

Invitation to Tender

"Through CPP Portal"

GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)

Open Tender Notice No. 14/13/13/15/2020/Prov/23310-2816 13 MAY 2020

Director, Special Protection Group, on behalf of the President of India invites online bids under two bid system (**Technical & Commercial**) for supply of " **01 No. Flap Barrier** " through e-tender.

Important Tender Details

1.	Earnest Money Deposit (EMD)	Rs.9,000/-
2.	Date from which tender documents can be downloaded.	13/05/2020 (1600 hrs.)
3.	Date and venue of pre bid conference	21/05/2020 (1600 hrs.) Admin block, SPG Complex, Sector-8, Dwarka, New Delhi- 110077.
4.	Last date of downloading tender documents	03/06/2020 (1500 hrs.)
5.	Last date and time for uploading bids	03/06/2020 (1600 hrs.)
6.	Date and time for opening of tender/ technical bid	04/06/2020 (1600 hrs.)
7.	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tele - 011- 25090554, Fax - 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.


(D K Shrivastav)
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 “**01 No. Flap Barrier**” as per details enclosed with this tender document.

Time Line:

1.	Date from which tender documents can be downloaded.	13/05/2020 (1600 hrs.)
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- (B) **On line** offers in TWO BID SYSTEM (i.e. Technical bid and Commercial /Financial bid) are invited from interested OEMs, their exclusive & authorised distributors fulfilling the terms and conditions set forth in the tender document. Bidders must have after sales service in Delhi.
- (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 registration certificate should be uploaded along with Technical Bid.
(ii)	The bidder should have an average annual turnover of at least Rs. 4.5 Lac during the preceding three financial years i.e. 2016-17, 2017-18 & 2018-19 . In this regard, copies of relevant annual account (audited balance sheet and profit-loss account only) duly authenticated by Chartered Accountant/ Cost Accountant should be uploaded.
(iii)	The bidder should have executed with Govt./PSU/Autonomous body supply orders aggregating Rs. 4.5 Lac with at least one supply order of Rs.2.25 Lac for same/ similar type of item in last three years. Copies of supply orders clearly indicating value of orders should be uploaded.
(iv)	<p>Authorised distributors of foreign OEMs must submit the valid authorisation and agreement with their foreign OEMs.</p> <p>Note: Indian distributors of foreign OEM 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.</p>
(V)	<p>Applicability to “Make in India: Bidders (manufacturer or principal of authorized representative) who have a valid/approved ongoing ‘Make in India’ agreement/program and who while meeting all other criteria of the tender, except for any or more or sub criteria in experience and past performance as defined in Pre-qualification eligibility criteria, would also be considered to be qualified provided;</p> <ul style="list-style-type: none"> i) Their foreign ‘make in India’ associates meets all the criteria or the tender without exemption, and ii) The bidders shall submit appropriate documentary proof for a valid/approved ongoing ‘make in India’ agreement/program. iii) The bidder (manufacturer or principal of authorized representative) shall have to furnish alongwith the bid; a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, supply (and erection, commissioning if applicable) and performance of “The Product” offered including all warranty obligations as per T.E. <p>Note:- Purchase Preference Policy: GOI, MO C&I, Deptt of Promotion of Industry and internal trade letter No.P-45021/2/2017-PP(BE-II) dt. 29th May 2019 will strictly be adhered to while implementing public Procurement (Preference to Make in India).</p>

3. Terms & Conditions of the Tender:

(1)	<p>Earnest Money Deposit (EMD): The Bidders have to deposit an amount of Rs.9,000 /- 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 along with their e-tender. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit requisite performance security deposit with prescribed time limit given in TE/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 or Startups recognized by DIPP for similar nature of stores for which they are registered, are exempted from payment of EMD. Such tenderer must submit a copy of registration with the NSIC/MSME/ Startup recognition from DIPP with e-bid.</p>
(2)	<p>Element of price: Firm has to quote cost of store FOR destination Provisioning Store, Special Protection Group Complex, Sector-8, Dwarka, New Delhi – 110011. Basic price of the Store (FOB), Freight and Insurance charges, Custom Duty (with Custom Tariff 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 reimbursed as per actual or quoted whichever is less 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 taken in into account total cost of the equipment including statutory taxes and duties and CAMC charges for 05 year to be discounted (as per DCF technique) to the net present value as appropriate for comparing the tender on an equitable basis. Custom duties will be part of statutory taxes/ duties.</p>
(4)	<p>Cost of stores may be quoted as per annexure-VI under commercial bid.</p>
(5)	<p>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.</p>

	prescribed time, its EMD will be forfeited and contract may be cancelled unilaterally. PBG will be released only after meeting all the contractual obligations including warranty period
(6)	Validity of Offer: Offer should be valid for at least six months from the date of opening of technical bid.
(7)	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.
(8)	Payments Terms:- All payments will be made against delivery of Stores in full, good and satisfactory conditions, after successful installation and meeting all the terms and conditions of Tender Enquiry. All payment will be made after applying the tax deductions at source, if applicable.
(9)	Place of Delivery: Provisioning Store, Special Protection Group Complex, Sector-8, Dwarka, New Delhi – 110011.
(10)	Delivery Period: 04 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)	<p>Warranty: Warranty will be for 12 months from the date of technical acceptance of store for manufacturing defects or insufficient workmanship with total replacement during warranty period.</p> <p>The firm should send their representative for repair work within 8 hours of complaining the report and make serviceable within 24 hours during warranty period. Non compliance shall attract penalty @ 0.5 % of contract value of defected Flap Barrier per day up to maximum of 10% of the contract value of defected Flap Barrier which will be deducted from the Performance Security Deposit.</p>
(13)	<p>AMC : Comprehensive Annual Maintenance to be done by the supplying firm for 05 years after completion of warranty period as per draft agreement at Annexure-VII to be attached. Rate of AMC for 05 years must be quoted in the price bid. However, it will be at the discretion of SPG, to go for AMC or otherwise.</p> <p>The supplying firm will submit Performance Bank guarantee @ 10% of annual maintenance contract value as per provision of GFR. This PBG must be submitted at least one month prior to completion of warranty period and same will remain valid for a period 60 days beyond completion of all contractual obligations pertaining to CAMC.</p>
(14)	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 that</i> , 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.

(15)	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.
(16)	Franking Clause a)Franking Clause in the case of Acceptance of Goods:- <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> b)Franking Clause in the case of Rejection of Goods:- <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>
(17)	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 of delayed stores from the Contractor subject to a ceiling of 10% value of delayed supplies/services.
(18)	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.
(18)	Demonstration – The bidding firm must have to give complete demonstration of product at Training Branch, Special Protection Group Complex, Sector-8, Dwarka, New Delhi – 110011 within 30 days from the date of opening of technical bid. No extension of time will be granted. The tendering authority will be under no obligation to grant Custom Duty Exemption Certificate (CDEC) for import of equipment for the purpose of demonstration.
(22)	Currency:- Bidders are to quote and accept their payment in Indian currency.
	Exchange Rate Variation (ERV)- Not applicable.
(23)	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:- 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>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>
(24)	<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>
(25)	<p>SPG reserves the right to reject any or all tenders without assigning any reason.</p>
(26)	<p>Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.</p>
(27)	<p>It is the responsibility of the successful bidder to pay all statutory taxes i.e. GST etc. 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>
(27)	<p>The firm should certify that OEM as well as bidding firm has not been blacklisted / debarred from any Govt organisation/PSU.</p>
(28)	<p>Clarification regarding Tender documents: Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. However, the clarifications, if any, the same may be sought during pre-bid conference only by the bidder firms and decision taken thereon by SPG will be final. Thereafter no representation will be entertained.</p>
(29)	<p>Amendment of Tender Document:</p> <p>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 CPP Portal.</p>
(30)	<p>The information to be submitted by the bidder should be as per the description given in this document.</p>
(31)	<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>

(32)	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.
(33)	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.
(34)	<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>
(35)	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.
(36)	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.
(37)	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.

(38)	<p>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.</p>
(39)	<p>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.</p>
(40)	<p>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.</p>
(41)	<p>Other terms & Conditions :</p> <ul style="list-style-type: none"> a) Technical evaluation will be conducted at the place of delivery. b) Once the evaluation of the equipment starts, the complete evaluation will be done in one sitting. c) A test protocol will be used for Technical Evaluation of the equipment and the same will be discussed with vendors before starting evaluation. Same protocol will be used for revaluating items offered by all vendors. d) Operating and maintenance manual should be provided with each unit. e) List of deliverables must be attached with Technical Bids. f) After sale service and service centre of the equipment must be available preferably in Delhi/NCR or any part of India.

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 along with 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. 14/13/13/15/2020/Prov/23310- dated / /2020 for supply of “ **01 No Flap Barrier**” are unconditionally acceptable.

It is also certified that OEM as well as bidding 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.

ANNEXURE-III

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 there under 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

Technical specification of the 01 No. Flap Barrier is as under :-

S N.	Name of item	Specification	
1	01 No. Flap Barrier	Features	<ul style="list-style-type: none"> • Motorized electro mechanical drive system • Opening time less than 0.8 second • Passage width 550 mm (450mm) • Detection of tail gating (Optional) • Micro process controller based control unit • Sensing is achieved by an array of optical beam sensors • Cabinet is available in mild steel powder coated or stainless steel with LED Acrylic Flap • Available with line indicator for go green arrow & for stop red cross • Handicapped or two wheeler movement (optional) • Lane indicator for Entry/No Entry • LCD Alfa numerical display for In/Out count.(Inbuilt) • CE approved • Integration any readers/panels available in the market
		Technical Features	<ul style="list-style-type: none"> • Overall dimensions (LxHxW)-650x1020x300m • Seat thickness – 19.5 mm • Protection I.P-44 • Voltage VAC – 230 • Current mA (max)-450 • Power Consumption – Wats 100 max • Frequency Hz-50 • Duty Cycle % -100 % • Opening/Closing time Sec-within less than 1 Sec • Throughput 30-40 person per minute

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

FOR

**MAINTENANCE OF FLAP BARRIER SYSTEM, TRAINING BRANCH, SPG
COMPLEX, DWARKA**

BETWEEN

PRESIDENT OF INDIA

THROUGH

**SPECIAL PROTECTION GROUP
(CABINET SECRETARIAT)**

AND

M/S _____

*** * ***

Contract No. -

1.0 Scope

- 1.1 M/s _____, by its acceptance hereof agrees to undertake the maintenance of the Flap Barrier System. The comprehensive AMC package shall cover Flap Barrier System held by Special Protection Group at SPG Complex, Sector-8, and New Delhi.
- 1.2 M/s _____ shall be responsible to provide services round the clock, carrying out preventive maintenance and upkeep of the Flap Barrier System as mentioned in para 1.1 above.
- 1.3 M/s _____ shall be responsible to arrange and supply the original equipments manufactured spares wherever required for providing back-to-back AMC support.

2.0 Complaint booking

- 2.1 In the event of any malfunctioning or non-working of the any of the components of Flap Barrier System (Hardware, Accessories), the customer may register the complaint at contractor's office. The said complaint can be registered through Phone, Fax, and letter or by the personal visit of customer's representative at the contractor's office. The Numbers on which complaint can be registered are as under:-

a) Tele No. 011- _____; Contact Person: Mr _____

(_____@_____.com)

b) Tele No. 011- _____ Contact Person; Mr _____

(_____@_____.com)

c) Fax No.011- _____, _____

3.0 Breakdown Maintenance

- 3.1 In view of the urgency of the work, the firm shall ensure that the breakdown of the Flap Barrier System is attended on urgent basis and the maintenance engineer will attend the breakdown the same day. The firm shall ensure that breakdown will be rectified within 48 hours.

3.2 No extra charges will be levied on SPG in case machine/equipment is to be transported from SPG location to the Office/workshop of the firm for repairs and bringing the same back, duly rectified.

3.3 Bank Guarantee for equal amount to be deposited for machine/equipment, if any taken out for repair/maintenance purpose.

4.0 **Preventive Maintenance**

4.1 The engineer from the AMC firm will visit the site at least once in a month to do the preventive maintenance to reduce the system breakdown.

4.2 A preventive maintenance schedule will be drawn in mutual consultation with AIG (Training), SPG and the contractor and should be adhered to strictly. The engineer from the firm will furnish the job certificate duly certified by the user in token of satisfactory performance of the Treadmills and on the production, subsequent payment would be released.

4.3 During the quarterly inspection/preventive maintenance service of the equipment, it will be thoroughly cleaned, tested, repaired and kept in working condition.

4.4 If any of the Flap Barrier System is rendered un-operational because of damage due to mishandling, tempering, accident, negligence, misuse or abuse, AC voltage fluctuations, fire or other acts of Nature etc. the company/ASP reserves the right to charge the customer for repair thereof i.e. for material as well as labour. However, the decision to assess the cause of damage will be decided jointly by the firm and SPG.

5.0 **Replacement of Parts**

5.1 Since the contract is comprehensive all the spares will be replaced by the M/s _____, at no extra cost to SPG.

5.2 The Firm shall keep sufficient stock of spare parts. The firm shall use genuine spare items/components for maintaining Flap Barrier System. However ever effort will be made to replace faulty items with items of same specifications, in case of non-availability of the spare, will replace with suitable compatible spares in consultation with user without any escalation of cost.

5.3. New Technology/upgrade: The firm shall share with the user of any subsequent upgrade in software or hardware of the Flap Barrier System.

6.0 AMC Value

6.1 AMC charges after expiry of warranty for the Flap Barrier System will be Rs _____ (-- % of cost of machine) plus GST for 05 years as under : -

1st year – Rs. _____ + GST
 2nd year – Rs. _____ + GST
 3rd year – Rs. _____ + GST
 4th year – Rs. _____ + GST
 5th year – Rs. _____ + GST

7.0 Performance Bank Guarantee

M/s will submit Performance Bank Guarantee @10% of annual maintenance contract value as per the provision of GFR which has to be revised annually as per contract value. This Performance Bank Guarantee will have to be submitted at least one month prior to completion of warranty period and same will remain valid for a period of 60 days beyond completion of all contractual obligations pertaining to Non-Comprehensive Annual Maintenance Contract.

8.00 Payment terms

8.1 Total AMC value Rs. _____ + GST as applicable for 05 years.

8.2 Payment terms for all the years:

a) 50% of the total value of the year at the end of each AMC half-yearly, on submission of invoice.

9.0 **Liquidated damages:** If the firm fails to make the Flap Barrier functional within the prescribed down time stipulated under Para 3.0, penalty at 0.5% will be charged up to Seven days, thereafter 1% per week of the total contract value subject to maximum 10% of annual contract value of CAMC shall be imposed.

10.0 **Validity** of this contract shall be 05(five) years from the date of signing of agreement or w.e.f date __/__/__, whichever is later.

11.0 In case of revocation, non-compliance with the terms of the contract or unilateral withdrawal or non-fulfillment of the contractual obligations, firm shall be liable to refund the advance payment received from SPG, towards that AMC on pro-rata basis.

12.0 SPG shall not be responsible to any injury/loss occurring to representative(s), of the firm during the course of repair/maintenance of Flap Barrier System at HPC.

13.0 Confidentiality:

Any information classified as confidential/secret provided during the finalization/execution of the contract shall not be passed to any third party in India or abroad without prior written consent of the user. Requirement of this article shall continue even after termination or completion of this contract.

14.0 Force Majeure:

i) Neither Party shall be liable for delays in delivery, performance or payment or for failure to manufacture, deliver, perform or pay when any cause is beyond the reasonable control of the delayed party, which, without in any way limiting the generality of the foregoing, shall include Acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, strikes or other labour disturbances of third parties, hurricanes, earthquakes, fires, floods, lightning, epidemics, embargoes, war, riots, including non-availability of an requisite licenses for the export and import into India of the product or any part supplied hereunder.

ii) In the event of any such force majeure, the affected party shall promptly notify the other party in writing and furnish all relevant information thereto. In such event, the date of delivery, performance or payment shall be extended for a period reasonable under the circumstances.

15.0 The Director, SPG reserves the right to abandon or terminate the contract at any time without assigning any reason if contractor's work and maintenance services are not satisfactory.

16.0 Jurisdiction:

Subject to the clauses herein above provided, if any suit or proceedings to enforce the rights of either parties hereto under this arrangements, only courts at Delhi shall have exclusive jurisdiction and both parties hereby expressly agree to submit to the jurisdiction of such court.

17.0 This agreement constitutes the entire understanding between the parties and no other representations, offers, negotiations, verbal or written, supersede this agreement. There shall be no modification to this agreement unless such modification is mutually agreed upon in writing and signed by the respective authorized representatives of firm and the user.

18.0 Arbitration:

Any dispute, which cannot be settled amicably, will be referred to Arbitration Tribunal having its seat in New Delhi. The Arbitration proceedings shall be conduct under the Indian Arbitration & Conciliation Act, 1996.

Representative of

M/s _____

New Delhi

()

Representative of SPG

Designation

for Director, SPG

PRICE SCHEDULE

S.No	Brief Description of Goods	Qty (Nos.)	Basic Cost (Unit Price)	Freight & Insurance charges, if any	Import custom duty	Custom clearance & port handling charges, if any	GST	Cost of indigenous items, if any	Installation & Commissioning, if any	Commission/profit of authorized representative of principal manufacturer, if any	Total Price of store (at Consignee Site)	CAMC charges for 05 years period after expiry of 12 months warranty period	GST on CAMC charges	Total CAMC cost
			(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)
1	Flap Barrier	1										1st year : Rs. 2nd year :Rs. 3rd year : Rs. 4th year : Rs 5th year : Rs.		