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स्टेशन शिक्षा अनुभाग  
Stn Education Sec  
वायुसेनास्टेशनमनौरी  
AF Stn Manauri

24ED/2738/55/EDN (BM)

09 September 2022

**INVITATION OF BIDS: AIR FORCE SCHOOL, MANAURI**

Invitation of Bids for development and installation of Sports infrastructure (CONSTRUCTION OF SYNTHETIC ACRYLIC VOLLEYBALL COURT, SYNTHETIC ACRYLIC LAYERING OF BASKETBALL COURT AND BADMINTON COURT AT AIR FORCE SCHOOL MANAURI , 24ED AF STN MANAURI)

Request for Proposal (RFP) No. 01/22 dated: Sep 22

1. Bids in sealed cover are invited for Development and Installation of Sports Infrastructure (CONSTRUCTION OF SYNTHETIC ACRYLIC VOLLEYBALL COURT, SYNTHETIC ACRYLIC LAYERING OF BASKETBALL COURT AND BADMINTON COURT). Please super-scribe the above mentioned Title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

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

- |     |  |   |   |
|-----|--|---|---|
| (a) | Bids/queries to be addressed to            | : | <b>Executive Director</b>   |
| (b) | Postal address for sending the Bids        | : | <b>Air Force School, Manauri<br/>AF Station Manauri (24ED)<br/>Prayagraj (UP) -212212</b> |
| (c) | Name of the contact personnel              | : | <b>Executive Director</b>   |
| (d) | Telephone Number for the contact Personnel | : | <b>8628827979</b>   |

3. 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.

4. **Mode of Publication of RFP:** RFP will be published in one English and one vernacular newspaper and uploaded in AF School website [www.afsmanauri.edu.in](http://www.afsmanauri.edu.in) 10 days prior to depositing of bids.

## Part I- General Information

1. Last date and time for depositing the Bids: **17 Oct 22(1200hrs)**

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

2. Manner of depositing the Bids: **Sealed bids should be either dropped in the Tender Box at Air Force Station, Manauri (Sub Guard Room) 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 (unless they have been specifically called for by these modes due to urgency).**

3. Time and date for opening of Bids: **1000H on 18 Oct 22** (if due to any exigency, the due date for opening of the bids is declared a closed holiday, the bids will be opened on the next working day at the same time or on any other day/time, as intimated by the buyer.

4. Location of the Tender Box: **Sub Guard Room, Air Force Station, Manauri, Allahabad -212212(UP).** Only those bids that are found in the tender box/received through Regd. Post/ Courier will be opened. Bids dropped in the wrong tender box will be rendered invalid.

5. Place of Opening of bids: **AF School,Manauri.**

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 bidders' representative.

6. Forwarding of Bids: Bids should be forwarded by bidders in two separate sealed envelopes for **Technical and Commercial Bid** under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

7. Clarification Regarding Contents of the RFP: A prospective bidder who requires clarification regarding contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 7(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.

8. 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 the 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 EMD.

9. Clarification Regarding Contents of the Bids: During evaluation and comparison of bids, the buyer may, at his discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices of substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. Rejection of Bids: Canvassing by the bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of Bid. Conditional tenders will be rejected and the amount of Earnest Money Deposit (EMD) will be forfeited.

11. 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.

12. Validity of Bids: The bids should remain valid till 04 months (date) from the last date of submission of the bids.

13. Earnest Money Deposit (EMD) Amount: Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 70,000/- 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 in favour of "Air Force School, Manauri". The EMD should be payable at Prayagraj. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Bank Guarantee (PBG) 03% from them as called for in the contract.

14. Pre-Bid Conference: Pre -Bid Conference will be arranged seven days prior to depositing of bids.

## Part-II Essential Details of Items/Services required

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

1	2	3
SL NO.	NAME OF ITEMS	QTY
1.	CONSTRUCTION OF SYNTHETIC ACRYLIC VOLLEY BALL COURT	01
2.	SYNTHETIC ACRYLIC LAYERING OF BASKETBALL COURT	01
3.	SYNTHETIC ACRYLIC LAYERING OF BADMINTON COURT	01

2. **Technical Details:-**

1	2		
SI No.	Technical Specification	Qty	Units

<p>1.</p>	<p><b>Volleyball Court</b></p> <p>Construction of base for volleyball court including preparation base as per required slope and level including laying 75 mm thick PCC (1:4:8), 75 mm thick CC (1:2:4) and cutting of joint and filling with flexible material.</p> <p>Providing and laying.</p> <p>8 layers System Synthetic Acrylic for Synthetic Volleyball Court</p> <ul style="list-style-type: none"> <li>(a) (1 layer) Concrete Primer</li> <li>(b) (2 layer) Resurfacer</li> <li>(c) (3 layer) Cushion Rubber</li> <li>(d) (2 layer) Top Coat</li> <li>(e) White line Marking as per standard.</li> </ul>	<p>3875</p>	<p>Sqft</p>
<p>2.</p>	<p><b>Badminton Court</b></p> <p>Providing and laying</p> <p>8 layers System Synthetic Acrylic for Synthetic Badminton Court</p> <ul style="list-style-type: none"> <li>(a) (1 layer) Concrete Primer</li> <li>(b) (2 layer) Resurfacer</li> <li>(c) (3 layer) Cushion Rubber</li> <li>(d) (2 layer) Top Coat</li> <li>(e) White line Marking as per standard.</li> </ul>	<p>1250</p>	<p>Sqft</p>
<p>3.</p>	<p><b>Basket Ball</b></p> <p>Providing and laying</p> <p>8 layers System Synthetic Acrylic for Synthetic Basket Ball Court</p> <ul style="list-style-type: none"> <li>(a) (1 layer) Concrete Primer</li> <li>(b) (2 layer) Resurfacer</li> <li>(c) (3 layer) Cushion Rubber</li> <li>(d) (2 layer) Top Coat</li> <li>(e) White line Marking as per standard.</li> </ul>	<p>6542</p>	<p>Sqft</p>

3. **Two-Bid System** – Yes. Bidders are requested to furnish clauses by clauses of specification bringing out clearly the deviations from specification if any. The bidders are advised to submit the compliance statement in the following format along with technical bid-

Para of RFP Specification wise	Specification of item offered	Compliance to RFP specification whether Yes or NO.	In case of non compliance, deviation from RFP to be specified in unambiguous term
1.			
2.			
3.			

4. **Delivery Period** - Delivery/completion period for supply of items would be 50 days from placing the supply order. Please note that Contract can be cancelled unilaterally by the buyer in case items are not received within the contracted delivery period. Extension of contracted delivery completion period will be at the sole discretion of the buyer, with applicability of Liquidated Damages (LD) clause.

5. **INCO terms for Delivery and Transportation** – (“E” /“F” /“C” /“D” Terms): N/A

6. **Consignee details** - **Executive Director**  
**Air Force School Manauri**  
**Air Force Station Manauri (24ED)**  
**Prayagraj-212212(UP)**

### 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 (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 the Bid submitted by 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. 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 DPF-7, DPF-8, and DPF-9 (Available in MoD website and can be provided on request).
4. Access to Books of Accounts. In case it is found to be 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.
5. 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.
6. Liquidated Damages. In the event of the Seller's failure to submit the bonds, guarantees and documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the buyer may, at his discretion, withhold any payment until the completion of the contract. The buyer may also deduct from the seller as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
7. Termination of contract. The buyer shall have the right to terminate this contract in part or in full in any of the following cases.
- (a) The delivery/completion of the material/project is delayed for causes not attributable to Force Majeure for more than one month after the scheduled date of delivery.
  - (b) The Seller is declared bankrupt or becomes insolvent.
  - (c) The Buyer has noticed that the seller has utilized the services or 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.
8. 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 mail/e-mail, addressed to the last known address of the party to whom it is sent.

9. 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.

10. 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 construction or use. The seller shall be responsible for the completion of the supplies including actual specification of materials used for construction of the said work.

11. 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.

## 12. Good Service Tax.

### (a) General

(i) Bidder must indicate separately the relevant GST likely to be paid in connection with delivery of completed goods 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 GST up to any value of supplies from them, he should clearly state that no such GST 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 GST, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the seller to obtain exemptions from taxation authorities.

(iii) Any changes in Good Service Tax levied by central/state/local governments such as CGST & SGST on the final product upward as a result of any statutory variation taking place within the contract period shall be allowed reimbursement by the buyer, to the extent of actual quantum of such duty/tax paid by the seller. Similarly, in case of downward revision in GST, the actual quantum of reduction of GST shall be reimbursed to the buyer by the seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the seller. Section 64A of sales of goods act will be relevant in this situation.

(iv) Good Service Tax levied by central/state/local governments such as CGST & SGST 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 buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.



## Part IV- Special Condition 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 Bank Guarantee: The bidder will be required to furnish a Performance Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 3% of the Supply Order value within 30 days of receipt of the confirmed order. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty.
2. 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 10% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the buyer within this tolerance limit.
3. Payment Terms for Indigenous Sellers. 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)/ The payment will be made as per the following terms, on production of the requisite documents: 100% payment on complete installation and successful commissioning.
4. Warranty The seller will be bound to give the coverage of two years warranty from the date of acceptance/completion of the supply/ project. He/She will repair/replace the defect/ unserviceable part of the store/ project within 10 to 15 days of buyer's intimation during the warranty period.
5. Paying Authority: Executive Director, Air Force School Manauri, 24ED, AF Station Manauri, Dist-Prayagraj-212212
  - (a) Indigenous Sellers. (Name and address, contact details) 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 Commercial Invoice/ Seller's bill.
    - (ii) Copy of Supply Order/Contract.
    - (iii) CRVs in duplicate.

- (iv) Inspection note.
- (v) Exemption certificate for Excise duty/ Customs duty, if applicable.
- (vi) Guarantee/ Warranty certificate.
- (vii) Performance bank guarantee/ Indemnity bond where applicable.
- (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.
- (x) Any other document/certificate that may be provided for in the Supply Order/ Contract.
- (xi) User Acceptance Certificate.
- (xii) Photocopy of PBG.

6. Fall Clause The following Fall Clause will form part of the contract placed on successful bidder-

(a) The price charged for the stores/ project supplied/ constructed 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/ 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 Seller reduces the sale price, sells or offer to sell such stores to any person/ organization including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or Stage Government as the case may be at a price lower than the price chargeable under the contract, he/she shall forthwith notify such reduction or the Buyer 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 the prices charged for normal replacement.

(iii) Sale of goods at lower price on or after the dates 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/ 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. Specification. The following Specification clause will form part of the contract placed on successful Bidder – The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/ requirements recommended after the Evaluation.

8. Transportation. The stores/projects shall be delivered/completed at the consignee's addresses as specified.

9. Quality. The quality of the stores/project delivered/ completed according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores/ project for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

10. Inspection Authority. The Inspection will be carried out by Project Monitoring Group headed by Commissioned Officer(Stn Sport Offr) as detailed at address specified. The mode of inspection will be Departmental Inspection/ User Inspection/ Joint Inspection.

11. Claims. The following claims clause will form part of the contract placed on successful Bidder-

(a) The claims may be presented either on quantity of the stores/ projects, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing, or on quality of the stores/projects, where quality does not correspond to the quality mentioned in the contract.

(b) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods/ works. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods/works. 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).

(d) 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 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.

(e) 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.

(f) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Air Force School, Manauri.

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

#### **Part V- Evaluation Criteria & Price Bid Issues.**

1. Evaluation Criteria- The broad guidelines for evaluation of Bids will be as follows:

(a) The bidder is to categorical mention his compliance/ non compliance of the technical specification of the project/work. Only those Bids will be evaluated for Commercial Bid which is found to be fulfilling all the eligibility and qualifying requirements of the RFP and Technical Specifications.

(b) Technical Bid Format. The Technical Bid Format is given below and Bidders are required to strike out the option which is not required in the acceptance column and sign.

1	2
Technical Specification	Acceptance
Technical Specifications given in SI NO. 02, Pt-II of the ibid SOC.	Complied/ Not Complied
1.	
2.	
3.	
Signature of the Bidder	

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

1	2	3	4	5
SI NO.	Name of the Item	Qty	Unit Cost	Total Cost
1.	Construction of synthetic acrylic volleyball court	01		
2.	Synthetic acrylic layering of basketball court	01		
3.	Synthetic acrylic layering of badminton court	01		

(b) The lowest Bid will be decided upon the lowest price quoted by the particular bidder as per the commercial bid format given above. 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 not be considered. The basic cost to the buyer would be the deciding factor for ranking of bids.

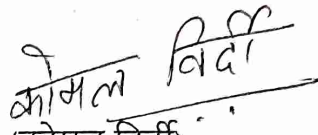
(ii) The bidders are required to spell out the rates of customs duty, Excise duty, VAT, Service Tax etc in unambiguous terms; otherwise their duties will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.

(iii) 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.

(c) 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 will have the right to award contracts to different bidders for being lowest in particular items. 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.

(d) In case of Indian bidders, excise duty on fully formed equipment, VAT/Sales Tax and other Local levies i.e. Octroi, Entry tax etc quoted by Indian bidders would not be considered for purpose of comparison of various bids.

  
(कोमल विर्दी)  
(Komal Viridi)  
स्कवाडून लीडर  
Sqn Ldr  
कार्यकारी निदेशक  
वायु सेना विद्यालय मनौरी  
Executive Director  
AF School Manauri