

Government of India
Ministry of Finance,
Department of Revenue
Central Board of Indirect Taxes and Customs
Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110 511
Phone: 24693529 Fax: 24697497

**E-TENDER FOR PROCUREMENT OF
30 X-RAY BASED FULL BODY SCANNER SYSTEMS**

E-Tender No.01(AS)/2020 dated 07.01.2020

Period during which the tender enquiry documents will be available on official website www.cbic.gov.in ; www.dolcbec.gov.in or www.eprocure.gov.in	From 07.01.2020 to 25.02.2020
Dead line for seeking clarification	21.01.2020 at 1300 Hrs
Pre-bid Conference	29.01.2020 at 1430 hrs at Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi - 110 511
Closing date and time for receipt of tenders	25.02.2020 up to 1300 hrs
Place of receipt of tenders	Online Submission on https://eprocure.gov.in
Address for Submission of Tender Fees/ EMD	Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511
Tender fees/EMD	As per para 1.5 of GNIT & 1.14.1 of Section I
Time and date of opening of tenders	1500 hrs on 26.02.2020
Place of opening of tenders	Online opening on https://eprocure.gov.in Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511

INDEX

Sl. No.	Content	Page Number
	Global Notice Inviting E-Tender (GNIT)	3
Section-I	General Instructions to Tenderers (GIT)	5
Section-II	General Conditions of Contract (GCC)	18
Section-III	List of Requirements	25
Section-IV	Technical Specifications	29
Section-V	Quality Control Requirements	36
Section-VI	Qualification Criteria	39
Section-VII	Price Schedule	40
Section-VIII	Instructions for online bidding	41
Section-IX	Form 1 - Tender Form	44
	Form 2 - Manufacturer's Authorisation Form	48
	Form 3 - Bank Guarantee Form for EMD	49
	Form 4 - Bank Guarantee Form for Performance Security / Balance 10% Payment	50
	Form 5 - Contract Form	52
	Form 6 - Bank Guarantee Pro-forma for Advance Payment of CCAMC Charges	56
	Form 7 - Document for Conducting Factory Acceptance Test (FAT)	58
	Form 8 - Model Certificate of Receipt of FBSS at Site of Installation	60
	Form 9 - Model Certificate of Installation	61
	Form 10 - Model Certificate of Delivery & Acceptance	62
	Form 11 - Claim Payment by the Supplier	63
	Form 12 - Information in respect of Previous Supplies by Bidder	64
	Form 13 - Format for Pre-contract Integrity Pact	65

Government of India
Ministry of Finance, Department of Revenue
Central Board of Indirect Taxes and Customs
Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110 511
Phone: 24693529 Fax: 24697497

Global Notice Inviting E-Tender
E-TENDER FOR PROCUREMENT OF
30 X-RAY BASED FULL BODY SCANNER SYSTEMS

Tender No. 01(AS)/2020

Dated: 07.01.2020

- 1.1 For and on behalf of the President of India, Chief Commissioner, Directorate of Logistics, Indirect Taxes and Customs, Ministry of Finance, Dept. of Revenue, Govt. of India, having its office at 4th floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 invites e-tenders valid up to 180 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid, from tenderers who meet the qualification criteria laid down in Section VI for supply, installation, commissioning and maintenance of 30 X-ray based Full Body Scanner Systems (FBSS) at various field formations of Customs Department. FBSS should enable the Customs officers in detection of items such as weapons, explosives (plastic/power), narcotics, currency notes, detonator, precious metals/stones, liquids, ceramics, etc. concealed under the clothes, on the body or inside body cavities of the persons, prosthetic devices, plaster cast, etc.
- 1.2 Details of the goods and services required, specifications, eligibility and qualifications to bid and instructions on how to bid and other details are given in the Tender Document, which is available on official website (www.cbic.gov.in ; www.dolcbec.gov.in and www.eprocure.gov.in) from 07.01.2020 to 25.02.2020.
- 1.3 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.
- 1.4 The tenders can be submitted online up to 13.00 hrs. on 25.02.2020. The tenders will be opened online at 15.00 hrs. on 26.02.2020 at Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511.
- 1.5 Earnest Money Deposit (EMD) of Rs.1.20 crore (Rupees One Crore Twenty Lakhs only) in the form of Bank Guarantee and a non-refundable Tender fee of Rs.5,000/- (Rupees five thousand only) in the form of account payee demand draft /bankers cheque, drawn on a scheduled commercial bank in India, in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C." payable at New Delhi, must reach at the address given below by 25.02.2020 at 13.00 hrs. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

Assistant Commissioner
Directorate of Logistics,
Indirect Taxes and Customs,
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110511

- 1.6 In the event of any of the above mentioned dates being subsequently declared as a holiday /closed day for the purchase organisation, the tenders will be opened on the next working day at the appointed time.

- 1.7 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
- a) Tenders received without the Tender fee.
 - b) Tenders received without EMD.
- 1.8 The undersigned reserves the right to withdraw, split, modify and/or cancel the tender without assigning any reasons whatsoever.

Sd/-
Chief Commissioner
For and on behalf of the President of India
Phone: 011-24693529 Fax: 011-24697497

SECTION - I

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1.1 Introduction

1.1.1 It is proposed to deploy machines that are suitable for full body screening of the personnel to detect items such as weapons, explosives (plastic/power), narcotics, currency notes, detonator, precious stones/metals, diamond, liquids, ceramics, etc. concealed under the clothes, on the body or inside body cavities of the persons, prosthetic devices, plaster cast, etc. These machines will be used as a secondary mode of screening based on profiling. The goods and related services required, delivery schedule and destinations are given in Section III "*List of Requirements*" and Section IV provides "*Technical Specifications*" of FBSS.

1.1.2 This section gives instructions to tenderers regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.

1.1.3 Failure to provide the required information and/or failure to comply with the instructions in these tender documents or give false/incorrect information may result in rejection of its tender.

1.2 Definitions and Abbreviations

1.2.1 The following terms and abbreviations used in these documents shall have the meaning as indicated below.

1.2.2 Definitions

- i. "Contract" means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexure, etc.
- ii. "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- iii. "Contract price" means the price provided in clause 2.12.1 of Section II of the tender document.
- iv. "Day" means calendar day.
- v. "Delivery" means supply of systems or stores in finished and completely ready for use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners/ Principal Commissioners of the Department or the Inspecting Authority.
- vi. "Goods" means the goods indicated in the List of Requirements (Chapter III).
- vii. "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer.
- viii. "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- ix. "Inspecting Authority" means the authorised representative of the Department to act as Inspecting Authority for the purpose of this contract and for the purpose of ascertaining the progress of the deliveries under the contract.
- x. "Integrity Pact" means the pre-bid pre-contract agreement as per the format in Form-13 Section IX, which should be signed between the Purchaser and the Tenderer, prior to uploading of the bid, as required for tenders of Government of India.
- xi. "L1" means the Tenderer whose tender is the lowest.
- xii. "Material" means anything used in the manufacture or fabrication of FBSS or its parts / Facility.
- xiii. "Performance Security / Security Deposit" means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- xiv. "Purchaser" means the President of India acting through Commissioner/ Principal Commissioner/Chief Commissioner, Directorate of Logistics, Indirect Taxes and Customs, Ministry

- of Finance, Department of Revenue, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 and includes his successors in office, nominees, authorized representatives.
- xv. "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the Supplier covered under the contract.
 - xvi. "Specification" means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
 - a. Specifications / Requirements
 - b. Drawings/Data and other relevant information for the turn key execution of contract
 - c. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
 - d. Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.
 - xvii. "Supplier" means the individual, company or the firm supplying the goods and services, to which the award has been issued under this tender.
 - xviii. "E-Tender/Tender" means quotation/bid submitted online.
 - xix. "Tenderer" means individual, company, firm offering the tender.
 - xx. "Technical specification" includes
 - a. Specifications, Drawings, Documents and Certificates as referred in Section IV
 - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
 - xxi. "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.
 - xxii. "User Commissionerate" means those Offices of the Department under whose jurisdiction FBSS are to be installed as detailed in Para 4 of Section III.
 - xxiii. "X-ray based Full Body Scanning System" means goods as per the specifications mentioned in Section IV of the tender.

1.2.3 Abbreviations:

"AERB"	Atomic Energy Regulatory Board of India
"AMC"	Annual Maintenance Contract
"BG"	Bank Guarantee
"CBIC"	Central Board of Indirect Taxes & Customs
"CCAMC"	Centralised Comprehensive Annual Maintenance Contract
"CD"	Custom Duty
"CPPP"	Central Public Procurement Portal
"DD"	Demand draft
"DGS&D"	Directorate General of Supplies and Disposals
"DP"	Delivery Period
"EMD"	Earnest Money Deposit
"FAT"	Factory Acceptance Test
"FBSS"	Full Body Scanner System (X-ray based)
"FOB"	Freight on Board
"GCC"	General Conditions of Contract
"GIT"	General Instructions to Tenderers
"GOI"	Government of India
"ISO"	International Standard
"LD"	Liquidated Damages
"NIT"	Notice Inviting Tenders.
"OEM"	Original Equipment Manufacturer
"QA"	Quality Assurance
"QAP"	Quality Assurance Plan
"QC"	Quality Control
"SAT"	Site Acceptance Test
"TED"	Tender Enquiry Document

1.3 Language of tender

The tender and all subsequent correspondence shall be in English. If any literature submitted by the tenderer is any other language, an authenticated English translation thereof should also be submitted and in such a case, the English translation shall be considered for interpretation of the tender.

1.4 Eligible tenderers

Only tenderers who fulfil the qualification criteria specified in Section VI are eligible to apply.

1.5 Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The Purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

1.6 Tender Enquiry Documents

1.6.1 In addition "Global Notice inviting Tender" (GNIT), the tender enquiry documents include:

- Section I - General Instructions to Tenderers (GIT)
- Section II - General Conditions of Contract (GCC)
- Section III - List of Requirements
- Section IV - Technical Specifications
- Section V - Quality Control Requirements
- Section VI - Qualification Criteria
- Section VII - Price schedule
- Section VIII - Instructions for online bidding
- Section IX - Form 1 - Tender Form
- Form 2 - Manufacturer's Authorization Form
- Form 3 - Bank Guarantee Form for EMD
- Form 4 - Bank Guarantee Form for Performance Security / Balance 10% Payment
- Form 5 - Contract Form
- Form 6 - Bank guarantee pro forma for advance payment of CAMC Charges
- Form 7 - Document for Conducting Factory Acceptance Test (FAT)
- Form 8 - Model Certificate of Receipt at Site of Installation
- Form 9 - Model Certificate of Installation
- Form 10 - Model Certificate of Delivery & Acceptance
- Form 11 - Claim payment by the supplier
- Form 12 - Information in respect of Previous Supplies by Tenderer
- Form 13 - Format for Pre-contract Integrity pact

1.6.2 Details of the goods and services to be supplied, terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. Tenderers are expected to examine all these details before submitting their tenders.

1.7 Amendments to Tender Enquiry Documents

1.7.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a potential tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbic.gov.in ; www.dolbec.gov.in or www.eprocure.gov.in

1.7.2 All such amendments shall be binding on the tenderer. The tender Documents shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers shall not be construed as an amendment to the Tender Documents.

1.7.3 In order to give the potential tenderer reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

1.8 Pre-contract Integrity Pact

1.8.1 Prospective tenderers have to sign a pre-bid, pre-contract Agreement called the Integrity Pact as per the format given in Form – 13 of Section IX with the purchaser before submitting their tenders and in any case, at least two days prior to the last date for submission of tenders. For this purpose, they should send a letter or fax well in advance seeking a convenient date and time.

1.8.2 In case of the successful Tenderer a clause would be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation, as contained in Form – 13, shall be applicable for forfeiture of Performance Bond in case of a decision by the Tenderer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

1.8.3 Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Purchaser and Purchaser shall not be required to assign any reason thereof.

1.8.4 No interest shall be payable by the Purchaser to the Tenderer on Earnest Money and or/Security Deposit/Performance Bond for the period of its currency.

1.9 Clarifications on Tender Enquiry Documents

1.9.1 Potential tenderers seeking clarifications on the tender document should submit their queries *online* by 21.01.2020 upto 1300 hrs. These queries would be answered in the pre-bid conference. Instructions for submitting online tender is enclosed in Section VIII.

1.9.2 A Pre-bid conference will be held on 29.01.2020 at 1430 hrs. in the office of the Principal Commissioner, Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511. Tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-bid Conference should bring with them letters of authority from the tenderer they represent.

1.9.3 All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.cbic.gov.in; www.dolcbec.gov.in or www.eprocure.gov.in. No queries and requests for clarifications will be entertained after the Pre-bid Conference.

1.10 Documents Comprising the Tender

1.10.1 The Tender shall be submitted online in two covers, First cover will contain Technical Bid and second cover will contain Price Bid.

1.10.2 Technical Bid must be contain duly filled and signed Tender Form. It shall, *inter alia*, contain the following:

- a) Scanned copy of Tender fee as per instructions given in NIT.
- b) Scanned copy of Earnest money furnished in accordance with clause 1.14 of Section I of this section or, documentary evidence as per clause 1.14 of Section I for claiming exemption from payment of earnest money.
- c) Tender Form as per Form-1 of Section IX.
- d) Scanned copy of signed pre-contract integrity pact as per Form -13 of Section IX
- e) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderers qualifications shall be:
 - (i) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer/ OEM to quote for and supply the goods to the Purchaser. The tenderer shall submit the

manufacturer's authorization letter to this effect as per the standard form provided under Form 2 of Section IX in this document.

