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

AFGJI/19/Adm/P-XIII

23 May 23

INVITATION OF BIDS FOR PROCURMENT OF STUDENTS DESK FOR AFGJI:
PRIMARY WING
REQUEST FOR PROPOSAL (RFP) NO. AFGJI/23-24/001/ADM(Pur) DATED 23 MAY 23

1. Bids in sealed cover is invited for supply of item mentioned in part II of this RFP with AFGJI, New Delhi through undersigned acting for and on behalf of this school as the Buyer. Please super scribe the above mentioned Title and date of opening of the bids on the sealed cover to avoid the Bid being declared invalid.

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

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

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.

5. The vendors can visit the school for viewing the samples of required items on any working day between 0900 hrs to 1400 hrs before last date of submission of the bids.

Sd/---
(Poonam S Rampal)
Principal

PART I – GENERAL INFORMATION

1. **Last date and time for submission the Bids. 30 May 2023 at 1100 hrs.** The sealed Bids should be deposited/reach 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 **Tender Box for PROCUREMENT OF STUDENTS DESK FOR AFGJI: PRIMARY WING** (kept in the Administrative Officer, AFGJI) or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered. Bids received through couriers will not be accepted.
3. **Time and date for opening of Bid. 30 May 2023 at 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 Buyer.
4. **Location of the Tender Box.** In the office of Administrative Officer, AFGJI. Only those Bids found in subject tender box or received by mail will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids.** Office of Administrative Officer, AFGJI. The Bidders may depute their representatives, duly authorised in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Single-Bid system.** Being Single bid system, the Bid would be opened at the time and date mentioned above.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN, GST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the buyer 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 forfeiture of the Bidder's bid security.

10. **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.

11. **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.

12. **Validity of Bids.** The Bids should remain valid till 180 days from last date of submission of bids.

13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 20,000/- (Rupees Twenty Thousand only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per form **DPM-13** of Defence Procurement Manual 2009 (Copy placed at **Annexure I** to this RFP). 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 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. **All such EMDs are to be made in favour of “Air Force Golden Jubilee Institute” payable at New Delhi.**

14. 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 REQUIRED

1. **Schedule of requirement.** List of items/ service required is as follows:

BOQ FOR SUPPLY OF STUDENTS DESK FOR PROCURMENT: AFGJI SENIOR WING

| Sl. No. | Description | Qty |
|---------|--|-----|
| (a) | <u>Duel Desk for Class I</u> Made with 0.8mm thick cold rolled steel sheet. Stiffness made with 25x25mm square tube of 1mm wall thickness. Side structure made with cr sheet pre tube of wall thickness 1.2mm with 25mm round tube of 1.2mm wall thickness. Front modesty panels and bottom shelf made with 0.8 mm thick cr sheet. MS frame duly powder coated of approved colour Desk top made with 17mm thick prelam MDF with 1.3mm PVC edge binding on all side Size - 32w x 34 l | 100 |

| | | |
|--|--|--|
| | Desk height - 28-30 inches Top plank - 15.5 inches School bag plank - 11 inches Seating plank - 12 inches Back support plank - 9 inches Seating height – 12 inches Gap between seating area & front area – 16 inches | |
|--|--|--|

2. **Eligibility & Criteria for Bid.** Bidders fulfilling the following criteria will only be considered for participation in tender for **PROCUREMENT OF STUDENTS DESK FOR AFGJI: PRIMARY WING: -**

(a) **Experience.** Work Service provider Company / Firm / Agency should have at least three years' experience in supply of furniture's in Schools/Colleges. **Details of Experience are to be attached with bid.**

(b) **Registered/Branch Office.** The registered office or one of the branch offices of the service provider Company / Firm / Agency should be located in Delhi or NCR. Address proof of registered or Branch Office in Delhi/NCR is to be attached with bid.

