

GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)

Open Tender Notice No. B-31/SPG-Prov/2017(44) - 2924 **DTD. 22 MAY 2018**


Director, Special Protection Group, on behalf of the President of India invites online bids under two bid system (**Technical & Commercial**) for supply of “**15 Nos Explosive Detector**” through e-tender.

Important Tender Details

1.	Earnest Money Deposit (EMD)	Rs.4,75,000/-
2.	Date from which tender documents can be down loaded	25.05.2018
3.	Date, time and venue of pre-bid conference	07.06.2018 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077.
4.	Last date of down loading tender documents	26.06.2018 (1500 hrs)
5.	Last date and time for uploading of Bids	27.06.2018 (1600 hrs)
6.	Date and Time of Opening of tender/technical bids	28.06.2018 (1600 hrs)
7.	Address for Communication	Assistant Inspector General (Prov), SPG Complex, Sector-8, Dwarka, New Delhi-110077 Phone No.011-25090554 & Fax 011-25090682.

2. The complete tender document is available on the website www.spg.nic.in and www.eprocure.gov.in. Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

3.. If you are in a position to quote for the supply of these stores, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.


(A V S Kalyan)

Assistant Inspector General (Prov)

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1. Introduction

- (A) The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 intends to e-procure "**15 Nos Explosive Detector**" as per details enclosed with this tender document.

Time Line:

1.	Date from which tender documents can be downloaded.	25.05.2018
2.	Date and venue of pre bid conference	07.06.2018 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077.
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5.	Date and time for opening of technical bid	28.06.2018 (1600 hrs)
6.	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tele - 011-25090554, Fax - 25090682.

- (B) **On line** offers in TWO BID SYSTEM (i.e. Technical bid and Commercial /Financial bid) are invited from interested OEMs, their exclusive representative/authorized distributors/representatives, and subsidiaries of foreign OEMs, joint venture firms and Indian Agents of foreign OEMs. Bidders must have after sales service in Delhi/NCR.
- (C) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected.
- (D) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit EMD well in advance so as to reach well before specified time of closing.

2. Pre-qualification criteria

Documents connected with fulfillment of pre-qualification criteria must be furnished with technical bid.

Pre-qualification criteria for bidders are as under :-

(a)	Domestic Tenderers :-
(i)	The bidder should be a registered firm/concern or a company registered under the Companies Act, 1956 or registered with various taxation authorities. Copies of the registration certificate should be uploaded.
(ii)	The bidder should have an average annual turnover of at least Rs. 400.00 Lac during the preceding three financial years each. Copies of audited annual accounts or a certificate from Chartered Accountant should be uploaded.
(iii)	The bidder should have executed at least supply orders of Govt/PSU/autonomous body worth Rs. 200.00 Lac with one supply order of atleast worth Rs. 100.00 Lac each for any security related equipment. In support of claim, bidder must upload copy of supply order clearly indicating value of order(s) during last three years.
(iv)	Authorised Indian distributors of foreign OEMs must submit the valid authorisation and agreement with their foreign OEMs. Note : Domestic bidder must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements/supply order of their principals will not be considered.
(b)	Foreign Tenderers :-
(i)	The bidder should have an average annual turnover equivalent to Rs. 400.00 Lac (INR 40.00 million) during the preceding three financial years. Copies of audited annual accounts / financial statements or a certificate from Chartered Accountant should be uploaded.
(ii)	The bidder should have executed at least one supply order of Govt/PSU/autonomous body worth Rs. 200.00 Lac with one supply order of atleast worth Rs. 100.00 Lac each for any security related equipment. In support of claim, bidder must upload copy of supply order clearly indicating value of order(s) during last three years.
(iii)	Indian agent must submit documents of its own firm to meet pre-qualification criteria. Copies of financial statements / supply order of their principals will not be considered.

