AIR FORCE SCHOOL

INVITATION OF BIDS FOR CONSTRUCTION OF SYNTHETIC RUNNING TRACK, LONG JUMP RUNNING TRACK, LONG JUMP PIT FILLED WITH SAND AND SHOTPUT ROUNDEL AT AF SCHOOL SULUR, 5 BRD REQUEST FOR PROPOSAL: AFS/ 15 /2026

1. Online Bids/Bids in sealed cover (cases which are exempted from e-Procurement) are invited for supply of items listed 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 contact No for sending Bids or seeking clarification regarding this RFP are given below: -

(a) Bids Queries to be addresses to: **Executive Director Air Force School Sulur, 5 BRD AF, Sulur, Coimbatore-641401.**

(b) Postal Address for sending the bids **Executive Director Air Force School Sulur, 5 BRD AF, Sulur, Kangayampalayam (PO), Sulur, Coimbatore-641401.**

(c) Name /designation of the contact personnel: **Flt Lt Nandni Sorout, Executive Director Air Force School Sulur.**

(d) Telephone no of the contact personnel: 04222683281-7238
e-mail id: **airforceschoolsulur@gmail.com**
Fax number: **0422-2683286**

3. This RFP is divided into 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 item required such as SOR (Schedule of Requirements), date of opening, Technical specification date and mode of delivery and consignee details.

(c) Part III- Contains standard condition of RFP, which will form part of the contract with the successful bidder.

(d) Part IV- Contains Special condition of RFP, which will form part of the contract with the successful bidder.

(e) Part V- Contains Evaluation criteria and format for price bids.

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4. This RFP being issued with no financial commitment and the buyer reserve 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. **Eligibility to Participate and Preference Policies**.

(a) Subject to provisions in the RFP, this invitation for Bids is open to all bidders who fulfil the 'Eligibility' and 'Qualification' criteria as on the last date of bid submission and continue to meet them till award of the contract.

(b) Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 5(a) above.

(c) The bidder, it's affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

(i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or by any Department of MoD, from participation in its/ their Tender Process;

(ii) Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department;

and/ or

(iii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Process for all of its entities, for:-

(aa) Offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/ or

(ab) Offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract; and/ or

(ac) Suspected to be of doubtful loyalty to the Country or a National Security risk, as determined by appropriate agencies of the Government of India.

(iv) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ blacklisted/ banned/ debarred as above.

(v) Not have an association (as a bidder/ partner/ director/ employee in any capacity):-

(aa) With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this

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shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

(ab) With near relations of executives of the Procuring Entity involved in this Tender Process.

(vi) Not have a conflict of interest which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempts should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

(d) The bidder must also fulfil other additional eligibility condition/s, if any, as may be prescribed in the RFP and must provide evidence of their continued eligibility to the Procuring Entity, if so required.

(e) Class-I/ Class-II Local Suppliers and Non-Local Suppliers (as defined by DPIIT) shall be eligible, subject to certain conditions as mentioned in the RFP.

(f) Bidders from specified countries sharing land borders with India (excluding those in development partnership with India, or where lines of credit have been extended by the GoI) shall be eligible to bid, subject to certain conditions as mentioned in the RFP.

(g) The Procuring Entity reserves its right to grant purchase preferences to Class-I Local Suppliers and or Micro and Small Enterprises (MSEs) as specified in the RFP.

(h) For indigenisation/ development contracts, Indian Vendors will be eligible, subject to meeting the definition of Indian Vendors and certain other conditions as mentioned in the RFP.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids**: The sealed Bids (Commercial) should be deposited/reach by 11.10.26, **1400 Hrs**. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids**: Sealed Bids should be either dropped in the Tender Box (Para IV) marked as '**AIR FORCE SCHOOL TENDER BOX**' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** By 12.10.26, 10.30 **Hrs** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).

4. **Location of the Tender Box: Main Guard Room, AFS Sulur,** only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

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5. **Place of opening of the Bids**: **AF School Sulur, 5BRD** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid System**: Single Bid.

7. **Submission of Bids** – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST 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**: The e-Procurement application provides an interface for vendors to seek clarifications online and the procurement authority to reply to the same. The start date and end date for seeking clarifications will be included in the critical dates indicated in the tender. In case of manual bidding, a prospective Bidder, who requires clarifications regarding the contents of the bidding documents, shall notify to the Buyer in writing about the clarifications sought, not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the queries and clarifications 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, as per the modalities given in relevant e-Procurement Portal. In manual bidding, a written notice of modification or withdrawal, if any, is to be sent by the Bidder in such a manner that it is received by the Buyer prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period, will result in forfeiture of the EMD/ bid security submitted by the concerned Bidder.

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. **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 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 or Re-tendering (in case if any).

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13. **Validity of Bids**: The Bids should remain valid till 90 Days from the last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **(2.5 % of the contract value)** along with their bids. The EMD may be submitted in the form of an Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of 45 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. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by the Ministry of Micro, Small and Medium Enterprises MSME/MSEs registered with National Small industries corporation (NSIC/Firms having Udyam Registration/ Startups recognized by the Department for promotion of Industry and Internal trade(DPIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Govt of India concerned for the same item/range of products/goods or services for which tender has been issued. The EMD/bid security will be forfeited if the Bidder withdraws of amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

15. **Bid Securing Declaration**. In place of a Bid security, the Bidders are required to sign a bid securing declaration, accepting that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of one year.

