

Please quote in this Tender Form only. Separate sheets if required may be attached on firm's letter head duly signed by authorized signatory / representative. All pages must be stamped and signed]

Tele: 4111-7630/23411081 (Extn – 7631-33)
e-mail: hebbalaf@gmail.com
Mob : 9019667012

Air Force School Hebbal
HQ Training Command (Unit)
JC Nagar Post
Bangalore – 560 006

TCU/2713/31/EDN BM II

28 DEC 23

INVITATION OF COMMERCIAL BID FOR PRINTING OF SCHOOL DOCUMENTS FOR THE YEAR 2023-24 : AIR FORCE SCHOOL HEBBAL BANGALORE – 560 006

TENDER NO. (2713/31/EDN-AFSH) -2023

Dear Sir / Madam,

1. The sealed bids for subject contract as per the Schedule of Requirement (SOR) to be submitted by dropping in the tender box kept at Main Guard Room of Headquarters Training Command, Air Force near Mekhri circle or to be sent by Regd Post. The envelope containing bids should be superscribed "**PRINTING OF SCHOOL DOCUMENTS FOR AIR FORCE SCHOOL HEBBAL BANGALORE – 560 006, TO BE OPENED BY BOARD OF OFFICERS**" by XXXXXX. The envelope should be addressed to the "**Chairman, AFS Hebbal, HQ TC (U), AF, JC NAGAR PO, HEBBAL, BANGALORE – 560 006**" (hereinafter referred to as the "**Authority**"). The responsibility to ensure timely submission of the bids rests with the bidders. Bids dropped in the wrong tender box will be rendered invalid.

2. Response to the tenders is to be submitted in the RFP under the **covering letter typed on original Memo/Letter head of the firm** itself strictly with reference to the 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 later stage. The bids sent by Regd post should be additionally superscribed in bold letters as "**NOT TO BE OPENED BY CENTRAL REGISTRY OR ANY OTHER AGENCY OTHER THAN BOOs.**"

3. The bidders while submitting the bill shall also furnish inter alia details like TIN Number / VAT / Service Tax Number, E-mail address of Office, Fax number etc., Relevant Certificate for VAT / CST / ST etc.,.

(.....)
Seal and signature of bidder

Date:/...../2023

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

Executive Director
Air Force School Hebbal
Headquarters Training Command (Unit), Air Force
JC Nagar-PO, Hebbal, Bangalore - 560 006
Phone : 23411081 / 7630-31 / 7955

5. This RFP is divided into four 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.

(c) Part III – Contains Evaluation Criteria and Format for Price Bids.

(d) Part IV – Special Terms and Conditions of RFP.

(e) Part V – Evaluation criteria and Price Bid Issues

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

7. **All the pages of RFP are required to be signed by the bidders with firm's seal, failing which the bids are liable to be rejected summarily.**

8. Schedule for opening of bids is as follows :- **(Time and date for opening of Bids)** :

Critical Information

(RFP No. TCU/2713/27/EDN BM II dated 28 Dec 23)

1	RFP No. & Date	Tender No: <u>2713/31/EDN-AFSH -2023</u> dated 28 Dec 23
2	Purpose of RFP	The tender document can be downloaded from http://eprocure.gov.in by using bidder login and also from the school website www.afshebbal.ac.in
3	Tender Cost	NIL
4.	Earnest Money Deposit (EMD) Bank Name DD No : Amount for Rs. Dated :	Rs.20,000/- [to be submitted in form of demand draft/ in favour of OIC AFSH payable at Bengaluru to be attached along with Bid.

(.....)
Seal and signature of bidder

Date:/...../2023

5	Address for Bid Submission	The Executive Director Air Force School Hebbal Head Quarters Training Command (Unit), JC Nagar Post, Hebbal Bengaluru - 560006 Contact No:- 080 -23411081 / 7631 /7633 Email : hebbalaf@gmail.com
6	Bid Validity	120 days from the last date of bid submission.
7	Time and Date of opening of bids	08 Jan 2024 1115hrs
8	Place of opening of tender & Venue of Pre-Bid conference	Unit Education Section, HQTC (U), JC Nagar Post, Hebbal, Bengaluru – 560006 (Near Mekhri Circle)
9	Date of issue of Bid document (Web download)	The tender document can be downloaded from http://eprocure.gov.in by using bidder login
10	Duration of Contract,	Till the completion of printing of school documents as per the specifications mentioned in tender document and satisfactory delivery of all printing documents
11	Note	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.
12	Queries / Email to be Addressed to:	hebbalaf@gmail.com
13	Delivery Period	30 (THIRTY) days from the date of receipt of ink signed supply order for all documents.

Yours Sincerely,

Sd/-
(Anisha Hatwal)
Wing Commander
Executive Director
For Chairman, AF School Hebbal

(.....)
Seal and signature of bidder

Date:/...../2023

PART I – GENERAL INFORMATION

1. Critical Dates. The critical dates with respect to the **RFP NO: EDN/2713/31/EDN /2023**
Dated: 28 Dec 23.

CRITICAL DATE SHEET			
SI No	Item	Date	Time
(a)	Publish Date	28 Dec 23	1400hrs
(b)	Bid Document Download Start Date	29 Dec 23	0900hrs
(c)	Clarification Start Date	29 Dec 23	1000h
(d)	Bid Submission Start Date	01 Jan 24	0900h
(e)	Clarification End Date	04 Jan 24	1000h
(f)	Pre Bid Meeting (Refer Para 23, Part I of RFP)	03 Jan 24	1100h
(g)	Bid Submission End Date	08 Jan 24	1100h
(h)	Bid Document Download end date	07 Jan 24	1800h
(j)	Bid Opening Date for Physical Verification of Documents	08 Jan 24	1115h

2. The purpose of RFP is to shortlist vendors for printing and supply of school documents. Details of the printing specifications of each document are given in the subsequent sections of this tender document.

3. All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to; the attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by Air Force School Hebbal will be borne entirely and exclusively by the Respondent.

4. No binding legal relationship will exist between any of the Respondents and the authorities of Air Force School Hebbal until execution of a contractual agreement.

5. A Recipient will, by responding to Air Force School Hebbal for RFP, be deemed to have accepted the terms of this Introduction, Disclaimer and bid in totality.

6. Air Force School Hebbal may, in its absolute discretion, seek additional information or material from any of the Respondents after the RFP closes / further and all such information and material provided must be taken to form part of that Respondent's response.

7. Respondents should provide details of their contact person, telephone, fax, email and full address(s) to ensure that replies to RFP could be conveyed promptly.

8. If Air Force School Hebbal in its absolute discretion, deems that the originator of the question will gain an advantage by a response to a question, then Air Force School Hebbal reserves the right to communicate such response to all Respondents.

9. Air Force School Hebbal may, in its absolute discretion, engage in discussion or negotiation with any Respondent (or simultaneously with more than one Respondent) after the RFP closes to improve or clarify any response.

(.....)
Seal and signature of bidder

Date:/...../2023

10. Air Force School Hebbal is not obliged to provide any reasons for any such acceptance or rejection.

11. 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.

12. Manner of Depositing the Bids: Please quote in this Tender Form only. Separate sheets if required may be attached on firm's letter head duly signed by authorized signatory / representative. All pages must be stamped and signed. **The bids should be submitted physically in the sealed condition and to be dropped in tender box prior to bid submission closing date in the following manner:-**

- (a) **Cover - 1.** Cover-1 will contain the EMD or proof of EMD exemption.
- (b) **Cover - II.** Commercial bid will be submitted as **Cover II** and should be as per prescribed format of Annexure-III of RFP including following.
 - (i) PAN No, GST Regn certificate.
 - (ii) **Tender Conditions Acceptance Certificate:** The bidder shall certify for acceptance of all the tender conditions of the RFP. The certificate duly signed shall be submitted as per Annexure-IV of RFP. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be uploaded.

13. Location of the Tender Box: Main Guard Room, (Main Gate) of Training Command (Unit), AF, JC Nagar PO, Near Mekhri Circle, Bangalore –560 006 marked as AIR FORCE SCHOOL HEBBAL. Following guidelines may be followed while submitting the requisite physical document as indicated in the RFP. Cover-I (EMD, all pages of duly stamped & signed RFP and along with filling up of commercial bid should be dropped in the Tender Box.

- (a) The physical receipt of specified documents shall be mandatory prior to **bid submission end date & time** mentioned at critical date sheet at 1 above.
- (b) The non-receipt of the physical documents shall result in rejection of bid.
- (c) Only those documents specified in the tender document and found in the tender box will be opened.
- (d) Bids dropped in the wrong tender Box will be rendered invalid.

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Seal and signature of bidder

Date:/...../2023

(e) The envelope containing the requisite physical documents should be addressed to Executive Directive Air Force School Hebbal, Bangalore – 560 006. The requisite documents may be sent **By Hand/Speed Post/Courier**. The bids sent by Speed post / Courier should be additionally super scribed in bold letters as “**NOT TO BE OPENED BY CENTRAL REGISTRY**”. However, it is the sole responsibility of the tenderer to ensure requisite physical documents are received in the buyer's office prior to bid submission end date & time. The buyer by no means will be responsible for any delay in receipt of requisite documents.

(f) No post-bid clarification on the initiative of the bidder will be entertained.

14. **Opening and verification of Documents:** The physical verification of the documents will be done at the Office of OIC AF School, Hebbal Bangalore – 560 006 on the bid opening day.

15. **Forwarding of Bids:** The documents should be deposited physically as per instructions envisaged Para 12 and 13 above. The physical receipt of these documents is mandatory. The bids shall not be accepted if these documents are not received prior to bid opening.

16 **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, if any not later than **03 (Three)** days after publishing date. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

17. **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 appropriate authority. 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.

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

19. **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.

20 **Validity of Bids:** The Bids should remain valid for **120 days** from the last date of bid submission / date of opening of tenders. The Prices and other terms offered by Bidders must be firm for an acceptance period of **120 days** from date of closure of this **RFP**. In exceptional circumstances the **User** may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing. The Bid security provided shall also be extended. The **User**, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

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Seal and signature of bidder

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22. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.20,000/-** along with the bids. The EMD may be submitted in the form of an Account Payee Demand Draft, PBG, Fixed Deposit Receipt from any of the public sector banks authorized to conduct government business in favour of "**OIC AFSH" Bengaluru**. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract..The Bid Security of the successful bidder (L1 bidder) would be returned, without any interest whatsoever, after the receipt of Performance Security from them.

EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (CPO) or any Department of MoD or MoD itself or Startups as recognised by department for promotion of industry and internal trade (DPIIT) or Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).

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. Bid received with EMD / valid EMD exemption at bid opening day will be considered. Post-dated EMD / plea for EMD exemption will not be considered. No clarification / representations regarding EMD will be entertained.

(a) **Exemption to the Vendors Registered as MSE and Start-ups** - Under MSE and start-ups category, only manufacturers of offered product (for goods category tender) and original service provider of offered service (for service category tender) i.e. OEM of products / services are only eligible for exemption from EMD. Traders / resellers are not allowed for such exemption (Section 2 (e) of MSME Act 2006 refers).

(b) **Exemption to the Vendors Registered with Department of MoD** - Department of MoD means Air Force, Navy, Army and DRDO not the Command HQs and field units. Hence the vendors registered with Air HQ, Army HQ, Navy HQ and DRDO HQ (Delhi) is only exempted from EMD. Such registration should be for same item/range of products/goods or services as required in the bid.

(c) **Exemption to the vendors registered with Central Purchase Organization (CPO)** - Vendors registered with CPO for same item/range of products/goods or services as required in bid are only exempted from EMD.

23. Pre Bid Conference. Interested firms may visit the school before quoting for better & realistic assessment. A Pre bid Conference with potential bidders for clarifying issues and doubts, if any about the scope of work is scheduled. Pre bid conference of the subject work would be held in the Office of the Unit Education Section, Head Quarter Training Command (Unit), JC Nagar Post, Bengaluru – 560 006. The scope of work is detail in nature and hence is susceptible to minor changes / requirement on ground hence those bidders who do not participate in Pre bid meeting / conference to understand the necessities of the work required and quote independently without school visit & discussion will be required to carry out work as per User satisfaction within the rate quoted and the same if not acceptable their bid will be rejected. Bidders are requested to attend a Pre-bid conference for clarification on conditions of the Tenders, on the time, Date and Place mentioned therein. Participation in such Pre-bid Conference is not mandatory, however, in case a bidder chooses not to participate (or fails to do so), it shall be assumed that they have no issues regarding the -

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Seal and signature of bidder

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commercial specifications/ conditions and no subsequent representations from them in this regard shall be entertained.

24. No alterations/amendments in the bid will be permissible after opening of the bids. **Alterations/amendments in the bids should clearly be rounded off and initialed by the representative of the firm under whose signature the bids have been submitted.**

25. Bids sent by FAX/e-mail will not be considered.

26. **Acceptance of standard conditions of RFP** : The Bidder is required to give confirmation of acceptance of Standard Conditions of the Request for Proposal mentioned which will automatically be considered as part of the Contract concluded with the successful Bidder as selected by the Board of Officers. Failure to do so may result in rejection of Bid submitted by the Bidder.

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Seal and signature of bidder

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PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

RFP No: - EDN/2713/31/EDN /2023 Dated: 28 Dec 23

1. **Schedule of Requirements.** List of items / services along-with detailed specifications is placed at **Annexure-I** of RFP.

Special Note: Packing & Marking as per Para 9 of Part IV of RFP.

2. **Single Bid System:** The tender is of single bid (Commercial bid evaluation) and L1 will be decided on total amount excluding taxes etc.

3. **Delivery Period (DP):** Delivery period for supply of items would be **30 days** from the effecting date of contract (as defined in Para 2 of Part – III of this RFP). 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 will be at the sole discretion of the Buyer, with applicability of LD clause.

4. **Terms of Delivery:** Delivery includes designing, proof reading, printing & supply at site. The rates are invited on FOB (Freight on Board) Destination basis i.e. free delivery to Buyer's address mentioned in Para 05 below at seller's cost inclusive of all charges such as packing, freight charges, transit insurance etc.

5. **Consignees Details:**

Executive Director
HQTC (U), JC Nagar Post, Hebbal Air Force School Hebbal
Bangalore, Karnataka - 560006.

6. **Indenter:-** Executive Director Air Force School.

7. The bidders/tenderers should enclose the following documents along with the tender (whichever is applicable), failing which the tender is liable to be ignored:-

- (a) Complete bid/ tender documents supplied i.e. **Parts I, II, III, IV & V** duly filled up, signed and stamped.
- (b) Earnest money / Valid EMD exemption.
- (c) Copy of GST registration certificate.
- (d) Copy of partnership deed, if applicable.
- (e) Copy of Permanent Account Number (PAN).

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Seal and signature of bidder

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PART III – STANDARD CONDITIONS OF RFP

RFP No: EDN/2713/31/EDN /2023 Dated: 28 Dec 23.

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. Seller in the contract) as selected by the Buyer. Failure to do so may result in rejection of the bid submitted by the bidder. Format of Certificate – Acceptance of Terms & Conditions of the RFP is enclosed **as Annexure 'IV' to this RFP.**

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 contract shall come into effect on the date of signatures of both the parties on the contract agreement (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: -** 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 this contract or relating to the construction or performance (except as to any matters the decisions or determination whereof is provided for by these conditions), which cannot be settled amicably shall with 30 days (thirty days) on which either party informs the other in writing by a notice that such disputes, dis-agreement of question exist will be referred to the Arbitration Tribunal consisting of a sole arbitrator appointed by the Air Force School Hebbal. The arbitration tribunal shall have its seat in HQ TC, Bangalore with Chairman, School Management Committee being the highest tribunal. The arbitration proceedings shall be conducted in accordance with the Indian Arbitration and Conciliation Act 1996 and the award of such arbitration tribunal shall be enforceable in the Bangalore Courts only. Each party shall bear its own cost of preparing its case. The parties shall continue to perform their respective obligation under this contract during the pendency of the arbitration proceedings except in so far as such obligations or the subject matter of the said arbitration proceedings.

5. **Penalty for use of Undue influence:-** The contractor 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 contract 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 of disfavor to any person in relation to the present contract for 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 India 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 of his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or

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Seal and signature of bidder

Date:/...../2023

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 / employer 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.

