



THE AIR FORCE SCHOOL
Subroto Park, New Delhi-110010

Sr Wing: 25693063
Jr Wing: 25693627
Fax: 25696365
WAC 25687194 Ext. 5095
email: tafsdelhi@gmail.com
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TENDER DOCUMENT
FOR
DEVELOPMENT OF TRAFFIC PARK – JR WING

At
The Air Force School
Subroto Park, New Delhi-110010

DATE OF ISSUE OF TENDER FORM : 31 July 2024

**LAST DATE FOR SUBMISSION OF TENDER : 22 Aug 2024
(TILL 1100 HRS)**

**TENDER OPENING DATE / TIME : 22 Aug 2024
(1130 HRS)**

TENDR COST : Rs. 100/- (CASH/DD/CHEQUE)

QUOTES ARE NOT TO BE SENT THROUGH E-MAIL/FAX. QUOTES ARE TO BE DEPOSITED IN SEALED ENVELOPES ONLY IN THE EARMARKED TENDER BOX.



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TAFS/230/Works/Traffic Park/Adm

31 Jul 24

**INVITATION OF COMMERCIAL BIDS FOR
DEVELOPMENT OF TRAFFIC PARK – JR WING**

AT

THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI-110010

(Request for Proposal (RFP) No. 09/2024-25 Dated 31 Jul 24)

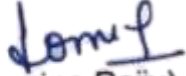
1. Commercial Bids in sealed cover are invited from experienced agencies/firm for "**Development of Traffic Park – Jr Wing at The Air Force School, Subroto Park, New Delhi**". Please subscribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the bid being declared invalid.
2. Response to the tenders is to be submitted in the RFP itself strictly with reference to terms and conditions mentioned therein. Separate enclosure if required may be added with the RFP. Response to the RFP is to be submitted as per each and every clause of the RFP so as to avoid any ambiguity or unwarranted clarifications at a stage.
3. The bidders while submitting the bid shall also furnish inter alia details like GSTIN Number, E-mail address of Office, Fax Number etc. Relevant certificate for GST may please be endorsed for vetting. Vendor must be GST compliant and registered for providing title service.
4. 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, The Air Force School, Subroto Park, New Delhi Pin Code - 110 010
(b)	Postal Address for Correspondence / Sending Bids	The Air Force School, Subroto Park, New Delhi – 110 010
(c)	Name/designation of the Contact personnel	Principal, The Air Force School (TAFS)
(d)	Telephone numbers / E-mail of the contact person	Tel No: 25693063 (0900h to 1400h) tafsdelhi@gmail.com

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

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

- (b) **Part II** – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.
6. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary, at any stage.


(Lomina Rajiv)
Principal
The Air Force School
New Delhi - 110010



PART - I
GENERAL INFORMATION

1. Last Date and Time for Depositing the Bids: 22 Aug 24, 1100 hrs

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

2. Manner of Depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as “**Development of Traffic Park – Jr Wing**” placed at TAFS near Principal’s office or sent by registered post/speed post at the address given in para 2(a) of RFP so as to reach by the due date and time. Tenders received after the due date and time 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. Date and Time of opening of Bids: 22 Aug 24, 1130 hrs

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

4. Location of the Tender Box: The tender box will be located near the Principal Office at **The Air Force School, Subroto Park, New Delhi-110010**. On the date of opening, only those Bids that are found in the tender box and received by post till said date & time will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid.**

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

(a)	Copy of registration certificate of the firm (Proprietorship / Partnership / Society / Co- Operative society / MoA / Limited Liability Partnership Company incorporated under Companies Act).
(b)	Attested copy of GST certificate & Pan Card
(c)	Details of similar works completed in last three years (Appendix – C)
(d)	Bank address with NEFT/RTGS Account details.
(e)	Complete contact details such as Postal Address, email address and phone number of office.

6. Place of Opening of the Bids: The bids will be opened at the Principal’s Office of The Air Force School, Subroto Park, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. The opening of bidding/tender form will not be postponed due to non-presence of representative(s) of the bidders.

7. Forwarding of Bids. Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with NEFT/RTGS Account, if applicable, etc. and complete postal & e-mail address of their office.

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 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
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 School prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the School may, at its discretion, ask the bidders for clarification of their bids. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
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. **Cancellation of Tendering Procedure.** The Principal TAFS reserves the right to cancel the tendering procedure at any stage without assigning any reason to bidders.
13. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bids, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
14. **Validity of Bids.** The Bids should remain valid until 90 days from the last date of submission of the Bids.
15. **Instructions to Bidders for filling up the Bids / Quotations.** The bidders shall be at liberty to visit, survey and study the area / site and assess / understand the quantum of work before placing his bid for the stated work services. The bidders are advised to follow the following points so as to ensure non-rejection of Bids due to errors generally committed while filling the Bids: -
- (a) Bidders are to submit Commercial Bid and EMD in sealed envelopes, duly superscripted, wherein they should also super-scribe the respective firm's name.
 - (b) All the clauses/columns of Commercial Bid are to be filled and the **RFP should be submitted duly sealed and signed on all pages.** The Bidders are to authenticate each page of the RFP with signature and seal of firm before submission.

- (c) The Commercial Bids should not contain or indicate any conditional offer. Also, separate letters suggesting changes in rates quoted on the letter head or the quotation form, whether upward or downward, will not be accepted after opening the quotations as per scheduled time and date and also may lead to rejection of quotation.
- (d) Commercial Bid Proforma as annexed at **Appendix 'A'** to this RFP is to be filled completely in all respects.
- (e) **No (R), No over writing is allowed in the rates quoted in Commercial Bids.** However, if the rate is to be amended, the old rate is to be encircled and new rate to be quoted separately and duly authenticated by the bidder.
- (f) In Commercial Bids the rates are to be quoted in words as well as in figures. In case of any ambiguity/discrepancy, the rates quoted in words shall be considered as final.
- (g) The Commercial Bid should mandatorily be signed by authorized person and duly stamped with Firm's rubber seal. Failure to comply with this provision shall result in rejection of the Commercial Bid.
- (h) Supporting documentary proofs are to be submitted along with the bids in respect of past performance statements / completion report / experience certificate etc.

16. Earnest Money Deposit. Bidders are required to submit **Earnest Money Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only)** in favor of "THE AIR FORCE SCHOOL" along with their bids. The EMD may be deposited in the form of an Account Payee demand draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any Public Sector Bank 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 beyond the bid validity period. EMD of 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 award of the contract. The Bid Security of the successful Bidder will be returned without any interest whatsoever only after the completion of the project. EMD is not required from Micro and Small Enterprises (MSME) or are registered with Central Purchase Organization or the concerned Ministries or Department or Startups as recognised by Department of Industrial Policy and Promotion (DIPP) on production of valid registration certificate. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

17. Discrepancy in Quoted Price. Bids with any discrepancy in quoted price will be rejected without any explanation by the school.

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

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

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

DEVELOPMENT OF TRAFFIC PARK – JR WING (AREA 50 Ft X 65 Ft)
AT THE AIR FORCE SCHOOL, SUBROTO PARK, N DELHI-110010.

