SO (IT)

By Regd. Post/fax GOVERNMENT OF INDIA MINISTRY OF HOME AFFAIRS P M DIVISION (PROCUREMENT WING) JAISALMER HOUSE, 26 MAN SINGH ROAD, NEW DELHI – 110 011 TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

dir-procur-mha@nic.in

No. D/21013/3252/19/05.01.2015/P-1/934

Dated, the 27th March 2017

To

M/s S.S.B. I Exports Pvt Ltd,

308, Heritage Plaza, opp Gurukul, Drive-in Road, Ahmedabad

PIN - 380052 Gujrat (India)

Tel: + 91-79-27495348, 27481297, 27481317, Fax: 91-79-30172511, 40092996

E Mail: info@ssbi.in, ssbiexports@yahoo.com Website: www.ssbi.in

Subject:- Formal Acceptance of tender against this office Single Tender Notice No D/21013/3252/19/05.01.2015/P-1/dated 06.12.2016 (opened on 27.12.2016 (Tech Bid) Price bid opened on 19.01.2017) for Purchase of Layered Voice Analysis System for the Forensic Psychology Division of CFSL, CBI, New Delhi through Single tender basis (PAC) from M/s SSBI Exports Pvt Ltd, Gujrat (only authorized representative).

Ref: -

- (i) Your bid reference No SSBIEPL/LVAS/034/2016-17 dated 20.12.2015.
- (ii) This office letter No D/21013/3252/19/05.01.2015/P-1 dated 17.03.2017
- (iii) Your email letter dated 17.03.2017.

Sir,

Gentleman/Madam,

I have to inform you that your tender number as mentioned in schedule for the stores specified in the schedule annexed hereto has been accepted by the purchaser named in the schedule hereto annexed on the terms and conditions specified in the said schedule. The Acceptance of tender (A/T) and the schedule annexed shall be the sole repository of the transaction.

- 2. Please acknowledge receipt of this Acceptance of Tender (A/T) within 15 days of receipt of this A/T on the attached **Appendix 2.**
- 3. Please quote on all letters and invoices, the number and date of this Acceptance of Tender (A/T).

4. Packing and notification of dispatch

Your particulars attention is invited to the conditions of contract under which you tendered in regard to packing and notification of delivery and dispatch. It is essential that packing notes and price invoices shall be furnished to the consignee in respect of consignment.

- **5.** Freight: Since the contract specifies "Free delivery at consignee's locations" consignment must be booked "Freight paid "at your expenses.
- 6. You are also requested to forward a photocopy of documents in support of transportation of stores to the DDG (Procurement) MHA (Name of Procurement authority) immediately after dispatch of stores to the consignee.

Encl (as above)

Yours faithfully

(Rajender Kumar)
DDG (Proc) MHA

For and on behalf of the President of India.

Email ID. dir-procur-mha@nic.in

Copies of schedule sent to:-

Indentor	The Director, CFSL, CBI, Block-IV, CGO Complex, Lodhi Road, New Delhi- 110 003. He is requested to (i) Check the particulars of A/T and point out errors if any, within 7 days. (ii) Payment may be released as per A/T terms & conditions only after obtaining confirmation from this office regarding submission of performance security deposit from the A/T holder (iii) Intimate receipt of the stores against A/T indicating (a) A/T No & date and (b) Date of actual receipt of stores. (iv) Any loss or damage to the stores that may have occurred during transit, should be notified to the contractor within 30 days from the date of arrival of the stores at consignee's premises.
Consignee	The Director, CFSL, CBI, Block-IV, CGO Complex, Lodhi Road, New Delhi-110003
Inspecting Authority	The Director, CFSL, CBI, Block-IV, CGO Complex, Lodhi Road, New Delhi-110003 New Delhi- 110 003 or Board so detailed by Inspecting authority.
Inspecting Officer	To be detailed by Inspecting Authority
Payment authority	Pay & Accounts Officer, DCPW, CGO Complex, Lodhi Road, New Delhi – 110003.
SØ (IT) MHA	The Section Officer (IT), IT Cell Website Room No. 10, MHA, North Block, New Delhi- 110001. He is requested to get it incorporated in the official website of the Ministry of Home Affairs
One copy in Guard	file

(Rajender Kumar)
DDG (Proc) MHA
For and on behalf of the President of India.
Email ID. dir-procur-mha@nic.in

REGISTERED POST/FAX/EMAIL

Contents of this contract are not to be disclosed to any person not concerned with this contract

By Regd. Post/fax **GOVERNMENT OF INDIA** MINISTRY OF HOME AFFAIRS P M DIVISION (PROCUREMENT WING) JAISALMER HOUSE, 26 MAN SINGH ROAD, **NEW DELHI - 110 011**

TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

dir-procur-mha@nic.in

Acceptance of Tender (A/T) No. D/21013/3252/19/05.01.2015/P-1/ 934-Schedule of Acceptance of Tender

Dated, the²⁴March 2017

1	(a) Name of firm and address	M/s S.S.B. I Exports Pvt Ltd, 308, Heritage Plaza, opp Gurukul, Drive-in Road, Ahmedabad PIN - 380052 Gujrat (India) Tel: + 91-79-27495348, 27481297, 27481317, Fax: 91-79-30172511, 40092996 E Mail: info@ssbi.in, ssbiexports@yahoo.com Website: www.ssbi.in					
	(b) Banker's Address	Name of Account Holder Name of Bank	M/s S.S.B. I Exports Pvt Ltd State Bank of India				
		Branch Name with address	Mem Nagar Brach, 21 New Rajdeep Society, Mem Nagar, Ahmedabad, Gujarat-380052				
		Bank Account No	10397283242				
		MICR Code of the Bank	380002060				
		IFSC Code	SBIN0007823				
		Type of A/C	Current Account				
2	Name of purchaser	DDG(Proc), PM Division, Procurement Wing, Jaisalmer House, 26, Man Singh Road, New Delhi-110 011, Tel: 011-23381069, Tele fax: 011-23386764 on behalt of President of India.					
3	Contractor's Tender No. and date	Your bid reference No S and email letter dated 17	SBIEPL/LVAS/034/2016-17 dated 20.12.2015 .03.2017.				
4	Name of the Indentor	The Director, CFSL, CBI, BI	ock-IV, CGO Complex, Lodhi Road, New Delhi-110003				
5	Indentor's Indent No. and date.	Letter No 10-5/2011-CFSL-LVA/3754 dated 29.09.2016					
6	Condition of contract governing this contract	 The contract will also be governed by the following terms and conditions:- (i) All the terms and conditions specified in the Tender Enquiry (with all the subsequent Corrigendum /clarifications and amendments thereof) and instant Acceptance of Tender. (ii) General conditions of contract contained in the form No DGS&D- 68 (Revised) as amended up to date including DGS&D- 71. 					
7.	Performance Security Deposit	In terms of clause 7 of the which you have tendered,	General Condition of contract of DGS&D 68(R) under you are required to deposit a sum of Rs. 2,64,500/-				



		(Rupees Two lakh sixty four thousand five hundred) only by 27/04/2017 in favour of the DDG(Proc), PM Division, Procurement Wing, Jaisalmer House, 26, Man Singh Road, New Delhi, as performance security and should remain valid up to beyond 60 days warranty/guarantee period for due performance of the contract in the form of Bank Guarantee only. In case you fail to deposit the required security of the date specified and forward treasury challan/Bank receipt or other document in token of having done so you will have committed breach of contract entitling the purchaser to cancel the contract at your risk & cost and to enforce recovery of the amount of security deposit prescribed with or without enforcing other rights under the contract resulting from breach thereof. The Performance Security Deposity furnished by you will also be forfeited if you do not perform with respect to terms and condition of the contract and also with respect to terms and condition in the Integrity pact (Clause 18(L) of Schedule of Acceptance of Tender (A/T). If the supplier fails to deliver the stores in a promised period and places and a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs. 10/- duly attested by Notary Public stating that the Performance Security Deposits has already been extended for 60 days beyond the guarantee/warrantee period. The required proforma for furnishing Performance Security Deposit in the form of bank guarantee is provided as Appendix–4 of the A/T. Firm to ensure that complete Bank address and telephone number(s) is/are mentioned in Bank
8	Delivery period	Guarantee. The stores will be supplied within 60 days from the date of placement of order i.e. by 26/05/2017 or earlier. The inspection of stores is to be carried out at consignee's premises, hence grace period of 21 days will not be applicable for this A/T.
9	Dispatch Instruction	Stores are required to be delivered at consignee's location at Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi at freight, risk and cost of the supplier The delivery of the goods shall be effected by designated transport system deemed appropriate by the seller with the terms and conditions of contract. The seller shall intimate to the purchaser, by Fax and speed Post well in advance of the anticipated date of delivery of stores.
10	Stores required at	Office of the Director, Central Forensic Science Laboratory, Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi-110003.
11	Consignees:	The Director, Central Forensic Science Laboratory, Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi
12	Packing and Marking	Packing: The supplier will ensure that the stores are securely packed to avoid damage in transit by sea/air/rail/road as per clause 12 of DGS&D-68 (Revised) amended up to date. Marking: as per clause 12 of DGS&D-68 (Revised) amended up to date.
13	Particulars Governing su	
	Name of Item	Layered Voice Analysis System
	Quantity	No -1 (One) System
	Specification	As per Appendix-1
	Maker's Name	M/s Nemesysco Ltd, Natania 42504, Israel.
	Make and Model No	LVA 6.50



	Station of manufac	ture	ISRAEL					
	Method of purchas	e	Single Tender Enquiry (On Proprietary Article Certificate).					
	Whether product of Cottage industry	f SSI or	Not applicable.					
14	Pre-Dispatch Inspection (PDI)		all be no PDI in the subject tender process but you should ensure that stores atched along with Manufactures works test certificate conforming to ion.					
15	Joint Receipt Inspection (JRI)	Jt. Receil authority specifical the same indicate t JRI will co (a) Qua	Inspection Methodology: Jt. Receipt Inspection will be carried out by a board of officers detailed by inspecting authority or any other Officer detailed by them in order to check its compliance with specifications. If supply is rejected in inspection as not confirming to specifications the same lot must be replaced within the delivery period. The consignee will also indicate the tentative date and time and place for such inspection. JRI will consist of:- (a) Quantitative checking to verify that the quantities of the delivered goods correspond to the quantities defined in this contract as per the invoices.					
		per	mplete functional checking of the stores as per specifications in this contract and as procedure and tests laid down by Director, CFSL, CBI and available in the ecifications.					
			e tendered stores are rejected during JRI being not confirming to Specifications, the ne will be replaced if asked for with RR, denial and LD charges.					
16	Place at which the be tendered for ins		JRI will be carried out at consignee's location at Office of the Director, Central Forensic Science Laboratory, Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi-110003.					
17	Payment: (a) By the	Pay & Accounts Officer, DCPW, CGO Complex, Lodhi Road, New Delhi –						
	(b) During the year	-	2016-17					
	(c) Payment Terms	5	PAYMENT TERMS: 90% payment shall be paid on receipt of stores by consignee at destination and submission of performance guarantee for 10 % of contract value and					
			balance 10% on successful installation/commission/training and final acceptance of goods by the consignee.					
			MODE OF PAYMENT:					
			Payments will be released electronically to the account of M/s S.S.B. I Exports Pvt Ltd, 308, Heritage Plaza, opp Gurukul, Drive-in Road, Ahmedabad PlN - 380052 Gujrat (India) on submission of the following:- (a) Ink-signed copy of contingent bill / Seller's bill. (b) Clean on Board Airway Bill/Bill of Lading (c) Original Invoice (d) Packing List (e) Certificate of Origin from Seller's Chamber of Commerce, if any. (f) Certificate of Quality and current manufacture from OEM. (g) Dangerous Cargo certificate, if any. (h) Insurance policy against delivery of the contract (i) Certificate of Conformity & Acceptance Test at PDI, if any.					



		 (j) Physio-sanitary / Fumigation Certificate, if any. (k) Copy of Performance Bond / Warranty Certificate / guarantee certificate as applicable.
		 (I) Copy of DP extension letter with CFA's sanction, U.O. number and date of IFD's concurrence, where required under delegation of powers, indicating whether extension is with or without LD if any. (m) Consignee Receipt Certificate as per Appendix-3 in original issued by the authorized representative of the consignee.
18	Spec	ial Instructions :-
	(a)	Prices accepted are on free Delivery to consignee's location.
	(b)	Prices are firm and final.
	(d)	Supply of the stores as per Delivery schedule.
	(e)	GUARANTEE/WARRANTY
		the purchaser under this contract 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 contract. ii) The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of 2 years, from the date of delivery of the said goods/stores/articles to the purchaser and that notwith standing the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of 2 years the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and blading on the contractor/seller. iii) The purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as maybe allowed by the purchaser in his discretion on an application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained. iv) 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 07 days of notification of such defect received by the

iv) If within the period of warranty, the goods are reported by the Buyer to have falled to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of **07 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.

v) Warranty to the effect that before going out of production for the spare parts you will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.



	vi) Warranty to the effect that you will make available the blue prints of drawings of the
	spares if and when required in connection with the main equipment.
(f)	Liquidated Damage :-
	i) If the contractor fails to deliver the stores or any installment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiring of such period the purchaser will recover from the contract i.e. liquidity damages including administrative expenses and not by way of penalty a sum equivalent to 2% of the price of stores which the contractor has failed to deliver within the period, fixed for delivery in the schedule for each month or part of a month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the aforesaid period, provided that the total damages so claimed shall not exceed 10% of the total contract price as per Para 14.7 (1) of DGS&D-68 (Revised)
	ii) In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee's location or later during the warranty period, you will be liable to replace the defective store at their cost.
(g)	Other terms and conditions: As contained in DGS&D-68 (Revised) and DGS&D-229
(h)	TOLERANCE CLAUSE (OPTION CLAUSE):
	The purchaser reserves the right to place order of the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted at the time of placement contract or during the currency of the contract as per clause. 31 of form DGS&D.
(i)	Ministry of Home Affairs reserves the right to (i) change the consignees and quantity of stores allotted to them (2) Increase or decrease the quantity at any stage.
(j)	Training after installation and commissioning – The seller has to provide onsite free training and certification to the officials of the user department.
(k)	Supplier will be fully responsible for proper installation, commissioning and training and making the equipment functional before final settlement of account.

19. (A) DESCRIPTION OF STORES ORDERED WITH PRICE:-

Name of item & Qty		Layered Voice Analysis System								
		No -1 (One) System along with required accessories/spares/consumable								
Make/Mode		M/s Nemes	ysco Ltd, N	latania 4250)4, Israel. L'	VA 6.50				
Basic	Total	Customs	Excise	VAT/ST	Service	Freight	Agency	Total	Total Price	
Price	Amount	duty	duty	amount	tax &	Insurance	Commission	amount	For delivery	
Per Unit	(Basic	amount	amount		with E	and any	Amount (if	of levies	of stores at	
in	price)	(CD)	(ED)	(In INR)	Cess	other	any)	(in INR)	destination	
selected	,	(In	(In INR)		amount	levies	(In INR)			
currency		INR)	•		(In INR)	amount				
(Rate per						(if any)				
` Unit)						(In INR)				
(1)	(2)	(3)	(4)		(6)	(7)	(8)	(9)	(10)	
23,00,000			0	3,45,000	0	0	0	3,45,000	26,45,000	
	1		pees Twe	nty Six Lak	h Forty five	e Thousand	Only			

Total value of Contract: Rs 26, 45,000/- (Rupees twenty six lakh forty five thousand only)

(Rajender Kumar) DDG (Proc) MHA

For and on behalf of the President of India. Email ID. <u>dir-procur-mha@nic.in</u>

ESSENTIAL FEATURES AND CHARACTERISTIC

Name of Stores: LAYERED VOICE ANALYZER SYSTEM (LVA 6.05) ALONG WITH REQUIRED ACCESSORIES/SPARES/CONSUMABLE.

Quantity: 01 System HARDWARE SPECIFICATION

- 1. Laptop with
 - a. Intel i3 processor or higher
 - b. Windows 7 or higher operating system
 - c. 500 GB hard disk space or more
 - d. 4 GB RAM or more
 - e. 14 inch or more LED display with a carry case for laptop
- 2. Headphone with noise cancelling facility
- 3. Microphone with noise cancelling facility
- 4. Audio speaker
- 5. USB phone connector with inbuilt sound card

SOFTWARE SPECIFICATION

- a. Licensed software for dispute free usage of the instrument
- b. Real time analysis and real time feedback of the voice input
- c. Option to analyze the pre-recorded voice data
- d. Ability to identify and measure emotional activities and deception from the voice data

And

- a. Onsite training and certification to the officials of the user department
- b. Warranty: Two years onsite warrantee.

(Rajender Kumar) DDG (Proc) MHA

For and on behalf of the President of India.

Email ID. dir-procur-mha@nic.in

ACKNOWLEDGEMENT

							General (Procur			
Division, MH	A, 26	Mansingh	Road,	New Delh	i 110011	(Name	of Purchasing	Authority)	immediately	on its
receipt)										

For	supply	of:			ANALYZER RES/CONSUN		(LVA	6.50)	ALONG	WITH	REQUIRED
Ref:-	Tender	· No.									
	otance of T	Tende	er Noda	ated	for proc and conditions	urement of .	irm),	hereby	acknowled along	lge the with ac	receipt of cessories,
Dated	<u>. </u>	 									
					SIGNATURE	OF CONTR	ACTOR	·			
Statio	on:										
Date	of receipt_										

TE No.	
	Final Acceptance Certificate by the Consignee
То,	
	M/s
Subject	::Certificate of commissioning or equipment / plant and training.
contractimparte	This if to certify that the equipment(s)/plant(s) as detailed below has/have been received in good ons along with all the standard and special accessories and a set of spares in accordance with the t/technical specifications. The same has been installed and commissioned. The firm has also detaining programme as per terms and conditions of contract at the best satisfaction of the user.
(b) (c)	Contract NoDated Description of the equipment(s)/Plant: Equipment(s)/Plant(s) Nos
(d) (e)	Quantity: Bill of Loading / Air Way/Railway Receipt/Goods Consignment Note No
	Name of Vessel/Transporters:
(g)	Name of Consignee: Date of Commissioning and proving test:
(i)	Details of Accessories / spares not yet supplied and recoveries to be made on that account.
(j)	The proving test has been done to our entire satisfaction and operators have been trained to operate
(k)	the equipment(s) / plant(s). Whether the receipt of stores was within the stipulated time of delivery.
(I)	If delivery was not given within the stipulated time, was delivery period extended from the competent authority

Signature of Consignee

PROFORMA FOR BANK GUARANTEE

FOR SUBMITTING PERFORMANCE BOND/GUARANTEE (ON BANKS LETTER HEAD WITH ADHESIVE STAMP)

То
THE(NAME OF PURCHASING AUTHORITY)
Dear Sir,
In consideration for the President of India (hereinafter called "the Government") having agreed to exempt
do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s)'s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We undertake to pay the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
The payment so made by us under this Bond shall be a valid discharge of our liability for payment thereunder and the contractor(s)/supplier(s) shall have no claim against us for making such payment.
further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the guarantee thereafter.
5. We,further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or form time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the government to the said Contractor(s) or by any such



matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. Notwithstanding anything contained herein above our liability under the guarantee is restricted to Rsand shall remain in Force until Unless a claim or suit under this guarantee is filed with us on or before ALL OUR RIGHTS UNDER THE GUARANTEE SHALL BE FORFEITED and the Bank shall be relived and discharged from all liabilities therein.
7. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
8. We, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.
Dated thedate ofMM/YYYY
For
(Indicate the name of Bank)
Signature
Name of the Officer
(In Block Capitals)
Designation of
Code No
Name of the Bank and Branch

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