6. **Agents / Agency Commission** : The Seller confirms and declares to the Buyer that the Seller is the authorised business partner of the OEM 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 or after the signing of this contract, the Seller will be liable to refund that amount to the **School** 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 is 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**.

7. **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.

8. **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.

9. **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 period 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 buyer shall have the right to terminate this contract in part or in full in any of the following cases.

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than **one month** after the scheduled date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.

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Seal and signature of bidder

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- (c) The delivery of material is delayed due to causes of Force Majeure by more than **two months** provided Force Majeure clause is included in contract.
- (d) The buyer has noticed that the seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) Failure of the successful bidder to accept the contract.
- (g) Discrepancy noticed during the satisfactory supply.
- (j) In addition to the cancellation of purchase contract, **User** reserves the right to appropriate the damages through encashment of Bid Security / Performance Guarantee given by the Bidder.
- (k) In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Supplier shall act expeditiously to extinguish such claim. If the Supplier fails to comply and the **User** is required to pay compensation to a third party resulting from such infringement, the Supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The **User** will give notice to the Supplier of such claim, if it is made, without delay.

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. The either party will be binding to give one month notice period for dissolution of subject contract agreement.

12. **Transfer and Sub-letting** :The contractor has no right to give, bargain, sell, assign or sub-let 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 sue. The Seller shall be responsible for the completion of the satisfactory supplies in total 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 the contract and signed on behalf of both the parties and which expressly states to amend the present contract.

15. **Jurisdiction of Courts**: The courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

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Seal and signature of bidder

Date:/...../2023

16. **GST:**

(a) If Bidder desires to ask for GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices quoted are final and taxes are exempted. Quoted price will be considered as a basic price for price evaluation.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

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

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Seal and signature of bidder

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PART IV – SPECIAL CONDITIONS OF RFP

RFP No:- EDN/2713/31/EDN /2023 Dated: 28 Dec 23

The bidder is required to give confirmation of their acceptance of special Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the contract concluded with the successful bidder as selected by the authority (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. **Performance Guarantee:-** The successful bidder will be required to furnish a performance Guarantee by way of Bank Guarantee through any of the commercial bank authorized to conduct government business for an amount equal to 03% of the contract value within 30 calendar days of effective date of contract. 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). The amount will be claimed by the buyer in case of non-execution of the contract/non-adherence of condition of the contract by the seller.

The **User** shall be at liberty to set off/adjust the proceeds of the performance guarantee towards the loss, if any, sustained due to the supplier's failure to complete its obligations under the contract. This is without prejudice to the **User's** right to proceed against the Supplier in the event of the security being not enough to fully cover the loss/damage.

2. **Option Clause** : This contract has an option clause, wherein the Buyer can exercise an option to procure an additional 50% of original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause** : This contract has a repeat order clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer 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 replacement of the contract, Buyer reserve the right to 10% plus/minus increase /decrease the quantity of the required goods up to that limit without any change in the terms and conditions and process quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer 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 instead of payment through cheques,. The payment will be made as per the following terms, on production of the requisite documents:

(a) 100% payment of each consignment will be released on production of inspection report duly receipted stores by the consignee in good condition provided the stores have been received by the consignee within original Delivery Period.

(b) No advance payment will be made.

Note. If a tenderer requests/quotes for deviation in the payment terms as mentioned above, such offers will be summarily ignored.

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6. **Paying Authority:** The payment of bills will be made on submission of the following documents by the seller to the Paying Authority i.e. Chairman, AF School Hebbal, Bangalore – 560 006 along with the bill: -

- (i) Ink-signed copy of commercial invoice / seller's bill.
- (ii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iii) Inspection note.
- (iv) Claim for statutory and other levies to be supported with requisite documents / such as GST etc as applicable.
- (vi) 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).
- (vii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (viii) User Acceptance Certificate.
- (ix) Photo copy of PBG.

7. **Risk & Expense Clause:**

- (a) Should the stores or any instalment 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 instalment thereof, the Buyer shall, after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract "cancelled" either wholly or to the extent of such default.
- (b) Should the stores, or any instalment thereof, not perform in accordance with the specifications/ parameters provided by the Seller during the check proof tests to be done in 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 manufacture, 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.

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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 Department 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 the prices charged for normal replacement.

(iii). Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies

(c) The Seller shall furnish the following certificate to the Paying Authority along with 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 categories under sub-clauses of (a),(b) and (c) above.

9. **Force Majeure clause:**

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

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

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

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (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.

10. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the conditions and standards valid for the deliveries of the same stores **FOR destination** specifications enumerated as per RFP and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

11 **Quality Assurance:** The item should be of the latest material, conform to the current specification standard and have 100% defined life at the time of delivery.

12. **Franking Clause:** The following Franking Clause will form part of the contract placed on successful Bidder:-

(a) Franking Clause in the case of Acceptance of Goods "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) Franking Clause in the case of Rejection of Goods "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

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

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing, or (b) on quality of the stores, 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 Inspection and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in the MoD website and can be given on request).

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(c) The quality claims for defects or deficiencies in quality noticed during the Inspection shall be presented within **45 days** of completion of JRI 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).

(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 **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.

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

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

14. **Conditions of Acceptance:** If on examination of any portion of the supply, the material is found not fully in accordance with the quoted specification particulars governing supply, quoted in the contract or in accordance with the terms and conditions of the contract, the whole supply will be rejected.

15. No deviation shall be permissible either in respect of the specification/ quality of the stores or any other conditions, and as such stores offered by the tenderers must conform to the RFP specification. However, deviation from the tender specification, if any, should be clearly/ prominently indicated failing which it will be presumed that the offer is not as per the specification and shall be ignored. **In case there are any deviations, the same should be indicated specifically in the tender itself.**

16. Unless otherwise specified the stores shall be brand new and of the best quality and workmanship to the full satisfaction of the Inspector. The Contractor shall supply the stores in accordance with the particulars given in this RFP and in the Acceptance of Tender as and when issued. Further, the stores offered shall be acceptable to the Inspector in all respects.

17. Withdrawal of any slab rates/ discount after opening of the tender will render the entire offer invalid and invite administrative action which may result in banning of business dealings with firms/ suppliers employing such practices.

18. In case delivery period has expired, the Contractor shall not dispatch the stores till such time the extension is granted by the purchaser and accepted by the Contractor. If the stores are dispatched by the Contractor before obtaining an extension letter from the purchaser, he should be doing so at his risk and no claim for payment shall lie against the purchaser neither in respect of the cost of the stores dispatched nor any other expenses which the supplier may have incurred. The purchaser, however, has a right to cancel the contract. The fact that the stores have been inspected after the delivery period and passed by the authority will not have the effect of keeping the contract alive even if the purchaser at his discretion takes the delivery of the passed stores. The stores are being passed without prejudice to the rights of the purchaser under terms and conditions of the contract.

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19. **Decision of CFA on all aspects will be final and binding.**

20. **This tender is not transferable.**

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Date:/...../2023

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.
 - (b) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) L-1 bidder will be determined by basic price for all items (Line-wise evaluation not allowed) excluding GST on final products, as quoted by bidders.
 - (c) 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.
 - (d) 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.

Note: L-1 will be decided based on total basic price of all items (including price of the items, supply, delivery, other charges such as packing & forwarding, freight insurance) but excluding levies, taxes and duties levied by central / State / local governments such as GST etc on final product) of all items / requirements as mentioned in Part-II and Part-V.

2. **Price Bid Format:** The commercial bid format is provided at **Annexure-II** of this tender document. Bidders are advised to quote the prices per prescribed format in the permitted columns.

Note -

- (i) **Please confirm that the store offered by you is exactly as required under tender enquiry description detailed specification.**
- (ii) **In case there is any deviation the same shall be specifically stated.**

3. **TDS:** Statutory TDS amount will be deducted on the total amount of invoice.

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Date:/...../2023

Annexure-I of RFP

SPECIFICATION FOR PRINTING OF ANNUAL SCHOOL DOCUMENTS

S N	Book Required	Qty	Description
1	Student dossier	1000	Multi color on 300 gsm duplex board with folding mark & one paper holes for eylet
2	School magazine	1200	School magazine including cover page inner 104 page on 170 GSM art paper & 300 GSM art board for cover entire book in multi color with perfect binding & lamination Size: A4, including designing & proof reading
3	Examination answer booklets -12 pages	35 Ream	Single line ruled sheets horizontal -12 pages 80GSM Size : 1/4th
4	Examination answer booklets - 04 pages	30 Ream	Single line ruled sheets horizontal -4 pages 80GSM Size : 1/4th
5	Single line ruled sheet (Vertical) - 04 pages	30 Ream	(Vertical) 80GSM 4 Pages Size : Legal
6	Student Diary	1,200 No's	Size: A5 Inner 16Pages +1A3 Sheet + 1 A4 Sheet in multi color on glossy art paper, 90 GSM 184 Pages inner single color on 90 GSM Maplitho & 4 pages cover in multicolour on 300 GSM Art Boar with glossy lamination, section type with case binding.
7	MES Register single dimmy size	05 No's	200 sheets/400 Pages with full rexin binding digital name
8	Plastic folder	50 No's	A4 size with printing transparent with inner pouch & strong steel clips, black colour
9	Yellow file folder	200 No's	with printing on 550 GSM 2 piece pasted with spine 3" thick calico & four sides & center, thick calico pasted with two layers, with printing
10	Executive file folder	40 No's	with printing, inner pen keeping & meeting pad holder
	REPORT CARDS		
11	Pre-Primary wing	210 No's	4 glossy laminated multi colour printing with lamination on 300 gsm art board with 3 fold Size : 56 x 21 Cms
12	I & II	200 No's	outer glossy laminated cover page in 4 colour printing on 300 gsm art board, inner single color 12 pages on 120 gsm maplitho paper with centre pinning size : 1/4th (Total 16 Pages)
13	III, IV & V	300 No's	outer glossy laminated cover page in 4 colour printing on 300 gsm art board, inner single color 08 pages on 120 gsm maplitho paper with centre pinning size : 1/4th (Total 12 Pages)
14	VI to X	500 No's	outer blue cover page in 4 colour printing on 300 gsm art board, inner single color 06 pages on 120 gsm maplitho paper with centre pinning size : 1/4th (Total 10 Pages)
15	XI	75 No's	outer green cover page in 4 colour printing on 300 gsm art board, inner single color 08 pages on 120 gsm maplitho paper with centre pinning size : 1/4th (Total 12 pages)

Note : All registers are to have page numbers printed in bold & big font, rexin binding with edge compost and digital name boards in big font. Printing matter are to be in bold & big font with page numbers.

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Date:/...../2023

COMMERCIAL BID
AIR FORCE SCHOOL HEBBAL
HQTC (U) AF, JC NAGAR PO, HEBBAL, BANGALORE – 560 006

S N	Description with feature & Specifications	Quantity Required	Unit Price	Basic Price for Total Quantity	Rate of GST	GST Amt	Amount for Total Quantity including GST	Amount in words
(a)	(b)	(c)	(d)	(e) = cxd	(f)	(g)	(h) = e+g	(j)
1	Student dossier	1000						
2	School magazine	1200						
3	Examination answer booklets (horizontal) 12 pages	35 Ream						
4	Examination answer booklets (horizontal) 04 pages	30 Ream						
5	Single line ruled sheet (Vertical) 04 pages	30 Ream						
6	Student Diary	1,200 No's						
7	MES Register	05 Nos						
8	Plastic folder	50 Nos						
9	Yellow file	200 Nos						
10	Executive file folder	40 Nos						
	REPORT CARDS							
11	Pre-Primary wing	210						
12	I & II	200						
13	III, IV & V	300						
14	VI to X	500						
15	XI	75						
	GRAND TOTAL							

Note : All registers are to have rexin binding with edge compost and digital name boards in big font. All register/ application/ TC book to have page numbers printed in bold & big font. All register, books to be in 80 GSM paper and should have various checking certificates.

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Seal and signature of bidder

Date:/...../2023

TCU/2713/27/EDN BM II Annexure "III"

CERTIFICATE : ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

It is certified that all the terms and conditions as laid in the attached pages and anywhere in the tender and its appendices are accepted by the company / authorised individual and will abide by them.

Company Seal :

Authorised Signatory of Company

Place : _____

Dat : _____

(.....)
Seal and signature of bidder

Date:/...../2023