- (ii) The tenderer has the required financial, technical, production and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VI in this documents.
 - (iii) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the tenderer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
- f) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
 - g) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;
 - h) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
 - i) Copies of documents defining constitution and legal status of the tenderer;
 - j) Documents indicating long-term (minimum 12 years) arrangements with the OEM (if the Tenderer is not an OEM itself);
 - k) Copies of fax messages and letters sent and received during the Tender period;
 - l) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
 - m) Documentary proof to show that the tenderer has supplied minimum requisite numbers of Full Body Scanner Systems during the past three years in India or abroad;
 - n) Documentary proof to show that the tenderer has maintained minimum requisite numbers of X-based FBSS or any other X-based Scanners (baggage/cargo) per year under warranty/AMC in India per year during the past 3 years.
 - o) Documents indicate the arrangements in regard to maintenance during warranty and post warranty periods; including copies of documents of previous association and long-term agreement between the tenderer and the maintenance entity, if any.
 - p) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale.

Please Note -

1. The tender is required to be submitted online by a person having digital signature issued by any Certifying Agency. If the tender submitted by proprietary or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration/ incorporation particulars of the firm. In the case of a company the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the company Secretary shall be enclosed. Further, in the case of company, Board of Directors needs to authorise individual to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.

2. The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as considered necessary by them.

1.10.3 Price bid shall be as per proforma given in Section VIII of the Tender document and shall be for the tendered item only. Bid with options or conditions shall be liable for rejection. It shall be ensured that Price bid is only submitted online.

1.10.4 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.

1.10.5 A tender, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.

1.11 Tender currencies

1.11.1 Tender price may be quoted in Indian rupees or in any freely convertible currency. However, the installation and commissioning charges, if any, should be quoted in Indian rupees only. Also, price for maintenance services shall be quoted in Indian Rupees only. The prices should be quoted both in figures and in words, in such a way that interpolation is not possible.

1.11.2 Commission for Indian Agent, if any payable by the tenderer, should be indicated in the price schedule in Indian Rupees only.

1.11.3 Tenders, where prices are quoted in any other way shall be treated as unresponsive and rejected.

1.12 Contract Price

1.12.1 The Contract Price of the FBSS shall be the price of FBSS chargeable for delivery at the place of installation. This price shall be firm and fixed and not subject to any variation except in cases where the rate of applicable taxes payable in India undergoes a change. These taxes shall be paid as per actuals. The contract price shall also include the cost of installation & commissioning, insurance, inspection & survey charges, test and trials, delivery, training, services of manufacturer's for two years warranty period.

1.12.2 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

1.12.3 The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labor, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation, statute, ordinance, decree, law, regulation that may occur in the country in which the FBSS is being manufactured.

1.12.4 Further, during the period of delivery systems, in case the supplier delivers the system of identical specification at less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the purchaser and the other party. Any difference in the terms of supply shall be duly accounted in the process.

1.12.5 Comprehensive Annual Maintenance charges for post-warranty maintenance shall include the cost of spare parts that may be required to be replaced, inclusive of taxes and duties on the spare parts. GST and other taxes, if applicable, on the contract for maintenance shall be mentioned separately. GST and other taxes, if applicable, shall be reimbursed as per actual.

1.13 Indian Agent

If a foreign tenderer has engaged an Indian agent in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission payable by him, if any, in a manner described under GIT sub clause 1.11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) The Indian agent shall also give details of registration with Government e-Marketing (GeM).

1.14 Earnest Money Deposit (EMD)

1.14.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period. Hence, an EMD amount for Rs.1.20 crore (Rupees One Crore Twenty Lakhs only) must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New

Delhi by 25.02.2020 at 1300 hrs. Scanned copy of EMD is required to be uploaded along with Technical bid. Tenderers, who are currently registered and also will continue to remain registered during the tender validity period with Government e-Marketplace (GeM) or with National Small Industries Corporation (NSIC), New Delhi, for the tendered goods & services, are exempted from payment of Earnest money. In case the tenderer falls in these categories, they should furnish certified copy of their registration with these agencies, clearly specifying the details of items for which they are registered. Tenderers claiming EMD exemption shall necessarily be registered as dealers or original equipment manufacturers (OEM) in the production of tendered goods. Merely registered as a dealer / representative of any original equipment manufacturers (OEM) of any goods does not qualify for exemption of EMD.

1.14.2 The earnest money shall be furnished in the form of Bank Guarantee as per format given in Form-3 of Section IX of this document.

1.14.3 The earnest money shall be valid for a period of 45 days beyond the validity period of the tender.

1.14.4 Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

1.14.5 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

1.15 Tender Validity

1.15.1 The tender shall remain valid for acceptance for a period of 180 days (One eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

1.15.2 In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.

1.15.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

1.16 Instructions on e-tendering

1.16.1 The Tenderers shall submit their tenders as per Clause 1.10 of this section.

1.16.2 Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>

1.16.3 Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>

1.16.4 Tenderers are advised to follow the instructions provided in the "Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>".

1.16.5 The server time (which is displayed on the Tenderers' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers must follow this time during bid submission and are advised to do advance planning and take adequate precautions. Any delay in on-line submission of the bid on account of technical

fault of e-procurement site/ system will not be taken cognizance of, if bid is not submitted within due date and time.

- 1.16.6 All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 1.16.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.16.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 1.16.9 Bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for the bid opening meetings.
- 1.16.10 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 1.16.11 Tenderer shall submit his technical bid as per the Tender form (Form 1 of Section IX) along with all necessary enclosures.
- 1.16.12 Technical bid should not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.
- 1.16.13 Tenderer shall submit his Price Bid strictly as per the Price Schedule given in Section VII.

1.17 Alteration and Withdrawal of Tender

- 1.17.1 The tenderer, after submitting its tender, may alter / modify its tender online within the deadline for submission of tenders. Alterations/modifications to tenders are not possible and are not permitted after the prescribed deadline or subsequent thereto.
- 1.17.2 No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

1.18 Opening of e-Tenders

- 1.18.1 The Purchaser will open the Technical bids at 15.00 hours on 26.02.2020. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 1.18.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.
- 1.18.3 The first cover, i.e. Technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document. If the details/data given in the technical bids are found in conformity with the technical specifications prescribed in Section IV and qualification criteria given in Section VI, testing of the models offered by the Tenderers shall be carried out to ascertain the actual performance of the systems. All the costs for carrying out tests to ascertain performance of the system shall be borne by the tenderer.
- 1.18.4 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated.

1.19 Basic Principle

1.19.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, and amendments, if any based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

1.19.2 The Purchaser reserves the right to have the financial and other data / credentials claimed by the tenderer verified independently, if necessary by a third party. If the data/ credentials furnished are found to be incorrect, the Purchaser will reject the particular Tender summarily. The Purchaser also reserves the right to reject any Tender submitted by a party if it comes to know *suo moto* of any adverse reports on the financial condition of the tenderer.

1.20 Preliminary Scrutiny of Tenders

The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as unresponsive and ignored.

1.21 Minor Infirmary / Irregularity / Non-Conformity

If during the preliminary examination, the Purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a tender, the Purchaser may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Purchaser will convey its observation on such issues to the tenderer either online or by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

1.22 Discrepancy in Prices

1.22.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

1.22.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

1.22.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 1.22.1 and 1.22.2 above.

1.22.4 If, as per the judgement of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

1.23 Qualification Criteria

Tenders of the Tenderers, who do not meet the required qualification criteria prescribed in Section VI, will be treated as unresponsive and will not be considered further.

1.24 Scrutiny & Evaluation of Tender Technical Bids

1.24.1 Tenders of the Tenderers, who do not meet the required qualification criteria prescribed in Section VI, will be treated as non-responsive and will not be considered further.

1.24.2. The technical bids will be evaluated by the Tender Evaluation Committee (TEC) to assess the following:

- a) Is the bidder eligible and qualified to submit the tenders?
- b) Does the tender conform to all the Instructions to Tenderers?

- c) Are the goods and services offered as per the Schedule of Requirements and Technical Specifications?
- d) Is the proposed set-up for warranty and post-warranty maintenance satisfactory?
- e) Is the bidder capable of providing the goods and services?

1.24.3 To assist examination, evaluation and comparison of the bids, the Purchaser may at its discretion, request any Tenderer for a clarification/ additional information on its bid. Any clarification/ additional information submitted by a Tenderer in respect to its bid and that is not in response to a request by the Purchaser shall not be considered for evaluation purposes. The Purchaser's request for clarification and the response shall be in writing. No change in the price and substance of the bid shall be sought or offered or permitted.

1.25 Conversion of tender currencies to Indian Rupees

Price bids of all responsive tenderers will be converted into Indian Rupees for the purpose of equitable comparison and evaluation. Any part of the bid not in Indian Rupees will be converted at the exchange rates established by the State Bank of India (BC selling Rate) for similar transactions, as on the date of opening of the Technical Bid. If on this date, due to any reasons such exchange rates are not available (FOREX market being closed), the latest available rates prior to the date of opening shall be considered.

1.26 Duties and Taxes

1.26.1 The tenderer shall pay all non-Indian taxes, duties, and levies, lawfully assessed against the Purchaser or the tenderer in pursuance of the contract.

1.26.2 All the duties and taxes paid by the Supplier in India will be reimbursed as per actual. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties, will be entertained.

1.26.3 The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, payment of duties and taxes shall be made as per actual and the statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. In case any new taxes and duties imposed by the Government of India that will be on the Purchaser's account. Similarly, any increase/ decrease in net input tax credit on account of imposition of new taxes and duties imposed by the Government of India will be on the Purchaser's account.

1.26.4 The Purchaser is not liable to any claim on account of fresh imposition and / or increase of statutory duties or taxes on the raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

1.26.5 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.

1.26.6 In case the Purchaser finds the duties and taxes mentioned incorrectly, the Purchaser reserves the right to change it to the values considered appropriate and in that event the price quoted by the tenderer shall be adjusted accordingly. If it is felt that the duties were mentioned incorrectly to gain unfair advantage the tender will be liable for rejection.

1.26.7 The Supplier shall intimate to the Purchaser at least 60 (Sixty) days in advance the anticipated delivery date of the Systems.

1.27 Terms and Mode of Payment

1.27.1 The detailed terms and mode of payment shall be as under:

S. No.	Stage	Payment	Documents to be submitted
--------	-------	---------	---------------------------

1.	Upon completion of FAT and receipt of FBSS at site of installation	80% of the Basic cost of FBSS	1. Supplier's commercial invoice in duplicate. 2. Certificate of Receipt issued by the user Commissionerate (as per Section- IX).
2.	On payment of Taxes & Duties	100% Taxes and Duties	Document showing proof of payment of taxes & duties on FBSS, duly attested by the appropriate authority.
3.	On installation & commissioning of FBSS	10% of the Basic cost of FBSS	1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by user Commissionerate as per Section-IX.
4.	On completion of Delivery	Balance 10% of the Basic cost of FBSS + other charges, if any	1. Supplier's commercial invoice in duplicate. 2. Delivery & Acceptance certificate as per Section-IX. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section- IX.

Note: Basic cost of the machine will include cost of FBSS, Commissioning & Installation, Insurance, Freight, Commission of the Agent, if any and cost for any other value addition.

1.27.2 No advance payment shall be made.

1.27.3 The payment shall be made in the currency / currencies authorised in the contract.

1.27.4 The payment in foreign currency shall be made through Direct Bank Transfer (DBT) in the quoted currency. The rate of exchange shall be the rate on the day of release of payment.

1.27.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.

1.27.6 While claiming payment, the Supplier should also certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment has been fulfilled as required under the contract.

1.27.7 While claiming reimbursement of duties, taxes etc. actually paid, to be supported by relevant documents, (like goods & service tax, customs duty etc.) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities.

1.27.8 The Bank Guarantee submitted against release of balance 10% payment shall remain valid till 90 days after the expiry of warranty period.

1.27.9 In case the machine is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit and 10% of the Bank Guarantee submitted against the release of 10% of balance payment shall be forfeited.

1.27.10 All costs, damages or expenses that the Purchaser may have paid to rectify the defects developed will be claimed by the Purchaser from the Supplier as and when they arise. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due to him from the Supplier under the contract or may be recovered by actions of law or otherwise.

1.28 Contacting the Purchaser

1.28.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the Purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

1.28.2 In case a tenderer attempts to influence the Purchaser in his/her decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the Purchaser.

1.29 Purchaser’s Right to accept any Tender and to reject any or All Tenders

1.29.1 The Purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

1.29.2 The Purchaser reserves the right to disqualify any one or more tenderer on the grounds of national security and public interest.

1.30 Evaluation and Award Criteria

1.30.1 Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section VI, shall be evaluated first in terms of parameters/ specifications given in Section IV of the tender document. If the details/ data given in the technical bids are found in conformity with the technical specification prescribed in Section IV, the Tender Evaluation Committee (TEC), at it’s discretion, may visit the sites where offered FBSS have been installed by the Tenderer to witness it’s performance or may seek technical presentation by the Tenderer or may hold discussions with the authorities where such systems have been supplied. In case of visit to the site(s) of installation of FBSS to witness performance, the cost of travel, stay, boarding etc., of the members of TEC will be borne by the members or by the Purchaser. However, all costs associated with conducting the demonstration shall be borne by tenderer.

1.30.2 After determining at the technical evaluation stage that the model offered is in conformity with the requirement, the technical bids submitted by the Tenderers shall be accepted. Price bids of the Tenderers, whose technical bids are accepted, shall only be opened.