SI No	ITEMS	QTY / UNIT
(a)	<u>TRAFFIC LIGHTS</u> (i) Light type-LED (ii) Type of Lighting – Outdoor (iii) Body Material- M.S. with powder coated (iv) diameter-4/6/8 inches (v) Power Supply-12v/24v (ac to dc) (vi) Fitting on iron poles (vii) Separate manual 3 switch for every traffic light (viii) Indian Brand Preferred	6
(b)	<u>TRAFFIC LIGHTS (for Pedestrian crossing)</u> (i) Light type-LED (ii) Type of Lighting – Outdoor (iii) Body Material- M.S. with powder coated (iv) diameter-4/6/8 inches (v) Power Supply-12v/24v (ac to dc) (vi) Fitting on iron poles (vii) Separate manual 3 switch for every traffic light (viii) Indian Brand Preferred	2
(c)	<u>DELINATORS/BLINKERS</u> (i) Two modes- Blinkers/Static (ii) Light Type-LED (iii) Type of Lighting-Outdoor (iv) Body Material- M.S. with powder coated (v) Power Supply-Solar (vi) Fitting on iron Poles (vii) Indian Brand Preferred	8
(d)	<u>ROAD SIGN WITH POLE</u> (i) Iron Pole with ACP Sheet (ii) Reflector Sheet	15
(e)	<u>SPEED BREAKERS</u> (i) Sturdy Plastic (ii) Black/Yellow Combination	6
(f)	<u>ZEBRA CROSSING</u> (i) Black & White (ii) With Roadmarker (white enamel paint berger/zebra)	8
(g)	<u>TRAFFIC SIGNAL BOARD</u> (i) Size 6x4 Ft (ii) Iron Frame (iii) Glow Sign Board Star Flex	1
(h)	<u>ENTRANCE BOARD</u> (i) Size 6x2 Ft (ii) Iron Frame (iii) Glow Sign Board, Cut letters glow with led light	1

(j)	<u>RAILWAY TRACK</u> (i) Railway Crossing Track Made of Iron Gadar/L iron (ii) Railway crossing track length 8 to 10 ft	1
(k)	<u>RAILWAY CROSSING/ BARRIER (FATAK)</u> (i) Railway crossing barrier made of Iron Pipe (ii) Height ground level 2.5 ft (iii) Length 6ft up and down with the help of Rope on iron stand	2
(l)	<u>SCHOOL BUILDING</u> (i) Size 4x2x4 (ii) Iron Frame with PVC/ACP sheet and digital printed name	1
(m)	<u>HOSPITAL BUILDING</u> (i) Size 4x2x4 (ii) Iron frame with PVC/ACP Sheet and digital printed name	1
(n)	<u>FOOT OVER BRIDGE</u> (i) Made with welding of iron patti, bars and angles (ii) Size 2ft width, 5 ft height of track, 3 ft height of side railing 8 ft length with stairs	1
(o)	<u>BUS STAND</u> (i) Size 6x2x4 (ii) Iron Frame with PVC/Fibre sheet and digital printed name	1
(p)	<u>STREET LIGHT</u> (i) Street Light with Iron Pole (ii) Height -7Ft	4
(q)	<u>INDOOR WIRING</u> (i) Complete Indoor Wiring (where required) with min 1.5 mm (copper only)	One Job
(r)	<u>TRAFFIC MAN SHED</u> (i) Size 6x2x2 (ii) Iron Frame with PVC/Fibre sheet and digital printed name	1
(s)	<u>DUMMY MODEL OF BUS</u> (i) Model of Min Height 1.5 Ft (ii) Iron Frame with PVC/Fibre sheet and digital print (iii) Manual Moveable	1
(t)	<u>DUMMY MODEL OF TRAIN ENGINE</u> (i) Model of Min height 1.5 Ft (ii) Iron Frame with PVC/Fibre and digital print (iii) Manual Moveable	1
(u)	<u>DUMMY MODEL OF PETROL PUMP</u> (i) Model of Min Height 2.5 Ft (ii) Iron Frame with PVC/ACP sheet and digital print	1
(v)	<u>Provision of Airfield concept (Helipad)</u> (i) Helipad Model (on any footpath area) (ii) Levelling of floor with RCC (iii) Using Black paint marked (H) with white paint	1
(w)	<u>Outer Fencing</u> (i) Height 3 Ft (690 Sq Ft) (ii) Rectangular Structure iron angle with iron net (iii) Hole pass with 8 inches digging (iv) Construction of low height wall (12 Inch) with brick work below all outer fencing.	One Job
(x)	<u>Entrance Gate</u> (i) Width 6 Ft (ii) Height 3 Ft (iii) Rectangular structure form iron angle with iron net (iv) MS iron frame for Gate (Height 6.5 Ft width 6 Ft)	1

(y)	<u>KERB STONE WITH ALL ROAD SIDE & FOOTPATH</u> (i) Size 12x12x4/6 Inches	As per Requirement
(z)	<u>FLOORING WITH INTERLOCKING TILES/RCC</u> (i) Interlocking Tiles (60 mm) or RCC work preferred (ii) Proper leveling of track with debris stone/Red mix before Tilling/RCC	As per Requirement
(aa)	<u>FOOTPATH</u> (i) Footpath with Chequid tiles (ii) Proper leveling debris stone/Red mix before Tilling	As per Requirement
(ab)	<u>PAINTING</u> Paint on all over traffic park where Required (i) Poles (ii) Footpath/Kerb stones (iii) Floor/Halipad (iv) Outer Fencing	As per Requirement
(ac)	<u>ELECTRIC BIKE</u> (i) Battery Operated (ii) For age group 3 to 6 years	1
(ad)	<u>ELECTRIC CAR/JEEP</u> (i) Battery operated (ii) For age group 3 to 6 years	1

Interested agencies/ firms are advised to visit the site for DEVELOPMENT OF TRAFFIC PARK – JR WING at TAFS, Subroto Park, New Delhi prior to submission of the bids to understand the site condition & nature of work required.

2. **Execution Period** – The execution period for subject work services would be **60 days** from the effective date of contract. Please note that Work Order can be cancelled unilaterally by the School in case work is not started within the stipulated time. Extension of contracted execution period will be at the sole discretion of the School.

3. **Consignee Details** - Principal, The Air Force School, Subroto Park, New Delhi - 110010.

4. **Miscellaneous Terms and Conditions:**

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

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

(c) Sealed envelope should contain Commercial Bid & Earnest Money with superscription “**Development of Traffic Park – Jr Wing**”. Commercial Bid should mention only prices in the stipulated format without any condition. The prices shall be filled up both in figures and in words and the total amount shall be calculated and rounded off to the nearest rupee. **No overwriting or use of correction fluid shall be accepted**. Any corrections shall be legible and signed by the authorized signatory.

(d) TAFS accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person. Offers received late/incomplete will be summarily rejected.

(e) 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.

(f) The bidders having past experience of successfully performing similar type of work during last three years are only eligible to submit their tenders.

PART - III**STANDARD CONDITIONS OF RFP**

1. The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Bidder in the Contract) as selected by the School. **The bidder has to put his/her signature with office seal on each page of the RFP as token of read and accepted the terms & conditions of RFP and submit the same alongwith other connected documents under the covering letter on the letter head of their company/firm.** Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **Effective Date of the Contract:** The work service order shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the Contract. The deliveries and supplies and performance of the services shall commence from the effective date of the Contract.
4. **Arbitration:**
 - (a) All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions.
 - (b) Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration.
 - (c) The arbitrator shall be nominated in writing by Chairman Management Committee, The Air Force School, Subroto Park, New Delhi-110010.
 - (d) The sole arbitrator shall have its seat in Delhi.
 - (e) The parties shall continue to perform their respective obligations under this Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of this said arbitration proceedings.
5. **Penalty for use of Undue influence:** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the School or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the School to cancel the Contract and all or any other Contract with the Bidder and recover

from the Bidder the amount of any loss arising from such cancellation. A decision of the School or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the School or to any other person in a position to influence any officer/employee of the School for showing any favour in relation to this or any other Contract, shall render the Bidder to such liability/ penalty as the School may deem proper, including but not limited to termination of the Contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the School.

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

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

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

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

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

- (a) The execution of work is delayed for causes not attributable to Force Majeure for more than seven (07) days from the date of receipt of work order.

- (b) The Bidder is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in Contract.
- (d) The School has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this Contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitrator appointed vide Para 4 (c) of Part III, above.
11. **Notices.** Any notice required or permitted by the Contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
12. **Transfer and Sub-letting.** The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
13. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
14. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

15. **Taxes and Duties:**

(a) **General**

(i) Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of services specified in RFP. In absence of this the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ii) If a Bidder is exempted from payment of any duty/tax up to 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. In such cases, relevant certificate will be issued by the buyer later to enable seller to obtain exemptions from taxation authorities.

