

TENDER NOTICE AND SCHEDULE OF EVENTS

1. Sealed Bids are hereby invited under two bid systems (Technical Bid and Financial Bid) from reputed and experienced firms/contractors/agency possessing valid license and are in the business of **CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII AT THREE DELHI-BASED AIR FORCE SCHOOLS, AFBBS, TAFS AND AFGJI, NEW DELHI.**

Name of the Work	CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII AT THREE DELHI-BASED AIR FORCE SCHOOLS, AFBBS, TAFS AND AFGJI, NEW DELHI
EMD to be deposited	Rs. 20,000/- (Rupees Ten thousand only)
Issue of Tender	The Tender document can be downloaded from the School's website for any corrigendum/amendments and submit the bid documents.
Last Date & Time for submission of Tender Document	13 June 2023 at 1300h
Opening of Tender	Part-A-Technical Bid: The Technical bids documents shall be opened on 15 June 2023 at 1100h in the presence of authorized representatives of the bidders.
	PART-B Financial Bid: Opening of the Financial Bid shall be intimated after acceptance/evaluation of Technical Bids.
Contact Person (for any clarification)	Principal Tel No : 43564950,43597238 (0900hto 1300h)

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

REQUEST FOR PROPOSAL

CHAIRMAN MANAGEMENT COMMITTEE , AIR FORCE SCHOOLS, SUBROTO PARK, NEW DELHI

INVITATION OF BIDS FOR CONTENT FOR CBSE- BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII AT THREE DELHI BASED AIR FORCE SCHOOLS {(A) AIR FORCE BAL BHARATI SCHOOL (AFBBS), LODHI ROAD (B) THE AIR FORCE SCHOOL(TAFS),SUBROTO PARK (C) AIR FORCE GOLDEN JUBILEE INSTITUTE (AFGJI),SUBROTO PARK, NEW DELHI}.

REQUEST FOR PROPOSAL (RFP) NO. 04/2023-2024 DATED 30 May 2023

1. Chairman Management Committee (CMC). AF Schools invites sealed tenders from experienced contractors in Two (2)- Bid Format. The bidders interested in carrying out the said works are required to submit completed tender documents (Technical bid) in sealed envelope super-scribing the name of the work as stated above (along with the name & address of the tenderer) which should be submitted or dropped in the tender box at office of AIR FORCE BAL BHARATI SCHOOL, LODI ROAD, NEW DELHI- 110003. Technical bid shall be opened in the presence of tenderers or their authorized representatives intending to attend the opening. Any tender received later than the time and date of submission of tenders shall be rejected and returned to the tenderer unopened.

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 Bal Bharati School, Lodi Road, New Delhi – 110 003
(b)	Postal Address for Correspondence / Sending Bids	Air Force Bal Bharati School, Lodi Road, New Delhi – 110 003
(c)	Designation of the Contact person	Principal, AFBBS
(d)	Telephone numbers of the contact person	Tel No: 43564950,43957238 (0900 h to 1400 h)

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 scope of the Learning Modules (Content) 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 CMC, AF Schools reserves the right to change or vary any part thereof at any stage. CMC, AF Schools also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to indicate your acceptance of the offer based on the terms and conditions as given out in the succeeding paragraphs and information contained in Appendices A, B, C, D and E to this RFP which are as follows: -

(a) Terms and conditions for **CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII** at three Delhi based AF Schools is placed at **Appendix 'A'**

(b) Technical Bid Proforma for **CONTENT FOR CBSE- BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII** at three Delhi based AF Schools is placed at **Appendix 'B'**.

(c) Financial Bid Proforma for **CONTENT FOR CBSE BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII** at Delhi based AF Schools is placed at **Appendix 'C'**.

(d) Certificate for acceptance of tender / undertaking of contract is as annexed at **Appendix 'D'**.

(e) Declaration for Bid Security/Earnest Money Deposit is annexed at **Appendix 'E'**

6. The bidders are requested to strictly adhere to the guidelines for filling up quotations stated at Para 15 of Part I of this RFP.

