

**RFP FOR OUTSOURCING OF HIRING OF BUS
ESCORTS/ SUPERVISOR FOR SCHOOL GOING
TRANSPORT AT AFND FOR DELHI AND NCR
AREA (LAST DATE : 10 JAN 2024)**

IP No: 2113 7238

Air Force Station
Race Course
New Delhi-110003

AFND/2993/2/ED

18 Dec 23

M/s _____

**REQUEST FOR PROPOSAL FOR OUTSOURCING OF HIRING OF BUS ESCORTS/
SUPERVISOR FOR SCHOOL GOING TRANSPORTS AT AF STATION NEW DELHI FOR
DELHI & NCR AREA (TWO BIDS SYETEM)**
REQUEST FOR PROPOSAL NO. 01 DATED 18 Dec 23

1. Sealed bids under two bid system (Technical & Commercial Bids) are invited for providing of services as listed in Part II of this RFP. Please superscribe the above mentioned title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bids being declared invalid. Bids without EMD as mentioned at para 14 of part-I will be rejected.

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 | : | Air Officer Commanding
Air Force Station New Delhi |
| (b) Postal Address for sending the Bids | : | Air Officer Commanding
Air Force Station
Race Course, New Delhi-03 |
| (c) Designation of the contact personnel | : | Squadron Leader Urmila
Senior Education Officer |
| (d) Telephone numbers of the contact personnel | : | 011-23010231/7238 |
| (e) Fax number | : | 011-23013717 |

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

- (a) **Part I** - Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II** - Contains essential details of the services required, such as the Schedule of Requirements (SOR). Period for which services required etc.
- (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.
- (f) **Appendix-'D'** - Contains for Terms & Conditions for contract.

4. A pre bid meeting with the vendors will be held at Station Education Section, Air Force Station New Delhi on 28 Dec 23. The meeting may not be held in case no clarification is sought by the vendors. However, attending/not attending the pre bid meeting will not be the criteria for accepting/rejecting any bids.

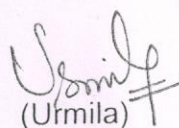
5. This RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

6. Each page of RFP is to be authenticated i.e. stamped and initialled by your authorised signatory and submitted along with your valuable offer.

7. Kindly acknowledge receipt.

Thanking you.

Yours sincerely,



(Urmila)

Squadron Leader
Senior Education Officer

PART I – GENERAL INFORMATION

1. Last date and time for depositing the Bids. 10 Jan 24 upto 1630 hrs. The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. Manner of depositing the Bids. Sealed Bids should be dropped in the Tender Box marked as “TENDER BOX” for “OUTSOURCING OF HIRING OF BUS ESCORTS/SUPERVISOR FOR SCHOOL GOING TRANSPORT AT AF STATION, NEW DELHI” or sent by registered post. 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 Technical Bids. 11 Jan 24 at 1100 hrs. 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. Tender box is placed at Main Guard Room, Air Force Station, New Delhi, Race Course, New Delhi – 110003. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. Place of opening of the Bids. Station Education Section, Air Force Station New Delhi – 110003. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. Two-Bid System. There being a two bid system, Technical and commercial bids are invited. Technical and commercial bids are to be put in separate envelop. Technical bids will be opened first on the date and time mentioned above Commercial Bid of those Firms will be open whose technical bid complete the criteria. The proforma of Technical and Commercial bid are attached as Appendix-‘B & C’ respectively.
7. Forwarding of Bids. Bids should be forwarded by Bidders under their original memo/letter pad furnishing details likes GST number, TIN number, PAN number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 07 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices of substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be de-listed for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The validity of the rates offered in the tender should be valid for a period of 120 days after bid submission date.
14. **Earnest Money Deposit** Bidders are required to submit **Rs.6,00,000/- (Six Lacs only)** as Earnest Money Deposit (EMD) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque of Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per form DPM-16 (Available in MoD website and can be provided on request) issued in favour of **OIC SI Fund, AFND**. EMD is to remain valid for a period of **45 days** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the **30th day** after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security form

the miscalled for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D). National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates form the tender in any respect within the validity of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

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

SI No	Type of Employment	No of personnel
(a)	Supervisor (Semi skilled)	01
(b)	Bus Escorts (Unskilled)	36

(Thirty Six trained Bus Escorts (Conductors) and 01 supervisor are to be hired for school transport at Air Force Station New Delhi. Details placed at Appendix-A.)

2. **Contract Period of services :** Contract period for services will be for three years from the date of contract which can be extended as per requirement based on satisfactory performance. Please note that Contract can be cancelled unilaterally by the buyer in case appropriate services are not received within the contracted period. Extension of contracted period will be at the sole discretion of the Buyer, with applicability of LD clause.

3. **Consignee Details.** Air Officer Commanding
Air Force Station New Delhi
Race Course
New Delhi – 110003

PART III – STANDARD CONDITIONS OF RFP

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

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective date of the Contract.** The 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 deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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

4. **Penalty for use of undue Influence.** The service provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contractor with the Government of India. Any breach of the aforesaid undertaking by the Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) or the commission of any offence by the service provider 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 service provider and recover from the service provider 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 service provider. Giving or offering of any gift bribe or inducement or any attempt at any such act on behalf of the Service provider 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 service provider to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/ Agency Commission.** The Service provider confirms and declares to the Buyer that the Service provider 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 for the contract to the Service provider; 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 Service provider 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 provider 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 Service provider will be liable to refund that amount to the Buyer. The Service will also be debarred from entering into

any supply Contract with Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Service provider who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate, The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

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

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

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **01 (one) month** after the scheduled date of delivery.
- (b) The Service provider is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than **01 (one) month** provided Force Majeure clause is included in contract (Para 10 of Part IV of RFP refers).
- (d) The buyer has noticed that the Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices.** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting. The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

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

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

14. Taxes and Duties.

(a) **General**

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

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

(iii) If a Bidder chooses to quote a price inclusive of any duty/ tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty /tax included in the price. Failure to do so may in ignoring of such offers summarily.

(iv) 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. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally

applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual of quantum 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 Service provider. All such adjustments shall include all relief's, exemptions, rebates, concession etc. If any obtained by the Service provider.

(b) **GST**

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

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

PART IV- SPECIAL CONDITIONS OF RFP

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

1. **Performance Guarantee.** The Bidder will be required to furnish at Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business like ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd. for a sum equal to 03 % of the contract value within **30 days** of receipt of the confirmed order. Performance Bank Guarantee should be valid up to **60 days** beyond the date of expiry of contract. The specimen of PBG is given in Form DPM -15 (Available in MoD website and can be provided on request).

2. **Option Clause.** The contract will have an option clause, wherein the buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The Contract will have a Repeat Order Clause, wherein the buyer can order, 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 & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 100% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Service provider. While awarding the contract, the quantity ordered can be increased or decreased by the buyer within this tolerance limit.

5. **Payment Terms for Indigenous Service providers.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payment could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in Mod website and can be given on request). The payment of charges is made monthly @ rate of minimum wages of Delhi Govt along with the service charges of approved bidder.

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

7. **Paying Authority.** Air Officer Commanding, Air Force Station, New Delhi is the paying authority. The payment of bills will be made on submission of the following documents by the Service provider to the Paying Authority along with the bill:

- (a) Ink-signed copy of Contingent bill/ Service provider's bill.
- (b) Proof of having paid statutory dues i.e EPF/ESI/Service Tax etc for the last month along with the bills of current month. EPF A/C No. of each staff also to be mentioned in the EPF challan.
- (c) Copy of Supply Order/Contract with U.O number and date of IFA's concurrence, where required under delegation of powers.
- (d) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (e) Bank guarantee for advance, if any
- (f) Performance Bank guarantee / Indemnity bond where applicable.
- (g) DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

(h) 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).

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

(j) Attendance/Acquittance Roll of Bus Escorts/Supervisor with bill.

(k) User Acceptance.

(l) Xerox copy of PBG. (If applicable)

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

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

(b) If at any time, during the said period the Service provider reduces the service charges to any person/ organisation including the Buyer or any Dept, of central Govt. or any department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director General of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c) The seller shall furnish the following certificates to the Paying Authority along with each bill for payment for the services made against the rate contract – "We certify that there has been no reduction in sale price of the services of description identical to the one supplied to the Govt under the contract herein and such services have not been offered by me/ us to any person/ organization including the purchaser or any department of central or State Govt. or any department of a state Govt. or any statutory Undertaking of the central or state Govt. as the case may be upto the date of bill/ the date of currency of the rate contract at the price lower than the price charged to the government under the contract.

9. **Risk & Expense Clause.**

(a) Should the services in contract not be delivered within the time or times specified in the contract documents thereof, the Buyer shall after granting the Service

provider 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

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

(c) In case of a material breach that was not remedied within 45 days, the buyer shall, having given the right of first refusal to the service provider/ seller and buyer be at liberty to purchase services from any other source as he thinks fit or similar description to make good :-

(i) Such Default.

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

(d) Any excess of the purchase price of service from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the service provider/ seller such recoveries shall not exceed 50% of the value of the contract.

10. Force Majeure Clause.

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

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions is to notify in written form the other party of the beginning and Cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the

contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services provided.

11. Inspection Authority. The Inspection will be carried out by Air Officer Commanding, Air Force Station New Delhi or by his representative. The mode of Inspection will be Departmental Inspection / Joint Inspection / Self- certification.

12. Training. The bidder shall provide trained conductors and supervisors for school Going Transport of AF Station New Delhi as part of the contract and will also impart subsequent training to conductors periodically during contract period.

PART V – EVALUATION CRITERIA

1. Evaluation Criteria. The guidelines for evaluation of Technical and Commercial Bids will be as follows:

- (a) Only Technical Bids will be opened first.
- (b) Only those Commercial Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP in Technical bid.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Appendix-'C'. The consideration of taxes and duties in evaluation process will be vary from case to case. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificate are issued) quoted by the Bidders will be considered.
- (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- (e) The lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Service, if it is convinced that Lowest Bidder is not in a position to supply full Service in stipulated time.
- (f) Any other criteria as applicable to suit a particular case.

DETAILS OF HIRING OF BUS ESCORTS AND SUPERVISOR

1. Total No of bus Escorts required : 36 (unskilled)
2. Total No of Supervisor : 01 (Semi skilled)
3. Expenditure incurred on the hiring of conductors include :
 - (a) Existing minimum wage rates (to be made to Bus Escorts/Supervisor)
 - (b) ESI premium @ existing Govt rate (to be made to Bus Escorts/Supervisor)
 - (c) EPF premium @ existing Govt rate (to be made to Bus Escorts/Supervisor)
 - (d) Service charges (be quoted by the bidder)
 - (e) GST/Service Tax @ existing Govt rate
4. For any further query bidders can contact Stn Edn Sec for clarification on or before 1600 h on 10 Jan 24.

TECHNICAL BID FORMAT

DOCUMENTS TO BE SUBMITTED BY BIDDERS FOR THE HIRING OF BUS ESCORTS
AND SUPERVISOR FOR SCHOOL GOING TRANSPORT

1. Labour service providing license/registration
2. Service Tax payment copy
3. Copy of ESI Registration
4. Copy of EPF Registration
5. Copy of IT Return (Last two years)
6. Copy of registration with MSME, CPO, NSIC etc if applicable
7. Solvency Certificate (One Year)
8. PAN Card
9. EMD of 6 Lacs
10. GST Registration No.

COMMERCIAL BID FORMAT FOR
THE HIRING OF BUS ESCORTS AND SUPERVISOR FOR SCHOOL GOING TRANSPORT

Sl No	Category of Person	No Of Per.	Basic Rate	EPF@ 13%	ESI@ 3.25%	Service Charge	Sub Total	GST @ 18%	Total	Monthly charges For all Employees	Yearly charges (12 Months)	Charges (3 Years)
1.	Semi Skilled (Supervisor)	01										
2.	Unskilled (Conductor)	36										
Total per month and per annum Amount Rs.												

Note: In case more type of taxes are applicable, extra columns may be added.

TERMS & CONDITIONS FOR HIRING OF BUS ESCORTS AND SUPERVISOR

1. Firm will provide 36 Bus Escorts for school routine runs plying between various residential areas to different schools in the Delhi/NCR in the morning and afternoon. Firm will provide the substitute of Bus Escorts who will absence due to leave or other reasons.
2. One Supervisor will be appointed over the Bus Escorts to distribute the duties on School Buses. He will responsible for the deployment and attendance of the staff. He will be responsible for the proper discharge of duties by the Bus Escorts.
3. 32 Bus Escorts will report to Supervisor on 0545 hrs in the morning to collect their tokens to perform duties on routine runs with full responsibility while 04 other Bus Escorts will report to Supervisor at 0930 hrs for after noon shift. One Bus Escort will be deployed on every school run.
4. Bus Escorts will clean and maintain the buses and specified areas of AFND after dropping the children in the school in morning time. Bus Escorts would perform duty to their designated places only. They will not loiter other than the places of their form of duty.
5. All seats in routine runs from first to last should be checked after pick up and dropping of all the children from their respective pick up and drop points. Bus Escorts will ensure that children boarding in the bus should have valid bus passes. No unauthorised person is to be permitted to board the school bus.
6. The Bus Escorts (unskilled worker) and Supervisor (Semi skilled worker) will be paid at minimum daily wages rates to the tune of Rs 673/- and Rs 742/- respectively as per the order issued by Govt of NCT, Delhi and enhanced minimum daily wages time to time. Firm will submit bill on the basis of actual attendance and No of tokens drawn in the particular month as and when schools opened including ESI, EPF, Service charges and GST.
7. Bus Escorts engaged for duties are of high integrity, polite and well behaved. Firm shall take all precautions to ensure that the Bus Escorts provided do not engage in any unlawful/disorderly conduct.
8. Firm will be responsible for the acts of misconduct by any Bus Escort and liable to pay compensation for the damage wilfully or negligently caused by Bus Escorts/Supervisor or his representative to the property.
9. Firm shall submit all necessary documents to Security Section of AFND for the purpose of security verification of each Bus Escort.
10. Bus Escorts/Supervisor shall not be suffering from any chronic and contagious diseases.
11. Preference will be given to Ex Servicemen as per policy in vogue.