

Air Force Golden Jubilee Institute Subroto Park, New Delhi - 110010 Tele : 011-25692819 Fax: 011-25691957 Website: www.afgji.in email: afgjisp@gmail.com

RUNNING SCHOOL WELFARE CENTRE (BOOK SHOP)

AT

AIR FORCE GOLDEN JUBILEE INSTITUTE SUBROTO PARK, NEW DELHI - 110010

DATE OF ISSUE OF TENDER FORM	:	03 MAY 2024
LAST DATE FOR SUBMISSION OF TENDER	:	17 MAY 2024 (Till 1130 hrs)
TENDER OPENING DATE / TIME	:	17 MAY 2024 (1200 hrs)

QUOTES ARE NOT TO BE SENT THROUGH FAX/ONLINE BUT ONLY IN SEALED ENVELOPES IN HARD COPIES

AIR FORCE GOLDEN JUBILEE INSTITUTE, SUBROTO PARK, NEW DELHI-110010

Tele: 011-25692819

AFGJI Subroto Park, New Delhi – 110010

AFGJI/36/ADM

03 May 24

REQUEST FOR PROPOSAL

PROVISION OF TENDERING FOR RUNNING SCHOOL WELFARE CENTRE (BOOK SHOP) RFP No. AFGJI/24-25/002/ADM(Service) DATED: 03 MAY 24

1. This institute invites bids in sealed cover **PROVISION FOR RUNNING SCHOOL WELFARE CENTRE (BOOK SHOP) for the period 01 Jul 24 to 30 Jun 25** as mentioned in Part II of this RFP. Please superscribe the above mentioned Title, date of opening of the bids on the sealed cover to avoid the Bid being declared invalid.

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

(a) Bids/queries to be addressed to(b) Postal address for sending the Bids	 Principal, AFGJI Air Force Golden Jubilee Institute, Subroto Park, New Delhi - 110010
 (c) Name/designation of the contact personnel (d) Telephone numbers of the contact personnel (e) Email (f) School Website 	 Administrative Officer, AFGJI 011-25692819 afgjisp@gmail.com www.afgji.in

3. PLEASE SUPERSCRIBE TENDER ENQUIRY NO, YOUR FIRM'S NAME, ADDRESS AND DATE OF TENDER OPENING ON SEALED COVER, SO AS TO AVOID THE BID BEING DECLARED UNSOLICITED.

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

5. This RFP is divided into Five Parts as follows:

(a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** - Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical 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.

6. 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.

7. The vendors may visit the school for viewing the school building on any school working day between 0900 hrs. and 1400 hrs. before submission of bid.

(Poonam S Rampal) Principal

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids: 17 May 24 by 1130 hrs

The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. <u>Manner of Depositing the Bids</u> Sealed Bids should be either dropped in the Tender Boxmarked as "**PROVISION FOR RUNNING SCHOOL WELFARE CENTRE (BOOK SHOP)**" or sent by registered post at the address given in para 2 of RFP 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. <u>Bids sent by FAX or e-mail will not be</u> <u>considered.</u>

3. <u>Time and date for opening of Bids:</u> 17 May 24 at 1200 hrs

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the School).

4. <u>Location of the Tender Box</u> The tender box will be located at AIR FORCE GOLDEN JUBILEE INSTITUTE. 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. <u>Place of Opening of the Bids</u> The bids will be opened in the Administrative Officer office, AIR FORCE GOLDEN JUBILEE INSTITUTE, SUBROTO PARK, NEW DELHI. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important Financial/Technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. The opening of bidding/tender form will not be postponed due to non-presence of representative.

6. <u>Eligibility/Pre-Qualification Criteria.</u> The bidder must satisfy all conditions given below:

(a) The Bidder should have experience of minimum 03 (three) years for running welfare centre (Book Shop) in an educational institution.

(b) The bidder should have valid registration for GST.

(c) The bidder should not have been debarred / blacklisted by any Government/ Quasi-Government / Public Sector Undertaking / Deference Establishment / Police Department in India.

7. **<u>Single-Bid system</u>**. Being Single bid system, the Bid would be opened at the time and date mentioned above.

8. **Forwarding of Bids**. Bids should be forwarded by Bidders under their original memo / letter pad furnishing details like GST number, Bank address with NEFT/RTGS Account, if applicable, etc. and complete postal & e-mail address of their office. They should also submit price bid Proforma as per the RFP, duly completed along with their bids. Bid should be forwarded in a single envelope containing separate envelopes for Bid and EMD.

9. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the School well in time in writing about the clarification sought not later than 07 days prior to the date of opening of the bids. Copies of the query and clarification by the bidder will be sent to all prospective bidders who have received the bidding documents.

10. <u>Modification and Withdrawal of Bids</u>. A bidder may withdraw his bid after submission provided that the written notice of withdrawal is received by the School prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax/email 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 and expiration of the period of bid validity specified. Withdrawal of a bid during this period will resultin Bidder's forfeiture of bid security.

11. <u>Clarification Regarding Contents of the Bids</u>. During evaluation and comparison of bids, the School 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. **<u>Rejection of Bids</u>**. Canvassing by the Bidder in any form, unsolicited letter and posttender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

13. <u>Unwillingness to Quote</u>. 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. <u>Validity of Bids</u>. The Bids should remain valid until 180 days from the last date of submission of the Bids.

15. **Instructions to Bidders for filling up the Bids / Quotations**. The bidders shall be at liberty to visit, survey and study the area / site and assess / understand the quantum of work before placing his bid for the Supply / Work Order. The bidders are advised to follow the following points so as to ensure non-rejection of Bids due to errors generally committed while filling the Bids: -

(a) Bidders are to submit Bid and EMD in separate sealed envelopes, duly superscripted, wherein they should also super scribe the respective firm's name. All these envelopes should be sealed in a single large envelope duly super scribed with the RFP Title, RFP No. and date of opening of bids and the name of firm.

(b) All the clauses/columns of Bid are to be filled and the RFP should be submitted duly sealed and signed on all pages. The Bidders are to authenticate eachpage of the RFP with signature and seal of firm before submission.

(c) The Bid should not contain or indicate any conditional offer. Also, separate letters suggesting changes in rates quoted on the letter head or the quotation form, whether upward or downward, will not be accepted after opening the bids as per scheduled time and date and also may lead to rejection of bid.

(d) Price Rate Proforma as annexed at Appendix 'C' to this RFP is to be filled completelyin all respects.

(e) No over writing is allowed in the rates quoted in Bids. However, if the rate is to be amended, the old rate is to be encircled and new rate quoted separately and duly authenticated by the bidder.

(f) In Bid the rates are to be quoted in words as well as in figures. In case of any ambiguity/discrepancy, the rates quoted in words shall be considered as final.

(h) The Bid should mandatorily be signed by authorised person and duly stamped with Firm's rubber seal. Failure to comply with this provision shall result in rejection of

the Bid.

(i) Model ECS Mandate Format (Form DPM-11, Available in MoD website and can be provided on request) is to be filled.

(j) The supporting documentary proofs is to be submitted along with the bids in respect of past performance statements/completion report/Annual Turnover/experience certificate etc. as required vide Para 2 of this RFP or any other details as required in this RFP.

(k) Pre-receipted Challan/letter for release of EMD to be filled and attached along with Price Bid.

16. **Discrepancy in quoted price:** If there is a discrepancy between unit price and the total price, the unit price shall prevail. If there is a discrepancy between words and figures, the amount in words shall prevail. If a supplier does not accept the correction of the errors, his bid should be rejected and the bid security may be forfeited.

17 <u>**Trivial errors:**</u> Trivial errors such as omission to (i) enter the rates in words, (ii) initial any alteration in rates or (iii) sign both the tender and the schedules(s) may be corrected, initialed and dated both by the officers opening the tenders and signed and dated by subsequently by the tenderer.

18. Annual Maintenance Charge amount is to be deposited as per following schedule failing which a penalty @ 18% penal interest per annum will be charged for the default period. Failure to deposit rebate within 02 months will debar him from any future contract. If, the contractor fails to start his business or discontinues without notice of one month, his security will be forfeited and contract will be treated as cancelled. If any contractor wants to abandon the business he has to give one month's notice to the school along with remaining balance of rebate as per the contract.

19 Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only) in favor of "AIR FORCE GOLDEN **JUBILEE INSTITUTE**" along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of 90 days. 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 Supply / Work Order. The Bid Security of the successful bidder would be returned, without any interest whatsoever only after the completion of the project. EMD is not required from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase Organization or the concerned Ministries or Department or Startups as recognized by Department of Industrial Policy and Promotion (DIPP) on production of valid registration certificate. 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.

20. Allocation of tender & decision of L-1 bidder will be based on following criteria:

(a) First Preference: Lowest in average rate of all items (L-1) and Highest bidder in Annual Maintenance Charges (AMC) (H-1).

(b) Second Preference: In case two separate vendors figure on both categories then lowest in average rates (L-1) and H-2 / H-3 / H-4 or further may be awarded the contract.

PART II - ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED

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

PRICE BID PROFORMA FOR RUNNING OF SCHOOL WELFARE CENTRE (BOOK SHOP) AT AFGJI (01 JUL 24 TO 30 JUN 25)

SI. No.	Description of Items	No. of Pages	Discount	
1	NCERT Books	Each	No	
2	Text Books of Private Publishers	Each	10%	
3	Reference Books (Optional)	Each	10%	
SI. No.	Description of Items	No. of Pages	Size of Pages	Quatity of Paper
4	Four Line Practical Copes/Normal also	64	24 cms x 18.5 cms	
5	Double Line Practical Copies/Normal also			
6	Broad Line Practical Copes/Normal also	64	24 cms x 18.5 cms	
7	Medium Square Practical Copies	64	24 cms x 18.5 cms	
8	Small Square Practical Copies	64	24 cms x 18.5 cms	
9	Interleaf Geometry	64	24 cms x 18.5 cms	
10	Single Line Test Copy	32	24 cms x 18.5 cms	60 GSM Paper
11	Single Line	64	24 cms x 18.5 cms	
12	Single Line	96	24 cms x 18.5 cms	
13	Register (Single Line)	112	30.5 cms x 18.5 cms	
14	Register (Single Line)	192	30.5 cms x 18.5 cms	
15	Register (Single Line)	240	30.5 cms x 18.5 cms	
16	Register (Single Line)	288	30.5 cms x 18.5 cms	
17	Printed brown cover for Note Books (Laminated)	Each	75cms x 40 cms	
18	Printed brown cover for Note Books	Each	75cms x 40 cms	
19	Practical Copies	192	28 cms x 22 cms	Classmate
20	Practical Copies Physics/ Chemistry/ Biology (Standard Size)	128	28 cms x 22 cms	Classmate
21	Drawing Note Book Small	64	26.5 cms x 21.5 cms	Cartridge Sheet

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22	Dissection Set	Each		
23	Colour Box (Crayons/pencils)	Each	Camel/Doms/Natraj	
24	Geometry Box	Each	Camlin/Doms/Natraj	
25	Colour Tubes	Each	Camlin/Doms/Natraj	
26	Pencils	Each	Camlin/Doms/Natraj	
27	Plastic Binding	Each	Small Size	
28	Plastic Binding	Each	Medium/Large	
29	All other stationery items:	Each		
	(a) A4 size paper (Photocopy paper)	A4 Ream	Century/JK Copier	
	(b) Chart Paper			
	(c) Poster Paper			
	(d) Glace Paper			
30	Plastic cover sheet Note Book Size	Each	23 cms x 36 cms	
31	Practical File (Bio cover)	Each	28 cms x 22 cms	
32	Practical File (Geography)	Each	28 cms x 22 cms	16/Small
33	Name sticker	Each		
34	Drawing Sheet Packet (Size & quality of paper)	24 Sheets	10.75 x 8.25 (Neelgagan/Delta)	140 GSM
35	Pencil Box(With School Logo)		Camlin/Doms/Natraj	
36	File Cover with school logo for A4 size paper			

2. <u>**Delivery Period**</u> — The welfare centre should start within 10 days from the effective date of signing of contract. Please note that Work Order can be cancelled unilaterally by the School in case the shop is not opening within the stipulated time.

3. Incoterms for Delivery and Transportation – N/A.

4. **Consignee Details** - Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010.

PART III - STANDARD CONDITIONS OF RFP

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

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

2. <u>Effective Date of the Contract:</u> 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. <u>Arbitration</u>: Any dispute or difference of opinion arising in respect of either interpretation, effect, or application of the condition or of the amount of damages, recoverable by the school, the matter will be referred to Chairman, Managing Committee who in such matter and on such evidence or information, as he may think fit, give his decision and that shall be final and binding on both the parties.

