



NATIONAL INVESTIGATION AGENCY
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS

**Invitation of Bids for Explosive Detection Equipments
at NIA HQ New Delhi**

Tender No.11/2018 Dated 05th Oct 2018

1. Seal Bids are invited on behalf of the President of India by Director General, NIA, New Delhi from the authorized re-sellers/dealer for procurement of explosive detection equipments as per technical specifications mentioned from **Appendix – A to F** attached with the tender documents for NIA HQ New Delhi. Please super scribe the above mentioned Title, Tender number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The Tender Processing Fee is Rs.1000/- (non-refundable).
2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender are given below -
 - a. Bids/queries to be addressed to: The SP (Admin)
 - b. Postal address for sending the Bids: NIA HQ, 1st Floor,
Opposite CGO Complex
Lodhi Road, New Delhi-110003
 - c. Name/designation of the contact person :Shri S N Pandey,
SP (Admin)
 - d. Telephone numbers of the contact personnel: 011-24368800
 - e. e-mail address of contact personnel: spadmin.nia@gov.in
 - f. Fax number: 011-24368801
3. This TENDER is divided into five Parts as follows:
Part I – Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, EMD etc.
Part II – Contains essential details of the services required, such as the Schedule of Requirements (SOR), Eligibility Criteria, contract/ Delivery Period etc.
Part III – Contains Standard Conditions of RFP, which shall form part of the Contract with the successful Bidder.
Part IV – Contains Special Conditions applicable to this Tender and which shall also form part of the contract with the successful Bidder.
Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This Tender 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 this Tender, should it become necessary at any stage.

Part I – General information

1. Last date and time for depositing the Bids:

31 Oct 2018 upto 1400 hrs

The sealed Bids should be submitted/reach by the due date and time. The responsibility to ensure timely submission of bids lies with the Bidder. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents by NIA.

2. Depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked for the tender or sent by registered post at the address given above so as to reach by the due date and time. Bids sent by FAX or e-mail will not be considered.

3. Time and date for opening of Bids:

31 Oct 2018 at 1600 hrs

(If due to any reasons, 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, Ground Floor, NIA HQ, Opposite CGO Complex, Lodhi Road, New Delhi

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, 6th Floor, Ground Floor, NIA HQ, Opposite CGO Complex, Lodhi Road, New Delhi



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 the Bidders present at the schedule date

and time. This event will not be postponed due to non-presence of representative (s) of any of the vendors.

6. Two-Envelop Bid System: In this case, only the Technical Bids to assess the eligibility would be opened at 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 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 complete registered & postal address, telephone/mobile Nos.& 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 07 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. 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.

9. Modification and Withdrawal 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. A bidder may, however, 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 which may be sent by hand/post and such signed confirmation should reach the Purchaser not later than the deadline for submission of bids.

10. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection of bid with forfeiture of EMD. Conditional tenders will be rejected.


11. Validity of Bids: The Bids should remain valid for 90 days from the last date of submission of the Bids.

12. Earnest Money Deposit:—Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.64,000/- (sixty four thousand) along with their bids in a separate sealed envelope super scribed "BID SECURITY

DEPOSIT". 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 in **favour of Pay & Accounts Officer, NIA, New Delhi**. EMD should remain valid for a period of sixty 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 30th day after the award of the contract. 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 contract. 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). However, they have to enclose valid a registration certificate (s) with the above organisation clearly mentioning the limit and validity etc. along with their tender in a separate sealed envelope super scribed "BID SECURITY DEPOSIT". The EMD will be forfeited if the bidder withdraws, amends, impairs or derogates from the tender in any respect within the validity period of their tender.

13. Misc.: A contractor shall not be permitted to tender for works in the concerned Division of NIA responsible for award and execution of contracts in which his near relative is posted as Gazetted Officers. He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in the NIA or in the Ministry of Home Affairs. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If however the contractor is registered in any other department, he shall be debarred from tendering in NIA for any breach of this condition.

NOTE: "Near relatives" is meant wife, husband, parents and grand-parents, children and grand-children, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

 No retired gazetted officer (Group-A) employed in NIA shall work as a contractor or employee of a contractor for a period of one year after his retirement/ voluntary retirement from government service without the previous permission of Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of Government of India as aforesaid, before submission of the tender or engagement in the contractor's service, as the case may be.

Tender document may be downloaded from website www.nia.nic.in or www.eprocurement.gov.in or may be obtained from the office of the SP (Admn), NIA, HQ, Delhi on payment of Rs.1000/- towards tender processing fee. Bidders who have downloaded the tender document from website may

submit the tender processing fee by DD in favour of PAO, NIA payable at New Delhi. Tender without EMD and Tender processing fee will not be considered.

All documents should be page numbered and self-attested by the authorized signatory.

Part II – Essential Details of Eligibility and Supply required

(A) Eligibility Criteria:

The Vendor must fulfil the following conditions and submit the documents:

- (i) Registration Certificate/ Certificate of incorporation of firm/partnership deed/affidavit regarding sole proprietorship as the case may be.
- (ii) A authorization letter from OEM regarding re-selling/supplying of explosive detection equipments should be submitted with the tender documents.
- (iii) TURNOVER: The turnover of the Bidder should be more than Rs. 50 Lacs (fifty Lakhs) each during the last three financial years starting from FY 2014-15 from business for supply of explosive detection equipments. Copy of Balance Sheet & Profit & Loss Statements to be submitted duly certified by CA as supporting evidence.
- (v) Copy of PAN Card of Proprietor or the firm as the case may be to be submitted alongwith ITRs for last three Assessment Year starting from 2015-16.
- (vi) Should give an undertaking or affidavit that the company/ firm/sole proprietor has not been black listed by any Court of Law or any Govt./ Central Autonomous bodies/ PSU and in future if such a blacklisting takes place the agency shall be liable to inform the NIA forthwith.
- (vii) Work Experience:-
The vendor should have satisfactorily completion certificate relating to the supply of the similar products during the last three years i.e. (upto 31 Dec 2017) in any CAPF/CPO/NSG/IB/SPG/State Police/Army Establishment/Reputed organizations of private sectors as per details given below:-
 - (a) One similar supply of the product not costing less than Rs.30 Lacs.

OR

- (b) Two similar supply of the product not costing less than Rs.15 lacs each

OR

- (c) Three similar supply of the product not costing less than Rs.10 lacs each

(Note : Similar supply means timely supply of the explosive detection equipments to the entire satisfaction of the department/organization.

Copies of supply orders and successful completion certificates issued by the clients are to be submitted alongwith technical bids as proof of the work experience.

- (viii) An undertaking on the letter head of the Firm/Company to the effect that "The Bidder has gone through all the Terms & Conditions of the Tender document & the same are acceptable to the Tenderer" should be attached.
- ix) A copy of the authorization by the Proprietor/Partners/Director(s) or by all the partners of the Agency (as the case may be) in case the Bid documents are signed & sealed by a authorized person.
- x) Should be registered for GST.
- xi) Tender Processing Fee by DD in favour of PAO NIA.
- xii) EMD as prescribed in tender document in favour of PAO NIA.
- xiii) An undertaking that he has not engaged any individual or firm to intercede, facilitate, officially or unofficially for award of this contract. He has not given or offered or promised to give, directly or indirectly, an gift, reward, commission, fee to any person or firm to acquire this contract.

(B) SUBMISSION OF BIDS:

Tender is in two parts.

- a) Technical Bid containing documents of general Nature establishing Eligibility Criteria as specified above. Each & every document in the Technical bid should be signed by the Proprietor/duly authorized partner or all the partners in case of a partnership firm or the authorized Director in case of a company; all these also need to be stamped by the seal of the agency on each page. The EMD should be kept in a separate Envelope super scribed as "EMD" and giving details of Tender Notice No., description of work and due date of opening on the cover and addressed to SP (Admin), NIA, New Delhi.
- b) Commercial Bid shall be submitted in format provided with the tender document. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to complete the BoQ/Price Bid in blue

colour ink with their respective financial quotes and other details (such as name of the bidder) and submit it.

NOTE: The contractor shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also source of his ability to bind the Contractor. The power of attorney or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the contractor, shall also be submitted alongwith the tender. NIA may reject outright any bid not supported by adequate proof of the signatory's authority.

(C) TIME ALLOWED

The items to be delivered and installed by the vendor within 45 days after placing the firm order.

The interested bidders are advised to visit and acquaint himself with the areas where the items are to be delivered and installed. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor/supplier has undertaken a visit to facilities and is aware of the all conditions prior to the submission of the tender documents. A prior appointment for visiting the site is essential. The visitor must have a proper ID proof and authorization letter from the firm for visiting the office premises.

Details of explosive detection equipments required

(i)	Explosive Detector	-	01 No
(ii)	DSMD (Mine Detector)	-	01 No
(iii)	Non Linear Junction Detector (NLJD)	-	01 No
(iv)	Search Light	-	02 Nos
(v)	Telescopic search mirror	-	02 Nos
(vi)	Prodder	-	02 Nos



Part III – Standard Conditions of RFP

1. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) or as mentioned in the contract document and shall remain valid until the completion of the obligations of the parties under the contract. The performance of the services shall commence from the effective date of the contract.

3. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to execution or performance, which cannot be settled amicably, may be resolved through arbitration. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996 (26 of 1996)** or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

4. Penalty for use of Undue influence: The Seller 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 Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or dis-favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller 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 contract and all or any other contracts with the Seller and recover from the Seller 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 Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller 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 contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. Agents / Agency Commission: The Seller confirms and declares to the Buyer that the Seller 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, for the award of the contract to the Seller; 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 Seller 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 Seller 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 contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract 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 contracts concluded earlier with the Government of India.

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

6. Non-disclosure of Contract documents: Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

7. Liquidated Damages: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents etc. as specified in this contract, the Buyer may, at his discretion, withhold any payment or part of payment until the completion of the contract. In case of delay in completion of work, penalty @ 0.5% of the contract value per week or part thereof will be deducted from the bill. Such penalty should, however, will not be exceeding 10% of the total contract value.

8. Termination of Contract: NIA shall have the right to terminate this Contract in part or in full in any of the following cases:-

- 
- (a) The delivery of stores is delayed due to causes of Force Majeure by more than 10 days from the schedule date of completion of work provided Force Majeure clause is included in contract.
 - (b) The delivery of the stores is delayed for causes not attributable to Force Majeure for more than 15 days after the schedule date of start.
 - (c) The Seller is declared bankrupt or becomes insolvent.
 - (d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.

9. **Notices:** Any notice required or permitted by the contract 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.
10. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
11. **Amendments:** No provision of present Contract 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 Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

12. **Taxes and Duties:**

1. Price quoted should be excluding the taxes/duties. The applicable taxes should be mentioned in the relevant column provided for the purpose. In case space provided for the Tax remain blank, it will be presumed that either no tax is payable or prices are inclusive of all taxes.
2. If a Bidder is exempted from payment of any duty/tax upto any value of services 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.
3. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be extended to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

4. In case any new tax or levy or cess is imposed by Statute, after the last date stipulated for the receipt of tender including extensions (if any), the seller shall inform the buyer in writing within 15 days of imposition/Notification of said tax and thereupon necessarily and properly pays such taxes/ levies/ cess, The seller shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the competent authority (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the seller. The seller shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government and shall also furnish such other information/ document as may require from time to time.

Note : - This part shall form part of the contract.


Part IV – Special Conditions

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 (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 15 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract period. Non fulfilment of the contract will attract action for forfeiture of performance guarantee.

- 2. Payment Terms–** The payment shall be made in the bank account of the contractor directly through e-payment mode. It is mandatory for the Bidders to provide their bank account numbers and other relevant details for *payment* so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through Cheque. No advance payment shall be made under any circumstances.

The Supplier shall submit the bills to the office of SP (Admn), NIA HQ, New Delhi with the following documents for verification and payment:

- 
- (i) Receipt / certificate from the authorised officer in the location for having received the material with quantity of each item in good condition or work have been completed successfully as the case may be.
 - (ii) Bills in triplicate should be sent later and the payment shall be released only after it is ensured that the items / quality of the items supplied are to the entire satisfaction of the department. If any item is found to be defective, or not of the desired quality etc., the same shall be replaced by the firm(s) immediately at their own

cost for which no extra payment shall be made. All statutory deductions (IT/GST etc.) shall be made at source at the time of payment to the contractor as per the provisions of the relevant Tax Act as applicable.

3. Risk & Expense clause:

- a) Should the services or any part thereof not be delivered within the time or times specified in the contract documents, or if poor / substandard items are provided, the Buyer shall after granting the Seller 05 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
- b) Should the item not delivered in accordance with the specifications / parameters provided by the SELLER during the contract period the BUYER shall be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as wholly cancelled for breach of contract, or to the extent of such default.
- c) In case of a material breach that was not remedied within 05 days after the date of notice given for that material breach, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to procure from any other source as he thinks fit, other items of the same or similar description to make good:-
 - I. Such default.
 - II. In the event of the contract being wholly determined the balance of the remaining items to be delivered there under.
- d) Any excess of the contract price, services procured from any other service provider as the case may be, over and above the contract price, price appropriate to such default or balance/ difference shall be recoverable from the SELLER. Such recoveries shall however, not exceed 10% of the value of the total contract."

4. WARRANTY OF QUALITY AND QUANTITY OF EQUIPMENTS

The following Warranty will form part of the contract placed on successful Bidder –

- i. The Seller warrants that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- ii. The Seller warrants for a period of 24 months from the date of acceptance of stores by Joint Receipt Inspection or date of installation and commissioning, whichever is later, that the goods/stores supplied

under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.

- iii. If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of 15 days of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- iv. The Seller also warrants that necessary service and repair back up during the warranty period of the equipment shall be provided by the Seller and he will ensure that the downtime is within 5 % of the warranty period.
- v. The Seller shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Buyer during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.

NOTE: If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5% of the warranty period, the complete equipment shall be replaced free of cost by the Seller within a stipulated period of 15 days of receipt of the notification from the Buyer. Warranty of the replaced equipment would start from the date of acceptance after Joint Inspection by the Buyer and Seller or the date of installation and commissioning whichever is later.

5. FORCE MAJEURE

5.1 Should any force majeure circumstances arise, each of the contracting parties be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs in a written form the other party.

5.2 Force Majeure shall mean fire, flood, natural disaster or other acts such as war, turmoil, sabotage, explosions, epidemics, quarantine restriction, strikes, lockouts beyond the control of either party.

6. Comprehensive Annual Maintenance Contract

The following AMC clause will form part of the contract placed on successful Bidder -

(a) The Seller would provide Comprehensive AMC for a period of 03 years. The CAMC services should cover the repair, maintenance and upgradation of all the equipment and systems purchased under the present Contract. The Buyer Furnished Equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways:

- i. **Preventive Maintenance Service:** The Seller 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/calibrations 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 Seller is to provide maintenance service to make the equipment/system serviceable.

(b) Response time: The response time of the Seller should not exceed 12 hours from the time the breakdown intimation is provided by the Buyer.

(c) Serviceability of 95% per year is to be ensured. This amounts to total maximum downtime of 18 days per year. Also un-serviceability should not exceed 03 days at one time. Required spares to attain this serviceability may be stored at site by the Seller at their own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD @ Rs.5000/- per day would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 03 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 Seller shall carry out all necessary servicing/repairs/upgradation 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 Seller 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 contract at anytime without assigning any reason after giving a notice of 01 month. The Seller will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

Note :- This part shall form part of the contract.

Part V – Evaluation of bids & Evaluation procedure

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 received by the stipulated date and time and fulfilling all the eligibility and qualifying requirements as mentioned in the tender document, both technically and commercially.
- (b) The technical Bids forwarded by the Bidders will be evaluated first by the Buyer with reference to the parameter mentioned in the tender documents. The Price Bids of only those Bidders will be opened whose Technical Bids would found compliant after the evaluation of eligible criteria.
- (c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given in the tender document.
- (d) Rates quoted by the seller in the price bid/format in figures and words shall be accurately filled in so that there shall not be any discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct.
- (e) If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
- (f) In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
- (g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations, if required, and as decided by the Buyer.

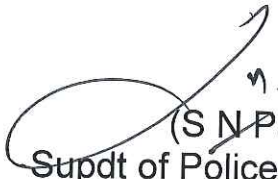
- (h) Please note that in case of cutting/overwriting and use of correction fluid is noticed, the bid will be rejected. The Tender documents submitted should be signed by the authorized signatory of the organization on each page of the documents which should also be serially numbered. Failure to do so will be treated as non-fulfillment of the tender conditions.
- (i) Any other criteria as applicable to suit a particular case.

EVALUATION PROCEDURE

Technical Evaluations of the Bids will be done by a duly constituted committee on the basis of Bid Documents submitted as mentioned Eligibility criteria and tender document. The committee constituted by the competent authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents are genuine and have been properly signed and whether the bids are generally in order. The committee shall determine the conformity of each bid w.r.t. the bidding documents. As regard to financial evaluation of the Bids, the Gross amount quoted by the bidder as per the Price Bid format will be assessed by the committee.

A team of Officers from NIA may visit the office/shops/establishment/factory of the Bidders for establishing their credibility & verification of submitted documents.

Conditional Tenders/Non-compliance of any of conditions, set in tender document shall render the bid to disqualification. Any deviation from the clauses hidden/ intentional/ unintentional shall be considered as contravention of the clauses of tender document and same shall also be grounds of rejection


(S N Pandey)
Supdt of Police (Adm)
NIA HQ New Delhi
Tele No.24368800
Email- spadmin.nia@gov.in

PRICE BID FORMAT

S/No	Description of Item	Qty.	Rate	Amount
1	Explosive Detector (As per technical specifications mentioned at Appendix-A)	01		
2	DSMD (Mine Detector) (As per technical specifications mentioned at Appendix-B)	01		
3	Non Linear Junction Detector (NLJD) (As per technical specifications mentioned at Appendix-C)	01		
4	Search Light (As per technical specifications mentioned at Appendix-D)	02		
5	Telescopic search mirror (As per technical specifications mentioned at Appendix-E)	02		
6	Prodger (As per technical specifications mentioned at Appendix-F)	02		
6	GST ____%			
7	CAMC for 3 years (after warranty period)			
8	GST on CAMC _____%			
	Total			

Amount in Words _____

Signature of the contractor
(Name & Address)
Seal of the firm

- (1) No cutting/overwriting is allowed. Use of eraser or white fluid for making any correction in the price bid is strictly prohibited. Tender may be rejected for this reason.



TECHNICAL SPECIFICATIONS OF EXPLOSIVE DETECTOR

Sr. No.	Description/Parameter	Required specification
1.	Technology	State of the art technology for detection and Identification of Explosives such as Amplified fluorescent polymer (AFP), Ion Mobility Spectrometry (IMS), NLDM or better. Real time detector preferably without carrier gas and radio active source.
2.	Detection Capability	Should detect wide variety of explosives including Pure, composite and commercial explosives such as RDX, PETN, TNT, PEK, Dynamite, Semtex, C4, HMX, Ammonium nitrate, NG, Taggants etc.
3.	Sensitivity	Must be able to detect 1×10^{-15} gm/ CM^3 of explosive in pure as well as particle mode.
4.	Selectivity	Should give response to wide range of explosives in presence of non-explosive materials. Should not give response to non-explosives.
5.	False alarm	Low false alarm (< 5%).
6.	Sample collection	1. Non-contact vapour collection through air sampling. 2. Trace/particle collection through surface wipe. 3. Vapor & particle collection collectively, if possible
7.	Endurance	Capable of continuous operation for not less than 4 hrs.
8.	Warm up Time	Less than 20 minutes
9.	Analysis Time	Less than 10 seconds; adjustable.
10.	Recalibration	Should be ready for re-use within one minute/auto clearance.
11.	Power	1. Should operate on AC 220 volts $\pm 10\%$, 50/60 Hz and 12 volts DC battery minimum 4hrs backup for field use. 2. Battery charger and additional batteries to be provided.
12.	Alarm & Display	Clear audio / visual alarm for detection/ identification. Display of result on LCD.
13.	Temperature	Operating - 0°C to 50°C , Storage -20°C to 50°C
14.	Humidity	Should work smoothly in 95% non-condensing condition.
15.	Weight & Dimensions	Portable model lightweight easy to carry in field.
16.	Computer Compatibility	Microprocessor based equipment with compatibility for up-gradation of programming for new explosives without any extra charge for 5 years.
17.	Maintenance & Operation	Easy routine maintenance, user-friendly operation.. Use of Minimum consumable items available in India.
18.	Warranty, after sale service & availability of spare parts and training	a. Two year minimum warranty. b. Availability of suitable repair /service centers & spare parts in NCR. c. Should undertake to provide maintenance/spares support for a period of minimum 5 years. d. Training in the handling of equipment at user site.

TECHNICAL SPECIFICATION OF DEEP SEARCH METAL DETECTOR

Sl.No.	Description/Parameter	Required specification
1.	Technology	Detector should be based on electromagnetic pulse induction technology.
2.	Detection	Capable of detecting ferrous & non-ferrous metals and automatic adoption to soil and water conditions. Should be able to detect metal inside hollow metal pipe.
3.	Sensitivity	Detection of 0.05 gm. stainless steel from a distance of 75mm or better.
4.	Ground condition	Unaffected by magnetized soil, seawater and safe for electrically activated mines.
5.	Discrimination	Should be able to discriminate between two metals placed adjacent to each other.
6.	Accuracy	Pin pointing the target within ± 3 cm.
7.	Alarm	Adjustable audio alarm.
8.	Modes of operation	Selector switch for static or dynamic operation. Easy operation, without any adjustment or compensation.
9.	Power source	Battery operated (battery backup for min 4hrs or more in single use), Low battery indicator.
10.	Weight	Weight of detector : < 2 Kg., Complete operating weight: 2.5 Kg max. (with batteries)
11.	Environment	Can operate under all climatic conditions.
12.	Warranty, after sale service & availability of spare parts and training	<ul style="list-style-type: none"> e. Two years minimum warranty. f. Availability of suitable repair /service centers & spare parts in NCR. g. Should undertake to provide maintenance/spares support for a period of minimum 5 years. h. Training in the handling of equipment at user site.

TECHNICAL SPECIFICATION OF NON-LINEAR JUNCTION DETECTOR (NLJD)**Purpose**

- : The non linear junction detector is intended for searching devices containing semi conductors. The equipment should have the capability for simultaneous reception of the second and third harmonics and provision for audio & video indication for the operator to identify the semi conductors and bimetal/ corrosive junctions. Real time detection of all kinds of electronic circuits and cell phone, etc.

General Specifications

1. **Weight of operational unit** : Should not exceed 7 Kg including battery.
2. **Telescopic Pole** : Should be of collapsible type with a minimum extended length of 100 cms from handgrip to antenna head (probe) and should have firm clamps fasteners.
3. **Operational Environment** :
 - a) Operating temperature : between 0 °C to 50 °C
 - b) Storage temperature : -20 °C to + 70 °C
 - c) Humidity : 90% to 95%

Technical Specification

1. **Technology** : State of the art technology using Digital Signal Processing (DSP).
2. **Transmitted Power** : RF (Average) Power should not be more than 5W and to be DSP controlled / Manually selected.
3. **Operating frequency** : Spectrally pure RF fundamental frequency between 850 MHz and 1005 MHz.
4. **Receiver sensitivity** : -130 dbm or better.
5. **Transmitter /Receiver antenna polarization** : Linear/circular
6. **Display** :
 - i) Display of received signal strength of the second & third harmonic on bar graph.
 - ii) Display of battery status & mode of operation status on control unit panel.
7. **Mode of operation** : Should have operational modes on 2nd & 3rd harmonics.
8. **Audio Alarm** : Provision for audio alarm through speaker and headphone(s).
9. **EMI Interference** : Should not activate radio controlled devices with operating frequency within HF/VHF range, in close proximity.


10. **Power Requirement** :
 - i) Should operate on rechargeable DC power supply
 - ii) Battery charger designed for fast recharging
11. **Operating time** : Should work continuously for 4 Hrs at maximum RF power output.
12. **Discrimination of Semiconductor junction & Corrosive / bimetal Junction** : Should be capable to detect and identify semi- conductor & corrosive / bimetal junctions.
13. **Detection Range** :

The NLJD should have the following ranges of detection :

For Dry Soil: Minimum 18 inches with respect to our test piece of semiconductor or non-linear metallic junction component.

For Wet Soil: Minimum 14 inches with respect to our test piece of semiconductor or non-linear metallic junction component.

Under Water: Minimum 10 inches with respect to our test piece of semiconductor or non-linear metallic junction component.
14. **Operation & Maintenance Manual** :
 - (i) Operating Manual and Service Manual should be provided with each unit.
 - (ii) Operator's training should be carried out at the desired place.
15. **Demonstration** : Demonstration for the verification of various technical parameters claimed for the product by the firm, will be required during technical evaluation and also at the time of delivery for technical acceptance. The demonstration must be done within one month after the tender submission. During demonstration the equipment will be tested by the technical committee in the presence of the bidders.
16. **Terms & condition for after sales service / maintenance & spares for maintenance** :
 1. The manufacturer/ supplier should be a reputed firm having suitable repair service centers.
 2. Should undertake to provide maintenance/ spares support for a period of 5 years including warranty period.
 3. Should have team of qualified engineers at service station to undertaken prompt and efficient service /maintenance work.
 4. Should have ready stock of important modules and spare parts.



Search LightTechnical Specifications

1.	Weight	2.0 Kg. (approx.) with battery.
2.	Power	12 volt DC or equivalent Ni-Cd /Ni-MH/Lithium-Ion rechargeable battery.
3.	Light Source	LED/High power halogen lamp.
4.	Indicator	Low battery, Charging On.
5.	Running time	Minimum 1 hour.
6.	Operating range	Minimum 500 meters in ideal conditions.
7.	Operating temp	-10 ⁰ to + 50 ⁰ C.
8.	Humidity	95% relative humidity.
9.	Casing	i. Single piece unbreakable impact, water & dust resistance and lightweight body. ii. Adjustable shoulder strap.
10.	Circuit	Automatically cut-off battery saving circuit.
11.	Warranty, after sale service & availability of spare parts	a. 2 years minimum warranty. b. Availability of suitable repair service centers & spare parts in major state capitals in the country. c. Should undertake to provide maintenance/ spares support for a period of minimum 5 years.



TELESCOPIC SEARCH MIRRORTechnical Specifications

1.	Utility	To view inaccessible underneath & overhead areas.
2.	Mirror Type & Size	Good quality plane mirror of 6" x4" size.
3.	Cushion/package	Proper cushion/packaging of mirror for shock absorption
4.	Tilt & rotation	Mirror should be properly mounted to allow 60° - 180° angle tilt and 360° angle rotation.
5.	Telescopic pole Length & material	Three fold (45-50 cm each) telescopic pole to extend the length up to 150 cm. Aluminum/ Brass made with soft handgrip at the end.
6.	Construction	Good quality clamps & locks for segments. Rigid with totally removable mirror.
7.	Warranty, after sale service & availability of spare parts	a. Two year minimum warranty. b. Availability of suitable repair service centers & spare parts in major state capitals in the country.



PRODDER

Technical Specifications

- | | |
|-----------------|---|
| 1. Utility | To probe ground and soft soil (flower pot etc.) |
| 2. Material | Robust steel. |
| 3. Handle | Soft rubber grip at 90° - 110° angle. |
| 4. Total length | Approx. 100 cm including Handle in two folds joined by screw & thread attachment. |

