

Tele: 0353-2698101/7238

Air Force School,  
Bagdogra – 734421

20W/149/8/ED

03 Feb 21

As per attached list

**INVITATION OF QUOTATIONS FOR AIR CONDITIONER (SPLIT AC 1.5 TON)**  
**REQUEST FOR PROPOSAL (RFP) NUMBER 20WG/149/8/ED DATED 02 FEB 21**

1. Bids in sealed cover are invited for Air Conditioner (Split AC 1.5 Ton). Details are mentioned in Part II of this RFP. 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 the contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

(a)	Bids / queries to be addressed to:	Chairman, Air Force School, Bagdogra
(b)	Postal address for sending the Bids	Chairman, Air Force School, Bagdogra Post: Bagdogra Airport Dist: Darjeeling West Bengal-734421
(c)	Details of the contact person	Mr Mohan Saha – Office Superintendent
(d)	Tele number of the contact person	97495-64511
(e)	E-mail ID of contact person	princiafbgd@rediffmail.com


3. This RFP is divided into following five parts:-

- (a) Part I : General information/instruction for the Bidders
- (b) Part II : Schedule of requirement, technical specifications, delivery details
- (c) Part III : Standard Conditions of RFP, which will form part of the Contract
- (d) Part IV : Special Conditions applicable to this RFP
- (e) Part V : Evaluation Criteria and Format for Price Bids
- (f) Part VI: Performance Bank Guarantee Format

4. Part II, III, IV & V of this RFP are to be returned back by the Bidder after putting rubber stamp of the firm and annotating signatures of authorized representative.

5. This RFP is being issued with no financial commitment and the Buyers 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.




  
(T Jyothi)  
Wg Cdr  
Executive Director  
Air Force School, Bagdogra

## PART I – G E N E R A L I N F O R M A T I O N

1	Date and time for depositing Bids	The Bids is to be placed in sealed envelope. The sealed envelopes are to be deposited by 1000hrs on 24 Feb 21.
2	Manner of depositing the Bids	Sealed Bids are to be dropped in the Tender Box kept at the Arjan Gate, Air Force Station, Bagdogra. Late tenders will not be considered.
3	Time and date for opening of Bids	<b>24 Feb 21, 1200hrs.</b> If due to any exigency, the due date for opening the bid is declared a holiday, the Bids will be opened on the next working day at the same time.
4	Location of the Tender Box	Tender box marked as <b>"AIR CONDITIONER"</b> , at the Principal's office of Air Force School Bagdogra. Only those Bids that are found in the tender box will be opened.
5	Place of opening of the Bids	Air Force School, Bagdogra, Darjeeling (WB). The Bidders may depute their representatives, duly authorized in writing to attend the opening of Bids. 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 representatives.
6	Single Bid system	Indicate cost involved with GST are also to be quoted. Please quote the rates in figures as well as in words. Rates should be valid up to 31 May 21. The bids will be opened on 24 Feb 21.
7	Forwarding of Bids	Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal and e-mail address of their office.
8	Clarification regarding contents of the RFP	Clarification on the RFP, if any may be obtained from Mr Mohan Saha, Office Superintendent Air Force School Bagdogra (97495-64511)
9	Modification and Withdrawal of Bids	A bidder may modify or withdraw his bid after dropping it in the tender box. For this bidder may submit a written request. However, same can be done prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of Bids and withdrawal will result in Bidder's forfeiture of bid security.
10	Clarification regarding contents of the Bids	During evaluation and comparison of Bids, the buyer may, at its discretion, ask the bidder for the clarification of his bid. The request for the clarification will be given in writing and no changes in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11	Rejection of Bids	Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12	Unwillingness to quote	Bidders unwillingness to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid
13	Validity of Bids	The Bids should remain valid till 31 May 21.
14	Earnest Money Deposit	<b>Rs 6,300/-</b> is to be deposited as EMD as Demand Draft in favour of <b>"AIR FORCE SCHOOL BAGDOGRA"</b> along with quotation.



  
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 Executive Director  
 Air Force School, Bagdogra




## PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

**Schedule of Requirement** - The requirement of Air Force School Bagdogra to be supplied should be of high quality and standard. The details of the items are attached as Appx - A.

Note:-

1. (a) The above mentioned items supplied should be of highest standard and all the materials will be approved by inspection officer / CLPC.  
(b) The supplied items should last for specified period and warranty period to be extended if applicable.
2. **Delivery Period** - Within 21 days from the date of supply orders. Changes in dates if any would be intimated when placing supply order.
3. **Terms of Delivery** Items are to be delivered as per correct specification. On any deviation, item will be rejected and items are to be replaced by due date failing which the security deposit will be forfeited.

  
(T Jyothi)  
Wg Cdr  
Executive Director  
Air Force School, Bagdogra

"Certified that terms & conditions mentioned above have been fully understood and are fully acceptable"

Signature and stamp of Bidder accepting the above terms & conditions



### PART III – STANDARD CONDITIONS OF RFP

**Important:-** *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 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 disputes, 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 Form 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 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 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 the Seller. Giving or offering of any gift, bribe or inducement or any attempted 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 Buyers.
5. **Agent / 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 contract 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 document:** Except with the written consent of the Buyer/Seller other party shall not disclose the contract or any provision, specification, plan, design, 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 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.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the followings cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 24 hours after the scheduled date of delivery.

(b) The Seller is declared bankrupt insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than 24 hours 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.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English languages and may be delivered personally or may be sent by FAX or registered per-paid mail/airmail, addressed to the last known address of the party 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 payment 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. **Taxes and Duties (GST):** As per norms laid down by Govt of India and amended from time to time. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of GST and as such no liability of GST will be developed upon by the Buyer. Octroi exemption certificate may be obtained from the station.

15. **Pre-Integrity Pact Clause:** Not applicable for this case.

  
(T Jyothi)  
Wg Cdr  
Executive Director  
Air Force School, Bagdogra

Date: 03 Feb 21

**"Certified that terms & conditions mentioned above have been fully understood and are fully acceptable"**

Signature and stamp of Bidder Accepting the above terms & conditions

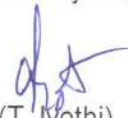




#### PART IV – SPECIAL CONDITIONS OF RFP

**Important:-** *The Bidders is required to give confirmation of their acceptance of the Special 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. **Payment terms:** No advance payments shall be made. 100% payment shall be made within 30 days of acceptance of goods / equipment at Air Force School, Bagdogra.
2. **Paying Authority:** Chairman, Air Force School, Bagdogra – 734014
3. **Risk & Expense clause:** Executive Director, Air Force School, Bagdogra reserves the right to acquire stores at the expense of contractor from any source in case the contract fails to deliver items as projected in the above schedule at the place and time specified. The debit of expenses towards such incidents will be deducted from the security deposit, which shall be reimbursed by the contractor or at the contractor's expense to be paid by him. Decision of Executive Director of Air Force School, Bagdogra to resort to this practice for an emergency / contingency will be final and binding.
4. **Force Majeure clause:** Neither party shall bear responsibility for the complete 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 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.
5. **Inspection Authority:** Inspection authority will be Air Officer Commanding, Air Force Station, Bagdogra or his representative.
6. **Warranty clause:** The contractor/seller hereby will be submit a certificate declaring that the goods supplied to the purchaser under this contract will be best quality and as per the specification of the contract. Warranty on product to be provided atleast for 12 months or more as specified on the product itself.
7. The contractor will be required to ensure that the items are exactly as per the specification.

  
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Date: 03 Feb 21

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Signature and stamp of Bidder accepting the above terms & conditions



## 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 price quoted by the particular Bidder as per the format at para 2 below.

2. **Price Bid Format:** Rates are to be quoted in Indian Rupees (legibly both in figures and words). Rates are to be written in figure against each line, while rates in words are to be written in the last row. The price Bid format is given below and Bidders are required to fill this up correctly with full details:-

<u>Sl No.</u>	<u>Items</u>	<u>Qty</u>	<u>Unit price in (Rs)</u>	<u>Total Price (Rs)</u>	<u>GST %</u>	<u>Total Amount (Rs)</u>
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Air Conditioner – Split AC 1.5 Ton (Non Inverter) (03 star with inbuilt stabilizer)	06				
2	Installation charges	06				

3. **Security Deposit:** On acceptance of tender, firm is to deposit @ 10 percent of the total contract value they secure before or within 07 days of the receipt of acceptance of tender along with acknowledgement copy of supply order, in the name of 'AIR FORCE SCHOOL BAGDOGRA' failing which the purchaser may cancel the contract and invoke such other remedies as may be open to the purchaser including contractors' de-registration. The security deposit would be in any of following forms and should be valid during the currency of contract unless otherwise specified viz.

- (a) Demand draft in favour of 'AIR FORCE SCHOOL BAGDOGRA'
- (b) Fixed deposit receipt, Bank Guarantee of Scheduled Commercial Bank, NSC etc. in favour of 'AIR FORCE SCHOOL BAGDOGRA'



  
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PART VI – PERFORMANCE OF BANK GUARANTEE FORMAT

Form DPM-15

Performance Bank Guarantee Format

From:  
Bank \_\_\_\_\_  
To,  
The President of India  
Ministry of Defence,  
Government of India  
New Delhi

Dear Sir,

1. Whereas you have entered into a contract No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the said Contract) with M/s \_\_\_\_\_, hereinafter referred to as the "seller" for supply of goods as per Part-II of the said contract to the said seller and whereas the seller has undertaken to produce a bank guarantee **10% of total Contract value** amounting to \_\_\_\_\_ to secure its obligations to the President of India. We the \_\_\_\_\_ bank hereby expressly, irrevocably and unreservedly undertake and guarantee as principal obligors on behalf of the seller that, in the event that the President of India declares to us that the goods have not been supplied according to the Contractual obligations under the aforementioned contract, we will pay you, on demand and without demur, all and any sum up to a maximum of \_\_\_\_\_ Rupees \_\_\_\_\_ only. Your written demand shall be conclusive evidence to us that such repayment is due under the terms of the said contract. We undertake to effect payment upon receipt of such written demand.
2. We shall not be discharged or released from this undertaking and guarantee by any arrangements, variations made between you and the seller, indulgence to the seller by you, or by any alterations in the obligations of the seller or by any forbearance whether as to payment, time performance or otherwise.
3. In no case shall the amount of this guarantee be increased.
4. This guarantee shall remain valid for \_\_\_\_\_ months from the date of JRI acceptance of test consignment in India or until all the store, spares and documentation have been supplied according to the contractual obligations under the said contract.
5. Unless a demand or claim under this guarantee is made on us in writing or on before the aforesaid expiry date as provided in the above referred contract or unless this guarantee is extended by us, all your rights under this guarantee shall be forfeited and we shall be discharged from the liabilities hereunder.
6. This guarantee shall be a continuing guarantee and shall not be discharged by and change in the constitution of the Bank or in the constitution of M/s \_\_\_\_\_.



AIR FORCE SCHOOL BAGDOGRATECHNICAL SPECIFICATION FOR AIR CONDITIONER (SPLIT AC 1.5 TON)

<u>S.No</u>	<u>Particulars</u>	<u>Qty</u>	<u>Yes</u>	<u>No</u>
(i)	Air Conditioner – Split AC 1.5 Ton (Non Inverter) (03 star with inbuilt stabilizer)	06		
(ii)	Installation charges	06		



  
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