

RFP for Development of Sports Infrastructure, {Basketball Court & Volley Ball Court (Renovation)}
at Air Force School Ambala

REQUEST FOR PROPOSAL

DEVELOPMENT OF SPORTS INFRASTRUCTURE
{BASKETBALL COURT AND VOLLEY BALL COURT (RENOVATION)}
AT AIR FORCE SCHOOL AMBALA

ACTIVITY SCHEDULE

- Please find the RFP for Development of Sports Infrastructure which includes:-
 - Renovation of Basket Ball Court: Synthetic/ PP Tiles basket Ball Court Including base, sub base, drainage, pole, light and all marking
 - Volley Ball court Synthetic/ PP Tiles with Drains

<u>Event</u>	<u>Activity</u>
Earnest Money Deposit (EMD)	Rs 90,000/-
Tender Publishing Date	05 Mar 24
Bid Submission Last Date & Time	19 Mar 24 (1430 Hrs)
Envelop I	Technical Bid
Envelop II	Commercial Bid
Date & Time of opening of Tech Bid	20 Mar 24 (1000 Hrs)
Date & Time of opening of Financial bids	Will be intimated later to the shortlisted Bidders
Validity of bid	120 Days from the date of bid submission
Bidder may contact (in case of queries)	Executive Director Air Force School — Ambala, Alexendra Road, Ambala Cantt - 133001 Phone - 0171-2641314, 9416040611

Signature and Stamp of Bidder

IMPORTANT NOTE

1. EMD to be enclosed in envelope containing Technical bid.
2. Each page of the RFP should be duly stamped and signed by an authorized signatory.
3. The bidder should quote rate after inspecting Air Force School, Ambala and nature of work required to be done at site.
4. The buyer has sole right to accept or reject bids without assigning any reason whatsoever.
5. Submission of bid by the bidders will be presumed as the bidder has visited the Air Force School Ambala (Senior Secondary Wing) and have sufficient knowledge of work / associated work required to be undertaken for this contract.

Signature and Stamp of Bidder

**RFP for Development of Sports Infrastructure, {Basketball Court & Volley Ball Court (Renovation)}
at Air Force School Ambala**

Tele: 0171- 2641314

Air Force Station
Ambala Cantt – 133 001

7WG/2737/4/EDN (AF School)

04 Mar 24

REQUEST FOR PROPOSAL

**DEVELOPMENT OF SPORTS INFRASTRUCTURE,
{BASKETBALL COURT AND VOLLEY BALL COURT (RENOVATION)}
AT AIR FORCE SCHOOL AMBALA (TWO BID SYSTEM)**

1. The Bids in sealed covers are invited for construction of development of sports infrastructure at Air Force School Ambala. Please super scribe **DEVELOPMENT OF SPORTS INFRASTRUCTURE, RENOVATION OF BASKETBALL COURT AND VOLLEY BALL COURT AT AIR FORCE SCHOOL AMBALA** and underlined.

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

- | | | |
|-----|-------------------------------------|---|
| (a) | Bids / queries to be address to | Executive Director |
| (b) | Postal Address for sending the bids | Air Force School, Alexandra Road,
Church Compound, Ambala Cantt,
Haryana-133001 |
| (c) | Telephone numbers | 0171-2641314, 9416040611 |

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

- (a) Part I – Contains General Information and Instructions.
- (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 form part of the Contract with the Successful Bidder.
- (d) Part IV — Contains Special Conditions applicable to this RFP and which will also is the part of contract with the Successful Bidder.
- (e) Part V - Evaluation Criteria and format for price bids.

Signature and Stamp of Bidder

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at Air Force School Ambala

4. The buyer has sole right to accept or reject bids without assigning any reason whatsoever. Submission of bid by the bidders will be presumed as the bidder has visited Air Force School Ambala (Senior Secondary Wing) and have sufficient knowledge of work / associated work required to be undertaken for this project.

5. The RFP is being issued with 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.

Yours faithfully,



(Joginder Maini)
 Gp Capt
 Executive Director
 Air Force School Ambala

Signature and Stamp of Bidder

PART — I GENERAL INFORMATION

1. Last date and time for depositing the Bids **19 Mar 24 at 1430 hrs**

2. Manner of depositing the Bids Sealed separate Bids for technical specification and price of the items should be either dropped in the Tender Box kept at gate of AF School (Sr Sec Wing) Ambala marked as '**DEVELOPMENT OF SPORTS INFRASTRUCTURE, {BASKETBALL COURT & VOLLEY BALL COURT (RENOVATION)} (TECHNICAL BID) AND DEVELOPMENT OF SPORTS INFRASTRUCTURE, {BASKETBALL COURT & VOLLEY BALL COURT (RENOVATION)} (FINANCIAL BID) AT AIR FORCE SCHOOL AMBALA**' 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. Opening of bids will be done in following manner: -
 - (a) Technical bid consisting of all technical details along with commercial terms and conditions and EMD will be opened first and if the technical specification meets the requirement of buyer.
 - (b) Financial bid indicating item-wise price for the items mentioned in the technical bid and all other commercial terms and conditions will be opened only after approval of competent authority on a separate specified date. Tax whether inclusive or exclusive is to be clearly indicated along with tax percentage.

3. **Time and date for opening Bids** **20 Mar 24 at 1000 hrs** at Air Force School, Ambala Cantt.

Commercial (Price) Bids: after Date of opening of the Commercial Bids will be intimated acceptance of the Technical Bids.

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

4. **Location of the Tender Box** **Air Force School, Alexandra Road, Church Compound, Ambala Cantt.** Only those bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of Opening of the Bids** The Bids will be opened at **Air Force School (Sr Sec Wing), Alexandra Road, Ambala Cantt.** The Bidders may depute their representatives duly authorised in writing, to attend the opening of the Bids on the due date and time. Rates and important commercial / technical clauses will be read out in the presence of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two Bid Systems** Yes

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at Air Force School Ambala**

The bidders are requested to submit technical and commercial bids separately. In case of the Two-bid system, only 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.

7. Forwarding of Bids Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST Number (along with the photocopy / printout of GST registration certificate), Bank address with NEFT account if applicable, etc complete postal and email address of their office.

8. Clarification regarding contents of the RFP A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 (seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. Modification and Withdrawal of Bids A bidder may modify or withdraw his bid after submission provided that a written notice of modification or withdrawal is received by this Board prior to the deadline prescribed for submission of bids. A withdrawal notice may be sent duly signed by post on the address mentioned in the RFP. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

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 the 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 default Bidder may be delisted for the given range of items as mentioned in the RFP

13. Validity of bids The Bids should remain valid for 120 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 Rs 90,000/- (Rupees Ninety Thousand only) along with their

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bids in favour of Air Force School Ambala payable at Ambala. The EMD is to be placed along with Technical Bid in the same envelope. The EMD may be submitted in the form of an Fixed Deposit Receipt 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 Ninety 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 Guarantee 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 Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

PART II — ESSENTIAL DETAILS

1. **Visit to School** Submission of bids by the bidders will be presumed as the bidder has visited Sr sec Wing of Air Force School Ambala and have sufficient knowledge of work / associated work required to be undertaken for this project.
2. **Quality of Items** The bidder shall guarantee that items delivered to the school are brand new and in fully operational and installed state. Consistency in quality shall be maintained for the entire cost of products offered. All the equipments shall be supplied with the relevant interface cables, setup software/ CDs and necessary standard accessories.
3. The bidder should give an undertaking therein, clearly and unambiguously mentioning that he/she has neither been black listed nor any criminal cases is pending against him / them by any of the schools / Educational Institute with whom it had contract for Construction of Synthetic Basket Ball court & Synthetic Volleyball court or any other construction/ procurement / supply of items etc during last five years or has been penalized by such organized on account of poor / spurious quality / services.
4. **Schedule of Requirement.** Details of requirements for Renovation of Synthetic Basket Ball Court & Synthetic Volley Ball Court in AF School Ambala are appended as below:-

<u>Sl No.</u>	<u>Name of items with Specification</u>	<u>Qty</u>	<u>Dimensions</u>
	<u>Basket Ball Court :</u> (a) Constructions of 5 inch thick M25 concrete floor:- <ul style="list-style-type: none"> • 5 inch thick VDF (Vaccum de-watered) flooring 		

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01	<p>with proper machinery and equipments in M 25 concrete above 3 inches thick sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. (Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee)</p> <ul style="list-style-type: none"> • 4-6 mm thick layer of floor hardener on top of 5 inch thick VDF flooring of make sika, Dr-fixit or equivalent on freshly poured concrete @5.5-6.0KG/SQM • Concrete to be poured as monolithic slab without joints and partition • Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing • Grooves to be filled with polyurethane <p>(b) <u>Fixing of ITF certified PP Tiles:-</u></p> <ul style="list-style-type: none"> • Fixing of ITF certified PP Tiles having thickness not less than 15.7 mm and double layered double meshed made from 100% virgin raw material • Make in India product with certificate • Fixing includes all marking and side beading. • 5 years guarantee against color and any other defects. • Durability of at least 10-15 years <p>(c) <u>Fixing of Basket ball Poles (Qty - 02 No.'s)</u></p> <ul style="list-style-type: none"> • Fixing of Basketball pole 8 inch round pipe (5mm thickness) with transparent fiber glass board/ acrylic Board 30 mm thickness with angle iron frame for protection and DUNKIN ring & net 2.2 meter extension, NBA standard poles. <p>(d) <u>S&F of LED Lights 150 Watts each on poles 17 Ft Height (Qty -04 No.'s)</u></p> <ul style="list-style-type: none"> • LED Flood lights 150 watt (IP 68) each including GS Steel poles of height 17 Ft • All necessary electrical connections of poles in 4 SQMM copper wire ISI marked (Approx 300 mtr) <p>IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on & off switches incoming supply from main line to above described sheet metal box in xlpe cable ,heavy duty PVC insulated steel stripped power</p>	01 Job	32 mtr X 19 mtr
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	<p>cable 10 sq mm 2 core wire ISI marked 130 meter)</p> <ul style="list-style-type: none"> Erection of poles in concrete 1:2:4 with foundation bolts and plate Flood light of make Crompton, Havells or equivalent <p><u>(e) Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> M&L for excavation of drain M&L for concrete bedding PCC 1:2:4 M&L for concrete sides in PCC 1:2:4 including smooth finish <p><u>(f) Sand filling on sides (1 job):</u> Filling of sand in tapered on all the sides of raised court flooring to avoid stumbling.</p> <p><u>(g) Fencing 10 feet high around basketball court with gate:</u></p> <ul style="list-style-type: none"> S&F of mild steel section as in angles/tubular section for poles, gate and horizontal ties – 2950 kg. Supply and fixing of hot dipped galvanized chain link fencing tied/bolted/welded to frame 1380 KGs Excavation for post holes for poles 9 cum P.C.C 1:2:4 for erection of poles 9 CUM 2 coats of synthetic enamel paint over 1 coat of red oxide primer on posts. 		
02	<p>Volley Ball Court: Construction of PP Tiles Volleyball Court of Size 25M X 12M (3230 SQF)</p> <p><u>(a) CONSTRUCTION OF 5 INCHS THICK M25 CONCRETE FLOOR:</u></p> <ul style="list-style-type: none"> 5 inch thick VDF (Vaccum de-watered) flooring with proper machinery and equipments in M 25 concrete above sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. <p>(Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee)</p> <ul style="list-style-type: none"> 4-6 mm thick layer of floor hardner on top of 5 inch thick VDF flooring of make sika, Dr-fixit or 	01 Job	25x12 mtr

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<p>equivalent on freshly poured concrete @5.5-6.0KG/SQM</p> <ul style="list-style-type: none"> • Concrete to be poured as monolithic slab without joints and partition • Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing • Grooves to be filled with polyurethane <p>(b) <u>FIXING OF PP TILES :-</u></p> <ul style="list-style-type: none"> • Fixing of ITF certified PP tiles having thickness Not less than 15.7 mm and double layered Double meshed made from 100% virgin raw Material • Make in India product with certificate • Fixing includes all marking sand side beading. • 5years guarantee against color and any other Defects • Durability of atleast 10-15 years <p>(c) <u>Fixing of volleyball poles with net .(Qty 1 no)</u></p> <p>(d) <u>S&F OF LED FLOOD LIGHTS (150 WATT) - 2 NO'S</u></p> <ul style="list-style-type: none"> • Led flood lights 150 watt(ip 68) each including GS steel poles of height 17 ft • All necessary electrical connections in 4 sqmm copper wire isi marked (approx 170 meters) • IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on &off switches • Incoming supply from main line to above described sheet metal box in xlpe cable ,heavy duty PVC insulated steel stripped power cable 10 sq mm 2 core wire ISI marked (approx 170 meter) • Erection of poles in concrete 1:2:4 with foundation bolts and plate • Flood light of make Crompton, havells or equivalent <p>(e) <u>Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> • M&L for excavation of drain • M&L for concrete bedding PCC 1:2:4 • M&L for concrete sides in PCC 1:2:4 including smooth finish <p>(f) <u>Sand filling on sides (1 job) :</u> Filling of sand in tapes on all the sides of raised court flooring to avoid stumbling.</p>		
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5. **Technical Details** As mentioned in para 4 above.
6. **Two Bid System** Yes (Technical and Commercial bids)

In respect of two bid system, Bidders are required to **FURNISH CLAUSE BY CLAUSE COMPLIANCE OF SPECIFICATIONS** bringing out clearly the deviations from specification, if any. The bidders are requested to **SUBMIT TECHNICAL AND COMMERCIAL BIDS SEPARATELY AT SAME TIME**. These are to be dropped in the tender box kept for the purpose. Initially the technical bids of all bidders will be opened and their eligibility will be checked. Subsequently, the commercial bids i/r/o successful bidders will be opened. Only the Technical Bid would be opened on the time and date mentioned above.

ENVELOPE — I (Technical Bid) The Technical Bid contains duly filled envelop and signed RFP & stamped by bidder must be submitted in an organized and neat manner. The bid must contain the following:-

- (a) Compliance to all technical requirements along with allied requirements as mentioned in para 4 above is to be enclosed as annexure 'A'.
- (b) Other technical details of the product like leaflets /manuals etc as applicable.
- (c) Complete address of the vendor as per **Annexure 'C' with contact details**.
- (d) Warranty Clause
- (e) Earnest Money Deposit (EMD)
- (f) Signed and filled **Annexures 'A', 'B', 'C', 'D', 'E' & 'F'**

The Bidders are to submit the compliance statement in the following format with Technical Bid (**annexure 'A'**):-

Specifications item wise	Specification of item offered	Compliance to RFP specification — Whether Yes/No	In case of noncompliance deviation from RFP to be specified in unambiguous term
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ENVELOPE II (Commercial Bid) The commercial bid must be given in a sealed envelope and must contain the commercial details as per **Annexure 'F'** on letterhead. It must give all the relevant price information and should not contradict the technical bid in any manner.

7. **Delivery Period** Within 90 working days from the date of confirmed purchase order. Please note that Contract/ SO can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of
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contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause. Prices must be quoted on for destination basis by road inclusive of all packing, Forwarding, Freight charges, Transit insurance and any other charges as applicable. GST should be mentioned extra. The consignee for the contract is Air Force School Ambala.

8. In Terms for Delivery and Transportation It is the responsibility of bidder to bear fully all the expenses of the delivery and the transportation charges.

9. Consignee details Air Force School, Alexandra Road, Ambala Cantt, Haryana 133001.

10. The following documents duly authenticated must be submitted along with Technical bid in separate:-

- (a) Copy of PAN Card.
- (b) Trade license / manufacturing license, if any.
- (c) GST Registration Number along with copy of GST registration certificate
- (d) Proof of execution of at least one Institutional supply order of **equivalent or higher quantity or 2 supply orders of 50% of quantity** within last 2 years, preferably with Air Force / Defence / Other Govt. purchasers or Educational Institutes.
- (e) **Earnest money (EMD) of Rs. 90,000/- (Rupees Ninety Thousand only)** payable (Fixed Deposit Receipt) issued in favour of Air Force School, Ambala drawn of any nationalized bank, payable at Ambala.
- (f) Details as mentioned in **Annexures 'A', 'B', 'C', 'D', 'E' & 'F'**.

11. Quality of materials The materials to be incorporated under this contract shall be ISI marked and not their equivalents or those complying with ISI particularly when ISI marked materials are available. Where specific makes / brands has been mentioned in the 'Schedule of Works/ Particular specifications, than these shall take precedence to ISI marked items and if specified make/brands are manufactured with both i.e. with ISI marking and without ISI marking, then only ISI marked make / brand shall be acceptable / incorporated.

12. Handing over of Site Site(s) for execution of work will be available as soon as the work is awarded. In case it is not possible to make the entire site available on the award of work, the contractor will have to arrange his work programme accordingly. No claim whatsoever, for not giving the entire site on award of work and giving the site gradually, will be tenable.

13. Employment of Personnel The contractor shall employ only Indian

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Nationals as his representatives, servants and workmen and verify their antecedents and loyalty before employing them for the work. He shall ensure that no person of doubtful antecedents and nationality is in any way, associated with the work. Thorough search of all persons and transport may be carried out at gate as many times as a gate is used and or inside School premises at any time or any number of times at the work site.

14. Identity Cards or Passes The contractors, his agents and representatives are required individually to be in possession of an identity card or pass duly verified by the police department. Police verification of the workers employed by him shall be carried out by the contractor at his own cost. The identity card or pass will be examined by the School security staff at the time of entry into or exit from the School premises.

15. Inspection of Site The Bidders / tenderer(s) are advised to contact the Executive Director, Air Force School Ambala for the purpose of inspection of site(s) and relevant documents other than those sent herewith. The Bidders / tenderer(s) shall also make themselves familiar with the working conditions, accessibility of site(s), availability of materials and other cogent conditions, which may affect the entire completion of work under this contract. The Bidders / tenderer(s) shall be deemed to have inspected the site(s) and made themselves familiar with the Working conditions, whether they have actually inspect the site (s) or not. No claim, whatsoever shall be admissible to the contractor on this account.

16. Material and Samples

(a) The Materials and articles are to be used shall bear ISO embossed certification mark(s).

(b) The successful bidder / tenderer / contractor is advised to get the item inspected by the Inspection Authority before use in the work.

17. Record of Materials and Purchase Vouchers The quantity of materials and details of all items (hardware with accessories & Software) wires, cables, electrical items, various fittings and the like, as required or directed by the School Authorities shall be recorded in School books (for record purpose) and to be signed by the contractor and PMG of Air Force School Ambala. Contractor shall produce vouchers/invoices from the manufacturers and/or their authorized agents for the full quantity of the material used, as applicable as a pre-requisite before submitting claims for payment on account of the work done. Production of vouchers by the contractor shall be his mandatory contractual obligation and shall be fully complied by him

18. Change in requirement If the buyer feels or it found at later stage even after finalization of vendor (L1) or after commencement of work that some changes are necessary or required in quality of items being supplied for use in construction of synthetic basket ball court and volley ball court as per schedule of requirement or technical details then Vendor is bound to make amendments as per requirement.

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PART III — STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below 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. Response to the RFP by the prospective seller, unless specifically stipulated, would be construed as acceptance of proposals of RFP by the seller.

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) / confirm order 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/ SO shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract/ SO or relating to performance, which cannot be settled amicably, may be resolved through arbitration. The Chairman School Management Committee Air Force School Ambala will be the final authority with respect to any dispute, disagreement or question arising out of or related to Development of Sports Infrastructure at AF School Ambala. 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 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 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

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offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents/Agency Commission The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to Refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of Contract along with interest at the rate of 2% per annum. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. Liquidated Damages In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the BIDDERS as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated

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Damages being not higher than 10% of the value of delayed stores/services

9. **Signing of Contract Agreement/ SO.** The successful bidder / contractor will be required to sign an agreement with the Buyer within 15 days from the day of written intimation to this effect.

10. **Termination of Contract/ SO.** The Buyer shall have the right to terminate the Contract/ SO in part or in full in any of the following cases:-

(a) When the supplier fails to honour any part of the contract including failure to deliver the contracted stores / render services in time pertaining to Development of Sports Infrastructure.

(b) When the contractor is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair trade practice

(c) When both parties mutually agree to terminate the contract.

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

(e) Provisioning of services is delayed for causes not attributable to Force Majeure for more than **15 days** after the scheduled date of delivery/services.

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

(g) Provisioning of services is delayed due to causes of Force Majeure by more than **Forty-Five** days provided Force Majeure clause is included in contract.

(h) The Buyer has noticed that the Seller has utilized the services Indian/Foreign agent in getting this contract and paid commission individual/company etc.

(j) As per decision of the Arbitration Tribunal.

11. **Notices** Any notice required or permitted by the contract/ SO 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.

12. **Transfer and Sub-letting** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract/ SO or any thereof, as well as to give or let a third party take benefit or advantage of the Contract/ bid/ SO or any part thereof.

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

14. Amendments No provision of bid/ proposal 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 contract/ SO and signed on behalf of both the parties and which expressly states to amend the Contract/ SO.

15. Taxes and Duties: The bidders are to quote basic price inclusive of all duties/taxes. 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. The bidders should have its own Bank Account, PAN, GST Number etc. Tax at source (TDS) will be deducted as per Govt. rules.

In respect of Foreign Bidders : N/A

In respect of Indigenous bidders

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

(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

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

(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.

(b) Custom Duty N/A

(c) Excise Duty N/A

(d) GST

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

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

(d) Octroi Duty & Local Taxes

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi

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Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

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

16. **Pre-Integrity Pact Clause:** N/A

17. **Company Profile** Company profile to be submitted as **Annexure 'D'**

18. **Evaluation criteria** Bidder to be submitted and evaluation criteria as per details mentioned in **Annexures 'A', 'B', 'C', 'D', and 'E'** for Technical Evaluation. **Annexure 'F'** will be considered during financial bid evaluation comparison.

PART IV — SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee** It will be applicable for L-1 vendor for supply of items.

(a) Indigenous cases The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (SBI, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% 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 / Guarantee or similar conditions. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) Foreign cases N/A

2. **Tolerance Clause** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 20% plus/minus increase or decrease the quantity of the required

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goods upto that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

3. 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/NEFT mechanism, wherever feasible.

4. Payment terms for Foreign Sellers N/A

5. Advance Payments No advance payment(s) will be made.

6. Payment Clause / Schedule of payment It will be mandatory for the Seller / bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS / NEFT mechanism, wherever feasible:-

- (a) After completion of $\frac{1}{4}$ work - 15% of the payment
- (b) After completion of $\frac{1}{2}$ work - 35% of the payment
- (c) After completion of $\frac{3}{4}$ work - 60% of the payment
- (d) After completion of whole work - 80% of the payment
- (e) 20% due payment will be released after the final PMG report given by the Inspection Authority mentioned at para 29 of PART-IV.