3. Terms & Conditions of the Tender

(1)	<p>Earnest Money Deposit (EMD) : The Bidders are to deposit an amount of Rs. 4,75,000/- in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee drawn in favour of “Director of Accounts Cabinet Secretariat, Spl Wing, SPG” payable at New Delhi, towards the EMD along with the tender. Foreign bidder may submit EMD through their Indian representative/firm with agreement duly signed by both the parties and the EMD will be returned to the same firm. Earnest Money should reach to O/o AIG (Prov), SPG on or before end of date of e-bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents alongwith their e-tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit the requisite performance security deposit with prescribed time limit given in T.E/AT. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. Firms who are registered with NSIC/MSME are exempted from payment of EMD. Such tenderer must submit a copy of registration with the NSIC/MSME with e-bid.</p>
(2)	<p>Element of price: Firm has to quote cost of store FOR destination Technical Branch, SPG. No. 1 Safdarjung Lane, New Delhi. Basic price of the Store (FOB), Freight and Insurance charges, Custom Duty (with Custom Tarrif number), custom clearance & handling charges, cost of indigenous items, local freight charges, GST, Service Taxes, Commission etc. should be indicated separately. Freight/Insurance charges, custom duty, custom clearance and handling charges and local freight charges will be re-imbursed as per actual on submission of original documents such as AWB, Bill of entry, depositing of custom duty/tariff number, clearing & handling and local freight bills. The Indian Agents quoting on behalf of their principal should produce their foreign principals' proforma invoice indicating commission payable to the Indian Agent and the copy of Agency agreement signed by the Indian Agent with foreign principal.</p>
(3)	<p>Evaluation of price bid: L-1 will be decided by taking into account the total cost including basic price of equipment, installation & commissioning, freight /insurance, commission and excluding statutory duties & taxes.</p>
(4)	<p>Custom Duty: SPG may issue CDEC. However, there may be a situation when SPG decides not to issue CDEC. Hence, firm may indicate rate and amount of custom duty and IGST which will be reimbursed to the firm subject to production of custom tariff number, bill of entry and payment receipt.</p>
(5)	<p>Cost of stores may be quoted as per annexure-VI under commercial bid.</p>

(6)	Performance Security/Security Deposit: The successful bidder is required to deposit 10% of the contract value within 30 days from the date of issue of AT (purchase order) in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee from any scheduled commercial bank in India in favour of “ Director of Accounts Cabinet Secretariat, Spl Wing, SPG ” payable at New Delhi, towards the Security Deposit, which must be valid for a period 60 days beyond completion of all contractual obligations, including warranty period. In case of performance Security in the form of BG, it is to be submitted by the bidder in the form at Annexure-IV . If the successful tenderer fails to submit performance security within the prescribed time, its EMD will be forfeited.
(7)	Validity of Offer : Offer should be valid for at least six months from the date of opening of technical bid.
(8)	Payments Terms:- All payments will be made against delivery of Stores in full, good and satisfactory condition, after successful installation and only after meeting all terms and conditions given in Tender Enquiry. All Payments will be made after applying the tax deductions at source, if applicable. The payment to the foreign firm quoting directly will be made through Wire Transfer through their bankers after receipt/acceptance of stores.
(9)	Place of Delivery: Technical Store, Special Protection Group, No.1 Safdarjung Lane, New Delhi - 110011.
(10)	Delivery Period: 14 Weeks from the date of issue of supply order/AT.
(11)	Pre-Delivery Inspection:- Pre-delivery inspection before acceptance will be done at the place of delivery.
(12)	Warranty: Warranty will be for 36 months from the date of technical acceptance of the equipment. Total replacement is required against manufacturing defects.
(13)	Extension of Delivery period- If the supplier is unable to complete the supply within the stipulated delivery period for which the supplier is responsible, it (supplier) is required to request for extension of delivery period. If the purchaser agrees to extend the contractual delivery schedule, the same will be done by issue of an amendment to the contract with suitable denial clauses and with imposition of liquidated damages for delay. The amendment letter will contain, <i>inter alia</i> that, in addition to imposition of liquidated damages, no extra price or additional cost for any reason whatsoever beyond the contractual cost will be paid to the supplier for the delayed supply; at the same time, if for any reason, whatsoever the cost of the goods to be supplied/services to be performed by the supplier decreases that benefit will be passed on to the purchaser. Supplier is required to submit unconditional acceptance of the amendment by a specified date mentioned therein and if the supplier does not agree to accept the amendment letter, further action will be taken in terms of the contract.
(14)	Despatch of Goods after expiry of Delivery Period- As per the contract terms, the supplier is not to supply the goods when there is no valid delivery period. In case the supplier makes any supply after expiry of delivery period, the purchaser/consignee can reject the supplies and inform the supplier accordingly; the purchaser shall also have the right to cancel the contract (w.r.t. unsupplied goods) in terms of the contract.

(15)	Franking Clause
	<p>a) Franking Clause in the case of Acceptance of Goods:-</p> <p>"The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the purchaser under the terms and conditions of the contract".</p> <p>b) Franking Clause in the case of Rejection of Goods:-</p> <p>"The fact the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the purchaser in any manner. The goods are being rejected without prejudice to the rights of the purchaser under the terms and conditions of the contract".</p>
(16)	<p>Liquidated Damages : If the Contractor fails to deliver the Stores within the prescribed Delivery Period, the Purchaser has the right to recover liquidated damage equivalent to 0.5% per week or part thereof of the contract value from the Contractor subject to a ceiling of 10% of delayed supplies/services.</p>
(17)	<p>Token Liquidated Damage : There may be situations when charging full Liquidated Damages may not be justified as the reasons for delay in delivery by the supplier may be largely due to circumstances well beyond under his control but nevertheless these may not considered adequate to waive off liquidated damages altogether or there may be such deficiencies in service for which quantification may not be feasible and no other remedy may be available. In such cases, at the sole discretion of the purchaser, Token Liquidated Damages up to 10% of the normal Liquidated Damages will be imposed by the purchaser, i.e., 0.05% per week or part thereof subject to the maximum of 1% of the delayed supply.</p>
(18)	<p>Demonstration – The bidding firm must give a complete demonstration of the product it is bidding for at the place of delivery i.e., Technical Branch, SPG, No.1, Safdarjung Lane, New Delhi -110011, India within 45 days from the date of opening the technical bid. Generally no extension of time will be granted. The tendering authority will be under no obligation to grant Custom Duty Exemption for import of equipment for the purpose of demonstration.</p>
(19)	<p>Currency:- Domestic bidders are to quote and accept their payment in Indian currency; Indian agents of foreign suppliers are to receive their agency commission in Indian currency; costs of imported goods, which are directly imported against the contract, may be quoted in foreign currency (currencies) and paid accordingly in that currency; and the portion of the allied work and services, which are to be undertaken in India (like installation & commissioning of equipment) are to be quoted and paid in Indian currency. Offers of Indian firm other than Indian agents in foreign currencies will not be accepted.</p>
(20)	<p>Exchange Rate Variation (ERV)- Since the Delivery period is 14 weeks, ERV Clause is not applicable.</p>

(21)	<p>Cancellation of Contract:- The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part:-</p> <p>a) If the supplier fails to deliver any or all of the stores within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser; or</p> <p>b) If the supplier fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted by the purchaser.</p> <p>In the event the purchaser terminates the contract in whole or in part; the purchaser may take recourse to any one or more of the following action.</p> <p>a) the Performance Security is to be forfeited;</p> <p>b) the purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.</p> <p>c) however, the supplier shall continue to perform the contract to the extent not terminated.</p>
(22)	<p>Contract termination / splitting / rejection clause:</p> <p>SPG reserves the right to terminate the contract, split orders, accept or reject any quotation alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to. The decision of SPG in respect of evaluation of bids and / or award of contract shall be final.</p>
(23)	<p>This TE is being issued on no financial commitment basis. SPG reserves the right to reject any or all tenders without assigning any reason.</p>
(24)	<p>Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.</p>
(25)	<p>It is the responsibility of the successful bidder to pay all statutory taxes relating to the contract with the concerned Govt. authorities. If however, the supplier receives any refunds of such duties and taxes subsequently, he will forthwith deposit the purchaser's share (for which he has already been paid) immediately, failing which suitable action will be taken against the supplier as per the law in force.</p>
(26)	<p>Repeat Order Clause :- Purchaser reserves the right to place repeat order of the equipment at the same cost, terms and conditions as per the original order/contract within six months from the date of completion of the supply against previous order, if required.</p>
(27)	<p>Option Clause: Purchaser reserves the right to place order for additional quantity upto maximum of 50% of the original contracted quantity at the same rate and terms of the contract during the original period of contract, if required. Option quantity during extended DP is to be limited to 50% of balance quantity after original delivery period.</p>

(28)	The firm should certify that the OEM as well as firm has not been blacklisted/ debarred from any Govt organisation/PSU.
(29)	Clarification regarding Tender documents: Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. The clarifications, if any, the same may be sought during pre-bid conference by the bidder firms.
(30)	<p>Amendment of Tender Document: At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids.</p> <p>The amendment, if any, will be notified through corrigendum CPP Portal.</p>
(31)	The information to be submitted by the bidder should be as per the description given in this document.
(32)	<p>No commitment to accept best or any other offer : SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.</p>
(33)	There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorised person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.
(34)	No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.
(35)	<p>Non-Disclosure Condition: The firm is required to furnish the following undertaking in original on its official stationery duly signed and stamped by an authorized signatory. This document should be supported by some documentary evidence in order to establish that the signatory has sufficient administrative and/or legal authority within the company to enforce this condition effectively</p> <p>I/We hereby assure and undertake that no part of this document and final contract with SPG shall ever be revealed to any third party, domestic or foreign, in any form, oral or written, partial or full, technical or financial, without obtaining prior written permission of SPG or unless required by the law of the land and it is my/our responsibility to take necessary measures, legal or otherwise, to ensure that this condition is honoured by all including our local representative/s, distributor/s or agent/s, if any.</p>

(36)	Anti-Corruption Notification: Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.
(37)	Arbitration: In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.
(38)	Jurisdiction of Courts in case of disputes: All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.
(39)	Force Majeure: The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause ' <i>Force Majeure</i> ' means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify SPG in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.

(40)	Acceptance of Terms & Conditions : The e-bidders should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable. SPG reserves the right to accept/reject any/all the bids.
(41)	The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded with technical bid documents.
(42)	Other terms & Conditions : <ul style="list-style-type: none">a) Repairs during and after warranty period should be done in India, preferably at Delhi. If major repairs are to be undertaken abroad for imported product, time limit of maximum two months should be adhered to. In case period exceeds two months, standby equipment is to be provided by the firm.b) Essential spares should be available in India.c) Firm must impart training for use of equipment for a minimum period of 04 days at the place of delivery. It must also provide repair and maintenance training to 10 SPG Officers for minor repairs and day to day calibration of the equipment at its India workshop without any charges.d) Technical specifications will be obtained by firm from Technical Branch separately with a letter of undertaking that the specifications provided by SPG will not be disclosed to any party.e) Operational manual of the equipment must be provided with each unit.

4. Submission of Bid:

	<p>EMD</p> <p>Interested bidders qualifying the mandatory pre-qualification criteria may respond to the tender, which should be submitted in two parts. Earnest Money Deposit should reach to AIG (Prov), SPG on or before end of date of bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents alongwith its e-bid.</p>
	<p>Technical Bid</p> <p>“TECHNICAL BID” should be complete in all respects and contain all information asked for which includes description of the firm/organization, firm’s general experience in the field of assignment, description of the qualification and other details that have been indicated. It should not contain any cost information whatsoever.</p>
	<p>Commercial Bid “COMMERCIAL BID” must contain the detailed price offer for the stores.</p>

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. B-31/SPG-Prov/2017(44)_____ dated _____ for supply of **15 Nos Explosive Detectors** are unconditionally acceptable.

It is also certified that the firm has not been blacklisted/debarred from any Govt organisation/PSU.

PLACE :

SIGNATURE OF THE TENDERER

Stamp/seal of the firm/company

DATED :

Technical Bid

Opening : Since the tender is called under Two-bid system, Technical Bids of those firms who fulfil the criterion of EMD will be opened and evaluated on the basis of given technical parameters. Technical Bids will be opened on the date and time mentioned in the Tender Notice. SPG may at its discretion, ask some or all bidders for clarification of their bid. The request for such discretionary clarifications and the response will necessarily be in writing.

Evaluation: The Technical Evaluation Committee will carry out its evaluation applying the evaluation criteria as per **Annexure-V** in addition to the meeting the minimum Pre-qualification criteria.

Commercial Bid

Opening: The Commercial Bids of only those bidders would be opened who have been successfully shortlisted in the scrutiny of technical bid. Date and time of opening of Commercial Bid would be communicated to those bidders, who have been shortlisted in the evaluation of their technical bids.

Evaluation: The evaluation of technically qualified bidders will be done on the basis of basic price of the equipment. The format of price schedule is attached as **annexure- VI**.

Bank Guarantee form for Performance Security

To
The President of India
(Through Director of Accounts)

WHEREAS
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Technical Specifications

The firms downloading tender from e-publication module may directly collect Technical Specifications **by hand** from the office of **AIG (Tech)**, SPG, No. 1 Safdarjung Lane, New Delhi-110011 with an undertaking regarding its participation in bidding process.

Annexure-VI													
PRICE SCHEDULE													
Tender Enquiry No. B-31/SPG-Prov/2017(44) - _____ dated _____.													
S.No.	Brief Description of Goods	Qty (Nos.)	Basic / FOB Cost (Unit Price)	Freight & Insurance, if any	Import Custom Duty (if any) {in % & value}	Custom Clearance & Port Handling, if any	Local freight charges, if any	Cost of indigenous items, if any	GST	Installation & Commissioning charges, if any	Commission of Indian agent (in INR only)	Unit Price (at Consignee Site all inclusive (a to k)	Total Price of stores (at Consignee Site)
1	Explosive Detectors as per required specifications	(a) 15	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)

L-1 will be decided by taking into account total price including basic price of the equipment, installation & commissioning and excluding basic statutory duties and taxes.