(iii) Any change in levies, taxes and duties levied by the Central/State/Local governments such as GST etc. on final product upward as a result of any statutory variation taking place within contract

period shall be allowed reimbursement by the buyer 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 supplier. All such adjustments shall include all reliefs, exemptions rebates, concession etc., if any, obtained by the seller. Section 64-A of sales of Goods Act will be relevant in this situation.

(iv) Levies, taxes and duties levied by the Central/State/Local governments such as GST on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

(b) GST

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

(ii) On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST 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 GST 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 RFP mentioned below which is automatically be considered as part of the contract concluded with the successful Bidder (i.e., Seller in the contract) as selected by the consignee. Failure to do so may result in rejection of Bid.

1. **Performance Security/Warranty Bank Guarantee:** The lowest bidder will be required to furnish a Performance Guarantee by way of Demand Draft or Banker's Cheque or Fixed Deposit or Performance Bank Guarantee in favour of The Air Force School, Subroto Park, New Delhi-110010 through a public sector Bank or a private sector bank authorized to conduct Govt Business **for a sum equal to 05% (Five percent) of the contract value within 30 days of receipt of the work/supply order.** Performance Bank Guarantee should be valid upto 60 days beyond the date of expiry of Defect Liability Period (Warranty Period) of Two Years from the date of completion of project. The PBG will be subject to encashment by the buyer, in case the conditions regarding adherence to the delivery scheduled, settlement of claims and other provisions of the supply order are not fulfilled by the seller.
2. **Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause:** The Contract has a Repeat Order clause, wherein the consignee can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The Bidder is to confirm acceptances of this clause. It will be entirely the discretion of the consignee to place the repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to increase or decrease the quantity of the required items without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the quantity ordered can be increased or decreased by the School within this tolerance limit.
5. **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) 100% payment shall be released within 30 working days from the date of submission of bill on completion of work and joint verification by school officials and you. No interest shall be payable to bidder against their due payment.

(c) **Provision of Electric Sub-Meter:** Contractor is to fix an electric sub meter in consultation with School Authorities for electric work required during execution of subject works services. Electric charges will be as per actual consumption at a flat rate of ₹9.00 per unit, to be borne by the contractor. The same will be adjusted against his bill at the time of payment.

6. **Paying Authority:** The payments of Bills will be made by The Air Force School, Subroto Park, New Delhi-110010.

- (a) Ink-signed copy of contingent bill/seller.
- (b) Ink-signed copy of Commercial invoice/seller' bill.
- (c) Copy of Supply Order/contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (d) 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).
- (e) Certificate on user satisfaction rendered by User Directorates.
- (f) Photocopy of PBG/Indemnity bond where applicable.
- (g) CRVs in two copies.
- (h) Inspection note.
- (j) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST challan, Supplier would require to submit following documents in respect of GST (CGST, SGST and IGST).
 - (i) GST invoice
 - (ii) GST payment receipt/E-receipt/Challan
 - (iii) Relevant pages of electronic ledger register.
 - (iv) Invoice wise bifurcation of total GST paid for relevant month/timer period during which the invoice was issued.
- (k) Guarantee/Warranty Certificate.
- (l) Any other document/certificate that may be provided for in the supply order/contract.

(Note): Depending upon the peculiarities of the procurement being undertaken, documents may be selected from the list given above and specified in RFP and Supply Order/contract. Bidder to submit copy of IT return filled for last three financial years.

7. **Fall clause:** 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.

8. **Risk & Expense clause** : Should the stores or any installment thereof 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 installment 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.

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 Supply/ Work Order), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present Supply/ Work Order.

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

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

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

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

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

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

(a) The Seller warrants that the Development of Traffic Park – Jr Wing executed 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 **Two years** 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) The Seller also warrants that the necessary service and repair back up during the warranty period of work executed by the seller and he will ensure that the total downtime does not exceed 5% of the overall warranty period.

(d) The Seller shall associate technical personnel of 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, if any.

12. **Provision of Water Arrangement:** Contractor will have to arrange suitable quality of water on his own for entire work services. Under any circumstances, school will not be responsible for arrangement of water for the said work. The quality of water being used will have to be as per standard specifications. Provision for storage of water for construction purpose shall also be made by the contractor only.

Part V

EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix 'A'**. Price are to be quoted only in Indian Rupees. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to L-1 will be decided excluding levies taxes and duties such as GST etc. would be the deciding factor for ranking of Bids.
 - (c) The Bidders are required to spell out the rates of customs duty, Excise duty, GST etc. in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted price, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/ quantum of Customs duty / Excise Duty / GST, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.
 - (d) If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - (e) The lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
 - (f) Any other criteria as applicable to suit a particular case.
2. **Price Bid Format:** The Price Bid format is given at **Appendix 'A'** and Bidders are required to fill this up correctly with full details **clearly indicating GST applicable** and put his signature with official seal.

3. **Undertaking:** The bidder has also to submit **CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING** as per the format given at **Appendix 'B'**.
4. **Details of Similar Work:** The bidder has also to submit **Details of Similar Work** carried out during last 5 years as per the format given at **Appendix 'C'**.

COMMERCIAL BID PROFORMA FOR
DEVELOPMENT OF TRAFFIC PARK – JR WING (AREA 50 Ft X 65 Ft)
AT THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI-110010

SI No	Items	Qty / Unit	Rate (Rs)	Amount (Rs)
(a)	<u>TRAFFIC LIGHTS</u> (i) Light type-LED (ii) Type of Lighting – Outdoor (iii) Body Material- M.S. with powder coated (iv) diameter-4/6/8 inches (v) Power Supply-12v/24v (ac to dc) (vi) Fitting on iron poles (vii) Separate manual 3 switch for every traffic light (viii) Indian Brand Preferred	6		
(b)	<u>TRAFFIC LIGHTS (for Pedestrian crossing)</u> (i) Light type-LED (ii) Type of Lighting – Outdoor (iii) Body Material- M.S. with powder coated (iv) diameter-4/6/8 inches (v) Power Supply-12v/24v (ac to dc) (vi) Fitting on iron poles (vii) Separate manual 3 switch for every traffic light (viii) Indian Brand Preferred	2		
(c)	<u>DELINATORS/BLINKERS</u> (i) Two modes- Blinkers/Static (ii) Light Type-LED (iii) Type of Lighting-Outdoor (iv) Body Material- M.S. with powder coated (v) Power Supply-Solar (vi) Fitting on iron Poles (vii) Indian Brand Preferred	8		
(d)	<u>ROAD SIGN WITH POLE</u> (i) Iron Pole with ACP Sheet (ii) Reflector Sheet	15		
(e)	<u>SPEED BREAKERS</u> (i) Sturdy Plastic (ii) Black/Yellow Combination	6		
(f)	<u>ZEBRA CROSSING</u> (i) Black & White (ii) With Roadmarker (white enamel paint berger/zebra)	8		
(g)	<u>TRAFFIC SIGNAL BOARD</u> (i) Size 6x4 Ft (ii) Iron Frame (iii) Glow Sign Board Star Flex	1		
(h)	<u>ENTRANCE BOARD</u> (i) Size 6x2 Ft (ii) Iron Frame (iii) Glow Sign Board, Cut letters glow with led light	1		

(j)	<u>RAILWAY TRACK</u> (i) Railway Crossing Track Made of Iron Gadar/L iron (ii) Railway crossing track length 8 to 10 ft	1		
(k)	<u>RAILWAY CROSSING/ BARRIER (FATAK)</u> (i) Railway crossing barrier made of Iron Pipe (ii) Height ground level 2.5 ft (iii) Length 6ft up and down with the help of Rope on iron stand	2		
(l)	<u>SCHOOL BUILDING</u> (i) Size 4x2x4 (ii) Iron Frame with PVC/ACP sheet and digital printed name	1		
(m)	<u>HOSPITAL BUILDING</u> (i) Size 4x2x4 (ii) Iron frame with PVC/ACP Sheet and digital printed name	1		
(n)	<u>FOOT OVER BRIDGE</u> (i) Made with welding of iron patti, bars and angles (ii) Size 2ft width, 5 ft height of track, 3 ft height of side railing 8 ft length with stairs	1		
(o)	<u>BUS STAND</u> (i) Size 6x2x4 (ii) Iron Frame with PVC/Fibre sheet and digital printed name	1		
(p)	<u>STREET LIGHT</u> (i) Street Light with Iron Pole (ii) Height -7Ft	4		
(q)	<u>INDOOR WIRING</u> (i) Complete Indoor Wiring (where required) with min 1.5 mm (copper only)	One Job		
(r)	<u>TRAFFIC MAN SHED</u> (i) Size 6x2x2 (ii) Iron Frame with PVC/Fibre sheet and digital printed name	1		
(s)	<u>DUMMY MODEL OF BUS</u> (i) Model of Min Height 1.5 Ft (ii) Iron Frame with PVC/Fibre sheet and digital print (iii) Manual Moveable	1		
(t)	<u>DUMMY MODEL OF TRAIN ENGINE</u> (i) Model of Min height 1.5 Ft (ii) Iron Frame with PVC/Fibre and digital print (iii) Manual Moveable	1		
(u)	<u>DUMMY MODEL OF PETROL PUMP</u> (i) Model of Min Height 2.5 Ft (ii) Iron Frame with PVC/ACP sheet and digital print	1		
(v)	<u>Provision of Airfield concept (Helipad)</u> (i) Helipad Model (on any footpath area) (ii) Levelling of floor with RCC (iii) Using Black paint marked (H) with white paint	1		
(w)	<u>Outer Fencing</u> (i) Height 3 Ft (690 Sq Ft) (ii) Rectangular Structure iron angle with iron net (iii) Hole pass with 8 inches digging (iv) Construction of low height wall (12 Inch) with brick work below all outer fencing.	One Job		

(x)	<u>Entrance Gate</u> (i) Width 6 Ft (ii) Height 3 Ft (iii) Rectangular structure form iron angle with iron net (iv) MS iron frame for Gate (Height 6.5 Ft width 6 Ft)	1		
(y)	<u>KERB STONE WITH ALL ROAD SIDE & FOOTPATH</u> (i) Size 12x12x4/6 Inches	As per Requirement		
(z)	<u>FLOORING WITH INTERLOCKING TILES/RCC</u> (i) Interlocking Tiles (60 mm) or RCC work preferred (ii) Proper leveling of track with debris stone/Red mix before Tilling/RCC	As per Requirement		
(x)	<u>FOOTPATH</u> (i) Footpath with Chequid tiles (ii) Proper leveling debris stone/Red mix before Tilling	As per Requirement		
(y)	<u>PAINTING</u> Paint on all over traffic park where Required (i) Poles (ii) Footpath/Kerb stones (iii) Floor/Halipad (iv) Outer Fencing	As per Requirement		
(z)	<u>ELECTRIC BIKE</u> (i) Battery Operated (ii) For age group 3 to 6 years	1		
(aa)	<u>ELECTRIC CAR/JEEP</u> (i) Battery operated (ii) For age group 3 to 6 years	1		
		Sub Total		
		GST @ ____%		
		Total		

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

Signature of Tenderer:_____

Name : _____

Mobile No.:_____

GST No.:_____

PAN No.:_____

ESI Regn No (if applicable):_____

Address:_____

Date:_____

Place_____

Office Stamp:

CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING

DEVELOPMENT OF TRAFFIC PARK – JR WING
AT THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI-110010

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 TAFS, 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:

DETAILS OF SIMILAR WORK

DEVELOPMENT OF TRAFFIC PARK – JR WING
AT THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI-110010

Details of similar Major Work Order with Central Government/State Government/PSUs/Reputed Schools/Colleges during the last three years in the following format: -

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

(Bidder can attach additional sheet to furnish above mentioned information, if required)

Declaration

I hereby certify that the information furnished above is true and correct to the best of my knowledge and belief. 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 Tenderer: _____

Name : _____

Mobile No.: _____

GST No.: _____

PAN No.: _____

ESI Regn No (if applicable): _____

Address: _____

Date: _____

Place: _____

Office Stamp: