

Invitation to Tender through CPP Portal

**GOVERNMENT OF INDIA
CABINET SECRETARIAT
(Special Protection Group)**

Open Tender Notice No. 14/11/56/0/2019/Prov(22465)- 637 dated 24 JAN 2020

Director, Special Protection Group, on behalf of the President of India invites online bids under two bid system (**Technical & Commercial**) for supply of "**Computer Based Training X-Ray Simulator for Baggage Screeners**" through e-tender.

Important Tender Details:

1.	Earnest Money Deposit (EMD)	Rs. 34,000/-
2.	Date from which tender documents can be down loaded	27/01/2020
3.	Date, time and venue of pre-bid conference	06/02/2020 (1600 hrs) Admin Block, SPG Complex, Sector-8, Dwarka, New Delhi- 110077.
4.	Last date of down loading tender documents	28/02/2020 (1600 hrs)
5.	Last date and time for uploading of Bids	29/02/2020 (1600 hrs)
6.	Date and Time of Opening of tender/technical bids	02/03/2020 (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.


(AVS Kaliyan)

Asstt. Inspector General (Prov)

1. Introduction

(A) The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector 8, Dwarka, New Delhi-110077 intends to e-procure “**Computer Based Training X-Ray Simulator for Baggage Screeners**” along with accessories/ essentials as per details enclosed with this tender document. However, outline for the system are as under:-

- (1) Hardware:- Server - 01 No.
 Desktop - 05 Nos.
- (2) Software:- CBTP X-ray simulator software- for Server and Desktop PCs.

Time Line for the tender:

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4	Last date and time for uploading bids	29/02/2020 (1600 hrs)
5.	Date and time for opening of technical bid	02/03/2020 (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.
- (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 Rupees 20.00 Lakh during the preceding three financial years 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 funded by Central/State Govt. Supply orders aggregating Rupees 20.00 Lakh with atleast one supply order minimum of Rs.10.00 Lakh for same/similar security related equipments 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: 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.</p>
(v)	<p>Joint Ventures: Credentials of the partners of the Joint Venture can't be clubbed for the purpose of compliance of PQC and each partner must comply with all the PQC criteria independently. In case joint venture is between Indian and foreign partners then stake of Indian partner should be 51% or more with management control in joint venture. Scanned copy of contract to be uploaded with the bid and original to be submitted at the time of TEC.</p>
vi)	<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> <ol 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.

(b)	<u>Foreign Tenderers:</u>
i)	The bidder should have an annual turnover of Rupees 20.00 Lakh (INR 02 Million) during the preceding three financial years i.e. 2016-17, 2017-18, 2018-19. Copies of audited annual accounts or a certificate from chartered accountant should be uploaded.
ii)	The bidder should have executed with Govt./PSU/Autonomous body supply orders aggregating Rupees 20.00 Lakh (INR 02 Million) with atleast one supply order of Rs. 10.00 Lakh (INR 01 Million) for same/similar security related equipment in last three years. Copies of supply orders clearly indicating value of orders should be uploaded.
iii)	<p>Bids of bidders quoting as authorized representative of a principal manufacturer would be considered to be qualified, provided :-</p> <ol style="list-style-type: none"> a) Their principal manufacturer meets all the criteria above without exemption and ; b) The principal manufacturer furnishes a legally enforceable tender specific authorization in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract, and ; c) The bidder himself should have been associated, as authorized representative of the same or other principal manufacturer for some set of services as in present bid (supply, installation, satisfactorily commissioning after sales service as the case may be) for same or similar "Product" for preceding three years.

3. Terms & Conditions of the Tender:

(1)	<p>Earnest Money Deposit (EMD) : The Bidders are to deposit an amount of Rs. 34,000/- 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. 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 validity should remain valid for a period of forty five days beyond the final bid validity period. 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. <i>The EMD of the unsuccessful bidders will be returned after finalization of the tender.</i> 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 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 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 five years 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 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 and contract may be cancelled unilaterally. PBG will be released only after meeting all the contractual obligations including warranty period.</p>

(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 condition, after successful installation (if applicable) 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.
(9)	Place of Delivery: Technical Store, Special Protection Group, No.1 Safdarjung Lane, New Delhi - 110011.
(10)	Delivery Period: 08 Weeks from the date of issue of supply order/AT.
(11)	Pre-Delivery Inspection:- Pre-delivery inspection will be done at the place of delivery.
(12)	Warranty: Warranty will be for 05 Years from the date of technical acceptance of stores for manufacturing defects or insufficient workmanship with total replacement. The firm should send trained Engineer for services 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 per day upto maximum of 10% of the contract value which will be deducted from the Performance Security Deposit.
(13)	CAMC: Comprehensive Annual Maintenance covering the entire systems/sub-systems including hardware, software & license to be done by the supplying firm for five years after completion of warranty period as per draft agreement at Annexure- "VII" to be attached. Rate (without taxes) of CAMC for five years must be quoted in the price bid. However, it will be at the discretion of SPG, to for CAMC or otherwise.
(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</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.
(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)	<p>Franking Clause</p> <p>a) Franking Clause in the case of Acceptance of Goods:- “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:- “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)	<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 of delayed stores from the Contractor subject to a ceiling of 10% of delayed supplies/services.</p>
(18)	<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>
(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)- Not applicable.</p>
(21)	<p>Repeat Order:- SPG can order upto 50% quantity of the equipment under resultant contract of this tender enquiry within 6 months from the date of supply / successful completion of the contract with the same cost, terms and conditions. The firm is to confirm the acceptance of this clause. It will be entirely the discretion of the SPG to place the repeat order or not.</p>
(22)	<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>

(23)	<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>
(24)	<p>Contract termination / splitting / rejection clause: 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>
(28)	<p>The firm should certify that OEM as well as bidding firm has not been blacklisted / debarred from any Govt. organisation/PSU.</p>
(29)	<p>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.</p>
(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. The amendment, if any, will be notified through corrigendum on CPP Portal.</p>

(31)	The information to be submitted by the bidder should be as per the description given in this document.
(32)	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.
(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 'Force Majeure' 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:- <ol style="list-style-type: none"> a) Firm must provide minimum 5 (five) days User as well as routine maintenance/calibration training purposes without any charges. b) Technical Evaluation will be conducted at Technical Branch, No.1, Safdarjung Lane, New Delhi and report will be submitted based upon documentary evidences/reports from any national/international accredited Testing Agency to be enclosed with tender documents. c) PDI will be carried out at No.1 Sardardung Lane, New Delhi, and supply will be accepted only after satisfactory performance report. d) The system upgrades should be provided free of cost as and when the supplier upgrades it and provide training to that effect during the warranty period. Product updates includes minor bug fixes, enhancements and additional equipment interfaces, product updated in response to change in Microsoft Operating system, Product upgrades as new release of the product become available. Addition to the object in library will be provided at least 12 months intervals these additional objects will include new gadget, new electronic items, new treats etc.

4.	Submission of Bid :
	EMD 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.
	Technical Bid "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.
	Commercial Bid "COMMERCIAL BID" must contain the detailed price offer for the stores in the format Annexure-VI.

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. 14/11/56/0/2019/Prov(22465)/ 637 dated 24/01/20 for supply of "Computer Based Training X-Ray Simulator for Baggage Screeners" are unconditionally acceptable.

It is also certified that OEM as well as the 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.

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 taking into account the total cost of the equipment after loading all duties, taxes and inland freight charges i.e. FOR destination cost. 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 theday 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 that the specifications provided by SPG will not be disclosed to any party.

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT

FOR

MAINTENANCE OF

COMPUTER BASED X- RAY SIMULATOR SYSTEM

FOR

BAGGAGE SCREENERS.

BETWEEN

PRESIDENT OF INDIA

THROUGH

SPECIAL PROTECTION GROUP

(CABINET SECRETARIAT)

AND

M/S _____

* * *

Contract No. -

Dated:-

Scope

1.1 M/s _____, by its acceptance hereof agrees to undertake the maintenance of the X- RAY SIMULATOR FOR BAGGAGE SCREENERS. The comprehensive AMC package shall cover the support for any breakdown in software, up gradation of X- RAY SIMULATOR FOR BAGGAGE SCREENERS with the latest changes and service support for any breakdown in hardware items and its accessories, procured along with X- RAY SIMULATOR FOR BAGGAGE SCREENERS held by Special Protection Group.

1.2 M/s _____ shall be responsible to provide services round the clock, 365 days a year, carrying out preventive maintenance and upkeep of X- RAY SIMULATOR FOR BAGGAGE SCREENERS and its accessories and repairs against all failures of X- RAY SIMULATOR FOR BAGGAGE SCREENERS and its accessories as mentioned in Para 1.1 above.

1.3 M/s _____ shall be responsible to arrange and supply the original equipment's spares, wherever and whenever required for providing back-to-back AMC support. M/s _____ shall guarantee availability of Spares during the tenure of AMC.

1.4 M/s _____ shall provide all software and hardware updates, as and when required from time to time, free of cost during the AMC period.

2.0 Complaint booking

In the event of any malfunctioning or non-functioning of the X- RAY SIMULATOR FOR BAGGAGE SCREENERS and its 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 _____
- b) Tele No. 011- _____ Contact Person; Mr _____
- c) Fax No. 011- _____, _____

3.0 Breakdown Maintenance

3.1 In view of the urgency of the work, the firm shall ensure that the breakdowns of the UAV are attended on urgent basis and the maintenance engineer will attend the breakdown on the same day, if complaint lodged before 1200 hrs. The firm shall ensure that breakdown will be rectified within 24 hours from the time of complaint to the contractor.

3.2 No extra charges will be levied on SPG, in case the equipment are to be transported from SPG location to the office/workshop of the firm for repairs and bringing the same back, duly rectified. The firm has to provide Bank Guarantee for ht cost of faulty equipment to be taken out of SPG premises.

4.0 **Preventive Maintenance**

4.1 The engineer form the AMC will visit the site once in 3 months (quarterly) for carrying out preventive maintenance to reduce system breakdown.

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

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

4.4 If the X-RAY SIMULATOR FOR BAGGAGE SCREENERs or its accessories of it is rendered un-operational, because of damage due to mishandling, tempering, accident, negligence, misuse or abuse, AC voltage fluctuations, firm or other acts of Nature etc. the contractor 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 **Performance Bank Guarantee**

The firm should submit 5% of contract value as performance security in the form of PBG/FDR/DD etc., which will remain valid for 60 days, after the completion of all contractual obligations.

6.0 **Replacement of parts**

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

6.2 The defective parts replaced should be of the same model as the defective item or model providing equivalent system functionality. These parts shall be furnished on an exchange basis. The removed parts (except consumable parts and hard disks/storage devices) will become the property of M/s _____.

7.0 CAMC Value: CAMC charges for X-RAY SIMULATOR FOR BAGGAGE SCREENERS will be Rs. _____ (---% of cost of machine) plus service, for five years, as under:-

- i) For 1st year: Rs. _____ + _____ GST on CAMC cost.
- ii) For 2nd Year: Rs. _____ + _____ GST on CAMC cost.
- iii) For 3rd year: Rs. _____ + _____ GST on CAMC cost.
- iv) For 4th Year: Rs. _____ + _____ GST on CAMC cost.
- v) For 5th Year: Rs. _____ + _____ GST on CAMC cost.

8.0 Payment Terms

8.1 25% of the total value of CAMC cost for the year at the end of each AMC quarter, on submission of invoice.

8.2 Penalty Clause: If the firm fails to make the machine functional within the prescribed down time stipulated under Para 3.0, penalty @ 0.5% per day of annual AMC cost will be charged upto Seven days, thereafter 1% per week of the contract value subject to maximum 10% of contract value for one year shall be imposed.

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

10.0 Force Majeure

10.1 Should any force majeure circumstances arise each of the contracting party shall be excused for the non fulfilment or for the delayed fulfilment of any contractual obligation if the affected party within 10 days of its occurrence informs the other party in writing.

10.2 Force majeure shall mean the events beyond the control of either party i.e. Act of God, War, Revolution, Fire, sabotage, epidemics, riots, general strike etc.

10.3 The obligation of the parties shall be deemed to be suspended during the continuance of force majeure event and said the period shall not be considered as delay with respect to the period of deliverables.

10.4 In the event of any force majeure persisting for an uninterrupted period exceeding 12 months, either party reserves the right to terminate.

11.0 SPG shall not be responsible to any injury/loss occurring to representative(s), of the firm during the course of repair/maintenance of the X-RAY SIMULATOR FOR BAGGAGE SCREENERS.

12.0 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.

13.0 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.

Representative of
M/s _____
(_____)

Representative of SPG
Designation
for Director, SPG New Delhi

Note: This draft is not exhaustive, as the equipments are new to SPG, any clause, if found required for proper maintenance of the equipments, will be added at the time of finalization of CAMC

2) Preventive measure schedule and procedure to be attached by the firm separately.

vetted
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