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

3BRD/2633/1/17/EDN(Ty BM)

07 Mar 2023

REQUEST FOR PROPOSAL (RFP)
AIR FORCE SCHOOL 3BRD CHANDIGARH

INVITATION OF BIDS FOR INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV
POWER PLANT (GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING
RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 DATE 07 MAR 2022

1. Bids in sealed cover are invited for supply of services listed in Part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

(a)	Bids / queries to be addressed to	Chairman SMC Air Force School 3BRD, Sector-31B, Chandigarh-160030
(b)	Postal address for sending the Bids	Chairman SMC Air Force School 3BRD, Sector-31B, Chandigarh-160030
(c)	Name / Designation of the contact personnel	Principal
(d)	Tele Number of contract personnel	0172-2641188 / 9888831373
(e)	Email ID of contact personnel	afs3_brdschool@rediffmail.com

3. This RFP is divided into five Parts as follows.

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

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

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

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

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

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




Executive Director

Part I – General information

1. **Last date and time for depositing the Bids.** At 1100 hrs on 27 Mar 2023. The sealed Bids (both technical and Commercial in separate covers), should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as 'RFP for 10kWp Solar PV Power Plant' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids.** At 1200 hrs / 27 Mar 2023. (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.** Guard Cabin at Main Gate of Air Force School 3BRD, Chandigarh-160 030. Bids received through registered post and found in the tender box marked as subject RFP will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids.** School Office. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two Bid System.** This RFP has been issued under 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, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

*All Clauses complied
Signature of Bidder with Seal*



10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain valid till **180 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 invited the bids. Specimen format of the Bid Security Declaration is placed at **Annexure-I** to this RFP.

Part II – Essential Details of Items / Services required

1. **Schedule of Requirements** – List of items / services required is as follows .

Sl. No.	Name / Type of item / Services / Description of Stores	Qty Required	Description of Stores
(a)	Ground Mounted, grid connected, Mono-Crystalline Half Cut Passive Emitter Rear Contract (PERC) 10KW Solar Photovoltaic Power Plant along with associated civil work including provision of paver block hard standing.	10kWp	As per para 2 of Part-II of the RFP

2. **Technical Details.**

(a)	Solar Panel	Mono-Crystalline Half Cut Passive Emitter Rear Contract (PERC) Solar Panels (500W) totaling 10kWp with 25 years performance warranty (up to 90% generation for first 10 years and 80% for remaining 15 years) recognized by ALMM [GoI MNRE]
(b)	Inverter	10 kw Solar Inverter support 12 kw panel capacity with 10 years warranty
(c)	AC Box & DC Box	3 Phase ACDB / DCDB
(d)	Earth	3 Chemical Earthings with GI Earthing
(e)	DC Cable	6mm good quality copper wire from plant to inverter.
(f)	AC Cable from plant to meter.	250 meters long 10mm x 4 core , good quality AC Cable routed underground through HDPE pipes for underground cable protection
(g)	Structure	GI Heavy 1.8 inch, C Channel. Designated to withstand wind speed and seismic factor.
(h)	Generation	15,000 units per annum
(j)	Hard standing for vegetation control	Excavation of soil, foundation of M7.5 grade foundation, laying of Interlocking 60mm outdoor Paver Blocks, Total Area 2500 sq ft.
(k)	Elevation	The lower end of the panels should be elevated up to 7ft minimum to avoid shadow casted by compound wall and grills.

*All Clauses complied
Signature of Bidder with Seal*



Note. Successful Bidders are required to provide a Detailed Project Report (DPR) and get the sample of material approved from the Buyer before commencement of work.

3. **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 format attached as **Annexure-II** along with Technical Bid.

4. **Delivery Period.** Delivery period for 'successful commissioning of ground mounted grid connected 10kWp solar pv power plant with associated civil work including paver block hardstanding of 2500 sq ft in AF School 3BRD Chandigarh' would be **90 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. **Delivery and Transportation.** F.O.R Destination.

6. **Consignee details.** The Principal,
Air Force School 3BRD, Sector-31B,
Chandigarh (UT) – 160 030

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.

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 and Period of the Contract.** The deliveries and supplies and performance of the services shall commence within 15 days of date of issue of supply order.

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or 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

*All Clauses complied
Signature of Bidder with Seal*



Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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

*All Clauses complied
Signature of Bidder with Seal*



- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than 15 days after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than one month provided Force Majeure clause is included in contract.
- (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 Arbitrator 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. **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.

13. **Taxes and Duties (In respect of Indigenous bidders).**

(a) Bidders must indicate separately the relevant Taxes / Duties likely to be paid in connection with delivery of completed goods specified in the RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(b) If a Bidder is exempted from payment of any duty / tax up to any value of supplies from them, he should clearly state that no such duty / tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate / quantum of any Duty / Tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

(c) Any changes in levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi / Entry Tax etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty / tax paid by the Seller. Similarly, in case of downward revision in any such duty / tax, the actual quantum of reduction of such duty / tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

(d) Levies, taxes and duties levied by Central / State / Local governments such as excise duty, VAT, Service Tax, Octroi / Entry Tax etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by the Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

*All Clauses complied
Signature of Bidder with Seal*



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.** 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.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order 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 & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to (upto) 50% plus / minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** 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). 100% payment on delivery and acceptance by the user through cheque / ECS / NEFT within 30 days on production of user's certificate of complete Installation and successful commissioning of plant..
6. **Advance Payments.** No (R) No advance payment will be made.
7. **Paying Authority.** **Executive Director, Air Force School 3BRD, Chandigarh.** 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.



*All Clauses complied
Signature of Bidder with Seal*

- (c) Copy of Supply Order.
- (d) 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, etc as applicable.
- (e) Exemption certificate for Excise duty / Customs duty, if applicable.
- (f) Guarantee / Warranty certificate.
- (g) Performance Bank guarantee.
- (h) DP extension letter indicating whether extension is with or without LD.
- (j) 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).
- (k) User's Certificate of complete Installation and successful commissioning.
- (l) Quality / Life certificate.

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

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

(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, the shall forthwith notify such reduction or sale or offer of sale to the **Executive Director Air Force School 3BRD** 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 such as drugs which have expiry dates.
- (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.



*All Clauses complied
Signature of Bidder with Seal*

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 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 thereunder.

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

10. **Force Majeure 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 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



*All Clauses complied
Signature of Bidder with Seal*

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. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenisation or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within (10) days of affecting such upgradation/alterations.

12. **Earliest Acceptable Year of Manufacture.** Year 2023. (Quality / Life certificate will need to be enclosed with the Bill.)

13. **Transportation.** The following Transportation 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 in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during transportation, subject to proper cargo handling. The Seller shall ensure that the stores are packed in containers, which are made sufficiently strong, and with seasoned wood. The packing cases should have hooks for lifting by crane/fork lift truck. Tags with proper marking shall be fastened to the special equipment, which cannot be packed.

(b) The packing of the equipment and spares/goods shall conform to the requirements of specifications and standards in force in the territory of the Seller's country.

(c) One copy of the packing list in English shall be inserted in each cargo package, and the full set of the packing lists shall be placed in Case.

(d) If necessary, each package shall be marked with warning inscriptions: <Top>, "Do not turn over", category of cargo etc.

(e) Should any special equipment be returned to the Seller by the Buyer, the latter shall provide normal packing, which protects the equipment and spares/goods from the damage of deterioration during transportation by land, air or sea. In this case the Buyer shall finalize the marking with the Seller.

14. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (**year 2023**), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in

All Clauses complied

Signature of Bidder with Seal



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.

15. **Quality Assurance.** The item should be of the latest manufacture, conforming to the current production standard and having 100% defined life at the time of delivery.

16. **Inspection Authority.** The Inspection will be carried out by **rep of Chief Administrative Officer of Air Force Station (BRD) Chandigarh** or any other officer nominated by Chairman SMC.

17. **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.”

18. **Claims.** The following Claims clause will form part of the contract placed on 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 description and quantity of the stores are to be furnished to the Seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(c) 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.

(d) 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 'Air Force School' payable at Chandigarh.

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



*All Clauses complied
Signature of Bidder with Seal*

19. **Warranty.** The following Warranty will form part of the contract placed on the successful Bidder

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

(b) **Performance Warranty.** The Seller warrants for a period of 25 years of performance warranty (up to 90% generation for first 10 years and up to 80% for remaining 15 years) in respect of solar modules, 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.

(c) **At site Manufacturer's warranty on Panels and Inverters are 10 years from the date of invoice / billing.**

(d) 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.

(e) The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller.

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

(g) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 25% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 30 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.

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

20. **Product Support.** The following Product Support clause will form part of the contract placed on successful Bidder –

(a) Five (05) years free service will be provided by the vendor after the installation and commissioning of Solar Power Plant.



*All Clauses complied
Signature of Bidder with Seal*

21. **Labour.**

- (a) The vendor shall make his own arrangement for the engagement of all staff and labour local or other, and for their payments, housing, feeding and transport.
- (b) **Safety of Personnel.** The seller is to ensure adequate safeguards for personnel when employed on work where human risk of healthy / injury is involved.
- (c) **First Aid.** The Seller is liable to provide immediate first aid / hospitalisation caused by accident / sudden illness to personnel.
- (d) **Certificate.** Gas free & Man Entry Certificate, Fire Sentries, Administration Support to OEMs, pumping out facilities and removal of debris / waste material.
- (e) **Indemnity.** The Seller shall indemnify the Buyer against all claims of death or injury case to any person, whether workman or not, while engaged in the process connected with the seller's work or for dues of any kind whatsoever and Buyer shall not be bound to defend any claim brought under Workmen's Compensation Act, 1923 or Payment of Wages Act 1936, or any other statutory Act or Law in force from time to time and applicable to the said work unless Seller first deposit with the Buyer a sum sufficient to cover liable which Buyer may have to incur in relation to such proceedings.

Part V - Evaluation Criteria & Price Bid issues

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

- (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically 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 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.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format annexed. 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.

*All Clauses complied
Signature of Bidder with Seal*



(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 entrained 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 duty 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.

(f) The Lowest Acceptable Bid will be considered further for placement of 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.

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

2. **Price Bid Format.** The Price Bid Format is attached as **Annexure-III** and Bidders are required to fill this up correctly with full details:



All Clauses complied
Signature of Bidder with Seal

Annexure-I
(Refers to para 14 of
Part-I of the RFP)

BID SECURITY DECLARATION CERTIFICATE

**INVITATION OF BIDS FOR INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV
POWER PLANT (GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING**

RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 Date ⁰⁷ Mar 2023

To,
Chairman School Management Committee
Air Force School 3BRD
Chandigarh 160 030

I/We _____ am/are
aware that if I/we withdraw or modify our bids during the period of validity or if I/we am/are
awarded the contract and I/we fail to sign the contract, or to submit a performance security
before the deadline defined in the request for bids document (30 Days; Refer Para-1 of Part-
IV of RFP), I/we will be suspended for the period of **three years** from being eligible to
submit Bids for contract with the entity that invited the bids and I/we will not make any
further claim on this accord.

Seal

Place.

Date

Authorised Signatory



*All Clauses complied
Signature of Bidder with Seal*

Annexure-II
(Refers to para 3 of
Part-II of the RFP)

TENDER COMPLIANCE STATEMENT FOR
INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV POWER PLANT
(GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING
AIR FORCE SCHOOL 3BRD CHANDIGARH
RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 Date: 1 Mar 2023

Sl. No.	Para of RFP Specification 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 terms
1.	Para 2 (a) Part-II			
2.	Para 2 (b) Part-II			
3.	Para 2 (c) Part-II			
4.	Para 2 (d) Part-II			
5.	Para 2 (e) Part-II			
6.	Para 2 (f) Part-II			
7.	Para 2 (g) Part-II			
8.	Para 2 (h) Part-II			
9.	Para 2 (j) Part-II			
10.	Para 19 Part-IV			
11.	Para 20 Part-IV			

Note.

- Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, in the following format along with Technical Bid.
- All liaison work including allied expenses with Govt agencies is to be made by the bidder and the necessary requirements are to be fulfilled including provision of Grid with Chandigarh Electricity Department (CED).
- Bidders, with prior intimation, may carry out site visit between 0900 hrs to 1100 hrs on all working days from Monday to Saturday except 2nd Saturday and Closed Holidays.
- Successful Bidders are required to provide a Detailed Project Report (DPR), Technical specification documents and get the sample of material approved before commencement of work.

Signature. _____
(Authorized Signatory of Company)

Name. _____

Name & Address of the Firm. _____

Seal of Company

Date. _____

Place. _____

All Clauses complied
Signature of Bidder with Seal



COMMERCIAL BID PROFORMA FOR
INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV POWER PLANT
(GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING
AIR FORCE SCHOOL 3BRD CHANDIGARH
RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 Date 01 Mar 2023

(To be sealed in a separate cover)

Sl. No.	Item	Unit Price	Qty	Total
1.	Ground Mounted, grid connected, Mono-Crystalline Half Cut Passive Emitter Rear Contract (PERC) 10KW Solar Photovoltaic Power Plant along with associated civil work including provision of paver block hard standing.			
	Total Basic Price			
	GST %			
	Any other Taxes / Duties / Overheads / Other costs			
	Grand Total			

Signature. _____
 (Authorized Signatory of Company)

Name. _____

Date.
Place.

Name & Address of the Firm. _____

Seal of Company



All Clauses complied
Signature of Bidder with Seal

**CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER
FOR INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV POWER PLANT
(GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING :
AIR FORCE SCHOOL 3BRD CHANDIGARH**

RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 Date ⁰⁷Mar 2023

1. It is certified that all the terms and conditions as laid in the RFP/TE and its appendices have been carefully studied and understood. The parameters of the proposed installation of **Ground Mounted, grid connected, Mono-Crystalline Half Cut Passive Emitter Rear Contract (PERC) 10KW Solar Photovoltaic Power Plant along with associated civil work including provision of paver block hard standing at AF School 3BRD Chandigarh** are accepted by the company / Firm and we will abide by them.
2. It is certified that I / we have understood all the terms and conditions mentioned in the tender document and shall conduct the work strictly as per these terms and conditions.
3. It is certified that all the information given in this tender is true and correct in all respects and we hold the responsibility for the same.
4. It is certified that all pages of tender document are signed by Authorized Signatory.
5. It is certified that deviations, if any, are mentioned separately.
6. It is certified that necessary documents to prove our eligibility have been enclosed.
7. It is further certified that any cost incurred on additional services required to complete the contract for providing related services would be borne by us.

Signature. _____
(Authorized Signatory of Company)

Name. _____

Date. Name & Address of the Firm. _____

Place. Seal of Company



*All Clauses complied
Signature of Bidder with Seal*

To,

Chairman SMC
Air Force School 3BRD)
Chandigarh-160 030

Date

Sub. LETTER OF AUTHORISATION FOR ATTENDING BID FOR INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV POWER PLANT (GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING : AIR FORCE SCHOOL 3BRD CHANDIGARH

RFP. No AF SCHOOL 3BRD)/LTE/08/2022-23 Date 07 Mar 2023

Sir,

Following persons are hereby authorised to attend the Bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference NameSpecimen Signature

1.

2.

Alternate Representative

Signature. _____

(Authorized Signatory of Company)

Name. _____

Date.

Name & Address of the Firm. _____

Place.

Seal of Company

In case of proprietorship firm, certificate will be given by the proprietor and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors.

Note.

1. Maximum two representatives will be permitted to attend Bid opening. In case where it is restricted to one, first preference will be allotted. Alternative representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where Bids are opened may be refused in case authorization as prescribed above is not received.



*All Clauses complied
Signature of Bidder with Seal*

**BID FOR INSTALLATION OF GRID CONNECTED 10KWP SOLAR PV POWER PLANT
(GROUND MOUNTED) WITH PAVER BLOCK HARDSTANDING:
AIR FORCE SCHOOL 3BRD CHANDIGARH**

**AFFIDAVIT REGARDING BLACKLISTING / NON-BLACKLISTING
FROM TAKING PART IN GOVT TENDER BY IAF**

(To be executed on Rs. 10/- Stamp paper & attested by Public Notary/Executive Magistrate by the Bidder)

I/We Proprietor/Partner(s)/Director(s) of M/S _____ hereby declare that the firm/company namely M/S _____ has not been blacklisted or debarred in the past by Indian Air Force or any other Government organisation from taking part in Government tenders.

OR

I/We Proprietor/Partner(s)/Director(s) of M/S _____ hereby declare that the firm/company namely M/S _____ was blacklisted or debarred by Indian Air Force or any other Government organisation from taking part in Government tenders for a period of ___ years w.e.f. _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders. In case the above information is found false at any stage, I/We are fully aware that the tender/contract will be rejected/cancelled by Buyer and EMD/SD shall be forfeited. In addition to the above, Buyer will not be responsible to pay the bills for any completed/partially completed work.

Signature. _____
(Authorized Signatory of Company)
Name. _____
Name & Address of the Firm. _____
Seal of Company

Date.
Place.



*All Clauses complied
Signature of Bidder with Seal*