16. Special Instructions to Contractors/ Bidders for e-submission of bids online through e-Procurement Portals, may be adhered to. The details of the EMD and other documents submitted physically to the Organisation/ Unit and the scanned copies furnished at the time of bid submission online, should be the same, otherwise the Tender will be summarily rejected.

17. In case of e-Bidding, EMD instruments and certificates/ documents/ etc., should be dropped in either the Tender Box marked as ...TENDER BOX AF SCHOOL or sent by registered post at the address given above, so as to reach by the due date and time

Eligibility Conditions and Preference Policies

18. **Bidders from Specified Countries**. Orders issued by the Government of India restricting procurement from bidders of certain countries which share land border with India under Rule 144(xi) of GFR 2017 shall apply to this procurement, as follows:-

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(a) Any bidder from a country, which shares a land border with India, excluding countries as listed in the website of Ministry of External Affairs, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

(b) In Bids for Turnkey contracts, the successful bidder shall not be allowed to subcontract works to any contractor from such Restricted Countries unless such contractor is similarly registered with the Registration Committee constituted by the DPIIT. In such cases the bidders shall enclose certificate in the Bid Form.

(c) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods or services (including consultancy services and non-consultancy services), and turnkey projects, only if the bidder is similarly registered with the Registration Committee constituted by the DPIIT. The bidders shall enclose certificate in this regard in the Bid Form.

(d) "Bidder from such Restricted Countries" for the purpose of this clause means:-

(i) An entity incorporated, established, or registered in such a country; or

(ii) A subsidiary of an entity incorporated, established, or registered in such a country; or

(iii) An entity substantially controlled through entities incorporated, established, or registered in such a country; or

(iv) An entity whose beneficial owner is situated in such a country; or

(v) An Indian (or other) agent of such an entity; or

(vi) A natural person who is a citizen of such a country; or

(vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(e) The 'beneficial owner' for the purpose of sub-paragraph (d) above shall be as under:-

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

(ii) Explanations for the sub-paragraph (i) above are given below:-

(aa) "Controlling ownership interest" means ownership of or entitlement to more than 25% of shares or capital or profits of the company.

(ab) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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(ac) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than 15% of capital or profits of the partnership

(ad) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than 15% of the property or capital or profits of such association or body of individuals.

(ae) Where no natural person is identified under sub-paragraphs (aa), (ab), (ac) or (ad) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

(af) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

(f) An 'agent', for the purpose of sub-paragraph (c) above, shall be a person employed to do any act for another, or to represent another in dealings with third person.

19. **Conflict of Interest among Bidders/ Agents**. A Bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Buyer's interests. The Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:-

(a) They have controlling partner(s) in common; or

(b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; or

(c) They have the same legal representative/agent for purposes of this Bid; or

(d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder; or

(e) Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of components/ sub-assemblies/ assemblies from one bidding manufacturer in more than one bid.

(f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one Bid from the following:-

(i) The principal manufacturer directly or through one Indian agent on his behalf; and

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(ii) Indian/ foreign agent on behalf of only one principal.

(g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

(h) In case of a holding company having more than one independent manufacturing unit or more than one unit having common business ownership/ management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

20. Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024.

(a) Orders issued by the Government of India regarding eligibility to participate and for purchase preference to 'Local Suppliers' to encourage 'Make in India' and promote manufacturing and production of goods and services in India, as amended and revised till date, shall apply to this procurement.

(b) **Categories of Local Suppliers**. Bidders are divided into three categories based on Local Content {the amount of value added in India, which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percentage}:-

(i) 'Class-I local Supplier' with local content equal to or more than 50%, whichever is higher.

(ii) 'Class-II local Supplier' with local content more than 20%, whichever is higher, but less than that applicable for Class-I local Supplier.

(iii) 'Non-Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-paragraph (ii) above.

(c) **Purchase Preference**. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to Class-I local suppliers in procurements undertaken (where the estimated value to be procured is more than 50 lakh) by procuring entities in the manner specified hereunder.

(i) In the procurement of goods, which are divisible in nature, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:-

(aa) If L1 bid is not a Class-I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to

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match the L1 price or accepts less than the offered quantity, the next higher Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(ii) In the procurement of goods, which are not divisible, and in procurement of services where the bid is evaluated on price alone, the Class-I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier, as per following procedure:- (aa) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract shall be awarded to L1.

(ab) If L1 is not Class-I local supplier, the lowest bidder among the Class-I local suppliers shall be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.

(ac) In case such lowest *eligible* Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers, within the margin of purchase preference, match the L1 price, the contract may be awarded to the L1 bidder.

(iii) Class-II local supplier shall not get purchase preference in any procurement undertaken by procuring entities.

(iv) **Margin of Purchase Preference**. The margin of purchase preference shall be L1+20%.

(To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate their own tender specific criteria for award of contract amongst different bidders, including the procedure for providing purchase preference to 'Class-I local supplier' within the broad policy stipulated in sub-paras above)

(d) **Verification of Local Content**.

(i) The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.

(ii) In cases of procurement for a value in excess of ₹ 10 crore, the Class-I local supplier/ Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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(iii) Complaints about Local Content declarations may be made through the channels of Procuring Entity. *(Procuring Entity may prescribe fees for such complaints)*

(iv) False declarations shall be in breach of the Code of Integrity under Rule 175(1) (i)(h) of GFR 2017, for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of GFR 2017, along with such other actions as may be permissible under law.

(v) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

(e) **Ineligibility Based on Reciprocity**. Entities from such countries identified as not allowing Indian companies to participate in their Government procurement, shall not be allowed to participate on reciprocal basis in this tender. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

21. Public Procurement Policy for MSEs, 2012 (as amended in 2018 and subsequent amendments).

(a) Policies of the Government to support Micro and Small Industries (MSEs) in comparison to the large-scale Industries shall apply to this procurement.

(b) MSEs shall be exempted from payment of Earnest Money Deposit and issued tender documents free of cost.

(c) MSEs which are interested in availing benefits on purchase preference (as given in Sub Paragraph 21(d) below), shall enclose with their offer, the proof of their being registered as MSE on *Udyam*.

(d) **Purchase Preference**. Subject to the provisions of this Policy and to any specific instructions issued by the Nodal Ministry or in pursuance of this Policy, purchase preference shall be given to MSEs in procurements undertaken as under:-

(i) **Margin of Purchase Preference**. The margin of purchase preference shall be L1+15%.

(ii) If a MSE bidder quotes a price within the band of the L1+15% in a situation where the L1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded 25% of the total tendered value if they agree to match the L1 price.

(iii) In case of more than one such eligible MSE, the 25% quantity is to be distributed proportionately among these bidders.

(iv) Every Central Ministry/ Department/ PSU shall set an annual target for 25% procurement from the MSE sector. Within this, a sub-target of 4% is reserved for MSEs owned by Scheduled Caste (SC)/ Scheduled Tribe (ST) entrepreneurs (at least 51% share shall be held by SC/ ST promoters) and 3% is reserved for procurement from MSEs owned by women (if they participate in the tender process and match the L1 price). Provided that, in the event of failure of such SC/ ST or Women MSE to participate in the tender

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process or meet tender requirements and L1 price, 4% sub-target shall be met from other MSEs.

22. **Support to Startups recognised by DPIIT**. The under-mentioned policies of the Government to support Startups recognised by DPIIT, as amended and revised till date, shall apply to this procurement

(a) Exemption from payment of Bid Security/ EMD.

(b) Conditions of prior turnover and prior experience may be relaxed for Startups, subject to meeting the Qualitative Requirements/ Technical Specifications. Decision of the Procuring Entity in this regard shall be final.

Eligibility Declarations

23. The following declarations shall be made by the Bidder and submitted along with the Bid:-

(a) **Rule 144 (xi) of the General Financial Rules 2017 - Restrictions on Certain Countries sharing Land-Borders with India**.

"We, M/s ...., hereby confirm compliance to all the stipulations of the clause on restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017 and declare as under:-

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed) and we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.

AND

We have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India; and solemnly certify that we do not have any ToT arrangement requiring registration with the competent authority or, if having ToT arrangement with an entity from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."

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(b) **Make in India Status**. "We, M/s ...., having read and understood the Public Procurement (Preference to Make in India) (PPP-MII) Order, 2024 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, hereby submit a Self-Certification for Category of Suppliers, viz. Class-I Local Supplier/ Class-II Local Supplier/ Non-Local Supplier, giving the percentage of local content. [In case of Tenders above ₹ 10 crore, Class-I or Class- II Local Suppliers shall submit a certificate from statutory auditor/ cost accountant as per Sub-Paragraph 20 (d) (ii) above, along with the bid].

We also declare that we do not belong to any Country whose bidders are notified as ineligible on reciprocal basis under PPP-MII Order, 2024 (as amended and revised till date)."

24. **Bidders applying under MSE and Startup Categories**.

(a) **MSE Status**. *(Applicable for only those bidders applying under MSE category)*

"We, M/s ...., having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), do solemnly declare the following:-

(i) Type of Entity: .... *(Please specify Company/ Partnership Firm/ Proprietary Concern/ Society/ Trust/ NGO/ Others)*

(ii) Micro or Small Enterprise: .... *(Please specify Type)*

(iii) MSME Registering Body: .... *(Please specify NSIC/ DIC/ KVIC/ KVIB/ etc.)*

(iv) MSME Registration No.: .... *(Enclose copy of registration certificate)*

(v) *Udyam* Registration No.: .... *(Enclose copy of registration certificate, if applicable)*

(vi) Whether Proprietor/ Partner belongs to SC/ ST or Women category: .... *(Please specify names and percentage of shares held by SC/ ST Partners)*

(vii) MSE Registration Validity Date: .... *(Please specify Terminal validity date)"*

(b) **Startup Status**. *(Applicable for only those bidders applying under Startup category)*

"We, M/s ...., do hereby solemnly declare that we are a Startup entity as per the definition of the Department of Promotion of Industry and Internal Trade (DPIIT)." *(Enclose copy of registration certificate issued by DPIIT)*

25. **Experience and Past Performance**.

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(a) The Bidder) should have regularly for at least the last **three** years ending 31st March of the previous financial year (hereinafter called 'The Relevant Date'), manufactured and supplied ***(/ erected/ commissioned*** 1***)*** ………………………., with the same or higher specifications ***(having/ with ……..*** 2***)*** (hereinafter called 'The Product'); and

(b) The bidder' should have manufactured and supplied ***(/ erected/ commissioned*** 1***)*** at least 03 numbers (herein after referred as 'The Qualifying Quantity') of 'The Product' in at least one of the last five years ending on ' 31 Mar .

26. **Capability – Equipment & Manufacturing Facilities**. 'The Bidder' must have an annual capacity to manufacture and supply ***(/ erected/ commissioned*** 1***)*** at least '20. *(Note: In case of multiple products in a tender, this criterion shall be applicable product wise.*

27. **Financial Standing (Under all Conditions)**.

(a) The average annual financial turnover of 'The Bidder' during the last three years, ending on '31 Mar 26 ', should be at least ₹ **……20 Lakhs…..** 5 (or equivalent in foreign currency at exchange rate prevalent on 'The Relevant Date') as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

(b) The net worth of the Bidder firm (manufacturer or principal of authorised representative) on '31 Mar 26 should not be less than 5% of the estimated value of the contract.

(c) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on '31 Mar 26 and also should have not eroded by more than 30% (thirty percent) in the last three years, '31 Mar [Note - In case of Indian Bidders/ companies (manufacturer or principal of authorised representative) who have been restructured by Banks in India under the statutory guidelines, such Bidders would be deemed to have qualified the Financial standing criteria, considering the institutional financial backing available to them.]

28. **Additional Criteria**.

(a) **Applicability to 'Make in India'**. Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who meet all other criteria above, except for any one or more of the sub-criteria under Experience and Past Performance above, would also be considered to be qualified, provided:-

(i) Their foreign 'Make-in-India' associates (if applicable), meet all the criteria above without exemption; and

(ii) The Bidder submits appropriate documentary proof for a valid/ approved ongoing 'Make in India' agreement/ program.

(iii) The Bidder (manufacturer or principal of authorised representative) furnishes, along with the Bid, a legally enforceable undertaking jointly executed by himself and such foreign manufacturer (if applicable) for satisfactory manufacture, supply (and erection, commissioning, if applicable) and performance of 'The Product' offered,

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including all warranty obligations, as per the standard and special conditions of contract.

(b) **Authorised Representatives**. Bids of Bidders quoting as an authorised representative of a principal manufacturer would also be considered to be qualified, provided:-

(i) Their principal manufacturer meets all the criteria above without exemption; and

(ii) The principal manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form, assuring full guarantee and warranty obligations as per the standard and special conditions of contract; and

(iii) The Bidder himself should have been associated, as an authorised representative of the same or other principal manufacturer for the same set of services as in the present Bid (supply, installation, satisfactorily commissioning, after sales service, as the case may be) for same or similar 'Product' for past three years ending on 'The Relevant Date'.

(c) **For Existing Successful Past Suppliers**. In case the Bidder who is a successful past supplier of 'The Product' in at least one of the recent past **three** procurements (*change number, as applicable*), does not meet any one or more of the requirements above, such a Bidder would also be considered to be qualified, in view of his proven credentials for the maximum quantity supplied by him in such recent past.

(d) **Joint Ventures and Holding Companies**. Credentials of the partners of Joint Ventures cannot (repeat cannot) be clubbed for the purpose of compliance of Pre Qualification Criteria in supply of Goods/ Equipment, and each partner must comply with all the Qualification Criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements (SOR)**:

SCHEDULE CUM SCOPE FOR CONSTRUCTION OF SYNTHETIC RUNNING TRACK, LONG JUMP RUNNING TRACK, LONG JUMP PIT FILLED WITH SAND AND SHOTPUT ROUNDEL AT AF SCHOOL SULUR, 5 BRD

ASPHALT SUB BASE FOR RUNNING TRACK WITH SIDE WALL, WITH MATERIAL AND LABOR COST			
Ser No.	**Description of work**	**QTY**	**UNIT**
1.	Chemical Treatment against Termites to be done	15651	Sqft
2.	100 MM thickness of WMM	15651	Sqft

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3.	Application Emulsion of WMM surface, BM layer-30MM using mix of 20 MM & 12MM stone with 3.5% bitumen	15651	Sqft
4.	BM Layer-30MM using mix of 20MM &12MM stone with 3.5% bitumen	15651	Sqft
5.	AC Layer-20MM Thickness using 6MM&4MM with 4% bitumen	15651	Sqft
6.	Final Layer of Seal Dust to Cover	15651	Sqft
7.	Edge wall, excavation levelling & 2" inch PCC bed, 12" height cement brick wall with (Plastering)	2132	Sqft
8.	Drain Size 4.5x4.5ft width and Depth with reinforced concrete of M20 grade with cap	920	Sqft

13MM THICK SANDWICH RUNNING TRACK MATERIAL & LABOR COST			**AREA-15651 SQFT**		
Ser No.	**Job Description**	**Material Description**	**Thickness**	**No. of Coats**	**Area in Sqft**
1.	13MM Sandwich running track	PU Primer 2K	N/A	1	15651
2.		Base Layer-1(PU+ Recycled R)	11 MM	1	
3.		PU SL Sealer (Colored) in 1 layer mixed with fine rubber	2 to 3 MM	1	
4.		PU SL Top layer with EPDM		1	
5.		Broad Casting & Leveling		1	
6.		Line marking and Labor cost			

2. **Technical Details**: -

(a) Specifications/ drawings, as applicable- As mentioned in scope of work.

(b) Requirement of installation/ commissioning - Yes.

3. **Single-Bid System**

4. **<u>Delivery Period</u>** - Delivery period for supply of **items/services** would be **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.

5. **<u>Consignee details</u>** – **Executive Director, Air Force School Sulur, Air Force Station Sulur, Kangyampalayam, Tamil Nadu -641401**

PART III – STANDARD CONDITIONS OF RFP

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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 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

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

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

7. **Non-Disclosure of Contract Documents**. Except with the written consent of the Buyer/ Seller, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information with proprietary markings thereof to any third party, unless required by either Government of the Parties or by Seller's suppliers solely for the purpose of performing the obligations under the Contract.

8. **Liquidated Damages**: In the event of the Seller's failure to supply the stores/ goods/ any instalment thereof or fails to perform services, conduct trials, installation of equipment, training and MET as per schedule specified in a contract, the CFA, without prejudice to the rights of the purchaser to any other remedy for breach of contract, may recover from the contractor, a sum equivalent to 0.5% of the price {total cost (including elements of GST, freight/transportation and other variations like PVC/ERV etc.) of stores/incidental Works/Services, which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof. The total damages shall not exceed 5% of the Price {total cost (including elements of GST, freight/ transportation and other variations like PVC/ERV etc.) of stores/incidental Works/ Services. Any extension given by the buyer for delay attributable to buyer or on account of Force Majeure Clause is to be factored in delivery period.

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(a) In case of inordinate delay this maximum deduction shall be 10% of the Price (total cost), as stated above, of stores/ incidental works/services supplied with delay.

(b) Inordinate Delays: Inexcusable delays of more than one-fourth (25%) of the total delivery period shall be treated as inordinate delays.

9. **Termination of Contract**: Without prejudice to any other remedy for breach of the Contract, such as removal from the list of registered suppliers, the Buyer shall have the right to terminate this Contract in part or in full, by giving Termination Notice to the Seller any time after the default, but prior to the intended termination date, in any of the following cases:-

(a) The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than (....02...... weeks/ months) as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The performance in whole, or in part, or any obligation under this Contract is prevented or delayed by any reason of Force Majeure for a period exceeding 90 (ninety) days, provided Force Majeure clause is included in the Contract.

(d) The item offered by the Seller repeatedly fails in the inspection and/ or the Seller is not in a position to either rectify the defects or offer items conforming to the contracted quality standards.

(e) The Seller is found to have made any false or fraudulent declaration or statement or utilised the services of any person, party, firm or institution engaged as an agent to get the contract and made payment/ commission to such agents, or the Seller is found to be indulging in corrupt and unethical practices, directly or indirectly, to influence the award of the Contract.

(f) Any special circumstances that are to be recorded to justify the termination of the Contract.

(g) 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, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it

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shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

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, registration charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims, including claims from any third party at any time on account of the infringement of any or all such rights, whether such claims arise in respect of manufacture or use. The Seller shall have the sole responsibility to defend/ settle such claim(s). The Seller shall be responsible for completion of the supplies, including spares, tools, technical literature and training aggregates, irrespective of the fact of infringement of any or all these rights.

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, Duties and Levies**

(a) All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries).

(b) All indirect taxes and duties paid by the Seller on behalf of the Buyer will be reimbursed at actuals, or as quoted by the Seller, whichever is lower, based on production of documentary proof of payment.

(c) Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. 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.

(d) If a Bidder is exempted from payment of any duty/ tax up to 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. In such cases, relevant certificate/s will be issued by the Buyer later, to enable the Seller to obtain exemptions from taxation authorities.

(e) Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State 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 duty/ tax originally paid for the stores supplied under the Contract.

(f) Any upward revision in levies, taxes and duties levied by the Central/ State/ Local governments on final product as a result of any statutory variation taking place within Contract period, shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/ tax paid by the Seller. Similarly, in case of downward revision in any such 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, concessions, etc., if any, obtained by the Seller.

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(g) Levies, taxes and duties levied by Central/ State/ Local governments on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Bidders are required to include the same in the pricing of their product. Taxes and duties on input items/ raw materials, and any variations thereof, will not be paid by the Buyer and they may not be indicated separately in the bids.

(h) Liquidated damages or any other recoveries should not be shown as deductions on the invoice, and GST shall be applicable on the Invoice Amount.

(i) In case of Price Variation or Exchange Rate Variation, or any other variation, GST shall be applicable on the net invoice value after the variation is taken into account.

(j) In case of profiteering by the Seller relating to GST tax, the Procuring Entity shall treat it as a violation of the Code of Integrity in the Contract and take any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.

(k) For imported stores, the Bidder shall quote prices thereof exclusive of customs duty and shall specify separately the CIF/ CIP/ any other INCOTERMS (as applicable) prices and total amount of customs duty payable. The Bidder will also indicate correctly the rate of customs duty applicable, along with the Indian Trade Classification (ITC-HS) applicable. Customs duty if paid by the Seller will be reimbursed at actuals, on production of necessary documents.

OR

The Bidder will be exempt from payment of Customs Duty, for which Customs Duty Exemption Certificate (CDEC) will be provided by the Buyer.

(l) Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, 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 the 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.

(m) In case the Bidder obtains any refund of customs duty, subsequent to the payment of the same by him to the Customs authorities and reimbursement of the customs duty to him by the Paying Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

154. **Denial Clause**. In case the delay in delivery is attributable to the Seller or a non-Force Majeure event, any statutory increase in, or fresh imposition of any taxes/ duty, including customs duty, leviable in respect of the Stores specified in the said Contract, and/ or upward rise in prices due to the PV clause, and/ or any adverse fluctuation in foreign exchange, are to be borne by the Seller during the extended delivery period, while the Buyer reserves the right to get any benefit of a decrease in price on any aforesaid ground.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below

1. **Performance Guarantee.**

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(a) The Bidder will be required to furnish a Performance Guarantee by way of a Account Payee Demand Draft, Fixed Deposit Receipt (FDR), Banker's Cheque, Insurance Surety Bonds, Bank Guarantee (BG)/ Electronic BG (e- BG) or Electronic EMD (e-EMD) from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to **5 %** of the Contract value within 30 days of receipt of the confirmed order.Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty.

(b) In case any claims or any other Contract obligations are outstanding, the Seller will extend the Performance Bank Guarantee as asked for by the Buyer till such time as the Seller settles all claims and completes all Contract obligations including warranty. The Performance Bank Guarantee will be subject to encashment by the Buyer, in case the conditions regarding adherence to delivery schedule, settlement of claims and other provisions of the Contract are not fulfilled by the Seller.

2. **Option Clause**. The Contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity under the present Contract, in accordance with the same terms & conditions of the present Contract. This will be applicable within the original delivery period of the 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. **Tolerance Clause**. To take care of any changes in the requirement during the period starting from issue of RFP till placement of the Contract, Buyer reserves the right to increase or decrease the quantity of the required goods/ services up to a limit of .... %, without any change in the terms & conditions and the prices quoted by the Seller. While awarding the Contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

4. **Payment Terms for Indigenous Sellers**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments. Payment will be made as per the following terms, on production of the requisite documents:-

(a) 100% payment on delivery and acceptance by the user.

5. **Paying Authority**.

(a) **Indigenous Sellers**. *(Name and address, contact details)*. The payment of bills will be made on submission of the following documents (as applicable) by the Seller to the Paying Authority along with the bill:-

(i) Ink-signed copy of Contingent bill/ Seller's bill.

(ii) Ink-signed copy of Commercial invoice.

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(iii) Copy of EAS, Supply Order/ Contract with UO Number and date of IFA's concurrence, where required.

(iv) CRVs in duplicate.

(v) Inspection note.

(vi) Exemption certificate for taxes/ duties, if applicable.

(vii) Guarantee/ Warranty certificate, if applicable.

6. **<u>Risk & Expense Clause</u>.**

(a) Should the stores or any instalment thereof not be delivered within 90 days 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 (LD) as a remedy for breach of Contract, to declare the Contract as terminated, 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 at AF School Sulur, the Buyer shall be at liberty, without prejudice to any other remedies for breach of Contract, to terminate 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 terminated, either wholly or to the extent of such default, the balance of the stores remaining to be delivered thereunder.

7. **<u>Force Majeure Clause</u>.**

(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/ stores under the provisions of the present Contract), if the non-performance results from such Force Majeure circumstances as flood, fire, earthquake and other acts of God as well as war, military operations, blockade, or any other circumstances beyond the control of the parties, that have arisen after the conclusion of the present Contract.

(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 to 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.

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(d) Certificate of a Chamber of Commerce/ Commerce and Industry or other competent authority or organisation of the respective country shall be 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 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/ Contract for the goods/ stores received.

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

(a) "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 requirements of the Buyer as per modifications/ requirements recommended after the Maintainability Evaluation Trials. All technical literature and drawings shall be amended as per the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/ 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 techniques, along with necessary tools as a result of upgradation/ alterations will be provided to the Buyer free of cost within ......30....... days of affecting such upgradation/ alterations."

(b) Seller should have dedicated service centre/repair facility within100Kms from location of buyer. A certificate for authentication of address proff on Rs 10/- non-judicial stamp paper duly notorised is to be upload with bid documents and should be able to resolve any complaint within 48 Hr from receipt of complaint.

(c) CAD (Computer Aided Design) drawing of Construction of Synthetic running track, Long jump running track, Long jump pit filled with sand and Shotput roundel is mandatory, clearly indicating the exact specifications.

(d) An escalation chart including contact details of SPOC (Single point of contact), General Manager and Owner of the company is mandatory.

9. **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 in the Seller's country or specifications enumerated as per the RFP, and shall also include therein modifications 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 ....01 year........... (*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 the item would provide as much life as the original item.

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10. **Quality Assurance**. The Seller would provide the Standard Acceptance Test Procedure (ATP) within ....02......... month(s) of the date of signing the Contract. The Buyer reserves the right to modify the ATP. The Seller would be required to provide all test facilities at his premises for acceptance and inspection by the 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.

11. **Inspection Authority**. The Inspection will be carried out by AOC/Chairman SMC or by any independent Officer detailed by AOC/Chairman SMC. The mode of Inspection will be Departmental Inspection/ User Inspection/ Joint Inspection/ Self-certification.

12. **Pre-Dispatch Inspection (PDI)**. The following PDI clause will form part of the Contract placed on the successful Bidder:-

(a) The Buyer's representatives will carry out PDI of the stores/ equipment in order to check their compliance with the specifications, in accordance with its usual standard procedures. Upon successful completion of such PDI, the Seller and Buyer will issue and sign a Certificate of Conformity to certify the completeness of the item(s).

(b) The Seller shall intimate the Buyer at least 45 days before the scheduled date of PDI. The time required for completing visa formalities by the Seller should not be included in this notice. The Buyer will send his authorised representative(s) to attend the PDI.

(c) The list of Buyer's representatives together with their particulars including name, title, date and place of birth, passport numbers including date of issue and date of expiry, address, etc., must be communicated by the Buyer at least **15 days** in advance to enable the Seller to apply for the necessary authorisations and clearances to be granted.

(d) The Buyer reserves the right not to attend the PDI or to request for postponement of the beginning of the PDI by a maximum of 15 days from the date fixed for such PDI, in order to allow his representative(s) to attend such tests, in which case he shall inform in writing to the Seller within 15 days before the date of the beginning of the PDI. Should the Buyer request for such postponement, liquidated damages, if any, shall not apply. In case the Buyer informs the Seller within the period mentioned hereinabove that he cannot attend the PDI or in case the Buyer does not come at the postponed date requested by him for performance of the PDI as mentioned above, the Seller shall be entitled to carry out the said tests alone, as scheduled. The Certificate of Conformity and the Acceptance Test Report will be signed by the Seller's QA representative alone and such documents bearing the sole signature of the Seller's QA representative shall have the same value and effect as if they have been signed by both the parties. In case the Buyer does not elect to attend the PDI, the Buyer shall intimate the Seller in writing that it does not wish to attend the PDI.

(e) The Seller shall provide all reasonable facilities, access and assistance to the Buyer's representative(s) for their safety and convenience in the performance of their duties in the Seller's country.

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(f) All costs associated with the stay of the Buyer's representative(s) in the country where the PDI is to be carried out, including travel expenses, boarding and lodging, accommodation and daily expenses, shall be borne by the Buyer.

13. **Joint Receipt Inspection (JRI)**. The following JRI clause will form part of the Contract placed on the successful Bidder:-

(a) The Parties agree that the JRI of delivered goods shall be conducted on arrival at AF School Sulur nominated by the Buyer. JRI shall be completed within 45 days. JRI will consist of the following:-

(i) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the Contract and the invoices.

(ii) Complete functional checking of the stores/ equipment as per specifications in the Contract and as per procedures and tests laid down by the Buyer but functional checking of spares shall not be done.

(b) JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with a prior notice of a minimum of 15 days to attend the JRI for the delivered goods. The Seller shall have the right not to attend the JRI. The bio-data of the Seller's representative will need to be communicated 15 days prior to the dispatch of goods to the Buyer for obtaining necessary security clearance in accordance with the rules applicable in the Buyer's country.

(c) Upon completion of each JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties. In case the Seller's representative is not present, the JRI proceedings and Acceptance Certificate shall be signed by the Buyer's representative only, and the same shall be binding on the Seller. Copy of JRI proceedings and Acceptance Certificate shall be dispatched to the Seller within 30 days of completion of the JRI. In case of deficiencies in quantity and quality or defects, details of these shall be recorded in the JRI proceedings, the Acceptance Certificate shall not be issued, and claims raised as per the Article on Claims in the Contract. In case there are claims, the Acceptance Certificate shall be issued by the Buyer's representative after all claims raised during JRI are settled. If the Buyer does not perform the JRI as mentioned above for reasons exclusively attributable to him, the JRI in India shall be deemed to have been performed and the stores/ equipment fully accepted.

14. Claims. The following Claims clause will form part of the Contract placed on the successful Bidder:-

(a) The claims may be presented either:-

(i) On quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing.

OR

(ii) On quality of the stores, where quality does not correspond to the quality mentioned in the Contract.

(b) 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.

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Quality claims for defects or deficiencies in quality noticed during warranty period, shall be presented at the earliest but not later than 45 days after expiry of the warranty period. Quality claims shall be submitted to the Seller.

(c) The quantity claims for deficiency in quantity shall be presented within 45 days of completion of JRI and acceptance of goods.

(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 with the presented claim/s. 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 repaired or replaced goods at the same location under Seller's arrangement.

(f) Claims may also be settled by deduction of cost of deliverables under claim from Bank Guarantees submitted by the Seller or payment of claim amount by the Seller through demand draft

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

15. Warranty:-

(a) The following Warranty will form part of the Contract placed on the successful Bidder:-

(i) Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores and articles sold/ supplied to the Buyer under this Contract shall be of the best quality and workmanship and new in all respects, and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the Contract. The Seller hereby guarantees that the said goods/ stores/ articles would continue to conform to the description and quality aforesaid for a period of 12 months from the date of delivery of the said goods/ stores/ articles to the Buyer or 15 months from the date of shipment/ dispatch from the Seller's works, whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/ or approved the said goods/ stores/ articles, if during the aforesaid period of 12/ 15 months, the said goods/ stores/ articles are discovered to be not conforming to the description and quality aforesaid or not giving satisfactory performance or have deteriorated, the decision of the Buyer in that behalf shall be final and binding on the Seller, and the Buyer shall be entitled to call upon the Seller to rectify the goods/ stores/ articles or such portion thereof, as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Seller, and in such an event, the above period shall apply to the goods/ stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Seller shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

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(b) The following Warranty will form part of the Contract placed on the successful Bidder:-

(i) The Seller warrants that the goods supplied under the Contract conform to technical specifications prescribed and shall perform according to the said technical specifications.

(ii) The Seller warrants for a period of ....24............. months from the date of acceptance of stores by JRI or date of installation and commissioning, whichever is later, that the goods/ stores supplied under the Contract and each component used in the manufacture thereof, shall be free from all types of defects/ failures.

(iii) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 45 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of down time. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/ replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.

(iv) The Seller also warrants that necessary service and repair backup during the warranty period of the equipment shall be provided by the Seller, and he will ensure that the down time is within ....2............ % of the warranty period.

(v) The Seller shall associate technical personnel of the Maintenance agency and the Quality Assurance Agency of the Buyer during warranty repair, and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If particular equipment/ goods fail frequently and/ or the cumulative down time exceeds ....10... % of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of ......10............ days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after JRI by the Buyer or date of installation and commissioning, whichever is later.

(vii) In case the complete delivery of Engineering Support Package is delayed beyond the period stipulated in the Contract, the Seller undertakes that the warranty period for the goods/ stores shall be extended by that extent.

(viii) The Seller will guarantee the shelf life of ....3.......... years under Indian tropical conditions,

16. **Survival after Termination or Expiry**. The following articles shall survive the termination or expiration of this Contract (Articles to be added/ deleted as appropriate):-

(a) Non-Disclosure of Contract Documents.

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(b) Warranty.

(c) Law.

(d) Penalty for Use of Undue Influence.

(e) Patents and Other Industrial Property Rights.

(f) Product Support.

PART V - EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria**. Broad guidelines for evaluation of the 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 on the basis of the lowest price quoted by the particular Bidder as per the Price Bid Format given at Paragraph 2 below for LCS or QCBS, as applicable. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only Indian Bidders are competing, L1 bidder will be determined on all elements of costs including taxes and duties, etc., quoted by the Bidders.

() The Lowest Acceptable Bid will be considered further for placement of the Contract/ Supply Order after complete clarification/s and undertaking 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 undertake Apportionment of Quantity, if the Lowest Bidder is not in a position to supply full quantity within the stipulated time.

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

(a) **Basic cost of the items: -**

SCHEDULE CUM SCOPE FOR CONSTRUCTION OF SYNTHETIC RUNNING TRACK, LONG JUMP RUNNING TRACK, LONG JUMP PIT FILLED WITH SAND AND SHOTPUT ROUNDEL AT AF SCHOOL SULUR, 5 BRD

ASPHALT SUB BASE FOR RUNNING TRACK WITH SIDE WALL WITH MATERIAL AND LABOR COST			
Ser No.	**Description of work**	**QTY**	**UNIT**
1.	Chemical Treatment against Termites to be done	15651	Sqft
2.	100 MM thickness of WMM	15651	Sqft
3.	Application Emulsion of WMM surface, BM layer-30MM using mix of 20 MM & 12MM stone with 3.5% bitumen	15651	Sqft
4.	BM Layer-30MM using mix of 20MM &12MM stone with	15651	Sqft

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	3.5% bitumen		
5.	AC Layer-20MM Thickness using 6MM&4MM with 4% bitumen	15651	Sqft
6.	Final Layer of Seal Dust to Cover	15651	Sqft
7.	Edge wall, excavation levelling & 2" inch PCC bed, 12" height cement brick wall with (Plastering)	2132	Sqft
8.	Drain Size 4.5x4.5ft width and Depth with reinforced concrete of M20 grade with cap	920	Sqft

<table>
<tr><th colspan="3">13MM THICK SANDWICH RUNNING TRACK MATERIAL & LABOR COST</th><th colspan="3">AREA-15651 SQFT</th></tr>
<tr><th>Ser No.</th><th>Job Description</th><th>Material Description</th><th>Thickness</th><th>No. of Coats</th><th>Area in Sqft</th></tr>
<tr><td>1.</td><td rowspan="5">13MM Sandwich running track</td><td>PU Primer 2K</td><td>N/A</td><td>1</td><td rowspan="6">15651</td></tr>
<tr><td>2.</td><td>Base Layer-1(PU+ Recycled R)</td><td>11 MM</td><td>1</td></tr>
<tr><td>3.</td><td>PU SL Sealer (Colored) in 1 layer mixed with fine rubber</td><td rowspan="3">2 to 3 MM</td><td>1</td></tr>
<tr><td>4.</td><td>PU SL Top layer with EPDM</td><td>1</td></tr>
<tr><td>5.</td><td>Broad Casting & Leveling</td><td>1</td></tr>
<tr><td>6.</td><td></td><td>Line marking and Labor cost</td><td></td><td></td></tr>
</table>

(b) <u>Accessories</u>:
(c) <u>Installation/ Commissioning charges</u>:
(d) <u>Training</u>:
(e) <u>Technical Literature</u>:
(f) <u>Tools</u>:
(g) <u>AMC</u>:
(h) <u>Any other item</u>:
(i) **<u>Is GST/ Customs Duty extra? If yes, mention the following</u>**:-

(i) Total value of items on which GST/ Customs Duty is leviable:
(ii) Rate of GST/ Customs Duty (item-wise, if different rates are applicable):
(iii) Total value of GST/ Customs Duty payable:

(j) <u>Any other Taxes/ Duties/ Freight/ Insurance/ Overheads/ Other costs</u>:

(k) <u>Grand Total</u>:

<u>Note</u>:- Determination of L1 will be done based on total Cost, as arrived at in Paragraph 2 (l) above.

Company seal (Authorised signatory of company)

Date:

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