

Tele: 8127640421

Air Force Station
Gorakhpur-73002

17W/2214/6/2/ED dt 26 Nov 25

REQUEST FOR PROPOSAL (RFP)
INVITATION OF TECHNO-COMMERCIAL BIDS FOR SUPPLY OF DESK & BENCH FOR
CLASSROOM (CLASSES- I TO V) AND TABLE & CHAIR FOR TEACHERS AT AIR
FORCE SCHOOL GORAKHPUR

1. Air Force School Gorakhpur invites bids under **Two Bid system** for construction of three storey building and a toilet block at Air Force School Gorakhpur. The tendering process will be carried out in a two-bid system i.e. Technical and Commercial Bids and are to be rendered separately. Please super scribe the above-mentioned Title and date of opening of bids on the sealed cover to avoid the bids being declared invalid. Each bid is to be sealed separately and marked separately on each envelope as TECHNICAL and COMMERCIAL BID to distinguish them as such, in addition to the subject title of the bid. Both the sealed bids are to further enclosed in a common envelope and the common envelope should be superscripted "**SUPPLY OF DESK & BENCH FOR CLASSROOM (CLASSES- I TO V) AND TABLE & CHAIR FOR TEACHERS AT AIR FORCE SCHOOL GORAKHPUR.**" The bids are to be submitted either by dropping it in the tender box kept at Shamsher Gate, Akash Vihar, Air Force Station Gorakhpur or by registered post only at the below mentioned address.

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

- | | | |
|-----|-------------------------------------|---|
| 2.1 | Bids/queries to be addressed to | Chairman,
School Management Committee
Air Force School
Gorakhpur-273002. |
| 2.2 | Postal address for sending the Bids | Executive Director,
Station Education Section
C/o Air Force Station
Gorakhpur-273002 |
| 2.3 | Contact Details | Principal,
Air Force School
Gorakhpur-273002
Mob: 8127640421 |

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

3.1. **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.

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

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

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

3.5. **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.

5. **Eligibility to Participate and Preference Policies.**

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

5.2. Also, the bidder must not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial office, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons during the period mentioned in sub-paragraph 5.1. above.

5.3. The bidder, its affiliates, or subsidiaries, including subcontractors or contractors for any part of the contract, should:-

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

5.3.2. Not stand debarred by the Department of Expenditure, from participation in the Tender Process by any Ministry/ Department; and/ or

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

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

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

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

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

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

5.3.5.1. With a retired Manager (of Gazetted Rank) or a retired Gazetted Officer of the Central or State or its Public Sector Undertakings, if such a retired person has not completed the cooling-off period of one year after his/ her retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

5.3.5.2. With near relations of executives of the Procuring Entity involved in this Tender Process.

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

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

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

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

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

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

6. The vendors are request to authenticate each page of the Tender Enquiry before submission of it and ensure that there is **no (R) no overwriting on the rates quoted. Rates are to be quoted both in figures as well in words.** The vendor has to visit actual location of the school, assess the requirement, and then submit the quotations.

Yours Sincerely,


(Shubhasree Deb)
Wing commander
Executive Director
Air Force School Gorakhpur

PART-I: GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** The last date and time of depositing the bid is **16 Dec 25 at 1800 Hr.** The sealed Bids in sealed cover clearly marked **'SUPPLY OF DESK & BENCH FOR CLASSROOM (CLASSES- I TO V) AND TABLE & CHAIR FOR TEACHERS AT AIR FORCE SCHOOL GORAKHPUR'** 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.** Bidders are to submit 'Technical & Commercial Bid' with EMD in different sealed envelopes. Sealed Bids should be either dropped in the **Tender Box** marked as **'BIDS FOR SUPPLY OF CLASSROOM FURNITURES FOR AIR FORCE SCHOOL GORAKHPUR (AKASH VIHAR)'** or sent by registered post at the address given in covering letter 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.

3. **Time and date for opening of Bids.** **17 Dec 25 at 1000 Hr** (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.** **Shamsher Gate, Sub Guard Room, Akash Vihar, Air Force Station, Gorakhpur-273002.** Only those Bids that are found in the tender box or received by registered post will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids.** **Air Force School (Akash Vihar), Air Force Station, Gorakhpur.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates quoted by all bidders will be read out in the presence of the representatives of the bidders. This event will not be postponed due to non-presence of your representative.

6. **Two Bid System.** The Technical bid followed by financial Bid of technically complied bidders would be opened on the time and date mentioned above. Date of opening of the Commercial Bids 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.

6.1 **Technical Bid** consisting of all technical details along with commercial terms and conditions along with EMD/ MSME/UDYAM certificate.

6.2 **Commercial Bid** indicating item wise price for the items mentioned in the technical bid. As per the format given in Appendix A.

7. **Submission of Bids.** Bid should be forwarded by Bidders under their original memo / letter pad inter-alia furnishing details like TIN number, GST number, Bank address with EFT Account if applicable, etc. and complete postal address of their office. **The complete RFP should be submitted in original after signature on all pages along with the bid and 'Certificate of acceptance of terms and conditions of tender' as per the format mentioned in Appendix C.**

8. **Clarification regarding contents of the Bids.** A prospective Bidder, who requires clarifications regarding the contents of the bidding documents, shall notify to the Buyer in writing about the clarifications sought, not later than 14 (fourteen) days prior to the

date of opening of the Bids. Copies of the queries and clarifications by the Purchaser will be sent to all prospective Bidders who have received the bidding documents.

9. **Pre-Bid Meeting.** Pre-Bid meeting will be held at Air Force School Gorakhpur Akash Vihar on **02 Dec 25 at 1000 Hr.** The meeting will be held in the presence of Executive Director, Principal, School Manager, School LPC Member and Office Superintendent (senior-most Rep of school admin). Detailed discussion on approved brands, grades, quantity and quality standards of material, project timelines, role of Project Monitoring Group in terms of consistent supervision, testing protocols and third party inspections during the progress of the work and all the queries and doubts of bidders will be addressed.

10. **Acceptance of Bids.** Non-attendance of the Pre-bid meeting shall not disqualify a bidder from participation. However, acceptance of such bids will be at the sole discretion of the Technical Bid Opening committee, which reserves the absolute right to reject any or all bids without assigning any reason. Submission of required documents and production of samples, meeting the prescribed specifications outlined in the RFP will be mandatory for consideration.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection and forfeiture of EMD. Conditional tenders will be rejected. **Demonstration of item will also form part of Tech evaluation and the Committee/ User has the right to reject the bid based on the assessment of the sample item.**

12. **Validity of Bids.** The Bid should remain valid till **120 days** from the last date of submission of bids. The Prices and other terms offered by Bidders must be firm for an acceptance period of 120 days from closure of this RFP. In exceptional circumstances the user may solicit the bidders consent to an extension of the period of validity. The Bid security provided shall also be extended. The user, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs. 72,346/- along with the TECHNICAL BIDS only. The EMD may be submitted in the form of Account payee Demand Draft in favour of 'Air Force School, Gorakhpur' payable at Gorakhpur from any of the scheduled commercial Banks or any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form. EMD/ bid security is to remain valid for a period of 45 days beyond the final bid validity period. EMD/ bid security of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Ministry of Micro, Small and Medium Enterprises (MSME)/ MSEs registered with National Small Industries Corporation (NSIC)/ firms having *Udyam* Registration/ Start-ups recognised by the Department for Promotion of Industry and Internal Trade (DPIIT) and those Bidders who are registered with the Central Purchase Organisation/s of Departments/ Ministries of the Government of India concerned for the same item/ range of products/ goods or services for which tender has been issued. The EMD/ bid security will be forfeited if the Bidder withdraws or amends, impairs or derogates from the Tender in any respect within the validity period of their tender.

PART –II ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements.** Items/ Services required are as follows and as per Appendix 'B'.

