

**REQUEST FOR PROPOSAL FOR  
PROCUREMENT OF SECURITY EQUIPMENTS**

**(Tender Enquiry)**

**Request for Proposal (RFP) No. 07/ 2015-16**

**No. A/48932/Security Equipment/CAO/MP-III**

Government of India

Ministry of Defence

O/o JS(Trg) & CAO

E-Block, Dalhausie Road,

New Delhi – 110011

Dated : 14 Aug 2015

1. The JS(Trg) & Chief Administrative Officer, Ministry of Defence, New Delhi, for and on behalf of the President of India, herein after called the "Government" invites Bid in sealed cover on **Two-Bid system** for **PROCUREMENT OF SECURITY EQUIPMENTS** from Indian Bidders.

2. General information about the tender is as follows:-

- |     |  |   |  |
|-----|--|---|--|
| (a) | Bids/queries to be addressed to                        | : | JS(Trg) & CAO,<br>Min of Def, E-Block,<br>New Delhi-110011                           |
| (b) | Postal Address for sending the Bids                    | : | Dy Director/MM-II<br>O/o JS (Trg) & CAO<br>Room No.55, E-Block<br>New Delhi – 110011 |
| (c) | Name/designation of contact personnel                  | : | Shri P S Sisodiya,<br>Dy Director/MM-II  |
| (d) | Telephone No.  | : | 011- 2301 4698   |
| (e) | Fax Number   | : | 011- 2301 4693   |
| (f) | Date and Time of Pre-bid meeting                       | : | <b><u>01 Sep 2015 at 1500 Hrs</u></b>  |
| (g) | Last Date and Time for receipt of tenders              | : | <b><u>18 Sep 2015 upto 1500 Hrs</u></b>  |
| (h) | Date and Time of opening of tenders                    | : | <b><u>18 Sep 2015 at 1530 Hrs</u></b>  |
| (j) | Date and Time for checking of Machines<br>for buy back | : | <b><u>04 Sep 2015 from<br/>1000 Hrs to 1500 Hrs</u></b>                              |

3. This RFP is divided into five Parts as follows:-

(a) **Part I** – Contains **General Information and Instructions** for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains **essential details of the items/services** required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

- (c) **Part III** – Contains **Standard Conditions of RFP**, which will form part of the Supply Order with the successful Bidder.
- (d) **Part IV** – Contains **Special Conditions applicable to this RFP** and which will also form part of the Supply Order with the successful Bidder.
- (e) **Part V** – Contains **Evaluation Criteria and Format for Price Bids**.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

sd/-  
(Pankaj Singh Sisodiya)  
Dy Dir/MM-II  
for JS(Trg) & CAO

## **PART I- GENERAL INFORMATION**

1. **Last date and time for depositing the Bids : 18 Sep 2015 upto 1500 Hrs**  
The sealed Bids (both technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as PROCUREMENT OF SECURITY EQUIPMENTS or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids: 18 Sep 2015 at 1530 Hrs** (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box:** Reception Office, O/o JS(Trg) & CAO, E Block, Dalhousie Road, New Delhi-110011. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Conference Hall, O/o JS(Trg) & CAO, 'E' Block, New Delhi-110011. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc. and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the

purchaser not later than the deadline submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids** The Bids should remain valid till 04 Months from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the Supply Order. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the Supply Order. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

## PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of items/services required is as follow :-

Sl. No	Items	Qty
01.	Door Frame Metal Detector (DFMD)	34
02.	Hand Held Metal Detector (HHMD)	34
03.	Search Light	37
04.	Road Barrier	10
05.	Vehicle Search Mirror	14
06.	Security Board written with "You are under CCTV Surveillance"	60
07.	Security Board written with " No Parking"	50
08.	X-ray Baggage Machines	33

2. **Technical Details:**

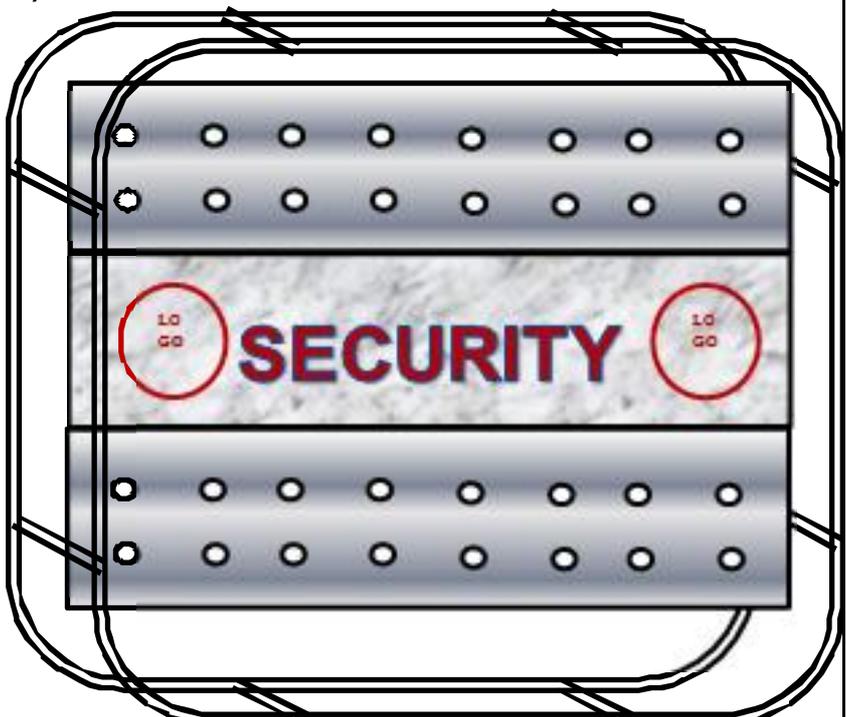
- (a) **Specifications/drawings, as applicable**

Sl. No	Name of the equipment	Specifications
1.	<b>Door Frame Metal Detector (DFMD)</b>	<p><b>Principal of Operation:</b> Microprocessor Based Operation, Digitally Controlled, Pulse Induction with Very Low Frequency(VLF).</p> <p><b>Dimensions:</b> Net Passage clearance be minimum 0.76 m wide &amp; 2.0 m high.</p> <p><b>Frame:</b> Rugged structure , Not susceptible to false alarms due to mechanical vibration. UV Stabilized ABS plastic/FRP Side panels only.</p> <p><b>Power:</b> Operable on both A/C main supply and battery supply                      (i) Operating voltage : Mains 230 V ± 10% 50 Hz.                      (ii) Battery operated from and provided with 12V SMF battery of suitable capacity to give at least 4 hours of operation .                      (iii) Battery indicator should illuminate continuously if the battery voltage drops to 10.5V DC. Should Flash with alarm at 9.5V. Should automatically shut down the DFMD to prevent battery from deep discharge.</p> <p><b>Zones :</b> Should have minimum 9 overlapping detector zones in DFMD</p> <p><b>Search Coil :</b> Multi-loop search coils housed in two side panels only.</p> <p><b>Control :</b> Control panel should be built inside the frame on the top with all the operating controls built in. It should have plug –in card system for easy maintenance</p> <p><b>Control Unit Display Panel :</b>                      * The DFMD Panel should have digitally controlled membrane touch button pads for selection &amp; programming of the system</p>

	<p>* <u>LCD</u> : Should have 4 lines Backlight LCD , which should display the security level settings, traffic counters etc.</p> <p>* <u>Metal Locator Display</u> : There should be Alarm LED's on Control panel on a symbolic body showing the alarm zone . This would display whether the point of detection is in the right / left / center of the body at the corresponding height level .</p> <p>* <u>Metal Intensity Level Indicator</u> : There should be LED's on the display panel for graphical indication of the detection level of metal. The size of threat level shall be indicated by the colour of the LED's . More threat will make the RED LED's glow. This display should operate only when the Infra Red beam is broken when a person passes through the detector.</p> <p>* <u>Battery indicator</u> : The control panel should also have battery indicator.</p> <p>* <u>Traffic Light status indicator</u> : An LED indicating Green / Red status of the traffic light should be installed on the (a) control unit display panel (b) Top of both side panels on the exit side of the metal detector</p> <p><b><u>Operation &amp; Control</u></b> :</p> <p>(a) Easy programming / monitoring with LCD display</p> <p>(b) <u>Auto Tuning/ Auto Calibration</u> : As the system is switched ON, it should auto-tune within 5 seconds , indicated by test tone and as soon as the unit is auto-tuned, the test tone should stop.</p> <p>(c) <u>Security / Sensitivity Level</u> : Should have atleast 20 separate Security Levels for easy understanding and operations by the user. The sensitivity of atleast 18 security levels should have provision for further adjustable to fine steps .</p> <p>(d) <u>Alarm Volume Adjustment</u> : The control unit display panel should have option of selecting from minimum 10 separate alarm volume and tones .</p> <p>(e) While in operation, the LCD should always display the IN and OUT counters separately , along with the Security level .</p> <p>(f) <u>Automatic Display of failure code on LCD</u> : If the DFMD fails to program / detect / auto tune / etc, the LCD should display the failure Code. The details of failure code should be mentioned in the operational &amp; installation menu and should be supplied along with every unit to the purchaser.</p> <p>(g) The control unit display panel should have option of setting the DFMD at "factory default settings". The details of factory settings of various features should also be mentioned in the operational &amp; installation menu.</p> <p>(h) The equipment should have integrated high-tech filter circuitry which eliminates magnetic &amp; electrical interferences . Environmental magnetic noise level detection display on LCD screen</p> <p><b><u>Detection:</u></b></p> <p>(a) Capable to detect all Metals, Zinc &amp; Metal Alloys</p>
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		<p>using single detection programme. Should be able to detect ferrous / non-ferrous metals at any location. Testing as per (NILECJ-0601 L1-5)</p> <p>(b) Continuous active detection capability – quick reset after each detection. Should allow minimum 30 persons per minute to pass through MZDFMD.</p> <p>(c) Uniform sensitivity throughout the door frame. Error Free reliable operation for various objects speeds (slow walk speed).</p> <p>(d) Minimum Nine zones, all overlapping zones : Left Top, Center Top, Right Top, Left Middle, Center middle, Right middle, Left bottom, Center bottom, Right bottom.</p> <p><b><u>Security / Locking:</u></b> The DFMD settings should be locked through 4 digit protected password and Mechanical lock.</p> <p><b><u>Multi-Point Detection Indicator Lights on exit side of both side panels:-</u></b></p> <p>(a) They should comprise of bright Red LED's, located on the exit side of both side panels of MZDFMD.</p> <p>(b) They should illuminate warnings at side panels in form of : Right, Left, Top, Middle and Bottom indicating region of detected metal .</p> <p>(c) Metal on right side of body should be indicated by illumination of detector Lights on the right panel , left side on left panel , and metal in the center of the body should be indicated by illumination of detector lights of both the panels. The lights should illuminate to the corresponding height level in all the cases.</p> <p><b><u>Alarm Sound :</u></b> Every metal detection should also be accompanied with audio alarm sound ( if option activated through control panel )</p> <p><b><u>Traffic Lights :</u></b></p> <p>(a) The unit should have Red and Green LED illuminated traffic lights installed on the front side of both the side panels .</p> <p>(b) The traffic lights should go Red when DFMD is doing detection . The unit should quickly reset on clearance of the detection body and show green illumination for next detection.</p> <p>(c) For security officer to ensure that no person passes from the walkthrough when previous detection is under process. , it should have LED(s) indicating Green / Red status of the traffic light installed on the i.) control unit display panel . ii ) On top &amp; bottom of exit side of both side panel</p> <p><b><u>Traffic Counters :</u></b></p> <p>(a) The unit should have Intelligent 5 digit traffic Counter display on LCD.</p> <p>(b) Should show separately IN and OUT counter.</p> <p>(c) The counters should have provision for selection of visible / invisible mode.</p> <p><b><u>Sensitivity:</u></b></p> <p>(a) Individual zone sensitivity settings for all 9 overlapping</p>
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		<p>zones.</p> <p>(b) Overall zone sensitivity adjustment.</p> <p>(c) 20 different adjustable sensitivity levels.</p> <p><b>Safety:</b></p> <p>(a) Health certificates – “Safe for wearers of pacemakers and pregnant women”.</p> <p>(b) No effect of magnetic tape.</p> <p># Every equipment should have provision for remote programming through RS232 port as programming through cable (Optional Software)</p> <p># Door frame metal detector must be CE certified.</p> <p># Every Equipment should have provision for relay outputs for recording CCTV, controlling turnstiles, etc. on Alarms embedded in the side panels.</p> <p># <b>Warranty : Equipment must bear at least 18 months warranty</b></p>
2.	<b>Hand Held Metal Detector (HHMD)</b>	<p>*HHMD should not be more than 365mm in length and width should not be more than 60mm. Height should not be more than 35mm. Weight should be maximum 265 gms including battery.</p> <p>*HHMD shall be <b>CE CERTIFIED</b>. (necessary certificate to be enclosed)</p> <p>* Sensitivity: Target size down to 0.1 gms</p> <p>*Operating Temperature : -20<sup>0</sup>C to +50<sup>0</sup>C</p> <p>*Storage Temperature : -20<sup>0</sup>C to + 60<sup>0</sup>C</p> <p>* Protection of unit against environmental conditions and waterproofing to IP64 (IEC 529). Should work in humidity up to min 98%.</p> <p>* HHMD should be medically tested and approved – No risk to persons with pacemakers.</p> <p>* HHMD should detect 0.38 cal. Bullet from a distance of at least 6cm, Razor blade from 7 cm, Book staple from 1cm, Small 0.25 cal. Pistol from 12 cm &amp; 3 inch stainless steel lock knife from 10cm.</p> <p>* The HHMD should have constant monitoring of battery condition. It shall provide continuous alarm signals audio/visual LED signal when battery is almost exhausted.</p> <p>* The HHMD should operate on 9V alkaline disposable batteries. The operating time with a single 9V Alkaline battery shall be minimum 100 hours continuous at +25<sup>0</sup>C.</p> <p>* The HHMD should have alarm indication facility by High Intensity LED and piezo sounder.</p> <p>* Speed of detection: Ultra Fast; ‘Detect-alarm-Reset’ ready for another target-0.1 second.</p> <p>* On/Off operation of the detector shall be by means of momentary pushbutton switch</p> <p>* Battery inserted “cartridge” style – no wires or connectors for greater reliability. No false alarms.</p> <p>* Size of target indication: At constant sweep speed: short digital pulse = small target. Long pulse = large target.</p> <p>* Instant response to all metals.</p> <p>* Non-interference to magnetic recorded material.</p>

		<b>Warranty : Equipment must bear at least 18 months warranty</b>
3.	<b>Search Light</b>	<ul style="list-style-type: none"> <li>• Beam: Halogen Light Beam minimum 55 Watt</li> <li>• Backup: At least 60 Minutes Constant use at full light.</li> <li>• Battery: Internal 12V/7AH Lead Acid</li> <li>• Charger: Internal SMPS battery Charger for 90 to 270 Volt operation.</li> <li>• Body: Rugged weather Resistant ABS Construction.</li> </ul> <p>•<b>Warranty: Equipment must bear at least 18 months warranty</b></p>
4.	<b>Road Barrier</b>	<p>Road Barrier made up of Stainless Steel Grade 304(Rust Free) with Roller.</p>  <p>Length of Pipe: 78"  Breadth: 52"  Diameter of the SS Pipe: 2"  Fitted in it SS Plate having Length: 74", Breadth: 46"  Marking of Road Barrier made of Stainless Steel with radium letters of size 10" both side of Marking of Road Barrier "SECURITY" and also at one end Emblem of DSC Both Side (As per Drawing attached).</p> <p><b>Warranty : Equipment must bear at least 12 months warranty</b></p>
5	<b>Vehicle Search Mirror</b>	Under Vehicle Search Mirror Trolley with Torch Size : 2 ½ ft x 1 ft
6.	<b>Security Board written with "You are under CCTV Surveillance"</b>	32" x 20" (ASP Sheet ) With Radium Reflecting letter <b>Written: YOU ARE UNDER CCTV SURVEILLANCE</b> on reflective radium vinyl board supported all around with SS/Al Strip Having Border with ½" Radium Strip
7.	<b>Security</b>	ASP Steel Parking Board with Stainless Steel Pole and all

	<b>Board written with “ No Parking”</b>	round supported by SS/Al Strip base plate <b>Written: NO PARKING</b> (in vinyl Radium Reflecting letters) & the board with base ½” with red colored Radius Strip. <b>Size – 24” X 18” letter, supporting Pole height - 4’ 6”, Pole Diameter- 1.5”, Base - 12” round.</b>
8	<b>X-ray Baggage Machine</b>	<ul style="list-style-type: none"> <li>* Tunnel Size of minimum dimension 65 cm Width x 50 cm Height</li> <li>* Conveyor Belt Speed should be between 0.18 and 0.3 meter per second. Conveyor movement bi-directional</li> <li>* All machines should operate on 230 V AC, 50 Hz power supply and should be able to withstand voltage fluctuations in the range of 170 V to 260 V, Single Phase, 3 to 5 Amp</li> <li>* Conveyor Capacity 150 Kg or more</li> <li>* X-Ray generator orientation to be vertically upward.</li> <li>* X-Ray Voltage 150KV to 160 KV, Tube Current 0.7mA.</li> <li>* Maximum leakage radiation should be less than 0.1 mR/hr in contact with the outer panels.</li> <li>* The operating temperature should be 0°C to +40°C</li> <li>* Storage Temp. should be –20° C to +50° C</li> <li>* Humidity 90% Non-Condensing</li> <li>* Wire Resolution: The machine should be able to display single un-insulated tinned copper wire of 38 SWG minimum. All Penetration and resolution condition should be met without pressing any functional key and should be online</li> <li>* Penetration should not be less than 30 mm thickness of steel (Guaranteed) or more.</li> <li>* Continuous electronic zoom facility should be available to magnify the chosen area of an image Eight upto 32X or more. Image features shall be keyboard controllable.</li> <li>* Video Display: 19" LCD Monitor or SVGA High Resolution, low radiation flicker free , Resolution atleast 1280 x 1024 , 24 bit color real time processing</li> <li>* The machine should have features of multi-energy X-ray imaging facility where materials of different atomic number will be displayed in different colors to distinguish between organic or inorganic materials and with this method to distinguish high density organic materials including explosives. Machine should have variable color or materials stripping to facilitate the operator to monitor images of organic materials of scrutiny. All suspicious items (Explosive, High Density Material, Narcotics) should be displayed in one mode and that should be online. Minimum 6 colour Multi Energy Imaging plus grey scales (black &amp; white).</li> <li>* Radiation Safety: The machine must comply with requirements of Health and safety regulations with regard to mechanical, electrical hazards. Before installation of the machine the supplier/ manufacturer should furnish relevant certificate from Atomic Energy Regulatory Board of India regarding radiation safety. The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray machine.</li> <li>* Film Safety: Guaranteed safety for high speed films upto</li> </ul>

		<p>ISO-1600. The machine should be film safe. In other words photographic films must not be damaged due to X-Ray Examination.</p> <ul style="list-style-type: none"> <li>*Facility for variable contrast must be incorporated to allow enhancement lighter and darker portion of the image.</li> <li>* The machine should be so designed so that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition. System must have configurable Image Processing Keys.</li> <li>* Full diagnostic built in test facility. All models should have software controlled diagnosis report facility and system should give print out if printer is connected.</li> <li>* All software features of machine should be online and password protected.</li> <li>* Auto Image Archiving (100000 - 150000 images).</li> <li>*Facility of image enhancement should be available.</li> <li>* Lead impregnated safety screen should be available on either sides of the tunnel. Idle roller provided at either ends of the tunnel to facilitate placing of baggage at input and output (0.5 mtr each).</li> <li>* All software features should be controlled from keyboard of machine only. Keyboard function should be user friendly. To enable/disable the features system should not be rebooted.</li> <li>* If the machine fails to penetrate a particular item then an alarm video and audio both should be generated to notify the operator.</li> <li>* The Threat Image Projection (TIP) system software to be incorporated in all X-Ray Machines.</li> <li>* Operational Training - operation staff has to be provided free training</li> <li>* One operating and service manual should be provided with each machine.</li> <li>* Processor : Intel I Core 5 Processor.</li> <li>* Built In UPS to protect Electronics and Computer. Servo Stabilizer for constant Voltage for entire unit.</li> <li>* Warranty atleast 18 months</li> </ul>
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**Note :-** The bidders are required to submit the data sheets containing technical details for Item No. 1, 2, 3 and 8 i.e. Door Frame Metal Detector, Hand Held Metal Detector, Search Light and X-ray Baggage Machines. Non submission of the data sheets of the aforesaid items may result in non-evaluation of technical bids.

(b) **Bid Form**

**TECHNICAL BID FORM**

1	Tender to be addressed to.	The President of India
2	Tender to be submitted to	JS (Trg)&CAO, Min of Def, E-Block, Dalhausie Road, New Delhi-110011.
3	Closing date and time for receipt of Tenders.	<b><u>18 Sep 2015 upto 1500 Hrs</u></b>
4	Date, time & place of opening of Tender	<b><u>18 Sep 2015 at 1530 hrs</u></b> in Conference Hall, O/o JS (Trg) & CAO, Min of Def, E- Block Hutments, Dalhausie Road, New Delhi-11
5	Annual Financial Turnover for last FY	Attached / Not attached
6	OEM/OEM Authorization Certificate	Attached / Not attached
7	VAT/Sales Tax Registration Certificate	Attached / Not attached
8	Authenticated copy of PAN	Enclosed / Not enclosed
9	Earnest Money Deposit	Rs. 15,00,000/- (Rupees Fifteen Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
10	Bank Solvency Certificate (issued not earlier than 01 Apr 15)	Attached / Not attached
11	Date Sheet of Items No. 01, 02, 03 and 08	Attached / Not attached
12	Conditions of contract contained in the Invitation to Tender and Instructions to the Tenderers and Notice Inviting Tender	<b>ACCEPTED</b>
13	Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid.	Accepted / Not Accepted
14	Compliance Statement as per para 4 of Part – II	Enclosed/ Not Enclosed.

Stamp of the Firm

Signature of Bidder \_\_\_\_\_  
Name in Block letters \_\_\_\_\_  
Capacity in which signed \_\_\_\_\_  
Date \_\_\_\_\_

3. **Eligibility Criteria:** The firm fulfilling the following eligibility criteria will be considered for opening of their Commercial Bids :-

(a) Annual financial turnover during last financial year, should not be less than Rs 01 Crore. Documentary evidence to this effect duly attested by CA should be submitted alongwith the Technical Bid.

(b) Bidder should be original equipment manufacturer or authorized by the OEM. OEM authorization should be enclosed in case of authorized vendor.

(c) Bidder must have valid VAT/Sales Tax Registration Certification. A copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Technical-Bid.

(d) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical –Bid.

(e) Bidders are required to submit Bank Solvency Certificate issued not earlier than 01 Apr 2015.

4. **Technical Bids** –Bidders are required to furnish clause by clause compliance of specifications in their Technical Bid bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid :-

Para of RFP specifications items-wise	Specification of item offered	Compliance to RFP specification- whether Yes/No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

5. **Delivery Period** – Delivery period for supply of items would be **16 weeks** from the effective date of Supply Order. Please note that Supply Order can be cancelled unilaterally by the Buyer in case items are not received within the Supply Ordered delivery period. Extension of Supply Ordered delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

6. **Consignee Details.** O/o JS(Trg) CAO, Ministry of Defence, New Delhi -110011.

### **PART III- STANDARD CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Supply Order shall be considered and made in accordance with the law of the Republic of India. The Supply Order shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Supply Order:** The Supply Order shall come into effect on the date of its acknowledgment by the Bidder and shall remain valid until the completion of the obligations of the parties under the Supply Order. The deliveries and supplies and performance of the service shall commence from the effective date of the Supply Order.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Supply Order shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Supply Order or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of Arbitration is as per Forms DPM-7(for indigenous trade) / DPM-8 (for foreign supplies)/ DPM-9 (for PSUs) (Available in MoD website).
4. **Penalty for use of Undue influence :** The Bidder undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Supply Orders or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Supply Order or any other Supply Order with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Supply Order or any other Supply Order with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Supply Order and all or any other Supply Orders with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other Supply Order, shall render the Bidder to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission:** The Bidder confirms and declares to the Buyer that the Bidder is the original manufacturer of the stores/provider of the

services referred to in this Supply Order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the Supply Order to the Bidder; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Supply Order, the Bidder will be liable to refund that amount to the Buyer. The Bidder will also be debarred from entering into any supply Supply Order with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Supply Order either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the Buyer in terms of the Supply Order along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any Supply Orders concluded earlier with the Government of India.

6. **Access to Books of Accounts** : In case it is found to the satisfaction of the Buyer that the Bidder has engaged an Agent or paid commission or influenced any person to obtain the Supply Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Bidder, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Supply Order documents**: Except with the written consent of the Buyer / Bidder, other party shall not disclose the Supply Order or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages**: In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this Supply Order, the Buyer may, at his discretion, withhold any payment until the completion of the Supply Order. The BUYER may also deduct from the BIDDER as agreed liquidated damages to the sum of 0.5% of the Supply Order price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Supply Order**: The Buyer shall have the right to terminate this Supply Order in part or in full in any of the following cases:-

(a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

(b) The Bidder is declared bankrupt or becomes insolvent.

(c) The delivery of material is delayed due to causes of Force Majeure by more than (04 months).

(d) The Buyer has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this Supply Order and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices** : Any notice required or permitted by the Supply Order shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting**: The Bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Supply Order or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Supply Order or any part thereof.

12. **Patents and other Industrial Property Rights**: The prices stated in the present Supply Order shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Bidder shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Bidder shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments**: No provision of present Supply Order shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Supply Order and signed on behalf of both the parties and which expressly states to amend the present Supply Order.

14. **Taxes and Duties**

(a) **In respect of Foreign Bidders** : All taxes, duties, levies and charges which are to be paid for the delivery of goods, including advance samples, shall be paid by the parties under the present Supply Order in their respective countries.

(b) **In respect of Indigenous Bidders**

(i) **General**

1. If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

2. If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entreated after the opening of tenders.

3. If a Bidder choose to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

4. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

5. Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within Supply Order terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Bidder.

(ii) **Excise Duty**

1. Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

2. Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the Supply Order, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the Supply Order. In case of their

failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their outstanding bills against the Supply Order or any other pending Government Supply Order and that no disputes on this account would be raised by them.

3. The Bidder is also required to furnish to the Paying Authority the following certificates:

(a) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Bidder during three months immediately preceding the date of the claim covered by the relevant bill.

(b) Certificate as to whether refund have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications, if any.

(c) A Certificate along with the final payment bills of the Bidder to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Bidder by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(d) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Bidder after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Bidder to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Bidder's outstanding bill against that particular Supply Order or any other pending Government Supply Orders and that no dispute on this account would be raised by the Bidder.

4. Unless otherwise specifically agreed to in terms of the Supply Order, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the Supply Ordered stores taking place during the pendency of the Supply Order.

(iv) **Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the Supply Order.

(v) **Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Supply Orders are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Bidder should ensure that stores ordered against Supply Orders placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Bidder to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

## **PART IV- SPECIAL CONDITIONS OF RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICCI Bank Ltd. Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the Supply Order value within 30 days of signing of this Supply order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. **Option Clause**: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Payment Terms**: The payment will be made as per the following terms on production of the requisite documents:

100% payment against delivery and acceptance by the user except Door Frame Metal Detectors and X-Ray Baggage Machines for which 90% payment against delivery and acceptance by user and 10% after installation of the same.

4. **Advance Payments**: No advance payment(s) will be made.

5. **Paying Authority**:

a. **Indigenous Bidders**: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Bidder to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Bidder's bill
- ii. Ink signed copy of commercial invoice/Bidder's bill
- iii. Copy of Supply Order and Contract.
- iv. CRVs in duplicate
- v. Inspection note.
- vi. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- vii. Exemption certificate for Excise duty/ Customs duty, if applicable.
- viii. Guarantee / Warranty certificate.
- ix. Performance Bank guarantee /Indemnity bond where applicable.
- x. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/Supply Order).

- xi. Any other document / certificate that may be provided for in the Supply Order / Supply Order.
- xii. User Acceptance.
- xiii. Xerox copy of PBG.

6. **Force majeure:** Should any Force Majeure circumstances arise, each of the Supply Ordering party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within (30 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, Natural disaster or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for and, which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Supply Order. Format of this clause will be as per Form DPM-6(Available in MoD website).

7. **Buy Back Offer:** The purchase of new items will be adjusted/offset against buyback of items mentioned in **Appendix 'A'**. Bidders will formulate and submit their tenders accordingly. Interested Bidders can inspect the old goods to be traded through this transaction. Buyer reserves its right to trade or not to trade the old goods while purchasing the new ones and the Bidders are to frame their bids accordingly covering both the options. Details of the buy-back offer are as under:-

- (a) Details of Items for buy-back scheme: Provided in Appendix 'A' and further details may be provided during the site visit.
- (b) Place for Inspection of Old items: O/o JS (Trg) & CAO, Ministry of Defence, Dalhousie Road, New Delhi-110011 (Tele: 011-2301 4698).
- (c) Date & Timings for Inspection: **04 Sep 2015 from 1000 Hrs to 1500 Hrs**
- (d) Period of handing over old items to successful bidder: Within 15 days of placement of order.
- (e) Handling Charges and Transportation expenses to take out the old items will be on account of the successful bidder.

8. **Specification:** The Bidder guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modification by the Bidder before supply to the Buyer. The Bidder, in consultation with the buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 15 days of affecting such upgradation/alterations.

9. **Quality:** The quality of the stores delivered according to the present Supply Order shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Bidder's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such

modifications will be mutually agreed to. The Bidder confirms that the stores to be supplied under this Supply Order shall be new i.e. not manufactured before (Year of Supply Order).

10. **Inspection Authority:** The inspection will be carried out by duly constituted Inspection Committee. The mode of inspection will be Departmental.

11. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder :-

a. **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 Supply Order alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order”.

b. **In the case of Rejection of Goods** “ The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Supply Order.”

12. **Claims:** The following Claims clause will form part of the contract placed on successful Bidder :-

a. The claims may be presented either: (a) on quantity of the stores , where the quantity does not correspond to the quantity shown in the packing List/ Insufficiency in packing, or (b) on quality of the stores , where quality does not correspond to the quality mentioned in the Supply Order.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Bidder as per Form DPM-22 (Available in MoD website and can be given on request).

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the Bidder as per Form DPM-23 (Available in MoD website and can be given on request).

d. The description and quantity of the stores are to be furnished to the Bidder along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Bidder will settle the claims within 45 days from the date of the receipt of the claim at the Bidder's office, subject to acceptance of the claim by the Bidder. In case no response is received during this period the claim will be deemed to have been accepted.

e. The Bidder shall collect the defective or rejected goods from the location nominated by the Buyer and deliver the repaired or replaced goods at the same location under Bidder's arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Bidder or payment of claim amount by Bidder through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Buyer and without any certification/countersignature by the Bidder's representative stationed in India.

13. **Warranty-** The following Warranty will form part of the contract placed on the successful Bidder :-

Except as otherwise provided in the invitation tender, the Bidder hereby declares that the goods, stores articles sold/supplied to the Buyer under this Supply Order shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in Supply Order. The Bidder hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **18 months** from the date of delivery of the said goods stores/articles to the Buyer and that notwithstanding the fact that the Buyer may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 18 months the said goods stores/articles be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Buyer in that behalf shall be final and binding on the Bidder and the Buyer shall be entitled to call upon the Bidder to rectify the goods/stores/articles or such portion thereof as is found to be defective by the Buyer within a reasonable period, or such specified period as may be allowed by the Buyer in his discretion on application made thereof by the Bidder, and in such an event, the above period shall apply to the goods/stores/articles rectified from the date of rectification mentioned in warranty thereof, otherwise the Bidder shall pay to the Buyer such compensation as may arise by reason of the breach of the warranty therein contained.

14. **Annual Maintenance Contract :** The following AMC clause will form part of the contract placed on successful Bidder :-

(a) The Bidder would provide AMC for a period of **3 years** beyond warranty period which may be extended further on satisfactory performance basis for **Door Frame Metal Detectors, Hand Held Metal Detectors and X-Ray Baggage Machines**. The AMC services should cover the repair and maintenance of the equipment purchased under the Supply Order. Equipment which are not covered under the purview of the AMC should be separately listed by the Bidders. The AMC services would be provided in two distinct ways :-

(i) Preventive Maintenance Service: The Bidder will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional check-ups and minor adjustments/tuning as may be required.

(ii) Breakdown maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Bidder is to provide maintenance service to make the equipment/system serviceable.

(b) Response time: The response time of the Bidder should not exceed **72 hours** from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of **90% per year** is to be ensured. This amounts to total maximum downtime of **37 days** per year. Also unavailability should not exceed 3 days at one time. Required spares to attain this serviceability may be stored at site by the Bidder at his own cost. Total down time would be calculated at the end

of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) Technical Documentation: All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

(f) During the AMC period, the Bidder shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Bidder will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

(g) The Buyer reserves its right to terminate the maintenance Supply Order at any time without assigning any reason after giving a notice of 1 month. The Bidder will not be entitled to claim any compensation against such termination. However, while terminating the Supply Order, if any payment is due to the Bidder for maintenance services already performed in terms of the Supply Order, the same would be paid to it as per the Supply Order terms.

## **PART V- EVALUATION CRITERIA & PRICE BID ISSUE**

1. **Evaluation Criteria-** The broad guidelines for evaluation of Bids will be as follows:-
  - (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
  - (b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP for which bidders are required to enclose data sheet of item Nos. 1, 2, 3 and 8. Non-submission of data sheet may result in non-evaluation of technical bid. The price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.
  - (c) The Lowest Bid will be decided upon the lowest grand total price quoted by the particular Bidder as per the Price Format given at Para 2 below. In evaluation process, VAT/CST/Service Tax quoted by the Bidders will be taken into account for L-1 determination. The ultimate cost to the buyer will be deciding factor for ranking of bids.
  - (d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
  - (e) The Lowest Acceptable Bid will be considered further for placement of Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
  - (f) The bidders are required to quote the rates of annual maintenance contract for Door Frame Metal Detector, Hand Held Metal Detector and X-ray Baggage Machines without spares. The L-1 will be decided on the basis of total price offered for all the equipment including rates of AMC and buy back for X-ray Baggage Machines.

2. **Price Bid Format :** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

a. Basic cost of the item/items:

**Cost Details**

Sl. No	Description	Qty	Unit Cost including installation	Amount (a) x(b)	VAT/CST	Total (c) + (d)
		(a)	(b)	(c)	(d)	(e)
1.	Door Frame Metal Detector (DFMD)	34				
2.	Hand Held Metal Detector (HHMD)	34				
3.	Search Light	37				
4.	Road Barrier	10				
5.	Vehicle Search Mirror	14				
6.	Security Board written with "You are under CCTV Surveillance"	60				
7.	Security Board written with "No Parking"	50				
8.	X-ray Baggage Machines (XRBs)	33				
<b>(f)</b> Total Price offered for supply of all of the equipment						Rs.
<b>(g)</b> Annual AMC Charges after expiry of 18 months of warranty period						
Sl. No	Description	Qty	Cost of AMC per Unit	Amount (i) x(ii)	Taxes	Total (iii) + (iv)
		(i)	(ii)	(iii)	(iv)	(v)
1.	Door Frame Metal Detector (DFMD)	34				
2.	Hand Held Metal Detector (HHMD)	34				
3.	X-ray Baggage Machines (XRBs)	33				
<b>(h)</b> Total AMC Charges for 01 year						Rs.
<b>(j)</b> Total AMC Charges for 3 years i.e. {3 x (h)}						Rs.
<b>(k)</b> Grand Total i.e. {(f) + (j)}						Rs
<b>(l)</b> Price offered for one machine under Buy Back						Rs
<b>(m)</b> Total Buy Back Price {19 x (l)}						Rs
<b>(n) Grand Total {(k) – (m)}</b>						Rs

Signature of Bidder \_\_\_\_\_  
 Name in Block letter \_\_\_\_\_  
 Date \_\_\_\_\_  
 Capacity in which Signed \_\_\_\_\_

**Systems offered for Buy Back**

<b>S. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Buying Price (Unit Price)</b>	<b>Total Price</b>
01.	X-ray Baggage Machines Make: ECIL Rapiscan Ltd. Model: ECR-519	19 Nos.		

**Hindi Version Will Follow.**