force Station – I
Jamnagar – 361003

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be

settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9. (Available on MoD website and can be provided on request).

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favor 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. **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.

6. **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 LABOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

7. **Non-disclosure of Contract document:** 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 Supplier'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 materials is causes not attributable to Force Majeure for more than 15 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 01 months 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 email 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, trademark 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 or 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:** The bidders are to quote basic price inclusive of all duties/ taxes. He should clearly indicate the rate of such duty/ tax and quantum of such duty/ tax included in the price. Failure to do so may result in ignoring such offers summarily.

15. **Goods and Services Tax:**

(a) **General**

- (i) Bidder must indicate separately the relevant GST 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.

(ii) If a Bidder is exempted from payment of GST up to any value of supplies from them, he should clearly state that no such GST 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 GST, 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.

(iii) Any changes in Goods and Services Tax levied by central/ state/ local governments such as CGST & SGST on the final product upward as a result of any statutory variation taking place within the contract period shall be allowed reimbursement by the buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64A of sales of goods act will be relevant in this situation.

(iv) Goods and Services Tax levied by central/ state/ local governments such as CGST & SGST on final product will be paid by the buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(v) Any change in any duty/ tax 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.

(b) 2% TAX (TDS) will be levied under GST for procurement of Goods and Services worth over Rs.2.5/- lakhs only. Further, Income Tax TDS will be deducted as per the provisions of Income Tax Act, 1961.

16. **Year of Production:** Supplies should be of the latest manufacture, conform to the current production standard and should have 100% of the defined life at the time of delivery.

17. **Inspection Authority:** Inspection authority for the items supplied by the vendor will be the Executive Director, Air Force School Jamnagar of this unit or any other officer duly authorized by the Air Officer Commanding, AF Stn Jamnagar. Inspection will be done at the place chosen by the buyer.

18. **Identification and packing Instruction:** The store shall be securely packed as per relevant clauses of the specification without any additional cost to avoid the loss/ damage during transit so as to reach the unit in perfect serviceable condition and fit for use.

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 Bank Guarantee:** Performance security deposit payable to the Purchaser is furnished by the Supplier in the form of a Performance Bank Guarantee (PBG) **(in favour of**

OIC AIR FORCE SCHOOL JAMNAGAR) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within **30 (thirty) days** from the date of contract. At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. Performance Security may be furnished in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable form safeguarding the Buyer's interest in all respects. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, performance security is payable by the supplier at **the rate of 5% (five percent) of the contract value**. PBG should remain valid should be for a period of **60 (sixty) days beyond** the date of completion of contractual obligations, including warranty. The BG is returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The format of the PBG is given in Form DPM-15.

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:** This contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items under the present contract within six months from the date of 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 10% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Warranty:** **Warranty period will be at least one year (onsite warranty) or the warranty period offered by the company whichever is higher from the date of purchase.** The contractor/ seller will submit a certificate declaring that the goods, stores, articles sold/ supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respect and shall be strictly in accordance order and will rectify any defects free of cost at this unit premises during warranty period.

6. **Terms of Payment:** 100% payment of Purchase and Installation Fire Fighting System and Fire Stair Case through NEFT/ RTGS within 30 days of receipt of full material as per the supply order subject to acceptance of items after inspection and remittance of performance guarantee, if applicable.

7. **Paying Authority:**

Executive Director
Air Force School
Air Force Station Jamnagar

8. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of

RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such up gradation/alterations.

9. **Earliest Acceptable Year of Manufacture:** Year 2024 or latest Manufacturing.

10. **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 inter changeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

11. **Inspection Authority:** The Inspection will be carried out by **Executive Director, Air Force School Jamnagar**. The mode of Inspection will be User Inspection.

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, both technically and commercially.
- (b) The Lowest Bid will be decided upon the lowest quoted by the firm in the particular item.
- (c) The buyer also reserves the right to do apportionment of the quantity if it is convinced that the lowest bidder is not in a position to supply quantity in stipulated time.
- (d) Any other criteria as applicable to suit a particular case.



(DV Tewari)
Wg Cdr
Executive Director
Air Force School
Jamnagar

