NOTICE INVITING TENDER

Army Public School Military Station Abohar

001/APS/SHOOTING RANGE

Nov 2024

NOTICE INVITING TENDER (NIT) AGAINST OPEN TENDER ENQUIRY (OTE) IN TWO BID SYSTEM

INVITATION OF BIDS FOR ESTABLISHMENT OF SHOOTING RANGE AT ARMY PUBLIC SCHOOL, ABOHAR OUT OF CTS FUND FOR THE FINANCIAL YEAR 2024-2025

NOTICE INVITING TENDER (NIT) NO 001/APS/CTS

- 1. Bids are invited on School website (TWO BID SYSTEM). Bids are invited for **Establishment of Shooting Range** at Army Public School, Abohar (Punjab) is listed in Part II of this NIT. Please subscribe the above mentioned title, NIT number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. Presiding Officer will be hereinafter referred to as the buyer or purchaser.
- 2. Critical dates for the tender are as below:-

S No	<u>Event</u>	<u>Date</u>	<u>Time</u>
(a)	Date of Publication of Tender	24 Nov 2024	1300hrs
(b)	Start date of clarification	24 Nov 2024	1330hrs
(c)	End date of clarification	28 Nov 2024	1330hrs
(d)	Pre Bid meeting start date	28 Nov 2024	1400hrs
(e)	Pre Bid meeting end date	02 Dec 2024	1400hrs
(f)	Start date for submission of tender/bids	04 Dec 2024	1430hrs
(g)	End date for submission of bids	14 Dec 2024	1400hrs
(h)	Bid opening date	16 Dec 2024	1430hrs
(j)	Technical Evaluation	18 Dec 2024	1400hrs
(k)	Financial Bid opening	19 Dec 2024	1430hrs
(l)	Award of Contract (AOC)		

3. Failure to submit technical bid documents will render the bid invalid at the technical evaluation stage itself. The project will be treated as a <u>Turnkey Project</u> and bidders will be required to bid for all items/services. Piecemeal bids will be considered as invalid.

4. The address and contact numbers for sending Bids or seeking clarifications regarding this NIT are given below:-

(a) Bids/queries to be addressed to : Dr Krishna Singh

Principal

Army Public School

Abohar

(b) Postal address for sending the

bids

Dr Krishna Singh

Principal

Army Public School

Abohar

(c) Name/designation of the contact:

personnel

Dr Krishna Singh

Principal

Army Public School

Abohar

(d) Telephone numbers of the : 8697722226

contact personnel

(e) e-mail IDs of contact personnel : apsabohar@awesindia.in

(f) Fax number Nil

- 5. This NIT is divided into five parts as follows:-
 - (a) <u>Part-I</u>- Contains General Information and Instructions for the Bidders about the NIT such as critical date and 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 Requirement (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (c) <u>Part-III</u>- Contains standard conditions of NIT which will form part of the contract with the successful bidder.
 - (d) **Part-IV** Contains special conditions applicable to this NIT and which will also form part of the contract with the successful bidder.
 - (e) Part-V- Contains evaluation criteria and format for price bids.
- 6. This NIT 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 NIT, should it becomes necessary at any stage.