(c) **No Black Listing.** Bidder should submit an Affidavit (in non-judicial stamp paper) stating that Company / Firm / Agency is/has not been black listed by any School/College, PSUs or Central/State Government Department. To be attached with bid.

(d) **Details of Similar Contracts.** Bidder should give details of similar work of supplying furniture carried out in Schools/College in last three years. Attach proof to this effect with Bid.

(e) **GST Registration and PAN Card.** Firm should have valid GST Registration and PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietor firm. A copy each of GST registration and PAN Card is to be attached with the Bid.

3. **Bidding system.** Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Bidders are advised to submit the compliance statement in the following format along with Bid:

| Para of RFP Specifications, item-wise | Specification of Item offered | Compliance to RFP specification – whether Yes / No | In case of non-compliance, deviation from RFP is to be specified in unambiguous terms |
|---------------------------------------|-------------------------------|--|---|
| | | | |

4. **Delivery period.** Delivery should be within **25 days from date of work order**. Please note that contract can be cancelled unilaterally by the school in case, items are not received within the said contract delivery period. Extension of contracted delivery period will be at the discretion of the school, with applicability of LD clause.

5. **Delivery and transportation.** Period for supply in 25 days from date of work order is **inclusive of** final installation and full operational. Prices mentioned should be for **AFGJI, Subroto Park, New Delhi**. The items shall be dispatched by the supplier under his own arrangement.

6. **Consignee details** – Principal, AFGJI, Subroto Park, New Delhi-110010

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 (detail information is available on MoD Website and can be provided on request).

2. **Effective Date of the Contract.** The contract shall come into effect on the date of issue of supply order (Effective Date) with the acceptance of the tender as per mutually agreed terms and conditions contained in the RFP and the firm's offer, and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract. The seller should check the supply order and convey acceptance of the same within seven days of receipt of the supply order. If such an acceptance or communication conveying their objection to any part of the contract is not received within the stipulated period, the supply order is deemed to have been fully accepted by the firm.

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 in MoD website and can be provided on request).

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

5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (25 days) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than (06 months) provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

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

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

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

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

14. **Taxes and Duties**

(a) **General**

(i) If Bidder desires to ask for 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.

(ii) If reimbursement of any Duty / Tax is intended as extra over the quoted prices, 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 duty / tax will be entertained after the opening of tenders.

(iii) If a Bidder chooses to quote a price inclusive of any duty / tax and does not confirm inclusive of such duty / tax so included is firm and final, 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 of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty / tax upto any value of supplies from them, he should clearly state that no such duty / tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate / quantum of any Duty / tax, it should be brought out clearly. Stipulations like, the said duty / tax, it should be brought

out clearly. Stipulations like, the said duty / tax 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 will not be charged by him even if the same becomes applicable later on. In respect of the Bidder, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty / tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty / tax upward / downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty / tax paid by the supplier. Similarly, in case of downward revision in any duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **GST**

(i) If it is desired by the Bidder to ask for GST 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 sales tax and no liability of sales tax will devolve upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

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 Security/Warranty Bank Guarantee:** N/A

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.

(b) 95% payment shall be released within 10 days from supply of material, installation work, commissioning and completion of work in all respects. Payment will be made on the basis of submission of bill and joint verification by school officials and your agency subjected to approval by CFA. No interest shall be payable to bidder against their due payment. Remaining 5% will be paid on completion of 12 months of the completion of total work.

3. **Repeat Order Clause** — The contract will have a Repeat Order Clause, wherein the School can order upto 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 School to place the Repeatorder or not.

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

5. **Paying Authority.** Payment of bills will be made on submission of the bill (in duplicate) by the Seller to the Paying Authority (AFGJI, Subroto Park, New Delhi-10) (Bills are to be made in favour of Air Force Golden Jubilee Institute, Subroto Park, New Delhi).

- (a) Ink-signed copy of contingent bill / Seller's bill.
- (b) Ink-signed copy of Commercial invoice / Seller's bill.
- (c) CRVs in duplicate.
- (d) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
- (e) Exemption certificate for Excise duty / Customs duty, if applicable.
- (f) Guarantee / Warranty certificate.
- (g) Delivery Period extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD, if applicable.
- (h) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract) (ECS mandate form).
- (i) User Acceptance.
- (j) Any other document / certificate that may be provided for in the Supply Order / Contract.

6. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder:

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:

- (i) Exports by the Seller.

- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
 - (iii) Sale of goods at lower price on or after the date of completion of sale/ placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.
- (c) The Seller shall furnish the following certificate to the Paying Authority along with the bill for payment for supplies made against the Rate contract:

“We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the school under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the school under the contract except for quantity of stores categories under sub-clauses (i),(ii) and (iii) of sub-para (b) above details of which are given below -”.

7. **Risk & Expense clause.**

- (a) Should the stores or any instalment there of not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in AFGJI, Subroto Park, New Delhi, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER, be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:
 - (i) Such default.
 - (ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 50% of the value of the contract.”

8. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. **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 modification to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/ requirements recommended after the Maintenance Evaluations Trials.

10. **OEM Certificate.** In case the Bidder is not the OEM, the agreement certificate/authorised dealership with the OEM for sourcing the items and spares shall be mandatory.

11. **Transportation.** The SELLER is responsible to deliver the items at AFGJI, Subroto Park, New Delhi-110010 within delivery period subject to force majeure clause and the rate finalised by mutual agreement including those incurred for shipping/freight, freight insurance and risk of loss or damage.

12. **Quality.** The quality of the items delivered according to the present Contract shall correspond to the technical specifications and standard conditions enumerated as per RFP and shall also include therein modification to the stores suggested by the buyer which will be mutually agreed to. The quality of the items supplied by the bidder should be as per the requirements of the buyer. Any item which is/are worn & tear or stolen or damaged during transportation will be the sole responsibility of the bidder to replace the same item with fresh new. **Vendor would be required to show one sample before starting production. Vendor shall agree to carry out minor modifications as informed during sample check for quality, design, colour and safety.**

13. **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 technical specifications prescribed and shall perform according to the said technical specifications.
- (b) The Seller warrants for a period of **12 months** from the date of acceptance of items by 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 **30 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 & Price Bid issues

1. **Evaluation Criteria.** Broad guidelines for evaluation of Bids are as follows:

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP both technically and commercially.
- (b) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evolution process will be as follows. 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 including 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) Firms eligible who have head office/regional office within Delhi & NCR.

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

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details (NIL rate is also to be mentioned):

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

PRICE BID FORMAT FOR PROCUREMENT OF DUEL DESK FOR CLASS I

Appendix - A

| Sl. No. | Specifications | Qty | Rate (₹) | Amount (₹) |
|---------|--|-----|----------|------------|
| (a) | <u>Duel Desk for Class I</u> Made with 0.8mm thick cold rolled steel sheet. Stiffness made with 25x25mm square tube of 1mm wall thickness. Side structure made with cr sheet pre tube of wall thickness 1.2mm with 25mm round tube of 1.2mm wall thickness. Front modesty panels and bottom shelf made with 0.8 mm thick cr sheet. MS frame duly powder coated of approved colour Desk top made with 17mm thick prelam MDF with 1.3mm PVC edge binding on all side (There should not be any sharp edges) Size - 32w x 34 l Desk height - 28-30 inches Top plank - 15.5 inches School bag plank - 11 inches Seating plank - 12 inches Back support plank - 9 inches Seating height – 12 inches Gap between seating area & front area – 16 inches | 100 | | |
| | Total | | | |
| | Add: GST@ 18% | | | |
| | G. Total (Other misc. including Transportation) | | | |

Date: _____

Place: _____

Office Stamp:

Signature of Tenderer: _____

Name : _____

Mobile No.: _____

GST No.: _____

PAN No.: _____

ESI Regn No (if applicable): _____

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: