

APPENDIX 'E'

Telephone: 0288-2569500 Extn. 7238

33 Wing, AF
Air Force Station,
Jamnagar - 361003

33WG/2738/7/EDN BM-II dt 22 Jan 26


M/s.

REQUEST FOR PROPOSAL: FOR CONSTRUCTION OF INDOOR MULTI-PURPOSE SYNTHETIC COURT, FOOTBALL GROUND AND ATHLETICS TRACK WITH EPDM SURFACING AT AIR FORCE SCHOOL JAMNAGAR

Dear Sir/Madam,

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,


(Sanghmitra)
Squadron Leader
Executive Director
AF School Jamnagar

**REQUEST FOR PROPOSAL
PARTICULAR OF THE BUYER ISSUING THE RFP**

**REQUEST FOR PROPOSAL:
FOR CONSTRUCTION OF INDOOR MULTI-PURPOSE SYNTHETIC COURT, FOOTBALL
GROUND AND ATHLETICS TRACK WITH EPDM SURFACING AT 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:

2.1 Bids/ queries to be addressed to : **AOC, 33 Wing, Air Force Jamnagar**
Kind Attn: Executive Director
Air Force School Jamnagar - 361003

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

2.3 Name / designation/ Contact number of the contact personnel:
Squadron Leader Sanghmitra
Executive Director
Air Force School Jamnagar - 361003

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

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

3. This RFP is divided into five parts as follows:

3.1 **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.

3.2 **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.

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

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

3.5 **Part V** – Contains Evaluation Criteria and Format for Price Bids.

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

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 2359 hrs on 12 Feb 26.** 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 CONSTRUCTION OF INDOOR MULTI-PURPOSE SYNTHETIC COURT, FOOTBALL GROUND AND ATHLETICS TRACK WITH EPDM SURFACING AT 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 1000 hrs on 13 Feb 26.** (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 CFT 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:** The Pre-bid Conference will be held at **1100 hrs on 06 Feb 2026** at the Air Force School, 33 Wing, Air Force Station - I, Digjam Mill Road, Jamnagar-361003 (Gujarat). **All prospective bidders to attend the Pre-Bid Conference compulsorily otherwise tender will be rejected. Photos or browser/drawing 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 two bid System 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 of

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
1.1	Construction of Indoor Badminton Court (Full size appx 420 SQM with throw line of 15 feet)		01				
1.2	Development of Football Ground (162 SQM)		01				
1.3	Development of Sports Field and Athlete Track with EPDM surfacing (82 SQM with net height of 5ft)		01				

2. **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:-

SCHEDULE “A” SITE CLEARANCE AND EARTH WORK

SL. NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.1	Surface excavation not exc. 30 cm deep and averaging 15 cm deep and getting out in hard/dense soil complete all as specified and directed.	SQ M	800		
2.2	Rough excavation in depth not exceeding 1.8m deep and getting out in hard/dense soil complete all as specified and directed. Soil testing also to be carried out.	Cu m	90		
2.3	Plain cement concrete 1:6:12 with 40mm gauge stone ballast using mechanical mixture for base foundation column footing	Cu m	12		
2.4	Cold twisted deformed (Ribbed/ Tor Steel Bar/TMT) Bars Fe 500 grade as per IS 1786-2008, for R.C.C. works, where not including in the complete rate of RCC including bending and placing in position complete reinforcement steel work for Foundation and column.	MT	03		

2.5.	Shuttering for faces of concrete footing and column foundations, along with foundation beam.	SQ M	100		
2.6.	Cement concrete M-20 mechanical batched type concrete mixer as per IS :1791 and vibrated by needle vibrator but excluding steel reinforcement centring and shuttering in foundation column and plinth. Including back filling complete.	Cu m	20		
2.7.	First class burnt brick work laid in cement sand mortar 1:5 in for plinth level up to lift of 200-300mm from ground with 10-15mm plaster complete finish for plinth.	Cu m	15		
2.8.	Providing and applying Anti Termite Treatment using pre constructional chemical treatment measures as per IS – 6313 – 2001 (Part 2) & using chemical containing chlorpyrifos systemic insecticide diluted to manufacturer's specifications (i) In foundation pits, by treating the bottom & sides up to height of 300mm by uniformly spraying solution @5 Liter/SQM (ii) In the refill earth built up walls @7.5 consolidated earth within the outer @5 Liter solution per sqm	SQ M	770		
2.9.	Earth filling with good quality earth obtained from out-side up to the plinth level including compaction with mechanical means, loading, unloading, spreading, laying watering compacting with rammer complete.	Cu m	300		

SCHEDULE "B" FLOOR WORK

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.10	Base Course of floor consisting of 100mm thick plain cement concrete 1:8:16 and 100mm sand filling using mechanical mixture for mixing material.	Cum	80		
2.11	Providing one coats of bitumen painting laid cold @1.65 kg as per sqm covering the entire surface	SQM	770		
2.12	Providing and laying Kota/local stone floor tiles 600x600mm size (Tile to be laid with 2mm to 3mm gap using spacers and later this gap to be filled with water proof cement-based grout.	SQM	770		

SCHEDULE "C" - SUPER STRUCTURE

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.13	Super Structure in prefabricated steel fixed with nut n bolt system with base plate over the column foundation fixing of colored profile sheet on roof with 72 thickness profile sheets, fixing of 4 Nos air circulating turbine on roof complete finish with fixing and erection.	SQM	800		
2.14	Providing and fixing Exterior Aluminum Alloy Profile Panels Section Type B/ Type C / Type A in combination with Length being 2/3 MTR X 0.2 MTR of weight being 11.6kgs/m2	SQM	555		
2.15	Internal cladding in polystyrene backed light weight stone finish 10mm thick panels imported substituted up to the height of 3mtr and colored compressed cement fiber board from 3mrs to top of height of 7.3 mts covering the entire height of the hall on 2 sides. The front and back side to be covered from bottom up to the height of 1.2mtr with cement fibre sheet colored and 1.2mtr to 3mrs with aluminum sliding windows across the entire width and from 3mrs to top of the hall with compressed fiber sheet fixed with POP "T" profile framing of size 600mm x 600mm	SQM	555		
2.16	Complete Electrical fitting with as per required Switch Box flood lighting fixing at two ends of the hall with 9 Nos LED flood lights complete with all internal concealed wiring in PVC pipe.	Nos	09		

SCHEDULE "D" SPORTS SURFACE FLOOR FINISH

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.17	Finishing the floor of the hall by laying of 4.5 vinyl rubber mat IBW certified and underlayment of foam sheet of 2mm thick	SQM	770		

SCHEDULE "E" ACCESSORIES

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.18	Accessories	SET	04		
2.19	Supplying of 4 set of Movable badminton Post with nets and Basketball Hanging Board and Volleyball post with net and underground sleeve 2 sets	SET	04		

SCHEDULE "F" ELECTRIC WORK

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.20	Flood-lighting of the entire ground with 36" High 6" MS base pole and 5" top MS pole with each pole having frame structure for fixing 200 watt 9 LED flood lights on each complete with wiring and fixtures upto the main supply line with DP provided within the ground at nearest point. The main supply line will not be in the scope of work. All wiring from the main DP to the each pole laid underground below 1' from the finish surface of the ground concealed in PVC pipe.	NOS	36		

