



**THE AIR FORCE SCHOOL
SUBROTO PARK, NEW DELHI - 110 010**

Sr Wing: 25693063
Jr Wing: 25693627
Fax: 25696365
WAC 25687194 Ext. 5095
email: tafsdelhi@gmail.com
website: www.tafssp.com

TENDER DOCUMENT

For

**INVITATION OF COMMERCIAL BIDS FOR PROVISION OF
SCHOOL BUS SERVICE ON HIRE BASIS**

AT

**THE AIR FORCE SCHOOL
SUBROTO PARK
NEW DELHI-110 010**

DATE OF ISSUE OF TENDER FORM : 16 JANUARY 2024

**LAST DATE FOR SUBMISSION OF TENDER : 30 JANUARY 2024
(TILL 1100 HRS)**

TENDER OPENING DATE / TIME : 30 JANUARY 2024 (1115 HRS)

TENDR COST : Rs. 1,000/- (CASH/DD)

**QUOTES ARE NOT TO BE SENT THROUGH E-MAIL/FAX. QUOTES ARE TO BE
DEPOSITED IN SEALED ENVELOPES ONLY IN THE EARMARKED TENDER BOX.**



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TAFS/101/Bus/Adm

05 January 2024

**INVITATION OF COMMERCIAL BIDS FOR PROVISION OF
SCHOOL BUS SERVICE ON HIRE BASIS**

(Request for Proposal (RFP) No. 10/2023-24 Dated 05 January 2024)

1. Commercial Bids in sealed cover are invited from interested transporters/Firms for **“PROVISION OF SCHOOL BUS SERVICES ON HIRE BASIS FOR THE STUDENTS OF THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI”**. 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	Principal, THE AIR FORCE SCHOOL, SUBROTO PARK, New Delhi-110 010
(b)	Postal Address for Sending the Bids	THE AIR FORCE SCHOOL, SUBROTO PARK, New Delhi-110 010
(c)	Name/designation of the contact personnel:	Principal, The Air Force School (TAFS)
(d)	Telephone numbers of the contact personnel	Tel No: 011- 25693063 (0900h to 1400h)
(e)	E-mail id of contact personnel	tafsdelhi@gmail.com
TAFS may issue addendum(s) / corrigendum(s) to the tender documents through school's website. Such addendum(s)/corrigendum(s) (if any) shall also be submitted, duly stamped and signed, along with the submission of the Tenders.		

3. **PLEASE SUPERSCRIBE TENDER ENQUIRY NO, YOUR FIRM'S NAME, ADDRESS AND DATE OF TENDER OPENING ON SEALED COVER, SO AS TO AVOID THE BID BEING DECLARED UNSOLICITED.**

4. 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.

5. 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.



(Amita Gupta)
Principal
The Air Force School
Subroto Park
New Delhi 110010

PART I - GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** 30 January 2024 at 1100 hrs.

The sealed bids should be deposited/reached 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: -

**TENDER FOR HIRING SCHOOL BUSES FOR THE AIR FORCE SCHOOL,
SUBROTO PARK, NEW DELHI**

kept at the Main Office, The Air Force School, Subroto Park, New Delhi 110010 or sent by **Registered Post/Courier/Speed Post** so as to reach by the due date and time. Late received tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non-receipt of Tender Documents due to any reason. **Bids sent by Fax or e-mail will not be considered.**

3. **Time and Date for Opening of Bids.** 1115 h on 30 January 2024

(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 any other day/time, as decided by the school authorities and the same would be updated on the school website).

4. **Location of the Tender Box.** The tender box will be in the Admin Office at **The Air Force School, Subroto Park, New Delhi-110010**. On the date of opening, only those Bids that are found in the tender box and received by post till said date & time will be opened. **Bids dropped in the wrong Tender Box will be rendered invalid.**

5. **Place of Opening of the Bids.** The bids will be opened at the Principal's Office/Admin Office of The Air Force School, Subroto Park, New Delhi. 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 clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. The opening of bidding/tender form will not be postponed due to non-presence of representative(s) of the bidders.

6. **Contract Period.** The contract period for school bus services on hiring basis is from 01 Apr 24 to 31 Mar 26.

7. **Validity of Bids.** The Bids should remain valid until 180 days from the last date of submission of the Bids.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the School well in time in writing about the clarification sought not later than 07 (seven) days prior to the date of opening of the bids. Copies of the query and clarification by the bidder 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 School prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by email 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.**
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the School may, at its discretion, ask the bidders 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 of bids with forfeiture of EMD. Conditional tenders will be rejected.
12. **Cancellation of Tendering Procedure.** The Principal TAFS reserves the right to cancel the tendering procedure at any stage without assigning any reason to bidders.
13. **Earnest Money Deposit.** Bidders are required to submit **Earnest Money Deposit (EMD) of Rs. 30,000/- (Rupees Thirty Thousand Only)** in favor of "THE AIR FORCE SCHOOL" along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of 90 days beyond the bid validity period. EMD of the unsuccessful bidders will be returned to them, without any interest, 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. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of the tender.

PART II - ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Scheduled of Requirements.** List of items / services required is as follows: -

13 CNG/ELECTRIC BUSES WITH FOLLOWING CAPACITY ON HIRE BASIS TO COMMUTE THE STUDENTS OF THE AIR FORCE SCHOOL, SUBROTO PARK

(a)	50 Seater	-	03
(b)	35 Seater	-	07
(c)	25 Seater	-	<u>03</u>
			<u>13</u>

2. The routes of buses followed by the Bus per Day will be as follows: -

<u>Route No</u>	<u>Area Covering</u>	<u>Appox. Running mileage per day</u>	<u>Preferable Seating capacity of bus</u>
AFS-1	Vikaspuri, Hastal, Pankha Road, Sagarpur	55-60 km	50 seats
AFS-2	Chand Nagar-Tilak Nagar-Fateh Nagar-Hari Nagar-TAFS	50-55 km	50 seats
AFS-3	Entire Janakpuri via Sadar Bazar-TAFS	45-50 km	35 seats
AFS-4	Kirti Nagar, Ramesh Nagar, Bali Nagar,	45-50 km	35 seats
AFS-5	Swarg Ashram, Hari Nagar clock Tower, Nangal TAFS	45-50 km	35 seats
AFS-7	Inderpuri, Naraina TAFS	45-50 km	35 seats
AFS-8	Rohini, Pitampura, Ring Road, TAFS	55-60 km	35 seats
AFS-9	PeeraGarhi, JwalaHeri, PaschimVihar, Tagore Garden, Ring Road, TAFS	50-55 km	35 seats
AFS-10	Patel Nagar, Rajender Nagar, Pusa TAFS	45-50 km	25 seats
AFS-11	Liberty, Karol Bagh, PaharGanj, MandirMarg, TAFS	60-65 km	25 seats
AFS-14	RK Puram, VasantVihar, TAFS	40-45 km	25 seats
AFS-19	Palam AREA	50-55 km	50 seats
AFS-20	Dwarka Area Route -1	60-65km	35 seats
Note: -The school has the right to decrease or increase the seating capacity of buses as per the requirement on the basis of commuters on particular route or to discontinue any route due to less number of commuters on that route.			

3. **Delivery Period.** Delivery period for providing abovementioned School Buses on hire basis would be upto 25 days per month for the period **from 01 Apr 24 to 31 Mar 26** (approx.11 months per year, excluding summer vacation period during May-June). Further extension of contracted delivery period will be at the sole discretion of the consignee.

4. **Consignee Details.** - Principal, The Air Force School, Subroto Park, New Delhi - 110010.

5. **Miscellaneous Terms & Conditions.** The miscellaneous terms & conditions for school transports will be as follows: -

- (a) Transporter should have authorized model buses fulfilling **all rules & regulations of the Delhi Government/ CBSE & all rules stipulated by the Transport Authority of NCT of Delhi for School Transport Vehicles.**
- (b) Buses provided should be mechanically sound and should not be older than 08 years (i.e. should be of year 2016 & above model; copy of RC/fitness is required at the time of opening of quotation & for engaging the buses). **Buses must be in good condition (from interior/ exterior sides)** and of appropriate standard, befitting requirements of students and school authorities.
- (c) Valid Police Verification documents in r/o Drivers & Conductors/helpers are mandatory.
- (d) The driver of the School Bus shall possess a valid heavy vehicle driving licence and must have minimum five years of experience of driving heavy vehicles.
- (e) Transporter must provide one well trained lady attendant/guard, in each school bus, to attend the school children travelling in the bus, who will ensure safe travel of the children during the entire journey and also render adequate assistance for safe boarding and de-boarding of the children.
- (f) The doors of the bus should be fitted with locking provision.
- (g) The school bus must have a First Aid Box and drinking water container with disposable glasses.
- (h) The school buses shall be fitted with alarm bell and siren so that in case of emergency everyone can be alerted. The bus must display prominently "On School Duty" and also emergency telephone number along with seating capacity.
- (j) The school bus shall not be fitted with curtains, Door and window glasses should be without any film.
- (k) All school buses should be fitted with speed governors with maximum speed limit of 40 km/ph.
- (l) The Transporter should ensure that every school bus is provided with two ISI Mark fire extinguishers of ABC type of 5 kg capacity each. One of which should be kept in the driver's cabin and second near the emergency exit door. Drivers, conductors and lady attendant/guard should be trained by the transporter to operate and use fire extinguisher.
- (m) Seats of the school buses must be of non-combustible materials for safety of school children. The bus must have space fitted under the seat for children to keep their bags safely.
- (n) **Each Bus should have Global Positioning System (GPS) and two CCTV cameras with recording facility installed. The transporter should ensure that the GPS and CCTV installed in buses are kept in working condition at all times. CCTV footage is required to be stored for minimum of 30 days. Transporter is solely responsible for its all-time serviceability and every working day minimum five buses are to be checked and a report be given to the school office.**

(o) Conductors/helpers must be groomed to take care of children, acquainted with traffic rules and regulations, to take attendance of the students boarding the bus in morning as well as in the afternoon. Drivers/conductors/helpers are required to collect the bus passes from each and every student of their respective routes in the morning and hand over the same to students in afternoon (while they are boarding for return journey) to ensure presence of all the students in a particular bus/route. The bus shall not operate unless each student is accounted for during return journey.

(p) Transporter shall also provide supervisory staff to monitor smooth functioning & cleanliness of their buses in the morning & afternoon on daily basis and also as responsible for quick & satisfactory handling of the parent's queries. Stipulated time schedule for pick-up/ drop must be adhered to. Supervisor should also ensure that CCTV are functional at all times and footage is stored properly for minimum 30 days in CD/External Hard Disk. Back-up is to be stored in CD/External Hard disk safely for 30 days. Further, if there is any accident/incident wherein CCTV footage are required, the same is to be kept till the enquiry or action on the issue is completed.

(q) Drivers/conductors/ lady guards are to be educated on adhering COVID Protocol/guidelines as applicable and notified by the Govt. from time to time. Operator to ensure that buses are sanitized properly on daily basis before and after start of route in morning as well as in afternoon.

(r) Wearing of masks and face shields is mandatory by the staff in the bus. Bus staff must ensure that all students /school staff travelling in buses are also wearing masks throughout the travel in the buses.

(s) Students are only allowed to be seated and ensure maintaining the proper social distancing as per guidelines issued by the Govt. from time to time.

(t) Bus staff deployed must be fully vaccinated with all the doses of COVID-19 vaccination and must possess valid vaccination certificate.

(u) All the buses provided by the transporters should have valid insurance for third party risk and in case of any accident / damage it will be his sole responsibility to pay compensation to the claimants and school will not be responsible to pay compensation or any fine for other violations.

(v) Fuel in the vehicle should be full while reporting for duty. The tyres of the vehicle should be in good condition at all the times and there must be a spare tyre available in the bus. Odometer/speedometer of the vehicle should be serviceable at all times.

(w) In the event of any mechanical failure/breakdown occurring to the vehicle after reporting to duty, the contractor shall immediately arrange replacement/alternative transport within 30 minutes from such failure.

(x) Drivers deployed in the school buses should be well versed with traffic rules and should be between the age group of 30 years to 50 years.

PART III - STANDARD CONDITIONS OF RFP

1. 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 School. **The Bidder has to put his signature and office stamp on each page of the RFP as a token of read and accepted all the terms & conditions of the RFP and submit the same alongwith required documents under a covering letter on the letter head of their company.** Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **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.
3. **Effective Date of the Contract.** The award of contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) and shall remain valid 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.
4. **Arbitration.**
 - (a) All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions.
 - (b) 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 by single arbitrator appointed by the Chairman School Management Committee and the seat of arbitrator shall be in Delhi. Provisions of Arbitration and Conciliation Act 1996 in force (as amended from time to time) shall be followed.
 - (c) The arbitrator shall be nominated in writing by Chairman Management Committee, The Air Force School, Subroto Park, New Delhi-110010.
 - (d) The sole arbitrator shall have its seat in Delhi.
 - (e) The parties shall continue to perform their respective obligations under this Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of this said arbitration proceedings.
 - (f) With regard to appointment of Arbitrator, decision of Chairman School Management Committee shall be final. decision of Arbitrator shall be binding on both the parties. If any of the parties is not satisfied by the decision of the sole Arbitrator, such party shall have right to move to the Court. For any dispute arising out or in connection with the contract, its existence, validity or termination if not resolve through arbitration, any party can approach an appropriate court of law, located in Delhi, subject to provisions of Arbitration and Conciliation Act 1996 (as amended from time to time), the jurisdiction of such Court shall be limited to Delhi only.