7. The bidders are required to check and complete the following details in the table at the time of submission of their bids: -

Sl. No.	Details	Yes / No
(a)	Have you read and understood all the clauses mentioned in Pt I to Pt V of RFP?	
(b)	Have you filled the bids in clear terms?	
(c)	Is there any deviation from the terms and conditions of RFP?	
(d)	If (c) is yes, have you listed out the deviation?	
(e)	Have you submitted bids in time?	
(f)	Have you provided details on e-payment as per Part-IV of this RFP?	
(g)	Have you attached a blank cancelled cheque?	
(h)	Have you signed and stamped on each page of RFP for authentication and signing also indicates agreement with all Terms and conditions of RFP?	
(j)	Have you attached EMD?	

8. 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 stage.

Principal
Air Force Bal Bharati School
Lodi Road, New Delhi – 03

PART I

GENERAL INFORMATION

1. **Last date and time for depositing the Bids** – 13 June 2023 till 1300 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 “**QUOTATION FOR CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII**” 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.**
3. **Location of the Tender Box.** The tender box will be located at Air Force Bal Bharati School, Main Guard Room. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
4. **Place of opening of the Bids.** The bids will be opened in the office of the Principal, Air Force Bal Bharati School, Lodi Road, 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 your representative.
5. **Two-Bid system.** The Technical Bids would be opened on the time and date mentioned above. Date of opening of the Financial Bids will be intimated after acceptance of the Technical bids. Technical Bids of only those firms will be opened whose Technical Bids are found compliant / suitable after technical evaluation is done by the School.
6. **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. Both bids should be forwarded in a single envelope containing separate envelope for Technical, Financial and EMD.
7. **Clarification regarding contents of the Bids.** 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 price or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
8. **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.
9. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
10. **Validity of Bids.** The Bids should remain valid until 90 days from the last date of submission of the Bids. No revision of Commercial Bid would normally be permitted after opening of the Technical Bid.

11. **Instructions to Bidders for filling up the Bids / Quotations.** The bidders shall be at liberty to visit, survey and study the scope of work / site and assess / understand the quantum of work before placing his bid for the contract. 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 Technical and commercial Bids: -

(a) Bidders are to submit Financial Bid, Technical Bid and EMD in separate sealed envelopes, duly superscripted, wherein they should also super scribe the respective firm's name. All these three 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. **In case Technical Bid and Financial Bid are placed together in single envelope, the bid shall be liable for rejection.**

(b) All the clauses/columns of Technical Bid and Financial 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 Technical bids and Financial bids should not contain or indicate any conditional offer. Also, separate letters suggesting changes in rates quoted on the letterhead 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) Technical Bid Proforma as **annexed at Appendix 'B'** to this RFP is to be filled complete in all respects. The attested copies of required documents are to be mandatorily submitted along with the Technical Bid failing which the bid may be rejected.

(e) Financial Bid Proforma as annexed at **Appendix 'C'** to this RFP is to be filled complete in all respects.

(f) No (R) No over writing is allowed in the rates quoted in Financial 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.

(g) In Financial 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.

(h) The Financial 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 Financial bid.

(j) Model ECS Mandate Format (Form DPM-11) is to be filled for electronic payment.

(k) 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.

12. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 20,000/- in favour of "Air Force Bal Bharati School"** 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 contract. The Bid Security of the successful bidder would

be returned, without any interest whatsoever only after the completion of the project. 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.

13. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the School. The School will have the right to award contracts 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

Technical Specification of Learning Module (Content) Software

1. **Compatibility** : The Learning Module (Content) software should be compatible to existing Smart Board Hardware system approx. 07 years old. The software should be compatible with both Linux (Ubuntu) and Windows software.

2. **Subjects to be covered in Learning Module (Content) software (CBSE curriculum mapped as per NCERT and latest NEP 2020 guidelines)**

- (a) Biology
- (b) Physics
- (c) Chemistry
- (d) Mathematics
- (e) Information Practices (IP)
- (f) Computer Science
- (g) Information Technology (IT)
- (h) History
- (j) Geography
- (k) Political Science
- (l) Accountancy
- (m) Business Studies
- (n) English Core and English Literature
- (p) Sanskrit
- (q) Hindi
- (r) Psychology
- (s) Sociology
- (t) Painting
- (m) Music
- (n) Physical Education
- (o) Economics
- (p) Bio-Technology
- (q) Social Science
- (r) French
- (s) Value Education/Life Skills

3. Learning Modules (Content) software shall cover all the subjects prescribed by the schools and CBSE for all classes.

4. Developed solution (Content) should have an option to edit/modify or add contents as per the school's requirement.

5. Regular updates of the Contents shall be done by the vendor throughout the period of contract.

6. There should be provision for customization/editing in the content, assessment and lesson plan material.

7. Learning Module (Content) shall be updated regularly after feedback from teachers.

8. Teachers shall be able to prepare assignment from school/home for complete or part chapters.

9. Vendor shall provide one resource coordinator full time to each school to ensure smooth functioning of the Learning Modules (Contents).

11. Technical Details:

- (a) Please refer Para 01 to 09 for Technical specification.
- (b) Valid documentary proof of GST registration No. & detail of Income Tax registration (PAN) ,ESIC and PF should be submitted. Copies of original documents defining the constitution on legal status,place of registration and principle place of business of the company or firm or partnership etc. Copy of Incorporation / Registration Certificate of the Firm shall be attached as proof.
- (c) Quality of Goods and Services: The product supplied must be as per technical specifications given in Para 1 to 10 and of desired quality. Consistency in quality shall be maintained for the entire period. The vendor shall be solely responsible for the quality of the Learning Modules (Contents) supplied.
- (d) The rate, duly approved by the competent authority, shall remain valid throughout the period of contract and no request to increase the rates during the period of contract , shall be entertained at any stage.
- (e) Maintenance and regular updates of the Learning Modules (Content) shall be provided by the company during the period of contract .
- (f) School shall not be responsible for any financial loss or other damage or injury to any item or person deployed / supplied by the successful bidder in the course of their performing the duties at the school during the period of supply.
- (g) The services provided shall be Un-Interrupted.

12. Two-Bid System - In respect of Two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement as per Appendix 'B', 'C' and 'D'.

13. Delivery Period – The delivery period for supply and installation would be 15 days on the effective date of the work order. Please note that the work order can be canceled unilaterally by the school in case items are not received within the contracted delivery period. Extension of the contracted delivery period will be at the sole discretion of the School, with the applicability of the LD clause.

14. Contract Period – The term of contract shall be for a period of One year initially and same may be renewed further for next academic years (Two years) subject to annual appraisal of performance and rendition of satisfactory services.

15. Warranty - Comprehensive warranty during period of contract.

16. For Delivery and transportation – N/A.

17. Consignee Details – CMC AF Schools, Subroto Park, New Delhi- 110 010

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. Bidder in the Contract) as selected by the CMC,AF Schools. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:**
 - (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 performance of the Learning Module (Content) , which cannot be settled amicably, may be resolved through arbitration.
 - (c) The arbitrator shall be nominated in writing by Chairman Management Committee.
 - (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.
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 disfavor 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 contracts 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. **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 supply 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 contracts concluded earlier with the Government of India.

6. **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.

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. **Liquidated Damages:** In the event of the Bidders 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 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 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 Supply order :** The School shall have the right to terminate this contract in part or in full in any of the following cases: -

- (a) The delivery of services is delayed for causes not attributable to Force Majeure for more than (7 days) after the scheduled date of delivery.
- (b) The Bidder is declared bankrupt or becomes insolvent.
- (c) The delivery services / learning module is delayed due to causes of Force Majeure by more than (months) 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 Arbitration appointed vide Para 3 (c) of Part III, above.

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. **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.

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 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) **GST**

(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.

15. **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:**

(a) **Indigenous cases:** The bidders will be required to furnish a Performance Guarantee for a sum equal to 03% of contract value within 30 days of receipt of the confirmed order.

(b) **Option Clause:** The contract will have an Option Clause, wherein the school can exercise an option to procure an additional 100% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the School to exercise this option or not.

(c) **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the School can order up to 100% quantity of the items under the present supply order 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 exercise this option or not.

(d) **Tolerance Clause** – N/A.

2. **Payment Terms for Indigenous Bidders** - 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 instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

3. **Payment terms for Foreign Bidders** – N/A

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

5. **Paying Authority:**

(a) Indigenous Bidders: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill: -

(i) Ink-signed copy of contingent bill / Bidder's bill.

(ii) Ink-signed copy of Commercial invoice / Bidder's bill.

(iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

(iv) CRVs in duplicate.

(v) Inspection note.

(vi) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.

(vii) Guarantee / Warranty certificate.

(viii) Performance Bank guarantee / Indemnity bond where applicable.

(ix) 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).

(x) Any other document / certificate that may be provided for in the Supply Order / Contract.

(xi) User Acceptance.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP)

(b) **Foreign Bidders** – N/A

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

(a) The price charged for the services supplied under the contract by the Bidder shall in no event exceed the lowest prices at which the Bidder sells the stores or offer to sell stores /services of identical description to any persons/Organization 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 Bidder reduces the sale price, sells or offer to sell such stores to any person/ organization including the School 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 Bidder.

(ii) Sale of goods as original equipment at price lower than the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) 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 Bidder shall furnish the following certificate to the Paying Authority along with each 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 Government under the contract herein and such stores have not been offered/sold by me/us to any person / organization 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 government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below - ”.

7. **Exchange Rate Variation Clause.** N/A

8. **Risk & Expense clause.** N/A

9. **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 here to 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.

10. **Specification:** The following Specification clause will form part of the contract placed on successful Bidder - The Bidder guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the School Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Bidder before supply to the School. The Bidder, in consultation with the School, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of upgradation/alterations will be provided to the School free of cost within (07) days of affecting such upgradation/alterations.

11. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM or sourcing the **content of learning modules** shall be mandatory. However, where OEMs do not exist, minor aggregates and **content of learning nodules** can be sourced from authorized vendors subject to quality certification.

12. **Quality:** The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Bidder's country or specifications enumerated as per the 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 Contract shall be new i.e. not manufactured before (year of contract), and shall incorporate all the latest improvements and modifications there to 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 original item.

13. **Inspection Authority:** The mode of inspection will be Departmental Inspection/User Inspection / Joint Inspection/ self-certification.

14. **Warranty:** - **Comprehensive warranty during period of contract.**

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 bidder should be an original Educational Technology Service provider of national /international repute dealing with IT services and curriculum pedagogy. The bidder must have requisite infrastructure and resources to successfully execute the project and provide services.
 - (c) The bidder should be a reputed Organization engaged in Educational content development & K-12 Curriculum development for the last five years.
 - (d) In respect of Two - Bid system, the Technical Bids submitted by the Bidders will be evaluated by the school committee member with reference to the technical characteristic of the learning and **demonstration of learning modules given by service provider**. Module (Content) as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
 - (e) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix 'C'**. 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 deciding factor for ranking of Bids.
 - (ii) Only Delhi based agencies are eligible.
 - (iii) The bidder must have a proven track record of implemented/implementing content for Smart Class Learning modules at least fifty schools across the country (List to be documented). Company/Bidder should be in operation for a minimum of last 03 years (copy attached).
 - (iv) Company/Bidder should have minimum turnover of 10 Cr for the past three financial years (2019-20, 2020-21 & 2021-22).
 - (iv) Bidder should be one company. No consortium is allowed to participate.
2. The bidder must be registered in Delhi with the following satisfactory authorities' authorities and must also furnish attested copies of supporting documents: -
 - (a) Employees State Insurance corporation, Income Tax registration & GST registration.
 - (b) Any other registration/ licenses which are mandatory for such agencies stipulated by concerned authorities from time to time.
 - (c) Copy of Company Incorporation / Registration Certificate of the firm shall be attached proof.
3. **Price Bid Format**: The Price Bid Format is given at **Appendix 'C'** and Bidders are required to fill this up correctly with full details.