(Dr Krishna Singh) Principal

Enclosures: As above

PART I: GENERAL INFORMATION

- 1. <u>Last Date and Time for Depositing the Bids</u>: 14 Dec 2024 at 1400hrs. The sealed Bids (both technical and Financial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
- 2. <u>Manner of Depositing the Bids</u>. Tender can be submitted offline. Sealed Manual Bids to be dropped in the tender box, marked as <u>TENDER BOX</u> kept at Army Public School, Military Station, Abohar. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
- 3. <u>Time and Date for Opening of Bids</u>. 16 Dec 2024 at 1430hrs (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. <u>Location of the Tender Box</u>. Reception of Army Public School, Abohar. 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. Army Public School, Abohar. 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 representative of all the Bidders. This event will not be postponed due to non- presence of your representative.
- 6. **Two Bid System**. In case of the Two-Bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of Technical Bids. Financial Bids of only those firms will be opened, whose Technical Bids are found compliant/ suitable after Technical evaluation is done by the Buyer.
- 7. **Forwarding of Bids**. Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal, contact Number & e-mail address of their office.
- 8. <u>Clarification Regarding Contents of the NIT</u>. A prospective bidder who requires clarification regarding the contents of the bidding documents can clarify the same in the pre-bid meeting as per schedule.
- 9. Modification and Withdrawal of Bids. A bidder may modify or withdraw his bid after submission, provided that, the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail 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. <u>Clarification Regarding Contents of the Bids</u>. During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
- 11. <u>Rejection of Bids.</u> 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. <u>Unwillingness to Quote.</u> Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this NIT.
- 13. <u>Validity of Bids.</u> The Bids should remain valid after 30 days from the last date of submission of the Bids.
- 14. **Earnest Money Deposit**. Bidders are required to submit Earnest Money Deposit for an amount of **5% of the total quoted amount** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business. EMD is to remain valid for a period of thirty days beyond the final bid validity period. EMD of the unsuccessful bidders will be return 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 after the completion of the work. The EMD will be forfeited if the bidder withdraws or amend, impairs or derogates from the tender in any respect within the validity period of the tender.
- 15. <u>Delivery & Installation Period.</u> Delivery & installation period for supply of items would be 40 days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery & installation period. Extension of the contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

16. Consignee Details:

Dr Krishna Singh Principal Army Public School Abohar

PART II: ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements**. The schedule of requirements along with technical details are as under:-

	are as under:-	Otre	Domonto
<u>S. No</u>	Nomenclature of	Qty	<u>Remarks</u>
	Items/Nature of work		
(a)	0.177cal Air Pistol, Pardini K12 Absorber New,	01 pc	
	Grip Size- Medium, Right Hand,1 Extra Cylinder		
	with All Accessories		
	Removable alloy-made barrel sleeve which can be		
	applied up to 8 counterweights		
	Colour: Black		
	Combined with Air cylinders		
	Length: 415mm		
	Weight: 1.035g		
	Barrel Length: 240mm		
	Sight Radius: 340-385mm		
	Grip : Adjustable		
(b)	SP02 Rifle Stand	01 pc	
	Full Foldable	•	
	Easy for packing and folding		
	Easily setup		
	Stronger Stopper Clip		
(c)	10m Air Pistol Targets	10000 pc	
(0)	Colour : Yellow	10000 po	
	Bull Colour : Dark Black		
(d)	10m Rifle Targets	10000 pc	
(u)	Colour : Yellow	10000 pc	
	Bull Colour : Dark Black		
(0)	Precihole Px-100 Match Pro Air Rifle	01 pc	
(e)	Match Pro Caliber .177" (4.5mm) Max.	U i pc	
	· ·		
	Velocity 175 mps/		
	Front side aperture with replaceable		
	Barrel Length: 580 mm		
	Total Length: 1060 mm		
	Total Weight: 4Kg		
	Barrel Material : Steel		
	Twist 1 in 450 mm		
(6)	Per fill 150 consistent Shots		
(f)	Air Filling device	01 pc	
(g)	200bar Refurbished Air Cylinder 09 Ltr (15kg	04 pc	
	Approx.)		
	Weight: 15 Kg		
	Capacity: 9 Ltr		
	Working Pressure : 200 BAR		
(h)	Trigger Weight (Stainless Steel) 1kg	01 pc	
	Weight: 1 Kg		
	Material : Stainless Steel		
(j)	0.177 Cal 4.5mm Diabolo Basic Pallets (Green	10 pc	
	Diabolo)		
	Calibre: 0.177 Cal Air pellet		
	RWS Basic Line Pallets		
	Classic diabolo Shape		
	500 Count in tin		
	Green Diabolo		
L		1	I

S. No	Nomenclature of	<u>Qty</u>	<u>Remarks</u>
(14)	Items/Nature of work	10 no	
	Dumbbell Weight 01 kg Plastic Rubber Material	10 pc	
	Weight : 1 Kg Material : Plastic		
		10 no	
	Dumbbell Weight 01 kg Stainless Steel	10 pc	
	Weight: 1 Kg		
	Material: Stainless Steel	02 set	
	SP02 New Pattern Electronic Pully Machine with Standard Light Holder	UZ SEI	
	Basic version of pully machines		
	2 year Warranty		
	Free service with warranty		
	Uses : Shooting and sports		
	10 Meter Air Rifle shooting Range		
	Driving Rope Range : 25 Mtr		
	Power Consumption : 25W		
	Target Travel in 4 Sec		
(n)	Electric Pully Machine Installation Charges	03 set	
	Complete set installation with all correct measurement		
	All measurement according to ISSF Rule.		
	Cylinder Stand	03 pc	
` '	Material Iron Stand	03 pc	
	Morini 200ei Dummy Pistol with Grip Adjustable,	02 pc	
	Trigger Operating System	02 pc	
	With Grip adjustable		
	Trigger operating system		
	Material: Wood		
	Size: 9 Inch		
	Finish: Polished		
	Usage : Shooting Equipment		
	Brand : Morini 200El		
	Precihole Nx100 Air Rifle 0.177cal (Indian Made)	03 pc	
	Brand : Precihole	00 pc	
	Colour : black		
	Dimension : Rifle		
	Action Mechanism : Breach Barrel		
	Barrel Length : 450mm		
	Caliber: .177		
	Front Sight : post		
	Material : Polymer		
	Max Velocity 600 FPS		
	Model Name : NX 100		
	Total Weigt : 3.1 Kg		
	Safety : Manual		
	Suggested for : Target Shooting		
	Trigger : Two Stage		
	Rear Sight : Adjustable for windage and elevation		
	Wooden Work for Electric Pully Machine Front	03 pc	
` '	and Table Portion for Single Lane	•	
	All setup with AMC.		
	Polish Work		

S. No	Nomenclature of	Qty	<u>Remarks</u>
	Items/Nature of work		
(s)	Intarso Ts-10 True Scoring Machine with Laptop	01 set	
	for Air Rifle and Pistol		
	All wiring Setup		
	Handing Plate		
	2 Roll		
	For Rifle and Pistol Templates		
	For Sports and international shooting competition		
	Measurement is done by two high-speed cameras		
	placed in the top corners of the target frame and u		
	shaped diffused LED strip that creates an even light		
	field across the whole measurement plane.		
	Designed for 10 and 15 Meter Shooting Range		
	Brand and Model : INTARSO TS-10		
	Warranty : 2 year		
	Easy to Maintain		
	Shooting Distance: 10m		
	Mounting Option : Wall mount and stand mount		
	Supported weapons : Air Pistol and Air Rifle		
(t)	0.177 Air Rifle Walther Hammerli Manual Trigger,	01 pc	
	Medium Grip, Right-Handed		
	A sophisticated match air rifle.		
	The AR20 is a sophisticated sporting arm with a 300		
	bar compressed air system, an aluminium stock with		
	a wide range of settings and finely adjustable match		
	trigger.		
	Basic competition sight		
	300 bar compressed air system		
	Aluminium stock with a wide range of settings.		
	Walther aluminium cylinder with pressure gauge		
	Adjustable butt plate		
	T-rail of three position competitions		
	Brand: Walther Hammerli		
	Basic Weight less than 4 Kg		
()	Includes sight and accessories	20.55	
(u)	Conquer Air Pallets for Break Barrel 0.177cal Suitable for Air Rifle.	20 pc	
()()	Flooring Gripping Mate for Shooting Area	01 no	
(v)	Green Shade	01 pc	
	Top Grip		
	· · ·		
	Without bubbling Perfect mate cutting		
(w)	GST/Taxes included		
(x)	Annual Maintenance Charges		
(^)	Warranty of Required product : 2 Year		
	Annual Maintenance charges duration (Post		
	Warranty) 3 Year		
	Annually Maintenance Charges : Annually		
(y)	Transportation Charges (if any)		
(z)	Total all inclusive cost of the project		
	including taxes and two year standard		
	Warranty and free maintenance to be		
	reflected in Bid.		

2. Details of Two Bid System to be followed is as under:-

(a) Cover One (Technical Bids).

(i) Compliance of Technical Specification.

<u>S.</u> No	Para of NIT	Specification of item offered	Compliance to NIT	In case of non-
_	pecific-		specification	compliance.
	ations		<u>– Whether</u> Yes/No	deviation
	<u>item-wise</u>		<u>res/No</u>	from FRP to
				be specified
				<u>in</u> <u>unambiquous</u>
				items.
(aa)		0.177cal Air Pistol, Pardini		
		K12 Absorber New, Grip Size-		
		Medium, Right Hand,1 Extra		
		Cylinder with All Accessories		
(ab)		SP02 Rifle Stand		
(ac)		10m Air Pistol Targets		
(ad)		10m Rifle Targets		
(ae)		Precihole Px-100 Match Pro		
		Air Rifle		
(af)		Air Filling device		
(ag)		200bar Refurbished Air		
(1)		Cylinder 09 Ltr (15kg Approx.)		
(ah)		Trigger Weight (Stainless		
(-:)		Steel) 1kg		
(aj)		0.177 Cal 4.5mm Diabolo		
(-1-)		Basic Pallets (Green Diabolo)		
(ak)		Dumbbell Weight 01 kg		
(al)		Plastic Rubber Material		
(al)		Dumbbell Weight 01 kg Stainless Steel		
(am)		SP02 New Pattern Electronic		
(aiii)		Pully Machine with Standard		
		Light Holder		
(an)		Electric Pully Machine		
(an)		Installation Charges		
(ao)		Cylinder Stand		
(ap)		Morini 200ei Dummy Pistol		
(5)		with Grip Adjustable, Trigger		
		Operating System		
(aq)		Precihole Nx100 Air Rifle		
		0.177cal (Indian Made)		
(ar)		Wooden Work for Electric		
		Pully Machine Front and		
		Table Portion for Single Lane		
(as)		Intarso Ts-10 True Scoring		
		Machine with Laptop for Air		
		Rifle and Pistol		
(at)		0.177 Air Rifle Walther		
		Hammerli Manual Trigger,		
		Medium Grip, Right-Handed		
(au)		Conquer Air Pallets for Break		
		Barrel 0.177cal		

S. No	Para o NIT pecific- ations item-wise	Specification of item offered	Compliance to NIT specification - Whether Yes/No	In case of non-compliance. deviation from FRP to be specified in unambiguous items.
(av)		Flooring Gripping Mate for Shooting Area		
(aw)		GST/Taxes included		
(ax)		Annual Maintenance Charges		
(ay)		Transportation Charges (if any)		
(az)		Total all inclusive cost of the project including taxes Warranty and free maintenance to be eflected in Bid.		

(ii) Vendor Qualification / Authentication Criteria.

<u>S.</u>	Documents Required	<u>Compliance</u>	<u>Remarks</u>
No		(Yes/ No)	
(aa)	PAN Card		Self-attested copy
(ab)	Aadhar Card		of all the
(ac)	ITR for last two years		documents must
(ad)	GST Registration		be attached.

(b) <u>Cover Two (Financial Bid)</u>. The price bid format is given below:-

<u>S</u> <u>No</u>	Nomenclature of Items/Nature of work	<u>Unit</u> <u>Price</u>	<u>Qty</u>	<u>Total</u>
(aa)	0.177cal Air Pistol, Pardini K12 Absorber New, Grip Size- Medium,		01 pc	
	Right Hand,1 Extra Cylinder with All Accessories			
(ab)	SP02 Rifle Stand		01 pc	
(ac)	10m Air Pistol Targets		10000 pc	
(ad)	10m Rifle Targets		10000 pc	
(ae)	Precihole Px-100 Match Pro Air Rifle		01 pc	
(af)	Air Filling device		01 pc	
(ag)	200bar Refurbished Air Cylinder 09 Ltr (15kg Approx.)		04 pc	
(ah)	Trigger Weight (Stainless Steel) 1kg		01 pc	
(aj)	0.177 Cal 4.5mm Diabolo Basic Pallets (Green Diabolo)		10 pc	
(ak)	Dumbbell Weight 01 kg Plastic Rubber Material		10 pc	
(al)	Dumbbell Weight 01 kg Stainless Steel		10 pc	
(am)	SP02 New Pattern Electronic Pully Machine with Standard Light Holder		02 set	

<u>S</u>	Nomenclature of	<u>Unit</u>	Qty	<u>Total</u>
No No	Items/Nature of work	<u>Price</u>	00.	
	Electric Pully Machine Installation		03 set	
	Charges			
(ao)	Cylinder Stand		03 pc	
(ap)	Morini 200ei Dummy Pistol with Grip		02 pc	
	Adjustable, Trigger Operating System			
(aq)	Precihole Nx100 Air Rifle 0.177cal		03 pc	
	(Indian Made)			
(ar)	Wooden Work for Electric Pully		03 pc	
	Machine Front and Table Portion for		-	
	Single Lane			
(as)	Intarso Ts-10 True Scoring Machine		01 set	
	with Laptop for Air Rifle and Pistol			
(at)	0.177 Air Rifle Walther Hammerli		01 pc	
	Manual Trigger, Medium Grip, Right-			
	Handed			
(au)	Conquer Air Pallets for Break Barrel		20 pc	
	0.177cal			
(av)	Flooring Gripping Mate for Shooting		01 pc	
	Area			
(aw)	GST/Taxes included			
(ax)	Annual Maintenance Charges			
(ay)	Transportation Charges (if any)			
(az)	Total all inclusive cost of the			
	Warranty and free			
	maintenance to bereflected			
	in Bid.			

3. <u>Delivery & Installation Period.</u> Delivery & Installation period for supply of items would be 40 Days from the effective date of contract. Please note that the contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery & installation period. Extension of the contracted delivery & installation period will be at the sole discretion of the Buyer, with applicability of LD clause.

4. Consignee Details:

Dr Krishna Singh Principal Army Public School Abohar

PART III: STANDARD CONDITIONS OF NIT

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF THE STANDARD CONDITIONS OF THE NOTICE INVITING TENDER MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID SUBMITTED BY THE BIDDER.

- 1. <u>Law.</u> 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. <u>Effective Date of the Contract</u>. The contract shall come into effect on the date of signature of both the parties on the contract (effective date) and shall remain valid until the completion of the obligation 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. **Non-disclosure of Contract Documents**. Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 5. <u>Liquidated Damages</u>: In the event of the Seller's failure to submit the bonds, Guarantees and documents, supply the stores/goods and conduct trials, installation of equipment, training etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.
- 6. <u>Termination of Contract.</u> 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 material is delayed for causes not attributable to Force Majeure for more than **Three Months** after the scheduled date of delivery.
 - (b) The Seller is declared bankrupt or becomes insolvent.
 - (c) The delivery of material is delayed due to causes of Force Majeure by more than **Three Months** provided Force Majeure clause is included in contract.
 - (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

- (e) As per decision of the Arbitration Tribunal.
- 7. <u>Taxes and Duties.</u> The bidder shall clearly express in the bid, all the taxes, duties and levies as applicable to the quote.

PART IV: SPECIAL CONDITIONS OF NIT

THE BIDDER IS REQUIRED TO GIVE CONFIRMATION OF THEIR ACCEPTANCE OF SPECIAL CONDITIONS OF THE NIT MENTIONED BELOW WHICH WILL AUTOMATICALLY BE CONSIDERED AS PART OF THE CONTRACT CONCLUDED WITH THE SUCCESSFUL BIDDER (I.E SELLER IN THE CONTRACT) AS SELECTED BY THE BUYER. FAILURE TO DO SO MAY RESULT IN REJECTION OF BID SUBMITTED BY THE BIDDER.

- 1. <u>Payment Terms</u>. Payment will be made after the completion of contract with under mentioned conditions:-
 - (a) Final payment will be done after Acceptance Test Procedure (ATP) (Complete testing of the project).

2. Risk & Expense Clause.

- (a) Should the stores or any installment thereof not be delivered within the time specified in the Supply Order, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of terms and conditions, to declare the transaction as cancelled either wholly or to the extent of such default.
- (b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's premises, the BUYER shall be at liberty, without prejudice to any other remedies for breach of terms and conditions, to cancel the transaction wholly or to the extent of such default.
- (c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as the things fit other stores of the same or similar description to make good:-
 - (i) Such default.
 - (ii) In the event of the transaction being wholly determined the balance of the stores remaining to be delivered there under.
- (d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the Supply Order price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed 40% of the value of the Supply Order.
- 3. **Force Majeure**. Should any Force Majeure circumstances arise, each of the parties involved in this transaction shall be excused for the non-fulfillment or for the delayed fulfillment of any of its occurrence as long as he informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this transaction.

- 4. <u>Specification</u>. The Seller guarantees to meet the specifications as per Part-II of this contract and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer.
- 5. <u>Inspection Authority</u>: The Inspection will be carried out by the consignee. The mode of Inspection will be Departmental.
- 6. <u>Warranty</u>. The following warranty will form part of the contract placed on the successful bidder:-
 - Except as otherwise provided in the invitation tender, the seller hereby (a) declares that the goods, stores, articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/ guarantees mentioned in contract. The seller hereby goods/stores/articles would continue to conform to the description and quality aforesaid for a period of may have inspected and/ or approved the said goods/stores/articles, if during the aforesaid period of 12 months the said goods/ stores/ articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated and the decision of the Buyer in that behalf shall be final and binding on the seller and the Buyer shall be entitled to call upon the seller to rectified the goods/ stores/ articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof the seller and in such an event the above period shall applied to the goods /stores/ articles rectified from the date of rectification mentioned in warranty thereof, otherwise the seller shall pay to the Buver such compensation as may arise by reason of the breach of the warranty therein contained.
 - (b) Guarantee that they will supply spare parts, if and when required agreed basis for an agreed price. The agreed basis could be and including but without any limitation and agreed discount on the published catalogue or an agreed percentage of profit on the landed cost.
 - (c) Warranty to the effect that before going out production for the spare parts they will give adequate advance notice to the Buyer of the equipment so that the latter may under take the balance of the lifetime requirements.
 - (d) Warranty to the affect that they will make available the blue prints of the spares if and when required in connection with the main equipment.

- 7. Comprehensive Annual Maintenance Contract (CAMC) Clause: The following CAMC clause will form part of the contract placed on successful bidder-
 - (a) After the termination of warranty period of 24 months. The seller would provide CAMC for a period of **three** years, The CAMC services should cover the repair and maintenance of all the equipment and systems purchased under the present Contract. The Buyer furnished Equipment which is not covered under the purview of the AMC should be separately listed by the seller. The CAMC services would be provided in two distinct ways:
 - i. **Preventive Maintenance Services:** The seller will provide a minimum of four Preventive Maintenance Service visit during a year to the operating base to carry out financial checkups and minor adjustment/tuning as may be required.
 - ii. **Breakdown maintenance Service:** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.
 - (b) Response time: The response time of the seller should not exceed <u>48</u> hours from the time the breakdown intimation is provided by the Buyer.
 - (c) Serviceability of <u>95%</u> per year is to ensured. This amounts to total maximum downtime of <u>30</u> days per year. Also unserviceability should not exceed <u>30</u> days at one time. Required spares to attain this serviceability may be stored at the site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.
 - (d) Maximum repair turnaround time for equipment/system would be 30 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.
 - (e) During the CAMC period, the seller shall carry out all the necessary servicing/repairs to the equipment/system under CAMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub system are to be shifted out of the location, On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.
 - (f) The Buyer reserve its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **one** months. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract. If any payment is a due to the Seller for maintenance services already performed in term of the contract, the same would be paid to it as per the contract terms.

PART V-EVALUATION CRITERIA AND PRICE BID ISSUES

- 1. <u>Evaluation Criteria</u>. The broad guidelines per 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 NIT, both technically and commercially.
 - (b) In respect of Two-Bid system, the Technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the NIT. The compliance of technical bids would be determined on the basis of the parameters specified in the NIT. The price bids of only those bidders will be opened whose technical bids would clear the technical evaluation.
 - (c) As it is a Turnkey Project, the lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Price Format given at para3 below.
 - (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 be prevail for calculation of price.
 - (e) The lowest acceptable bid will be considered for placement of contract/ supply order after complete clarification and price negotiation as decided by the Buyer.
- 2. <u>Turnkey Project</u>. The project will be treated as a Turnkey Project and no piecemeal orders for individual items will be placed. The vendor is expected to provide all accessories required for the project to make the project functional and useable without any additional cost to the user.

3. **Price Bid Format**. The Price Bid format is given below and bidders are required to fill this up correctly with full details:-

<u>S No</u>	Nomenclature of Items/Nature of work	<u>Unit</u> Price	<u>Qty</u>	<u>Total</u>
(a)	0.177cal Air Pistol, Pardini K12 Absorber New, Grip Size- Medium, Right Hand,1 Extra Cylinder with All Accessories		01 pc	
(b)	SP02 Rifle Stand		01 pc	
(c)	10m Air Pistol Targets		10000 pc	
(d)	10m Rifle Targets		10000 pc	
(e)	Precihole Px-100 Match Pro Air Rifle		01 pc	
(f)	Air Filling device		01 pc	
(g)	200bar Refurbished Air Cylinder 09 Ltr (15kg Approx.)		04 pc	
(h)	Trigger Weight (Stainless Steel) 1kg		01 pc	
(j)	0.177 Cal 4.5mm Diabolo Basic Pallets (Green Diabolo)		10 pc	
(k)	Dumbbell Weight 01 kg Plastic Rubber Material		10 pc	
(l)	Dumbbell Weight 01 kg Stainless Steel	_	10 pc	
(m)	SP02 New Pattern Electronic Pully Machine with Standard Light Holder		02 set	

(n)	Electric Pully Machine Installation Charges	03 set
(o)	Cylinder Stand	03 pc
(p)	Morini 200ei Dummy Pistol with Grip Adjustable, Trigger Operating System	02 pc
(q)	Precihole Nx100 Air Rifle 0.177cal (Indian Made)	03 pc
(r)	Wooden Work for Electric Pully Machine Front and Table Portion for Single Lane	03 pc
(s)	Intarso Ts-10 True Scoring Machine with Laptop for Air Rifle and Pistol	01 set
(t)	0.177 Air Rifle Walther Hammerli Manual Trigger, Medium Grip, Right-Handed	01 pc
(u)	Conquer Air Pallets for Break Barrel 0.177cal	20 pc
(v)	Flooring Gripping Mate for Shooting Area	01 pc
(w)	GST/Taxes included	
(x)	Transportation Charges (if any)	
(y)	Total all inclusive cost of the project including taxes and one year standard Warranty and free maintenance to bereflected in Bid.	

4. Vendor Qualification / Authentication Criteria.

<u>S.</u> No	<u>Documents Required</u>	Compliance (Yes/ No)	<u>Remarks</u>
(aa)	PAN Card		Self attested
(ab)	Aadhar Card		copy of all
(ac)	ITR for last two years		documents must
(ad)	GST Registration		be attached.

5. <u>Consignee Details:</u>

Dr Krishna Singh Principal Army Public School Abohar