4. Penalty for use of Undue influence: The Bidder 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 School 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 dis-favour 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 Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 School to cancel the contract and all or any other contract with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the School or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the School or to any other person in a position to influence any officer/employee of the School for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the School 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 School.

5. <u>Agents / Agency Commission</u>: The Bidders confirms and declares to the School that the Bidder 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 Bidder; 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 Bidder agrees that if it is established at any time to the satisfaction of the School that the present declaration is in any way incorrect or if at a later stage it is discovered by the School that the Bidder 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 Bidder will be liable to refund that amount to the School. The Bidder will also be debarred from entering into any contract with the Government of India for a minimum period of 05 (five) years. The School will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the School in terms of the contract along with interest at the rate of 2% per annum above Labour rate. The School will also have the right to recover any such amount from any contract concluded earlier with the Government of India.

6. <u>Access to Books of Accounts</u>: In case it is found to the satisfaction of the School that the Bidder 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 Bidder, on a specific request of the School, shall provide necessary information/ inspection of the relevant financial documents/information.

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

8. <u>Liquidation Damages</u>: The Contractor shall make good all damage/loss which may be caused by any act or default of the contractor, his agents, or servants to any school property with the option to have damage or loss otherwise made good by charging the contractor with the expenses. Maintenance of the School Welfare Centre (Book Shop) will be the responsibility of the contractor and no compensation will be paid for any alteration/addition made in the shop, with the permission of the Principal for which no claim will be entertained.

9. <u>**Termination of Contract**</u>: The School shall have the right to terminate this contract in part or in full in any of the following cases: -

(a) The Contractor is adjudged bankrupt or his business property is attached in execution of any order or directions issued by court or any other authority or there is any change in the constitution of the contractor.

(b) Breach, non compliance or violation of any term or condition of this contract.

(c) In case more than three complaints raised by the School authority in writing, than the contract is liable to be terminate by giving one month notice.

(d) The supply or services of the contractor are unsatisfactory, despite warning given by the school. Principal of the school shall be the final authority to decide as to whether the supply and services of the contractor are satisfactory or not and such decision of the Principal shall be final.

(e) Without prejudice to the above termination clause, either party may terminate this contract by giving three month notice in writing to the other party. In case the school terminates the contract under this clause, proportionate sum for the unexpired period if already deposited will be refunded. If the contractor fails to give three month notice, he shall pay a compensation of Rs. 20,000/- per month for the shortfall in notice period.

(f) The supply & installation of the material is delayed for causes not attributable to Force Majeure for more than (7 days) after the scheduled date of starting of the work.

(g) The Bidder is declared bankrupt or becomes insolvent.

(g) The delivery of material is delayed due to causes of Force Majeure by more than (months) provided Force Majeure clause is included in contract.

(h) The School has noticed that the Bidder has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(i) As per decision of the Arbitration appointed vide Para 3 (c) of Part III, above.

(j) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practices.

(k) When the both parties mutually agree to terminate the contract.

(I) Any special circumstances, which must be recorded to justify the cancellation or termination of a contract.

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. **<u>Transfer and Sub-letting</u>**. The Bidder 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 bidder shall indemnify the school 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 Bidder 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 above.

13. <u>Amendments</u>: 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. The copy of Comprehensive Insurance Cover for the items sold at Book shop premises are to be done and submitted to the Principal of AFGJI within 15 days of award of contract / Agreement.

15. <u>Payment of electricity and water charges</u>: Electricity and water provided by the school for the premises used for book shop is borne and payable by the contractor on the basis of bill as received from time to time from MES and reimbursed to the school.

16. The successful bidder have to deposit a **Security Deposit** @ **Rs.30,000/-** along with the maintenance charges before signing of the Contract against Electricity charges. This deposit will not bear any interest and shall be refunded on termination of contract after adjusting dues, if any.

17. The maintenance charges is to be paid @ 100% annually in one go immediately after signing of the contract.

18. Taxes and Duties:

(a) General

(i) If Bidder desires to ask for excise duty or Sales Tax / GST extra, 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.

(b) <u>GST</u>

(i) If it is desired by the Bidder to ask for GST as applicable is 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 and no liability of GST will be developed upon the School.

(ii) On the Bids quoting GST extra, the rate and the nature of GST applicable at the time of supply should be shown separately. GST as applicable will be paid to the Bidder 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 and the same is payable as per the terms of the contract.

19. Pre-Integrity Pact Clause: N/A

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. Bidder in the Contract) as selected by the School. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorised to conduct government business for a sum equal to 05% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The PBG will be subject to encashment by the buyer, in case the conditions regarding adherence to the delivery scheduled, settlement of claims and other provisions of the supply order are not fulfilled by the seller. Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit receipt from a commercial bank, Bank Guarantee (including e-Bank Guarantee) from a commercial bank or online payment in an acceptable form.

- 2. <u>Tolerance Clause</u> N/A.
- 3. Payment Terms for Indigenous Bidders N/A
- 4. Payment terms for Foreign Bidders N/A
- 5. **Advance Payments**: No advance payment(s) will be made.
- 6. Paving Authority: N/A
 - (a) Foreign Bidders N/A

7. Force Majeure Clause

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present Supply/ Work Order/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 Supply/ Work Order/Contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present Supply/ Work Order/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 Supply/ Work Order/ 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 Supply/

Work Order/ 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.

8. **Buy-Back Offer** – N/A

9. **Quality** - The quality of the stores delivered according to the present Supply/ Work Order/ contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Bidder's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the School. Such modifications will be mutually agreed to. The Bidder confirms that the stores to be supplied under this Supply/ Work Order/ contract shall be new i.e. not manufactured before (Year of Supply/ Work Order/ 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 Bidder in the past if any. The Bidder 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.

10. <u>Inspection Authority</u> – The inspection will be carried out by the school / school management or any other officer on his behalf.

11. Annual Maintenance Contract (AMC) Clause – N/A

12. **Price Variation (PV) Clause** — The following PV clause will form part of the Supply/ Work Order/ contract placed on successful Bidder (Note - DGS&D Manual provides Standardized Price Variation Clauses. Any of those clauses could be considered for inclusion).

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 financially.

(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 taxes and duties in evaluation process will be as follows:

(i) In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the School would be the decidingfactor for ranking of Bids.

(ii) Only Delhi NCR based agencies are eligible.

2. <u>Risk and Expense Purchase</u>

(a) Risk & Expense Purchase: Risk and expense purchase clause may be included in the RFP and the contract, if considered necessary. Risk and Expense purchase is undertaken by the purchaser in the event of the supplier failing to honour the contracted obligations within the stipulated period and where extension of delivery period is not approved. While initiating risk purchase at the cost and expense of the supplier, the purchaser must satisfy himself that the supplier has failed to deliver and has been given adequate and proper notice to discharge his obligations. Whenever risk purchase is resorted to, the supplier is liable to pay the additional amount spent by the Government, if any, in procuring the said contracted goods/ services through a fresh contract, i.e. the defaulting supplier has to bear the excess cost incurred as compared with the amount contracted with him. Factors like method of recovering such amount should also be considered while taking a decision to invoke the provision for risk purchase. A Standard Risk & Expense Purchase clause is given in Part-IV of Appendix C of DPM-2009.

(b) Risk and Expense purchase clause not mandatory: Risk purchase at the cost and expense of the supplier may not always be a practical proposition as it may not be feasible to enforce recovery without legal action. This clause is rarely invoked in case of import contracts for this reason. In such cases where the item is of proprietary nature or there is only one qualified firm to supply the items and there is a remote possibility of procuring the same item from an alternative source, it will be essential that instead of having risk and cost clause in the contract, the contract should have performance guarantee clause to cover any such default.

(c) Alternative remedies to Risk & Expense Purchase Clause: In case of foreign contracts, risk and expense clause is generally not applicable. The other remedies available to the purchaser in the absence of the Risk and Expense Clause are as follows:

(i) Deduct the quantitative cost of discrepancy from any of the outstanding payments of the supplier.

(ii) Avoid issue of further RFP's to the firm till resolution of the discrepancy.

(iii) Bring up the issue of discrepancy in all meetings with the representative of supplier.

(iv) Provide for adequate Bank Guarantee to cover such risks.

(v) In case of foreign contracts, finally approach the Government of the Supplier's country through the Ministry of Defence, if needed.

3. The bidder must be registered in Delhi with the following satisfactory authorities and mustalso furnish attested copies of supporting documents: -

(a) Employees State Insurance corporation, Income Tax & GST.

(b) Any other registration / licenses which are mandatory for such agencies stipulated by concerned authorities from time to time.

4. **Price Bid Format**: The Price Bid Format is given at Appendix 'C' and Bidders are required to fill this up correctly with full details.