1.30.3 The lowest tenderer (L1) shall be determined on the basis of net cash outflow from the Purchaser in the first eight years after completion of warranty period of two years. Future cash flows for this purpose shall be converted into “net present values” by using the discounted cash flow procedure @ 9% per annum. The net cash outflow will be as under: -

$$\text{Net cash outflow} = (P) + (M); \text{ Where } (P) = \text{Contract Price of the system}$$

$$(M) = \text{Sum of discounted annual maintenance charges for eight years}$$

For calculation of (M) above, payments on account of AMC shall be discounted to present values as under:

Sl. No.	Payments	Discounting factor	Net Present Value
	A	B	A / B
1	1 st Year AMC advance	1.19	
2	1 st Year AMC balance	1.30	
3	2 nd Year AMC advance	1.30	
4	2 nd Year AMC balance	1.41	
5	3 rd Year AMC advance	1.41	
6	3 rd Year AMC balance	1.54	
7	4 th Year AMC advance	1.54	
8	4 th Year AMC balance	1.68	
9	5 th Year AMC advance	1.68	
10	5 th Year AMC balance	1.83	

11	6 th Year AMC advance	1.83	
12	6 th Year AMC balance	1.99	
13	7 th Year AMC advance	1.99	
14	7 th Year AMC balance	2.17	
15	8 th Year AMC balance	2.17	
16	8 th Year AMC balance	2.36	
Sum of total discounted AMC charges (M)			

1.30.4 Notwithstanding inclusion of CAMC charges in the evaluation criterion, all duties and taxes forming part of the Proforma in Section VII shall be taken into account for purpose of evaluation of bids.

1.30.5 Subject to clause 1.24 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

1.31 Variation of Quantities at the Time of Award

The Purchaser reserves the right to decrease or increase the original quantity by $\pm 25\%$ at the time of placing award.

1.32 Notification of Award

Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) online as well as in writing, by registered / speed post or by fax/e-mail/cable. The successful tenderer(s) must furnish to the purchaser the performance security within twenty one days from the date of the notification in Form-4 of Section IX (details of the performance security are in clause 2.5.2 of Section II, GCC).

1.33 Issue of Contract

1.33.1 After notification of award, the Purchaser will mail the contract form (Form-5 of Section IX) to the successful tenderer by registered / speed post for signing.

1.33.2 Within twenty one days from the date of the award, the successful tenderer and Purchaser shall sign contract as per the mutually convenient date.

1.33.3 There shall be a separate contract for maintenance of the system for the post warranty period. The post warranty maintenance requirements are outlined in Section III which will form the basis for issue of AMC.

1.34 Non-receipt of Performance Security and Contract by the Purchaser

Failure of the successful tenderer in providing performance security shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it.

1.35 Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the notice board of the Directorate of Logistics and also on the web site of the Purchaser www.cbic.gov.in , www.dolbec.gov.in or www.eprocure.gov.in.

1.36 Process to be confidential

Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of Contract shall not be disclosed to Bidders or to other person(s) not connected with the tender evaluation process.

1.37 Title and Risk

Title to and risk of the systems shall pass on to purchaser upon delivery and acceptance thereof by the purchaser after signing of certificate of delivery and acceptance as provided in Section-IX.

SECTION - II

GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Application

The following General Conditions of Contract shall be applicable for this purchase.

2.2 Use of contract documents and information

2.2.1 The tenderer shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the tenderer in the performance of the contract emanating from this tender enquiry document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2.2 The tenderer shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in sub-clause 2.2.1 above except for the sole purpose of performing this contract.

2.2.3 Except the contract issued to the tenderer, each and every other document mentioned in sub-clause 2.2.1 above shall remain the property of the Purchaser in their name and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under the contract.

2.3 Patent Rights

The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser.

2.4 Country of Origin

2.4.1 All goods and services to be supplied and provided under the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

2.4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

2.5 Performance Security

2.5.1 Within 21 days after the issue of notification of award by the Purchaser, the tenderer, shall furnish performance security to the Purchaser for an amount equal to ten per cent of the total value of the contract. This Security shall remain valid up to 90 days after the date of completion of all contractual obligations by the Supplier, including the expiry of warranty obligations and signing of AMC.

2.5.2 The Performance security shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Form-4 of Section IX of this document.

2.5.3 If Tenderer fails to fulfil its obligations in terms of the contract, the amount of the performance security shall be payable to the Purchaser as compensation and the Purchaser can invoke the said Performance Bank Guarantee.

2.5.4 If any amendment is issued to the contract, the Supplier shall, within twenty one days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

2.5.5 Subject to sub-clause 2.5.4 above, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations and signing of the AMC.

2.6 Technical Specifications and Standards

The Goods & Services to be provided by the Supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in '*Technical Specification*' and '*Quality Control Requirements*' under Sections IV and V of this document.

2.7 Packing and Marking

The tenderer should pack the goods in strong and durable packing which can withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit upto final destination as per the contract.

2.8 Inspection and Quality Control

2.8.1 The Purchaser and/or its nominated representative(s) will, without any extra cost to the Purchaser may inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract.

2.8.2 The supplier shall inform purchaser two weeks before the proposed date of inspection and the Purchaser shall inform the Supplier its programme for such inspection and also identify three officials for this purpose within one week of receipt of such intimation. The inspection shall be completed within a week's time of intimation.

2.8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspecting authorities may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.

2.8.4 If the Supplier tenders the goods to the Purchaser's inspecting authorities for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, they may carry out the inspection and complete the formalities beyond the contractual delivery period at the risk and expense of the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.

2.8.5 The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's representative(s) during pre-despatch inspection mentioned above.

2.8.6 Goods inspected by the Purchaser and/or its Inspecting authorities at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient at site.

2.8.7 The equipment and its components must fulfill all legal regulations on safety and health requirements to comply with the Indian Electrical Code/Standards, Atomic Energy Regulatory Board, Bureau of Indian Standard, etc.

2.9 Terms of Delivery

Goods shall be delivered by the Supplier in accordance with the terms of delivery specified in the Section-III.

2.10 Transportation of Goods

The Supplier will arrange transportation of the ordered goods as per its own procedure.

2.11 Insurance

The Supplier shall, in his own interest, insure the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The Supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

2.12 Services

2.12.1 The supplier shall provide services as detailed in the List of requirements in Section-III.

2.12.2 Prices to be paid to the Supplier by the Purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the Purchaser and the Supplier. The Supplier shall certify in the invoice that the charged price do not exceed the contemporary rates charged by them to other customers for similar services.

2.13 Clearance / Receipt of Goods

The Supplier shall make his own arrangements for clearance of goods through customs and their receipt and onward despatch for the site of installation.

2.14 Warranty

2.14.1 The Supplier shall, by signing the contract, give warranty that the goods supplied under the contract will be brand new, unused and in full accordance with the requirements of the enquiry specifications and incorporate state of art technology with all recent improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further gives a warranty that the goods supplied under the contract shall have no defect arising from design, materials) or workmanship or from any act or omission of the tenderer, that may develop under normal use of the supplied goods under the conditions prevailing in India. The Supplier also gives warranty that the goods are not subject to any security, interest, lien or any other encumbrance.

2.14.2 This warranty shall remain valid for 24 months after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser in terms of the contract.

2.14.3 In case of any claim arising out of this warranty, the Purchaser shall promptly notify the same in writing to the Supplier.

2.14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed in clause 3.9.4 of Section III, repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

2.14.5 If any defect is rectified or defective goods are replaced during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four months from the date of completion of its repair / replacement and the systems starts functioning to the satisfaction of the Purchaser.

2.14.6 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.

2.15 Assignment

The Supplier shall not assign to anyone, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

2.16 Modification of contract

2.16.1 If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, design etc. where goods to be supplied under the contract are to be specially manufactured for the Purchaser;
- b) Additions in scope of services to be provided by the tenderer;
- c) Any other area(s) of the contract, as felt necessary by the Purchaser depending on the merits of the case.

2.16.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the Supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by the Purchaser, the Supplier shall convey its views to the Purchaser within fifteen days from the date of the Supplier's receipt of the Purchaser's amendment / modification of the contract.

2.17 Prices

The supplier shall charge prices for supply of goods and provision of services strictly as per prices quoted in the tender.

2.18 Delay in the Supplier's performance

2.18.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.

2.18.2 Subject to the Force Majeure provision under clause 2.22 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

- i) imposition of liquidated damages,
- ii) forfeiture of its performance security and
- iii) termination of the contract for default.

2.18.3 If at any time during the currency of the contract, the Supplier encounters conditions hindering timely delivery of the goods and performance of services, the Supplier shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Supplier's communication, the Purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Supplier's contractual obligations by issuing an amendment to the contract.

2.18.4 When the period of delivery is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, *inter-alia* contain the following conditions:

- (a) The Purchaser shall recover from the Supplier, under the provisions of the clause 2.19 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, goods and services tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, goods and services tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

2.18.5 The Supplier shall not despatch the goods after expiry of the delivery period. The Supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before despatch. In case the Supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser.

2.19 Liquidated damages

2.19.1 Subject to Clause 2.22 of this section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of value of contract.

2.19.2 If the delay exceeds two months from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.

2.19.3 The amount of Liquidated damages may be adjusted or set-off against any sum payable to the Supplier under this or any other contract with the Purchaser.

2.20 Termination for default

2.20.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser under sub-clauses 2.18.3 and 2.18.4 of this Section.

2.20.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 2.20.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

2.20.3 Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.

2.21 Termination for insolvency

If the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

2.22 Force Majeure

2.22.1 Notwithstanding the provisions contained in GCC clauses 2.18, 2.19 and 2.20, the Supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

2.22.2 For purposes of this clause, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not brought about at the instance of the Supplier claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions,

strikes and lockouts (not restricted to the establishment of the affected party) and freight embargoes but shall not include the unavailability of funds.

2.22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

2.22.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

2.23 Termination for convenience

2.23.1 The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate *inter-alia*, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

2.23.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the Supplier's receipt of the notice of termination shall be accepted by the Purchaser following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices;
- and / or
- b) To cancel the remaining portion of the goods and services and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the goods and services.

2.24 Governing language

The contract as well as all correspondence and other documents pertaining to the contract, which the parties exchange, shall be in English.

2.25 Notices

2.25.1 Notice, if any, relating to the contract given by one party to the other, shall be sent by e-mail or fax and confirmed through a signed hard copy delivered by hand/post/courier. The sender shall retain proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

2.25.2 Any and all notices and communications in connection with this Contract shall be in English and shall be addressed as follows, unless and until otherwise advised to the Buyer at:

Principal Commissioner
Directorate of Logistics,
Indirect Taxes and Customs,
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi 110 511
Phone: 91-11-24693529 Fax: 91-11-24697497

2.25.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

2.26 Resolution of disputes

2.26.1 In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Department of Revenue, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

2.26.2 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

2.27 Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to clause 2.26 above (Resolution of disputes), the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

2.28 General/Miscellaneous

2.28.1 The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis other Purchaser of its machines and shall always give the most competitive price for its machines to the Purchaser.

2.28.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

2.28.3 The Supplier shall notify the Government of India of any material change in their status or that of its Guarantor, in particular, where such change would impact on performance of the obligations under the Contract or the Guarantee(s).

2.28.4 Each member / constituent of the Supplier, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Government for performance of contract / services including that of its Associates / Sub-Contractors under the Contract.

2.28.5 The Supplier shall, at all times indemnify and keep indemnified the Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier / its Associate / affiliate etc.

2.28.6 All claims regarding indemnity including Clause 2.3 and 2.28.5 etc. shall survive the termination or expiry of the Contract.

SECTION - III

LIST OF REQUIREMENTS

3.1 Scope of Work

- i) Supply, installation & commissioning of FBSSs along with accessories and spares;
- ii) On-site training of staff and Maintenance during warranty period of two years;
- iii) Comprehensive Annual Maintenance Services [hereinafter referred to as (CAMC)] and training of staff, for a period of eight years after completion of warranty period of two years;
- iv) Product support;
- v) Product upgrades.

3.2 Delivery Schedule

Tendered quantity of FBSSs should be supplied, installed and commissioned within 09 (nine) months from the date of placement of order.

3.3 Terms of Delivery

3.3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to tenderer's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

3.3.2 Upkeep of FBSS till the time of its commissioning and delivery shall be the responsibility of the tenderer. No extra cost for upkeep of machine shall be payable to the supplier if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the Purchaser.

3.3.3 The successful tenderer shall be responsible to ensure the following:

- i) Sound packing of the items.
- ii) Shipment of the items (import of items, in case of foreign supply).
- iii) Insurance.
- iv) Custom clearance and handling of items at port of entry in India.
- v) Forwarding and transshipment of items up to the destination.
- vi) Insurance for inland transportation.
- vii) Receipt of equipment and installation of the same.
- viii) Training to the operating personnel
- ix) Maintenance of the equipment during the warranty period.
- x) Maintenance of the equipment during the post warranty period.

3.4 Locations for Commissioning

Tentative locations for installation of FBSS will be as per the table given hereunder:

S. No.	Consignee Commissionerate	Place of Delivery & training	Quantity
1	Chief Commissioner of Customs, Bengaluru Zone	Bengaluru	3
2.	Chief Commissioner of Central Goods & Service Tax, Central Excise & Customs, Thiruvananthapuram (Cochin) Zone	Calicut	3
3.	Chief Commissioner of Customs, Chennai Zone	Chennai	3
4.	Chief Commissioner of Central Goods & Service Tax, Central Excise & Customs, Thiruvananthapuram (Cochin) Zone	Cochin	3
5.	Chief Commissioner of Customs, Delhi Zone	Delhi	3
6.	Chief Commissioner of Central Goods & Service Tax, Central Excise & Customs, Hyderabad Zone	Hyderabad	3

7.	Chief Commissioner of Customs, Kolkata Zone	Kolkata	3
8.	Chief Commissioner of Customs, Mumbai Zone-III	Mumbai	3
9.	Chief Commissioner of Customs (Preventive), Tiruchirappalli Zone	Tiruchirappalli	3
10.	Chief Commissioner of Central Goods & Service Tax, Central Excise & Customs, Thiruvananthapuram (Cochin) Zone	Thiruvananthapuram	3
	Total		30

3.5 Progress

The Supplier shall submit a detailed Time Bar Chart within 15 days of the placement of order indicating number of activities covering various key phases of manufacturing and installation works such as procurement, manufacturing, despatch etc. The Supplier shall discuss the Bar Chart so submitted with Purchaser and the same after revision by the Purchaser, if any, shall be reviewed and periodical review reports shall be submitted by the Supplier to the Purchaser.

3.6 Product Support

The tenderer must submit an undertaking to give product support for at least 10 years from the date of expiry of warranty period and an indemnity bond shall be furnished towards the same.

3.7 General Maintenance Requirements

3.7.1 To offer satisfactory service during warranty period of two years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer/reputed contractor experienced in the field of maintenance of FBSS so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period. The indigenous manufacturer/ Contractor should meet the eligibility criteria laid down.

3.7.2 The firm or contractor with whom the tenderer has an agreement for providing warranty and post-warranty maintenance may be involved with operation / maintenance of the machine ab-initio to enable him to fully comprehend the work. The tenderer must intimate the name of such manufacturer, firm or contractor at the time of submission of tenders and a copy of the agreement between them which is valid for at least ten years after end of warranty period should be enclosed to the Technical bid.

3.7.3 The agreement between the tenderer and the contractor should clearly specify that the manufacturer will give all the necessary technical support including supply of spares to the contractor during the maintenance period so that the contractor can provide effective maintenance of all the FBSSs.

3.7.4 If the contractor fails to maintain the FBSSs, it shall be the responsibility of the Supplier to undertake or arrange for maintenance at the rates agreed in the contract.

3.7.5 Maintenance of FBSS should be carried out at the site of installation. In case, on-site maintenance/repair is not possible, the Supplier may make necessary arrangement, at his own cost, to take FBSS to his workshop for repairs. For the duration in which the FBSS is under repair, the Supplier shall provide a replacement FBSS so that the work of the Customs officials is not hampered.

3.7.6 There shall be a separate contract for maintenance of the machines for the post warranty period as distinct for the contract for supply of the equipment.

3.8 Warranty Maintenance

3.8.1 During warranty period, the Supplier shall set right the FBSS immediately, but in any case not later than 24 hours upon receipt of complaint. In case FBSS is not made operational within this stipulated period, penal charges as specified under clause 3.9.8 shall apply.

3.8.2 Preventive Maintenance shall be carried out once in 6 months i.e. 4 times during warranty period.

3.8.3 All spares parts/ components required to set right the FBSS shall be arranged and provided by the Supplier. However, this will not include parts' replacement required due to physical damage caused because of mal-operation/ mis-handling of the system, which will be determined by mutual assessment.

3.9 Post warranty Maintenance

3.9.1 The scope of CAMC shall include: (a) supply of all spare parts, (b) periodical preventive visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns.

3.9.2 During CAMC all parts/components shall be repaired / replaced by the contractor. No extra payment shall be made for replacement of parts. However, this will not include parts' replacement required due to physical damage caused because of mal-operation/ mis-handling of the system, which will be determined by mutual assessment.

3.9.3 Full particulars of maintenance service centres and qualified engineering staff should be enclosed to the tender bid.

3.9.4 All complaints regarding non-functioning of the FBSS and making it operational shall be attended within 24 hours of receiving the complaint. In the case of generator and conveyor motor faults, an additional time limit of 48 hours will be allowed.

3.9.5 The contractor shall carry out preventive maintenance visits at least once in a quarter. However, a gap of 8 - 10 weeks shall be maintained between two preventive visits.

3.9.6 The tenderer, shall furnish performance security to the Purchaser for an amount equal to ten percent of the total value of the CCAMC contract at the time of signing of CCAMC in the form of Account payee Demand Draft / Fixed Deposit Receipts in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" or Bank Guarantee as per Proforma 4 of Section IX of this document issued by any Scheduled Commercial Bank operating in India. The Security shall remain valid upto 90 days after the date of completion of all the contractual obligations by the Supplier.

3.9.7 50% of AMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Section IX or Account payee Demand Draft / Fixed Deposit Receipt in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any scheduled Bank for the same amount. The balance amount would be paid after satisfactory completion of one year and on production of the Verification Reports of the User Commissionerates by the contractor. Service Tax & Cess will be paid extra on submission of proof of payment.

3.9.8 If the equipment remains non-operational continuously beyond the maximum time limit prescribed in para 3.9.4 of this Section, a deduction @ 0.5% of annual CCAMC charges per day for seven days and thereafter @ 1% of annual CCAMC charges per day will be made from the maintenance charges for the period (no. of days) during which the equipment remains non-operational. The amount shall be deducted from the annual maintenance charges, at the time of making the final / balance payment.

3.9.9 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 3.9.5 above, a sum of 5% of annual CAMC charges shall be deducted at the time of making balance payment. If the Contractor fails to carry out preventive maintenance altogether during a preventive maintenance cycle, 10% of annual CAMC charges shall be deducted.

3.9.10 Any dispute or difference in connection with the CAMC contracts conditions shall also be resolved as per General Conditions of contract.

3.9.11 The price charged by the tenderer shall not exceed the prevailing rates charged by him from others for similar services. While claiming payments the tenderer shall give a certificate to this effect in its each bill.

3.9.12 The Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However

while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.

3.10 Training of Staff

Tenderer shall train at least 9 persons (to be nominated by the user Commissionerate) every six months for each FBSS in the operation and image evaluation during warranty & post-warranty periods. The training shall be hands-on as well as computer based. The cost for providing such training shall be deemed to have been included within the cost quoted.

3.11 Long-term availability of Spares

Long term availability of accessories and parts must be ensured over the product life. Tenderer shall provide a part catalogue covering complete range of spares/ components for FBSSs and accessories. The confirmation of having enclosed spare list is to be made in Technical bid.

3.12 Technical Manuals / Documentation

3.12.1 One Technical manual for the offered FBSS consisting of following documents shall be enclosed along with the technical bid for evaluation:

- a. Detailed specification.
- b. Block diagram of the system with brief descriptions.
- c. Working diagram of the complete system.
- d. Schematic circuit diagram as also unit / Module wise diagram and stage by stage detailed description.
- e. Data flow chart with data at different points during operations & testing.
- f. Component layout & position chart / photograph for ease of locating the components.
- g. Detailed technical data of all active components (X-ray generators, detectors, conveyors, sensors, etc.) & Modules being used in the system with DC voltages and input/output data clearly marked.
- h. List of components / units /PCB, module wise with value, tolerance, Part No., type and circuit reference.
- i. Servicing / Maintenance Instructions including preventive Maintenance schedule. Indicate type of test equipment to be used for maintenance.
- j. Trouble shooting chart with proper test sequence, Voltage and data at various test points.

3.12.2 The Supplier shall also provide one Technical manual and Calibration/Test jig with each system at the time of conducting Site Acceptance Test to the User Commissionerate.

3.12.3 All manuals and documents shall be in English language and in such a way that a qualified engineer/ technician is able to fully understand and do the preventive as well as breakdown maintenance with the help of these manuals.

3.13 Sufficiency of Tender

The tenderer shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities or in bills of quantities which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

3.14 Printed Terms and Conditions of Tenderers

Printed terms and conditions of the tenderer will not be considered as forming part of their tenders. In case terms and conditions applicable to this invitation to tender are not acceptable to any tenderer, their offer is likely to be rejected. The Purchaser shall not be bound to give reasons for his refusal to consider such tenders.

SECTION - IV

TECHNICAL SPECIFICATIONS

4.1 General

4.1.1 These specifications shall be read in conjunction with the general conditions of contract. In case of any variance with the general conditions of contract, the requirements specified herein will prevail. Technical specifications in this Section are indicative and not exhaustive. Tenderer should offer the most advanced and efficient model of the machine.

4.1.2 Tenderer should ensure that the design, material and capabilities of the machine offered are suitable for full body screening of the personnel to detect items such as weapons, explosives (plastic/power), narcotics, currency notes, detonator, precious stones/ metals, diamond, liquids, ceramics, etc. concealed under the clothes, on the body or inside body cavities of the persons, prosthetic devices, plaster cast, etc.

4.1.3 Tenderer should highlight the capability and limitations of the offered machine in detecting above mentioned contrabands. It is desirable that the Tenderer provide relevant test/ evaluation data in respect of detection/identification of concealed contraband such as narcotics, explosives, precious metals & stones, etc. The minimum detectable limits and confidence level of detection / identification of such items may be brought out in the Bid.

4.2 Supply Details

Supply of 30 Nos. of Full Body Scanning System (FBSS), each complete with requisite accessories, spares, calibration standard/test jig, etc., as specified hereunder. Requirements and performance better than specified will be acceptable albeit without price preference.

4.3 Compliance for submission of offer

- i) A single line block schematic diagram for the proposed machine with description and principles of operation.
- ii) Photographs, as well as in electronic media, of images obtained from scanning operations of the offered FBSS.
- iii) Comprehensive details on the capability of the software indicating the techniques used for presenting suspected items hidden on or inside the body and prosthetic devices, plaster cast, etc.
- iv) Type of indicators programmed for displaying various parameters of the machine.
- v) Comprehensive list of accessories, spares including X-ray generator, detectors/ sensors, PCBs, components, etc. and recommended list of critical spares.
- v) Power requirements for the entire machine in Watts at 230V, 50 Hz mains input.
- vi) Environmental & space requirement for the proposed machine with standard and optional accessories.
- vii) Complete technical details of FBSS, video camera, communication system, face camera and any special features proposed to be incorporated.
- viii) Details & drawings of test jigs, with calibration certificates, to evaluate machine performance, as required under clause 4.7 (xvii).
- ix) Certifications:
 - a) A certificate on the minimum guaranteed life of the machine as a whole from the manufacturer.
 - b) A certificate regarding the life of the X-ray generators from any independent Government agency or from the manufacturer.
 - c) Relevant ISO Certificates for design, manufacture, servicing of X-ray based scanning machines, including type test certificate.
 - d) A certificate to the effect that the offered machine conform to the requirements of international standards (to be specified by the Bidder).
 - e) 'No-objection certificate (NOC)' from Atomic Energy Regulatory Board (AERB), Govt. of India, for the offered model of machine [This should be provided along with the technical bid, if already available; or within 45 days of opening of the technical bid].

4.4 General Requirement

4.4.1 Machine design should be in accordance with the operating concept and performance specifications detailed herein.

4.4.2 Machine should be manufactured, inspected & tested by fully competent workmen. All materials furnished by the tenderer should be new, and should conform to applicable Indian standards or any international standard. It shall be of current manufacture only and should not have been refurbished nor under use in the past.

4.4.3 Machine, except portable component, should be held firmly in place except to the extent the proper performance criteria dictate the use of a resilient shock absorbing mounting. All fastening and supports should be adequate (with built-in safety margins) to support their loads. All switches, connectors, outlets, etc. shall be clearly, logically and permanently marked. Adhesive Tape Markers and screen printed Markers liable to erasure during use will not be acceptable.

4.4.4 Machine will be installed in the general areas of existing operational sites of the Customs. Precautions, as are necessary, should be taken with respect to: (a) guard against electromagnetic and electrostatic interference, (b) provide adequate ventilation, and (c) to ensure maximum safety (with failsafe interlocks, sensors, emergency stops, alarms, signage, conveyor shrouds, etc.) to the persons being screened and to the operators & other personnel in the area.

4.4.5 Care should be taken in wiring so as to avoid damage to cables and machine. All joints and connections should be made with resin cored solder or with suitable connectors. All wiring shall conform to the code of practice for electrical wiring / an installation as laid down in IS: 724 of 1964 or any other international standards, and its subsequent revisions, wherever applicable.

4.4.6 Machine shall be designed to work from 230 V AC, 50 Hz. mains supply. Machine should be able to withstand voltage fluctuation in the range of 170V to 260V & mains frequency fluctuations of $\pm 3\%$. The system shall have protection device and machine of suitable capacity such as isolation transformer / CVT / automatic voltage stabiliser or combination to guard against fluctuation of voltage or any other transients. The system should be ready for scanning with a short period (Bidder to indicate the period) once the power is resumed or the operation key is activated again.

4.4.7 Machine shall be designed for continuous operation (24 hrs. a day and 365 days a year). It should be operated safely without undue heating, vibration, noise, wear, corrosion, electromagnetic interference, etc. The Supplier should guarantee availability of 95% or better up time of the machine by design, material selection, manufacture, inspection, testing and its reliability evaluation.

4.4.8 Machine should be constructed on modular basis using plug-in type units/ components to the extent possible. Parts subject to failure, wear, corrosion, other deterioration or requiring occasional inspection, adjustment, replacement should be made easily accessible. It should not be noisy (Bid to indicate sound pressure level during operation)

4.4.9 Manufacture of the machine should be as per Quality Assurance Plan in place, which may be submitted. Adherence to QAP, its verifiability in implementation such as production records, internal inspection reports, etc., should be presented during factory acceptance test.

4.4.10 Machine & its systems should be designed to operate at temperatures of 0°C to 45°C, Relative Humidity: 5 to 95% non-condensing and storage temperatures of (-) 10°C to 50°C, and no deviation in the performance parameters should be noted.

4.4.11 Protective construction for the machine should be least IP 54, while that for conveyor unit should be IP 65 or better. Holding arrangement or suitable guard should be provided on to the platform/conveyor to prevent inadvertent falling of the persons during screening. It should be possible to monitor the speed of the platform/conveyor and switch-off the X-ray generator, in case platform/conveyor has stopped or failed.

4.4.12 Desk-top cover for operator console and Cabinet / Control desk with security housing and locking for keeping both the monitors and operator console should be provided. Anti-rodent and dust proof cover should be provided with each machine.

4.5 System Requirements

4.5.1 The system should use X-ray technology employing low ionizing radiation doses which can be deployed for non-intrusive screening of people for detection of contraband objects on and inside body cavities, prosthetic devices, plaster cast, etc.

4.5.2 The system should be efficient and effective, based on latest and proven technology to meet the objectives, ideally suitable for screening of persons for Customs and security purposes.

4.5.3 The system should have real-time image processing, so that suspect items hidden or masked by any other object can be identified and highlighted on the monitor screen for the operator. System should permit rapid and reliable determination of suspect items (opaque, translucent, transparent, etc.).

4.5.4 System should provide absolute privacy consideration for the scanning images. Software should locate and blur chest and lower abdomen & pelvic areas automatically. It should allow further inspection in above motioned areas only in case of suspect item found.

4.5.5 System should have feature to automatically delete the scanned images after a pre-defined time interval, unless specifically required to be stored.

4.5.6 System should give full/whole body image of the person (360 degree scan around person) from head to toe, at the same time allowing to see the hidden objects inside shoes up till toe level. There should not be need for multiple scans to obtain front, back or lateral projections.

4.5.7 System operation should be remote such that operator (sitting about 5 meters away) is not able to see the identity of the person being scanned. Control console should be ergonomically designed to minimize the operator fatigue and stress and should have single button access to standard features.

4.5.8 System should have facility to automatically detect arcs, low/high anode voltage, low/high anode current and over current errors on the X-ray controller and shall prompt an error window indicating a fault, and to allow changeable password for accessing to the service menu functions. In case of defective detector arrays/sensors, scanning should be disabled and error message/alarm should be displayed on the screen. The facility should also be available to identify and substitute the failed detectors during each power up sequence.

4.5.9 Rated and operating values (voltage-current) of the X-ray generators and type of generators & detectors used in the offered model of FBSS should be indicated in the technical bid.

4.5.10 X-ray emission shall automatically terminate after the exposure or in case of dose delivery beyond set value. Also, in case of any interruption of X-ray production by the functioning of any safety interlock, resetting the interlock shall not result in the production of X-rays. Provision may exist to limit the X-ray output to a pre-set value and the operator should be alerted in case the dose delivery exceeds the limit.

4.5.11 System should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.

4.5.12 Machine should be network ready for importing data into the system and exporting data & images from the system to the central servers of the Customs for personnel data management. Therefore, the machine shall not be accessible through open internet to the Supplier or any third party.

4.5.13 Provision should exist to photograph the person being scanned. Further, it should be possible to append personal details (including photograph) of the screened person with the corresponding x-ray scanned image. System should allow entering the personal details, photographs, etc. only after the screening is complete and suspect is detected.

4.5.14 Machine should have software controlled diagnosis report facility and system should give printout, if connected to a printer. USB ports should be available for connecting printer & external mouse, other than in-built mouse pad on the keyboard.

4.5.15 External hard disk of 2TB or more and an UPS of suitable rating shall also be provided with each machine.

4.5.16 FBSS will be housed within the premises of installations which under operation, and hence, space to install and operate FBSS, including screening zone, should not exceed 15 square meters. If required, necessary provision to prevent radiation scatter or leakage should be made so as to ensure that radiation dose beyond screening zone is within the limits, as stipulated by AERB, for unrestricted movement. Appropriate signage and barricade to demarcate screening zone should be provided. Provisions for radiation survey within screening zone, monitoring of dose to the operator and dose delivery control & monitoring to the screened persons to be explained in the Technical Bid.

4.5.17 If the machine fails to penetrate a particular item, then it should be possible to notify the operator. Also, automated on-line framing of suspicious materials may be preferred. These functions should be in real time requiring no operator involvement.

4.5.18 One set of Software in electronic media, Operator manual and Test jigs for each FBSS at every location shall be made available.

4.6 Referencing Document

- (a) ANSI N42.47-2010 “American National Standard for Measuring the Imaging Performance of X-Ray and Gamma-Ray Systems for Security Screening of Humans”.
- (b) ANSI N 43.17-2009 “Radiation Safety for Personnel Security Screening Systems Using X-rays or γ-rays”.
- (c) BS IEC 62709 “Radiation Protection Instrumentation – Measuring the Imaging Performance of X-ray Systems for Security Screening of Humans”.

In case of conflict in the requirement among the above referenced documents and the specifications in this Section, the rigorous requirement shall prevail.

4.7 Specifications

Specifications better than the one mentioned below may also be acceptable, albeit without price preference.

(i) Features

a)	Size (width x depth x height)	Bidder to specify
b)	Overhead clearance required, if any	--- do ---
c)	Scanning position (standing on platform/belt) – in case of moving belt/ platform, speed to be indicated & load carrying capacity	Bidder to provide
d)	Fields of view	Two separate views: (i) full/whole body image from head to toe; (ii) image of a specific part of the body e.g. torso, etc.
e)	Scan capture time	Less than 10 seconds
f)	Modes of operation (low dose, medium dose, high dose) – these should selectable	Dose per scan under each mode of operation to be provided
g)	X-ray source energy (for low dose, medium dose, high dose)	Source energy (kV, mA) employed in each mode of operation to be provided.
i)	Monitors (min. 2 Nos. per machine)	24” monitor or touch screen, 1920 x 1080 Full HD or better

j)	Video camera, communication devices	Bidder to provide details
k)	No. of X-ray ON warning lights	Bidder to specify
l)	Radiation dosimeters (min. 2 Nos. per machine)	Bidder to specify
m)	Image storage capacity	Bidder to specify
n)	System through-put	Bidder to specify along with process protocol

- (ii) Facility of image processing and enhancement with features like pseudo colour, inverse video, contrast stretching, edge enhancement, boxing & highlighting, etc. should be available. All image features should be controllable by keyboard/touch panel.
- (iii) Facility for variable contrast should be incorporated to allow enhancement of lighter and darker part of the image.
- (iv) Zoom facility should be available to magnify the chosen area of an image eight times (x 8) or more. Step less or dynamic zooming is preferred.
- (v) Material separation: System should be able to differentiate among different types of materials according to their atomic numbers/densities or by any other manner. Capability of the machine to differentiate materials such as explosive, narcotics, currency, precious metals, ceramic, powder, capsules, liquid, etc. masked on the body or hidden in body cavities / prosthetic devices/ wheel chairs/ plaster cast, should be clearly explained in the Technical Bid.
- (vi) Systems should have high performance imaging capability with 16 bit image depth. In addition to achieving the required detectability, sensitivity and resolution, images are to appear clear, focused, undistorted and with sharp edges & correct aspect ratio. It will be preferred to have image with 3-dimensional effect to aid material differentiation.
- (vii) Radiation level should not exceed accepted health standards of AERB of India at the machine as well as to the persons being screened and to the system operator. Radiation mapping diagram – dose to distance, and arrangement for separating exclusion zone from other normal working areas shall be furnished in the Technical Bid.
- (viii) It should be possible to enter the operator's personal identification number through keyboard/touch panel. It should be possible for the operator to record the decision/ results of evaluation on the image with time and date. It should not be possible to modify the image/ amend the records once saved. System should have ability to save the images in a format (Bidder to specify) viewable on any PC without the need for specialized software.
- (ix) All software features of the machine should be online and password protected. These features should be controlled from keyboard/touch pad of the machine only, which should be user friendly. To enable / disable the software features, system should not require rebooting. Machine shall not employ any embedded software.
- (x) It should be possible to record and print dose level used in scanning. Dose received by an individual during a scan shall get registered in the database automatically to ensure that the person won't be overexposed in the course of the succeeding multiple scans, in case such a need arises.
- (xi) System should work on Windows/ Linux or any Graphic User Interface (GUI) software. Each machine shall be supplied with the computer system and software version of current generation.
- (xii) Machine should have the capability to archive of the images for subsequent review or comparison purposes for which a search provision should be available with options viz. operator, time & date, scanned person. Archived images should be password protected and access should be through administrative control.

- (xiii) Provision should exist for image calibration when starting up the system, including displaying calibration values.
- (xiv) All software updates/image processing features shall be supplied free of charge during warranty and post-warranty period.
- (xv) The machine should have the software to automatically store the Actual day-to-day Run Time data in a read-only file as per the following format:

Date	Operator ID	Scanned person ID	Dose delivered	Accumulative dose, if any	Run time of FBSS	Remarks

No individual, regardless of access rights to FBSS, should be able delete or amend the above details.

- xvi) SAFETY
The machine must comply with requirements of relevant regulations with regard to mechanical & electrical safety, electro-magnetic compatibility, fire safety and radiological protection.
- xvii) IMAGING PERFORMANCE
 - a) The imaging performance of the machine will be evaluated as per the requirements specified in ANSI N42.47-2010/ BS IEC 62709; and additional requirements stipulated by AERB of India. The following test shall be conducted on each machine to measure the image quality:

Minimum acceptable imaging performance at reference location

Sl. No.	Image quality test	Full/ whole body field of view	Partial body field of view
(i)	Spatial resolution: - Smallest sphere diameter resolved	5 mm	2 mm
(ii)	Wire detection: - Smallest wire detected	28 AWG/ 0.321 mm	30 AWG/ 0.202 mm
(iii)	Material detection on body: - Thinnest disc discern	3 mm	2.5 mm
(iv)	Material detection in air: - Smallest plastic thickness discern - Smallest metal thickness discern	3 mm 1.6 mm	2 mm 0.8 mm
(v)	Penetration: a) through 350 mm HDPE (Body phantom plus 50 mm): - smallest sphere diameter resolved - smallest wire detected b) through 400 mm HDPE (Body phantom plus 100 mm): - smallest sphere diameter resolved - smallest wire detected	Report only --- do --- Report only --- do ---	Report only --- do --- Report only --- do ---

Note: It should be possible to meet the above parameters/ requirements without pressing any function key and should be available on-line. Necessary features to meet this requirement may be explained in the Technical Bid.

- b) All tests shall be tested and reported as per the procedures and requirements of ANSI N42.47-2010/ BS IEC 62709 during Factory Acceptance Test (FAT). In case the operational environment is significantly outside the range of 'standard test conditions', additional testing should be done to demon-

strate that imaging performance reported for standard test conditions remains unchanged at low-temperature/ low-humidity at high-temperature/ high-humidity limit of intended range.

- c) The Supplier shall supply one set of 'Body phantom & Test objects', constructed as the requirements of ANSI N42.47-2010/ BS IEC 62709, per machine at the time of conducting Site Acceptance Test (SAT) for checking serviceability of the machine and over time to calibrate the system or detect any performance degradation.
- d) Standard operating procedure for the machine, its periodic calibration, as well as for scanning of the persons shall be provided during FAT/SAT.

4.8 Software & Software upgrades

The software, including upgrades during the product life, deployed in the offered machine must be licensed for life-time and should not need any renewal including those for upgrades.

4.9 Instruction Manual

4.9.1 Instruction Manuals and one set of spare parts catalogue at the time of conducting Site Acceptance Test should be made available to the operator. It shall contain full details and drawings of the machine, testing, operation, installation and maintenance procedures of the machine.

4.9.2 After commissioning and initial operation of the machine, if the instruction manual requires any modification / additions / changes, the modified sheet shall be submitted to the operator.

4.9.3 All manuals and documents shall be in English language and in such a way that a responsible engineer / technician is able to fully understand and do the preventive as well as breakdown maintenance with the help of these manuals.

SECTION - V

QUALITY CONTROL REQUIREMENT

5.1 General

5.1.1 The Supplier shall provide adequate supervision at all stages of manufacture, supply, installation and commissioning.

5.1.2 Despatch of the machine shall be made only after factory acceptance test (FAT) of the machine has been conducted and the machine is accepted and cleared for shipment by the Purchaser. Supplier shall intimate to the Purchaser at least two months in advance of the dates set for conducting FAT.

5.2 Acceptance Test at Factory Level

5.2.1 Prior to despatch, a Factory Acceptance Test (FAT) shall be conducted by the Supplier at his factory premises on each machine to be delivered. Up to three (3) representatives of the Purchaser will attend FAT; and cost of travel, boarding and lodging for Purchaser's representatives shall be borne by the Purchaser.

5.2.2 To analyze the performance of the machines, all the Technical parameters prescribed in Section IV and Imaging Performance with 'Body phantom & Test objects' mentioned in Para 4.7(xvii) of the Section IV shall be included during the FAT. List of tests which shall be conducted are given in Form 7 Section IX.

5.2.3 The Supplier shall at his own expense, offer to the representatives of the Purchaser all reasonable facilities as may be necessary for satisfying themselves that the machine have been manufactured in accordance with specifications laid down in Section IV. Supplier may require making arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Purchaser.

5.2.4 If the Supplier fails to comply with the conditions aforesaid, the Purchaser shall, in his sole judgment be entitled to remove for test and examination all or any of the machine manufactured by the Supplier to any other premises. In all such cases the Supplier shall bear the cost of transportation and for carrying out such tests elsewhere and also provide such machine as he may require for testing purposes. A certificate in writing of the Purchaser that the Supplier has failed to provide the facilities and the means, for test, inspection and examination shall be evidence of such failure.

5.2.5 The Purchaser shall have the power:

- (a) To reject any machine or parts submitted as not being in accordance with the specification and the images submitted with the Technical Bid;
- (b) To mark the rejected machine or parts with a rejection mark so that it may easily be identified if re-submitted.

5.2.6 The Representatives of the Purchaser shall, within 10 days from the date of FAT shall give notice in writing to the Supplier of any objection to any specification / parameter of the machine and workmanship, which in his opinion is not in accordance with the contract. The Supplier shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to the Purchaser that no modifications are necessary to comply with the contract.

5.2.7 If, in the event of the machine or its part thereof, being rejected by the Purchaser, the Supplier shall be allowed to rectify / replace the fault and re-submit the machine or parts, within a time to be specified or mutually agreed by the Supplier. No extra payment will be made to the Supplier on account of such replacement / rectification. In case if he fails to do so within a mutually agreed time period the Purchaser may reject whole or any portion of the machine which is defective and not as per the parameters specified in the tender.

5.2.8 The Purchaser or his duly authorised representative shall have at all reasonable times access to the machine being installed and shall have the powers at all reasonable time to inspect and examine the material and workmanship of the machine during its manufacturing, fabrication, installation and commissioning.

5.2.9 The Supplier shall if so required at his own expense mark or permit the Representative of the Purchaser to mark all the approved machine or parts with a recognized Government or Purchaser's marks; or parts which cannot be so marked shall, if so required by the representative, be packed in suitable packages or cases each of which shall be sealed and marked with such mark.

5.2.10 In the case of machine or parts intended to be imported from outside India requiring FAT in the country of supply, the demand for inspection shall be submitted by the Supplier to the Purchaser in the form prescribed by the Purchaser, who will arrange for FAT depending on the technological requirements of machine to be tested. The demand for FAT shall be in respect of machine or parts intended for use in execution of work specifically included in the contract, shall give full particulars of the machine or parts to be tested. If required by the Purchaser, all tests necessary to ensure that the machine, machinery, complies with the particular specification and guarantees shall be carried out at the Supplier's premises. Should, however, it be necessary for the final tests as to performance and guarantee to be held over until the assembly of the machine they shall be carried out within one month of completion of assembly. Should the result of those tests not come within the margin specified, the tests, if required, shall be repeated within the month from the date the machine is ready for retest and the Supplier shall pay to the Purchaser all reasonable expenses to which he may be put to by such tests.

5.2.11 If the Supplier desires to appeal the decision of the Purchaser against the rejection of any work as not being in accordance with the contract, he shall appeal to the Purchaser within fourteen days after the Representative's decision and if, an appeal is so preferred; the decision of the Purchaser shall be final and conclusive.

5.2.12 On the machine or parts being found acceptable in the FAT by the Purchaser, he shall furnish the Supplier with necessary copies of the FAT acceptance report duly completed for being attached to the Suppliers bill in support thereof.

5.3 Installation at site

5.3.1 When the machine is delivered and assembled at site, including necessary cabling/wiring, terminations, labelling, interface integration, etc. Inspecting Authority and/or user Commissionerate in cooperation shall carry out the site acceptance tests. The site acceptance tests must include installation, inspection of all specified functions and agreed performance shown during FAT in all respects of specs and documentation.

5.3.2 Besides checking the image quality & performance with 'Body phantom & Test objects', the Supplier shall also perform trial runs with user Commissionerate to demonstrate the operational capabilities of the machine.

5.3.3 When all performance tests called for as per the specification given in Section IV will be successfully carried out after installation of the FBSS at the site by the Inspecting Authority and user Commissionerate, an Installation certificate as per proforma given in Section IX shall be issued by the user Commissionerate and the 'Body phantom & Test Objects', Software in electronic media and documents as mentioned in Para 4.7(xvii), 4.8 & 4.9 of Section IV shall be handed over to the user Commissionerate.

5.3.4 In the event of final or any outstanding tests being held over, such certificate shall be issued subject to the results of final or outstanding tests which shall be carried out in accordance with the relevant clause of the contract.

5.3.5 The User Commissionerate shall not delay the issue of Installation certificate contemplated by this clause on account of minor defects in the supply which do not

materially affect the use thereof provided that the Supplier shall undertake to rectify the defect in due course.

5.3.6 In case after the inspection, the machine is accepted but not installed the responsibility for its proper upkeep and maintenance shall dwell on the user Commissionerate till the machine is installed. However, till the time the proper receipt / acknowledgement for delivery / receipt of the FBSS is obtained, the responsibility for its proper upkeep and financial liability shall have to be borne by the Supplier.

5.4 Commissioning

5.4.1 After the installation the machine shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered FBSS works in accordance with the agreed specifications and without faults or malfunctions during the same time, the machine will be accepted. If not, the faults or malfunctions are to be rectified and a further trial period of 15 days is to be added to permit an additional attempt to meet the contract specifications. Maximum two additional attempts shall be given to meet the contract specification. After two additional attempts if the machine will not found functioning properly as per the specification laid out in the tender, the Purchaser may reject the FBSS. The decision of the Purchaser in this regard shall be final and binding on the Supplier. The loss caused if any due to rejection shall be entirely borne by the Supplier. The department shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.

5.4.2 After commissioning of the system and completion of Delivery, the user Commissionerate will issue a Delivery & Acceptance Certificate as per the proforma given in Section IX.

SECTION - VI

QUALIFICATION CRITERIA

6.1 Tenderers who can Bid

- 6.1.1 Manufacturers of original equipment (OEM), may bid directly.
- 6.1.2 Other Manufacturers who have an irrevocable long-term (minimum twelve years) agreement with an OEM can also bid. Terms of transfer of technical know-how or scope of agreement between the collaborators should also be clearly spelt out and enclosed with the tender.
- 6.1.3 An authorised representative, duly nominated by the OEM may also bid. In such a case, relevant documents indicating the tenderer is an authorised representative of the OEM shall be submitted in the tender bid. The OEM shall also give an undertaking to the Purchaser for continued supply of components / parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradation. Copy of agreement (valid for a period of 12 years) between OEM and the authorised representative confirming the above requirement and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted.
- 6.1.4 Average annual turnover of the tenderer of the equipment should be at least Rs.30 Crores during each of the last three financial years i.e. 2016-17, 2017-18 & 2018-19 and it should be a ongoing concern with positive net worth. Certified and published annual reports of the past three years are to be submitted along with the tender.
- 6.1.5 Tenderer/ manufacturer should have supplied at least 30 of X-ray based full body scanner systems in the past three years in India or abroad. A certificate to this effect with documentary proof should be enclosed by the Tenderer along with the Tender Form.
- 6.1.7 The tenderers in paras 6.1.1, 6.1.2 and 6.1.3 should have a network in India to maintain X-rays based scanning systems at /near about the locations where FBSS are proposed to be installed and should have maintained in India, X-ray based full body scanner systems or at least 15 X-ray based scanning systems (e.g. baggage scanners, cargo scanners, etc.) per year during each of the past three years either under Warranty or under AMC. If they do not have their own set up but maintain X-rays based scanners through their contractor, such contractor should have a network in India and should have been maintaining X-ray based full body scanner systems or at least 15 above mentioned types of X-ray based scanners per year during each of the past three years. List of X-ray based full body scanning systems or other types of above mentioned X-rays based scanners maintained, along with certificates from the customers regarding the satisfactory service, should be enclosed along with the Tender Form.

6.2 Permissible Combination

Only one bid will be accepted from OEM or through other manufacturer having MoU with OEM or through authorised representative nominated by OEM for any model of FBSS. In case if more than one bid for any model of FBSS is received from OEM or through other manufacturer having MoU with OEM or through authorised representative nominated by OEM, all such bids shall be summarily rejected.

SECTION - VII

PART - I : PRICE SCHEDULE

S. No.	Detail of cost	Unit Price of machine
1	Cost of FBSS (including insurance and freight), in INR or any free convertible currency	
2	Installation and Commissioning charges, if any, (chargeable to GST) in INR	
3	Customs Duty	
4	GST	
5	Any other taxes	
6	Commission to Agent, if any, in INR	
7	Total Price of 30 Nos. FBSS (INR or INR + free convertible currency)	

(Note: 1. Each Sl. No. shall be filled-in and shall not be kept "blank" or inserted with "----".
2. As the case may be, "Not applicable/ Not to be claimed" to be written.

PART - II : CCAMC

Sl No.	Year of AMC	Cost of AMC per machine in INR (A)	Total cost of AMC B= (A) X (i.e. Nos. of FBSS)	GST (C)	Grand Total Cost (B+ C), in INR
1	First Year (after warranty period of two years)				
2	Second Year				
3	Third Year				
4	Fourth Year				
5	Fifth Year				
6	Sixth Year				
7	Seventh Year				
8	Eighth Year				
9	Grand Total				

(Note: Each Sl. No. shall be filled-in. These shall not be kept "blank" or inserted with "----".)

SECTION - VIII

INSTRUCTIONS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/procure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid

documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. Any delay in on-line submission of the bid on account of technical fault of e-procurement site/ system will not be taken cognizance of, if bid is not submitted within due date and time.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted to the office of Tender Inviting Authority by specified date and time. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.

6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

SECTION - IX

FORM - 1

TENDER FORM

(The technical bid must be as per this form)

(Tender Notice No.01(AS)/2020 dated 07.01.2020)

Please read the following INSTRUCTIONS carefully before filling up the form.

1. The tenderer should obtain and/or download and carefully examine the above Tender Notice and all its tender enquiry documents (TED), including amendments, if any and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. **The copy of the TED and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.**
3. The tenderer should fill in all columns of this Tender Form and enclose supporting documents. The e-tendering process **may permit replacement of shortfall documents, e.g., a document which is not legible but no additional documents can be submitted after the tenders are opened.** Tenderers should therefore submit whatever documents they wish, in support of their tender along with the tender itself.
4. The following tenders shall be ignored:
 - a) Tenders received without the processing fee and EMD;
 - b) Tenders sent by fax/cable/e-mail/post or personally delivered;
 - c) Tenders received after the closing date and time;
 - d) Incomplete tenders and not accompanied by duly filled and signed Tender Form;
 - e) Tenders submitted by those who do not meet the qualification criteria;
 - f) Tenders that do not meet the basic technical and other requirements;
 - g) Tenders which have any shortfall documents and the tenderer does not make up the shortfall within the time specified by the purchaser;
 - h) Tenders where, in the opinion of the purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the purchaser.
5. Any tender may be rejected if:
 - a) The tender form is incomplete;
 - b) The resolution of the Board of Directors of the tenderer company authorising the person submitting the tender to do so not enclosed;
 - c) Documents in support of the claims made are not enclosed;
 - d) The bid price is directly or indirectly indicated in the technical bid;
 - e) Tenderer fails to provide required information or provide incorrect information or gives evasive reply or modify the tender or resile or fails to comply with instructions in TED;
 - f) The prices are not quoted in the manner indicated in the TED;
 - g) Tender validity is for the period less than stipulated in the TED, from the date of opening of tenders;
 - h) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on its financial condition and/or qualifying criteria has come to the knowledge of the purchaser;
 - i) Tenderer attempts to influence the purchaser's decision during scrutiny & evaluation of the tenders and award of contract;
 - j) Tenderer is disqualified on the grounds of national security or public interest.
6. Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
7. Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
8. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the purchaser constitutes a binding contract between them.

Having carefully gone through the above instructions and the TED, we, M/s. _____, the tenderer, agree to all the terms and conditions mentioned in them and hereby, make the following offer to supply goods and perform services as per the list requirements, delivery schedule and in conformity with all other conditions in the TED and amendments thereto. We will arrange for demonstration of models of FBSS being offered, within India, as per the convenience of the Purchaser.

Tenderer

1. Name of the tenderer _____
2. Address _____
3. Email _____
4. Phone _____ Fax _____
5. Income Tax Permanent Account Number (PAN): _____
6. Name and complete address of the Tenderer’s bankers _____
 - a) _____
 - b) _____
 - c) _____
7. Name and designation of the person digitally signing and submitting the tender _____
8. Is the person digitally signing and submitting the tender authorised by the tenderer? (Yes/No) *(Please enclose scanned copy of the Board’s resolution authorising the person to submit the bids without which the tender will be rejected)*
9. Whether business dealings with the tenderer currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Govt. (Yes/No)

Qualification

10. Is the tenderer an OEM of the goods being offered? Yes/No
11. Is the tenderer not an OEM but other manufacturer having an irrevocable long-term agreement (minimum twelve years) with the OEM manufacturer? Yes/No *(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration as indicated in Para 6.1.2, Sec. VI)*
12. Is the tenderer an authorised representative nominated by the OEM? (Yes/No) *(If yes, please enclose relevant documents as indicated in Para 6.1.3, Sec. VI)*
13. Turnover of the tenderer during the past three years (in Rs. Crores)

FY 2016-17	_____
FY 2017-18	_____
FY 2018-19	_____
Average	_____

(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2017, 2018 and 2019.)

14. How many X-ray based full body scanner systems the tenderer has supplied in the past three years in India or abroad? _____ *(Please enclose documentary proof)*
15. How many X-ray based full body scanner systems or other type of X-ray scanners (e.g. baggage, cargo, etc.) has the tenderer maintained under warranty/AMC during the past three years in India? _____ *(Please enclose documentary proof)*

Original Equipment Manufacturer (if different from the tenderer)

16. Name of the OEM manufacturing the FBSS _____
17. Address of the OEM _____
18. Phone _____
19. Fax _____
20. Email _____

Manufacturing company (whether tenderer or another OEM)

21. Does the company have ISO certification for manufacturing X-ray based scanner systems?
_____ (Please enclose copy)
22. Does the company have ISO certification for servicing/ maintenance of X-ray based scanner systems?
_____ (Please enclose copy)

Offer

23. The tender is valid up to _____
24. Make & Model Number of the FBSS offered _____
25. Para-wise response/ explanation and confirmation to be made in respect of requirements specified in Section-III, Section-IV and Section-V of Tender Document. (Please also furnish additional information/ clarifications, documents, etc. in support of your offer; merely compliance statement will not suffice).

Warranty & Post-warranty Maintenance

26. Do you have your own set up in India to provide the maintenance during warranty period and after warranty period under CAMC? (Yes/No)
27. If yes, please provide details (in 100 words) including experienced manpower & resource details and enclose relevant documents _____
28. If answer to question at 27 above is no, do you have any agreement with any other manufacturer or reputed agency to act as Maintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No) (Please provide a copy of such an agreement)
29. If yes, please provide details (in 100 words) and enclose a copy of the agreement and including previous association with and experience & manpower details of the manufacture/contractor in maintenance of systems similar to tendered systems. (Please note that you should identify more than one such agency to undertake maintenance responsibility)

Documents to be enclosed

30. Have you paid tender fee of Rs. 5,000/- and submitted DD/ banker's cheque in original in the Purchaser's office.
31. Have you submitted original bank guarantee for EMD in the Purchaser's office? (Yes/No)
32. Have you enclosed the following documents:
- Scanned copy of the DD/ banker's cheque of Rs. 5,000/- (Rupees five thousand only). (Yes/No)
 - Scanned copy of the Bank Guarantee of Earnest money deposit (EMD). (Yes/No)
 - Scanned copy of signed pre-contract integrity agreement. (Yes/No)
 - Documentary evidence to show your eligibility, qualification and capability to provide the goods and services required as per this Tender Document establishment to carry out installation, commissioning, maintenance and product support. (Yes/No)
 - Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents. (Yes/No)
 - Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
 - Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Yes/No)
 - Copies of documents defining constitution and legal status of the tenderer; (Yes/No)
 - Documents indicating arrangements with the OEM (in the event of a collaborator bidding); (Yes/No)
 - Documents indicating the arrangements between the tenderer and the Maintenance contractor, along with the details of previous association with and experience & resources the Maintenance contractor possess; (Yes/No)
 - Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period; (Yes/No/ There are none)
 - An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale. (Yes/No)
 - Last three years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
 - Documents indicating the past supplies of the proposed X-ray based FBSS systems by you or your OEM; (Yes/No)

- n. Documents indicating past experience in the maintenance of X-ray based FBSS or other types of X-ray based scanner systems; (Yes/No)
- n. Technical literature and product catalogue for FBSS being offered; (Yes/No)
- o. Any other documents that you consider necessary to strengthen your bid. (Yes/No/ None)

Duly authorised to sign tender for and on behalf of

.....
(Signature with date)

.....
(Name and designation)

To
The Principal Commissioner
Directorate of Logistics
4th Floor, 'A' Wing, Lok Nayak Bhavan
Khan Market, New Delhi 110511.

FORM - 2
MANUFACTURER'S AUTHORISATION FORM

To

.....
.....

(Name and address of the Purchaser)

Dear Sirs,

Ref. Your Tender Enquiry Document No..... dated

We, who are proven and reputable manufacturers of
(Name and description of the goods offered in the tender) having factories at, hereby
authorise Messrs (name and address of the agent) to submit a tender, process the same
further and enter into a contract with you against your requirement as contained in the above referred tender
enquiry documents for the above goods manufactured by us.

We further confirm that no Supplier or firm or individual other than Messrs
..... (name and address of the above agent) is authorised to submit a tender,
process the same further and enter into a contract with you against your requirement as contained in the
above referred tender enquiry documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 2.14 of the General Conditions of
Contract, for the goods and services offered for supply by the above firm against this tender enquiry
document.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address of the manufacturers]

Note : This letter of authorisation should be on the letter head of the manufacturing firm and should be
signed by a person competent and having the power of attorney to legally bind the manufacturer.

FORM - 3

BANK GUARANTEE FORM FOR EMD

Whereas (hereinafter called the "Tenderer") has submitted its quotation dated..... for the supply of (hereinafter called the "tender") against the Purchaser's tender enquiry No. Know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at are bound unto (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of 20.....

The conditions of this obligation are –

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract or
 - b) fails or refuses to accept or execute the contract.

We hereby irrevocably and absolutely undertake to pay immediately the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

This guarantee will not be discharged due to change in the constitution of the bank or the Tenderer.

.....
(Signature of the authorised officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

FORM - 4

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/
BALANCE 10% PAYMENT**

To

The President of India
Acting through
Principal Commissioner
Directorate of Logistics,
Indirect Taxes and Customs,
4th Floor, Lok Nayak Bhawan,
Khan Market, New Delhi 110 511

WHEREAS (name and address of the Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with and due performance of the contract;

AND WHEREAS we have agreed to give the Supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Supplier, up to a total of (amount of the guarantee in words and figures), and we hereby irrevocably and absolutely undertake to pay you immediately, upon your first written demand declaring the Supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

The Bank guarantee shall be interpreted in accordance with the laws of India.

The Guarantor Bank represents that this Bank Guarantee has been established in such form and with such content that is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

The Bank Guarantee shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank or the Supplier.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Purchaser in writing.

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for an on behalf of the Bank.

This guarantee shall be valid upto and including the day of, 20.....

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM - 5

CONTRACT FORM

CONTRACT FOR SUPPLY AND INSTALLATION OF _____ FBSS

Contract No. _____ dated _____

This contract for _____ is made on this __ day of __ 20__ between _____ [hereinafter referred to as "Supplier"] on the one part and the President of India acting through the Principal Commissioner, Directorate of Logistics, Central Board of Indirect Taxes & Customs, Department of Revenue, Ministry of Finance, Government of India, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110511 (hereafter referred to as the "Purchaser" which shall include his successors in the office and assigns) on the other part.

2. Whereas the Purchaser had issued an e-Tender NIT _____ dated _____ and the Supplier had submitted a tender in response and has been awarded the contract vide Notification of award F. No. _____ dated _____, it is hereby, agreed that the Supplier will supply and install, ____ Nos. of Full Body Scanning Systems as per NIT _____ dated _____ and maintain it during the two years warranty period and will also maintain for a period of eight years under a Comprehensive Annual Maintenance Contract after completion of the warranty period and also provide product support for at least ten years from the date of expiry of the warranty period on the terms and conditions mentioned hereunder and for a price indicated in para 5 of this contract which the Purchaser will pay as per the terms of payment indicated in para 16 of this contract.

3. The following documents shall be deemed to form and be read and construed as part of this contract:

- (i) Purchaser's Tender Enquiry Document No. ____ dated _____.
- (ii) Supplier's Technical bid dated _____
- (iii) Price bid of the Supplier dated _____
- (iv) General Instructions of the Contract, General Conditions of Contract, List of Requirements, Technical Specifications, Quality Control Requirements, Qualification Criteria as mentioned in NIT No. _____ dated _____.
- (v) Manufacturers' Authorisation Form furnished by the Supplier in its tender
- (vi) Purchaser's Notification of Award F.No. _____ dated _____.

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1.2 of Section I - 'General Instructions to Tenderers' of the Purchaser's Tender Enquiry Document shall also apply to this contract.

4. In addition to above documents, following shall also be deemed to form and be read and construed as part of this contract:

- a) Supplier's letter No. _____ dated _____
- b) Purchaser's letter F. No. ____ dated _____
- c) _____
- d) _____
- e) _____

(Reference of all correspondence made with the Supplier with respect to this procurement)

5. Brief particulars of the goods and services

Brief particulars of the goods and services which shall be supplied by the Supplier are as under:

Brief description of goods / services	Quantity to be supplied	Unit Price	Total price	Terms of delivery
FBSS & accessories with two years warranty				

However, during the period of contract for delivery of FBSS, in case the Supplier delivers the FBSS of identical specifications at a less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and to the other party. Any difference in the terms of supply shall be duly accounted in the process.

6. Comprehensive Annual Maintenance Contract (CAMC)

Comprehensive Annual Maintenance Contract charges for the period of 8 years after the warranty period of 24 months from the date of installation of FBSS will be payable as under:

Particulars	CCAMC charges (including taxes) per FBSS									Qty.
	1 st year	2 nd year	3 rd year	4 th year	5 th year	6 th year	7 th year	8 th year	Total	
FBSS										
Grand Total										

There shall be a separate contract for maintenance of the FBSS for the post-warranty period. The post warranty maintenance are outlined in Section III of NIT 01(AS)/2020 dated 07.01.2020, which will form the basis of CAMC. The Supplier will furnish Performance Security as per clause 3.9.6 of Section III of NIT 01(AS)/2020 dated 07.01.2020.

7. Product Support

The Supplier shall provide product support for 10 years from the date of expiry of warranty period and would be governed by the clause 3.6 of Section-III of NIT 01(AS)/2020 dated 07.01.2020.

8. Delivery schedule

Commissioning / handing over of FBSS shall be completed within 09 (nine) months from the date of Letter of award of the Contract and would be governed as per clause 3.2 of Section-III of NIT 01(AS)/2020 dated 07.01.2020 and pre-bid clarification issued thereafter on ____ (if any).

9. Performance Security

The Supplier will furnish Performance Security within 21 days after the issue of Notification of award by the Purchaser as per clause 2.5 of Section-II of NIT 01(AS)/2020 dated 07.01.2020.

10. Performance Guarantee

The Supplier will be required to furnish a Performance Guarantee for CCAMC contract by way of Bank Guarantee through a scheduled commercial bank operating in India for a sum of Rs. _____ i.e. equal to 10% of the total annual contract value for first year and renewable every year. Performance Bank Guarantee should be valid upto 90 days beyond the end date of contract.

11. Technical Specification

Technical specification of the FBSS shall be as per Section IV of the NIT 01(AS)/2020 dated 07.01.2020, pre-bid clarifications and any other clarifications issued thereafter (if any).

12. Transportation, Insurance & Terms of Delivery

Transportation and Insurance of the FBSS shall be as per clause 2.9, 2.10 of Section-II and 3.3 of Section-III of NIT 01(AS)/2020 dated 07.01.2020.

13. Quality Control

The quality control, inspection, tests and trials shall be carried out as per terms & conditions mentioned in section V of NIT 01(AS)/2020 dated 07.01.2020.

14. Installation & Commissioning

Installation & Commissioning of the FBSS will be carried out as per clause 5.3 and 5.4 of Section V of NIT 01(AS)/2020 dated 07.01.2020.

15. Warranty

The two years warranty of FBSS shall be as per clause 2.14 of Section-II and clause 3.8 & 3.9 of Section-III of NIT 01(AS)/2020 dated 07.01.2020.

16. Payment Terms

The terms and mode of payment, as provided in clause 1.27 of Section I of NIT No. 01(AS)/2020 dated 07.01.2020 shall be as under:

S. No.	Stage	Payment	Documents to be submitted
1.	Upon completion of FAT and receipt of FBSS at site of installation	80% of the Basic cost of FBSS	1. Supplier's commercial invoice in duplicate. 2. Certificate of Receipt issued by the user Commissionerate (as per Section- IX).
2.	On payment of Taxes & Duties	100% Taxes and Duties	Document showing proof of payment of taxes & duties on FBSS, duly attested by the appropriate authority.
3.	On installation & commissioning of FBSS	10% of the Basic cost of FBSS	1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by user Commissionerate as per Section-IX.
4.	On completion of Delivery	Balance 10% of the Basic cost of FBSS + other charges, if any	1. Supplier's commercial invoice in duplicate. 2. Delivery & Acceptance certificate as per Section-IX. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section- IX.

Note: Basic cost of the machine will include cost of FBSS, Commissioning & Installation, Insurance, Freight, Commission of the Agent, if any and cost for any other value addition

The payment shall be made in Indian Rupees only. The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified. While claiming payment, the Supplier shall certify on the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment have been fulfilled as required under the contract. While claiming reimbursement of duties, taxes etc. (like goods & service tax, custom duty etc.) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities. The Bank Guarantee submitted against release of balance 10% payment shall remain valid till 90 days after the expiry of warranty period. In case the machine is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance security deposit and 10% Bank Guarantee submitted against the release of 10% balance payment shall be forfeited.

17. Availability of AMC Service Provides/Agencies

There should be a services network spread over geographical locations including major cities near the site of installation to attend to any performance related complaint of FBSS.

18. Paying Authority

Government of India, Ministry of Finance, CBIC through Principal Commissioner, Directorate of Logistics, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi will be the paying authority for any payment due to the Supplier under this contract.

19. Liquidated Damages

If the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall deduct Liquidated Damages as per clause 2.18 & 2.19 of Section-II of NIT 01(AS)/2020 dated 07.01.2020.

20. Termination of Contract

The Contract can be terminated in accordance with clauses 2.20, 2.21, 2.22 & 2.23 of Section II of NIT No. 01(AS)/2020 dated 07.01.2020.

21. Resolution of Disputes

In the event of any dispute or difference arise between the Purchaser and Supplier in connection with or relating to the contract, the parties shall resolve their disputes or differences as per clause 2.26 & 2.27 of Section-II of NIT no. 01(AS)/2020 dated 07.01.2020.

22. Indemnity

The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract as per clause 2.3 and 2.28.5 of Section-II of NIT 01(AS)/2020 dated 07.01.2020.

23. Training

The training of the staff shall be carried out as laid down in clause 3.10 of Section III of NIT 01(AS)/2020 dated 07.01.2020.

24. Modification of Contract

If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend this contract as laid out in clause 2.16 of Section-III of NIT 01(AS)/2020 dated 07.01.2020.

25. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the NIT No. 01(AS)/2020 dated 07.01.2020 and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract.

(_____)
M/s _____

(Sign & Stamp of Supplier)

Date: _____
Place: _____

WITNESSES:

(_____)

(_____)

Directorate of Logistics
Indirect Taxes and Customs,
For and on behalf of the
President of India

FORM - 6

BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT FOR CCAMC CHARGES
(On Non-judicial stamp paper of an appropriate value)

To

The President of India
Acting through the Principal Commissioner,
Directorate of Logistics,
Indirect Taxes and Customs,
Ministry of Finance, Department of Revenue,
4th Floor, 'A' wing, Lok Nayak Bhawan, Khan Market,
New Delhi 110 511

Dear Sir,

We _____ (name & address of bank) hereby refer to the Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as **CCAMC**) dated _____ between the Principal Commissioner, Directorate of Logistics, Indirect Taxes and Customs, Ministry of Finance, Government of India, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110 511, (hereinafter referred to as "**the Directorate**") in terms of the tender No. _____ and _____ (hereinafter referred to as "**the Contractor**") providing in substance for the comprehensive annual maintenance of Full Body Scanning Systems (FBSS) - as particularized in the said CCAMC. Under the terms of the said CCAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CCAMC period.

In view of the foregoing and pursuant to the terms of the said CCAMC, which is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby irrevocably absolutely and unconditionally guarantee to the Directorate, due performance of all the terms and conditions of the CCAMC to the extent of Rs. _____.

This guarantee shall be construed as an irrevocable, absolute, unconditional and direct guarantee of the performance of the CCAMC without regard to the validity, regularity or enforceability of any obligation of the parties to the CCAMC.

The Directorate shall be entitled to enforce this guarantee without being obliged to resort initially to any other security or to any other remedy to enforce any of the obligations herein guaranteed and may pursue any or all of its remedies at one or at different times. Upon default of the CCAMC, we agree to pay to the Directorate on demand and without any demur the sum of Rs. _____ or any part thereof, immediately upon presentation of a written statement by the Directorate that the amount of said demand is due from the Contractor to the Directorate by virtue of breach of performance by the Contractor under the terms of the aforesaid CCAMC. Notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, liability under this present guarantee is absolute and unequivocal.

The determination of the amount due under the guarantee shall be in the sole discretion of the Directorate whose decision shall be conclusive and binding on us as guarantor.

It is mutually agreed that the Directorate shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CCAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Directorate against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said CCAMC and we shall not be relieved from our liability by reasons of any variation or any extension

being granted to the Contractor or for any forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

This guarantee is confirmed and irrevocable and shall remain in effect until _____ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said Centralised Comprehensive Annual Maintenance Contract. This guarantee will not be discharged due to change in constitution of the Bank or the Contractor.

We _____(Name of the Bank) undertake not to revoke this guarantee during its currency without written consent of the authority.

This guarantee will not be discharged due to change in the constitution of the Bank or the supplier.

Very truly yours,

(Name, Seal & Authorised Signature of the Bank and date)

FORM - 7

FORMAT FOR CONDUCTING DEMONSTRATION/ FACTORY ACCEPTANCE TEST

Contract No. ----- dated -----

Inspection & Testing conducted by:	Place:	Date:
------------------------------------	--------	-------

Machine Manufacturer:	
Machine Make, Model & Sl. No.:	
Machine Calibration & Test Jigs:	

Physical inspection:

Item	Specification	Observations

Computer System:

Item	Specification	Observations

Image Processing Features

Item	Specification	Observations

Radiation & Operational Safety Features

Item	Specification	Observations

Other Features:

Item	Specification	Observations

Accessories

Item	Specification	Observations

Functional Test

Item	Specification	Observations

Voltage & Frequency Variation Test:

Item	Specification	Observations

Imaging Performance Test

- a) The imaging performance of the machine will be evaluated as per the requirements specified in ANSI N 42.47-2010/ BS IEC 62709; and additional requirements stipulated by Atomic Energy Regulatory Board of India.
- b) Tests shall be conducted using 'Body phantom & Test objects', constructed as per the specifications of ANSI N42.47-2010/ BS IEC 62709.
- c) Tests shall be conducted and results shall be reported as per the procedures and requirements of ANSI N42.47-2010/ BS IEC 62709.
- d) Test procedures for carrying out radiation measurements & surveys shall be got approved prior to conducting FAT.

Standard Operating Procedure:

Observations of Purchaser's Representatives:

Response of Supplier:

Date: _____

Place: _____

Signature				
Name				
	Manufacturer		Purchaser	

FORM - 8

MODEL CERTIFICATE OF RECEIPT OF FBSS AT SITE OF INSTALLATION

F. No. _____ Dated _____

1. Reference Contract No. _____ date _____

2. It is certified that:

- a) X-ray Full Body Scanning System (s) have been received in good condition at _____ on _____, after satisfactory Factory Acceptance Test conducted at the works of M/s _____ (OEM) during _____ and supplied by _____ to the satisfaction of the Purchaser.
- b) The consignment is accompanied by all Accessories, Test Jigs & Tools, and Instruction Manuals & Technical Manuals for satisfactory installation of the Full Body Scanning System(s). The list of the same is annexed herewith.

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name:
Designation:
Address:
Date:

Signature
Name:
Designation:
Address:
Date:

FORM - 9

MODEL CERTIFICATE OF INSTALLATION

F.No.

Dated

1. Reference Contract No. _____

dated _____

2. It is certified that

a) M/s _____ have delivered the system on _____ (date) and completed Installation and Site Acceptance Test of FBSS Model _____ Serial No. _____ to the satisfaction of the Purchaser and user Commissionerate at the designated site _____ (name of the site) on _____ (date).

b) Records of SAT is annexed to this Certificate.

a) Software in Electronic media, Instruction Manual & Technical Manual etc. have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM - 10

MODEL CERTIFICATE OF DELIVERY AND ACCEPTANCE

F.No. _____ Dated _____

1. Reference Contract No. _____ Dated _____

2. It is certified that

- (a) M/s _____ have completed the delivery of the FBSS Model _____ Serial No. _____ on _____ (date) at designated site _____ (name of the site).
- b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).
- c) The aforementioned FBSS worked satisfactorily during the trial period of 15 days starting w.e.f. _____ (date) to _____ (date).

For Contractor

Witness:

Signature
Name
Designation
Address
Date

For Purchaser

Witness:

Signature
Name
Designation
Address
Date

FORM - 11

CLAIM OF PAYMENT BY THE SUPPLIER

(To be typed and printed on the Supplier's official letterhead)

Date.....

The Principal Commissioner
Directorate of Logistics
4th Floor, A Wing, Lok Nayak Bhavan
Khan Market
New Delhi - 110051

Sir/ Madam,

We claim the following amounts as per contract entered into pursuant to NIT and have enclosed necessary billing documents.

S.No.	Stage	Amount and currency	Payment	Billing enclosed documents

2. We certify that:

- a) the above payments are claimed strictly in terms of the contract and all our obligations under the contract for claiming them have been fulfilled;

- b) Of such taxes and duties claimed, if we get any refund from the tax authorities we will refund the same to you.

Yours sincerely,

(.....)

FORM - 12

INFORMATION IN RESPECT OF PREVIOUS SUPPLIES BY BIDDER

Part-I: Summary

Year/Month	No. of X-ray based Full Body Scanning Systems supplied and commissioned	Clients

Part-II: Details of each Supply mentioned in Part- I

1.0	Brief description of system supplied	
2.0	Location where installation done	
	<ul style="list-style-type: none">• Country• Town(s)	
3.0	Address of the client	
	<ul style="list-style-type: none">• Contact Address• Physical Address• Tel Nos., Fax Nos.& E-mail ID	
4.0	Client's key contact person(s)	
	<ul style="list-style-type: none">• Name(s)• Designation• Telephone & E-mail ID	
5.0	Project schedule	
	<ul style="list-style-type: none">• Commencement date• Completion date• Reasons for delay, if any	
6.0	Maintenance arrangement	
	<ul style="list-style-type: none">• Own set-up• Subsidiary/ Joint venture firm• 3rd party maintenance agency	

FORM - 13

PRE- CONTRACT INTEGRITY PACT

GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on one hand, the President of India acting through Dr./Shri/Smt. _____, Principal Commissioner, Directorate of Logistics, Central Board of Indirect Taxes & Customs, Department of Revenue, Ministry of Finance, Government of India (hereinafter called the "Purchaser", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Dr./Shri/Smt. _____, (Designation) (hereinafter called the "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Purchaser proposes to procure _____ Nos. of X-ray based Full Body Scanning Systems (FBSS) and the Tenderer is willing to offer/has offered the stores, and,

WHEREAS the Tenderer is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Purchaser is a Ministry/Department of the Government of India, performing its functions on behalf of the President of India,

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Purchaser to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling Tenderers to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Purchaser will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of Purchaser

1.1 The Purchaser undertakes that no official of the Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The Purchaser will, during the pre-contract stage, treat all Tenderers alike, and will provide to all Tenderers the same information and will not provide any such information to any particular Tenderer which could afford an advantage to that particular Tenderer in comparison to other Tenderers.

1.3 All the officials of the Purchaser will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the Tender to the Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Purchaser and such a person shall be debarred from further dealing related to the contract process. In such a case while an enquiry is being conducted by the Purchaser the proceedings under the contract would not be stalled.

3. Commitments of Tenderers

3.1 The Tenderer commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.2 The Tenderer will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The Tenderer further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.4 Foreign Tenderers shall disclose the name and address of agents and representatives and Indian Tenderers shall disclose their foreign principals or associates.

3.5 Tenderers shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/ contract.

3.6 The Tenderer further confirms and declares to the Purchaser that the Tenderer is the original manufacturer/integrator/authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially to the award of the contract to the Tenderer, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.7 The Tenderer, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Purchaser or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.8 The Tenderer will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.9 The Tenderer will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10 The Tenderer shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Tenderer also undertakes to exercise due and adequate care lest any such information is divulged.

3.11 The Tenderer commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.12 The Tenderer shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.13 If the Tenderer or any employee of the Tenderer or any person acting on behalf of the Tenderer, either directly or indirectly, is a relative of any of the officers of the Purchaser, or alternatively, if any relative of an officer of the Purchaser has financial interest/stake in the Tenderer's firm, the same shall be disclosed by the Tenderer at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.14 The Tenderer shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Purchaser.

4. Previous Transgression

4.1 The Tenderer declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify Tenderer's exclusion from the tender process.

4.2 The Tenderer agrees that if it makes incorrect statement on this subject, Tenderer can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting the bid, the Tenderer shall deposit an amount, as mentioned in Para 1.14.1, Section-I of this document as Earnest Money/Security Deposit, with the Purchaser in the form of Bank Guarantee as per proforma given in tender document.

5.2 The Earnest Money/Security Deposit shall be valid up to a period of 45 days beyond the validity period of the tender.

5.3 In case of the successful Tenderer a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the Purchaser to the Tenderer on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer) shall entitle the Purchaser to take all or any one of the following actions, wherever required:

- I. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. However, the proceedings with the other Tenderer(s) would continue.
- II. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Purchaser and Purchaser shall not be required to assign any reason thereof.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.
- IV. To recover all sums already paid by the Purchaser, and in case of an Indian Tenderer with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Tenderer from a country other than India with interest thereon at 2% higher than the LIBOR (London Inter-Bank Official Exchange Rate). If any outstanding payment is due to the Tenderer from the

Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Tenderer, in order to recover the payments, already made by the Purchaser, along with interest.
- VI. To cancel all or any other Contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money (s) due to the Tenderer.
- VII. To debar the Tenderer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
- VIII. To recover all sums paid in violation of this Pact by Tenderer(s) to any middleman or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Purchaser with the Tenderer, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Purchaser will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Purchaser to the effect that a breach of the provisions of this Pact has been committed by the Tenderer shall be final and conclusive on the Tenderer. However, the Tenderer can approach the Independent Monitor(s) appointed for the purpose of this Pact.

7. Fall Clause

7.1 The Tenderer undertakes that it has not supplied/is not supplying similar product/systems or sub systems at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Tenderer to any Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Tenderer to the Purchaser, if the contract has already been concluded.

8. Independent Monitors

8.1 The Purchaser has appointed Shri Najib Shah, IRS (Retd.), 32, Prestige Mayberry, Nagondanahalli Main Road, Off Whitefield Main Road, Whitefield, Bengaluru - 560066 (Karnataka), Mobile No.9311706358 as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the Purchaser.

8.6 The Tenderer(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Purchaser including that provided by the Tenderer. The Tenderer will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the Tenderer/Subcontractor(s) with confidentiality.

8.7 The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of Purchaser/ Secretary in the Department within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser/Tenderer and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Purchaser or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of jurisdiction

The Pact is subject to Indian law. The place of performance and jurisdiction is the seat of the Purchaser.

11. Other Legal Actions

The actions stipulated in this Integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both Purchaser and the Tenderer, including warranty period, whichever is later. In case Tenderer is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

Purchaser
Name of the Officer
Designation
Deptt./Ministry

Tenderer
Designation of person signing
on behalf of Company

Witness:

Witness:

1. _____

1. _____