2. **Specification Details.** Bidders are to visit the site at Air Force School Gorakhpur (Akash Vihar) any time during school working hours (0900 to 1300 Hr) to assess the quantum and type of works before bidding for the said work. The following are the requirements: -

SI No	Details / Specification	Qty
1.	Dual Desk (Brand: Reputed brand) Dimension of desk: 914.4mm(W) X 406.6mm(L) X 660.4mm (H) Metal frame powder coated with built in storage, sturdy metal structure, safe and sturdy structure. Edges rounded-off for safety. Plywood-19 mm thick, sun-mica matte finish 0.4 mm thick. Iron 1 inch square, Thickness-4mm	200
2.	Bench (Brand: Reputed brand) Dimension of Bench: 914.4 (W) X 355.6 mm (L) X 660.4 mm (H) of back-rest. Plywood-19 mm thick, sun-mica matte finish 0.4 mm thick. Iron 1 inch square, Thickness-4mm. Edges rounded-off for safety.	200
3.	Teacher's Table (Brand: Reputed brand) Dimension of table: 1219.2mm(W) X 609.6 mm(L) X 711.2 mm (H) Made of 36mm thick top and under structure made of 18mm bakash plyboard, three (03) drawer with lock on one side and shutter compartment with lock on other side.	35
4.	Teacher's Chair (Brand: Reputed brand) Dimension of table: 520 mm(W) X 595 mm(L) X 860 mm (H) PU upholstered seat & back Chrome plated mild steel frame	35
5.	Warranty: Three (03) years warranty on all above-mentioned items.	

* Please quote rates in figure as well as in words along with a copy of rate list. Unit basic price and all government, duties and taxes should be indicated separately. Government duties and taxes etc should be specified and spelt out clearly giving the current rate applicable. Warranty clauses should be clearly spelt out. Rates quoted should be for Ex - Gorakhpur. GST and other taxes/levis (if Applicable) to be shown separately. The images attached here are for reference only and illustrate the typical appearance or style but do not define exact requirements or quality standards.

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 specifications, if any. The bidders are to submit the compliance statement along with Technical bid as per format in Appendix 'B'.

4. **Delivery period.** Delivery period for supply of items would be **45 days on approval of sample item after placement of order.** Please note that contract can be cancelled unilaterally by the buyer in case items are not received within the contract delivery period.

Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of Liquidation Damage clause.

5. **Terms for delivery and transportation.** The items shall be dispatched to the consignee at AF School Gorakhpur (Akash Vihar) by the supplier on his own arrangement and parts should be assembled at Air Force School (Akash Vihar), Gorakhpur.

6. **Trial and Demonstration.** All the bidders are required to submit a sample set of furniture on or before the date of opening of Technical Bid. The sample should meet the technical criteria offered by the bidder. All expenses incurred to demonstrate the item(s) shall be borne by the bidder/ firm. Demonstration of item will also form part of Tech evaluation and the Committee/ User has the right to reject the bid based on the assessment of the sample item. Any failure on the part of the bidder to show a successful demonstration may invite rejection of bid and no correspondence on the subject will be entertained. Notwithstanding anything stated above, the Buyer reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

7. **Tender Sample Requirement.** All the bidders are required to submit one (01) set of desk & bench and teacher's table and chair each (as per specifications) as tender sample along with the Technical Bid. Bidders should ensure that the sample submitted by them fully conforms to all the parameters of the Tender Enquiry specifications. **Bids received without tender sample or in case of tender samples are received after due date and time for receipt of tenders will be rejected.** The bidders are to confine to the specific standards and codes to be met by the materials, and other supplies as per Appendix 'B' to this effect shall apply, unless otherwise expressly stated in these documents, other authoritative standards and codes specified will be accepted subject to the user's review and approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing and brought out in the technical bid by the bidder. In the event the user determines that such proposed deviations do not ensure substantially equal performance, the bidder shall comply with the standards specified in the tender documents. **The cost and freight of sending the samples shall be borne by the bidder. The bidder who does not submit the Tender samples for testing usage for a week's time, all such bids/offers shall be rejected in toto. The tender samples will be used in the school by the students for assessing the adaptability, workmanship, etc for a week's time and the technical bid will be analysed and finalised on the report comprising the usage for opening of commercial bid.**

8. **Place of Submission of Tender Sample & Tender documents.** Tender sample may be submitted at Air Force School Gorakhpur with boldly and clearly labelled firm's name on the sample item. The sample item may be submitted at school prior to the submission of bids. Tender samples of tenderers whose offers are not accepted may be collected by their authorised representatives on requisition on letter head of the firm duly stamped, signature and attested by the tenderers on hearing from this office.

9. **Advance Sample.** The successful bidder shall be required to submit **within 20 days of receipt of supply order, 12 (twelve) units of advance samples** as per contract specification for indenter's approval. This shall be mandatory before giving clearance for bulk supply.

10. **After receipt of store at consignee locations.** On receipt of store same will be compared with the references samples by the User. The comparison is confined to visual inspection and is in terms of feel, finish, shade and workmanship. The stores received will also be matched with the laid down specification of item. In case of doubt and where

considered necessary, the stores supplied by the firms will be assessed for its technical parameters. During such process, in case inferior quality of stores are supplied, the user reserves the right to reject the material quoting quality issues and the same will be lifted by the firms on their own risk and expenses.

11. **Consignee Detail.** Air Force School Gorakhpur, Akash Vihar, Air Force Station Gorakhpur-273002, Ph: 8127640421.

PART –III STANDARD CONDITION OF RFP

1. The bidder is required to give confirmation of their acceptance of the standard conditions of the RFP mentioned below which will automatically be considered as part of contract concluded with 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. Format of Compliance Certificate- Acceptance of Terms & Conditions of the RFP is enclosed as Appendix 'C'.
2. **Pre-Qualification Criteria (Minimum Eligibility Criteria).**
 - 2.1. The bidder should be should be a registered company. Copy of registration certificate is required to be enclosed.
 - 2.2. The bidder should be Original Equipment Manufacturer (OEM) of high standards i.e. authorised dealer. In case of authorised dealer of OEM, valid certificate from OEM is to be enclosed compulsorily. Non-submission of OEM certificate will render the bid invalid. Low quality OEM brands using inferior quality material, poor workmanship etc will be rejected. User reserves the right to reject the sample on look and feel option and no query on the same will be entertained.
 - 2.3. The bidder should be in the business and supply of **furniture for at least two (02) years** as on the date of this tender.
 - 2.4. The firm should submit a certificate certifying product **spare support for five (05) years**.
 - 2.5. The firm (OEM/authorised distributor) should have service centre in Gorakhpur and should have easily accessible contact number. Also, in case of no response on the said number, escalation matrix (higher up contact numbers with email id) is to be submitted. The bidder should have direct support arrangement through its own service centres based in Gorakhpur. Bidders must submit a detailed support matrix as per Appendix G.
 - 2.6. The bidder should submit copies of last 3 years trading, profit & loss A/C.
 - 2.7. The bidder/firm should submit copies of last 3 years Income Tax return.
3. The OEM/bidders must submit documentary evidence in support of facts/ claims submitted/ made in response to the Pre-qualification/ Minimum eligibility criteria. Documents should be submitted along with Annexure (Pre-Qualification/ Minimum Eligibility Criteria). **Proposals of bidders who do not fulfil the above criteria or fail to submit the documentary evidence thereon would not be considered for further evaluation viz Technical Bid and the bid will be rejected.**
4. All the rates, charges & elements of GST will have to be quoted in clear terms in the Commercial Bid. The tender form will be liable for rejection in case of any hidden charges.

5. **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.

6. **Effective Date of the Contract.** The Contract / Work Order shall come into effect on the date of signature of the buyer on the contract /supply order (Effective Date) and shall remain valid for until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract / supply order.

7. **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.

8. **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 AF School Gorakhpur for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with AF School Gorakhpur. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

9. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the **original manufacturer/ authorised dealer of OEM** 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 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 Air Force School Gorakhpur.

10. 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.

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

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

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

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

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

13.1. The Seller fails to honour any part of the Contract including failure to deliver the contracted stores/ render services/ achieve milestones in time as per the Contract for causes not attributable to Force Majeure for more than 01 (one) month as related to the delivery period as per the Contract, or for a period greater than 50% of the scheduled delivery period for the overall Contract, whichever is earlier.

13.2. The Seller is declared bankrupt or becomes insolvent.

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

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

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

13.6. Any special circumstances that are to be recorded to justify the termination of the Contract.

13.7. As per decision of the Arbitration Tribunal.

14. **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.

15. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof, except with the prior consent of the Buyer in case of merger, amalgamation, consolidation, acquisition, change in control or similar transactions. For granting such consent, Buyer may require the Seller to enter into a Novation Agreement. The Seller may utilise its wholly owned subsidiary in India to provide product support related to the Contract. However, it shall not relieve the Seller of any obligation, duty or liability attributable to the Seller under the present Contract.

16. **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.

17. **Taxes and Duties.**

17.1. All taxes, duties, levies and charges which are to be paid for the delivery of goods/ services, including advance samples, shall be paid by the parties under the present Contract in their respective countries (*applicable in case of proposals involving foreign procurements*).

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

17.3. Bidders must indicate separately the relevant Taxes/ Duties (including GST/ IGST/ etc.) likely to be paid in connection with delivery of completed goods/services specified in the RFP. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

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

17.5. Bidders should note that in case any refund of any duty/ tax is granted to them by Central/ State authorities in respect of stores supplied under the Contract, they will pass on the credit to the Buyer immediately, along with a certificate that the credit so passed on, relates to the duty/ tax originally paid for the stores supplied under the Contract.

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

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

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

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

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

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

OR

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

17.12. Subsequent to the reimbursement of customs duty, the Bidder will submit to the Paying Authority concerned, a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned, a certificate immediately after a period of three months from the date of payment of the duty to the Customs authorities, to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the Customs authorities by him.

17.13. In case the Bidder obtains any refund of customs duty, subsequent to the payment of the same by him to the Customs authorities and reimbursement of the

customs duty to him by the Paying Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

PART IV- SPECIAL CONDITIONS OF RFP

1. 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.
2. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of a Account Payee Demand Draft, in favour of 'Air Force School, Gorakhpur' payable at Gorakhpur from any of the Indian Public or Private Sector Scheduled Commercial Banks or payment online in an acceptable form for a sum equal to **5 % of the Contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee (PBG) should be valid up to 60 days beyond the period of warranty. The format of PBG is placed at Appendix 'H' of this RFP.
3. **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.
4. **Repeat Order Clause.** This contract has a repeat order clause, wherein the buyer can order up to 50% quantity of the items under the present contract. This will be applicable within the currency of the contract. It will be entirely the discretion of the buyer to place the repeat order or not.
5. **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 5% plus/minus increase or decrease the quantity (rounded off to multiple of Qty-1) 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.
6. **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 or payment through cheques, wherever feasible. A copy of the model mandate form attached as Appendix 'D' with the RFP is to be submitted by bidders for receiving payment through ECS. The payment will be made as per the following terms, on production of the requisite documents. 100% payment within 30 days of delivery/installation/finishing of construction and inspection satisfaction of contract items at location mentioned in Part II of the RFP under consigner details.
7. **Advance Payments.** No advance payment(s) will be made.
8. **Paying Authority.** **Chairman, AF School Gorakhpur, C/o Air Force Station Gorakhpur-273002.** The payment of bills will be made on submission of the following documents by the Seller to the paying authority along with the bill:
 - 8.1. Ink-signed copy of GST Invoice.
 - 8.2. Copy of Supply Order/Contract.
 - 8.3. Inspection note.

- 8.4. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as GST challan, customs duty clearance certificate, etc. as applicable.
- 8.5. Exemption certificate for GST / Customs duty, if applicable.
- 8.6. Guarantee / Warranty certificate.
- 8.7. Performance Bank guarantee.
- 8.8. 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).
- 8.9. Any other document / certificate that may be provided for in the Supply Order / Contract.
- 8.10. User Acceptance certificate.
- 8.11. Xerox copy of PBG.

9. **Risk & Expense clause.** Should the stores or any instalment 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 instalment thereof, the Buyer shall after granting the Seller 30 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. If items are not delivered within delivery period as specified in tender documents, Buyer shall after granting the seller seven days to cure the breach, be at liberty, without prejudice to the right to carry out risk and expense purchases.

10. **Force Majeure Clause.** 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 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.

10.1. 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.

10.2. 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.

10.3. 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.

10.4. 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.** Items should be manufactured in the same year as of RFP i.e 2025. Quality/ Life certificate needs to be enclosed with the Bill. The supplied items should be of latest update i.e. manufactured in the year 2025 and conform to the current production standards.

12. **OEM Certificate.** In case the bidder is not the OEM, the agreement certificate with the OEM to be produced along with technical bid.

13. **Quality.** The quality of the stores delivered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries as per RFP and shall also include therein modification to the stores suggested by the buyer. Such modifications will be mutually agreed to agree to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before the Year of Contract i.e. 2025, and shall incorporate all the latest improvements and modifications thereto.

14. **Joint Receipt Inspection.** The following Joint Receipt Inspection clause will form part of the contract placed on successful Bidder –

14.1. The Parties agree that the Joint Receipt Inspection (JRI) of delivered goods shall be conducted on arrival at AF School Gorakhpur. JRI shall be completed within 10 days of receipt of goods as per contract. JRI will consist of:

14.1.1. Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in the contract and the invoices.

14.1.2. Complete functional checking of the stores/equipment as per specifications in the contract and as per procedures and tests laid down by Buyer. Functional checking of spares shall not be done.

14.2. JRI will be carried out by the Buyer's representative(s). The Buyer will invite the Seller with mutually agreed time schedule for inspection of goods. The Seller shall have the right not to attend the JRI. The bio data of the Seller's representative will need to be communicated in advance.

14.3. Upon completion of JRI, JRI proceedings and Acceptance Certificate will be signed by both the parties.

15. **Warranty.**

15.1. The following Warranty will form part of the contract placed on successful Bidder –

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

15.1.2. The Seller warrants for a period of **36 months** from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

15.1.3. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications or have deteriorated, the buyer shall be entitled to call upon the seller to either replace or rectify the same free of charge, within a **maximum period of 07 days** of notification of such defect received by the Seller. Warranty of the equipment would be extended by such duration of downtime. The user would maintain record of

the down time 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. **Non-adherence to laid down timelines for replacement / rectification of defect will render extension of PBG post warranty.**

16. **Technical Details.**

16.1. The technical details should be factual, comprehensive and include specifications of the offered system/ equipment against broad requirements listed in Appendix 'B' of RFP.

16.2. Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information unless system's specific technical details are available in the offer. A format of the compliance table for the technical parameters and certain important commercial conditions of RFP is attached as Appendix 'C'.

PART V- EVALUATION CRITERIA & PRICE BID ISSUES (COMMERCIAL BID)

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

1.1. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

1.2. The technical bids forwarded by the bidders will be evaluated by the buyer with reference to technical characteristics of the equipment as mentioned in the RFP and sample submitted by the tenderer. The compliance of the technical bids would be determined based on parameters specified in the RFP. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation by Technical Evaluation Committee.

1.3. The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the commercial bid at Appendix 'A' column No. 7.

2. The bids shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work. Validity beyond 120 days from the date of opening shall be done by mutual consent.

3. The bidder shall quote rates in both figures and words failing which the bid is likely to be rejected. The bidder shall also work out the amount for each item of work/ service and write in both figures and word. On checking if there are differences between the rates quoted by the agency in words and in figures or in the amount worked out by bidder, the following procedure shall be followed.

3.1. When there is difference between the rates in figures and in words, the rates that correspond to the amounts worked out by the bidder shall be taken as correct.

3.2. When the amount of an item / service is not worked out by the bidder or it does not correspond with the rate written either in figures or in words, the rate quoted by the bidder in words shall be taken as correct.

3.3. When the rate quoted by the bidder in figures and in words tallies but the amount is not worked out correctly the rate quoted by the bidder shall be taken as correct and not the amount.

4. The Earnest Money (EMD) will be forfeited if the contractor fails to commence the work as per the letter of award and the award letter will be cancelled.

5. Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.

6. The School Management does not bind himself to accept the lowest or any bid and reserves to himself the right of accepting the whole or any part of the bid, and the bidder shall be bound to perform as agreed upon in the contract agreement at the quoted rates.

7. Commercial Bid Format. The Commercial Bid Format is given at Appendix 'A' to RFP and bidders are required to fill this up correctly with full details.

Appendix A

COMMERCIAL/PRICE BID FORMAT

Price Bid Format. Bidder are required to fill up this correctly with full details.

SI No	Item	Qty	Price for one Set	Price for Total Qty	Rates in words
1	Dual Desk (Reputed brand)	200			
2	Bench (Reputed brand)	200			
3	Teacher's Table (Reputed brand)	35			
4	Teacher's Chair (Reputed brand)	35			
5	Total of Basic Price				
6	GST @.....%				
7	Sub Total				
8	Any other Charges (Delivery/transportation/ installation, etc.)				
9	Grand Total				

Appendix B

TECHNICAL DETAILS

Schedule of Requirements. Items/ Services required are as appended below.

SI No	Details / Specification
1.	Dual Desk (Brand: Reputed brand) Dimension of desk: 914.4mm(W) X 406.6mm(L) X 660.4mm (H) Metal frame powder coated with built in storage, sturdy metal structure, safe and sturdy structure. Edges rounded-off for safety. Plywood-19 mm thick, sun-mica matte finish 0.4 mm thick. Iron 1 inch square, Thickness-4mm Comprehensive Warranty- 03 Years
2.	Bench (Brand: Reputed brand) Dimension of Bench: 914.4 (W) X 355.6 mm (L) X 660.4 mm (H) of back-rest. Plywood-19 mm thick, sun-mica matte finish 0.4 mm thick. Iron 1 inch square, Thickness-4mm. Edges rounded-off for safety. Comprehensive Warranty- 03 Years
3.	Teacher's Table (Brand: Reputed brand) Dimension of table: 1219.2mm(W) X 609.6 mm(L) X 711.2 mm (H) Made of 36mm thick top and under structure made of 18mm bakash plyboard, three (03) drawer with lock on one side and shutter compartment with lock on other side. Comprehensive Warranty- 03 Years
4.	Teacher's Chair (Brand: Reputed brand) Dimension of table: 520 mm(W) X 595 mm(L) X 860 mm (H) PU upholstered seat & back Chrome plated mild steel frame. Comprehensive Warranty- 03 Years

Appendix C

COMPLIANCE STATEMENT

SI No.	Requirement as per RFP	Compliance Status (Yes/No)	Remarks
1.	Earnest Money Attached Bank Name: DD No. : Date: Amount: Rs.XXXXXX DD attached with Technical Bid		
2.	If attached NSIC/ Aadhar Udyog Certificate/MSME etc Validity:		
3.	Seal of firm and signature of authorised signatory on all pages of RFP of having read, understood and complying the detailed terms & conditions of the RFP along with Appendices (Total-XX pages)		
4.	Agreement to submit PBG (5% of total contract amount)		
5.	Validity of Bids (min-120 days)		
6.	Agreed & understood all the technical specifications of products to be supplied / detailed in RFP		
7.	Agreement to submit tender sample items		
8.	Agreement to submit 12 units of advance sample items within 20 days for approval		
9.	Agreement for delivery period -45 days in total		
10.	Read & understood pre-qualification criteria/ minimum eligibility criteria		
11.	Proof of partnership with OEM (OEM certificate/ authorisation letter as proof of authorised dealer/reseller) to be compulsorily attached. Only high quality/ standard brands such as NILKAMAL/ SUPREME or Equivalent brands to be quoted.		
12.	Agreement to supply 2025 year of manufacture items		
13.	Agreement for Comprehensive Warranty of minimum 36 months		
14.	Attached details of service centre in Gorakhpur with contact numbers and escalation matrix with email IDs		
15.	GST Registration Certificate attached		
16.	Bank ECS mandate form		
17.	No advance payments will be made and complete payment only on satisfactory delivery of items		
18.	Firm registration certificate attached		

(Signature of Bidder with Seal of the firm)

Appendix D

CERTIFICATE OF ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

1. It is certified that all the terms and conditions as laid down in the attached pages and anywhere in the tender and its appendices are accepted by the company/ authorised individual and will abide by them
2. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we/am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
3. Each page of the tender document and [pages submitted by my company is authenticated, sealed and signed, and I take full responsibility for the entire documents submitted.

Company Seal:

Authorised Signatory of Company

Place: _____

Date: _____

Appendix E

FORMAT TO BE FILLED BY OEM OR AUTHORISED VENDORS

1. **Name of Tender:-**
(copy of registration Certificate / Trade License)
2. **Status of Tenderer:-**
(Attach documents, if registered company/partnership/ proprietorship)
3. **Details of key top official/ authorised officials with tele links of contact persons:**
(Attach details)
4. **Copy of GST Registration Certificate: -**
5. **Product literature, technical leaflet for which prices have been quoted: -**
6. **Signed copy of the tender document with company seal: -**
7. **Details of Tender Fee/EMD – Bank Draft No. and date: -**

Certified that all the above information is correct to the best of my/our information, knowledge and belief.

Date:

Signature and seal of OEM/ Authorised Dealer

Note: This must be submitted in the TECHNICAL BID.

Appendix F

ELECTRONIC CLEARING SERVICE MODEL MANDATE FORM

(Investor/Customer's option to receive payments through Credit Clearing Mechanism)

1. Investor/customer's Name :
2. Particulars of Bank Account
 - 2.1. Name of the Bank :
 - 2.2. Name of the Branch :
 - 2.3. Address :
 - 2.4. Telephone :
 - 2.5. Type of Account :
(SB/ Current or Cash Credit) with code
 - 2.6. IFSC Code :
 - 2.7. Account number (as appearing on the cheque book):
(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)
3. Date of effect :

I hereby declare that the particulars given above are correct and incomplete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a [participant under the scheme.

Date:

Seal & Signature of the bidder

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

Date:

Signature of the Authorised
Official from the Bank

Appendix G

SERVICE SUPPORT DETAILS & ESCALATION MATRIX

Sl No.	Direct support from the vendor	Complete address & contact person at the support centre for call logging & escalation purposes. Besides address, providing contact person name, phone no. & email-id is mandatory.		
		Level-1 (Call logging)	Level-2 (Escalation)	Level-3 (Escalation)
1				
2				
3				
4				
5				

Date:

Seal & Signature of the bidder

Appendix H

Performance Bank Guarantee Format

From:

Bank _____

To,

The President of India, through
The Chairman,
School Management Committee
Air Force School
Gorakhpur-273002

Dear Sir,

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt {hereinafter called 'the said Contractor(s)'} from the demand, under the terms and conditions of an Agreement dated made between and for (hereinafter called 'the said Agreement'), of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹(Any other foreign currency, in case of foreign procurement contract) (Rupees/ Any other foreign currency, in case of foreign procurement contract Only), we, (*indicate the name of the bank*), (hereinafter called 'the Bank'), at the request of the said Contractor(s), do hereby undertake to pay to the Government an amount not exceeding ₹/ Any other foreign currency, in case of foreign procurement contract (Rupees Only) against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.
2. We, (*indicate the name of the bank*), do hereby undertake to pay the amounts due and payable under this Guarantee, without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding ₹ (Rupees/ Any other foreign currency, in case of foreign procurement contract Only).
3. We undertake to pay to the Government any money so demanded, notwithstanding any dispute or disputes raised by the Contractor(s) in any lawsuit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment, so made by us under this bond, shall be a valid discharge of our liability for payment thereunder and the contractor(s)/ supplier(s) shall have no claim against us for making such payment.