APPENDIX 'A'

DECLARATION

1. I, _____Son/Daughter of Shri______ Proprietor / Partner Director / Authorized Signatory of ______ is / am competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Authorized Person

Date:

Company's Seal:

Full Name:

N.B.: The above declaration, duly signed and sealed by the authorised signatory of the company, should be enclosed with tender.

Place:

AIR FORCE GOLDEN JUBILEE INSTITUTE SUBROTO PARK, NEW DELHI -110010

Appendix - "B"

PRICE BID

MAINTENANCE CHARGES

FOR 01 JUL 24 TO 30 JUN 25

I / We undertake to pay maintenance charges for the running School Welfare Centre (Book Shop) as amount given below:-

RUNNING SCHOOL WELFARE CENTRE	AMOUNT
(BOOK SHOP)	PER YEAR
A) For the period (01 Jul 24 to 30 Jun 25)	` (In words:

Date:

Signature of contactor

Seal:

AIR FORCE GOLDEN JUBILEE INSTITUTE SUBROTO PARK, NEW DELHI -110010

Appendix – "C"

PRICE BID PROFORMA FOR RUNNING OF SCHOOL WELFARE CENTRE (BOOK SHOP) AT AFGJI (01 JUL 24 TO 30 JUN 25)

SI. No.	Description of Items	No. of Pages	Discount		* Rate
1	NCERT Books	Each	No		
2	Text Books of Private Publishers	Each	10%		
3	Reference Books (Optional)	Each	10%		
SI. No.	Description of Items	No. of Pages	Size of Pages	Quatity of Paper	
4	Four Line Practical Copes/Normal also	64	24 cms x 18.5 cms		
5	Double Line Practical Copies/Normal also	64	24 cms x 18.5 cms		
6	Broad Line Practical Copes/Normal also	64	24 cms x 18.5 cms		
7	Medium Square Practical Copies	64	24 cms x 18.5 cms		
8	Small Square Practical Copies	64	24 cms x 18.5 cms		
9	Interleaf Geometry	64	24 cms x 18.5 cms		
10	Single Line Test Copy	32	24 cms x 18.5 cms	60 GSM Paper	
11	Single Line	64	24 cms x 18.5 cms		
12	Single Line	96	24 cms x 18.5 cms		
13	Register (Single Line)	112	30.5 cms x 18.5 cms		
14	Register (Single Line)	192	30.5 cms x 18.5 cms		
15	Register (Single Line)	240	30.5 cms x 18.5 cms		
16	Register (Single Line)	288	30.5 cms x 18.5 cms		
17	Printed brown cover for Note Books (Laminated)	Each	75cms x 40 cms		
18	Printed brown cover for Note Books	Each	75cms x 40 cms		
19	Practical Copies	192	28 cms x 22 cms	Classmate	
20	Practical Copies Physics/ Chemistry/ Biology (Standard Size)	128	28 cms x 22 cms	Classmate	
21	Drawing Note Book Small	64	26.5 cms x 21.5 cms	Cartridge Sheet	

22	Dissection Set	Each			
23	Colour Box (Crayons/pencils)	Each	Camel/Doms/Natraj		
24	Geometry Box	Each	Camlin/Doms/Natraj		
25	Colour Tubes	Each	Camlin/Doms/Natraj		
26	Pencils	Each	Camlin/Doms/Natraj		
27	Plastic Binding Small Size	Each	Small Size		
28	Plastic Binding Medium/Large	Each	Medium/Large		
29	All other stationery items:	Each			
	(a) A4 size paper (Photocopy paper)	A4 Ream	Century/JK Copier		
	(b) Chart Paper				
	(c) Poster Paper				
	(d) Glace Paper				
30	Plastic cover sheet Note Book Size	Each	23 cms x 36 cms		
31	Practical File (Bio cover)	Each	28 cms x 22 cms		
32	Practical File (Geography)	Each	28 cms x 22 cms	16/Small	
33	Name sticker	Each			
34	Drawing Sheet Packet (Size & quality of paper)	24 Sheets	10.75 x 8.25 (Neelgagan/Delta)	140 GSM	
35	Pencil Box(With School Logo)				
36	File Cover with school logo for A4 size paper				

* Above rate should be inclusive of GST/Other charges.

Date:

Signature of contactor

Seal: