

Army Public School
Tibri, Gurdaspur
Pin : 143530

024/APST/LP

23 May 2023


To,

**TENDER FOR PURCHASE OF RISO SF 5330 E II A DUPLICATOR MACHINE
FOR ARMY PUBLIC SCHOOL TIBRI CANTT**

Sir,

1. Army Public School, Tibri Cantt hereinafter referred to as Customer, is interested in **purchase of RISO SF 5330 E II A Duplicator Machine** of reputed brand for Army Public School, Tibri Cantt as per **Appendix A**. Please give your technical and commercial offers as per **Appendix B** respectively. The following points may please be adhered to while filling up the forms: -

- (a) Only the enclosed formats (Appendix B) will be used. All sheets will be submitted duly affixed with the Company's stamp and signature of the authorized signatory of the company. Additional sheets, duly authenticated, may be attached to clarify specific issues.
- (b) The costs indicated for each item should be the landed cost of the item, inclusive of all taxes, levies, freight etc., i.e. Sales Tax, Custom Duty (if applicable), excise duty, carriage etc. Vendor will be responsible to produce excise duty certificate in respect of all such items, whether manufactured by the vendor or otherwise. Bids mentioning taxes extra or octroi extra will be rejected.
- (c) Commercial offers will be submitted in two separate envelopes marked "Commercial offer for **purchase of RISO SF 5330 E II A Duplicator Machine** of reputed brand for Army public School, Tibri Cantt" and "EMD for **purchase of RISO SF 5330 E II A Duplicator Machine** of reputed brand for Army Public School, Tibri Cantt" respectively.
- (d) The commercial bid will be valid for a minimum of 180 days from the date of Closing of Tender.
- (e) Only OEMs or vendors authorized to quote on their behalf specifically for this tender will respond quoting OEM products only. The vendors quoting on behalf of the OEMs must give certificate of authorization by their OEMs. Vendors may quote **DGS&D** rates as per the latest rate contracts in their bids.
- (f) Incomplete/incorrect tenders are liable to be rejected.
- (g) **Method of Evaluating L-1 Vendor.** The L-1 Vendor will be evaluated on overall cost for the complete project for **purchase of RISO SF 5330 E II A Duplicator Machine** of reputed brand for Army public School, Tibri Cantt


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Tibri Mil. Bn. Gurdaspur

2. **Delivery and Implementation Schedule.**

(a) Installation will be completed within one month after placing of work order at Army Public School, Tibri Cantt.

(b) Items to be supplied/installed by the firms should be of good quality which will be inspected by the board of officers/teachers before releasing payment.

3. **Scope of Project.** Scope of project will be as per Appendix 'A'. Any item that does not conform to scope of works will be removed by the vendor at his own cost and the customer reserves the right to cancel the contract.

Payment Terms.

4. **Payment Terms & Conditions.**

(a) 50% of the total cost of the project will be paid alongwith supply order.

(b) 2% TDS of the total cost of the project will be deducted and will deposit with bank as per TDS section 194 (c) of income tax Act 1961. Form No 16 will be handed over to the firm.

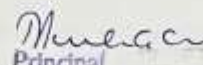
(c) Balance amount will be released on completion of project subject to satisfaction of board of officers/teachers.

5. **Bank Guarantee.** The vendor will be required to give 5% of the total cost of the Project as Bank Guarantee at the time of taking the Supply Order. The vendor shall furnish the Bank Guarantee within seven days of the receipt of supply order. This will remain operative until the end of the warranty period. In case the vendor fails to honour the commitments specified during Warranty period, Bank Guarantee will become liable to be encashed.

6. **Liquidated Damages.** If the vendor fails to complete in full, all deliveries in accordance with the supply order, the vendor shall pay to the Customer, liquidated damages, at the rate of Two percent (2%) for each complete week or part thereof, of delay upto a maximum of ten percent (10%) of the value of supply order. Thereafter the **BUYER** will have right to terminate the supply order in the case of such delay beyond 10 weeks, and the buyer would have the option to complete the project from the market at the vendors risk and cost. The mode and method of such risk purchase would be at the total discretion of the Customer – **Chairman, Army Public School, Tibri Cantt.**

7. **Method of Payment of Liquidated Damages.** The amount charged as liquidated damages shall be deducted by the Customer from the amount due for payment to the Vendor. If the amount of such LD exceeds the payments due to the Vendor, the Vendor shall within 30 (thirty) days make payment to the Customer in FULL & FINAL settlement of claims.

8. **Risk Purchase.** If the vendor fails to execute the project as per the terms & condition of the Supply Order, the customer would then have the option to complete the project from the market at the vendor's risk and cost. The terms and conditions of such risk purchase will be under the sole discretion of the customer. On termination of the warranty the vendor shall enter into AMC with **Army Public School, Tibri Cantt, if required to do so**, as per the existing terms and conditions.


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Warranty and Maintenance Backup Terms.

9. **Free Warranty.** The vendor will undertake to provide **at least one year comprehensive on site warranty (vendors can quote for longer period)** for the complete items, commencing on the date of acceptance as provided for by the respective OEM, arrangements for which with the OEM will be shown to us and copy given to us for record at the time of acceptance. During warranty, the vendor will repair/replace without any cost any equipment/part/accessory, which becomes defective except items of a consumable nature. During the warranty period all warranty benefits received by the vendor from the OEMs, for any equipment pertaining to third parties will be passed on **in toto** to the **Customer**. All repairs under this clause during warranty will be carried out as provided for by the respective OEMs only with maintenance parts provided by the respective OEMs.

10. **Fall Clause.** During the currency of the contract, if there is a reduction in prices due to any fluctuations in the market or due to any other factors, the benefit accruing from any such factors will be passed on to the customer by the vendor.

11. **Spares and Consumables.** Vendors will guarantee to provide spares and consumables on payment for a period of five years from the date of completion of warranty. Non-compliance will be treated as breach of contract and will attract legal action.

12. **Arbitration.** Any dispute, disagreement, of question arising out of relating to this contract except as to any matters, decision where of is specifically provided for this contract to be final which cannot be settled amicably shall within 20 days (or such longer period as may be mutually agreed upon) from the date of which either party informs the other in writing shall finally be settled by arbitration by the sole Arbitrator appointed by the **Chairman, Army Public School, Tibri Cantt** in accordance with the Indian Arbitration Act 1940, so that desired services are restored/provided to the end users. Pending final decision of such arbitration, the parties shall proceed diligently with the performance of the contract. The parties shall continue to perform their obligations under this contract during the arbitration proceeding except for such matters, which are the subject matter of arbitration proceedings. The arbitration shall be held at the place and time decided by arbitrator.

13. **Force Majeure Clause.** In the event of being prevented from delivering the supplies and services within the specified delivery period due to acts of God, acts of war, blockades, embargoes, epidemics, revolutions, strikes, lockouts, floods, fires, major accidents resulting in damage of supplies or other similar events of the same nature or reasons beyond control, such delays shall constitute excusable delays provided:-

(a) Notices are given to the **Chairman, Army Public School, Tibri Cantt** within 30 (thirty) days of the occurrence and cessation of such event.


(b) It can be established with documentary evidence to the satisfaction of the **Chairman, Army Public School, Tibri Cantt** that the above events: -

(i) Have delayed performance of the work.

(ii) Were beyond reasonable control, then the time for the delivery shall be extended by a period not more than the duration of such events.


Submission of Offers

14. You are requested to submit your offers in three separate parts, i.e., Commercial and EMD. Commercial offers will be submitted in separate envelopes marked "Commercial offer for purchase of RISO SF 5330 E II A Duplicator Machine of reputed brand for Army Public School Tibri" respectively.


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15. An offer received incomplete or ambiguous is liable to be rejected at the discretion of the customer without recourse to further clarifications. The customer also reserves the right to seek clarifications with one or more vendors if considered necessary and also not accept any offer at all in case they are not reasonably priced.
16. Any conditions/terms given in the technical or commercial bids by vendors will not be binding on the customer. All the terms and conditions for the supply, delivery, testing and acceptance, payment, warranty, penalty will be as given herein and no change in any term or condition by the vendors will be acceptable. Alterations, if any, in the tender documents should be attested properly by the vendor, failing which the tender will be rejected. Vendors will not make any assumptions while submitting their bids. If required, clarifications will be sought prior to submission of bids.
17. Representatives of vendors may be present at the time of opening of commercial bids and representative of L-1 vendor only should be present at PNC stage.
18. Date and time of **Price Negotiation** will be intimated later on completion of technical evaluation.
19. The terms and conditions for the procurement are attached as **Appendix 'A'**. These will be signed by the authorized company representative and stamped with the company stamp.
20. You are requested to send your best offer to the office of the undersigned by **29 May 23**. Any offer received after this will be rejected.
21. **Earnest Money Deposit**. Earnest Money amounting **Rs 20,000/-** (Rupees Twenty Thousand only) will be deposited in a separate envelope in the form of a demand draft from a Nationalised bank in the name of '**Chairman, Army Public School, Tibri Cantt**' payable at Gurdaspur.
22. Please ensure that this is your best and final offer.

Yours faithfully,


(Menka Gautam Gaur)
Principal

SCOPE OF PROJECT

1. The Project involves purchase of RISO SF 5330 E II A Duplicator Machine for Army Public School, Tibri Cantt.
2. The Project involves the following:-

Ser No	Name of Works	A/U	Qty
(a)	Purchase of RISO SF 5330 E II A Duplicator Machine	No	01

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COMMERCIAL BID

PURCHASE OF RISO SF 5330 E II A DUPLICATOR MACHINE
OF ARMY PUBLIC SCHOOL TIBRI CANTT

Ser No	Name of Works	A/U	Qty	Cost per item	Total
1.	Purchase of RISO SF 5330 E II A Duplicator Machine	No	01		

Note.

1. The total cost indicated above shall be the final landed price inclusive of all taxes, excise duties, levies etc. The prices shall also cater for **one year** on site comprehensive warranty.

AMC Rates : _____% per annum

(Authorised Signatory of Company)

Company Seal

Place : Tibri

Date : May 2023

OFFICE OF USA

RISO SF 5330

Work

ETAD/...