

Tele: 02831-278288

Air Force Station Bhuj
Taluka- Bhuj
Dist- Kutch, Gujarat
Pin-370001

27WG/1372/3/EDN

30 Dec 22

M/s.....
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*ALL VENDORS ARE TO FORWARD THEIR QUOTES ON
THEIR FIRM'S LETTER HEAD ALONG WITH THE RFP
DOCUMENT EACH AGE DULY STAMPED AND SIGNED.

** RATE OF GST IS TO BE MENTIONED ON FIRM'S LETTER
HEAD SEPARATELY WHILE QUOTING RATES.

REQUEST FOR PROPOSAL
(AIR OFFICER COMMANDING AF STN BHUJ)
INVITATION OF BIDS FOR PURCHASE OF GENERATOR SET 160 KVA, 3 PHASES
AT AIR FORCE SCHOOL BHUJ
(ON TWO BIDS SYSTEM (I.E. TECHNICAL BID & COMMERCIAL BIDS)
RFP NO: 22-23/AF SCHOOL BHUJ/OPN/TDR/08 DATED 29 DEC 22

1. Bids in sealed cover 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 numbers for sending Bids or seeking clarifications regarding this RFP are given below:

- (a) Bids/ queries to be addressed to : **The Chairman SMC, AF School, Bhuj**
- (b) Postal address for sending the Bids : **The Chairman SMC (Attn; Executive Director)
Air Force School, Air Force Station Bhuj
Kutch (Dist) Gujarat-370001**
- (c) Name / Designation of the contact personnel : **Fg Offr Dheeraj Choudhary, Executive
Director Air Force School, Bhuj**
- (d) Telephone numbers of the contact personnel : **02831-244176, 9409322480, Extn No 7210**
- (e) Gmail ID : airforceschoolbhuj@gmail.com

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

(a) Part I - Contains General Information and Instructions for the Bidders about the RFP such as the place of submission and opening of tenders, Validity period of tenders, etc

(b) Part II- Contains essential details of the items/ services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will also form part of the Contract with the successful Bidder.

(d) Part IV- Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) 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.

PART I

GENERAL INFORMATION

1. **Last date and time for depositing the Bids :** **1100 Hrs on 18 Jan 23.** The sealed Bids should be dropped in the tender box on or before the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids:** **Sealed bids** should be dropped in the tender box kept at Sub Guard Room or by Regd Post only located at Air Force Station Bhuj, Bhuj-370001 by the due date and time. Late tenders will not be considered. Bids received by post after due date and time will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bidders are required to submit Earnest Money Deposit (EMD) along with their **TECHNICAL** bids only. Non-compliance would result in rejection of bid.

3. **Time and Date for Opening of Bids:**

TECHNICAL BID at 1130 Hrs on 19 Jan 23 & COMMERCIAL BID to be intimated later.

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 date at the same time or on any other day/time, as intimated by the Buyer.

4. **Location of the Tender Box:** **Sub Guard Room, Air Force Station, Bhuj, Bhuj - 370001.** Tender Box marked as Air Force School, Bhuj. Only those Bids that are dropped at tender box in Sub Guard Room and those received by Regd post before the due date and time will be opened. Bids dropped in the improper Tender Box will be rendered invalid.

5. **Place of Opening of the Bids:** The verification of the documents will be done at Air Force Station, Bhuj on the day of opening of the technical bids. The Bidders may depute their representatives, duly authorized in writing, to attend the event 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 representative of all the Bidders. This event will not be postponed due to non-presence of representative of any of the firms.

6. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/letter pad inter-alia furnishing details like PAN number, GST number, Bank address and Account details with complete postal and E-mail address of their office.

7. **Two Bid System.** The Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. **Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. The Technically qualifying firms shall be intimated about the same prior to opening of Commercial bids.**

8. **Clarification Regarding Contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Authority in writing about the clarifications sought not later than **07 (Seven)** days prior to the date of opening of the Bids. At the same time, the Authority may, at their discretion ask the Bidders for clarification of his bid at the time of evaluation and comparison of bids. Copies of the query and clarification by the purchaser will be sent to as corrigendum for 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 appropriate authority. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in forfeiture of Bidder's Bid Security/ EMD.

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. Conditional Bids will not be accepted.

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.

13. **Validity of Bids:** The Bids should remain valid for **120 days** from the date of opening of tenders from the last date of submission of the Bids.

14. **Performance Bank Guarantee.** 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 for a sum equal to 3% of the Supply Order value within 45 days of receiving the Supply Order. PBG should be valid up to 60 days beyond the date of warranty.

15. Alteration/amendments in the bids should clearly be rounded off and initiated by the representative of the firm under whose signature the bids have been submitted.

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

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

18. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 35,000/- (Rupees Thirty Five Thousand only) along with the **TECHNICAL** bids only. The EMD may be submitted in the form of 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 in favour of "AIR FORCE CHILDREN SCHOOL, BHUJ". 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. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS &D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. A proof of such exemption in the said category of products/services be submitted along with Technical Bid. In case the exemption certificate is not found attached, the bid will be rejected.

PART II- ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. Schedule of Requirements:

Type of Items / service required (DG Set:160 KVA, 3 Phase, Qty- 01)	Qty
<p>(a) <u>Make-</u> Greeves /Mahindra/Kirloskar/Crompton/Cummins/ or equivalent.</p> <p>a) Engine: Direct injection, water cooled, six cylinders, 4 stroke, rated at 1500 RPM, confirming to ISO 3046 / BS 5514 with the following: -Radiator cooling -Mechanical governor -Exhaust mani fold with SS exhaust flexible -Fly wheel and fly wheel housing -Fuel and lube oil filters -Dry type air cleaner -Starter motor, battery charger</p> <p>b) Alternator: Meccalte / Leroy Somer / Stamford / CG</p> <p>c) Acoustic Enclosure: Powder coated weather proof canopy. Engine and alternator mounted on AV mounts, with silencer and SS exhaust bellow optimized to meet stringent MOEF / CPCB norms for sound and emission -Base rail with draw out type fuel tank, drain plug, inlet and outlet connections, air vent, level gauge</p> <p>d) Control Panel: Fabricated from CRCA sheet and powder coated with RAL 9003 with the following: -MCCB of suitable rating with short circuit protection -Controller with multi feature display -Load on and set running indication lamps -Copper conductor cables between alternator and control panel</p> <p>e) Literature: -Operation and spare parts manual in CD format -Installation and general maintenance guidelines -Foundation drawing -Alternator and control panel wiring drawing sp</p> <p>f) Installation: Price should include complete installation on hard standing and Iron shed (to be constructed by seller) including connecting the DG Set though AMF Panel. Chemical earthing & specified by make/brand. LT Cable Cover, LT/UG cable XLP armed cable 3 core, Fine river sand for cushioning/ protection to cable, Excavation, installation and transport charges.</p>	01

2. **Delivery Period:** Delivery Schedule / Installation of DG set should be completed by 30 Days as per schedule of requirement at Air Force School Bhuj. The supply order can be cancelled unilaterally by the buyer. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **Terms of Delivery:** Delivery at site Air Force School Bhuj

4. **Consignee Address:** Air Force School, Bhuj, Air Force Station Bhuj, Kutch- 370001

PART III- STANDARD CONDITIONS OF RFP

The Bidders are 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 this station. 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. **Arbitration:** All disputes, differences or questions between the parties prior to touching the subject matter of the agreement of the respective rights or duties of liabilities of the parties under/ or in respect of this agreement shall be referred to sole arbitration of The Air Officer Commanding of this unit, Indian Air Force or person appointed by him or his behalf and the decision of such arbitration shall be the place as the Air Office Commanding at his discretion may determine.
3. **Jurisdiction of Court:** The Courts of the place from where the acceptance of the tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. In this case the jurisdiction of court shall be Bhuj.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give directly or indirectly, and 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 disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or any one 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 the any other person in a position of 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. **Non-disclosure of contract documents:** Except with the consent of buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
6. **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 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 payment made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate.

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

8. **Liquidated Damages:-** In the event of the seller's failure to submit the Bonds, guarantees and Documents, supply the stores/ goods and conduct trail, installation of equipment, training, etc. As specified in the contract, the Buyer may, at his discretion, withhold any payment unit 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 undelivered stores/ services mentioned above for every week, subject to the maximum value of the Liquidated Damages being not higher than **10%** of the value of the delayed store.

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:

- (a) The delivery of the material/ service is delayed for causes not attributable to Force Majeure for more than (One Month) after the scheduled date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force majeure by more than (One Months) provided Force majeure clauses are included in contract.
- (d) The buyer has noticed that the seller has utilized the services of any Indian / Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English 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 party thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any party thereof.

12. **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.

3. **Taxes and Duties**

(a) **General**

(i) If Bidder desires to ask for excise duty or 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.

(ii) If reimbursement of any GST 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 entreated after the opening of tenders.

(iii) 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.

(iv) 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. Stipulations like, the said duty/tax was presently not applicable but the same will be charges 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 charges 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.

(v) 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.

PART IV- SPECIAL CONDITIONS OF RFP

1. **Performance Guarantee**: The bidder is 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 HDGC bank Ltd) for a sum **equal to 3% of the contract value** 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 specimen of PBG is given in Form DPM-15 (Available in MOD website and can be provided on request).
2. **Warranty / Guarantee clause**: The contractor / seller hereby will submit a certificate that the goods/ stores/ articles sold / supplied to the purchases under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained / mentioned in this contract. Warranty period for the generator is **12 months** with maintenance.
3. **Terms of payment**: The Executive Director Air Force School Bhuj will make payment of bills cheque to the carrier within 30 days of receipt of bills along with a copy of GR duly receipted by the consignee.
4. **Advance Payment** : No Advance payment(s) will be made.
5. **Payment Terms**: Stage wise payment to be made to the firms on completion of each course.
6. **Paying Authority**: Executive Director Air Force School Bhuj (from School fund)
7. **Inspection Authority**: Chairman or his representative

PART V- EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria**: The broad guidelines for evaluation of bids will be as follows:
 - (a) Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP both technically as well as commercially.
 - (b) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the price format given at para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) In cases where only indigenous bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the bidders will be considered. The ultimate cost to the buyer would be the deciding factor for ranking of bids.
 - (c) The bidders are required to spell out the rates of customs duty, Excise duty, GST, Service tax etc in unambiguous terms, otherwise their offers will be loaded with maximum rates of duties and taxes for the purpose of comparison of prices. If re-imbursement of customs duty /Excise duty/GST 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 process quoted are firm and final and claim on account of such duties will be entailed after the opening of tenders.
 - (d) If there is any 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.
 - (e) 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.

2. The vendors are required to check the following before submission of their offer against TE

SI No	Details	Yes/ No
(i)	Have you read and understood all clauses mentioned in Pr-I to Pt-V of RFP ?	
(ii)	Have you filled the bids in clear terms?	
(iii)	Is there any deviation from the T & C of RFP?	
(iv)	If (iii) is yes, have you listed out the deviations?	
(v)	Are you submitting bids in time?	
(vi)	Have the subject items been supplies to IAF/ other agency earlier?	

3. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details and Bidders are also requested to quote GST separately and other charges, non quoting of GST separately will leads to rejection of bid L-1 bidder will be decided based on Basic cost of items only.

- (a) Basic cost of the item/ items:

Type of items (DG Set:160 KVA, 3 Phase, Qty- 01)	Basic Rate	GST @.....%	Total Rate
<p>(a) Engine: Direct injection, water cooled, six cylinders, 4 stroke, rated at 1500 RPM, confirming to ISO 3046 / BS 5514 with the following:</p> <ul style="list-style-type: none"> -Radiator cooling -Mechanical governor -Exhaust manifold with SS exhaust flexible -Flywheel and flywheel housing -Fuel and lube oil filters -Dry type air cleaner -Starter motor, battery charger <p>(b) Alternator: Meccalte / Leroy Somer / Stamford / CG</p> <p>(c) Acoustic Enclosure: Powder coated weather proof canopy. Engine and alternator mounted on AV mounts, with silencer and SS exhaust bellow optimised to meet stringent MOEF / CPCB norms for sound and emission</p> <ul style="list-style-type: none"> -Baseraill with drawout type fuel tank, drain plug, inlet and outlet connections, airvent, level. <p>(d) Installation: Price should include complete installation on hard standing and Iron shed (to be constructed by seller) including connecting the DG Set though AMF Panel. Chemical earthing & specified by make/brand. LT Cable Cover, LT/UG cable XLP armad cable 3 core, Fine river sand for cushioning/ protection to cable, Excavation, installation and transport charges.</p>			

- (b) GST

Total value on which GST is leviable:
Rate of GST leviable:
Total value of GST leviable:
Any other Overheads/ other costs:
Grand Total:

(Dheeraj Choudhary)
Fg Offr
Executive Director
Air Force School Bhuj