

(Notice inviting tender)
D-21014/12/2015-ADMINISTRATION SECTION-BCAS (E-103626)
Government of India
Bureau of Civil Aviation Security
'A' Wing, I-III Floor, Janpath Bhawan
Janpath, New Delhi

OPEN TENDER – NOTICE No. NIC/2017/02

**For Comprehensive Annual Maintenance Contract of Computers and peripherals at BCAS(HQ),
Janpath Bhawan, Janpath, New Delhi**

The various crucial dates relating to the Tender are cited as under:

Published Date & time	18 th April 2017, (06:00PM)
Bid Document Download Start	18 th April 2017, (06:00PM)
Bid Submission Start Date & time	18 th April 2017, (06:00PM)
Bid Submission Closing Date & time	8 th May 2017, (03:00PM)
Bid Opening Date & time	10 th May 2017, (03:00PM)

D-5/93/2015-ADMINISTRATION SECTION-BCAS (E-96985)

Government of India
Bureau of Civil Aviation Security,
"A' Wing, I-II-III Floor, Janpath Bhawan,
Janpath, New Delhi.

Dated: 18.04.2017

Sub.: e-Tender for Comprehensive Annual Maintenance Contract of Computers and peripherals at BCAS(HQ), Janpath Bhawan, Janpath, New Delhi

Online bids are invited on behalf of the President of India, under one cover system, from reputed firms fulfilling the qualifying criteria for Comprehensive Annual Maintenance Contract of Computers and peripherals at BCAS(HQ), Janpath Bhawan, Janpath, New Delhi, as per terms and conditions detailed out in the attached documents.

The Tender Document can also be downloaded from the website <http://eprocure.gov.in/eprocure/app> and from this Bureau's website <http://www.bcasindia.gov.in>.

Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousands only) in the form of a demand draft drawn on a Nationalize Indian Bank in favour of PAO(Sectt.), Ministry of Civil Aviation, will be deposited with Admn. Section BCAS at Room No. 215-A Wing, II Floor, Janpath Bhawan, Janpath, New Delhi-110001 not earlier than 03.00 PM on 8th May, 2017 and not later than 03.00 PM on 10th May, 2016.

The Bureau of Civil Aviation Security, reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Director General, Bureau of Civil Aviation Security in this regard shall be final and binding on all.

Yours faithfully,

(RS Balhara)
Section Officer (Pers.)
011-23711494

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDER

1. The Tenderer along with its partner, if any, should be a reputed Company directly undertaking the maintenance Contract of Computers and its peripherals for at least past two years. The Tenderer must have requisite manpower, infrastructure and financial resources to successfully execute the contract.
2. The Tenderer is required to submit documentary evidence in support of the contracts executed by it.
3. Earnest Money Deposit (EMD) of Rs. 5,000/- (Rupees Five Thousands only) in the form of a demand draft drawn on a Nationalize Indian Bank in favour of PAO(Sectt.), Ministry of Civil Aviation, will be deposited with Admn. Section BCAS at Room No. 215-A Wing, II Floor, Janpath Bhawan, Janpath, New Delhi-110001 not earlier than 03.00 PM on 8th May, 2017 and not later than 03.00 PM on 10th May, 2016.
4. The successful bidder shall be required to deposit an amount equals to 10% of Contract value within 2 weeks of conveying BCAS intention for accepting the bid as Performance Security. Performance Security shall be submitted in the form of Demand Draft in favour of Pay and Accounts Officer (Sectt.), Ministry of Civil Aviation, New Delhi. Performance Security will not bear any interest while in the custody of BCAS HQ. Performance security will be discharged after 60 days beyond the date of completion of all the contractor's performance obligations under the contract. If the contractor fails or neglects any of his obligations under the contract it shall be lawful for BCAS to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.
- 5(a). **VALIDITY OF CONTRACT:** The contract once awarded to the successful bidder shall be valid for one year from the date of award of contract. If required, it may be extended upto one more year on the same rates on mutual agreement and on same terms and conditions.
- 5(b). The contract may be curtailed/terminated at any time owing to deficiency in service rendered by the selected Company/Firm/Agency or as per the requirement of BCAS. For such termination, one-week notice will be given to the selected service providing Company/Firm/Agency.
- 5(c). The number of items (computers/peripherals, etc.) given in the BOQ at Annexure-III if reduced during the currency of the contract due to condemnation or for any other reason or increased due to any reason- the AMC charges against those items will be reduced/increased on pro-rata basis.
6. In case any firm participating in this tender submits false information, the tender submitted by such firm shall be rejected and EMD submitted by the Tenderer will be forfeited.
7. A prospective Tenderer requiring any clarification of the Tender Document may contact the Department in writing at the Department's mailing address indicated in para 3 above. The Department may respond to any request for clarification of the Tender Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Department. The Department shall not be responsible for any postal delays.

8. The Companies /Firms/Agencies are required to upload self attested photocopies of the following documents along with the application(Annexure-I), failing which their bids shall be summarily/out-rightly rejected and will not be considered any further.

- (i) Application (as per Annexure I)
- (ii) Registration certificate along with details of firm/company in case of partnership firm.
- (iii) Copy of PAN/GIR card.
- (iv) Service Tax Certificate for last 2 years.
- (vi) Valid Income Tax Return for last two financial years, i.e. years 2014-2015 and 2015-2016.
- (vi) Proof of providing similar maintenance services during each of last two financial years, i.e. years 2015-16 and 2016-17 to Central/State Government offices/PSUs.

(Note: Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.)

(vii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs. 10 lakhs (Rupees Ten lakhs only) during each of last two financial years, i.e. years 2014-2015 and 2015-2016.

(viii) Scanned copy of EMD.

(ix) Certificate to the effect that the bidding firm/ company/ dealer has no personal or official link with any employee of BCAS.

(x) Letter proposing the quotation as per Annexure-II

9. **Bid Submission and evaluation:**

a. The bid needs to be uploaded online in the provided BOQ Template (Annexure III may be seen for referencing only). The rates should be mentioned in figures as well as in word exclusive of any taxes and levies. However, the taxes and levies will be payable as per the prevailing rate from time to time.

b. The Bids will be opened electronically by at least two bid openers as authorized by the Director General, Bureau of Civil Aviation Security in the presence of the firms' representatives on the scheduled Date/Time and venue as prescribed above in the NIT. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.

c. The Lowest Bidder will be decided on the basis of total cost of tender. In case of tie between two or more firms the tender would be awarded to the firm with highest turnover in Financial Year 2015-16.

10. The Competent Authority appointed by Director General, BCAS reserves the right to annul any or all Bids without assigning any reason.

11. The Contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Bureau.

12. The Tenderer will be bound by the details furnished by him/her to this Bureau. In case any of such documents furnished by him/her is found to be false at any stage, it will be deemed to be a breach of Terms of Contract marking him/her liable for legal action, besides termination of contract.

13. In case the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Bureau is put to any loss/obligation, or otherwise, the Bureau will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

14. The bidder shall indemnify and protect this Bureau from and against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from this Bureau by reasons of any act or omission of the bidder, his agents or employees, in the execution of the works, supply of material, or in the guarding of the same.

15. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted Officer appointed to be the Arbitrator, by the Director General, BCAS or his representative. The Gazetted Officer to be appointed as Arbitrator, however, will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as Officer has expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

16. Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

17. The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

18. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer can be adjusted towards the Performance Security. Further, if the agency fails to provide the required Stationery within five days from the date of placing the order the EMD shall stand forfeited without giving any further notice.

19. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Bureau, besides annulment of the contract.

20. The successful bidder shall execute the services/obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry. He shall also use appropriate advanced technology and safe and effective methods.

21. The Contract may be terminated/short closed without any prejudice to the rights of the Bureau to benefits arising out of it. The contract will be terminated and EMD will be forfeited if it is found that approved bidder has failed to live upto the specifications, quality and speed of work or any damage due to the contractor. The vendor shall not have any claims what-so-ever on BCAS, in such terminations of Contract under clauses 21 and 22.

Note: If any damage is caused to the equipments/property of this Bureau due to services provided by the firm the same will be charged from the EMD available with the Bureau.

22. The department may at any time terminate the contract and forfeit the EMD by giving

written notice to the bidder without compensation to the bidder, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued, thereafter to the Bureau

23. The successful bidder shall not, be entitled to make any claim, whatsoever, against the Bureau under or by virtue of or arising out of this contract, nor shall the Bureau entertain or consider any such claim after bidder shall have signed a “no claim” certificate in favour of the Bureau in such forms as shall be required by the Bureau after the works are finally accepted.

24. In case of termination of contract the Bureau shall be free to procure the services from other sources at the 'risk and cost' of the contractor.

25. The bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Bureau's operations without the prior written consent of the Competent Authority, Bureau of Civil Aviation Security / Competent Authorities in Ministry of Civil Aviation.

26. The Contractor shall not engage any person below 18 years of age for dealing with BCAS.

27. BCAS will not have obligation/ liability whatsoever for payment of wages/ salaries and other benefits and allowances to the personnel engaged by the contractor that might become applicable under any Act or Order of the Govt. in this regard and the contractor shall indemnify BCAS against any/ all claims which may arise under the provisions of various Acts, Government Orders etc. and any breach of such laws or regulations shall be deemed to be breach of this contract.

28. Successful tenderer would be required to sign the Model Contract placed at Annexure-IV of this document.

ANNEXURE-I

**For Comprehensive Annual Maintenance Contract of Computers and peripherals at BCAS(HQ),
Janpath Bhawan, Janpath, New Delhi**

Tender Ref: NIC/2017/02

Date: 18/04/2017

Application

To be filed in and uploaded by the Bidder (upload copies of self-attested documents to support your statement)

1.	Name and Postal Address of the Bidder: _____ _____ _____ Phone _____ _____
	(i) Application (as per Annexure I) (ii) Registration certificate along with details of firm/company in case of partnership firm. (iii) Copy of PAN/GIR card. (iv) Service Tax Certificate for last 2 years. (v) Valid Income Tax Return for last two financial years, i.e. years 2014-2015 and 2015-2016. (vi) Proof of providing similar maintenance services during each of last two financial years, i.e. years 2015-16 and 2016-17 to Central/State Government offices/PSUs. (Note: Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.) (vii) Annual turnover certificate of the firm certified by Chartered Accountant for at least Rs. 10 lakhs (Rupees Ten lakhs only) during each of last two financial years, i.e. years 2014-2015 and 2015-2016. (viii) Scanned copy of EMD. (ix) Certificate to the effect that the bidding firm/ company/ dealer has no personal or official link with any employee of BCAS. (x) Letter proposing the quotation as per Annexure-II

Signature and seal of the bidder or authorized representative.

Letter proposing the Quotation

ANNEXURE-II

To,

The Joint Director(Admin),
Room No-107, 1st Floor, Bureau of Civil Aviation Security,
“A” Wing, Janpath Bhawan,
Janpath, New Delhi-110001

Subject: **Comprehensive Annual Maintenance Contract of Computers and their peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.**

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the complete bid document in respect of the above subject, do hereby propose to quote **for Comprehensive Annual Maintenance Contract of Computers and their peripherals at BCAS(HQ), Janpath Bhawan, New Delhi.**

1. **PRICE AND VALIDITY**

All the rates quotes in our proposal are in accordance with the terms as specified in bid document. We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax altered under the law, we shall pay the same.

2. **EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs. 5,000.00/- (Rupees Five Thousand only) as per the requirements specified in this tender document.

3. We declare that all the services shall be performed strictly in accordance with the standard/specifications and other tender conditions.

4. **QUALIFYING DATA**

We confirm having submitted the qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time, to your satisfaction.

5. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

6. We understand that any information found to be inaccurate, suppressed or misrepresented at any time hereafter, shall make us liable to explain, undergo any legal, preventive action and shall debar us from consideration against short closing etc./termination of the contract by BCAS.

7. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Designation:

Place:

Seal:

Business Address:

APPLICATION Financial Bid (For reference only, the actual bid needs to be uploaded online in the provided BOQ Template)

NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #
Sl. No.	Item Description	Quantity	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes
1	2	4	13	53
1	Desktop Computers	41		0.00
2	Laptop	22		0.00
3	Single Function	40		0.00
4	Multifunction Printer	6		0.00
5	Scanner	10		0.00
6.	Color Printer HP CP-2025	1		0.00
Total in Figures				0.00

Notes:

1. If any bidder quotes Unit Price (in Col. 13 above) as zero /nil/blank, it shall not be treated as a valid quote and shall summarily result in dismissal of the financial bid even if the service provider otherwise is qualified.
2. The rates should be mentioned in figures exclusive of any taxes and levies. However, the taxes and levies will be payable as per the prevailing rate from time to time.
3. The Lowest Bidder will be decided on the basis of total cost of tender in column 53 of the last Row of the above table. The same will be arrived at by using the following formula :-

Total cost of the Tender will be total price of all the items in column 53 of the last Row of the above table.

4. Only the successful bidder(s) who has the capability to provide service for all type of equipments shall be considered for the bid.

Model Contract

MAINTENANCE OF COMPUTER BETWEEN BCAS AND M/s. _____ FOR MAINTENANCE OF COMPUTER SYSTEMS AND PERIPHERALS

PREAMBLE:

This contract is made on _____ between the President of India represented by Director General, Bureau of Civil Aviation Security, Ministry of Civil Aviation, Government of India, herein after referred to as 'BCAS' (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) of the one party and.

_____ herein after referred to as _____ (Which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office or assign) as the other party.

CONTRACT:

M/s. _____ agrees to maintain systems and peripherals as listed in Annexure-III in accordance with the provisions laid down in this contract, at yearly charges as given in this contract.

CONTRACT PERIOD:

For the equipment under maintenance with M/s. _____, the AMC will be valid for the period from _____

SCOPE AND SERVICES:

M/s. _____ agrees to provide the following services under the contract to keep the systems & peripherals in good working order.

A) **Scheduled preventive maintenance 'once in Three Months for all systems including printers'**. Preventive Maintenance can be clubbed with corrective maintenance. M/s. ___ would submit these calls sheets/PM reports to the designated Technical Adviser of BCAS. In case M/s.

_____ fails to submit PM reports, penalty clause will apply for systems and printers.

B) **Unscheduled, 'on call' corrective and remedial maintenance service** to set right the malfunctions of the system. This includes replacement of unserviceable parts by new parts. Whether a defective item or components is to be replaced or repaired, it shall be at the sole discretion of M/s. _____ In the case of a part, the defective part removed from the system will become the property of M/s. _____ after its replacement by new part and removal shall be done after counter signature of the designated Technical Officer, BCAS.

C) **Operating System (OS) Support:** This contract is comprehensive inclusive of OS support on all the systems covered under this contract. Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration will be attended by M/s. All required device drivers will be provided by

D)

TERMS:

A. The contract may be renewed for further periods of one year with same terms and conditions, provided BCAS is satisfied with the service of M/s.

_____ Either party can terminate the contract at any time by giving three months notice in writing, after clearing all claims arising out of obligations under this contract.

B. System maintenance charges shall not include the cost of consumables and supply items such as ribbons, media like magnetic tapes, cartridges, printer bands, floppy diskettes, print heads, computer stationery & CDs. Laser Printer maintenance charges include all parts including Fuser assemblies. However it does not include toner cartridge.

C. The new upgrade items (Memory, HDD, MM Kit etc.) purchased from M/s. _____ or any other vendor and upgraded into the existing AMC system, will be included in AMC with M/s. _____ as soon as warranty expires or after the expiry of the common date of warranty of upgraded items, if the items are purchased in lots over a period. This will be done through Addendum signed by BCAS and M/s. _

D. For down time calculation the time of e-mail will be taken as startup of downtimes. If the User is not able to hand over the system to M/s.

_____ engineer for maintenance purpose for any period of time, such time will not be considered for the down time penalty.

E. In case of intermittent failures and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down, attracting the provision under '**Penalty Clause**'.

F. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down or services or spares cost, arising out of damages caused due to fire, theft, riots, accidents, earthquakes, storm and other natural calamities as covered under standard Legal definition of **Force Majeure** conditions.

G. At each location BCAS will keep record of machine failure including the nature of failure, date and time of booking the complaint (at mutually agreed location), when the machine was repaired/ brought to working condition and the total down time. M/s. _____ service engineer and BCAS representative will sign this record. This will be done through the complaints MIS or Complaints Register.

H. BCAS personnel will be responsible for operating the systems, printers and terminals, During the period of contract, BCAS will restrict to operational activities only and will not

repair/maintain any equipment.

I. The equipment will be handed over back to BCAS after the AMC period in totally working condition.

J. Any new hardware will be brought under maintenance through a written intimation or the Addendum. The new hardware will be inspected by M/s.

_____ and its maintenance will be taken up after acceptance of the same. In case, BCAS decides to withdraw any equipment from contract during the AMC period, the same would be taken out of this contract with written information to M/s. _____ by _____ authorized representative of COS(CA), BCAS.

K. To monitor the maintenance activity and to discuss other related matters, a weekly meeting between BCAS and M/s. _____ will be held at BCAS HQs, New Delhi.

L. Any damage to the system when the systems get burnt due to site problem under 'Force Majeure' clause or due to circumstances beyond the control of either party would not be covered under this contract and it will be discussed mutually on case-to-case basis.

M. Levies, Taxes if any introduced by Government will be extra and has not been included in the current AMC charges.

Service Assurance:

1. DOWN TIME: Maximum acceptable down time will be 24 hrs excluding govt. / gazetted holidays.

2. In case of equipment/component being taken out of premises of BCAS for repair/replacement, back-up equipment/component shall be provided by M/s. _____ during the period of repair/replacement, without any additional cost to BCAS. In case of Printer repair/replacement, a back-up Desk Jet printer will be provided within 24 hrs. Failing in any of these provisions penalty clause will be automatically invoked by BCAS.

3. M/s. _____ will provide on-site maintenance in all cases wherever, any equipment/components/ peripherals is to be taken away at the workshop of M/s. _____ it shall be done only after (i) a written permission of BCAS and (ii) providing a replacement/standby till the original equipment/component/peripherals.

PENALTY:

1. DOWNTIME PENALTY :

Penalty for completing the calls after the Down Time as indicated in Service Assurance will be as follows:

(For downtime penalty all systems have been categorized as having Critical & Non critical components. In all these systems Disk Drive constitute as Non Critical Component. For any down time of this non-critical component Penalty will be Rs 75/- per working day)

- a) Rs 100/- Per working day- for Client system/laptop.
- b) Rs 150/- per working day- for inkjet Printer
- c) Rs 15/- per working day-for MOUSE
- d) Rs. 75/- per working day- for Terminal/Part
- e) Rs 150/- per working day- for Laser Printer.

Note :

1. Maximum Penalty per day will be limited equal to penalty of system/printer (whichever is more). LTS attached in a Network system is a separate device, if down simultaneously, penalty will be charged separately.
2. PREVENTIVE MAINTENANCE (PM) Penalty: Penalty on failure of scheduled PM will be Rs. 175/- per PM per Client system including laser printers/Printers, and Rs. 425 per PM per system.
3. System Penalty: For OS & AVS support- System penalty will be charged in full only when system is fully not working. If any command line or file is not working in a system, no penalty will be charged at the reasonable level and at the exclusive discretion of BCAS, depending on the extent of disruption in working.
4. Whenever the system and printers cannot be repaired on site within the specified limits, the vendor shall provide an alternate equipment of matching specification, which will be replaced within the period of maximum 30 days with the equipment of same make/ model as the original one. But in case of computer system, the original CPU will be restored. Failing to this replacement, penalty clause will apply.

AMC CHARGES :

S.No	Equipment Type	Quantity	Unit Rate	Amount (without tax)
1	Desktop Computers	41		
2	Laptop	22		
3	Single Function Printer	40		
4	Multifunction Printer	6		
5	Scanner	10		
6	Color Printer HP 2025	1		

PAYMENT TERMS:

The implementation of AMC is decentralized. The payment will be released quarterly in the equally divided quarterly installments. The firm will submit quarterly bill along with the downtime statement within one week of completion of the quarter. BCAS will reconcile this and release the payment within 3 weeks of completion of the quarter at respective location after reconciling the penalty for all equipment under AMC with M/s. _____ However if due to any reasons, BCAS is unable to reconcile the penalty amount. 50% of the total quarterly amount due or amount equal to last quarter payment, whichever is less, will be released. The balance 50% or remaining amount of the quarterly payment will be released after reconciling the penalty amount. Penalty of delayed report can be adjusted in the next quarter bill. In case penalty exceeds AMC amount the excess amount may be adjusted in the amount due in next quarter bill.

CALL REGISTRATION AND COMPLETION:

1. All the maintenance calls will be generally logged through e-mail of telephone. M/s. ___ will acknowledge each call with a unique Callno. which is to be used for reference in future.
2. All the breakdown calls will be logged alternatively, at our Email ID _____ Completion of call will be certified by respective user of down machine of BCAS, and entered into the service Register along with the complain register number/date maintained by the BCAS.
3. M/s. _____ will prepare the call service slips in triplicate; these will be signed by BCAS user & M/s. _____. One copy will be given to the Admn. Section of BCAS and one copy will be submitted to the concerned controlling officer. Third copy will be retained by M/s. _____. No other documents will be used to workout downtime for penalty calculation.

FORCE MAJEURE:

In the event of being prevented from delivering the supplies and services on the Appendix delivery date due to acts of God, acts of war, blockades, embargoes, epidemics, revolutions, strikes, lockouts, floods, fires, major accidents resulting in damage of supplies or other similar events of the same nature or reasons beyond your control such delays shall constitute excusable delays provided:

- a. Notices are given to the Director General, BCAS within 30 (thirty) days of the occurrence and cessation of such event.
- b. If it can be established by you with documentary evidence to the satisfaction of the DG, BUREAU OF CIVIL AVIATION SECURITY that the above events: -
 - (i) Have delayed performance of the work.
 - (ii) Were beyond your reasonable control, then the time for the delivery shall be extended by a period not more than duration of such events.

In case of occurrence of any delays in supply/installation of hardware continuing beyond 30 (thirty) days, the parties shall without delay meet to consult each other and try to find an appropriate remedy to the situation, failing which the DG, BUREAU OF CIVIL AVIATION SECURITY shall have the right to terminate the contract wholly or in parts, by a written notice to you. In the event of such termination, you shall forthwith refund to the DG, BUREAU OF CIVIL AVIATION SECURITY the entire amount received by you with respect to that part of the contract so terminated with the interest thereon at the rate of 18% per annum.

GENERAL PROVISIONS:

This agreement shall supersede all previous communications, both oral and written and the provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties hereof.

ARBITRATION CLAUSE:

All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by Director General, BCAS, Govt. of India. The award of the sole arbitrator shall be final and binding on both the parties under the provision of Indian Arbitration and Conciliation Act, 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at New Delhi.

FOR AND ON BEHALF OF THE
BUREAU OF CIVIL AVIATION SECURITY

FOR AND ON BEHALF OF THE

SIGNATURE

NAME

DESIGNATION

DATE

IN THE PRESENCE OF

SIGNATURE

NAME

SIGNATURE

NAME

DESIGNATION

DATE

IN THE PRESENCE OF

SIGNATURE

NAME