



Air Force Golden Jubilee Institute
Subroto Park, New Delhi - 110010

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ROOF TREATMENT OF BUILDING IN SENIOR WING

AT

AIR FORCE GOLDEN JUBILEE INSTITUTE **SUBROTO PARK, NEW DELHI – 110010**

DATE OF ISSUE OF TENDER FORM : 21 MAY 2024

LAST DATE FOR SUBMISSION OF TENDER : 03 JUN 2024 (TILL 1100 HRS)

TENDER OPENING DATE / TIME : 03 JUN 2024 (1130 hrs)

TENDER NOTICE AND SCHEDULE OF EVENTS

1. Sealed Bids are hereby invited under single bid system from reputed and experienced firms/contractors/agency possessing valid licenses and are in the business of catering/cafeteria for running school welfare centre at Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010.

Name of the work/contract	Roof Treatment of building in Senior Wing
EMD amount to be deposited	Rs. 1,00,000 (Rupees One Lakh Only)
Downloading of Tender Document from School's website wef	21 May 2024
Last date for submission of tender form	03 Jun 2024 at 1100 hrs in the office of Admin Officer, AFGJI, Subroto Park, New Delhi-110010
Postal Address for correspondence / sending bids	Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110010
Opening of Tender	03 Jun 2024 at 1130 hrs in the office of Admin Officer, AFGJI, Subroto Park, New Delhi-110010
Contact Person (for any clarifications)	Principal, AFGJI Tel No.: 011-25692819 (0900 hrs to 1400 hrs)

2. AFGJI may issue addendum(s)/corrigendum(s) to the tender documents through the school's website. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of tenders.

TENDER
INVITATION OF BIDS FOR
ROOF TREATMENT OF BUILDING IN SENIOR WING
AT

AIR FORCE GOLDEN JUBILEE INSTITUTE, SUBROTO PARK, NEW DELHI -10

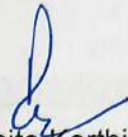
(Request for Proposal (RFP) No. AFGJI/24-25/002/WKS Dated 21 May 24)

1. Commercial Bids in sealed cover are invited from interested Vendors for **“ROOF TREATMENT OF BUILDING IN SENIOR WING” of Air Force Golden Jubilee Institute, Subroto Park, New Delhi**. Please subscribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding RFP are as detailed below: -

(a)	Bids / Queries to be addressed to	Principal, Air Force Golden Jubilee Institute, Subroto Park, New Delhi, Pin Code - 110 010
(b)	Postal Address for Correspondence / Sending Bids	Air Force Golden Jubilee Institute, Subroto Park, New Delhi – 110 010
(c)	Name/designation of the Contact personnel	Principal, Air Force Golden Jubilee Institute (AFGJI)
(d)	Telephone numbers / E-mail of the contact person	Tel No: 25692819 (0900 h to 1400 h) afgjisp@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 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.

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.


(Ruchita Karthikeyan)
Sqn Ldr (Retd.)
Admin Officer
For Principal

PART - I : GENERAL INFORMATION

1. Last Date and Time for Depositing the Bids: 03 Jun 24, 1100 hrs

The sealed bids should be deposited 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 "**ROOF TREATMENT OF BUILDING IN SENIOR WING**" of **Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**" or sent by registered post/speed post at the address given in para 2(a) 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. **Bids sent by FAX or e-mail will not be considered.**

3. Time and Date of opening of Bids: 03 Jun 24, 1130 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. Location of the Tender Box: The tender box will be located in the Office of Admin Officer of **Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**. On the date of opening, only those Bids that are found in the tender box and received by post till said date & time will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid.**

5. Single-Bid system. Being Single bid system, the Bid would be opened at the time and date mentioned above.

6. Eligibility Criteria: The registered firm under the relevant act and in the business of subject work services are only eligible for participating in the bid. The bidder has to submit self-attested photocopy of following documents along with their tender:

(a)	Copy of registration certificate of the firm (Proprietorship / Partnership / Society / Co-Operative society / MoA / Limited Liability Partnership Company incorporated under Companies Act).
(b)	Attested copy of GST certificate.
(c)	Attested copy of PAN Card /GIR No.
(d)	Bank address with NEFT/RTGS Account details.
(e)	Complete contact details such as Postal Address, email address and phonenumber of office.
(f)	Only Delhi + NCR firms are eligible to participate in the tender.
(g)	Should have an experience of having successfully completed similar nature of work during the last 03 years.

7. Place of Opening of the Bids: The bids will be opened in the office of Admin Officer of AFGJI, 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 commercial 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(s) of the bidders.

8. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with NEFT/RTGS Account, if applicable, etc. and complete postal & e-mail address of their office.
9. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
10. **Modification and Withdrawal of Bids:** A bidder may withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the School prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by 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. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. **Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.**
11. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the School may, at its discretion, ask the bidders for clarification of their bids. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
12. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
14. **Validity of Bids.** The Bids should remain valid until 90 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 Commercial Bid and EMD in sealed envelopes, duly superscripted, wherein they should also super-scribe the respective firm's name.
 - (b) All the clauses/columns of Commercial Bid are to be filled and the **RFP should be submitted duly sealed and signed on all pages.** The Bidders are to authenticate each page of the RFP with signature and seal of firm before submission.

- (c) The Commercial Bids 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 quotations as per scheduled time and date and also may lead to rejection of quotation.
- (d) Commercial Bid Proforma as annexed at **Appendix „A“** to this RFP is to be filled completely in all respects.
- (e) **No (R), No over writing is allowed in the rates quoted in Commercial Bids.** However, if the rate is to be amended, the old rate is to be encircled and new rate to be quoted separately and duly authenticated by the bidder.
- (f) In Commercial Bids 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.
- (g) The Commercial Bid should mandatorily be signed by authorized person and duly stamped with Firm's rubber seal. Failure to comply with this provision shall result in rejection of the Commercial Bid.
- (h) Supporting documentary proofs are to be submitted along with the bids in respect of past performance statements / completion report / experience certificate etc.

16. Earnest Money Deposit. Bidders are required to submit Earnest Money Deposit (EMD) i.e. an amount of **Rs. 1,00,000/- (Rupees One Lakh 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.**

17. Discrepancy in Quoted Price. Bids with any discrepancy in quoted price will be rejected unilaterally by the school.

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

PART II**ESSENTIAL DETAILS OF ITEMS / SERVICES REQUIRED**

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

“BOQ FOR ROOF TREATMENT OF BUILDING IN SENIOR WING”

S. NO	Item	UNIT	QTY
1	Waterproofing the existing roof terraces, parapet walls, gola etc by first removing the existing layer of tile/ mud phaska/ sand/earth/loose aggregate and exposing the underneath surface and preparing the same by cleaning and removing dust dirt or any existing waterproofing and filling/repairing/ the damaged hollow portion, edges cracks with polymer modified mortar and applying two coats of Dr. Fixit Torchshield Primer on the surface and laying/fixing prefabricated 3mm thick Dr. Fixit Torchshield solid APP membrane by using a standard roofer's torch (all work to be carried out by manufacturer's specification) The tenderer shall provide a written five years warranty for workmanship, materials and installation from the date of certified completion. (The cost should include removal and refixing of water supply pipes and removal of malba)	SQM	1300
2	Laying protective slope (1:100) with 75 mm average thick M20 grade screed in the ratio 1:1.5:3 (1 Cement:1.5 Sand: 3 Aggregate) mixed with polypropylene fiber (recron) and admixed with integral liquid waterproofing compound confirming to IS 2645. The green stage saw cutting on the screed will be done in panels (3mX4m) with grooves 10mmX10mm. the groves to be sealed with suitable elastomeric sealant. (Dr. Fixit)	SQM	1300
3	Brickwork with common burnt clay FPS bricks of class designation 75 in superstructure for all levels in 1:6 cement mortar (1 Cement: 6 coarse sand) including scaffolding, curing complete in all respect.	CUM	1
4	Providing 15-20 mm average cement plaster to the surface of walls, columns, piers, floor, etc., applied finish smooth and cured, complete, with mixes- 1:6 (1 cement: 6 coarse sand).	SQM	200
5	Transporting/ disposal of surplus excavated malba from the site of work to the nearest municipal/ contractor's dump	LS	-
6	Providing and fixing medium G.I. pipes of make Jindal or equivalent complete with G.I. fittings and clamps, including cutting and making good the walls etc internal work exposed on wall		
A	20 mm dia. nominal bore	RM	100
B	25 mm dia. nominal bore	RM	50
C	32 mm dia. nominal bore	RM	50
7	Providing and fixing heavy duty gun metals gate valve with CI wheel of approved quality		
A	15 mm nominal bore	NO	6
B	20 mm nominal bore	NO	6
C	25 mm nominal bore	NO	5
D	32 mm nominal bore	NO	5

8	Providing and fixing GI union of approved quality in GI pipe including cutting and threading all complete		
A	15 mm nominal bore	RM	5
B	20 mm nominal bore	RM	5
C	25 mm nominal bore	RM	5
D	32 mm nominal bore	RM	5
9	Providing and placing on terrace polyethylene water storage tank with cover and making holes for inlet outlet overflow all complete Make sintex		
A	Water tank 1500 ltr (with all fittings & accessories)	EACH	1
B	Water tank 2000 ltr (with all fittings & accessories)	EACH	2

Please note that tenderer shall visit the site of work before tendering

2. **Execution Period** — The execution period for subject work services would be **75 days** from the effective date of contract. Please note that Work Order can be cancelled unilaterally by the School in case work is not started within the stipulated time. Extension of contracted execution period will be at the sole discretion of the School.

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

4. **Miscellaneous Terms and Condition:**

(a) The bidder has to read the tender documents carefully before filling and put his/her signature with official stamp on each page of RFP.

(b) The offer of the Tenderer shall be valid for 90 days (03 months) from the last date of submission of Tender/revised offer (if any).

(c) Sealed envelope should contain Commercial Bid & Earnest Money with superscription "**ROOF TREATMENT OF BUILDING IN SENIOR WING**" at **Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010**". Commercial Bid should mention only prices in the stipulated format without any condition. The prices shall be filled up both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. **No overwriting or use of correction fluid shall be accepted**. Any corrections shall be legible and signed by the authorized signatory.

PART - III

STANDARD CONDITIONS OF RFP

1. 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. Bidder in the Contract) as selected by the School. **The bidder has to put his/her signature with office seal on each page of the RFP as token of read and accepted the terms & conditions of RFP and submit the same alongwith other connected documents under the covering letter on the letter head of their company/firm.** Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **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.
3. **Effective Date of the Contract:** The work service order 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.
4. **Arbitration:**
- (a) All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions.
 - (b) 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.
 - (c) The arbitrator shall be nominated in writing by Chairman Management Committee, Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010.
 - (d) The sole arbitrator shall have its seat in Delhi.
 - (e) The parties shall continue to perform their respective obligations under this Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of this said arbitration proceedings.
5. **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, 1988 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.
6. **Agents / Agency Commission:** 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 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.

7. **Access to Books of Accounts:** 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.

8. **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.

9. **Liquidated Damages:** (a) In the event of the Bidders failure to submit the Bonds, Guarantees and Documents & supply the stores/goods, etc., as specified in this Contract, the School may, at his discretion, withhold any payment until the completion of the Contract. The school may also deduct from the Bidder as agreed, liquidated damages to the sum of 01% 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.

(b) Penalty will be levied for poor workmanship, poor/ substandard quality of material, Non-adhering to standard procedure of work and any other deficiency in service pertaining to work @ 01% of the contract price for every week of delay or part of a week.

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

- (a) The execution of work is delayed for causes not attributable to Force Majeure for more than 25 days from the date of receipt of work order.
- (b) The Bidder is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in Contract.
- (d) The School has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this Contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitrator appointed vide Para 4 (c) of Part III, above.

11. **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.

12. Transfer and Sub-letting. 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.

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

14. 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.

15. Taxes and Duties:

(a) If Bidder desires to ask for excise duty or sales tax/Service Tax/VAT/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) If reimbursement of any Duty/Tax/GST is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be resumed that the prices quoted are firm and final and no claim on account of such Duty/Tax/GST will be entertained after the opening of the Tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/Tax/GST and doesnot confirm that duty/Tax/GST so included is firm and final, he should clearly indicatethe rate of such duty/Tax/GST and quantum of such duty/Tax/GST included in the price. Failure to do so may result in ignoring of such offers summarily.