TERMS AND CONDITION

1. Read the tender documents carefully before filling.
2. Signature each page with seal.
3. The envelope which should contain the following items is termed as **PART 'A'** –
 - (a) Technical Bid with all relevant signed documents as mentioned in Terms and Conditions.
 - (b) Earnest Money Deposit of Rs.20,000/- (Refundable without interest)
 - (d) Sealed envelope with superscription **"CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII" AT THREE DELHI BASED AIR FORCE SCHOOLS - PART 'A'**
4. **PART 'B'** of envelope should contain only Financial Bid. Sealed envelope with superscription **"FINANCIAL BID FOR CONTENT FOR CBSE-BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII " AT THREE DELHI BASED AIR FORCE SCHOOLS"- PART 'B'**. Financial 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.
5. Put **PART 'A'** and **PART 'B'** in separate sealed covers and put both the sealed cover in one cover addressed to **Principal, AFBBS, Lodhi Road, New Delhi-110003** with superscription on the cover as **"TENDER FOR CONTENT FOR CBSE- BASED SMART CLASS LEARNING MODULES FOR ACADEMIC USE FOR CLASSES KG TO XII " AT THREE DELHI BASED AIR FORCE SCHOOLS "** and send to Air Force Bal Bharati School, Lodhi Road, New Delhi-110003" on or before 1300 hrs on **13 June 2023**.
6. Tender forms can be downloaded from the School's website www.airforcebalbharatischool.in Please keep visiting our website for any corrigendum / amendments which will not be notified again in newspaper and submit the bid documents accordingly. Completed application should be submitted to the office of the Principal of AFBBS. AFBBS accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person. Offers received late/incomplete will be summarily rejected.
7. The technical bid will be opened on **15 June 2023 at 1100 hrs** in the presence of the representatives of the Tenderers, if present.
8. The financial bids of only those Tenderers whose Technical Bids are recommended by Tender Committee will be intimated after evaluation and acceptance of the technical bids.
9. During the opening of the two-bid Tender the name of Tenderers who have submitted their offers along with details of Earnest Money Declaration Form will only be read out and no other information/details whatsoever, will be shared at this stage.
10. The offer of the Tenderer shall be valid for 3 (Three) months from the last date of submission of Tender/revised offer (if any).
11. In deciding upon the selection of contractors for the work, great emphasis will be put on the ability and competence of contractors to provide high quality services according to the time schedule and in close co-ordination with other agencies.

12. The Tender should be complete in all respects and should be duly signed. Late and delayed tenders due to any reason including postal delays shall not be considered at all. Offers sent through fax/ e-mail will not be accepted.

13. Hypothetical / Conditional, Incomplete bid will not be entertained & will be summarily rejected. Please note that the bidder must quote for all the categories mentioned in the tender.

14. AFBBS reserves the right to modify the conditions of the tender, at any time, without assigning any reasons for the same.

15. If the last date of receiving/opening of the Tenders coincides with a holiday, then the next working day shall be receiving/opening date.

16. All tenderers are requested to read the tender document carefully including its terms and conditions, procedures to fill/sign the tender form and tender assessment criteria.

17. AFBBS reserves the right to accept/reject any Tender in part or full, without assigning any reason whatsoever.

18. **Vendor shall provide warranty and maintenance of the learning module during the period of contract.**

19. **Vendor shall provide full time one resource coordinator to the school to ensure smooth functioning of Learning Modules (Contents)**

Signature of Tenderer: _____

Name: _____

Mobile No.: _____

GST No.: _____

PAN No.: _____

ESI Regn No(if applicable): _____

Address : _____

Date : _____

Place : _____

Office Stamp:

TECHNICAL BID PROFORMA

1. Name of the Firm :
2. Address :
.....
3. Contact No. :
4. QRs (Supporting documents to be Annexed Mandatorily): -

(a)	Attested copy of Registration Certificate under ESI Act.	Yes/No
(b)	Attested copy of GST certificate	Attached / Not Attached
(c)	PAN Card /GIR No. (The evidence for filing of IT return along with income and expenditure account and balance sheet for last three assessment years to be enclosed).	
(d)	Copy of registration certificate of the firm (proprietorship / Partnership / Society / co-operative society / MoA / limited liability partnership company incorporated under companies Act	Attached / Not Attached
(e)	Bank solvency certificate issued not earlier than 31 Oct 2022 inter-alia stating that the account of firm is not under attachment by any court of Govt. Agency.	Attached / Not Attached
(f)	Details of EMD as required.	
(g)	Amount Rs.	
(h)	DD No. and date	
(j)	Valid up to	
(k)	E-mail Id Address	

5. **COMPANY DETAILS**

- (a) Company Name
- (b) Postal Address
- (c) Telephone No & E mail
- (d) Date of Incorporation
- (e) Type of Incorporation
- (f) Certification
- (g) GST No.
- (h) PAN No.
- (j) Was the Company Black Listed?

Note: - 4% (or as applicable from time to time) deduction of ESIC contribution will be on Labour Charges levied on payment to the vendors who are non-complaint with ESIC.

6. Details of Major Contracts with Central Government/State Government/PSUs/Reputed Firms during the last five years in the following format: -

S.No .	Details of Clients, along with address, telephone No & Fax No	Amount of Contract	Duration of Contract		Type of Project work accomplished
			From	To	
(a)					
(b)					
(c)					
(d)					
(e)					

Additional information, if any _____

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my / out knowledge. I understand that in case any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

(Signature of Authorized Signatory with Date)

APPENDIX 'C'**FINANCIAL BID PROFORMA FOR HIRING OF CBSE BASED SMART CLASS
LEARNING MODULES (CONTENTS) FOR ACADEMIC USE FOR CLASSES KG TO XII**

Product Description	Qty		Unit Price for Cloud Based	GST	Total Price for Cloud Based
(i) Learning Modules software Price Per Unit Per Month (In Rs.) for Cloud Based (ii) Full time one resource coordinator should be provided in each school to ensure smooth functioning of Learning Modules (Content)	AFBBS	77			
	TAFS	65			
	AFGJI	52			
	Total	194			
Grand Total (Inclusive of GST)					
Total amount in words (Inclusive of GST)					

Product Description	Qty		Unit Price for Server Based	GST	Total Price for Server Based
(i) Learning Modules software Price Per Unit Per Month (In Rs.) for Server Based (ii) Full time one resource coordinator should be provided in each school to ensure smooth functioning of Learning Modules (Content)	AFBBS	77			
	TAFS	65			
	AFGJI	52			
	Total	194			
Grand Total (Inclusive of GST)					
Total amount in words (Inclusive of GST)					

Note : The School Management reserves the right to consider Learning Modules (Contents) either Server based or Cloud based Technology.

Date:
Place:

Signature of authorized person
Designation
(Office Seal of the bidder)

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 AFBBS, to forfeit the Earnest Money/Security Money deposited by me/us in case of breach of conditions of contract.
4. I hereby undertake to provide the Replacement/Repair and Comprehensive AMC services as per the directions given in the tender document/contract agreement.

Signature of authorized person
Designation
(Official Seal of the bidder)

Date:
Place:

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:

Full Name:

Place:

Company's Seal:

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