

Tele: 0194-2305001/7238

Air Force Station
Srinagar
J & K - 190007

1W/838/14/ED dt ~~22~~ Sep 2025

As per attached list

**INVITATION OF BIDS FOR PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR
FOOTBALL GROUND (50MX30M) & VOLLEYBALL COURT (9MX18M) FOR
AIR FORCE SCHOOL SRINAGAR**

REQUEST FOR PROPOSAL (RFP) NO-AFS/01/2025-26

1. Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please subscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact no. for sending Bids seeking clarifications regarding this RFP are given below.

1.	Bids/queries to be addressed to	Chairman, Air Force School, Srinagar
2.	Postal address for sending the Bids	Chairman, Air Force School, AF Stn Srinagar, PIN :190007
3.	Name/designation of the contact personnel	Flying Officer Divya Thapa Executive Director, AF School Srinagar
4.	Telephone numbers of the contact personnel	9419978242/ 0194-2305001, Extn-7239
5.	Fax number	0194-2305028

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

3.1. **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.

3.2. **Part -II** – Contains essential details of the items required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of delivery and Consignee details.

3.3. **Part-III**- Contains standard conditions of RFP, which will form part of the contract with the successful bidder.

3.4. **Part – IV**- Contains special conditions applicable to this RFP and which will also form part of the contract with the successful bidders.

3.5. **Part-V** – Contains Evaluation Criteria and Format for Price Bids.

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



(Vineeth V)
Flying Officer
Executive Director
AF School Srinagar

Certified that the terms/conditions mentioned above have been fully understood and are fully acceptable.

Signature, Address and Stamp of Supplier

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids:** 1100 Hr on 10 Oct 2025. 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 separate for technical and commercial should be either dropped in the Tender Box (placed at Air Force School Srinagar) marked as 'INVITATION OF BIDS FOR PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR FOOTBALL GROUND (50MX30M) & VOLLEYBALL COURT (9MX18M) FOR AIR FORCE SCHOOL SRINAGAR' or dispatched through registered/speed post on the address Chairman, Air Force School, AF Stn Srinagar, PIN - 190007. Late tenders will not be considered.
3. **Time and date for opening of Bids:** Technical bids on 13 Oct 25 at 1100 Hr and Commercial bids on approval of Technical bids. 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:** AF School Srinagar. Those Bids that are received through registered/speed post on the given address or found in the appropriate tender box, by due date and time will only be opened. Bids dropped in the wrong Tender Box or received after due date and time will be rendered invalid.
5. **Place of opening of the Bids:** AF School Srinagar. The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives of all the bidders. This event will not be postponed due to non-presence of your representative.
6. **Two Bid System:** Only the technical bid would be opened on the time and date mentioned above. Commercial bids of only those firms will be opened whose technical bids are found compliant/suitable after demonstration of the equipment required is given by the bidder and technical evaluation is done by the buyer.
7. **Forwarding of Bids:** Bids should be forwarded by the bidders under their original memo/letter pad inter alia furnishing details like TIN number, GST/CGST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 05 (Five) days prior to the date of opening of the bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in bidder's forfeiture of bid security.

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10. 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, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.

11. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit (EMD) for amount @ 2% of price quoted along with their bids. The EMD should be in favour of Chairman, Air Force School, AF Stn Srinagar. The EMD may be submitted in the form of an **Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque** of any bank authorized to conduct government business. **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 would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. 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.

12. Rejection of Bids: Canvassing by the bidders in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.

13. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

14. Validity of Bids: The Bids should remain valid for 06 months from the last date of submission of the Bids.

Part II - Essential Details of Items/Services required

1. Schedule of Requirements –

1.1. Provisioning & Laying of artificial grass 50mm for football ground (50mx30m) & volleyball court (9mx18m) for Air Force School Srinagar. Detailed specification is attached as **Appendix 'A'**.

2. Delivery Period - Work to be completed within **90 days** from the effective date of contract. 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 period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. Delivery and transportation- The items are to be delivered and work to be carried out at premises of Air Force School, Srinagar.

4. Destination of supply- Air Force School, Srinagar.

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Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below during Pre-Bid meeting 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 dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward,

fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event 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.

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

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

8. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, 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 following cases :-

9.1. The delivery of the material is delayed for causes not attributable to Force Majeure for more than 15 days after the scheduled date of delivery.

9.2. The Seller is declared bankrupt or becomes insolvent.

9.3. The delivery of material is delayed due to causes of Force Majeure by more than 15 days provided Force Majeure clause is included in contract.

9.4. The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

9.5. As per decision of the Arbitration Tribunal.

10. 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.

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.

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

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

14. Taxes and Duties

14.1. General

14.1.1. If Bidder desires to ask for excise duty or Sales Tax / VAT/GST extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

14.1.2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

14.1.3. 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.

14.1.4. 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.

14.1.5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise 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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14.2. Customs Duty –

14.2.1 For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) copy of bill of lading; (iii) a copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import Licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer.

14.2.2 Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

14.2.3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

14.3. Excise Duty

14.3.1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

14.3.2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

14.3.3. The Seller is also required to furnish to the Paying Authority the following certificates:

14.3.3.1 Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

14.3.3.2. Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

14.3.3.3. A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

14.3.3.4. An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

14.3.4. Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

14.4. Taxes/GST

14.4.1. If it is desired by the Bidder to ask for any taxes/GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of taxes and no liability of any type of taxes will be developed upon the Buyer.

14.4.2. On the Bids quoting taxes extra, the rate and the nature of Taxes applicable at the time of supply should be shown separately. Taxes will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

14.5. Octroi Duty & Local Taxes

14.5.1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

14.5.2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality or the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

Part IV – Special Conditions of RFP

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

- 1. Performance Guarantee (Indigenous cases):** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd, Axis Bank Ltd or HDFC Bank Ltd) for a sum equal to 3% of the contract value for MSME (**submission of valid documents for the same is mandatory**) and 5% of the contract value for non-MSME, within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The PBG should be in favour of **Chairman, Air Force School, AF Stn Srinagar.**
- 2. Option Clause:** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 10% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
- 3. Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Buyer can order up to 50% quantity of the items/service 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 placement of the contract, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods/service 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.
- 5. Payment Terms for Indigenous Sellers:** 100% payment on execution of service and acceptance by the user.
- 6. Payment terms for Foreign Seller:** Not applicable
- 7. Advance Payments:** No advance payment(s) will be made.
- 8. Paying Authority:**

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8.1. Indigenous Sellers: (Executive Director, AF School Srinagar, AF Station Srinagar, Budgam, PIN - 190007). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- 8.1.1. Ink-signed copy of contingent bill / Seller's bill.
- 8.1.2. Ink-signed copy of Commercial invoice / Seller's bill.
- 8.1.3. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- 8.1.4. CRVs in duplicate.
- 8.1.5. Inspection note.
- 8.1.6. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- 8.1.7. Exemption certificate for Excise duty / Customs duty, if applicable.
- 8.1.8. Bank guarantee for advance, if any.
- 8.1.9. Guarantee / Warranty certificate.
- 8.1.10. Performance Bank guarantee / Indemnity bond where applicable.
- 8.1.11. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- 8.1.12. 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).
- 8.1.13. Any other document / certificate that may be provided for in the Supply Order / Contract.
- 8.1.14. User Acceptance.
- 8.1.15. Xerox copy of PBG.

8.2 Foreign Sellers: Not applicable as sellers are indigenous.

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

9.1. 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.

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

9.2.1 Exports by the Seller.

9.2.2. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

9.2.3. Sale of goods such as drugs which have expiry dates.

9.2.4. 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.

9.2.5. 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 all supply orders placed during the currency of the Rate Contract at price lower than the price 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 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 -

10. **Exchange Rate Variation Clause:** Not applicable as this purchase does not include imported material.

11. **Risk & Expense clause :** Should the stores or any installment or thereof not be delivered/execute within the time or times specified in the contract documents, or if defective delivery/service is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default. Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default. 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:

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11.1. Such default.

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

Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 10% of the value of the contract.

12. Force Majeure clause:

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

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

13. Buy-Back offer: Not applicable

14. **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 Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up-gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance specifications along with necessary tools as a result of up-gradation/alterations will be provided to the Buyer free of cost within 15 days of affecting such up-gradation/alterations.

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15. **OEM Certificate:** In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the spares shall be mandatory. However, where OEMs do not exist, minor aggregates and spares can be sourced from authorized vendors subject to quality certification.

16. **Export License:** Not applicable as bids invited in this purchase are from indigenous sellers only.

17. **Earliest Acceptable Year of Manufacture:** Quality / Life certificate will need to be enclosed with the Bill.

18. **Buyer Furnished Equipment:** Not applicable.

19. **Transportation:** The seller will make his/her own arrangement at his/her cost.

20. **Air lift:** Not applicable.

21. **Packing and Marking:** Not applicable as installation of equipment is included in the bid.

22. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores 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. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

23. **Quality Assurance:** Seller would provide the Standard Acceptance Test Procedure (ATP) within 03 months of this date of contract. Buyer reserves the right to modify the ATP. Seller would be required to provide all test facilities at his premises for acceptance and inspection by Buyer. The details in this regard will be coordinated during the negotiation of the contract. The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

24. **Inspection Authority:** The inspection will be carried out by user. The mode of inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification.

25. **Pre-Dispatch Inspection:-** Not applicable.

26. **Joint Receipt Inspection:** Not applicable.

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

27.1. **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".

27.2. **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."

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

28.1. The claims may be presented either:

28.1.1. on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or

28.1.2. on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

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

28.3. 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. 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.

28.4. 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.

28.5. 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.

28.6. 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 Principal Controller/Controller of Defence Accounts concerned.

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

29. **Warranty Clause:** The warranty of the said service will be for a period of 48 months from the completion of service which includes any damage, fading, breakage, leakage or repair/replacement of any unserviceable/defected part(s) other than due to physical damage or any other reasons such as Flood, Fire, Earthquake, Extreme Weather Condition and other acts of God as well as War, Military Operations, Blockade, Acts or Actions of State any other circumstances beyond the party.

30. **Product Support:** The following Product Support clause will form part of the contract placed on successful Bidder -

30.1. The Seller agrees to provide Product Support for the stores, assemblies/subassemblies, fitment items and consumables, Special Maintenance Tools(SMT)/Special Test Equipment (STE) subcontracted from other agencies/ manufacturer by the Seller for a maximum period of 03 years including 01 year of warranty period after the delivery all-in-one computers with accessories.

30.2. The Seller agrees to undertake Maintenance Contract for a maximum period of 12 months, extendable till the complete Engineering Support Package is provided by the Seller.

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30.3. In the event of any obsolescence during the above mentioned period of product support in respect of any component or sub-system, mutual consultation between the Seller and Buyer will be undertaken to arrive at an acceptable solution including additional cost, if any.

30.4. Any improvement/modification/ up gradation being undertaken by the Seller or their sub suppliers on the stores/equipment being purchased under the Contract will be communicated by the Seller to the Buyer and, if required by the Buyer, these will be carried out by the Seller at Buyer's cost.

30.5. The Seller agrees to provide an Engineering Support Package as modified after confirmatory Maintenance Evaluation Trials (METs). The SELLER agrees to undertake the repair and maintenance of the equipment, SMTs/STEs test set up, assemblies/sub-assemblies and stores supplied under this contract for a period of one year as maintenance contract as specified or provision of complete Engineering Support Package to the Buyer whichever is later, as per terms and conditions mutually agreed between the Seller and the Buyer.

31. **Annual Maintenance Contract (AMC) Clause:** Not applicable as AMC will be done separately.
32. **Engineering Support Package (ESP) clause:** Not applicable as this aspect will be covered in AMC.
33. **Price Variation (PV) Clause:-** Not applicable.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria:** 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. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format. All taxes and duties (including those for which exempted certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids. The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty /VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entreated after the opening of tenders. Any ambiguity may render cancellation of Bids. 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. 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. Any other criteria as applicable to suite a particular case can be followed by the Buyer.

2. **Price Bid Format:** As attached (Appx 'B')

3. **QUOTES / GUIDE LINES TO VENDORS FOR FILLING UP THE QUOTATION:** -The following points are suggested to ensure non-rejection of quotation due to errors generally committed while filling the quotation:-

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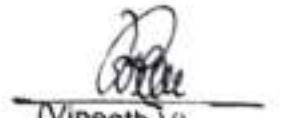
- (a) Technical bids as mentioned in Part-II and format attached as Appx 'A' to this RFP & all annexure are to place in separate sealed envelope & commercial bid (price bid) in a separate sealed envelope. Both envelopes are to be put in another sealed envelope.
- (b) No (R) No over writing is allowed in the rates once quoted.
- (c) All the clauses of Technical bids & Price bid are to be filled.
- (d) Bids should be forwarded by the bidders under their original memo/letter pad inter alia furnishing details like firm name, GST No, Bank details, complete postal, e-mail address and contact No.
- (e) Model ECS Mandate form (Form DPM-11) is to be filled.

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

5. The bidders are requested to strictly adhere to guidelines for filling up the quotation. The sellers are to authenticate each page of the RFP before submitting the same and ensure that there is no overwriting on the rates quoted. Rates are to be quoted both in figure as well as in words.

Thanking you

Yours sincerely



 (Vineeth V)
 Flying Officer
 Executive Director
 AF School Srinagar

Annexure- As stated

Certified that the terms/conditions mentioned above have been fully understood and are fully acceptable.

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Appendix 'A'
 (Refer Part-II para 1 of RFP)

TECHNICAL BID

**PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR FOOTBALL GROUND (50MX30M)
 AT AF SCHOOL SRINAGAR**

SI No	Description of items	Unit/Area	Qty
1.	Excavation of earth up to 76 mm depth	Sqm	1500
2.	Filling available excavated earth of 76 mm (excluding rock).	Sqm	1500
3.	Surface dressing of the ground.	Sqm	1500
4.	Preparation and consolidation of sub grade with power road roller of 8 to 12 ton capacity.	Sqm	1500
5.	Providing and laying of dry stone soiling hand packed up to 76 mm	Sqm	1500
6.	S/S of graded stone aggregate, screening and binding material at site including laying of Water Bound Macadam (WBM) with specified stone aggregate, stone screening and binding material along with consolidation upto 51 mm	Sqm	1500
7.	Spreading and laying of stone dust around periphery of football ground including consolidation with power road roller of 8 to 12 ton capacity.	-	-
8.	Wet mix macadam on prepared sub grade / sub base with crushed quarry stone aggregate of specified grading upto 76 mm.	Sqm	1500
9.	Press Fit UV resistant synthetic turf with pile length 50 mm with tolerance of +/- 5%. Yarn weight not less than 1250 gm/sq m (fifa approved) with installation	Sqm	1500
10.	Provisioning of football goal post with net	-	-
11.	Provisioning of movable team shelter	Pcs	02

**PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR VOLLEYBALL COURT (9MX18M)
 AT AF SCHOOL SRINAGAR**

SL No	Description of items	Unit/ Area	Qty
1.	Excavation of earth up to 76 mm depth	Sqm	162
2.	Filling available excavated earth of 76 mm (excluding rock).	Sqm	162
3.	Surface dressing of the ground.	Sqm	162
4.	Preparation and consolidation of sub grade with power road roller of 8 to 12 ton capacity.	Sqm	162
5.	Providing and laying of dry stone soiling hand packed up to 152 mm	Sqm	162
6.	S/S of graded stone aggregate, screening and binding material at site including laying of Water Bound Macadam (WBM) with specified stone aggregate, stone screening and binding material along with consolidation upto 76 mm	Sqm	162
7.	Spreading and laying of stone dust around periphery of football	-	-

	ground including consolidation with power road roller of 8 to 12 ton capacity.		
8.	Wet mix macadam on prepared sub grade / sub base with crushed quarry stone aggregate of specified grading upto 76 mm.	Sqm	162
9.	Press Fit UV resistant synthetic turf with pile length 50 mm with tolerance of +/- 5%. Yarn weight not less than 1250 gm/sq m (fifa approved) with installation	Sqm	162
10.	Provisioning of volleyball poles with net	-	-

Appendix 'B'
(Refer Part-V para 2 of RFP)

COMMERCIAL BID
PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR FOOTBALL GROUND (50MX30M)
AT AF SCHOOL SRINAGAR

SI No	Description of items	Unit/Area	Qty	Rate	Amount
1.	Excavation of earth up to 76 mm depth	Sqm	1500		
2.	Filling available excavated earth of 76 mm (excluding rock).	Sqm	1500		
3.	Surface dressing of the ground.	Sqm	1500		
4.	Preparation and consolidation of sub grade with power road roller of 8 to 12 ton capacity.	Sqm	1500		
5.	Providing and laying of dry stone soiling hand packed up to 76 mm	Sqm	1500		
6.	S/S of graded stone aggregate, screening and binding material at site including laying of Water Bound Macadam (WBM) with specified stone aggregate, stone screening and binding material along with consolidation upto 51 mm	Sqm	1500		
7.	Spreading and laying of stone dust around periphery of football ground including consolidation with power road roller of 8 to 12 ton capacity.	-	-		
8.	Wet mix macadam on prepared sub grade / sub base with crushed quarry stone aggregate of specified grading upto 76 mm.	Sqm	1500		
9.	Press Fit UV resistant synthetic turf with pile length 50 mm with tolerance of +/- 5%. Yarn weight not less than 1250 gm/sq m (fifa approved) with installation	Sqm	1500		
10.	Provisioning of football goal post with net	-	-		
11.	Provisioning of movable team shelter	Pcs	02		
	Total				
	GST				
	Any other taxes				
	Grand Total				

PROVISIONING & LAYING OF ARTIFICIAL GRASS 50MM FOR VOLLEYBALL COURT (9MX18M)
AT AF SCHOOL SRINAGAR

SL No	Description of items	Unit/ Area	Qty	Rate	Amount
1.	Excavation of earth up to 76 mm depth	Sqm	162		
2.	Filling available excavated earth of 76 mm (excluding rock).	Sqm	162		
3.	Surface dressing of the ground.	Sqm	162		
4.	Preparation and consolidation of sub grade with power road roller of 8 to 12 ton capacity.	Sqm	162		

5.	Providing and laying of dry stone soiling hand packed up to 152 mm	Sqm	162		
6.	S/S of graded stone aggregate, screening and binding material at site including laying of Water Bound Macadam (WBM) with specified stone aggregate, stone screening and binding material along with consolidation upto 76 mm	Sqm	162		
7.	Spreading and laying of stone dust around periphery of football ground including consolidation with power road roller of 8 to 12 ton capacity.	-	-		
8.	Wet mix macadam on prepared sub grade / sub base with crushed quarry stone aggregate of specified grading upto 76 mm.	Sqm	162		
9.	Press Fit UV resistant synthetic turf with pile length 50 mm with tolerance of +/- 5%. Yarn weight not less than 1250 gm/sq m (fifa approved) with installation	Sqm	162		
10.	Provisioning of volleyball poles with net	-	-		
				Total	
				GST	
				Any other taxes	
				Grand Total	

Amount in words.....

Note:

- Warranty period must be mentioned on the quotation & also to enclose warranty clause & any other catalogue details in support of quotation.***