7. Paying Authority

(a) **Indigenous Sellers** (Name and address, contact details). The payment of bills will be made on submission of the following documents 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 / Seller's bill.
- (iii) Copy of Supply Order/Contract.
- (iv) Inspection note.
- (v) Claim for statutory and other levies to be supported with requisite documents/ proof of payment of any Tax paid such as GST, etc. Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc if applicable.
- (vi) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vii) Bank guarantee for advance, if any.
- (viii) Guarantee / Warranty certificate.

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- (ix) Performance Bank guarantee / Indemnity bond where applicable.
- (x) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, Indicating whether extension is with or without LD.
- (xi) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract)
- (xii) Any other document / certificate that may be provided for in the Supply Order / Contract.
- (xiii) User Acceptance.
- (xiv) Performance Bank Guarantee along with one photo copy.

(b) **Foreign Sellers** N/A

8. **Fall Clause** The following fall clause will form part of the contract/ SO placed on successful Bidder :-

(a) The price charged for the stores supplied under the contract/ SO by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

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

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods at lower price on or after the date of completion of

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sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract — “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organization including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a), (b) and (c) of sub para (ii) above details of which are given below -”.

9. **Exchange Rate Variation Clause** N/A

10. **Risk & Expense clause**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the Extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

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

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

11. Force Measure clause

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

(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 Measure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

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

12. Buy-Back Offer N/A

13. Repeat Order Clause The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

14. Earnest Money Bidders are required to submit Earnest Money Deposit
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(EMD) of **Rs 90,000/- (Rupees Ninety Thousand only)** in favour of **Air Force School Ambala** payable at Ambala along with their bids in the form of Fixed Deposit Receipt or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business, which should remain valid for a period of 90 days beyond the final bid validity period. Earnest Money would be refunded on finalization of contract to the unsuccessful bidders. EMD in respect of accepted tenders will be returned back after receipt of Performance Guarantee from the vendor/tenderor as per details mentioned in RFP. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

15. Identification and packaging: The items as standard shall be dispatched to the consignee by the supplier/contractor on his own arrangements in an appropriate transport to maintain items undamaged / good condition, fit for authorized.

16. Delivery Schedule: Strictly as per the dates and timings mentioned in the terms of contract/ RFP/ bid. Changes in dates and timings, if any, would be informed by the consignee in writing at least 15 days prior.

17. Maintenance / Guarantee / Warranty : The offer is to include comprehensive onsite Maintenance / Warranty / Guarantee of minimum of **Five year (Sixty months)** or more from the date of installation and commissioning / Handing over of completed site of the newly installed equipments will be preferred. Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the school.

18. Defect Liability Period Defect Liability Period for sports Infrastructure will be of **Five years (Sixty Months)** from the date of handing over of the completed site to AF School Ambala.

19. Specification The following Specification clause will form part of the contract/ SO placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical up gradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment.

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Changes in technical details, drawings repair and maintenance techniques along with necessary tools as a result of up gradation/alterations will be provided to the Buyer free of cost within (30) days of affecting such up gradation/alterations.

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

21. **Export License** The Bidders are to confirm that they have requisite export license from their Government and Authorization from the manufacturing plant, in case they are not the OEM, to export the military / non-military goods to India

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

23. **Buyer Furnished Equipment** N/A

24. **Transportation** All cost of Transportation will be borne by the Seller/Vendor. The delivery of the goods shall be for Air Force School, Alexendra Road, Ambala Cantt, Haryana 133001.

25. **Airlift** N/A

26. **Packing and Marking** The following Packing and Marking clause will form part of the contract placed on successful Bidder:-

(a) The Seller shall provide packing and preservation of the equipment and spares / goods contracted so as to ensure their safety against damage during transportation.

(b) Each spare, tool and accessory shall be packed in separate cartons. A label in English shall be pasted on the carton indicating the under mentioned details of the item contained in the carton. A tag in English with said information shall also be attached to six samples of the item. If quantity contracted is less than six then tag shall be affixed to complete quantity contracted of the item. The cartons shall then be packed in packing cases as required.

27. **Quality** The quality of the stores delivered according to the bid /RFP/ SO/ Contract shall Correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP/ SO/ Contract and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract/ RFP/ SO shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified

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equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

28. Quality Assurance Lowest Bidder to whom Tender will be awarded is to get checked the quality of items being used from the Air Force School Ambala authorities before installing the same. Details of items as filled in **annexures 'A' to 'F'** will be considered final.

29. Inspection Authority The mode of Inspection will be Departmental Inspection / User Inspection / Joint Inspection / Self-certification. The Inspection will be carried out by the Principal, Air Force School Ambala with Technical Team as per the details mentioned below:-

- (a) One Independent Officer
- (b) Executive Director
- (c) WO IC Station Education Section

30. Pre-Dispatch Inspection N/A

31. Joint Receipt Inspection N/A

32. Claims: The following Claims clause will form part of the contract placed on 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 quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request)

(c) The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Seller as per Form DPM-23 (Available in MoD website and can be given on request).

(d) The description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the

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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 reduction of cost of goods under claim from bonds submitted by the Seller or payment of claim amount by Seller through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

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

33. 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 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 specification and particulars contained/mentioned in 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 60 months from the date of delivery of the said goods stores/articles to the Buyer or 60 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 60 months the said goods/stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and 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.

(ii) Guarantee that they will supply spare parts, if and when required on agreed basis for an agreed price. The agreed basis could be and including

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but without any limitation an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.

(iii) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may undertake the balance of the lifetime requirements.

(iv) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

OR

(b) The following Warranty will form part of the contract placed on 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 _____ months from the date of acceptance of stores by Joint Receipt Inspection 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 downtime. 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 back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the replacement and repair of item is done within the 15 days period.

(v) The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair

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and shall also provide the details of complete defects, reasons and remedial actions for defects.

(vi) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 50% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Receipt Inspection by the Buyer/date of installation and commissioning.

(vii) The Seller will guarantee the life of Basketball & Volleyball with allied accessories in Air Force School Ambala will be for Five Years under the Indian tropical condition as given below:

Minimum temperature	-	1°C
Maximum temperature	-	55°C
Average Humidity	-	80%

34. **Engineering Support Package (ESP) clause** N/A

35. **Price Variation (PV) Clause** N/A

PART V — EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) 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. However, the buyer has sole right to accept and reject any of the bid including the one offering the best bid / lowest (L1) or accept them in part, without assigning any reason whatsoever.

(d) The Buyer will have the Right to award contracts to different Bidders in

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particular items. The Buyer also reserves the right to do apportionment of quantity, if is convinced that bidder is not in a position to supply full quantity in stipulated time.

(e) The Bidders are required to spell out the rates of GST, Customs duty, Excise duty etc in unambiguous terms for the purpose of comparison of prices. If a Bidder is exempted from payment of Customs duty / GST upto any value of supplies from them, they should clearly state that no GST will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / GST, it should be brought out clearly.

(f) In import cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(g) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount of words will prevail for calculation of price.

(j) The Buyer reserves the right to evaluate the offers received using discounted cash flow method at the discounting rate of 10%. In case cash flow involves more than one currency, the same will be brought to a common denomination in Indian Rupees by adopting exchange rate as BC selling rate of the State Bank of India on the date of the opening of Price Bids.

(k) Any other criteria as applicable to suit a particular case.

2. **Price Bid Format** Price bid is to be submitted on letter pad / letter head of the firm as per **Annexure 'F'** and to be kept in a separate envelope along with in RFP / Tender form.

3. Please acknowledge receipt.

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Annexure 'A'

COMPLIANCE STATEMENT (TO BE SUBMITTED ALONGWITH TECHNICAL BID)

<u>Sl No.</u>	<u>Name of items</u>	<u>Compliance to RFP specification – Whether Yes/No</u>	<u>In case of noncompliance deviation from RFP to be specified in unambiguous term*</u>
01	<p><u>Basket Ball Court :</u></p> <p>(a) Constructions of 5 inch thick M25 concrete floor:-</p> <ul style="list-style-type: none"> 5 inch thick VDF (Vaccum de-watered) flooring with proper machinery and equipments in M 25 concrete above 3 inches thick sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. <p>(Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee)</p> <ul style="list-style-type: none"> 4-6 mm thick layer of floor hardener on top of 5 inch thick VDF flooring of make sika, Dr-fixit or equivalent on freshly poured concrete @5.5-6.0KG/SQM Concrete to be poured as monolithic slab without joints and partition Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing Grooves to be filled with polyurethane <p><u>(b) Fixing of ITF certified PP Tiles:-</u></p> <ul style="list-style-type: none"> Fixing of ITF certified PP Tiles having thickness not less than 15.7 mm and double layered double meshed made from 100% virgin raw material 		

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<ul style="list-style-type: none"> • Make in India product with certificate • Fixing includes all marking and side beading. • 5 years guarantee against color and any other defects. • Durability of at least 10-15 years <p><u>(c) Fixing of Basket ball Poles (Qty - 02 No.'s)</u></p> <ul style="list-style-type: none"> • Fixing of Basketball pole 8 inch round pipe (5mm thickness) with transparent fiber glass board/ acrylic Board 30 mm thickness with angle iron frame for protection and DUNKIN ring & net 2.2 meter extension, NBA standard poles. <p><u>(d) S&F of LED Lights 150 Watts each on poles 17 Ft Height (Qty -04 No.'s)</u></p> <ul style="list-style-type: none"> • LED Flood lights 150 watt (IP 68) each including GS Steel poles of height 17 Ft • All necessary electrical connections of poles in 4 SQMM copper wire ISI marked (Approx 300 mtr) • IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on & off switches • Incoming supply from main line to above described sheet metal box in xlpe cable ,heavy duty pvc insulated steel stripped power cable 10 sq mm 2 core wire ISI marked 130 meter) • Erection of poles in concrete 1:2:4 with foundation bolts and plate • Flood light of make Crompton, Havells or equivalent <p><u>(e) Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> • M&L for excavation of drain • M&L for concrete bedding PCC 1:2:4 		
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	<ul style="list-style-type: none"> • M&L for concrete sides in PCC 1:2:4 including smooth finish <p>(f) <u>Sand filling on sides (1 job):</u> Filling of sand in tapered on all the sides of raised court flooring to avoid stumbling.</p> <p>(g) <u>Fencing 10 feet high around basketball court with gate:</u></p> <ul style="list-style-type: none"> • S&f of mild steel section as in angles/tubular section for poles, gate and horizontal ties – 2950 kg. • Supply and fixing of hot dipped galvanized chain link fencing tied/bolted/welded to frame 1380 kgs • Excavation for post holes for poles 9 cum • P.C.C 1:2:4 for erection of poles 9 CUM • 2 coats of synthetic enamel paint over 1 coat of red oxide primer on posts. 		
2	<p>Renovation of Volley Ball Court: Construction of PP Tiles Volleyball Court of Size 25M X 12M (3230 SQF)</p> <p>(a) <u>CONSTRUCTION OF 5 INCHS THICK M25 CONCRETE FLOOR:</u></p> <ul style="list-style-type: none"> • 5 inch thick VDF (Vaccum de-watered) flooring with proper machinery and equipments in M 25 concrete above sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. <p>(Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee)</p> <ul style="list-style-type: none"> • 4-6 mm thick layer of floor hardner on top of 5 inch thick VDF flooring of make sika, Dr-fixit or equivalent on freshly poured concrete 		

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<p>@5.5-6.0KG/SQM</p> <ul style="list-style-type: none"> • Concrete to be poured as monolithic slab without joints and partition • Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing • Grooves to be filled with polyurethane <p><u>(b) FIXING OF PP TILES :-</u></p> <ul style="list-style-type: none"> • Fixing of ITF certified PP tiles having thickness Not less than 15.7 mm and double layered Double meshed made from 100% virgin raw Material • Make in India product with certificate • Fixing includes all marking sand side beading. • 5years guarantee against color and any other Defects • Durability of atleast 10-15 years <p><u>(c) Fixing of volleyball poles with net (Qty 1 no)</u></p> <p><u>(d) S&F OF LED FLOOD LIGHTS (150 WATT) - 2 NO'S</u></p> <p>(i) Led flood lights 150 watt(ip 68) each including GS steel poles of height 17 ft</p> <p>(ii) All necessary electrical connections in 4 sqmm copper wire isi marked (approx 170 meters)</p> <p>(iii) IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on & off switches</p> <p>(iv) Incoming supply from main line to above described sheet metal box in xlpe cable ,heavy duty PVC insulated steel stripped power cable 10 sq mm 2 core wire ISI marked (approx 170 meter)</p> <p>(v) Erection of poles in concrete</p>		
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	<p>1:2:4 with foundation bolts and plate (vi) Flood light of make Crompton, havells or equivalent</p> <p><u>(e) Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> • M&L for excavation of drain • M&L for concrete bedding PCC 1:2:4 • M&L for concrete sides in PCC 1:2:4 including smooth finish <p><u>(f) Sand filling on sides (1 job) :</u> Filling of sand in tapes on all the sides of raised court flooring to avoid stumbling.</p>		
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*Decision of Buyer will be final

(Signature of Authorised Signatory with Date & seal)

Signature and Stamp of Bidder

Annexure 'B'

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case of any deviations is found in the above statement at any stage. I / We will be blacklisted and will not have any dealing with the department in future.

(Signature of Authorised Signatory with Date & seal)

Signature and Stamp of Bidder

Annexure 'C'

COMPANY PROFILE

1. Company / Firm Name : _____
2. Name of Proprietor/Partner : _____
3. Company Address (with Tele No. & FAX): _____

4. Contact persons and mobile Nos. : _____
5. Office Fax Number : _____
6. Permanent Account Number (PAN) : _____
 (The evidence for filing of IT return alongwith
 income and expenditure account & balance
 sheet for last three assessment years to be
 enclosed)
7. GST Registration Certificate (GST No.) : _____
8. Number of years of experience in
 Construction/ Renovation field : _____
9. Client list (along with evidence) : _____

10. Email ID : _____
11. Details of EMD : _____

Seal & Signature of Company Proprietor

Signature and Stamp of Bidder

Annexure 'D'

UNDERTAKING BY BIDDER / VENDOR

The bidder should give an undertaking therein, clearly and unambiguously mentioning that it has neither been black listed nor any criminal cases is pending against him / them by any of the schools / Educational Institute with whom it had Development of Sports Infrastructure, Basketball Court and Volley Ball Court (Renovation) during last five years or has been penalized by such organization/ educational institute /school on account of poor / spurious quality / services

(Signature of Authorised Signatory with Date & seal)

Signature and Stamp of Bidder

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Annexure 'E'

LIST OF DOCUMENTS REQUIRED TO BE ATTACHED BY BIDDER WITH RFP/BID

Sl No.	Documents Required	Yes / No	Remarks
1.	Earnest Money Deposit (in form of FDR) — Rs 90,000/-		
2	Attested copy of Registration certificate of Firm		
3.	Attested copy of Balance Sheet with audit report of last 3 yrs		
4.	GST Registration Certificate of Firm		
5.	Attested copy of Permanent Account Number (PAN)		
6.	Trade license / manufacturing license (As applicable)		
7.	List of all Items which will be used by vendor for Development of Sports Infrastructure, Basketball court & Volleyball court (Renovation)		
8.	ISO Registration certificate, if applicable.		
9.	Work experience certificates (copy of at least two Supply Orders).		
10.	Technical bid and financial bid in separate sealed envelopes		
11.	Filled & signed Annexure 'A'		
12.	Filled & signed Annexure 'B'		
13.	Filled & signed Annexure 'C'		
14.	Filled & signed Annexure 'D'		
15.	Filled & signed Annexure 'E'		
16.	Filled & signed Annexure 'F'		
17.	Filled & signed Annexure 'G' (to be submitted on letterhead by the bidder in a separate sealed envelope)		
18.	Any other important aspect / details which is not included / covered above but are important for construction of Synthetic Basket Ball Court & Volley Ball Court with allied accessories in Air Force School Ambala.		

*Decision of Buyer will be final.

Signature and Stamp of Bidder

Annexure 'F'

**COMMERCIAL BID FOR DEVELOPMENT OF SPORTS INFRASTRUCTURE
BASKETBALL COURT & VOLLEY BALL COURT (RENOVATION)
AT AIR FORCE SCHOOL, AMBALA**

**(Refer para 4 of part II and annexure 'A' of RFP for necessary details)
(to be submitted on letterhead of bidder/ vendor)**

SI No.	Item	As per description/ design given in annexure 'A' brought out by Bidder/ Vendor	Price (Inclusive of all taxes)
1.	<p><u>Basket Ball Court :</u></p> <p>(a) Constructions of 5 inch thick M25 concrete floor:-</p> <ul style="list-style-type: none"> 5 inch thick VDF (Vaccum de-watered) flooring with proper machinery and equipments in M 25 concrete above 3 inches thick sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. (Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee) 4-6 mm thick layer of floor hardener on top of 5 inch thick VDF flooring of make sika, Dr-fixit or equivalent on freshly poured concrete @5.5-6.0KG/SQM Concrete to be poured as monolithic slab without joints and partition Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing Grooves to be filled with polyurethane <p><u>(b) Fixing of ITF certified PP Tiles:-</u></p> <ul style="list-style-type: none"> Fixing of ITF certified PP Tiles having thickness not less than 15.7 mm and double layered double meshed made 		

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<p>from 100% virgin raw material</p> <ul style="list-style-type: none"> • Make in India product with certificate • Fixing includes all marking and side beading. • 5 years guarantee against color and any other defects. • Durability of at least 10-15 years <p><u>(c) Fixing of Basket ball Poles (Qty - 02 No.'s)</u></p> <ul style="list-style-type: none"> • Fixing of Basketball pole 8 inch round pipe (5mm thickness) with transparent fiber glass board/ acrylic Board 30 mm thickness with angle iron frame for protection and DUNKIN ring & net 2.2 meter extension, NBA standard poles. <p><u>(d) S&F of LED Lights 150 Watts each on poles 17 Ft Height (Qty -04 No.'s)</u></p> <ul style="list-style-type: none"> • LED Flood lights 150 watt (IP 68) each including GS Steel poles of height 17 Ft • All necessary electrical connections of poles in 4 SQMM copper wire ISI marked (Approx 300 mtr) • IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on & off switches • Incoming supply from main line to above described sheetmetal box in xlpe cable ,heavy duty pvc insulated steel stripped power cable 10 sqmm 2 core wire isi marked 130 meter) • Erection of poles in concrete 1:2:4 with foundation bolts and plate • Flood light of make Crompton, Havells or equivalent <p><u>(e) Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> • M&L for excavation of drain • M&L for concrete bedding PCC 		
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at Air Force School Ambala**

	<p>1:2:4</p> <ul style="list-style-type: none"> • M&L for concrete sides in PCC 1:2:4 including smooth finish <p>(f) <u>Sand filling on sides (1 job):</u> Filling of sand in tapered on all the sides of raised court flooring to avoid stumbling.</p> <p>(g) <u>Fencing 10 feet high around basketball court with gate:</u></p> <ul style="list-style-type: none"> • Supply and fixing of mild steel section as in angles/tubular section for poles, gate and horizontal ties – 2950 kg. • Supply and fixing of hot dipped galvanized chain link fencing tied/bolted/welded to frame 1380 kgs • Excavation for post holes for poles 9 cum • P.C.C 1:2:4 for erection of poles 9 CUM • 2 coats of synthetic enamel paint over 1 coat of red oxide primer on posts. 		
2.	<p>Renovation of Volley Ball Court: Construction of PP Tiles Volleyball Court of Size 25M X 12M (3230 SQF)</p> <p>(a) <u>CONSTRUCTION OF 5 INCHS THICK M25 CONCRETE FLOOR:</u></p> <ul style="list-style-type: none"> • 5 inch thick VDF (Vaccum de-watered) flooring with proper machinery and equipments in M 25 concrete above sub base mixed with floor harder of make Sika, Dr-fixit or Equivalent. <p>(Note : Concrete cube test to be carried out 1 cube test for every 5 cum of concrete and sample will be sent to government registered lab to check compressive strength on 7th and 28th day and report will be submitted to the project monitoring committee)</p> <ul style="list-style-type: none"> • 4-6 mm thick layer of floor hardner on top of 5 inch thick VDF flooring of make sika, Dr-fixit or equivalent on freshly poured concrete @5.5-6.0KG/SQM • Concrete to be poured as 		

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	<p>monolithic slab without joints and partition</p> <ul style="list-style-type: none"> • Groove cutting machine shall be used to create 5-10 mm wide grooves after 2 days of concrete curing • Grooves to be filled with polyurethane <p>(a) <u>FIXING OF PP TILES :-</u></p> <p>(i) Fixing of ITF certified PP tiles having thickness Not less than 15.7 mm and double layered Double meshed made from 100% virgin raw Material</p> <ul style="list-style-type: none"> • Make in India product with certificate <p>(ii) Fixing includes all marking sand side beading.</p> <ul style="list-style-type: none"> • 5years guarantee against color and any other Defects • Durability of atleast 10-15 years <p>(b) <u>Fixing of volleyball poles with net .(Qty 1 no)</u></p> <p>(c) <u>S&F OF LED FLOOD LIGHTS (150 WATT) - 2 NO'S</u></p> <ul style="list-style-type: none"> • Led flood lights 150 watt(ip 68) each including GS steel poles of height 17 ft • All necessary electrical connections in 4 sqmm copper wire isi marked (approx 170 meters) • IP 68 rating MCB's with sheet metal box 4 ways ISI marked for on & off switches • Incoming supply from main line to above described sheet metal box in xlpe cable ,heavy duty PVC insulated steel stripped power cable 10 sq mm 2 core wire ISI marked (approx 170 meter) • Erection of poles in concrete 1:2:4 with foundation bolts and plate • Flood light of make Crompton, Havells or equivalent 		
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	<p>(d) <u>Construction of Drain 10 Inches wide (Approx length 250 ft)</u></p> <ul style="list-style-type: none"> • M&L for excavation of drain • M&L for concrete bedding PCC 1:2:4 • M&L for concrete sides in PCC 1:2:4 including smooth finish <p>(e) <u>Sand filling on sides (1 job) :</u></p> <p>Filling of sand in tapes on all the sides of raised court flooring to avoid stumbling.</p>		
3.	GST		
4.	Total Cost		

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