5. **Liquidated Damages.** In case of any **Failure to position /Replace the Vehicle within the specified time period** during the Contract, the Principal may, without prejudice to the right of the purchaser to recover damage for breach of the contract, hire a vehicle from any other transporter at the "Risk and Expense" of the contractor. In case the vehicles are not found neat and clean or any other condition of the contract is violated, Principal reserve the right to deduct an amount of **5% from the bill of contractor for the No of days** the violation of contract conditions persist.

6. **Penalty for use of Undue influence.** The Bidder 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 School 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 dis-favour 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 Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 School to cancel the Contract and all or any other Contract with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the School or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the School or to any other person in a position to influence any officer/employee of the School for showing any favour in relation to this or any other Contract, shall render the Bidder to such liability/ penalty as the School 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 School.

7. **Agents / Agency Commission.** The Bidders confirms and declares to the School that the Bidder is the original 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 Bidder; 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 Bidder agrees that if it is established at any time to the satisfaction of the School that the present declaration is in any way incorrect or if at a later stage it is discovered by the School that the Bidder 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 Bidder will be liable to refund that amount to the School. The Bidder will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The School will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the School in terms of the Contract along with interest at the rate of 2% per annum above Labour rate. The School will also have the right to recover any such amount from any Contract concluded earlier with the Government of India.

8. **Access to Books of Accounts.** In case it is found to the satisfaction of the School that the Bidder 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 Bidder, on a specific request of the School, shall provide necessary information/ inspection of the relevant financial documents/information.

9. **Non-disclosure of Contract Documents.** Except with the written consent of the School/ Bidder, other party shall not disclose the Contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
10. **Liquidated Damages.** In the event of the Bidders failure to submit the Bonds, Guarantees and Documents & supply the stores/goods, etc., as specified in this Contract, the School may, at his discretion, withhold any payment until the completion of the Contract. The school may also deduct from the Bidder 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.
11. **Termination of Contract.** The buyer (school) shall have the right to terminate the Contract in part or in full in any of the following cases: -
- (a) The positioning of the Vehicle is delayed for causes not attributable to force majeure or on more than three occasions.
 - (b) The seller is declared bankrupt or becomes insolvent.
 - (c) The school has noticed that the seller has utilized the services of any Indian/ Foreign agent in getting this supply order and paid any commission to such individual/ Company etc.
 - (d) As per decision of the arbitration Tribunal appointed vide para 4 of Part III above.
 - (e) Misbehaviour and/or misconduct of any of the bus driver or conductor/helper or any other employee of the contractor/agency.
 - (f) In case of missing more than two trips during the contract period i.e fails to provide replacement vehicle for any route.
 - (g) In case of repeated delay and failure of timeline decided for the route.
 - (h) In case of providing a bus which is not in good condition or is not road worthy.
 - (j) In case of non-compliance of rules of the Transport Authority of NCT of Delhi and directions of Hon'ble Supreme Court of India and Delhi High Court.
 - (k) In the event of non-compliance of any condition or obligation under this contract by the contractor.
12. **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 post /e-mail addressed to the last known address of the party to whom it is sent.
13. **Transfer and Sub-letting.** The Bidder 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.

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

15. **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.

16. **Taxes and Duties.** The following will be applicable: -

(a) General

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

(ii) 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 will be issued by the buyer later to enable seller to obtain exemptions from taxation authorities.

(iii) Any change in levies, taxes and duties levied by the Central/State/Local governments such as GST 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 supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the buyer by the supplier. 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.

(iv) Levies, taxes and duties levied by the Central/State/Local governments such as GST on final product will be paid by the Buyer on actual, 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.

(b) GST

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

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

PART IV - SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee.** The lowest bidder will be required to furnish a Performance Guarantee by way of Demand Draft/Banker's Cheque or Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to **05%** (Five percent) of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid upto 60 days beyond the date of expiry of contract/warranty period. The PBG will be subject to encashment by the buyer, in case the conditions regarding adherence to the delivery scheduled, settlement of claims and other provisions of the supply order are not fulfilled by the seller.
2. **Option Clause.** The contract will have an option clause, wherein the Buyer can exercise an option to procure an additional 30% 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 (School) can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms and conditions remaining the same. The Bidder is to confirm acceptances of this clause. It will be entirely the discretion of the buyer (School) 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 increase or decrease the quantity of the required items without any change in the terms & conditions and prices quoted by the Bidder. While awarding the contract, the quantity ordered can be increased or decreased by the School 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/NEFT Mechanism, in addition to/ instead of payment through Cheques, wherever feasible. The payment will be made as per the following terms: -
 - (a) No advance Payment will be made.
 - (b) 100% payment shall be released within 20 working days from the date of submission of bill on completion of work and joint verification by school officials and you and satisfactory service certificate issued by the user.
6. **Paying Authority:** The payments of Bills will be made by The Air Force School, Subroto Park, New Delhi-110010 on submission of the following documents by the seller to the paying authority with the bill: -
 - (a) Ink-signed copy of contingent bill/seller.
 - (b) Ink-signed copy of Commercial invoice/seller' bill.

- (c) 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).
- (d) Certificate on user satisfaction rendered by User.
- (e) Photocopy of PBG/Indemnity bond where applicable.
- (f) CRVs in two copies.
- (g) Inspection note.
- (h) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as GST challan, Supplier would require to submit following documents in respect of GST (CGST, SGST and IGST):-
 - (i) GST invoice
 - (ii) GST payment receipt/E-receipt/Challan
 - (iii) Relevant pages of electronic ledger register.
 - (iv) Invoice wise bifurcation of total GST paid for relevant month/timer period during which the invoice was issued.
- (j) Guarantee/Warranty Certificate.
- (k) Any other document/certificate that may be provided for in the supply order/contract.

(Note): Depending upon the peculiarities of the procurement being undertaken, documents may be selected from the list given above and specified in RFP and Supply Order/contract. Bidder to submit copy of IT return filled for last three financial years

7. **Force Majeure Clause.**

- (a) "Force Majeure" means an event beyond the reasonable control of a party involving an act of God, war, riot, civil commotion, malicious damage, disease, pestilence, accident, fire, flood, storm, strike, lock out or other industrial dispute (in the case of strike, lock out or other industrial dispute not confined to employees, servants or agents of the contractor), which could not have been avoided by taking reasonable precautions which, having regard to all matters known to it before the occurrence of the Force Majeure and all other relevant factors, it ought reasonably to have taken but did not take.
- (b) If a party is affected by a Force Majeure (the "Affected Party") it shall promptly notify the other Party of the nature and extent of the circumstances in question.
- (c) Notwithstanding any other provisions of the Contract, the Affected Party shall be deemed not to be in breach of this Contract, or otherwise liable to the other party, for any delay in performance or the non-performance of any of its obligations under this Contract to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party in accordance with Clause and the time for performance of the affected obligations shall be extended accordingly.
- (d) The Affected Party shall use its reasonable endeavors to mitigate the effects of the Force Majeure on the performance of its obligations under this Contract.

(e) The Affected Party shall notify the other Party immediately in writing once the Force Majeure has ended and shall forthwith resume performance of all of its obligations under this Contract.

(f) If the Force Majeure resulting in the delay in performance or the non-performance by a Party of any obligations under this Contract continuously for more than three months after the date on which the Force Majeure begins, either Party may be noticed in writing to the other Party to terminate this Contract forthwith.

(g) If because of an event of Force Majeure, the Contractor is unable to provide the Service in whole or in part, 'SCHOOL' shall have the right to make alternative arrangements for the provision of such Services. Under those circumstances, 'SCHOOL' shall not be obliged to resume its obligations under the contract and the Contractor shall not be permitted to recommence providing the Services until any contractual obligations of 'SCHOOL' with a third party in making such alternative arrangements have ceased or expired.

8. **Inspection Authority (Quantity and Quality Control).** The inspection will be carried out by School Administration. The mode of inspection will be Departmental Inspection/ consignee inspection/ joint inspection/ self-certification. If any discrepancies are observed by the inspecting authority, the same shall be immediately corrected by the contractor, failing which the contract may be terminated.

PART V - EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows.
 - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
 - (b) The Lowest Bid will be decided upon the **Lowest Price Quoted** by a particular Bidder as per the Price Bid Format given at para 2 below. Basic Price per month per transport and GST applicable for the services are to be clearly mentioned in the bids.
2. **Commercial Bid Format.** The **Commercial Bid format** is given at **Appendix 'I'** and Bidders are required to fill this up correctly with full details **clearly indicating GST applicable** and put his signature with official seal.
3. **Undertaking.** The bidder has also to submit **Certificate for Acceptance of Tender / Undertaking** as per the format given at **Appendix 'II'**.
4. **Declaration.** The bidder has to submit **declaration** as per the format given at **Appendix 'III'**.

COMMERCIAL BID: HIRING OF SCHOOL BUSES FOR
THE AIR FORCE SCHOOL, SUBROTO PARK, NEW DELHI 110010
(01 APR 2024 - 31 MARCH 2026 FOR 11 MONTHS EVERY YEAR
EXCLUDING SUMMER VACATION IN MAY / JUNE)

<u>Route No</u>	<u>Area Covering</u>	<u>Appox. Running mileage per day</u>	<u>Amount quoted for capacity of Rs.)</u>		
			<u>50 seaters</u>	<u>35 seaters</u>	<u>25 Seaters</u>
AFS-1	Vikasपुरी, Hastal, Pankha Road, Sagarpur	55-60 km			
AFS-2	Chand Nagar-Tilak Nagar-Fateh Nagar-Hari Nagar-TAFS	50-55 km			
AFS-3	Entire Janakपुरी via Sadar Bazar-TAFS	45-50 km			
AFS-4	Kirti Nagar, Ramesh Nagar, Bali Nagar,	45-50 km			
AFS-5	Swarg Ashram, Hari Nagar clock Tower, Nangal TAFS	45-50 km			
AFS-7	Inderपुरी, Naraina TAFS	45-50 km			
AFS-8	Rohini, Pitampura, Ring Road, TAFS	55-60 km			
AFS-9	PeeraGarhi, JwalaHeri, PaschimVihar, Tagore Garden, Ring Road, TAFS	50-55 km			
AFS-10	Patel Nagar, Rajender Nagar, Pusa TAFS	45-50 km			
AFS-11	Liberty, Karol Bagh, PaharGanj, MandirMarg, TAFS	60-65 km			
AFS-14	RK Puram, VasantVihar, TAFS	40-45 km			
AFS-19	Palam AREA	50-55 km			
AFS-20	Dwarka Area Route -1	60-65km			

1. Buses are to be provided on a monthly basis on all working days of School except Sundays and Govt. Holidays. Payment will be made by Cheque/NEFT on a monthly basis.

2. The above rates are inclusive of all taxes and applicable upto 31 March 2026.

Note: -The school has the right to decrease or increase the seating capacity of buses as per the requirement on the basis of commuters on particular route or to discontinue any route due to less number of commuters on that route.

I/We have read and understood all the clauses given above and shall abide by them.

Date:

Place:

Signature_____

Name_____

Mobile/Tele No._____

GST No._____

PAN No._____

ESI Regn. No_____

Address _____

Office Stamp

Annexure II
(Para 3 of Part-V of RFP refers)

INVITATION OF COMMERCIAL BIDS FOR PROVISION OF
SCHOOL BUS SERVICE ON HIRE BASIS

CERTIFICATE FOR ACCEPTANCE OF TENDER / UNDERTAKING

1. I/we the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me/us and binding upon me/us for the entire period of Contract and it is certified that the rates quoted are the lowest as quoted in any other institution in India.
3. I/we give the rights to the competent authority of TAFS, to forfeit the Earnest Money/Security Money deposited by me/us in case of breach of conditions of Contract.

Signature of Tenderer:_____

Name : _____

Mobile No.:_____

GST No.:_____

PAN No.:_____

ESI Regn No (if applicable):_____

Address: _____

Date: _____

Place_____

Office Stamp:

INVITATION OF COMMERCIAL BIDS FOR PROVISION OF
SCHOOL BUS SERVICE ON HIRE BASIS

DECLARATION

1. I, _____ Son/Daughter of Shri _____ Proprietor / Partner
 Director/ Authorized Signatory of _____ is / am competent to sign
 this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and hereby
 convey my acceptance of the same.

3. 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.

Signature of Tenderer: _____
 Name : _____
 Mobile No.: _____
 GST No.: _____
 PAN No.: _____
 ESI Regn No (if applicable): _____
 Address: _____

Date: _____
 Place _____

Office Stamp: _____

N.B.: The above declaration, duly signed and sealed by the authorized signatory of the company,
 should be enclosed with Technical Bid.