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

(e) Any change in any duty/Tax/GST upward/downward as a result of statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/Tax/GST paid by the supplier. Similarly, in case of downward revision in any duty/Tax/GST, the actual quantum of reduction of such duty/Tax/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.

PART IV

SPECIAL CONDITIONS OF RFP

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

1. **Repeat Order clause:** The Contract has a Repeat Order clause, wherein the consignee 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 and conditions remaining the same. The Bidder is to confirm acceptances of this clause. It will be entirely the discretion of the consignee to place the repeat order or not.

2. **Payment Terms:** It will be mandatory for the Bidders to indicate their Bank Account Numbers and other relevant e-payment details, so that payments could be made through ECS/NEFT Mechanism, in addition to/ instead of payment through Cheques, wherever feasible. The payment will be made as per the following terms:

(a) **No Advance payment will be made at the time of commencement of work.**

(b) **RA Bills: Only 01 (one) Running Account (RA) Bills will be allowed** to submit by the vendor with regard to percentage of completion of work calculation and assessment by the Architect & school authorities shall be final in following manner: -

(i) **First RA Bill:** First RA Bill for 40% of the total cost will be accepted only after completion of 50% work duly verified by the school officials & school Architect. Before processing of the RA bill, Observations, if any, by the Architect/school official are to be cleared. Payment of first RA Bill will be made after deduction of 5% retention money after receipt of original bill and duly verified by school Architect for quality and percentage of work completed.

(ii) **Final Bill:** Final Bill will be accepted only after completion of work and on receipt of work completion certificate considering the quality/quantity & bill verification from the Architect wrt quality/quantity of work carried out. Payment of Final Bill will be made only after verification wrt 100% completion of work with regards to quality/quantity after deduction of 5% retention money.

(iii) Final bill will be processed for payment only after rectification of all observations raised by the Architect or school authority.

(iv) Retention money will be adjust/refund after 12 months on submission of final bill after completion of work in all respect and after rectification of all observations raised by the Architect or school authority.

3. **Paying Authority:** The payments of Bills will be made by Air Force Golden Jubilee Institute, Subroto Park, New Delhi-110010.

4. **Force Majeure Clause.**

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

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

5. **Inspection Authority (Quantity and quality control):** The inspection will be carried out by the buyer (School). The model of inspection will be Departmental Inspection/ consignee inspection/ joint inspection/ self-certification.

6. **Performance Guarantee.** The lowest bidder will be required to furnish a Performance Guarantee by way of Demand Draft/Banker's Cheque or Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 05% (Five percent) of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid upto 60 days beyond the date of expiry of contract. 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.

7. **Warranty.** The following Warranty will form part of the contract placed on successful Bidder:

(a) The Seller warrants that the items supplied under the contract conform to specifications prescribed and shall perform according to the said specifications

mentioned in commercial bid.

(b) The seller warrants for a period of **five years** from the date of submission of final bill of the said work and Joint Receipt Inspection that the items supplied under the contract and each material used in the manufacture thereof shall be free from all types of defects/failures.

(c) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 15 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller.

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

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

PART V

EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix „A“**. Price are to be quoted only in Indian Rupees. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to L-1 will be decided excluding levies taxes and duties such as GST etc. would be the deciding factor for ranking of Bids.
 - (c) The Bidders are required to spell out the rates of customs duty, Excise duty, GST etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted price, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a

Bidder is exempted from payment of Customs duty / Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.

(d) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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

(f) Any other criteria as applicable to suit a particular case.

2. Risk and Expense Purchase

(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. **Price Bid Format:** The Price Bid format is given at **Appendix "A"** and Bidders are required to fill this up correctly with full details **clearly indicating GST applicable** and put his signature with official seal.

4. **Undertaking:** The bidder has also to submit **CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING** as per the format given at **Appendix "B"**.

APPENDIX "A"
(Refer Para 2 of Part V of RFP)

COMMERCIAL BID PROFORMA FOR

**"BOQ FOR ROOF TREATMENT OF BUILDING IN SENIOR WING AT
AIR FORCE GOLDEN JUBILEE INSTITUTE, SUBROTO PARK, NEW DELHI-110010**

S. NO	Item	UNIT	QTY	RATE	AMOUNT
1	Waterproofing the existing roof terraces, parapet walls, gola etc by first removing the existing layer of tile/ mud phaska/ sand/earth/loose aggregate and exposing the underneath surface and preparing the same by cleaning and removing dust dirt or any existing waterproofing and filling/repairing/ the damaged hollow portion, edges cracks with polymer modified mortar and applying two coats of Dr. Fixit Torchshield Primer on the surface and laying/fixing prefabricated 3mm thick Dr. Fixit Torchshield solid APP membrane by using a standard roofer's torch (all work to be carried out by manufacturer's specification) The tenderer shall provide a written five years warranty for workmanship, materials and installation from the date of certified completion. (The cost should include removal and refixing of water supply pipes and removal of malba)	SQM	1300		
2	Laying protective slope (1:100) with 75 mm average thick M20 grade screed in the ratio 1:1.5:3 (1 Cement:1.5 Sand: 3 Aggregate) mixed with polypropylene fiber (recron) and admixed with integral liquid waterproofing compound confirming to IS 2645. The green stage saw cutting on the screed will be done in panels (3mX4m) with grooves 10mmX10mm. the groves to be sealed with suitable elastomeric sealant. (Dr. Fixit)	SQM	1300		
3	Brickwork with common burnt clay FPS bricks of class designation 75 in superstructure for all levels in 1:6 cement mortar (1 Cement: 6 coarse sand) including scaffolding, curing complete in all respect.	CUM	1		
4	Providing 15-20 mm average cement plaster to the surface of walls, columns, piers, floor, etc., applied finish smooth and cured, complete, with mixes- 1:6 (1 cement: 6 coarse sand).	SQM	200		
5	Transporting/ disposal of surplus excavated malba from the site of work to the nearest municipal/ contractor's dump	LS	-		

6	Providing and fixing medium G.I. pipes of make Jindal or equivalent complete with G.I. fittings and clamps, including cutting and making good the walls etc internal work exposed on wall				
A	20 mm dia. nominal bore	RM	100		
B	25 mm dia. nominal bore	RM	50		
C	32 mm dia. nominal bore	RM	50		
7	Providing and fixing heavy duty gun metals gate valve with CI wheel of approved quality				
A	15 mm nominal bore	NO	6		
B	20 mm nominal bore	NO	6		
C	25 mm nominal bore	NO	5		
D	32 mm nominal bore	NO	5		
8	Providing and fixing GI union of approved quality in GI pipe including cutting and threading all complete				
A	15 mm nominal bore	RM	5		
B	20 mm nominal bore	RM	5		
C	25 mm nominal bore	RM	5		
D	32 mm nominal bore	RM	5		
9	Providing and placing on terrace polyethylene water storage tank with cover and making holes for inlet outlet overflow all complete Make sintex				
A	Water tank 1500 ltr (with all fittings & accessories)	EACH	1		
B	Water tank 2000 ltr (with all fittings & accessories)	EACH	2		
	Total				
	Add: GST @ 18%				
	Grand Total				

- NOTE:**
- To carry out leakage test by making temporary partitions which will be filled with water for 48 to 72 hours for testing.
 - The quantity may vary, the payment will be done on actual basis.
 - The rates should include removal and refixing of existing pipes.
 - The tenderer shall provide a written five (05) years warranty for workmanship, materials and installation from the date of certified completion.
 - The tenderer can visit the site of work before tendering.

I/We have read and understood all the clauses given above and shall abide by them.

Signature of Tenderer: _____

Name : _____

Mobile No.: _____

GST No.: _____

Date: _____

PAN No.: _____

Place: _____

ESI Regn. No (if applicable): _____

Office Stamp:

Address: _____

APPENDIX "B"
(Refer Para 3 of Part V of RFP)

CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING

1. I/we the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. The rates quoted by me/us and binding upon me/us for the entire period of Contract and it is certified that the rates quoted are the lowest as quoted in any other institution in India.

3. I/we give the rights to the competent authority of AFGJI, to forfeit the Earnest Money/Security Money deposited by me/us in case of breach of conditions of Contract.

Signature of Tenderer: _____

Name : _____

Mobile No.: _____

GST No.: _____

PAN No.: _____

ESI Regn. No (if applicable): _____

Address: _____

Date: _____

Place _____

Office Stamp: