

9 WG/819/28/ED

01 Dec 2020

M/S _____

REQUEST FOR PROPOSAL FOR
CONSTRUCTION OF SYNTHETIC BASKET BALL COURT
WITH FENCING AT AF SCHOOL HALWARA (TWO BID)
9WG/EDN/LTE/01/20-21

Dear Sir,

1. **Bids in two sealed covers, one as Technical Bid and the other is commercial Bid are invited for Construction of Synthetic Basket Ball Court with Fencing at AF School Halwara as listed in Part II of this RFP. Please superscribe the above-mentioned Title, RFP No. on the sealed cover to avoid the Bid being declared invalid.**

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

(a) Bids/queries to be addressed to: Chairman SMC
Air Force School Halwara-141106

(b) Postal address for sending the Bids: PO Halwara, Ludhiana-141106

(c) Name/designation of the contact personnel:

For Technical Queries: OIC SPORTS & Commercial Queries: ED AF SCHOOL
Tele: 01624-275466/ mob- 8968269521

(d) Website/ E-mail ID: airforceschoolhalwara.com/ afschool123@yahoo.in

(e) Fax Numbers: As above.

3. This RFP is divided into five Parts as follows:

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

(b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) Part V – Contains Evaluation Criteria and Format for Price Bids.

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

(A Muralidharan)
Wing Commander
ED AF School, Halwara
For & on behalf of Chairman SMC

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 15 Dec 2020 at 1200 hrs.**

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

2. **Manner of depositing the Bids:** Sealed Bids marked as **Tender for Construction of “SYNTHETIC BASKET BALL COURT WITH FENCING AT AF SCHOOL HALWARA” due on 15 Dec 2020** should be either dropped in the Tender Box 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. **Time and date for opening of Bids: 15 Dec 2020 at 1500 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 this base).

4. **Location of the Tender Box: At Sub Guard Room, Air force Station Halwara** only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids: Stn Education Sec, Air Force Station Halwara (AD)-141106.** 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/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two Bid System:** Only the technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found complaint/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids along with Bid document cost of Rs.100/- in form of DD in favor of ‘AF School Halwara’, should be forwarded by Bidders, in separate envelopes and should be marked as **Technical bid and commercial bid** under their original memo / letter pad inter alia furnishing details like ESI/ EPF code, GST number, experience, Financial Strength, Fax/Telephone No. Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Pre – Bid 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. **Clarification regarding contents of the Bids:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarification sought not later 14 (Fourteen) days 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 and upload on AF School Website.

10. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the 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 (EMD).

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. Technical and Commercial bids are not submitted in separate envelopes will be rejected.

12. **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.

13. **Validity of Bids:** The Bids should remain valid for a period of 120 days from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit **Earnest Money Deposit (EMD) of Rs. 35,000/- (Rupees Thirty Five Thousand Only)** along with their Technical bids as Bid Security. The EMD may be deposited in the form of **DD/ Fixed deposit receipt (FDR)/ Term Deposit Receipt (TDRs) or Bank Guarantee** from any of the public sector banks or a private banks authorized to conduct Govt. business as per form DPM-16(Available on MOD web site and can be provided on request) in favour of '**AIR FORCE SCHOOL HALWARA**'. EMD is to remain valid for a period of 45 days beyond the final bid validity period. EMD of the successful bidder will be return to them at the earliest after expiry of the total bid validity And latest on or before 30th day of after the award of the contract. EMD of the successful bidders would be returned, without any interest whatsoever, after the receipt of the Performance security from them as called for in the RFP. EMD is not required to be submitted by those bidders who are registered with central purchase organization i.e. DGS&D, National Small Scale Industries Corporation (NSIC) or any department of MOD or MOD itself. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of their tenders.

PART-II

1. **SCHEDULE OF REQUIREMENT:**

SI No	Items	Area	Specifications
(a)	Synthetic Basket Ball Court	6500 sqft (100ft x 65ft)	(i) Synthetic PP Modular Tiles System (ii) ITF approved System (iii) FIBA, FIVB Standard System (iv) Tiles Size- 304.8mm x 304.8mm x 15.5mm (v) Warranty- 36 Months
(b)	Chain Link Fencing	3300 sqft	(i) Fencing 10 feet height (ii) 12 guage 2 inches dia pipe of mild steel spaced 10 feet apart on all four sides of the court with one or two gates (iii) Top and bottom of the chain link have 1 ½ inches dia pipes and the chain link have 3mm thick GI wire spaced 2 inches apart.

2. **Technical Details: Technical Specification of construction of** indoor badminton hall with two courts at AF School Halwara is placed as Annexure A to RFP.

3. **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 in the following format (Annexure B) and Sample/ Blue print of **Construction of Synthetic Basket Ball Court with fencing at AF School Halwara** to be attached along with Technical Bids.

Para of RFP specification item wise	Specification of items Offered	Compliance to RFP specification-whether Yes/No	In case of non-compliance, deviation from the RFP to be specified in unambiguous terms

4. **Delivery Period: 45 days from the date of issue of Supply Order.**
5. **Terms of Delivery: FOR i.e. Air Force School Halwara.**
6. **Consignee Details: Chairman SMC AF School Halwara (AD)-141106 Ludhiana, (Punjab)**

PART III – STANDARD CONDITIONS OF RFP

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

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

2. **Effective Date of the Contract:** The supply order shall come into effect on the date of acknowledgement of receipt (Effective Date) and shall remain valid until the completion of the obligations of the parties under the supply order. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on 176 the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to

recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 30 days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the supply order 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 Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

14. **Goods and Service Tax (GST):**

(a) After implementation of GST regime by the Govt of India w.e.f. 01 Jul 17, all the taxes such as Customs Duty, Excise Duty, VAT/CST, Service Tax, Octroi Duty etc have been subsumed into a common tax i.e. GST. Hence, bidders are requested to clearly, specifically and mandatorily to quote as per GST rule. HSN code of items and percentage of applicability of GST with respect to HSN codes is to be specifically stated in the price bid of the tender. GST is to be quoted separately for each line of item and as per HSN code. In case if nil GST is applicable as per Govt notification, same is to be clearly spelt out as "**NIL GST**". Bidders are to quote HSN code correctly. In case, if HSN code mentioned by the different firms for same item is different, it would be verified by the buyer for correctness. Applicability of GST% as per correct HSN code will then be decided by the buyer.

(b) Only those firms, which are GSTIN registered, are eligible to quote against this tender. Bidders are to mandatorily submit valid GSTIN registration certificate along with a copy of "**GST return filed**" during preceding quarter along with the bids.

(c) Bids will be summarily rejected if bidders are not adhering to the above guidelines.

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

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **10% of the contract** value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause:** N/A.

3. **Repeat Order Clause:** N/A.

4. **Tolerance Clause:** N/A.

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/EFT 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). 100% payment will be made on delivery and acceptance on production of the requisite documents.

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

7. **Paying Authority:** Senior Accountant Officer, Air Force Station Halwara.

The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

(i) Ink-signed copy of contingent bill / Seller's bill in duplicate.

Signature of Seller

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Signature of Buyer

- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Supply Order.
- (iv) Exemption certificate for Excise duty if applicable.
- (v) Guarantee / Warranty certificate.
- (vi) Performance Bank guarantee / Indemnity bond where applicable.
- (vii) DP extension letter with CFA's sanction, indicating whether extension is with or without LD.
- (viii) 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).
- (ix) Any other document / certificate that may be provided for in the Supply Order / Contract.

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

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

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

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods 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 Seller 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/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto 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".

9. **Risk & Expense clause:**

(a) Should the Synthetic Basket Ball Court with fencing 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 Synthetic Basket Ball Court with fencing 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.

(b) Should the Synthetic Basket Ball Court with fencing or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof

tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 25% of the value of the contract."

10. **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. 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.

(b) 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.

(c) 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.

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

11. **Packing and Marking:** N/A

12. **Quality:** The Synthetic Basket Ball Court with fencing delivered should be of best quality as per specification mentioned in Part-II of this RFP.

13. **Quality Assurance:** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery. The item should be supplied exactly as per sample only. Any deviation may lead to rejection of supply and cancellation of Supply Order.

14 **Inspection Authority OIC Sports** or his representative of Air Force Station Halwara will be the inspection authority.

15. **Claims.** The following Claims clause will form part of the contract placed on successful Bidder –

(a) The quality claims for defects or deficiencies in quality noticed during the PRI shall be presented within 45 days of completion of PRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(b) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(c) The Seller shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Seller's arrangement.

(d) The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Seller's representative stationed in India.

16. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder –

(a) Except as otherwise provided in the invitation tender, the Seller hereby declares that the said schedule of requirement to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract. The Seller hereby guarantees that the said schedule of requirement would continue to conform to the description and quality aforesaid for a period of 36 months during use. The said schedule of requirement to the Buyer or 36 months from the date of initiation of work by the Seller's work whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said schedule of requirement, if during the aforesaid period of 36 months the said schedule of requirement be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Seller and the Buyer shall be entitled to call upon the Seller to rectify the said schedule of requirement or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the said schedule of requirement rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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 commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(c) In cases where only indigenous Bidders are competing for deciding lowest tender. GST would not be considered for deciding lowest tender. However same would be confirmed for deciding total value of the proposal.

(d) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of the State Bank of India on the date of the opening of Price Bids.

(e) If there is a 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.

2. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Basic cost of the item/items: Item Unit price Qty, Total Bidders are to mentioned GST number & HSN Code mandatorily. All the fields are to filled properly.

SI No	Items	Price per square feet	Area	Specifications	Total Price
(a)	Synthetic Basket Ball Court		6500 sqft (100ft x 65ft)	(i) Synthetic PP Modular Tiles System (ii) ITF approved System (iii) FIBA, FIVB Standard System (iv) Tiles Size- 304.8mm x 304.8mm x 15.5mm (v) Warranty- 05 year	
(b)	Chain Link Fencing		3300 sqft	(i) Fencing 10 feet height (ii) 12 guage 2 inches dia pipe of mild steel spaced 10 feet apart on all four sides of the court with one or two gates (iii) Top and bottom of the chain link have 1 ½ inches dia pipes and the chain link have 3mm thick GI wire spaced 2 inches apart.	
				Cost	
				GST @ %	
				Gross Total	

L1 firm will be decided based on the total amount for all the 05 lines mentioned above taken together as a whole and not for individual lines. In case of multiple L1, situation experience and financial position would be considered for arriving at L1. Bids without sample will be rejected.

- (a) *GSTIN Number
- (b) Taxes are to be shown separately
- (c) Installation / Commissioning charges
- (d) Training
- (e) Technical literature
- (f) Tools
- (g) AMC with spares
- (h) AMC without spares
- (j) Any other item
- (k) Grand Total:
 - (i) Excluding AMC and spares
 - (ii) Including AMC with spares
 - (iii) Including AMC without spares

3. This RFP is being issued without any prejudice and nil commitments please. It may please be noted that the purchaser reserves the right to change or vary any part thereof at any stage. Purchaser also reserves the right to withdraw the RFP, should it be so necessary at any stage.

4. **Each page of this RFP be stamped and initialed by your authorized signatory and returned along with your valuable offer please.**

5. Kindly acknowledge receipt.

(A Muralidharan)
Wing Commander
ED AF School, Halwara
For & on behalf of Chairman SMC

Annexure A

**TECHNICAL DETAILS FOR CONSTRUCTION OF SYNTHETIC BASKET BALL COURT
WITH FENCING AT AF SCHOOL HALWARA**

SI No	Items	Area	Specifications
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(a)	Synthetic Basket Ball Court	6500 sqft (100ft x 65ft)	(i) Synthetic PP Modular Tiles System (ii) ITF approved System (iii) FIBA, FIVB Standard System (iv) Tiles Size- 304.8mm x 304.8mm x 15.5mm (v) Warranty- 36 Months
(b)	Chain Link Fencing	3300 sqft	(i) Fencing 10 feet height (ii) 12 guage 2 inches dia pipe of mild steel spaced 10 feet apart on all four sides of the court with one or two gates (iii) Top and bottom of the chain link have 1 ½ inches dia pipes and the chain link have 3mm thick GI wire spaced 2 inches apart.

(A Muralidharan)
Wing Commander
ED AF School, Halwara
For & on behalf of Chairman SMC