

Government of India
Cabinet Secretariat
(Special Protection Group)

Admin Block, SPG Complex,
Sector-8, Dwarka,
New Delhi-110 077.

TENDER NOTICE

No. 14/26/13/0/Prov/2019/22215 / **2482**

Dated 08th 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 two commercial 1000 LPH DMF + RO System+ UV System + Potassium Hydrogen dosing water RO plants, its installation with complete fittings, SS Tank storage system and CAMC for five years after warranty period, through e-tender.

Important Tender Details

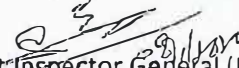
i)	Earnest Money Deposit (EMD)	₹ 26,000/- (Rupees Twenty Six Thousand Only)
ii)	Date from which tender documents can be down loaded.	09/01/2020 (1000 hrs)
iii)	Date, time and venue of pre-bid conference.	22/01/2020 (1600 hrs) Admn Block, SPG Complex, Sector-8, Dwarka, New Delhi - 110077
iv)	Last date for downloading of tender documents.	10/02/2020 (1500 hrs)
v)	Last date and time for uploading of Bids	10/02/2020 (1600 hrs)
vi)	Date and Time of Opening of tender/technical bids	11/02/2020 (1600 hrs)
vii)	Address for Communication and bid opening place	Assistant Inspector General (Prov), Special Protection Group, (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. The EMD has to be deposited in the form of DD drawn in favour of "Director of Accounts, Cabinet Secretariat, SPG, CGO Complex, Lodhi Road, New Delhi-110 -003" payable at New Delhi. The DD should reach the undersigned on or before end date of e-bid submission, failing which offer will be liable for rejection.

4. All Indian bidders fulfilling the prequalification criteria are eligible to participate in the tender. Participating firms must have the after sales service arrangements in Delhi.

5. 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.


Assistant Inspector General (Prov)
Tele - 01125090554, Fax 011-25090682

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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 of two commercial 1000 LPH, Ultra violet system and potassium hydrogen dosing water RO plants, its installation with complete fittings, SS Tank storage system and CAMC for five years after warranty period, as per details enclosed with this tender document.

Time Line

i).	Date from which tender documents can be down loaded.	
ii).	Last date for down loading of tender documents	
iii).	Pre-bid meeting	
iv).	Last date and time for uploading of Bids	
v).	Date and time for opening of Tender / technical bid.	
vi)	Address of communication	Asstt. Inspector General (Prov) Special Protection Group, 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 bid) are invited from interested manufacturers/authorised/exclusive representative/ under joint venture arrangement firms/authorised distributors of OEMs fulfilling the terms and conditions set forth in the tender document.
- (C) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses 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. Late submission of documents will not be accepted in any case.

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 :-

(i)	The bidder should be a registered firm/manufacturer /authorised dealer/distributor/sub-dealer or a company registered under the Companies Act, 1956 or registered with various taxation authorities. <i>Copies of the certificates must be uploaded with Technical bid.</i>
(ii)	The bidder should have an average annual turnover of at least ₹10.00 Lakhs during the preceding three financial years each. In support of their claim, the bidder must upload audited annual accounts for last 3 years.
(iii)	The bidder should have executed with Govt./PSU/Autonomous body supply orders aggregating ₹ 10.00 lakh with at least one supply order of ₹5.00 Lakhs for RO plant in last three years. Copies of supply order clearly indicating value of orders should be uploaded.
(iv)	Authorisation of the OEM must be submitted by authorized dealer/distributor/sub-dealer quoting on behalf of their OEM.

3. Terms & Conditions of the Tender

(1)	Earnest Money Deposit (EMD) : The Bidders are to deposit an amount of ₹26,000/- (Rupees Twenty Six Thousand Only) in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque drawn in favour of "Director of Accounts Cabinet Secretariat, Special Wing, SPG" payable at New Delhi, towards the EMD along with the tender. Earnest Money should reach to Office of 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. <u>The EMD validity should remain valid for a period of...45. days beyond the final bid validity period.</u> The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit performance security as requested in terms of para 3(4). The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. <u>Firms who are registered with NSIC/MSME or start-ups recognized by DIPP irrespective of the stores for which they are registered, are exempted from payment of EMD.</u> Such tenderer must submit a copy of registration with the start-ups recognition from DIPP with e-bid.
(2)	Cost of stores and CAMC rates may be quoted in the excel sheet in the same annexure under commercial bid. (as per Annexure "VI")
(3)	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, Special 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-III. If the successful tenderer fails to submit performance security within the prescribed time, its EMD will be forfeited.
(4)	Validity of Offer : Offer should be valid for at least six months from the date of opening of technical bid.
(5)	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.
(6)	Evaluation of Price bid :L-1 will be decided by taking into account the total cost of the equipment after loading all duties, taxes i.e. for destination cost and CAMC charges for five years. The quoted prices pertaining to CAMC in future years are to be discounted (DCF technique) to the net present value as appropriate for comparing the tender on an equitable basis.
(7)	Place of Delivery : Prov Store, Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077.

(8)	Delivery Period : 05 Weeks from the date of issue of supply order/AT.
(9)	Pre-Delivery Inspection:- Pre-delivery inspection before acceptance will be done at the place of delivery.
(10)	Warranty: Warranty will be for One year from the date of installation of equipment. Total replacement is required against manufacturing defects.
(11)	CAMC : CAMC for five years, after warranty period, is required, for which rate be quoted in the excel format. CAMC will be regulated as per draft contract attached as Annexure.VI.
(12)	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, inter alia 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.
(13)	Dispatch 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.
(14)	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% contract value of delayed supplies/services.

15)	Franking Clause:
a)	<p><i>In the case of Acceptance of Goods:-</i></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>
b)	<p><i>In the case of Rejection of Goods:-</i></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>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>
(17)	<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>
(18)	<p>SPG reserves the right to reject any or all tenders without assigning any reason.</p>

(19)	Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.
(20)	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.
(21)	The firm should certify that the firm has not been blacklisted / debarred from any Govt organisation/PSU.
(22)	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, sought by the bidder on the Tender Document should be sent to AIG (Prov) in writing.
(23)	<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 will be notified in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders.</p>
(24)	The information to be submitted by the bidder should be as per the description given in this document.
(25)	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.
(26)	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.
(27)	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.

28)	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.
(29)	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.
(30)	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.
(31)	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.

(32)	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.
(33)	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.
(34)	Other terms & Conditions : <ul style="list-style-type: none">a) Repairs during and after warranty period should be available in Delhi. If major repairs are to be undertaken, time limit of one day should be adhered tob) Essential spares should be available in Delhi and product should be supported for spares till its operational life. Certificate to this effect must be provided by the manufacturer/ representative in writing with technical bid.c) All deliverables, i.e. all accessories, tools required for the maintenance of the system may be provided with each unit at the time of final supply.

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 (Annexure-"V")</p> <p>"TECHNICAL BID" must 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>OEM technical brochure / literature of the equipment must be submitted alongwith the technical bid.</p>
	<p>Commercial Bid</p> <p>"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.14/26/13/0/Prov/2019/22215-..... dated/01/2020 for supply of “ “ Two commercial 1000 LPH DMF, Ultra violet system and potassium hydrogen dosing water RO plants and CAMC for five years 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

DATED:

Stamp/seal of the firm/company

:- 11 :-

COMPLIANCE STATEMENT/CHECK LIST OF TENDER ENQUIRY ISSUED IN THE PROCUREMENT OF TWO COMMERCIAL 1000 LPH DMF, ULTRA VIOLET SYSTEM AND POTASSIUM HYDROGEN DOSING WATER RO PLANTS, ITS INSTALLATION WITH COMPLETE FITTINGS AND SS TANK STORAGE SYSTEM AND CAMC FOR FIVE YEARS AFTER WARRANTY PERIOD THROUGH E-TENDER.

S/n	Tender Enquiry clause	Reply of the firm
i)	The bidder should be a registered firm/manufacturer/authorised distributor/ dealers/concern or a company registered under the Companies Act, 1956 or registered with taxation authority for various type of taxes proposed to be charged under this Tender. Copies of the certificates have been furnished with online Two Bid System, or otherwise.	
ii)	The bidder should have an average annual turnover of at least ₹10.00 Lakhs during the preceding three financial years each. In support of their claim, the bidder has furnished audited annual accounts for last 3 years or a certificate from its chartered accountant, or otherwise.	
iii)	The bidder should have executed with Govt./PSU/Autonomous body at least one supply order worth ₹5.60 lakh or two supply orders of at least ₹3.00 Lakhs for RO plant in last three years. Copies of supply order clearly indicating value of orders have been uploaded or otherwise.	
iv)	Earnest Money Deposit (EMD) : The Bidder has submitted the scanned copy of EMD for ₹26,000/- (Rupees Twenty Six Thousand Only) in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque drawn in favour of “Director of Accounts Cabinet Secretariat, or otherwise.	
v)	The bidder has quoted the cost of stores and CAMC rates in the excel sheet in the same annexure under commercial bid. (as per Annexure “VI”), or otherwise.	
vi)	Whether the offer of the bidder is valid for at least six months from the date of opening of techno commercial bid, or otherwise.	
vii)	The bidder is agreed for pre-delivery inspection before acceptance at the place of delivery, or otherwise.	
viii)	The bidder has offered the warranty for One year from the date of installation of equipment and total replacement against manufacturing defects, or otherwise.	
ix)	The firm has certified that it has not been blacklisted/debarred from any Govt organisation/PSU, or otherwise.	
x)	The bidder has the facility to repair the equipment during and after warranty period in Delhi, or otherwise.	
xi)	Essential spares are available in Delhi or otherwise. The bidder has provided the certificate to this effect or otherwise.	
xii)	Whether the conditions of draft CAMC (Annexure-VII) is agreed to.	

Place :-
Date :-

Signature of the Tenderer
Stamp/Seal of the firm/company

(a) TECHNICAL BID

Technical bid evaluation will be done as under:-

(i)	Opening :- Since the tender is called under Two-bid system, Technical Bids of those firms who fulfil the criteria 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 it's 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.
(ii)	Evaluation : The Technical Evaluation

(b) COMMERCIAL BID

Commercial bid evaluation will be done as under:-

(i)	Opening :- The Commercial Bid 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.
(ii)	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 Director of Accounts,
Cabinet Secretariat,
Special wing, SPG,
East Block-IX,
Level-V, R.K. Puram,
New Delhi.

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

Specifications of Equipment/stores

1000 LPH DMF + RO System + UV System + Potassium Hydrogen Dosing system with pump with external fittings	02 Nos
1. Product – 1000 LPH DMF + RO System + Potassium Hydrogen dosing system with pump	
2. Raw water tank to RO and miscellaneous pipe and fitting.	
3. Shed for RO Plant and base platform (10 x 8) with all side walls.	
4. Purified water SS tanks 5000 Ltr capacity.	
5. Raw water storage tank 5000 Ltr capacity.	
6. Fitting RO Storage tank 5000 Ltr.	
7. Dispense system for rejected water.	
8. Firm should have ESI Certificate and PF Certificate.	

ANNEXURE-VI..PRICE DETAILS

S.No.	Name of Equipment/Stores	Basic price	GST/ Taxes	Qty	Total Cost	
(1)	(2)	(3)	(4)	(5)	(6)	

DETAILS OF CAMC CHARGES (FOR FIVE YEARS)

S.No.	Year	Basic CAMC Charges (for single unit)	GST/Taxes	Quantity	Total Cost	
(1)	(2)	(3)	(4)	(5)	(6)	
1	1 st					
2	2nd					
3	3rd					
4	4th					
5	5th					

Note :- L-1 will be decided taking into account the cost of store and CAMC rates.

AGREEMENT

This agreement made this _____ day of _____, 2020 between the President of India represented by the Director, SPG Cabinet Secretariat, hereinafter referred to as the Government (which expression shall include his permitted assignee) on the part and Shri/Smt _____ of M/s _____,

_____ hereafter referred to as the Contractor (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrations and legal representatives) on the other part.

WHEREAS the Government has called for open tenders for two commercial 1000 LPH, Ultra violet system and potassium hydrogen dosing water RO plants, its installation with complete fittings, SS Tank storage system and CAMC for five years after warranty period of the equipments vide letter No. _____ dated _____ in the office of Director, Special Protection Group (Cabinet Secretariat) on e-procurement mode.

NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS

1. All the rates, terms and conditions of this agreement will be applicable for a period of five years from _____ to _____ and can be extended for further period on written consent and acceptance by both the parties.

2. The R O Systems shall be serviced, installed and maintained in 100% serviceable condition at all hours during the period of contract and TDS Level of output water of R O System must be maintained as prescribed by concerned authority at all times.

3. The contractor shall be paid maintenance charges at the following rates for the R O Systems as shown against each for the period of contract:-

Sl No	Year	Basic CAMC Rate per unit (excluding taxes)
i.	1 st Year	
ii.	2 nd year	
iii.	3 rd year	
iv.	4 th year	
v.	5 th year	

4. The service contract stipulates comprehensive maintenance of the R.O. Systems of Special Protection Group and it covers the following:-

- i) Preventive maintenance
- ii) Breakdown maintenance
- iii) Replacement of all defective components and parts free of cost during the period.

Preventive Maintenance

Preventive maintenance of the R.O. Systems which include all types of repair with fittings of spare parts will invariably be carried out once a month. A service history sheet shall be maintained by the firm and it will be sent to Assistant Inspector General (Prov), SPG at the end of each month.

Breakdown Maintenance

The firm shall ensure that the reported breakdown is attended to and the machine is made functional immediately within six working hours of receipt of calls.

Replacement of Parts

The maintenance contract is comprehensive and covers repair/replacement of all the parts, sub-assemblies/components of R.O. Systems. Only genuine spare parts with BIS marking/OEM will be used as replacement. Filters may be cleaned every month and change in every quarter and also change the membrane as and when required.

5. Liquidated damages

In case the firm does not respond within the stipulated time and fails to make the machine functional, a fine at the following rates will be levied on the firm:-

Failure to attend the break down maintenance as stipulated in Para -4 will carry a fine of ₹100/- per day per RO for first seven days and thereafter fine will be enhanced to ₹150/- per day, subject to the ceiling of 10% of the total CAMC value of the equipment for the relevant period.

6. Standby Machine

The firm shall provide standby R.O. machines, if repair of any machine is delayed by more than 12 working hours due to non-availability of spare parts or any unforeseen reasons.

7. Transportation

If any R.O. Machine is required to be taken to the workshop by the firm for repair, no transportation charges shall be paid by SPG. The firm shall arrange its own transportation.

8. Payment

Payment of CAMC charges will be made to the firm yearly in two instalments. 50% after 6 months of commencement of the CAMC subject to carrying out repair and maintenance satisfactorily and obtaining satisfactory certificate from the user branch of SPG and balance 50% after satisfactory completion of CAMC and handing over all the machines in perfect running condition, and obtaining satisfactory service certificate from the user branch.

Payment will be made after making tax deductions at Source, wherever applicable. The firm shall reflect TAN/PAN/Service Tax number on the invoice/bills.

9. Termination of Contract

In case of revocation, non-compliance with the terms and conditions of the contract or unilateral withdrawal or non-fulfilment of contractual obligations, advance payment made if any will be proportionately recovered in addition to forfeiture of PBG and other action in terms of tender. However, Director, SPG reserves the right to terminate the contract at any time if the work of the firm is not found satisfactory or assigning any reason thereof.

10. Performance Security :

The firm shall have to deposit performance security of ₹ (.....), equivalent to 10% of total contract value including taxes in the form of Demand Draft/FDR/Bank Guarantee in favour of Director of Accounts, Cabinet Secretariat, (Special Wing), SPG, New Delhi within 30 days of award of contract, which should be valid for the period of 5 years plus 60 days and will be retained by SPG as security deposit upto 60 days of successful completion of the contract. In case of performance security in the form of BG, it is to be submitted by the bidder in the form at "Annexure -A".

11. Injury/ Loss

SPG shall not be responsible for any injury/loss if it is caused to the representative(s) of the firm during the course of repair/maintenance of the machine.

12. Sub-Letting of Contract

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of firm contravening this condition, action will be taken as per rules, including cancellation of contract, forfeiture of security deposit and blacklisting/debarring etc.

13. No Extra Payment

As it is full and comprehensive AMC, no extra payment towards any other repair/services will be entertained by the SPG.

14. Skilled Worker:

Firm should deploy the skilled worker for maintenance and repair of the R O systems.

15. Force majeure

- i) 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.
- ii) Force majeure shall mean the events beyond the control of either party i.e Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc.
- iii) The obligations of the parties shall be deemed to be suspended during the continuance of Force Majeure Event and the said period shall not be considered as delay with respect to the period of contract.

16. 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, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

17. Arbitration

Sole Arbitrator will be appointed by SPG in terms of Indian Arbitration and Conciliation Act 1996. Place of Arbitration will be at Delhi, India.

Signed for and on behalf of Firm

Asstt. Inspector General (Prov)
Or and on the behalf of Director, SPG

Signature & Seal:
Name: