

AIR FORCE SCHOOL 3BRD
SECTOR-31B, CHANDIGARH PIN-160 030

INVITATION OF BIDS
FOR SUPPLY OF DESKTOP COMPUTERS WITH ASSOCIATED
PERIPHERAL ACCESSORIES INCLUDING UPS WITH ONSITE WARRANTY
ON LIMITED TENDER ENQUIRY (LTE) BASIS UNDER TWO BID SYSTEM

REQUEST FOR PROPOSAL (RFP): AF SCHOOL 3BRD/LTE/07/2022-23 Dt JAN 23

1. The online Bids under **Limited Tender Enquiry (TWO BID SYS)** are invited by **Air Force School 3BRD** for and on behalf of the **Chairman School Management Committee** for supply of items listed in Part II of this RFP. The tender reference number is **3BRD/2633/1/1/ED BM-I** dated **23 Dec 22** and can be viewed at **www.defproc.gov.in**.

2. The address and contact numbers for sending physical documents as explicitly asked for in the this RFP are given below :-

- (a) **Bids/ queries to be addressed to** : Chairman SMC
AF School 3BRD
Chandigarh-160 030
- (b) **Postal address for sending the** : Chairman SMC
AF School 3BRD
Chandigarh-160 030
- (c) **Name/ designation of the contact** : Executive Director,
AF School 3BRD
Chandigarh-160 030
- (d) **Telephone Nos of the contact** : 0172-2641188
9888831373
- (e) **E-mail ID (s) of contact personnel** : afs3_brdschool@rediffmail.com
- (f) **Fax No** : N/A

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 time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II:** Contains essential details of the items required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part III:** Contains Standard Conditions of RFP which will form part of the Contract with the successful Bidder.

For and on behalf of
Chairman School Management Committee



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Address In Full _____
Office Stamp _____
Dated : _____

(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.


B.S. S. S. S.
S. S. S. S. S.
S. S. S. S. S.
S. S. S. S. S.



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PART I - GENERAL INFORMATION

1. **Critical Dates:** The critical dates with respect to the Tender ref 3BRD/2633/1/1/ED BM-I dated 23 Dec 2022 & RFP No. AFSCHOOL3BRD/LTE/07/2022-23 Dated 23 Dec 22 are as tabulated:-

CRITICAL DATE SHEET			
Sl No.	Item	Date	Time
(a)	Public Date	DD/MM/YYYY	--- HRS
(b)	Bid Document Download	DD/MM/YYYY	--- HRS
(c)	Clarification Start Date	DD/MM/YYYY	--- HRS
(d)	Bid Submission Start	DD/MM/YYYY	--- HRS
(e)	Clarification End Date	DD/MM/YYYY	--- HRS
(f)	Bid Submission End	DD/MM/YYYY	--- HRS
(g)	Opening of Tender Box for Physical Verification of Documents	DD/MM/YYYY	--- HRS
(h)	Tech Bid Opening start (On line)	DD/MM/YYYY	Will be intimated in due course after tech evaluation
(j)	Commercial Bid opening start		

2. **Manner of Depositing the Bids:** The bids will be submitted in the following manner

(a) **Cover-1:** Cover-1 will contain the **Technical Bids** consisting of following documents (**This will be submitted on line - (to be Scanned and uploaded)**).

- (i) Bid Securing Declaration as per the Annexure-I to the RFP.
- (ii) GST Certificate, MSME Certificate (if applicable), Registration Certificate if registered with Central Purchase Organization or Ministry of Defence
- (iii) Duly Signed & Stamped Tender Compliance Statement (Annexure-II to the RFP).
- (iv) **Tender Conditions Acceptance Certificate:** The bidder shall certify for acceptance of all the tender conditions of the online RFP. The certificate duly signed shall be scanned and uploaded. In case of any deviations, the bid shall be rejected. If the certificate is signed by legally authorized signatory, a copy of the authorization letter be uploaded. (Annexure-IV to the RFP)

(b) **Cover-II:** Commercial bid will be submitted as Cover II and will consist of following and **will be submitted online**.

- (i) Commercial bid in the form of "**BOQ**" (Bill of Quantities).

3. **Time and Date for Opening of Bids:** at 1200 h on _____ (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).

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4. **Location of the Tender Box:** N/A. [Scanned copies of documents listed under para 2(a)&(b) above are to be uploaded on the portal. No post-bid clarification on the initiative of the bidder will be entertained.]

5. **Opening and verification of Document:** The verification of the documents as asked in the RFP will be done at the LP Office, Air Force Station Chandigarh (BRD) on the day of online 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. Format of letter of authorization for attending opening of Technical Bids is placed at Annexure-V to the RFP.

6. **Opening of Two Bid System:**

(a) The Technical Bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of technical Bid along-with requisite documents received in physical form as well as documents uploaded online by the tenderers will be carried out off-line by technical evaluation committee duly appointed by CFA. Firms found '**Qualitative Requirement Compliant**' at TEC stage will be uploaded on the Central Public Procurement Portal (<https://defproc.gov.in>).

(b) The Commercial Bids of only those Bidders whose technical bids meet all the stipulated (Technical) requirements shall be opened. The date of opening will be intimated to the Bidders through Central public Procurement Portal (<https://defproc.gov.in>)

7. **Forwarding of Bid:**

(a) The TECHNICAL and COMMERCIAL bid will be submitted "Online Only".

(c) The TECHNICAL BID and the COMMERCIAL BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorised by him/her to do so.

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 **14 (fourteen) days** prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be uploaded as corrigendum for all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:**

(a) The Bidder may modify (resubmit) his bid **online** after submission, as per the provisions available on the portal prior to deadline prescribed for submission of bids. No bid shall be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date/time, he/she may do so **online** in the portal. Once the bid is withdrawn by any firm online, that firm will not be permitted to participate again in this tender.



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(c) 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. Once the bid is withdrawn by any firm online, that firm will be suspended for period of three years from being eligible to submit bids for contract with this establishment. No further claims shall be entertained on this accord.

10. **Clarification Regarding Contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional 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 last date of submission of the Bids.

14. **Earnest Money Deposit:** Bidders are not (R) not required to submit any Bid Security. In place of a Bid Security, the Bidders are to sign a Bid Securing Declaration accepting that if they withdraw or modify their bids during the period of validity or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit bids for contracts with entity that

15. **Manner for obtaining the Tender Set:** The tender documents are available for download at www.defproc.gov.in, the interested firm may download the documents and submit the same along with desired documents. There is no (R) no fee for the tender document.

For and on behalf of
Chairman



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PART II - ESSENTIAL DETAILS OF ITEMS REQUIRED

RFP No : AFSSCHOOL3BRD/LTE/07/2022-23 Dated 23 Dec 22

1. **Schedule of Requirements:** List of items required is as follows.

Sl. No.	Catalogue Part No & Description of item	DOQ	Quantity	Description of Stores
(a)	Desktop Computers with associated peripheral accessories including UPS with onsite warranty of 12 months.	Each	08	As per para 2 of Part-II the RFP.

Note : All-in-one PCs are not (R) not to be offered.

2. **Technical Details.**

- (a) Processor : 11th Gen i3.
- (b) Memory : 8GB, 1x8GB, DDR4, 3200 MHz
- (c) Storage : 512 GB SSD
- (d) OS – Windows 11 Home Single Language (Pre-activated)
- (e) MS Office Home and Student Ver 2021 (Lifetime Validity)
- (f) Anti-Virus for 1 Year
- (g) Wired Keyboard and mouse.
- (h) Intel IHD Graphics 730
- (j) Monitor 22" to 24"
- (k) UPS 600 VA (20-75 min Back up)

3. **Two-Bid System:** 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 advised to submit the compliance statement in the following format along with Technical Bid:

Description of Store along with Make & Brand Name	Specification of item offered	Compliance to RFP specification - whether Yes/ No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

4. **Delivery Period (DP):** Delivery period for supply of items would be 60 days from date of issue of supply order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **Term of delivery:** The rates are invited on FOR Destination basis i.e free delivery to consignee's address.



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6. Delivery and transportation:

Destination : Air Force School 3BRD,

7. Consignees Details:

Chairman SMC
Air Force School 3BRD
Sector-31B, Chandigarh-160 030

8. Inspection Authority: The Inspection will be carried out by **Representatives of IT Section of Air Force Station Chandigarh (3BRD) or School Computer Dept** or any other officer nomination by Chairman SMC.

9. The bidders/ tenderers should enclose the following documents along with the tender (whichever is applicable), failing which the tender is liable to be ignored.

- (a) Complete bid/ tender documents supplied i.e. Parts I, II, III, IV & V duly filled up, signed and stamped.
- (b) Bid Securing Declaration.
- (c) Technical /Specifications.
- (d) Copy of industrial license/ registration certificate.
- (e) Copy of partnership deed if applicable.
- (f) Copy of Permanent Account Number (PAN).
- (g) Copy of GST Certificate



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PART III - STANDARD CONDITIONS OF RFP

RFP No : AF SCHOOL 3BRD/LTE/07/2022-23 Dated 23 Dec 22

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

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** Normally the contract shall come into effect on the date of signatures of both parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** If a dispute arises between the Purchaser and the Supplier and it does not get resolved through mutual discussions, the parties may agree for arbitration. MOD/CFA's should prepare a panel of arbitrators for selection by the Defence Secretary/CFA's who appoint an arbitrator, whose decisions taken after due consideration of factors brought out by both parties are considered final. The option of approaching Ministry of Law for appointment of Arbitrator can also be exercised. Services Headquarters have the power to appoint Arbitrators within their delegated financial powers. The standard Arbitration clauses are given in Forms DPM-7, DPM-8 and DPM-9.
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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/ employee of the Buyer or to any other person in a position to influence any officer/ employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the

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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 the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

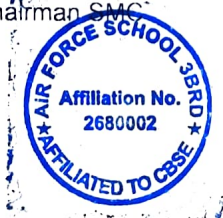
7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than a 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 three (03) months provided Force Majeure clause is included in contract.

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

(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 part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

14. **Taxes and Duties**

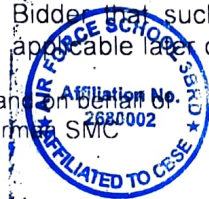
(a) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) 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.

(c) 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.

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

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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.

(e) 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.

(f) **Customs Duty** – N/A

(g) **Excise Duty** – N/A

(h) **Sales Tax / VAT** – As applicable

(i) If it is desired by the Bidder to ask for Sales tax / VAT 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 sales tax and no liability of sales tax will devolve upon the Buyer.

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

(v) **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 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 by-laws/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.

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PART IV - SPECIAL CONDITIONS OF RFP

RFP No : AFSSCHOOL3BRD/LTE/07/2022-23 Dated 23 Dec 22

The Bidder is required to give clause by clause 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 the Bid submitted by the Bidder.

1. **Performance 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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC 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. **Option Clause**. N/A

3. **Repeat Order Clause**. N/A

4. **Tolerance Clause**. N/A

5. **Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

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

6. **Advance Payments** : No advance payment(s) will be made.

7. **Paying Authority**: **Executive Director, Air Force School 3BRD** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill: -

(a) Ink-signed copy of contingent bill/ Seller's bill.

(b) Ink-signed copy of Commercial invoice/ Seller's bill.

(c) Copy of Supply Order.

(d) Inspection report.

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(e) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(f) Exemption certificate for Excise duty/ Customs duty, if applicable.

(g) Guarantee/ Warranty certificate.

(h) Performance Bank guarantee (PBG)

(j) DP extension letter with CFA's sanction, indicating whether extension is with or without LD.

(k) 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).

(l) Any other document/ certificate that may be provided for in the Supply Order/ Contract.

(m) User Acceptance.

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

(a) The contractor sells 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 of 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 / organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, he 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 the prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

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(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(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 / organisation 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 up to 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 (i),(ii), (iii) and (iv) of sub-para (b) above details of which are given below -

9. **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 "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 manufacture, or value of any stores procured from any other supplier, as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.



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10. Force Majeure clause:

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the nonperformance 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 Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(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.

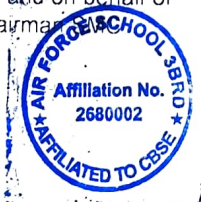
(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate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

11. Earliest Acceptable Year of Manufacture: Year 2022-23 Quality / Life certificate will need to be enclosed with the Bill.

12. Quality: The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores **FOR destination** in the Seller's country or specifications enumerated as per RFP and shall also include therein modifications to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured **before six months of date of submission**, and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with the same equipment supplied by the Seller in the past, if any. The Seller shall supply an inter-changeability certificate along with the changed part numbers wherein it should be mentioned that the item would provide as much life as the original item.

13. Quality Assurance: The Seller would provide the Standard Acceptance Test Procedure (ATP). The Buyer reserves the right to modify the ATP. The item should be of the latest manufacture, conform to the current production standard and have 100% defined life at the time of delivery.

For and on behalf of
Chairman



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14. **Inspection Authority:** The Inspection will be carried out by Computer Dept of Air Force School 3BRD Chandigarh or IT Dept of Air Force Station (BRD) Chandigarh. The mode of Inspection will be Departmental Inspection.

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

(a) **Franking Clause in the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract."

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

(a) The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/ Insufficiency in packing, or (b) 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 the 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 claims **within 45 days from the date of the receipt of the claim** at the Sellers 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.



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(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.

17. **Warranty / Guarantee:** The following Warranty will form part of the contract placed on successful Bidder –

(a) 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 12 months from the date of delivery of the said goods stores/articles to the Buyer or 15 months from the date of shipment / despatch from the Seller's works whichever is earlier and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 12/15 months the said goods/stores/articles 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.

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.

(a) 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 product as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

For and on behalf of
Chairman



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(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 1 above. 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.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored in case of indigenous Bidders.

(d) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT upto any value of supplies from them, they should clearly state that no excise duty 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 / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

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

For and on behalf of
Chairman SMC



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(f) 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.

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

2. **Price Bid Format:** The under mentioned Commercial bid format is provided as BoQ.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ.xls as it is and quote their offer in the permitted column.

Note:

(i) Please confirm that the store offered by you is exactly as required under tender enquiry description specification/drawing.

(ii) In case there is any deviation the same shall be specifically stated.

For and on behalf of
Chairman SMC



Name & Sign of Tenderer _____

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Annexure-II

(Refer Para.....to Part – II of RFP No
AFSCHOOL3BRD/LTE/ 07/2022-23 dt
Jan 2023)

**TECHNICAL DETAILS AND SCOPE OF WORK FOR
FOR SUPPLY OF DESKTOP COMPUTERS WITH ASSOCIATED
PERIPHERAL ACCESSORIES INCLUDING UPS WITH ONSITE WARRANTY
ON LIMITED TENDER ENQUIRY (LTE) BASIS UNDER TWO BID SYSTEM**

1. **Details of the work and conditions:**

(a) The participating firm / Company should have an annual turnover of 10 Lakh and above. Documentary proof of financial statement/ balance sheet copy is to be provided.

(b) The participating firm must be related to the field of Computers, Laptop and associated accessories and should have supplied more than one consignment in the field of Computers in the last five years (Documentary proof of same to be submitted).

2. **Scope of work:-** List of items required is as follows.

Sl. No.	Catalogue Part No & Description of item	DOQ	Quantity	Description of Stores
(a)	Desktop Computers with associated peripheral accessories including UPS with onsite warranty of 12 months.	Each	08	As per para 2 of Part-II the RFP.

Note : All-in-one PCs are not (R) not to be offered.

3. **Technical Details.**

- (a) Processor : 11th Gen i3.
- (b) Memory : 8GB, 1x8GB, DDR4, 3200 MHz
- (c) Storage : 512 GB SSD
- (d) OS – Windows 11 Home Single Language (Pre-activated)
- (e) MS Office Home and Student Ver 2021 (Lifetime Validity)
- (f) Anti-Virus for 1 Year
- (g) Wired Keyboard and mouse.
- (h) Intel IHD Graphics 730
- (j) Monitor 22" to 24"
- (k) UPS 600 VA (20-75 min Back up)

For and on behalf of
Chairman SMC



Name & Sign of Tenderer _____

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Office Stamp _____

Dated :

Annexure-III

(Refer Para 1 to Part – II of RFP No
AFSCHOOL 3BRD/LTE/07/2022-23 dt
Jan 2023)

TECHNICAL BID PERFORMA
FOR SUPPLY OF DESKTOP COMPUTERS WITH ASSOCIATED PERIPHERAL
ACCESSORIES INCLUDING UPS WITH ONSITE WARRANTY ON LIMITED
TENDER ENQUIRY (LTE) BASIS UNDER TWO BID SYSTEM

Sl. No	RFP Specification	Compliance to RFP Specification . Whether YES or NO	In case of non-Compliance, deviation from RFP to be specified in unambiguous terms
1.	The participating firm / Company should have an annual turnover of 10 Lakh and above. Documentary proof of financial statement/ balance sheet copy is to be provided.		
2.	The participating firm must be related to the field of Computers, Laptop and associated accessories and should have supplied more than one consignment in the field of Computers in the last five years (Documentary proof of same to be submitted).		
3.	Processor : 11 th Gen i3		
4.	Memory : 8GB, 1x8GB, DDR4, 3200 MHz		
5.	Storage : 512 GB SSD		
6.	OS – Windows 11 Home Single Language (Pre-activated)		
7.	MS Office Home and Student Ver 2021 (Lifetime Validity)		
8.	Anti-Virus for 1 Year		
9.	Wired Keyboard and mouse.		
10.	Intel IHD Graphics 730		
11.	Monitor 22" to 24"		
12.	UPS 600 VA (20-75 min Back up)		



Name & Sign of Tenderer _____
Address In Full _____
Office Stamp _____
Dated : _____