DEVELOPING OF SPORTS FIELD AND ATHLETIC TRACK

SL NO.	DESCRIPTION	QTY (Sq Mtr)	UNIT	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
2.20	Football Ground Development with natural Turf of size 90*65=5850 SQM complete with providing supplying levelling and compacting of Garden Soil with lift of 200mm from the existing ground level and lying of natural sports grass sprinkler System	SQM	5850		
2.21	Development of Athletic Track of 6 lane by 400mtr length and a 100mtr dash 6 lane Track merging in the 400mtr track with SBR base and EPDM top finish of thickness 12mm	SQM	3300		
2.22	Base work for Athletic Track with Asphalt finish with Sub-base consisting of WMM, SDPC, BM and AC layer of thickness 200mm well compacted surface with edge wall and drainage system	SQM	3300		
2.23	Flood-lighting of the entire ground with 36" High 6" MS base pole and 5" top MS pole with each pole having frame structure for fixing 200 watt 9 LED flood lights on each complete with wiring and fixtures upto the main supply line with DP provided within the ground at nearest point. The main supply line will not be in the scope of work. All wiring from the main DP to the each pole laid underground below 1' from the finish surface of the ground concealed in PVC pipe.	NOS	36		
2.24	Quotation and Price validity minimum 120 Days.				
2.25	Payment Terms within 30 days after supply, installation with full functioning of work.				

Note:

2.2.1 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.

2.2.2 Determination of L1, among the valid & eligible tenders, will be done on the basis of consolidated basic price for said items.

2.2.3 Annual turnover of the firm applying should be 10 crore & above (certificate to be attached with bid).

2.2.4 RFP will be uploaded on School's website. Full details available on School's website.

2.2.5 Experience in any Air Force Establishment will be given priority.

3. **Delivery/Construction Period and Place:** Delivery/construction period for supply of items would be **180 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.

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

5. **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

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 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. **Risk & Expense clause:**

7.1 Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective is made in respect of the stores or any instalments 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 the extent of such default

7.2 Should the stores or any instalment thereof not perform in accordance with the specifications/parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other

remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

7.3 In case of a material breach that was not remedied within 45 days. The BUYER shall having given the right of first refusal to the SELLER be at liberty to purchase. Manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

7.3.1 Such default

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

7.4 Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed the value of the contract."

8. Force Majeure clause.

8.1 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, Earthquake and other acts of god as well as war, military operation, blockage, acts or actions of state authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

8.2 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.

8.3 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written from 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.

9. **Quality Assurance.** The item should be the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

10. **Inspection Authority:** The inspection will be carried out by OIC Air Force School/rep as decided by the buyer. The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection / Self-certification. The items not found as per supply order will be rejected.

11. **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.

12. **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.

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

13.1 The delivery of the materials is caused not attributable to Force Majeure for more than 15 days after the scheduled date of delivery.

13.2 The Seller is declared bankrupt or becomes insolvent.

13.3 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.

13.4 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.

13.5 As per decision of the Arbitration Tribunal.

14. 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

15. 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.

16. 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.

17. 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.

18. 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.

19. Goods and Services Tax:

18.1 General

18.1.1 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.

18.1.2 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.

18.1.3 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.

18.1.4 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.

18.1.5 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.

18.2 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.

20. **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 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 for a period of **60 (sixty) days beyond** the date of completion of contractual obligations, including warranty. This obviates the need to obtain a fresh WBG (Warranty Bank Guarantee) from the Seller on commencement of the warranty period, with corresponding return of the Performance Guarantee. If the total Delivery period (DP) and the Warranty period exceeds a period of two years, the CFA may take a decision at the beginning of the contract period, as to whether a separate WBG may be taken upon completion of supplies. In such cases, fresh WBG may be submitted by the Seller within 45 days from the date of return of the PBG. Final payment to the Seller shall be made only on receipt of fresh WBG. This option of separate WBG may be exercised only when the balance payment due, to the Seller, is greater than or equal to the value of the PBG. The PBG 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 PBG 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 five years (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 for construction of indoor multi-purpose synthetic court, football ground and athletics track with EPDM surfacing at air force school Jamnagar 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 2026 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

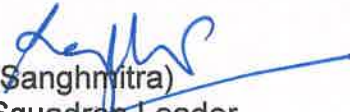
1. **Evaluation Criteria** – The broad guidelines for evaluation of Bids will be as follows:

1.1 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.

1.2 The Lowest Bid will be decided upon the lowest quoted by the firm in the particular item.

1.3 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.

1.4 Any other criteria as applicable to suit a particular case.


(Sanghmitra)
Squadron Leader
Executive Director
Air Force School
Jamnagar