

**INDIA INTERNATIONAL CONVENTION AND EXHIBITION CENTRE  
LTD.**

**REQUEST FOR QUALIFICATION CUM PROPOSAL**

**FOR**

**“Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC, Sector 25, Dwarka, New Delhi, on TURNKEY Basis”**

**EMPLOYER:**

**IICC Limited**

8th floor, Tower 1,

Jeevan Bharti Building,

Connaught Place

New Delhi -110001

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**Request for Qualification (RfQ) cum Request for Proposal (RfP) for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka, New Delhi, on Turnkey Basis  
(Domestic Competitive Bidding) (Ref No: IICC/EF 4003/Tender/2023-24/001)**

IICC is inviting Tender for the Works of Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and CAM of Full body X-ray Truck Scanner (Gantry Based) at IICC Dwarka, New Delhi on “Turnkey” Basis. The salient features of the project, eligibility criteria and prescribed formats for submission can be accessed in the RfQ cum RfP document uploaded on the website: [www.nicdc.in](http://www.nicdc.in) or Central Public Procurement (CPP) Portal (<https://eprocure.gov.in/epublish/app>).

Interested bidders are requested to submit their responses to the RfQ cum RfP online at CPP Portal on or before the timelines as per CPP Portal.

The RFQ cum RFP submissions will necessarily have to be accompanied with a non-refundable tender processing fee in the form of Demand Draft/banker’s cheque/ pay order/RTGS/NEFT of INR 50,000/- (Indian Rupees Fifty Thousand only) plus GST @18% and Refundable Bid Security of INR 1,17,25,000/- (Rupees One Crore Seventeen Lakhs Twenty-Five Thousand only) in favour of “India International Convention and Exhibition Centre Limited”, payable at New Delhi, India.

Bidders who wish to participate in online bidding will have to procure digital certificate as per IT Act, 2000 to sign their electronic bids. Offers which are not digitally signed will not be accepted. Bidder shall submit their offer in electronic format on CPP Portal only.

**India International Convention and Exhibition Centre Ltd**

8th floor, Tower 1, Jeevan Bharti Building,

Connaught Place, New Delhi -110001

Tel No: 011-23718881; Fax: 011-23317889

CIN: U74999DL2017GOI327372

Email: [iiccdwarka@nicdc.in](mailto:iiccdwarka@nicdc.in)

## **Section 01: Disclaimer and Instructions to Bidders**

## DISCLAIMER

1. This RFQ cum RFP document is neither an agreement nor an offer by the India International Convention and Exhibition Centre Limited (IICC). The purpose of this RFQ cum RFP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RFQ cum RFP.
2. IICCL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFQ cum RFP document and it is not possible for IICCL to consider particular needs of each party who reads or uses this RFQ cum RFP document. This RFQ cum RFP includes statements which reflect various assumptions and assessments arrived at by Employer in relation to this tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RFQ cum RFP document and obtains independent advice from appropriate sources.
3. IICCL will not have any liability to any prospective Company/ Firm/ Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFQ cum RFP document, any matter deemed to form part of this RFQ cum RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of IICC or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. IICCL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RFQ cum RFP.
4. IICCL will not be responsible for any delay in receiving the proposals. The issue of this RFQ cum RFP does not imply that IICCL is bound to select the Bidder or to appoint the Selected Bidder, as the case may be, for this tender and IICC reserves the right to accept/reject any or all of proposals submitted in response to this RFQ cum RFP document at any stage without assigning any reasons whatsoever. IICCL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFQ cum RFP Bid.
5. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IICC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
6. IICCL reserves the right to change/ modify/ amend any or all provisions of this RFQ cum RFP document. Such revisions to the RFQ cum RFP/ amended RFQ cum RFP will be made available on the website of NICDC.

## INSTRUCTION TO BIDDERS

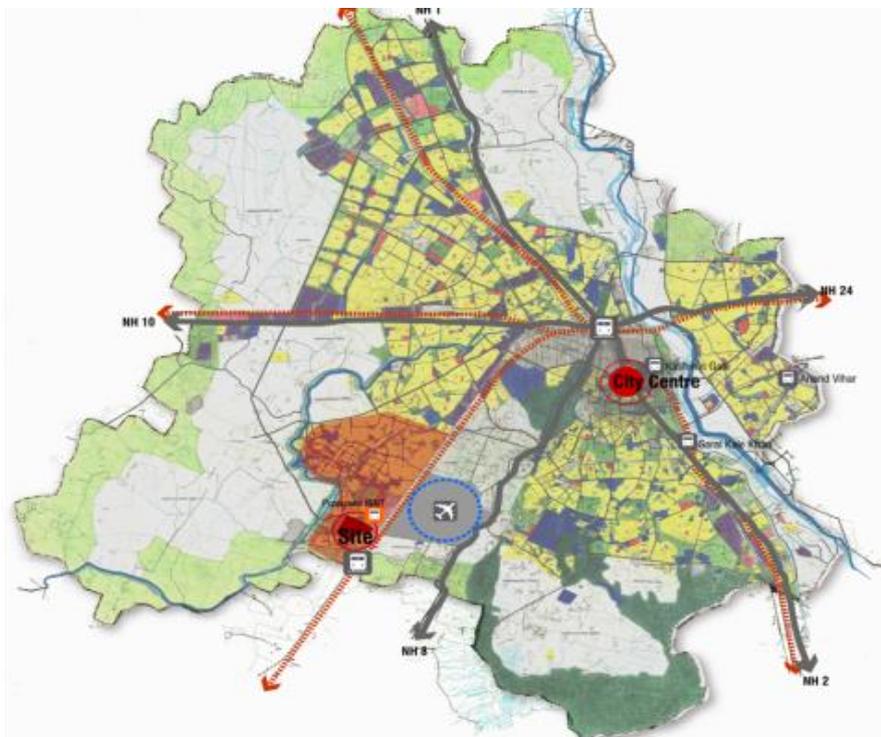
### 1.0 Project background

The India International Convention and Expo Centre (IICC) is envisioned as a “World Class”, transit oriented, mixed use district, providing one of the largest facilities of Convention and Exhibition in India and Asia.

This IICC District is an anchor project situated in National Capital Region (NCR) and will act as a catalyst for growth of MICE Industrial development in the Country. The IICC will facilitate National and International conferences, exhibitions and meetings, attracting visitors and business across India.

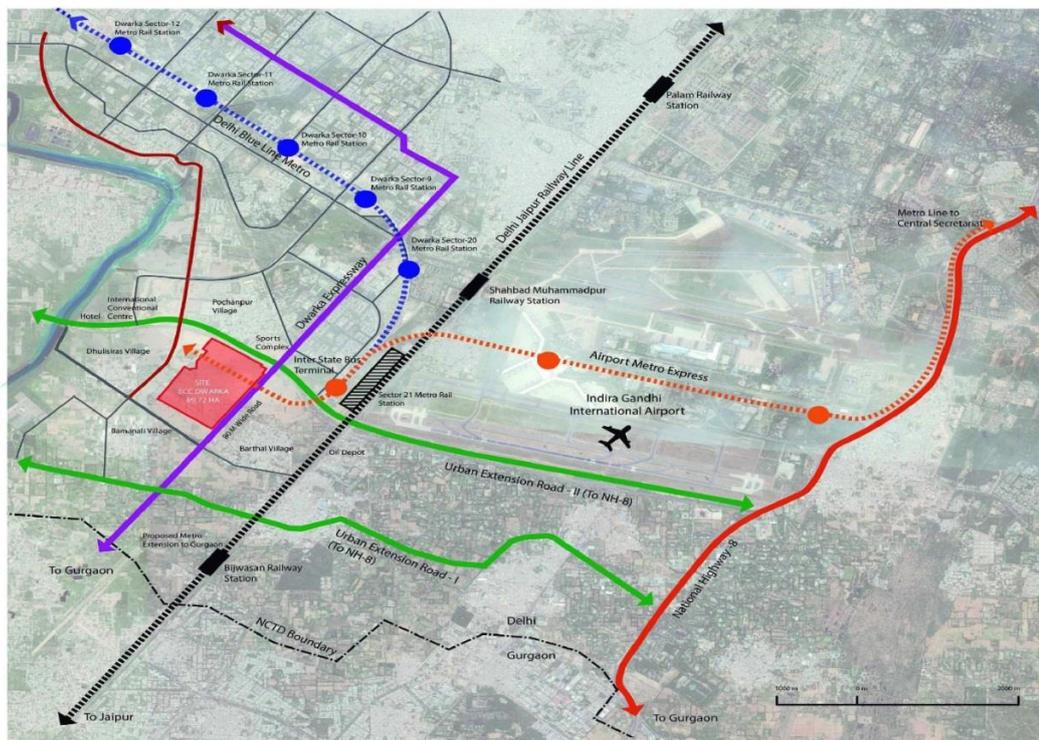
The project is planned at Sector 25, Dwarka, New Delhi, approximately 11 kms from IGI Airport by road and well connected to Metro and road links. The site is 89.72Ha in a well-developed area in western end of Delhi adjoining the Millennium city of Gurgaon.

ICCL is inviting Tender for the “Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka, New Delhi, on Turnkey Basis.”



*Location map of IICC*

The proposed site is located in between a 100 m wide UER-II (Urban Extension Road-II on north) and the proposed 80m wide UER-I (Urban Extension Road-I on south) connecting NH-1, 8 and 10. An 80m wide road (Dwarka Expressway) in between Sector 25 and 26 is proposed to be built by NHAI connecting UER-I & UER-II.



## Project Description

The project “India International Convention & Expo Centre” (IICC) site is located in Sector 25 of Dwarka, the Sub City within national Capital territory of Delhi. The site is flanked by Dwarka Expressway towards its East, Urban Extension Road II towards North, Master Plan Green towards South and mix of un-acquired land and commercial land towards west. There are 3 access road to the complex from 60mts wide arterial road towards West of the site.

- 1.1 CEO&MD , India International Exhibition and Convention Centre Ltd. invites e-tenders from eligible and qualified Bidders to design, manufacture, supply, install, commission and provide \_Comprehensive Annual Maintenance (CAM) of 01 (one) No. of Full Body X-Ray Truck Scanner (Gantry Based) Systems at India International Convention and Expo Centre, Sector 25, Dwarka, New Delhi and to provide related services, including site preparation works which includes civil, mechanical and ICT works including building facility, as detailed in Section 3 “Schedule of Requirements” and which meet the “specifications and technical details” as mentioned in Section 4” on “turn-key basis”. This Section gives instructions to Bidders regarding preparation and submission of tenders, the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract. A contract will be signed with the successful bidder as per the Draft Contract (Section 6) which will be subject to the Conditions of Contract (Section 2). Subject

to provisions of paras 1.47 and 1.58 below, the procurement under this tender will proceed as follows:

- i. RFQ cum RFP (Tender) Document will be available on <https://eprocure.gov.in/epublish/app>; as per the timelines on CPP Portal. Instructions for online bid submission is available on CPP Portal.
- ii. The Bid Process shall be conducted via online CPP Portal.
- iii. Prospective Bidders who have not enrolled/registered in e-procurement should enroll/register before participating through the website <https://eprocure.gov.in/epublish/app>.
- iv. Queries regarding tender document and site of installation should be uploaded as per the timelines on CPP Portal
- v. Pre-bid Conference will be held as per the timelines on CPP Portal.
- vi. Tender processing fee and BID Security should be submitted by prospective Bidders on or before the timelines as per CPP Portal.
- vii. Tenders along with scanned copy of Tender processing fee & BID Security should be submitted online along with technical bid on or before the timelines as per CPP Portal. Any bid not accompanied by the requisite tender processing fee and bid security shall be rejected as non-responsive.
- viii. Tenders should be valid for acceptance for at least 180 days after final bid submission date.
- ix. Bid Security as per form mentioned in clause 1.30.
- x. Tenders will be opened online as per the timelines on CPP Portal!
- xi. After (x) above, the technical bids will be evaluated by the 'Tender Evaluation Committee'.
- xii. Bidder shall obtain requisite approvals/ NOC from Atomic Energy Regulatory Board (AERB). Bidders to be responsible for all compliances and clearance required from AERB/Statutory bodies including safety, security of the equipments till the final handing over of the equipment to the Truck Scanner Operator / authorized representative of IICC Limited.
- xiii. Integrity Pact should be signed by prospective Bidders with Principal Employer and to be uploaded along with tender. Any tender without signed integrity Pact shall be liable for rejection as non- responsive bid.
- xiv. Price bids of only those Bidders whose technical bids are found acceptable will be opened.

- xv. Price bids will be evaluated by the 'Tender Evaluation Committee' and successful bidder(s) determined.
- xvi. Approval of the Competent Authority will be obtained, and a Notification of Award of Contract will be issued.
- xvii. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of results of first stage i.e., technical evaluation etc. In the case of successful bidder, Bid Security shall be returned only after submission of Performance Security.
- xviii. Successful bidder shall submit a Performance Security within 15 days of the Notification of Award. (Form 5).
- xix. Successful bidder (Contractor) shall sign the contract within 21 days of Notification of Award.
- xx. Contractor shall submit a Time Schedule (Bar Chart) within 15 days of Notification of Award.
- xxi. Contractor shall prepare and submit Design Basis Report of the Scanner System along with relevant Drawings to the (IICC) (Employer) and obtain approval before start of manufacture.
- xxii. Contractor shall obtain requisite approvals from Atomic Energy Regulatory Board (AERB), as per their prescribed procedure, till the handing over of the Scanner Facility to the Truck Scanner Operator/ authorized representative of IICC Ltd.
- xxiii. Contractor shall take timely steps to obtain export licence(s) as may be required under the laws of 'country of origin'.

The contractor shall ensure strict compliance to PPP-MII Order 2017 and its subsequent amendments issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

Also, all the guidelines pertaining to Government of India must be followed for procurement.

As per the order issued by Department for Promotion of Industry and Internal Trade (DIPP) Public Procurement (Preference to Make in India) P- 45021/2/2017-PP(BE-II) dt. 04<sup>th</sup> June 2020 the purchaser reserves the right to give preference to the local supplier. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without such preference mentioned in the DIPP order dated 04<sup>th</sup> June 2020.

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ "Class—II local supplier", as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. in cases of procurement for a value in excess of Rs 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- xxiv. Contractor shall submit Design Basis Report along with relevant Drawings to the IICC for approval before commencement of site preparation works.
- xxv. Contractor shall obtain requisite approvals/ clearances from Port authorities, Customs and other statutory bodies (as applicable) as per their procedure. Only supporting documents shall be provided by IICC Limited.
- xxvi. Contractor shall submit to the Employer the Factory Acceptance Test (FAT) with all supporting documents within one months and Site Acceptance Test (SAT) procedure documents within four months of the Notification of Award.
- xxvii. FAT will be conducted by a third-party inspection agency (TPIA) from the list of the vendors namely 1) Bureau Veritas; 2) TUV; 3) SGS to be hired by the Contractor and approved by IICC Limited. The cost of hiring, inspections, travelling and any expenses related to carrying FAT shall be borne by the Contractor including visits to countries outside India and within India. The Employer would be intimated by the Contractor well in advance about the dates of Inspection to be carried. The Employer reserves the right to carry inspection at the source of origin or at Project premises as the situation permits. The Contractor is required to facilitate all arrangements to the Employer within India or outside India to carry such inspections to the complete satisfaction as per the provisions of the Contract.
- xxviii. Only on completion of FAT, and after issuance of dispatch instruction document as per by the Employer, the Contractor shall dispatch, transport, install and commission the Gantry Based System as per the contract and intimate to the IICC the dates for SAT.
- xxix. Contractor shall complete site preparation works (Civil, Mechanical, Electrical, Plumbing, Fire Protection System and ICT works) and site activities prior to receipt of the Gantry Based System for installation.
- xxx. SAT will be conducted and on its successful completion, the Certificate of Installation will be signed by the Contractor and the IICCL together which concludes the process of installation. (Form 7)

xxxi. Contractor shall conduct comprehensive training of IICCL and its representative / Truck Scanner Operator in the operation of Scanner System and scanned image analysis.

xxxii. IICCL through its appointed Truck Scanner Operator or authorized representative shall witness tests and trials on the Scanner System for 30 days after installation. Bidders to consider cost associated with conducting the test and trials shall be considered in the quoted price bid.

xxxiii. After successful completion of tests & trials and training, the Contractor shall handover the operational Full Body X-Ray Truck Scanner (Gantry Based) System along with all other relevant materials including operational manuals, documents, inspection & test reports etc. to the Truck Scanner Operator/ authorized representative of IICC Ltd.

xxxiv. Certificate of Delivery and Acceptance will be signed by the Contractor and the IICCL /Truck Scanner Operator, which completes the Delivery. (Form 8)

xxxv. Contractor shall maintain the Full Body X-Ray Truck Scanner (Gantry Based) and associated systems for 2 years under warranty.

xxxvi. Performance Security will be returned to the Contractor after completion of all obligations.

1.2 Bidders should read and understand this entire document, accept all the conditions laid down in it and comply with them. Failure to do so may result in rejection of the tender.

## **DEFINITIONS AND ABBREVIATIONS**

1.3 The following terms and abbreviations used in this document shall have the meanings as indicated below:

### **DEFINITIONS**

(i) "Bidder" means tenderer who has participated and submitted the valid bid in this tender.

(ii) "Consignee" means the person to whom the goods should be delivered as per 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) Consigner – "consignor" means a person, named as consignor in the goods forwarding note, by whom or on whose behalf the documents, goods or articles covered by such forwarding note are entrusted to the common carrier for carriage thereof

(iii) "Contract" means the written agreement entered into between the Employer and the Contractor together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(iv) "Contract price" means price indicated in clause 1.64 through 1.67 of this tender document.

(v) "Contractor" means person/company/entity declared as a successful bidder by the Employer

(vi) "Day" means calendar day.

(vii) "Delivery" means supply of systems 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 Contractor of the same at the sites.

(viii) BID Security means monetary guarantee to be furnished by a Bidder only.

(ix) "E-tender" means tender floated and processed online.

(x) "Goods" means the goods indicated in the Schedule of Requirements (Section 3).

(xi) "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.

(xii) "Inspecting Authority" means the authorized representative of the Employer 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.

(xiii) "Integrity Pact" means agreement as per the format in Form 12 which should be signed between the Employer and the Bidder as required for tenders of Government of India.

(xiv) "L1" means the bidder whose tender is the lowest.

(xv) "Maintenance Contractor" means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period engaged by the Contractor (successful bidder).

(xvi) "Material" means anything used in the manufacture or fabrication or construction.

(xvii) "Full Body Truck X-Ray Truck Scanner (Gantry Based)" as per the specifications mentioned in the tender.

(xviii) "Original Equipment Manufacturer" means the firm which designs, manufactures and delivers offered X-ray based Full body Truck Scanner (Gantry Based) System.

(xix) "Operator" means KINEXIN which have been hired by the Employer to organize and operate the facilities.

(xx) "Performance Security" means monetary guarantee to be furnished by the successful Bidder for due performance of the terms of contract.

(xxi) "Employer/ Client/ Purchaser/ SPV" means the IICC Ltd. represented by MD & CEO having office at 8th Floor, Tower-1, LIC, Jeevan Bharti Building, Connaught Place, New Delhi 110001 and includes his successors in office, nominees, authorized representatives.

(xxii) "Scanning Facility" means the entire work, including Full Body X-Ray Truck Scanner (Gantry Based) and associated systems/ items including Civil, Building (Control room), Finishing (internal & external), MEP & ICT works, roads, protection wall, boundary, buffer zone complete and functional.

(xxiii) "Services" means services indicated in the Schedule of Requirements (Section -3)

(xxiv) "Specification" means the document / standard that prescribes the requirement with which the goods or services have to conform and include;

- a) Specifications / Requirements
- b) Drawings / Data and other relevant information for the turnkey execution of contract
- c) Proprietary mark or brand means the mark or brand of a product, which is registered by a Bidder if any.
- d) Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.

(xxv) "Sub-Contractor" means the person/agency engaged by Contractor for carrying out its part work after approval of Employer. Approval of sub-contractor by Employer does not absolve the Contractor of the performance of the contractor from its scope of works.

(xxvi) "Technical specification" includes Specifications, Drawings, Documents and certificates as referred in Section 4 and any other details governing the construction, manufacture as may be prescribed in the contract.

(xxvii) "Tender /Bid" means the bid received from a Bidder.

(xxviii) "Bidder" means an entity participating in the bid.

(xxix) "Tender Document" means the instant document.

(xxx) "Test / Trial" means such tests as are prescribed in specifications to be made by the Employer or his nominee, after assembly ex-works before the equipment is installed by the Bidder as well as the tests to be performed before installation and commissioning.

(xxxi) "Truck Scanner Operator" means the Property Management Agency which has been hired by the Employer/IICCL for Operation and Maintenance of the facilities.

(xxxii) "Turnkey basis" means the scheme of supply in which Contractor shall be responsible for design, manufacture, supply, site preparation, installation and commissioning of equipment, tests and trials, training, handing over to the Employer for operation and comprehensive annual maintenance for the period specified in this RFP.

#### **ABBREVIATIONS**

AERB	Atomic Energy Regulatory Board
BG	Bank Guarantee
BL	Bill of Lading
CAM	Comprehensive Annual Maintenance
CBIC	Central Board of Indirect Taxes& Customs
CCTV	Closed Circuit Television
CD	Custom Duty
CIF	Cost, Insurance and Freight
CPWD	Central Public Works Department
DD	Demand Draft
DG	Diesel operated electricity generating machine
DGS&D	Directorate General of Supply & Disposal
ED	Excise Duty
FAT	Factory Acceptance Test
FOB	Freight on Board
FOR	Freight on Road
GCC	General Conditions of Contract
GOI	Government of India
GST	Goods & Service Tax
ISO	International Standard Organization
LC	Letter of Credit
LD	Liquidated Damages

NIT	Notice Inviting Tenders
OEM	Original Equipment Manufacturer
PH	Public Health
QA/QC	Quality Assurance/ Quality Control
QAP	Quality Assurance Plan
RCC	Reinforced Cement Concrete
SAT	Site Acceptance Test
TED	Tender Enquiry Document
UPS	Uninterrupted power supply system

### **WHO CAN BID?**

- 1.4 Only those who fulfil the following eligibility as well as the qualifications can submit tenders.

### **ELIGIBILITY**

- 1.5 To be eligible, the Bidder should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

### **QUALIFICATIONS**

- 1.6 The Bidder should be one of the following:
- a) Original equipment manufacturers (OEM) of the scanners with an Indian subsidiary or a Consortium member;
  - b) Indian subsidiary or Consortium (not exceeding 3 entities) authorised by OEM;
- 1.7 The Bidder should have a satisfactory establishment directly through its Indian subsidiary or in collaboration with an Indian firm to install, commission, maintain, repair and to provide technical support for Full Body X-Ray Truck Scanner (Gantry Based) during warranty period and on a CAM after warranty period and provide product support. The Indian firm should have prior experience of installing & maintaining similar electronic, imaging & security systems in India. The terms of service level agreement entered by OEM with the Indian maintenance entity shall be submitted in the technical bid. The decision of the Tender Evaluation Committee as to whether the establishment is satisfactory shall be final.
- 1.8 Financial Capacity**
- a) The average annual financial turnover during last three financial years ending 31<sup>st</sup> March 2023, should be at least 30% of the Estimated Bid Price of Rs.39,08,45,000/- i.e., Rs.11,72,53,500/-. The Bidder should submit copies of Audited Balance sheets and auditor's report / CA Certificate for the Financial Years viz FY 2020 – 21, FY 2021 – 22 and FY 2022 – 23. Turnover shall be considered only from Similar works.

- b) The bidder should have minimum positive Net Worth of 30% of the Estimated Bid Price of Rs. 39,08,45,000/- i.e., Rs.11,72,53,500/- at the end of financial year i.e., FY 2022-23.

**1.9 Technical Capacity:** The Bidder or its OEM shall have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited, which should be either of the following and the bidder should be in field of operation for more than two years:

- Three similar completed works costing not less than the amount equal to 40% of estimated bid price of Rs.39,08,45,000/- i.e., Rs.15,63,38,000/- OR
- Two similar completed works costing not less than the amount equal to 50% of estimated bid price of Rs.39,08,45,000/- i.e., Rs.19,54,22,500/- of the estimated bid cost OR
- One similar completed work costing not less than the amount equal to 80% of estimated bid price of Rs. 39,08,45,000/- i.e., Rs.31,26,76,000/- of the estimated bid cost

The offered model should be under commercial production and should have been deployed in field operation for more than two years with proven experience (fill-in Form 11). The Bidder should also certify that he or his OEM has not been a defaulter in any previous tender or supply in any part in the world and has not been blacklisted in any country.

**1.10** Only one bid can be submitted for the scanner manufactured by each OEM- either by the OEM himself or by his Indian subsidiary or Consortium with the OEM or by other manufacturer authorised by the OEM. If more than one bids are received for the scanner manufactured by an OEM, the Employer may reject any or all such bids. If a Bidder submits a bid on behalf of an OEM, the same Bidder shall not submit a bid on behalf of another OEM. Offer containing multiple authorisations by OEM for the same scope of work to any entity(ies) shall be liable for rejection.

## **HOW TO BID?**

### **PRE-BID CONFERENCE AND CLARIFICATIONS**

**1.11** A Pre-Bid conference will be held as per the timeline on CPP Portal in the Employer's office to give clarifications regarding the tender document. Prospective Bidders 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 Bidder they represent.

- 1.12** Prospective Bidders should examine the tender document carefully and if they need any clarifications, they may submit them online on [www.https://eprocure.gov.in/epublish/app](http://www.https://eprocure.gov.in/epublish/app) as per the timeline on CPP Portal. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.
- 1.13** Bidder is advised to visit the site of installation, at his own expenses, to have first-hand knowledge of the site & its surrounding and availability of resources for setting up Full Body X-Ray Truck Scanner (Gantry Based) facility.
- 1.14** All clarifications provided in connection with above shall be put on the website [www.https://eprocure.gov.in/epublish/app](http://www.https://eprocure.gov.in/epublish/app). Interested Parties may seek clarification on this tender document within 7 days from date of floating of tender document. Any request for clarification must be sent to below mentioned email address:  
[iiccdwarka@nicdc.in](mailto:iiccdwarka@nicdc.in).
- 1.15** The tenders should be submitted online on [www.https://eprocure.gov.in/epublish/app](http://www.https://eprocure.gov.in/epublish/app) in a two cover procedure. The first cover is a technical bid and the second cover will be the Price bid (financial bid). The tender should be digitally signed. If the Bidder is a company the tender should be digitally signed by the person authorized by a resolution of the Board of Directors of the Company. A scanned copy of the relevant resolution should be attached with the technical bid.

#### **PREPARATION AND SUBMISSION OF TENDERS**

- 1.16** Tender documents may be downloaded from website:  
[https://eprocure.gov.in/epublish/app](http://https://eprocure.gov.in/epublish/app).
- 1.17** Tenders should be submitted online only at CPP Portal website:  
[https://eprocure.gov.in/epublish/app](http://https://eprocure.gov.in/epublish/app) . Hard copies will not be accepted. Hard copies of the documents in Clause 1.20 II shall be submitted.
- 1.18** Bidders should follow the instructions provided in the “Instructions to the Bidders/Contractors for the e-submission of the bids online through the Government e-Marketplace Portal for procurement at [https://eprocure.gov.in/epublish/app](http://https://eprocure.gov.in/epublish/app)”. Please Note that:
- a. 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 authorize individual

to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.

- b. The Bidders may also enclose with their tenders, technical literature and documents other than requested in tender, as and if considered necessary by them.

**1.19** The server 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.

**1.20** The Technical Bid submitted online should be as per Tender Form (see Form 1 in Section 7) along with all relevant enclosures including the following:

**I. DOCUMENTS TO BE SUBMITTED ONLINE**

- a) Scanned copy of the Tender processing fee Demand Draft/banker's cheque/pay order/RTGS/NEFT of Rs. 50,000 /- (Rupees Fifty Thousand only) plus GST @18% submitted in the Employer's office.
- b) Scanned copy of the BID Security as per form specified in Clause 1.30.
- c) Scanned copy of signed integrity pact as per Form 12.
- d) Documentary evidence to show the eligibility, qualification and financial and technical capacity to provide the scanner required as per this Tender Document including the establishment for site preparation, installation, maintenance and product support. (Form 16 and Form 11 & 17)
- e) Documents and relevant details to establish that the model offered conform to the requirement of the tender documents.
- f) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Form 14)
- g) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Form 3)
- h) If applicable, Consortium agreement as per the instructions contained in Form 2 (A1) & Form 2 (A2).
- i) If Applicable, Power of Attorney for Lead Member (Form 15) (in case of Consortium)
- j) Copies of documents defining constitution and legal status of the Bidder;
- k) GST registration certificate
- l) Documents indicating long term arrangements with the OEM (in the event of a collaborator bidding);
- m) Documents indicating the arrangements in regard to maintenance during warranty and post warranty periods; including copies of documents for long-term agreement between the Bidder and the maintenance entity, if any;
- n) Copies of fax messages and letters, if any, sent to and received from the Employer during the Tender period;
- o) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale;
- p) Last three years certified published annual reports showing the turnover and financial results of the company;
- q) Documents in respect of past supplies made by the Bidder/ OEM.
- r) Non-Disclosure Agreement (Form 13)

- s) Type test certificate from AERB for the Full Body X-Ray Truck Scanner (Gantry Based) System being offered.

## II. DOCUMENTS TO BE SUBMITTED IN ORIGINAL

- a) Tender Processing Fee for Rs. 50,000/- in the form of demand draft/banker's cheque/pay order/RTGS/NEFT (Plus applicable GST) (non-refundable).
- b) Original Bid security as per form specified in Clause 1.30.
- c) Power of Attorney of firm /resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Form 14)
- d) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Form 3)
- e) If applicable, Consortium agreement as per the instructions contained in Form 2 (A1) & Form 2 (A2).
- f) If Applicable, Power of Attorney for Lead Member of Consortium Member (Form 15) (in case of Consortium)

Each of the documents to be submitted physically (in original) shall be placed in a sealed envelope and addressed to: The Employer's (IICC's) address details as given below:

**ATTN. OF: MD & CEO**

**ADDRESS: India International Convention and  
Exhibition Centre Ltd; 8th Floor, Tower-1, LIC,  
Jeevan Bharti Building, Connaught Place,  
New Delhi - 110001**

**FAX NO: +91-11-23317889**

**E-MAIL: iiccdwarka@nicdc.in**

If the envelopes are not sealed and marked as instructed above, the Employer assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder

The technical bid should not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.

- 1.21** The Price bid along with the Letter comprising the Price bid (as per attached excel) shall be uploaded on CPP Portal. The total amount should be written both in figures and in words. The Price Schedule given in Section 5 should be attached in price bid. The Lowest Bidder shall be decided on the basis of the total quoted cost (excluding GST) under **Part A of the Price Schedule for SITC & warranty for 2 years after SITC.** and price for CAM quoted in Part B of the Price Schedule for 8 years of CAM (after completion of warranty period of 2 years from SITC).

The Price bid cover consists of two components: -

- i) Letter comprising the Price Bid
- ii) Price Schedule

- 1.22** All the documents being submitted by the Bidders would be encrypted as per the guidelines given in the CPP Portal.
- 1.23** The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 1.24** 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.
- 1.25** The bid summary has to be printed and kept as an acknowledgement of the submission of the bid.
- 1.26** Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Employer the following for the tender or the relevant contact person indicated in the tender.

MD & CEO, IICC Limited,  
8th Floor, Tower-1,  
LIC, Jeevan Bharti Building,  
Connaught Place New Delhi-110001  
Phone No.: +91 11 23317889  
Email: iiccdwarka@nicdc.in

#### **LANGUAGE OF TENDER**

- 1.27** The tender and all subsequent correspondence shall be in English. If any literature submitted by the Bidder is any other language, an English translation thereof should also be submitted, and the English translation shall prevail for interpretation of the tender.

#### **TENDERING EXPENSES**

- 1.28** The Bidder shall bear all expenses incurred in or in relation to preparation, mailing and submission of its tender and its subsequent processing regardless of the conduct or outcome of the tendering process. All expenses for visits to site by the Bidder and their representatives will also be borne by them only.

#### **AMENDMENTS TO THE TENDER DOCUMENT**

- 1.29** The Employer 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 sought by prospective Bidder, issue addenda or corrigenda modifying this Tender Document. Such addenda or corrigenda shall be uploaded on and/or <https://eprocure.gov.in/eprocure/app>) and the Bidder should check for addenda and corrigenda before submitting his tender. Any other communication issued to the Bidders shall not be construed to amend the Tender Documents. In order to give the prospective Bidders reasonable time to prepare their tenders as per the amendment, the Employer may, at its discretion extend the deadline

for the submission of tenders and other allied time frames, which are linked with that deadline.

## **BID SECURITY**

**1.30** The BID Security (Refundable) drawn in favour of India International Convention and Exhibition Centre Limited payable at New Delhi of Rs.1,17,25,000/- (Rupees One Crore Seventeen Lakhs Twenty-five Thousand only) is to be submitted through BG in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial Scheduled Bank in India in favour of the Employer in the format at Form 4 ("Bank Guarantee") and having a validity period of not less than 180 (One hundred Eighty) days from the BID Due Date, excluding a claim period of 45 (forty-five) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time or Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque/ RTGS drawn in favour of India International Convention and Exhibition Centre Limited payable at New Delhi. For Consortium, the bid security shall be submitted only in the name of the Consortium Firm and not in the name of constituent member.

No interest will be payable on BID SECURITY. In the case of successful bidder, Bid Security shall be returned only after submission of Performance Security in accordance with relevant clause or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the specified and permitted time. Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e., technical evaluation etc. should be returned within 30 days of declaration of results of first stage i.e., technical evaluation etc.

In the case of successful bidder, Bid Security shall be returned only after submission of Performance Security in accordance with relevant clause or it may be forfeited in case the successful bidder refuses to accept the award of supply or fails to complete the required formalities within the specified and permitted time.

## **INTEGRITY PACT**

**1.31** The Bidder shall have to enter into a integrity agreement with the Employer while submitting the bid in the format provide in Form 12, Section 7.

**1.32** Bid Security (in pre-contract stage) and Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Employer (IICC Ltd.) and Employer shall not be required to assign any reasons therefore.

**1.33** No interest shall be payable by the Employer to the Bidder on Bid Security and Performance Security for the period of its currency.

## **TENDER VALIDITY**

- 1.34** The tenders should remain valid for acceptance for a period of 180 days (One Eighty days) after the date of tender opening indicated in the tender document. If the day up to which the tenders are valid falls on/ is subsequently declared a holiday or closed day for the Employer, the tender validity shall be automatically extended up to the next working day.
- 1.35** In exceptional cases, the Employer may request the Bidder to extend the validity of their tenders up to a specified period. The Bidders, who agree to extend the tender validity, should do so without any change or modification of their original tender.

## **ALTERATION AND WITHDRAWAL OF TENDER**

- 1.36** The Bidder, after submitting its tender, may alter / modify its tender online within the deadline for submission of tenders as per the guidelines of CPP Portal. Alterations/modifications to tenders are not possible after the prescribed deadline.
- 1.37** No tender can be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, shall not be eligible to bid for IICC tenders from date of issue of suspension order

## **HOW WILL THE TENDERS BE EVALUATED**

### **OPENING OF E-TENDERS**

- 1.38** The Employer will open the Technical bids as per the timeline on CPP portal. If this date falls on/is subsequently declared a holiday or closed day for the Employer, the tenders will be opened at the appointed time and place on the next working day.
- 1.39** Physical presence of the bidder at the time of opening of tender is not 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.
- 1.40** 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.
- 1.41** The second cover, i.e. price bids of only technically acceptable offers shall be opened online and evaluated. All Bidders whose technical bid has been found acceptable will be informed about the time and date the opening of the Price Bids.

## **BASIC PRINCIPLE**

- 1.42** 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 Bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. The submitted bids shall be unconditional failing which it will be treated as non-responsive bid and shall be summarily rejected.

**1.43** The Employer reserves the right to have the financial and other data / credentials claimed by the Bidder verified independently, if necessary, by a third party. If the data/ credentials furnished are found to be incorrect, the Employer will reject the particular Tender summarily. The Employer 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 and other matters of the Bidder.

#### **PRELIMINARY SCRUTINY OF TENDERS**

**1.44** 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.

#### **IRREGULARITY / NON-CONFORMITY**

**1.45** The Employer and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Tenderer in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ cum RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Employer and/ or its consultant.

#### **SCRUTINY AND EVALUATION OF TENDERS TECHNICAL BIDS**

**1.46** 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 Bidders?
- c) the model offered as per the Schedule of Requirements and Specifications?
- d) Is the bidder capable of providing the goods and services?

**1.47** To facilitate evaluation of BIDS, the Employer may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Employer for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If the Bidder does not provide clarifications sought under this clause above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Employer may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Employer.

#### **PRICE BIDS**

**1.48** In the second stage, Price bids of bidders whose technical proposals are acceptable will be opened, scrutinised and evaluated. Price bid shall be uploaded on the CPP Portal. Price bids which are not as per the Price Schedule in the Tender Document will be ignored. Other price bids will be evaluated as follows:

- a) Lowest Bidder shall be decided on the basis of the total quoted cost for Supply, Installation, Testing and Commissioning (SITC), warranty for 2 years after SITC and Comprehensive Annual Maintenance (CAM) cost for 8 years (after completion of warranty period of 2 years from SITC). The quoted price against CAM for each year shall be brought to the Present Value (PV) by dividing the quoted CAM for that year by a discounting factor to be considered @ 10% per annum. For evaluation of the total price quoted by the bidder, sum of the SITC cost quoted by the bidder and the amount (PV) against CAM for 8 years (after completion of warranty period of 2 years from SITC) shall be considered.

**1.49** All duties and taxes forming part of the Proforma in Section 5, shall be taken into account for purpose of evaluation of bids.

**1.50** If, in the price structure quoted by a Bidder, 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 will be corrected accordingly, unless the Employer feels that the Bidder 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 will be corrected accordingly.

**1.51** 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 price will be corrected.

**1.52** If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

**1.53** If, as per the judgment of the Employer, there is any arithmetical discrepancy in a tender, the same will be suitably conveyed to the Bidder by registered / speed post/ email. If the Bidder does not agree to the observation of the Employer, the tender is liable to be ignored.

**1.54** In case the Employer finds taxes mentioned incorrectly, the Employer reserves the right to change it to the values considered appropriate and in that event the price quoted by the Bidder 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.

The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further, the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

**1.55** In case significant differences are noted in the price bids, such bids may be liable for rejection.

#### **SELECTION OF SUCCESSFUL BIDDER**

**1.56** Subject to clause 1.57 below, the lowest evaluated responsive Bidder will be the successful bidder and he will be awarded the contract.

#### **EMPLOYER 'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

**1.57** The Employer reserves the right:

- a) to disqualify one or more Bidders on grounds of national security and public interest;
- b) to accept in part or in full any tender or reject any tender without assigning any reason;
- c) to split the tender for the purpose of award of contract; or
- d) to cancel the tendering process and reject all tenders at any time prior to award of contract.
- e) if the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the contract agreement as may be required, or fails to provide the performance security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Employer shall re-tender the bids from the remaining Bidder (s) or annual the Bid Process, as the case may be.

The Employer shall not be liable to any affected Bidder or Bidders due to above decisions.

## **CONTRACT**

### **NOTIFICATION OF AWARD (Letter of Award)**

**1.58** After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 3 (three) working days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the BID Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

### **SIGNING OF CONTRACT**

**1.59** After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 21 working days from the issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful bidder, it shall execute the Contract as attached with this RFQ cum RFP document within 21 (twenty-one) days from the date of issue of LOA. The Successful bidder shall not be entitled to seek any deviation in the Contract.

### **PERFORMANCE SECURITY**

**1.60** The successful Bidder must submit performance security within (15) fifteen days from the date of notification of award.

### **CONTACTING THE EMPLOYER**

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

**1.62** Information relating to the examination, verification, evaluation and comparison of tenders and recommendations concerning the award of contract shall not be disclosed to bidders or other persons. The Bidder shall not canvass in connection with tenders or attempt to influence the scrutiny, comparison and evaluation of tenders.

#### **NON-RECEIPT OF PERFORMANCE SECURITY AND CONTRACT BY THE EMPLOYER**

**1.63** If the successful Bidder fails to sign the contract or provide performance security within time, the bidder will be suspended for participation in the tendering process and shall not be eligible to bid for IICCL tenders from date of issue of suspension order.

#### **CONTRACT PRICE**

**1.64** The Contract will be placed and executed under the supervision of IICCL or/and its representatives. The Contract Price of the scanner shall be the price for delivery at the place of installation, Installation, testing & Commissioning, Transportation & Insurance, Inspection & Survey charges, Test and Trials, Services of manufacturer's for two years warranty period, Customs Duty and Central Excise Duty if & as leviable and all other taxes and duties, labour cess as applicable plus **CAM cost for 8 years post warranty period of 2 years after SITC**. Contract Price shall be firm and fixed price.

**1.65** Contract Price is the sum of (SITC cost & CAM cost) including all applicable taxes.

**1.66** The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labour, 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 Full Body X-Ray Truck Scanner (Gantry Based) System is being manufactured or implemented. Comprehensive Annual Maintenance charges for post warranty maintenance shall include the cost of spare parts that will be required to be replaced & consumables, inclusive of taxes and duties, labour cess etc.

**1.67** Further, during the period of delivery systems, in case the Contractor 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 Employer (IICC) and the other party. Any difference in the terms of supply shall be duly accounted in the process.

#### **DUTIES AND TAXES**

**1.68** The Bidder shall pay all non-Indian taxes, duties, and levies, lawfully assessed against the Employer or the Bidder in pursuance of the contract.

**1.69** All the duties and taxes paid by the Contractor in India or elsewhere will be considered as a part of contract price. No claim, on account of increase in cost of the raw materials due to increase of taxes or duties or whatsoever, will be entertained.

**1.70** The Employer is not liable to any claim from the Contractor 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.

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

**1.72** The Contractor shall intimate to the Employer the anticipated delivery date of the Systems at least 30 (Thirty) days in advance.

### STAGES AND METHOD OF PAYMENT

**1.73** The Employer will pay the Contractor the following amounts, if the Contractor completes the work at each stage and produces billing documents.

Sr. No.	Deliverables Description	Payment Percentage	Billing documents which the Contractor has to produce
1.	Interest Bearing Mobilization Advance (on request from the Contractor)	*Up to 10% of the SITC Cost. (as soon as possible after signing the contract). The Employer shall make an interest-bearing advance payment @ 10% simple interest per annum - (the "Advance Payment"), equal in amount to 10 (ten) percent of the SITC cost, for mobilization expenses and for acquisition of equipment. Advance Payment will be payable only after signing of contract and submission of an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such instalment. Advance payment can only be claimed by the contractor in only one instance.	1. Claim as per Form 9 2. Evidence that the Contractor has given the performance security. 3. Contractor's commercial invoice in quadruplicate. 4. Bank Guarantee for 110% of amount sought as advance per Form 6
2.	Upon completion of delivery and handing over of scanner	*30% of the SITC Cost minus advance, if any, paid	1. Claim as per Form 9. 2. Contractor's commercial invoice in quadruplicate. 3. Certificate of delivery and acceptance of scanners issued by the IICC in Form 8 4. Installation Certificate issued by the IICC in Form 7

Sr. No.	Deliverables Description	Payment Percentage	Billing documents which the Contractor has to produce
3.	upon completion of all works including installation and commissioning of scanner	*55% of the SITC Cost minus advance, if any, paid.	1. Claim as per Form 9. 2. Contractor's commercial invoice in quadruplicate for the amount. 3. Installation Certificate issued by the IICC in Form 7A
4.	During Warranty Period of 2 years which will include CAM (Comprehensive Annual Maintenance) also during this period	*15% of the SITC Cost. Payment shall be made at quarterly intervals on pro-rata basis @ 1.875% of Contract Price per quarter (3 months)	
5.	CAM Cost	CAM cost shall be paid by the Employer on quarterly basis @ 25% against the yearly CAM amount quoted by the bidder ,after due adjustments as per clause 3.35 and 3.36, on satisfactory completion of maintenance and on production of the Verification Report issued by the IICC.	

**1.74** The prices quoted by the Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. The Manufacturer / Contractor shall accord 'most favoured client' status to the Employer vis-à-vis its other Clients / buyers of its equipment/ machines / goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Employer.

#### **1.75 Retention Money**

1.75.1 Retention money shall be deducted from each running/ final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/ final bill. No interest shall be payable to the Contractor on the amount retained in cash towards retention money.

#### **1.75.2 Release of Retention Money:**

The Retention Money shall be released to the Contractor after preparation of final bill and acceptance of the same by the Contractor and after the expiry of the warranty period specified in the Contract, reckoned from the date on which the Employer/ Employer's Representative shall have issued the Certificate of Completion comprising the whole of works. The retention money shall be released after all failures, defects, imperfections, shrinkages and faults have been rectified by the Contractor to the satisfaction of the Employer/ Employer's Representative and Defect Liability certificate is issued by the Employer/ Employer's Representative.

Upon occurrence of a Contractor's Default, the Employer shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

- 1.76** a) Any item of work altered /added in Civil, Structural, Architectural, MEP, ICT works after finalisation of work order, which may be required during execution, shall be based on the latest available edition of Delhi Schedule of Rates (DSR) Published by CPWD will be adopted for the valuation of any works which are not already covered by the items included in Price Schedules. Payments for the Variations Items shall be made in INR only.
- b) The market rates substantiated with well negotiated quotations, followed by work order and/ or Tax Invoice shall be considered only when the executed variation items are not covered under Price Schedule or the above referred schedule of rates. A fixed percentage of 15% shall be added to cover the Contractor's Overhead and Profit for the rates evaluated under this category (b). These rates shall be considered only after approval of Employer.

#### **TITLE AND RISK**

- 1.77** Title to and risk of the systems shall pass on to Employer upon testing & commissioning and handing over to Employer / Truck Scanner Operator or authorized representative of the Employer after signing of certificate of delivery and acceptance as provided in Form 8.

## 1.78 DATA SHEET

1.	Name of Employer	:	India International Convention and Exhibition Centre Limited
2.	Name of Work	:	Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning of Full Body X-Ray Truck Scanner and Comprehensive Annual Maintenance (CAM) (Gantry Based) at IICC Dwarka, New Delhi, on Turnkey Basis.
3.	Estimated Bid Price	:	Rs. 39,08,45,000/- (plus applicable GST)
4.	BID Security	:	Rs. 1,17,25,000/-
5.	Tender Processing Fee	:	Rs. 50,000/-plus GST @18%
6.	Bank Details of IICCL	:	<ul style="list-style-type: none"> <li>- Name: India International Convention &amp; Exhibition Centre Limited.</li> <li>- Bank Name; State Bank of India</li> <li>- Branch Add: CAG -II Branch (17313), Redfort Capital Parsvnath Towers, Bhai Veer Singh Marg New Delhi.</li> <li>- IFSC Code: SBIN0017313</li> <li>- Current Account No.: 38421926838</li> </ul>
7.	Completion Time from the date of award	:	<b>10 months (complete in all respects)</b>
8.	Date of uploading RFQ cum RFP	:	<b>D</b>
9.	Last date of receiving queries	:	<b>D+7</b>
10.	Pre-bid Meeting	:	<b>D+12 (1100 Hrs)</b>
11.	Employer's response to queries latest by	:	<b>D+19</b>
12.	Bid Due Date	:	<b>D+40 (1500 Hrs)</b>
13.	Opening of bids & Physical Submission of Tender Processing Fee/Bid Security / Power of Attorney etc.	:	<b>D+41 (1500 Hrs)</b>
14.	Validity of bids	:	<b>180 days from Bid due date</b>
15.	Commencement of Work	:	<b>Within 01 day of date of Letter of Award (LOA)</b>

## 1.79 Fraud and corrupt practices

i) **"corrupt practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner, whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning this Contract, or any official of the Government or the State Government etc before or after the execution thereof (including in course of performance under or pursuant to this Contract), at any time prior to the expiry of one (1) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person

connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of this Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or this Contract, who at any time has been or is a legal, financial or technical adviser to the Employer in relation to any matter concerning the Project;

ii) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Employer under or pursuant to the Contract;

iv) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## **Section 02: CONDITIONS OF CONTRACT**

## **Section 02 – CONDITIONS OF CONTRACT**

2.1 The contract signed with the Contractor will be subject to the following conditions.

### **USE OF CONTRACT DOCUMENTS AND INFORMATION**

2.2 The Contractor shall not, without the Employer'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 Employer in connection therewith, to any person other than the person(s) employed by the Contractor 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.

2.3 The Contractor shall not, without the Employer's prior written consent, make use of any document or information mentioned in para 2.2 above except for the sole purpose of performing this contract.

2.4 Except the contract issued to the Contractor, each and every other document mentioned in para 2.2 above, shall remain the property of the Employer and, when advised by the Employer, all copies of all such documents shall be returned to the Employer on completion of the Contractor's performance and obligations under this contract.

### **PATENT RIGHTS**

2.5 The Contractor shall, at all times, indemnify the Employer, free of cost, against all claims which may arise in respect of goods & services to be provided by the Contractor under the contract for infringement of any right protected by patent, registration of designs or trademarks till handing over. If any claim of alleged breach of patent registered designs, trademarks, etc., is made against the Employer, he shall notify the Contractor about it and the Contractor shall, at his own expenses take care of its settlement without any liability to the Employer.

### **COUNTRY OF ORIGIN**

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

### **PERFORMANCE SECURITY**

2.7 Within fifteen (15) days of the issue of notification of award (LOA) by the Employer, the Contractor, shall furnish performance security to the Employer for an amount equal to five per cent (5%) of the Contract Price, valid up to 6 (six) months after the completion of the CAM period (CAM period of Eight years shall start after completion of 2 years of warranty period).

- 2.8 If the contract is amended, the Contractor shall, within fifteen days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), valid in all respects in terms of the contract, as amended.
- 2.9 Performance Guarantee can be furnished through Account Payee Demand Draft/ Bank Guarantee/ Fixed Deposit Receipt/ Insurance Surety Bond from a nationalized or commercial scheduled bank, issued/confirmed from the bank in an irrevocable and unconditional Guarantee (as per format given in Form 5) drawn in favour of the "India International Convention & Exhibition Centre Limited" payable at New Delhi. RTGS / NEFT payments can be made in Bank account of "IICCL" for which details of Bank are provided in Data sheet. No interest shall be payable on the amount paid against Performance Guarantee.
- 2.10 If the Contractor fails to fulfil its obligations in terms of the contract, the Employer shall appropriate the performance security and additional security. Otherwise, the Employer will release the performance security without any interest to the Contractor on completion of the Contractor's all contractual obligations including the warranty obligations.

#### **PACKING AND MARKING**

- 2.11 The packing for the goods to be provided by the Contractor should be strong and durable enough to 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. The negligence on part of Contractor due to unprofessional packing, handling in transit & storage shall not lead to supply, construction, installation & commissioning of substandard system/Facility or unwarranted delays in schedule.

#### **INSPECTION AND QUALITY CONTROL**

- 2.12 The Employer and/or his representative(s) will, carry out Factory Acceptance Tests (FAT) as per the terms of the contract at the Contractor's premises or the premises of the sub-contractors of the Contractor before despatch of goods to check if the goods and related services conform to and perform as per the specifications and quality control requirements of the contract. Requirements/checks to be carried out during FAT/SAT has been tabulated in Appendix-III, titled "Parametric Test and Inspection for Acceptance." All cost for carrying out, including travel, stay, etc., FAT shall be borne by the Contractor.
- 2.13 The Employer and/or his representative(s) will, carry out Site Acceptance Tests (SAT) as per the terms of the contract at the site of delivery after the Contractor has installed the goods to check if the goods and related services conform to and perform as per the specifications and quality control requirements of the contract.
- 2.14 The Contractor shall decide the dates for FAT/SAT so as to enable him to deliver the Truck Scanner within the delivery schedule given in the contract and inform the Employer the dates of FAT at least 30 days in advance and the dates of SAT at least 15 days in advance.

- 2.15 Any costs related to presenting the goods for inspection shall be borne by the Contractor who shall provide all reasonable facilities and assistance, including access to relevant drawings, design details and production data to the Employer's inspector(s). If the goods fail to conform to the required specifications and standards, the Employer's inspector may reject them and the Contractor shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards at his own cost and resubmit the same to the Employer's inspector for conducting the inspections and tests again.
- 2.16 The time required for FAT/ SAT including the time required for any replacement of or alterations to the rejected goods and their subsequent re-testing forms part of the time for delivery as per the contract. Therefore, the dates of delivery shall not be extended regardless of the time taken for FAT/SAT, replacements, alterations, re-tests.

#### **IMPORT, TRANSPORT, INSURANCE, CLEARANCE OF GOODS THROUGH CUSTOMS, ETC.**

- 2.17 The contract is for supply, installation and commissioning and delivery of the goods is completed after installation, tests and trials on turnkey basis. The contract is with Employer and hence all commercial documents will contain the initial consignee as the contractor which shall be transferred in the Employer's name at the time of handing over/ taking over of the facility. The Contractor is fully responsible for and should make his own arrangements for import, transport, transit insurance, clearance of goods through the Customs, etc. If the goods have to be shipped from overseas, such shipment shall be made as per the extant policy of the Govt of India including shipment made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

2.17.1 Depending on the nature of work, Contractor's All Risk (CAR) Policy shall be obtained by Contractor at his own cost as per the requirement. At the time of taking policy, possible time over-run, if any, may be taken into account in deciding the period/validity of the policy. The above insurance shall cover the risks normally covered under the CAR policy. Any item not covered under the above policy shall be the responsibility of the Contractor.

2.17.2 Before commencing of works, it shall be obligatory for the Contractor to obtain, at his own cost, insurance cover in the joint name of the Contractor and Employer from reputed companies under the following requirements:

- a) Liability for death of or injury to any person or loss of or damage to any property (other than the work) arising out the performance of the Contract.
- b) Machinery and Equipment brought to site by the Contractor.
- c) Any other insurance cover as may be required by the law of the land.

The Contractor shall provide evidence to the Employer before commencement of work at site that the insurances required under the contract have been affected and shall within 30 days of the commencement date, provide the insurance policies to the Employer. The Contractor shall, whenever, called upon, produce to the Employer or his representative the evidence of payment of premiums paid by him to ensure that the policies indeed continue

to be in force. The Contractor shall also obtain any additional insurance cover as per the requirements of the Contract. The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the Contractor or his sub-contractor or petty contractor. The Contractor shall indemnify and keep indemnified the Employer against all such damages and compensation for which the Contractor is liable. The Policies of the Contractor shall remain in force throughout the period of execution of the works and till the expiry of the defect liability period except for any specific insurance covers necessary for shorter period.

If the Contractor fails to effect or keep in force or provide adequate cover as acceptable to the Employer in the insurance policies mentioned above, then in such cases, the Employer may affect and keep in force any such insurance or further insurance on behalf of the Contractor. The recovery shall be made at the rate of 1.5 times the premium/premiums paid by the Employer in this regard from the payment due to the Contractor or from the Contractor's Performance Security. However, the Contractor shall not be absolved from his responsibility and/or liability in this regard.

#### **ADDITIONAL GOODS/SERVICES**

- 2.18 If the Employer seeks any goods and incidental services not covered in the tender, it shall be settled in advance by the Employer and Contractor. They shall not exceed the contemporary rates charged by the Contractor to other customers for similar goods and services.

#### **WARRANTY**

- 2.19 The Contractor warrants that the goods supplied under the contract is new, unused, in full accordance with the requirements of the enquiry specifications and incorporate all recent improvements in design and materials unless prescribed otherwise by the Employer in the contract. The Contractor further warrants 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 Contractor that may develop under normal use of the supplied goods under the conditions prevailing in India. The Contractor also warrants that the goods are not subject to any security, interest, lien or any other encumbrance. The Contractor shall provide round the clock services of an English-speaking engineer for each System for a period of two years i.e., for warranty period for operation, maintenance, running and troubleshooting, etc. of System. The engineer will also train and advise the Employer's personnel (the Employer's staff) on working and maintaining the machinery and other equipment installed on the System in a satisfactory condition.
- 2.20 This warranty shall remain valid for a period of 24 months from the date of the completion of the supply, installation, testing & commissioning work of the truck scanner.
- 2.21 The Employer shall promptly notify the Contractor in writing any claim arising out of this warranty. On receiving such notice, the Contractor shall, within 24 hours repairs or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Contractor shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Employer for such replaced parts/goods thereafter.

- 2.22 If any defective goods are repaired, rectified or replaced during the warranty period, the warranty for such goods shall be extended to a further period of twenty-four months from the date such repaired, rectified or replaced goods start functioning to the satisfaction of the Employer.
- 2.23 If the Contractor, having been notified, fails to rectify/replace the defect(s) within contracted period, the Employer may proceed to take such remedial action(s) as deemed fit by the Employer, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which the Employer may have against the Contractor.
- 2.24 The Contractor shall obtain similar guarantees from each one of his Contractor/ Sub-contractors. However, the overall responsibility shall lie with the Contractor

#### **ASSIGNMENT**

- 2.25 The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Employer's prior written permission. Each member/constituent of the Contractor shall be jointly and severally liable to and responsible for all obligations towards Employer for performance of contract/services including that of its associate/subcontractors under this contract.

#### **SUB-CONTRACTS**

- 2.26 The Contractor shall notify the Employer in writing of all sub-contracts which he awarded under the contract. Such notification, in its original tender or later, shall not relieve the Contractor from any of its liability or obligation under the terms and conditions of the contract.
- 2.27 Any sub-contract awarded by the Contractor shall comply with the requirement of country of origin in clause 2.6.
- 2.28 The Contractor shall not sub-contract for facility construction/ works without the approval of the Employer.

#### **MODIFICATION OF CONTRACT**

- 2.29 Within the general scope of the contract, the Employer may, by a written order given to the Contractor at any time during the currency of the contract, amend the contract altering or modifying 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 Employer;
  - b) Alteration/ additions in construction, works;
  - c) Additions in scope of services to be provided by the Contractor;
  - d) Any other area(s) of the contract, as felt necessary by the Employer (IICC) depending on the merits of the case.
- 2.30 If the modification/alteration increases or decreases the cost of goods and services to be supplied, or the time required by the Contractor 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 Contractor doesn't agree to the adjustment made by the Employer, the Contractor shall convey its views to the Employer within fifteen days from the date of the Contractor's receipt of the Employer's amendment / modification of the contract.

## **TAXES AND DUTIES**

2.31 Contractor shall be entirely responsible for all taxes, duties, fees, levies, cess etc. incurred until delivery of the contracted goods to the Employer.

## **FORCE MAJEURE**

2.32 The Contractor shall not be liable for any sanction if there is delay and/or failure in fulfilling his obligations under the contract as a result of an event of Force Majeure. For this purpose, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not brought about at the instance of the Contractor 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 Employer either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, pandemic, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

2.33 If a Force Majeure situation arises, the Contractor shall notify the Employer in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Employer in writing, the Contractor 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.

2.34 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.

2.35 If due to a Force Majeure event the Employer is unable to fulfil its contractual commitment and responsibility, the Employer will notify the Contractor accordingly and subsequent actions taken on similar lines described in above paragraphs.

## **DELAY IN THE CONTRACTOR'S PERFORMANCE**

2.36 If the Contractor fails to deliver the Truck Scanner and perform the services under the contract within the delivery schedule, unless such failure is due to a Force Majeure event, the Employer may do one or more of the following:

- (i) Impose liquidated damages,
- (ii) Appropriate performance security,
- (iii) Terminate the contract for default.

- 2.37 If the Contractor encounters conditions which may delay delivery of the scanner and performance of services, he shall inform the Employer in writing and seek extension of the delivery schedule. The Employer may agree and by issue a letter extending the delivery schedule of the contract, without liquidated damages if there is a Force Majeure condition, and with liquidated damages otherwise. The extension of delivery schedule shall not increase the price on any ground, including any stipulation in the contract for increase in price on any other ground and, or statutory increase in or fresh imposition of any duty or tax on the goods and services after the original date of the delivery stipulated in the contract. However, the Employer shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the original date of delivery stipulated in the contract.
- 2.38 The Contractor shall not despatch the Truck Scanner after expiry of the delivery period. If there is delay, the Contractor should obtain an extension of delivery period from the Employer before despatch. If the Contractor despatches the goods without obtaining an extension, he 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 Employer.

#### **LIQUIDATED DAMAGES**

- 2.39 If the Contractor fails to complete the work or deliver any or all of the goods or fails to perform the services within the delivery schedule, unless such failure is due to a Force Majeure event, the Employer shall, without prejudice to other rights and remedies available to the Employer under the contract, deduct as liquidated damages 0.5% percent of the delivered price of the delayed goods and/or services for each week of delay or part thereof subject to a maximum deduction of 10% percent. Further, during the above mentioned delayed period of supply and/ or performance, the Contractor, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price, tax and cost, whatsoever, which take place during the period of delay. But, nevertheless, the Employer shall be entitled to the benefit any decrease in price, tax and cost on any ground during that period of delay.

#### **METHOD OF ACCEPTANCE OR REJECTION**

- 2.40 Within ten (10) days after submission of completion report of the tests and inspection (FAT/SAT) by the Contractor to Employer/Employer's representative, the Employer shall notify the Contractor by post/courier/hand or by fax of its acceptance of the tests including Facility, if the Systems satisfy the requirements of this contract and the specifications. However, in the tests and inspection should any defects come to notice in the Systems or machineries and accessories and/ or the Systems or any part or equipment thereof does not conform to the requirement of this contract and/ or the specifications, the Contractor shall take necessary steps to correct such defects and/ or non-conformity within a reasonable period or period of time mutually agreed to. However, such periods would be subject to liquidated damages as per clause 2.39 above.
- 2.41 Upon completion of corrections of non-conformity/ defect etc., the Contractor shall promptly conduct such further trials or other tests of the Systems, or on the part of equipment thereof concerned as may be deemed necessary to prove satisfaction of the

same with the requirement of the contract and specifications, and the Employer shall within ten (10) days after completion of the said further trials or tests, advise the Contractor by post/courier/by hand/ fax, of its acceptance or rejection of the tests. In the event of rejection, the Employer will state the reason(s) for rejection.

#### **TERMINATION FOR DEFAULT**

- 2.42 Without prejudice to any other contractual rights and remedies available, the Employer may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the delivery period specified in the contract, or within any extension thereof granted by the Employer.
- 2.43 If the Employer terminates the contract in whole or in part, the Employer 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 Contractor shall be liable to the Employer for the extra expenditure, if any, incurred by the Employer for arranging such procurement.
- 2.44 Unless otherwise instructed by the Employer, the Contractor shall continue to perform the contract to the extent not terminated.

#### **TERMINATION FOR INSOLVENCY**

- 2.45 If the Contractor becomes bankrupt or otherwise insolvent, the Employer reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor. Such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Employer.

#### **TERMINATION FOR CONVENIENCE**

- 2.46 The Employer reserves the right to terminate the contract, in whole or in part for its (Employer's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Employer. The notice shall also indicate inter-alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 2.47 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the Contractor's receipt of the notice of termination shall be accepted by the Employer following the contract terms, conditions and prices. For the remaining goods and services, the Employer 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 Contractor by paying an agreed amount for the cost incurred by the Contractor towards the remaining portion of the goods and services.

## **GOVERNING LANGUAGE**

2.48 The contract shall be written in English language. The Employer and Contractor shall exchange all correspondence and other documents pertaining to the contract in English.

## **NOTICES**

2.49 Any notice relating to the contract given by one party to the other, shall be sent in writing or by facsimile or email and confirmed in writing. The procedure will also provide the sender of the notice, the 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.

2.50 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.

## **RESOLUTION OF DISPUTES**

### **ARBITRATION:**

2.51 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration.

2.52 The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The arbitration proceedings shall be held at New Delhi by a Sole Arbitrator who shall be appointed by SPV and whose decision shall be final and binding upon the Parties. The Contractor hereby confirms that he/she/it shall have no objection to this appointment.

2.53 Jurisdiction: The contents of the present Agreement shall be subject to the jurisdiction of the Courts at New Delhi only.

2.54 During the Term, if any difference/dispute arises between the Parties or any litigation between the Parties is pending before any arbitrator/court/authority relating to the terms and conditions of this Agreement, the Contractor shall not discontinue the performance of Services unless so desired by Employer.

### **DEFENCE OF SUITS**

2.55 If any action in court is brought against the Employer or an officer or agent of the Employer for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence of the part of the Bidder, his agent, representatives or his sub-Bidders, workman, contractors or employees, the Contractor shall in all such cases indemnify and keep the Employer and/or his representative, harmless from all losses damages expenses or decrees arising out of such action. All claims regarding indemnity shall survive the termination or expiry of contract.

## **Section 03: Schedule of Requirements**

## **Section 03 – Schedule of Requirements**

- 3.1 The Contractor shall supply the following goods and services. The cost of all of the following, is deemed to have been included in the cost of the Full Body X-Ray Truck Scanner (Gantry Based-moving source):
- (i) Supply, deliver, install, Test and commission Full Body X-Ray Truck Scanner (Gantry Based) System and associated systems/equipment;
  - (ii) Carrying out site preparation & construction works related to Civil, finishes (Including building, protection walls, roads & buffer zones etc.), MEP & Fire Protection System and ICT and providing site related services;
  - (iii) Obtaining regulatory and statutory clearances;
  - (iv) Training of staff of Employer and it's representatives in the operation Gantry Based and in comprehensive image analysis during warranty and post-warranty period;
  - (v) Maintenance of the Gantry Based System including the associated services, building (control room), roads, buffer zones, MEP & Fire protection system and ICT for two years under warranty including supply of spare parts and consumables;
  - (vi) Comprehensive Annual Maintenance (hereinafter referred to as CAM) including supply of spare parts and consumables for a period of eight years after completion of warranty period of two years;
  - (vii) Product Support for fifteen years after two years' warranty period;
  - (viii) Provide upgrades from time to time.

### **SUPPLY, INSTALLATION AND COMMISSIONING**

- 3.2 The Full Body X-Ray Truck Scanner (Gantry Based) should be supplied, installed, tested and commissioned at the location indicated in Appendix-II. The Full Body X-Ray Truck Scanner (Gantry Based) system and the facility should meet the specifications and technical details indicated in Section 4 and should be designed and installed to provide a minimum hourly through-put of 20 nos of all type of vehicles Truck/trailer/cargo vehicle/four wheeler etc. in drive-by mode.
- 3.3 The supply, installation and commissioning are deemed to be completed once the Certificate of Installation is signed by the Contractor and the Employer (IICC).

### **REGULATORY REQUIREMENTS**

- 3.4 The scanner shall meet the regulatory requirements of the Atomic Energy Regulatory Board (AERB) in India and other Government, local and municipal authorities. The Contractor shall obtain all requisite clearances in this regard and shall also make payment of fee/ processing charges/ deposits, as required. Further, the Contractor will be required to provide type test certificate from AERB for the Full Body X-Ray Truck Scanner (Gantry Based) System being offered along with the bid. Wherever, the application for approval has to be obtained from the Authorities, the Employer shall assist the Contractor in getting the said approval and the contractor shall prepare all such documents as are necessary to obtain the clearances and shall also make requisite payments, if any.

## SITE WORK AND SITE SERVICES

- 3.5 Successful bidder, after award of contract, shall submit General Arrangement Drawings, Detailed Project Report (DPR) and any other supporting documents to concerned statutory authorities before start of construction for necessary approval. Wherever required, they would also obtain other approvals like Municipal authority, Electrical Inspector, Fire/water/sewage departments etc. Necessary fee and other expenditure on this account shall be borne by the successful bidder only.
- 3.6 All site construction works installation, testing & commissioning activities undertaken by the successful bidder and will be supervised by Employer/Employer's representatives.

Following is also included in the scope of works;

- i. All Civil works (Foundations, superstructures, Building, Roads, buffer zones)
- ii. Architectural finishes (internal & external),
- iii. MEP (HVAC, Fire, plumbing, Mechanical, Electrical etc)
- iv. ICT (Information and Communication technology i/c fire alarm and detection),
- v. Integration of building (control room) with existing central control and command centre at Convention centre and Exhibition Halls.
- vi. Lighting works (Internal & External)
- vii. Furniture, and any other devices
- viii. Road appurtenances from project boundary to roundabout, facility Boundaries),
- ix. Internal & External Signages (informative, cautionary and mandatarly)
- x. Any other equipment complete for successful commissioning and functionality of the entire system
- xi. All the works including equipment's shall be as per the best industry practices and strictly fulfilling all the prevailing statutory requirements of DFS, SDMC, DDA, MoEF, DJB, Traffic police, Aviation, AERB and any other authority especially related to Atomic Energy regulations.
- xii. Tapping of all the basic services like sewer, water, storm drain/line, Power connection and DG power backup etc. to nearby disposal/connection point shall be in the bidder scope.
- xiii. Obtaining NOC from all such statutory authorities for successful commissioning and functionality and handing over shall be the scope of bidder.
- xiv. Acceptance of design, interiors, services, Furnishings, finishes, external development shall be compatible to the surround development and strictly as per requirement and approval of the IICCL and shall be binding on the contractor. The design of the Control room building shall be done considering all the regulations made by AERB.

Concept layouts of the facility and building (Control room) are enclosed in Appendix-II which is minimum requirement. In case of any additional statutory or functional requirements which are necessary for commissioning & functionality of the facility, the bidder shall consider all those costs in bid price.

Notwithstanding to above, the requirement provided in the Appendix-II is minimum.

The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employers requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.

The finishing schedule of the Building (Control room) shall be as mentioned under:

S NO.	ITEMS	FLOORING	SKIRTING	WALLS	CEILING
1	SERVICE ENGINEER ROOM	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
2	FACILITY INCHARGE ROOM	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
3	INSPECTION STATION	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
4	OPERATION STATION	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
5	DISCUSSION ROOM	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
6	WORK STATION AREA	VITRIFIED TILES – 600 mm X 600 mm	100 mm high tiles.	EMULSION PAINT as per approved colour.	Grid ceiling 600 mm x 600 mm with mineral fibre tiles.
7	MALE TOILET	Anti skid floor tiles – 600 mm x 600 mm		Vitrified wall tiles up to 2100 mm.	Grid ceiling 600 mm x 600 mm with laminated gypsum boards.
8	FEMALE TOILET	Anti skid floor tiles – 600 mm x 600 mm		Vitrified wall tiles up to 2100 mm.	Grid ceiling 600 mm x 600 mm with laminated gypsum boards.
9	EXTERIOR			EMULSION PAINT – Weather coat as per approved colour.	

## SITE WORKS

- 3.7 The site works will have to be carried out on developed/ undeveloped piece of land. Hence, the Bidder is advised to visit the site of installation, at his own expenses, so as to have first-hand assessment of the extent/type of construction work involved at each site, its surrounding and availability of services. Prospective bidders may contact the Employer during the site visit for obtaining relevant information relating to site and other associated activities required for installation and commissioning of Full body X ray truck scanner (Gantry based).

Prospective bidders should inform the authorized representative of IICC of their intention of visiting the site, so that a common date can be fixed and representative(s) of IICC can provide necessary coordination at site.

- 3.8 In general, the site works including but not limited to all civil, MEP, ICT works to make it fully functional as standalone unit and integrated with central control and command centre of IICC built within the convention and exhibition centres. The site works shall involve construction of RCC framed structure building, RCC column & roof Slab, concrete pad, protection walls site entry & exit roads, fencing & boundary wall, parking shed, paving, painting/epoxy coating, anti-termite treatment, horticulture & landscaping, etc. Site work will include providing/ establishing electrification, air-conditioning, communication, networking, public health services, electrical trenches, fire mitigation & fighting, water storage (underground & overhead) & distribution, doors & windows, furniture & fixtures, venetian blinds, false ceiling in air-conditioned areas, security & surveillance, etc. for the Scanner Facility. Extend services such as electric power, water supply, communication/networking lines, storm water drains, soak pit and septic tank along with connecting sewer lines, fire water line, etc. up to the nearest identified points for connection/ integration purposes. This may need existing roads to be crossed requiring road cutting, embedding concrete pipes and repairing the road. These will form part of the site works. The bidder should apprise himself of the present site conditions, developments that have taken place at the location and the connectivity & circulation to the facility including tapping points for the services (Water, storm, sewage, Fire water, electrical, Data networking, waste management, backup DG supply etc for design and construction in complete for efficient and successful commissioning and running of the facility.

- 3.9 Civil & structural construction works should meet the following requirements:

- a) Foundation of the structure/buildings should be decided based on the geotechnical survey carried out by the contractor. Design of the foundation shall be carried out as per respective BIS codes & standards. Concrete pad should be designed after considering the soil conditions and should be as per Indian Road Congress specification IRC 58:2002 (Guidelines for design of plain jointed rigid pavement for highways). Sub-grade soil should be treated suitably to increase the bearing capacity. Expansive soil at top level should be removed up to minimum 300 mm depth. It should be backfilled with compacted murrum before soling. Consolidation of soil may also be required in certain cases. Approach roads should be as per the specifications of Ministry of Road & Highways and in compliance to the IICC project standard specification for integration with the planned/developed infrastructure.

- b) Structure/ building should be designed for site specific strata (obtained through geotechnical investigations) and should meet the requirements of seismic design criteria as per the seismic zone in which each site falls and as per the provisions of IS 456-2000 with due to consideration to environmental exposure condition. Structure/ building should undergo static & dynamic design analysis under different live & dead load combinations.
  - c) Minimum M30 grade concrete shall be used in RCC construction along with suitable reinforcement, which should be provided in accordance with IS 13920. Piles for foundation, when found necessary upon geotechnical studies, shall be designed as per the provisions of ARE 2911. Non-destructive testing of cast plies shall also be carried out as per the provisions of IS 14893-2001.
  - d) Scanner Facility should be located above the highest flood level noted for the site. In any case, it shall not be located lower than 450 mm from the adjacent road level.
  - e) Scanner Facility might have to be constructed in the proximity of the existing installations. Hence, the Bidder must consider, while making the bid, the care and caution to be taken and necessary provisions to be made such that no damage (underground/ over ground) occurs to the existing structures/ installations and services there. The Contractor shall make all the good to the damages to existing installation underground or over ground to it's original conditional and functional at Contractor's cost. These installations shall continue to function normally during the construction of the scanner Facility. Also, the architectural features of the proposed structure/ building for the facility should be in consonance with the existing/ planned structures & buildings. Similarly, design of the boundary wall/ fencing, gates, etc. will be as existing/ planned for the project development and should integrate with the planned/developed infrastructure.
  - f) Boom-barriers, operable from the check-in/check-out counters, should be of approved design and materials.
  - g) Adequate provisions shall be made to detect and mitigate fire of any kind in the Facility. For this purpose, the Contractor to construct and install an appropriate firefighting system. Water for firefighting will have to be connected and drawn from the nearest source, The Contractor shall get the design of the facility including the Fire arrangements approved from SDMC and Delhi Fire Services before submission of detailed design.
  - h) Building should be friendly to physically challenged persons.
  - i) DG back up to the facility shall be provided through the project facility under construction and Contractor shall arrange to develop connectivity to the system from the nearest point of Service Gallery built for the project.
- 3.10 Equipment/ components/ systems/ assemblies, materials, etc. available in India should be used in constructing and equipping the Facility. Furniture & fixture required for the Facility under Make in India plan except those not manufactured in India but required for successful commissioning of the entire project shall be of approved make, quality and numbers and as approved by the Employer. All materials & items used in the construction

of Facility should be new, of reputed brand/make and of tested quality (supported by test certificates from the manufacturer or Govt. approved laboratory). Three levels of quality control & surveillance checks should be employed during the construction phase; by utilising the services of duly qualified & experienced staff.

3.11 Electrical & communication works will cover, but not limited to, Supply, Installation including Civil, MEP, ICT works and Testing and Commissioning:

- a) 415 V, 3 phase, 4 wire Power Control Centre(s)
- b) Local Push Button Stations as needed for FBTS operation and its associated systems such as scanner movement systems, motorised shutters/ gates, air-conditioning units, pumps, ventilation dampers, etc.
- c) Air-conditioning service engineer's room, operational station, inspection stations, facility in charge room, discussion and record room, additional workstation room, and other covered areas in the vicinity of scanner.
- d) Supply & installation of communication system, VHF sets (5), including cabling/ wiring networking.
- e) Arranging permanent electrical power supply from Substation located at DG building including but not limited to laying of the main power cable from the Substation to the main Electrical panel of the Truck scanner.
- f) Supply of cables & trays, cabling and terminations at various electrical panels/ equipment of the Facility for power supply distribution.
- g) Supply & installation of high static electricity & lightning protection systems.
- h) Concealed lighting distribution boards (LDB), lighting panels/switch boards/ sockets, power receptacles, lighting fixtures and accessories within the Facility plot.
- i) Integration of DG power with commercial power supply with auto switch-over.
- j) Supply & installation UPS (along with necessary battery banks) of suitable rating to sustain the scanning operation for 30 minutes and its integration to commercial/ emergency power supply and integration with the command centre of the facilities through data cables and connected to the nearest available tapping point.
- k) Flood lighting system for optimum illumination that provides, when measured at ground level, least 100 lux within 5 meters of the scanner system and at least 20 lux within the whole security zone during work at night or in poor visibility conditions and should be without direct glare. The sitting and maintenance areas shall have lighting of 250 lux.
- l) Supply & installation of separate grounding arrangement for electrical and electronic systems insulated from each other.
- m) Indication/alarm in the operation station, with associated hardware and cabling, of important parameters of the support/ auxiliary systems.

3.12 Obtaining Electrical Inspector's and any other statutory clearances (BSES Rajdhani) should be responsibility of Contractor. This will include approaching the concerned authorities with necessary technical literature, drawings, documents, etc. along with application forms. The expenses incurred in obtaining such approvals shall be borne by Contractor.

- 3.13 It will be the responsibility of Contractor to offer right type of equipment/ system/ fixtures/ accessories, etc. to meet the Facility needs. These shall be with IS specifications of reputed make (to be approved by the Employer) having energy saving features.
- 3.14 General requirements of Civil, MEP and ICT works would be as per the provisions of latest editions of “Central Public Works Department (of India) Specifications”. Electrical works should be carried out as per the provisions and requirements of Indian Electricity Rules, Indian Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards. All designs and items of work shall have the approval of the Employer prior to its implementation /execution.
- 3.15 Any modifications necessitated during design & detailing of the Facility to meet functional & operational requirements or due to constructional & site requirements, shall be carried out by the Contractor at no extra cost to the Employer. However, in case any new or additional requirements in civil and public health services, electrical and air-conditioning, furniture and fixtures items are prescribed (within or outside the premises of the scanner facility, but as part of fulfilment of the work) during the course of construction, the cost difference for such alterations/changes or cost of new/additional items ordered in writing by the Employer, will be derived and paid as per Clause 1.78.
- 3.16 Periodic maintenance of various structures, concrete pads, roads, fencing, etc., in the Scanner Facility, regular upkeep & repairs of the Facility, etc. during warranty will form part of the site services. These will include, but not limited to, the following:
- i) Periodic maintenance of building/structures, gates, pavements, roads, fencing;
  - ii) Painting of the building/structures, fencing, gates, etc.;
  - iii) Repair/ replacement of non-working electrical fittings & fixtures;
  - iv) Repair/ replacing non-working doors, windows, toilet fittings & fixtures;
  - v) Repair/ non-working air-conditioners, water cooler, any such gadgets;
  - vi) Repair/ replacing furniture & fixtures;
- 3.17 All site works & services shall be carried out as per out the provisions of relevant design & construction codes/ standards of Bureau of Indian Standards, Indian Electricity Rules & Acts, Indian National Building Codes & Standards, Ministry of Road & Highways, and CPWD manuals.

## **SITE SERVICES**

- 3.18 Contractor shall render these services as part of the overall project management service. The services shall broadly include, but not be limited to, the following:
- a. Construction water and construction power and their respective distributions shall have to arrange by the Contractor at his own cost.
  - b. Providing support services for the Contractor’s erection staff e.g. construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, insurance cover, watch & ward for security and safety of the materials under the Contractor’s custody etc. as required.

- c. Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with the Employer and/or his representative.
- d. Providing 'Industrial Relations' unit and 'Medical' unit to take care of his erection staff. Employer or his representative shall have no obligation in this regard.
- e. Securing necessary permits / clearances from authorities for construction including local bodies, port authorities, and other government authorities.
- f. All these arrangements/requirement can be inspected by Employer other regulatory authorities at any time during the course of construction.

## **SITE ORGANISATION**

3.19 Site is located on within the IICC Complex, at one of west connectivity to the project site from where entry and exit of all type of vehicles Truck/trailer/cargo vehicle/four wheeler etc. will take place on the regular basis. Site is continuously being used by other construction agencies and any work undertaken has to be taken in coordination with other project stake holders. As such, appropriate standard operating procedure will have to be prepared in consultation with concerned person of IICC before commencement of the work. Contractor shall maintain a site organisation of adequate strength in respect of manpower, construction machinery and other implements at all times for smooth execution of the contract. This organisation shall be reinforced from time to time, as required, to make up for slippages from the schedule without any commercial implication to the Buyer or his representative. The site organisation shall be headed by a competent construction manager having 10-15 years of experience, in supervision of construction work and adequate authority to take decisions at site.

## **SITE FACILITIES**

- 3.20 The Contractor will be responsible for providing the following site facilities during the execution of the project:
- a. Contractor may construct temporary buildings associated with site administration, car parks, cycle stands and access ways shall also be constructed.
  - b. Before the erection of any temporary site accommodation, the Contractor must obtain approval from the Employer or his representative of the size, type, condition, location, access and services proposed. Employer's or his representative's approval shall be obtained before any accommodation is dismantled or removed from the site.
  - c. The site office accommodations should be reasonably maintained and suitably identified with the Contractor's name and that of his site engineer.
  - d. Contractor shall provide his own on-site / off-site telephone facilities. The Contractor shall obtain permission; from the appropriate authorities before any radio wave emanating system is used at the site. This includes radio telephones and pagers, transceivers, cordless and cellular telephones and such any other systems. The Contractor shall ensure that the radio-communication systems do not cause interference to the existing control and instrumentation and communication systems.
  - e. A food facility may be provided on the site by the Contractor for the reasonable use of both his and his sub-Contractor's employees, and his staff and employees of other Contractors.

- f. Contractor should establish a suitable records office to maintain updated records of all relevant documentation, as-built drawings & test certificates and to ensure that these are available to meet obligations to all statutory bodies and to any commissioning committee, working parties or test teams which are established to meet the needs of the contract. These records shall be maintained and retained until hand over on completion of all works at site and shall be subject to Audit by the Engineer / or representative of IICC.
- g. Contractor shall be responsible for provision of suitable temporary storage facilities.
- h. The erection of sign boards or posters will not be allowed without Employer's or his representative's approval of the size, type, location, wording, etc.

## **SITE RESTRICTIONS**

- 3.21 Contractor and his employees shall not trespass beyond the boundary limits of the site on to any adjoining land and the Contractor shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the Employer (IICC) or their representatives in regard to men & material movement.

## **SITE ACCESS**

- 3.22 Contractor shall be responsible for construction and/or of any road improvement required for traffic access and for the provision of traffic control where the site access road joins the public road. Public traffic shall not be impeded during the construction period and access must be maintained for emergency vehicle.

## **TRAINING**

- 3.23 After installation and commissioning, the Contractor shall initially, train five Personnels (to be nominated by the IICC, who would qualify in the initial operator test) in the operation and use of the Full Body X-Ray Truck Scanner (Gantry Based) System. Thereafter, the Contractor shall train IICC personnel nominated (who would qualify in the initial operator test) by the IICC once every six months during the warranty and CAM period. The training should take place in an environment where each participant has access to a workstation of his/her own. The training programme (classroom, on-screen simulation and hands-on) shall cover all aspects of operation, image interpretation and first level trouble shooting. Operator feedback mechanism on the system performance should exist, which will assist in addressing the concerns, if any, of the users and also to upgrade the software as necessary. No additional cost will be paid in regard to the above. The classroom and workstation with internet connectivity as provided by IICC.

## **TESTS AND TRIALS**

- 3.24 After installation and commissioning, the Contractor and the Employer will conduct tests and trials for 30 days. If the delivered system works in accordance with the agreed specifications and without faults or malfunction during this trial period of one month, the equipment will be deemed to have been commissioned. During the trial period, the ownership of the equipment shall continue to be with the Contractor. If not, the faults and

malfunctions are to be rectified and a further trial period of one month shall be added to permit an additional attempt to meet contract specification. For this extension of one month, the warranty period would be extended by two months. Only one extension of one month shall be granted. If the functioning of the system is not faultless in this extended period, no further extension shall be granted, and the contacts shall be liable for cancellation.

## **DELIVERY**

- 3.25 After successful completion of tests and trials, the Contractor shall deliver the Full Body X-Ray Truck Scanner (Gantry Based) System and all related equipment, Operation and Maintenance manuals, etc. to the IICC. The delivery will be completed when the Contractor and the IICC sign the Certificate of Delivery and Acceptance as provided in Form 7. Decisions of the Employer as to compliance or non-compliance with the requirements shall be final and binding upon both parties hereto.

## **DELIVERY SCHEDULE**

- 3.26 The Contractor shall deliver the Full Body X-Ray Truck Scanner (Gantry Based) System complete in all respect including successful testing and commissioning System to the IICC within **TEN MONTHS** from the date of notification of award.

## **TERMS OF DELIVERY**

- 3.27 Until the delivery is completed, the Full Body X-Ray Truck Scanner (Gantry Based) System and all its associated systems & equipment are the responsibility of the Contractor. Accordingly, its packing, transport, insurance, Permission from statutory authority, clearance through Customs, handling, maintenance and upkeep until the delivery shall be to the responsibility of the Contractor and to his account.
- 3.28 Any loss or damage to the Full Body X-Ray Truck Scanner (Gantry Based) System & associated equipment during handling, transportation, etc. until completion of delivery shall be to Contractor's account. The Contractor shall be responsible 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.

## **PROGRESS AND MONITORING**

- 3.29 Within 15 days of the notification of award of contract, the Contractor should submit a detailed Time Bar Chart/PERT chart covering key phases of design, manufacture, inspection & testing, site works, supply, installation and commissioning of the Full Body X-Ray Truck Scanner (Gantry Based) System and its associated systems & equipment. If the Employer so requires, the Contractor shall discuss the Time Bar /PERT Chart with the Employer and revise it. Time Bar Chart/PERT Chart will be used to periodically review the progress of the project. The Employer through its representatives may convene periodic monitoring meetings with the Contractor/sub-contractors and other stakeholders, from time to time, to ensure that the construction and other activities are being carried out as

per the specifications given in the contract. All key plans, detailed drawings, materials stipulated in requirements and workmanship entering into the making of the Systems may at all times be subject to inspection and tests by the Employer. The facilities, labour and materials necessary for the safe and convenient conduct of such inspection shall be furnished by the Contractor without extra charge. The contractor has to adhere to all the labour laws (viz.) contract labour (Regulation and Abolition) Act, Employees Compensation Act, Minimum Wages Act, Payment of Wages Act, etc., and shall be registered with the Appropriate Authorities under the relevant Acts & maintain such registers as are mandatory. He shall make payments to his staff in accordance with the relevant Acts. All documentary proof of returns filed for PF, ESI, etc., shall be produced on demand.

### **GENERAL MAINTENANCE REQUIREMENTS**

- 3.30 The Full Body X-Ray Truck Scanner (Gantry Based) (Roads) will be required to operate 24X 7 and the Contractor shall offer satisfactory service during warranty period of two years and post warranty maintenance under CAM for eight years the Bidder should either have his own service set-up in India or he should appoint as 'Maintenance Contractor' any indigenous manufacturer / reputed contractor who is to capable maintain the Full Body X-Ray Truck Scanner (Gantry Based) System and its associated systems & equipment. The Bidder must indicate in the tender the name of the maintenance contractor and enclose a copy of the agreement with them. The agreement must be valid for at least ten years. The availability of the scanner system should be better than 95% of the time in a year.
- 3.31 The agreement between the Bidder and the maintenance contractor should clearly specify that the Bidder will provide all necessary technical support including supply of spares and consumable to the maintenance contractor during the maintenance period; both during warranty and post warranty; so that the latter can effectively maintain the Full Body X-Ray Truck Scanner (Gantry Based) System.

### **WARRANTY MAINTENANCE**

- 3.32 During warranty period, the Contractor or, as the case may be, the Maintenance contractor shall set right the Full Body X-Ray Truck Scanner (Gantry Based) System immediately on receipt of a complaint but in no case later than 24 hours. Preventive Maintenance shall be carried out once in 6 months i.e. 4 times during the warranty period of two years. The Contractor must deploy only qualified and experienced staff in maintenance activities. The spare parts whatever required shall be provided by the Contractor free of cost. The Contractor without any charge or cost shall replace, repair or rectify any defects.

### **POST WARRANTY MAINTENANCE**

- 3.33 Scope of CAM shall include: (a) supply of all spare parts and consumables, (b) periodical preventive maintenance visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns. During CAM all parts/components shall be repaired / replaced by the Contractor or, as the case may be, maintenance contractor. No extra payment shall be made for replacement of parts, spares and consumables.

- 3.34 Full particulars of maintenance service centre and qualified engineering staff should be enclosed with the technical bid.
- 3.35 Maximum time limit for attending to the complaint shall be 24 hours. Sunday and any other Govt. Holidays will be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the Full Body X-Ray Truck Scanner (Gantry Based) System remains non-operational continuously beyond this time limit, 1% of the CAM cost will be deducted for every such day or part thereof.
- 3.36 The Contractor or, as the case may be, the maintenance contractor shall carry out preventive maintenance visits at least once in 6 months. For every failure to carry out a preventive maintenance, 2.5% of the CAM cost will be deducted.
- 3.37 CAM cost shall be paid by the Employer on quarterly basis @ 25% of the yearly CAM amount quoted by the bidder, after due adjustments as per paras 3.35 and 3.36 above, on satisfactory completion of maintenance and on production of the Verification Report issued by the IICC. GST will be paid extra on submission of proof of payment.

### **SPARES AND TOOLS**

- 3.38 The Contractor shall indicate the list of tools, toolkits or loose components that are to be given as part of supply and form accessories for servicing purposes. The spares and additional tools recommended by the manufacturer/contractor for all machinery equipment for smooth running of the Full Body X-Ray Truck Scanner (Gantry Based) System for a period of 10 years excluding warranty period should be listed. The spare parts shall be based on his previous experience and failures encountered in earlier Installations.

### **EMPLOYER'S RIGHT TO TERMINATE THE MAINTENANCE CONTRACT**

- 3.39 Employer reserves its right to terminate the maintenance contract at any time without assigning any reason. The Bidder 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.

### **SOFTWARE & SOFTWARE UPGRADES**

- 3.40 The Contractor shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the system un-availability is minimal. The Contractor shall also comply and guarantee software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).
- 3.41 Taking into account the operational requirements of the Employer, there may be a need to customize some portion of the software. Contractor should agree for such customization, which is expected to be limited, at no extra cost.
- 3.42 Any software upgrades developed by the Contractor during the warranty and the post warranty period should be made available to the Employer at no extra cost and should be

delivered and installed in a prompt and efficient manner. The Contractor should install and train the Truck Scanner Operator with software upgrades.

## **DISASTER MANAGEMENT**

- 3.43 The Contractor has to provide detailed disaster management plan to meet any eventuality, which may arise during the operation of Full Body X-Ray Truck Scanner (Gantry Based). The disaster management plan should be elaborate, detailing the actions to be undertaken in the case of any emergency and/or disaster and defining the role of every authority and person during such a situation.

## **DOCUMENTATION**

- 3.44 The Contractor shall document design, manufacture, inspection, testing, site works & services, installation, commissioning, test & trials, operation & maintenance, quality assurance and delivery of Full Body X-Ray Truck Scanner (Gantry Based) System and its associated systems & equipment. The complete documentation work shall be in English.
- 3.45 Relevant documents as required by the Employer shall be submitted for review/ reference, from time to time, during the execution of the contract. Complete documents, quality assurance records and as-built drawings shall be provided to the Employer, both in soft & hard copies, after the completion of the contract.

## **Section 04: SPECIFICATIONS AND ALLIED TECHNICAL DETAILS**

## Section 04 – Specification and Allied Technical Details

4.1 Full Body X-Ray Truck Scanner (Gantry Based) System will be used in the detection of: (a) Mis-declaration of description, and/or and quality of goods, (b) concealment of contraband goods viz. firearms of various types, assorted ammunitions, explosives of various varieties; (c) different types of detonators, circuits, cordex wires, electronic components used in fabrication of improvised explosive devices; and (d) narcotic drugs and psychotropic substances.

4.2 Full Body X-Ray Truck Scanner (Gantry Based) System shall be an X-ray based system which should enable the scanning of all type of vehicles Truck/trailer/cargo vehicle/four wheeler etc. in drive-by mode. The vehicle to be scanned will remain stationary while scanner will move bi-directional for bumper-to-bumper scanning. The driver will not remain in the truck during the scanning. The scanner system shall meet the following requirements:

Systems Requirements		
1.	X-Ray generator	Dual energy: High – 6MeV (Nominal); Low – within a differential of 2 to 3 MeV.
2.	Penetration	Minimum 320 mm of steel
3.	Scan speed	Scan speed of Gantry min. 0.4m/sec.
4.	Wire detect ability in free air	1 mm or better
5.	Contrast sensitivity	1% or better
6.	Spatial resolution (at any location in the vehicle)	5 mm or better at any location
7.	Scan Size	Scan Size - Should scan bumper to bumper all type of vehicles including containers and trucks of the size allowed as per Indian Motor Vehicle Act, Ministry of Transport, Govt of India, bumper-to-bumper including the driver's cab and display the transmitted scan image upto a height of 0.3 meters from finished floor level to the top of the container without missing any area or corner cut-off. The Throughput of the Systems should be minimum 20 vehicles per hour at normal scan speed.
8.	Material discrimination	Capability to distinguish between organic, inorganic, metallic, plastics, Radioactive materials, Explosives and intermediate materials including AERB guidelines
9.	Threat detection	Image processing to be capable of assisting the operator in threat detection and identification. Colorization based on atomic number for the assisted recognition of threats may be available

<b>Systems Requirements</b>		
10.	Density threshold alert	To alert the operator of presence of non-penetrating materials along with audio alarm
11.	Release/Hold decision	To have the capability to tag an image as 'suspect' or non-suspect' and store the decision with the image data set.
12.	Image quality	To have high performance imaging capability. In addition to achieving the required penetration, contrast sensitivity and spatial resolution, images are to appear clear, have sharp edges, and have aspect ratio that is not compressed
13.	Detectors	Any detectors to achieve the performance requirements as above.
14.	Image Processing	<p>To have the following minimum features:</p> <ul style="list-style-type: none"> <li>a) Zoom-in (up to 16 X) zoom-out (1/4th), pan, scroll, density expands, edge enhancement, reverse video, brightness &amp; contrast adjustment, etc.</li> <li>b) Pseudo coloring (at least 16 pseudo colour), ruler functions</li> <li>c) ROI (Region of Interest) processing</li> <li>d) Original image and processed image - to allow attending operator to alternate between the original and processed images in the same window</li> <li>e) Negative and positive image toggling</li> <li>f) Filtering functions</li> <li>g) Gray scale re-mapping and adjustment</li> <li>h) Shape marking or text annotations highlighting suspicious area.</li> <li>i) Histogram- liner, non-liner defined functions</li> <li>j) GUI- menu bar, tool bar, in-put window, main, whole scan image window, etc.</li> <li>k) Image depth-16 bits</li> </ul> <p>The above features I to be available on each workstation supplied.</p>
15.	Data/Image Processing Hardware	<ul style="list-style-type: none"> <li>a) Servers &amp; Workstations to be state-of-the-art and the operating system to be based on LINUX/Microsoft Windows or an equivalent or superior multi-tasking operating system supported internationally.</li> <li>b) Monitors to be minimum 24" LED colour having resolution 1920X 1080 or better. One of the displays to be on a reasonably larger LED screen (over 60") without any distortions or loss of resolution.</li> <li>c) Printer to include an A3/A4 (regular) format coloured laser printer, as well as software which will allow printing by control system displays, image analysis outputs, video capture snap shots, notes, manifest etc. It must have multifunction capability such as scanner, copier, etc.</li> </ul>

<b>Systems Requirements</b>		
16.	Image inspection station (per site of installation)	<ul style="list-style-type: none"> <li>a) Image inspection station (IIS) must have a minimum of Eight sets of workstations (including two each for two remote location inspection) and provision to add at least two more, if workload demands.</li> <li>b) Each work station to be supplied such that the operators perform independent inspection activities, simultaneously or sequentially.</li> </ul>
17.	Net-working	<ul style="list-style-type: none"> <li>a) Scanner operation station, Image inspection station, Check-in, check-out posts, Remote inspection Areas (MIA) to be connected through wide area network.</li> <li>b) Workstations, Servers, Control stations linked through local area network allowing error free data flow for uninterrupted operation.</li> <li>c) Two DB Servers at scanner station having connectivity and compatibility to external (away from site) network for data retrievals and image manipulation along with the requisite software and hardware.</li> </ul>
18.	Redundancy features	Adequate redundancy features to be provided to minimize single point of failure in the system leading to non-availability of the scanner
19.	Sensors	<ul style="list-style-type: none"> <li>a) Adequate number of sensors to be provided to detect when all type of vehicles like Truck/trailer/cargo vehicle/four wheeler etc. is approaching, entering and exiting the Scanner Facility.</li> <li>b) Sensors must detect the height of the truck so as to protect the scanner system from over-dimensioned conveyance, if any. A bye-pass lane to be provided for such conveyances.</li> <li>c) Sensors to be provided to determine the end of all type of vehicles like Truck/trailer/cargo vehicle/four wheeler etc. such that the X-ray generator is put OFF as soon as the end of the vehicle is detected.</li> </ul> <p>The sensors for the above purposes must be based on diverse technologies and must also have redundancy in them.</p>
20.	Safety Interlocks	<p>X-ray generator shall remain in OFF mode. It shall be in ON mode only on fulfilment of, but not limited to, the following conditions:</p> <ul style="list-style-type: none"> <li>a) The cargo vehicle has come to complete stand-still and truck driver has moved out of the exclusion zone.</li> <li>b) There should not be any human inside the exclusion zone during scanning.</li> <li>c) End of the vehicle has not been detected.</li> </ul>

<b>Systems Requirements</b>		
		Safety interlocks to be achieved by various electrical, electronic, optical and magnetic technologies which must ensure failsafe operation of the scanner system.
21.	Regulatory requirements for Radiation Safety	<p>a) Full Body X-Ray Truck Scanner (Gantry Based) System must comply with all statutory requirements including the regulations of Atomic Energy Regulatory Board (AERB) of India and any other Statutory body. Contractor to produce a no-objection certificate (NOC) for import from AERB and any other Statutory body along with the Tender.</p> <p>b) Radiation dose at the exclusion zone boundary must not exceed 1 <math>\mu\text{Sv/hr}</math>. (instantaneous).</p> <p>c) Appropriate failsafe electrical, electronic and optical mechanisms must be put in place, such that the radiation exposure to driver does not exceed the limit prescribed by AERB for the purpose.</p> <p>d) Scanning operation to be safe for food, vegetables, pharmaceuticals, clothing, active medical supplies, electronic data media, or other commonly traded goods for Exhibition purposes. Dose on cargo per Scanning shall not exceed 100 <math>\mu\text{Sv}</math> (10mR).</p>
22.	Radiation survey meters (per site of installation)	The system to be supplied with two radiation survey meters which must be able to measure with sufficient accuracy the dose rates (range 0.01 $\mu\text{Sv/hr}$ . to 10 mSv/hr.) arising from pulsed radiation fields and must not get saturated / paralysed in high radiation fields. The monitors to be calibrated for ambient dose equivalent.
23.	Radiation dosimeters (per site of installation)	The system to be supplied along with six digital dosimeters which shall be useful in the energy range 20 keV to 10 MeV and dose rate range from 0.01 $\mu\text{Sv/hr}$ to 10 Sv/hr.
24.	Electrical safety	The scanner and its associated systems must fulfil all legal regulations on safety and health requirements to comply with the Indian Electrical Code & Standards
25.	Data Security	All data and analytical results must be secured with three levels of user access control viz. operator, supervisor, and administrator

<b>Systems Requirements</b>		
26.	Security & Safety (per site of installation)	<p>a) Minimum four IP CCTV cameras with recognition coverage range (one with 360 degree PTZ camera having facility to view from remote location) with NVR capable of saving more than 15 days long full HD video images, should be installed for monitoring the radiation protection area/ boundary of the facility.</p> <p>b) Provisions of safety measures such as audio alarms, visual alarms, flashing of lights, indication of an emergency situation, noticeable warning signal while “scanning on”, etc. must be made. The status of safety system must be displayed on a control panel.</p> <p>c) Provisions to be made to protect the gantry scanner system from being damaged by the vehicle.</p>
27.	Auto-shout down/ emergency stop	<p>a) System must be equipped to stop the operation by automatic shutdown device(s) in the case of emergency of any kind.</p> <p>b) Emergency stop buttons to be installed in the scan control office and in radiation management area.</p>
28.	Self-diagnostic	Scanner and its associated systems must have built-in self-test and fault diagnostic capability/facility.
29.	Optical character recognition/ identification number capture	<p>a) The system to be equipped to capture the number of the vehicles and convert it into characters with an efficacy of 95% or better.</p> <p>b) It must also capture the image of the number so that if there is an error, the operator can correct it.</p> <p>c) It must be possible to integrate the captured number with the image of the vehicles obtained during scanning operation.</p>
30.	Inter-linkage with the command centre	<p>a) System must be able to receive/send information in respect of all type of vehicles like Truck/trailer/cargo vehicle/four wheeler etc. being scanned and display it along with the image so that the operator can compare the image with the data and draw his conclusions.</p> <p>b) System must store the image and data in the server and export the image and data into the server of IICC/ Truck Scanner Operator. System must enable remote login with full functionality into the server by IICC/Truck Operator personnel from main security control centre and Security control centre anywhere in the project site.</p>

<b>Systems Requirements</b>		
31.	Data storage, back-up/ recovery	<p>a) It must be possible to store information about at least 10,00,000 scanned objects (i.e. scanned images, cargo manifests, notes, etc. associated with an inspected object). It must be able to generate a warning when the storage medium, used to store data sets, reaches a set value of its maximum storage capacity.</p> <p>b) Data back-up and recovery facility to be independent from the process of collecting image data.</p>
32.	Cargo Viewing	<p>a) System must be provided with suitable software, which would enable the image interpreter to interpret the content of the goods stuffed in the vehicle.</p> <p>b) The software to be able to discriminate images of various goods/commodities, which would enable interpreters to make fair assessment of the goods contained in the all type of vehicle like Truck/trailer/cargo vehicle/four-wheeler etc.</p> <p>c) The software must be able to alert the operator, in case of some contraband or any targeted commodity is encountered during scanning.</p> <p>d) Scanner system must be equipped with standard library of images and should have provision to add scanned images obtained during the operation of the system.</p> <p>e) The software must have function to combine a suspicious marked image, inspector's comments and cargo information data from the database of the Employer. These data files to be saved in server, which can be searched and retrieved.</p>

4.3 The Full Body X-Ray Truck Scanner (Gantry Based) System and its associated systems and equipment should meet the following technical features.

Technical requirements		
1.	Object to be scanned	All type of vehicles allowed to be operated on Indian roads as per Indian Motor Vehicle Act, Ministry of Transport, Govt of India, including Standard Containers (20 foot to 40 foot), Truck/trailer/cargo vehicle/ four wheeler etc used in international trade loaded on to truck-trailers (approx. size of the conveyance: 3.50 m Width, 5.5 m Height, Max weight of conveyance – 70 MT).
2.	Mode of operation	Full Body X-Ray Truck Scanner System shall be a Rails Mounted Gantry Type High Energy X-ray based scanner which should enable the scanning of all type of vehicle like Truck/trailer/cargo vehicle/four-wheeler etc. in drive-by mode. The vehicle to be scanned will remain stationary while x-ray source will move bi-directional for bumper-to-bumper scanning on the Gantry. The driver will not remain in the truck during the scanning and will move out of exclusion zone during the scanning.
3.	System	a) Scanner & its associated systems should be of proven design having worked in actual field conditions for more than two years.  b) To be able to operate 24 hours a day and 7 days a week, except during maintenance time. Minimum availability of the scanner system must be 95% of time in a year.
4.	System design & manufacturing	The system/sub-systems & equipment used in the manufacture of the X-ray scanner should as per the international standards.
5.	Rated Life	Scanner & its associated systems must have a rated life of at least 10 years.
6.	Reference documents	(a) AERB codes/ standards concerning protection against radiation.  (b) ANSI 42.46 – 2008 American National Standard for determination of imaging performance of X-ray & γ-ray systems for cargo & vehicle security scanning.  (c) Standards of American Society of Testing & Materials.  (d) Central Public Works Department (of India) Specifications.  (e) Indian Electricity Rules & Indian Electricity Acts.

Technical requirements		
		<p>(f) Specifications of Bureau of Indian Standards.</p> <p>(g) National Building Code &amp; Standards.</p> <p>(h) Specifications of Ministry of Road &amp; Highways.</p>
7.	Environment	Operating temperature (0° to +50 degree Centigrade), humidity (0 to 100%); environment of Delhi NCR and driving rain (50-100 mm per hour) with wind speed up to 140 kmph.
8.	Corrosion protection & topicalization	<p>a) Scanner system to be designed and manufactured to prevent corrosion by weather, airborne pollution, geographic operating environment, galvanic reaction.</p> <p>b) Components of the system to be fully tropicalized and suitable for trouble free operation in the environment specified above.</p>
9.	Exclusion Zone	To be able to fit into the available area as shown in the concept layout plan which includes the exclusion zone, operator's cabin, maintenance areas, scanning zone, connectivity etc. In no condition the radiation level outside the exclusion zone must exceed 1 µSv/hr (instantaneous).
10.	Boundary management	As a part of boundary management, complete area under Full Body X-Ray Truck Scanner (Gantry Based) System facility to be provided with barrier, fencing, gates, CCTVs, warning signs, lighting, etc.
11.	Radiation shielding	Scanner system to be self-shielded or with suitably designed shielding for protection from radiation by the scanner (including scattered & sky-shine) so that the radiation at the boundary of exclusion zone does not exceed the limit 1µSv/hr (instantaneous) as prescribed by AERB.
12.	Electricals & communication	<p>a) This covers supply, installation, testing and commissioning for electrical &amp; communication systems for the operation of the Full Body X-Ray Truck Scanner (Gantry Based) System &amp; its Facility.</p> <p>b) Electrical power supply to be drawn from a nearby available source,</p> <p>c) All the electrical works shall be carried out as per the provisions and requirements of Indian Electricity Rules, Indian</p>

Technical requirements		
		Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards.
13.	Power Supply	Scanner and its associated systems & equipment, to be able to operate from a power supply source at 415 volts, 3 phase, 50 Hz normally available in India.
14.	Own power source	<p>a) The facility to be operable by diesel generator connectivity provided by the Employer in case of power shutdown to cater to the scanner &amp; its operation, lighting, air-conditioning, ventilation and other electrical loads.</p> <p>b) The system must have built-in provisions for automatic changeover when commercial power fails or resumes.</p> <p>c) It must comply with Indian Standards &amp; environmental norms and shall have protection against surges in commercial supply power.</p>
15.	UPS	Must have an UPS to enable continuation of scanning operation for 30 minutes after failure of power.
16.	Climate Control	Operators' and image interpreters' cabins must have an automatic and reliable climate control system to maintain the temperature in between 18 to 26 degree, when out-door temperature is between 0 to 50 degree and this must not affect the functioning of other systems in terms of electric load.
17.	Operational requirements	<p>a) Operation of Full Body X-Ray Truck Scanner (Gantry Based) System will need establishment of Scanner operation station, Image inspection workstations and Check-in/check-out stations. The scanner system must transmit the scanned images by turn or to whichever inspection workstation is free.</p> <p>b) Ergonomics of the above stations must be to avoid fatigue, strain on vision and to ensure ease of performance by the operator/inspectors.</p> <p>c) System must have capability to operate on 24 hours a day and sufficient lighting &amp; other arrangements have to be provided for such operation.</p>
18.	Test instruments (per site of installation)	One set of test rigs / jigs and instruments for evaluating the performance of the Scanner & its associated systems to be

Technical requirements		
		provided. These must have their calibration certificates to be conforming to national/international standards.
19.	Software & software upgrade	<p>a) To be provided with software including updates in executable code that are installed in the system at all levels.</p> <p>b) To be able to customize some portion of software to meet specific operational requirements, if any, of the Employer.</p> <p>c) Must have guaranteed supply of software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (workstation).</p> <p>d) Any software upgrades developed by the Contractor during the warranty and the post warranty period must also be made available promptly, installed and operators trained with software upgrades.</p>
20.	Site works within Scanner Facility	<p>Total area within exclusion zone to be laid with adequately designed RCC pavement including the entry and exit road</p> <p>a) Scanner system to be installed under a shed with RCC column &amp; roof so as to provide protection to the scanner &amp; its associated systems from geographic environment prevailing at the site of installation.</p> <p>b) The area within boundary of the Scanner Facility to house a building (RCC Framed Structure) well equipped with lighting, air-conditioning, IT cabling, furniture, flooring, roof with false ceiling, cable treys, electrical cables etc. to house at least 4 operators and 1 supervisor. There should be sufficient space and arrangements for housing the server, storage, printer, work stations, UPS, cable treys etc. for operations.</p> <p>c) Facility to be fully furnished including electrical, communication, air-conditioning/ ventilation, security, surveillance, etc., to meet the operation and maintenance requirements of the Scanner System.</p> <p>d) Exclusion zone should be fenced from all sides and two gates for entry and exit of the trucks should be provided along with boom-barriers, height limiter, ANPR and CCTV.</p>

Technical requirements		
		<p>e) Access roads to the site of Scanner Facility to be provided to facilitate entry and exit of all type of vehicle like Truck/trailer/cargo vehicle/four-wheeler etc.</p> <p>f) Structure/ building to be designed for site specific strata and to meet the requirements of seismic design criteria as per the seismic zone in which each site falls. RCC work in the Facility should be of Minimum M30 grade.</p> <p>g. A dedicated room to be constructed well equipped with lighting, air-conditioning, IT cabling, furniture, flooring, roof, etc shall be provided for housing the spare parts, service engineers for maintenance and security staff / traffic marshals. Necessary space to be created for pantry with water storage and electrifications.</p> <p>j. Employer will provide approval of necessary MEP connectivity points for water, drainage, sewer, power, IT connectivity etc. at one point. Laying of further line will be under the scope of the Contractor.</p> <p>(Designs, drawings, documents, etc. must have the approval of the Employer prior to commencement of supply &amp; facility construction).</p>

4.4 All materials, components, equipment and system covered under this specification/Tender shall be designed, procured, manufactured, erected, commissioned and tested at all the stages, as per a comprehensive Quality Assurance Program, inspections and tests at works including shop inspection, performance tests and test at site for all equipment and systems shall be as per respective codes and standards and also as required by the specification.

4.5 In order to ensure the quality of the Full Body X-Ray Truck Scanner (Gantry Based) System and site preparation works, the following inspection & tests shall be conducted. The Scanner will be accepted only after their successful completion.

- a) Factory Acceptance Tests (FAT)
- b) Site Acceptance Tests (SAT)
- c) Facility Inspection & Acceptance (exclusive of Full Body X-Ray Truck Scanner-Gantry Based System)
- d) Tests and Trials

## FACTORY ACCEPTANCE TESTS (FAT)

4.6 The Contractor shall provide within one months of the notification of award, a FAT document detailing the manner in which the FAT will be conducted and how each of the parameters will be checked. The Contractor shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the FAT at his own cost. The travel, board and lodging of the Employer/Employer's representatives will be arranged by the Employer.

Factory Acceptance Tests		
1.	Submission of FAT document	Shall be made available to the Employer for review within one months of the notification of award.
2.	Contents of FAT document	<p>a) Details the inspection and tests to be conducted, including the procedures for conducting the same, and where these will be conducted.</p> <p>b) It should describe how each parameter of the Full Body X-Ray Truck Scanner (Gantry Based) System will be checked for conformity with the specified requirements.</p>
3.	Intimation for FAT	Contractor shall intimate to the Employer at least one month in advance of the dates set for conducting FAT.
4.	Equipment & jigs for FAT	Contractor shall provide all duly calibrated equipment, instruments & jigs, software & hardware modules, etc. and make all necessary arrangements for conducting the FAT. It is the responsibility of the Contractor to organise the agreed number of test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, narcotics, arms, explosives, etc.
5.	Access during FAT	Contractor or its subcontractor(s) shall provide all reasonable facilities and assistance, including access to relevant drawings, design details and production data, to the Employer's inspectors at no charge to the Employer.
6.	Documents during FAT	a) Documents in respect of all QA and QC, inspection reports of assemblies, sub-assemblies, components, type/ routine tests, etc. carried out during/ after manufacture shall be made available to the Employer's representatives to ensure that the system meets the Employer's requirements / complies with industrial standards for these classes of Systems.

<b>Factory Acceptance Tests</b>		
		b) All materials supplied or used in the manufacturing shall be accompanied by valid and approved materials certificates, tests and inspection reports.
7.	Conducting FAT	<p>FAT shall be conducted as per the agreed document as under 'content of FAT document' above by Third Party inspection agency (TPIA) appointed by Contractor at their own cost after approval by Employer. FAT shall include the system as a whole.</p> <p>The Employer/Employer's representative will, within 10 days from the date of submission of FAT document by Contractor (submitted by TPIA to Contractor), give notice in writing to the Contractor of any objection to any specification / parameter of the equipment and workmanship, which in his opinion is not in accordance with the contract. The Contractor 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 Employer/Employer's representative that no modifications are necessary to comply with the contract.</p>
8.	Re-inspection/re-test	The Contractor shall resubmit such goods to the TPIA for conducting the inspections and tests again. If the scanner or its sub-systems fail to conform to the required specifications and standards, the Employer's representative may reject them and the Contractor shall either replace the rejected goods or make alterations necessary to meet the specifications and standards, as required, free of cost to the Employer.
9.	Contractor's responsibility	Employers' 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 Employer's representative/TPIA during pre-dispatch inspection i.e. FAT mentioned above.
10.	Dispatch of Scanner	Contractor shall dispatch the Full Body X-Ray Truck Scanner (Gantry Based) System or its sub-system (in case partial FAT has been agreed upon) only after FAT has been carried out and the Full Body X-Ray Truck Scanner (Gantry Based) System is accepted by the Employer/Employer's representative.

### SITE ACCEPTANCE TESTS (SAT)

4.7 The Contractor shall submit within four months of the notification of award, SAT document detailing the manner in which the SAT will be conducted and how each of the parameters will be checked. After installing and commissioning the Full Body X-Ray Truck Scanner (Gantry Based) System, the Contractor shall intimate to the Employer the dates for SAT at least one month in advance. The Contractor shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the SAT at his own cost. However, the cost of travel, board and lodging of the Employer/Employer's representative will be borne by the Employer. The Contractor, in co-ordination with the Employer shall carry out SAT to verify that the equipment fulfils the specifications according to the Contract Document and the Tender Specifications.

Site Acceptance Tests		
1.	Submission of SAT document	Shall be made available to the Employer/Employer's representative for review within four months of the notification of award.
2.	Contents of SAT document	Plan for installation, inspection and tests to be carried out, including the procedures for conducting the same.  It should describe how each parameter will be checked for conformity with the specified requirements.
3.	Pre-requisite for SAT	All sites works and services should have been completed as per the requirements of specifications & standards and should have been inspected and accepted for installation of the Full Body X-Ray Truck Scanner (Gantry Based) System.
4.	Intimation for SAT	Contractor shall intimate to the Employer/ Employer's representative at least one month in advance of the dates set for conducting SAT.
4.	Equipment & jigs for SAT	Contractor shall provide all duly calibrated equipment, instruments & jigs, software & hardware modules, etc. and make all necessary arrangements for conducting the SAT. However, it will be the responsibility of the Contractor to organize necessary test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, narcotics, arms, explosives, etc.
5.	Reference articles	Contractor in consultation with Employer shall provide at least ten (10) reference/test articles for inspection and record their images, which will be used during on-site trials.

<b>Site Acceptance Tests</b>		
6.	Installation test	It shall secure that the installation has been properly and as per agreed plan. It shall also ensure availability of software, hardware and other modules. All shortfalls in the installation should be fixed before conducting the functionality test. Employer will have right to demand a new Installation test, if found unsatisfactory. The result of this test should be documented.
7.	Functionality test	It shall be an integrated test to confirm that the system, as whole including OCR & safety interlocks, is working properly and according to specification after delivery and installation the site.  Functionality test may, if desired by the Employer, include the same elements as in FAT, or other elements mutually agreed upon. Contractor shall conduct imaging with at least ten (10) test articles and actual cargo to be coordinated with and approved by the Employer. If the test is set aside, the Contractor will be permitted to repeat the test three times after modifications.
8.	Employer interfaces test	This is to review the Employer interface for the system together with representatives (Operators & image interpreters) of the Employer. It will require making checklists and evaluate every screen shot and dialog box. The test is to verify the user friendliness of control and imaging software. Observations should be logged and if required adjustments should be made and noted. This will also test the connectivity of the Contractor's system to the Employer's EDI system and transport of the images to the Employer's network for review and interpretation at off-site locations. The result of this test should be documented.
9.	Documentation check test	Contractor will be responsible for planning and working out the test. The documentation check test should include test plans and test cases for the system documentation that is relevant for the daily use. This test shall confirm that the documentation contains information relevant for implementing the system. The result of this test should be documented.
<b>Facility Inspection &amp; Acceptance</b>		
10.		The Facility acceptance shall be carried out after successful completion of all tests in respect of Scanner and shall include:

<b>Site Acceptance Tests</b>		
		<ul style="list-style-type: none"> <li>- Physical inspection of the Facility for quality &amp; completeness of all works.</li> <li>- Review of quality assurance &amp; inspection reports generated during construction.</li> <li>- Functioning of PH systems, storm water drainage, service water supply, etc.</li> <li>- Functioning of fire detection, mitigation and fighting systems.</li> <li>- Functioning of electrical systems and fittings &amp; fixtures, air-conditioning &amp; ventilation equipment, etc.</li> <li>- Functioning of communication network, surveillance system, etc.</li> <li>- Demonstration of automatic switch-over to DG power from commercial power and vice-versa.</li> <li>- Integration of DG &amp; UPS operations, and its capabilities, etc.</li> <li>- Review of all `As-built` drawings/Documents.</li> </ul>
<b>Tests &amp; Trails</b>		
11.		<ul style="list-style-type: none"> <li>- After successful completion of all tests and inspections, Full Body X-Ray Truck Scanner (Gantry Based) System shall be at the Employer's disposal for a trial period of one month (30 days).</li> <li>- During this period the Employer/Employer's representative will operate the system with assistance from technician of the Contractor. If the Full Body X-Ray Truck Scanner (Gantry Based) System works in accordance with the agreed specifications and without faults or malfunctions during this trial period of one month, it will be commissioned.</li> <li>- If any fault or malfunctions are to be noted the same shall be rectified and a further trial period of one month (30 days) shall be added to permit an additional attempt to meet contract specifications.</li> <li>- For this extension of one month, the warranty period would be extended by two months.</li> <li>- Only one extension of one month shall be granted. If the functioning of the system is not faultless in this extended period, no further extension shall be granted, and the contract shall be</li> </ul>

Site Acceptance Tests		
		<p>liable for cancellation. The decision of the Employer in this regard shall be final and binding on the Bidder.</p> <p>- Employer shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.</p>

#### FINAL ACCEPTANCE/ COMPLETION OF WORK

4.8 On satisfactory completion of trials, Completion of Work shall be effected by the Employer as follows:

- (a) Full Body X-Ray Truck Scanner (Gantry Based) System will be handed over to the Employer by the Contractor after commissioning with all the specified certificates, free of recommendations and remarks, at the location of installation.
- (b) Employer (IICCL) will take delivery of the Full Body X-Ray Truck Scanner (Gantry Based) System and sign the Delivery & Acceptance Certificate.
- (c) Acceptance of the Full Body X-Ray Truck Scanner (Gantry Based) System by the Employer shall be subject to receipt by the Employer of the following documents (soft & hard copies) and items from the Contractor:
  - (i) Record of inspection, tests & trials of the Full Body X-Ray Truck Scanner (Gantry Based) System including test reports, review documents submitted/ accepted during FAT and SAT;
  - (ii) Record of inventory of the equipment of the Full Body X-Ray Truck Scanner (Gantry Based) System. This includes, besides the delivery of Full Body X-Ray Truck Scanner (Gantry Based) System and its associated systems required for operation, all the accessories and tools, fixtures, test equipment, etc. required for maintenance or calibration purposes. The inventory shall also include all computer based systems such as servers, workstations, printers, terminals, communication systems & components, operating and application software and other hardware & software mentioned in FAT and SAT;
  - (iii) Scanning system manuals, operation & maintenance manuals and operating manuals for other equipment, drawings and plans pertaining to the Full Body X-Ray Truck Scanner (Gantry Based) System as stipulated in the specifications;
  - (iv) Copy all applications / correspondence made with AERB or any other statutory authority and their approvals / correspondences including stipulations for operations within the site of installation and in public;
  - (v) Declaration of Warranty of the Contractor that the Full Body X-Ray Truck Scanner (Gantry Based) System is/ are delivered to the Employer free and clear of any liens, charges, claims, mortgages, or other encumbrances upon the Employer's title thereto,

and in particular, that the Systems is/ are absolutely free of all burdens in the nature of imposts, taxes or charges imposed by the prefecture or country of the port of delivery, as well as of all liabilities of the Contractor to its sub-contractor, employees and of all liabilities including those of third parties arising from the operation of Systems, in trials, or otherwise, prior to delivery. The Contractor further covenants to save the Employer harmless from any and all claims, suits, actions or other legal proceedings that might arise from any one or all of the aforementioned causes that might be brought against the Employer.

(vi) Operation and Maintenance Manual

#### **PERIODIC QUALITY ASSURANCE CHECKS/TESTS & SURVEILLANCE**

- 4.9 Once the Scanner System is put under regular operation, it shall undergo periodic quality assurance checks/tests to ensure that the system/ sub-systems, safety features & interlocks, surveillance instruments, etc., are working as per the requisite specifications and design intent. Regular surveys of radiation field/ dose rates shall have to be made to ascertain that these are not exceeding the limits prescribed by AERB.
- 4.10 The periodicity of such checks/ tests/ surveillance will be decided based on the system/sub-system/ instrument involved or as prescribed by the Regulator. (Bidder, if so desire, may propose the item-wise periodicity of quality assurance checks/tests and surveillance in his bid).

## **Section 05 – PRICE BID**

## 5.1 Letter comprising the Price Bid

(Refer Clause 1.2.1)

**(To be submitted Online along with the Price Bid)**

To,  
MD & CEO  
IICC Limited,  
8th Floor, Tower-1, LIC,  
Jeevan Bharti Building, Connaught Place,  
New Delhi - 110001  
India

Dear Sir,

**Subject: Works of “Supply, Installation including Civil, MEP, ICT works, Testing and Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC, Sector 25, Dwarka, New Delhi, on TURNKEY Basis”**

We, the undersigned, offer to provide the services for “**Supply, Installation including Civil, MEP, ICT works, Testing and Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC, Sector 25, Dwarka, New Delhi,**” on **TURNKEY Basis**” in accordance with your proposal dated [date] and our Proposal.

I/ We hereby submit our BID and offer a BID Price (excluding GST) for Rs. ....  
(Rs..... in words) for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement inclusive of all other taxes, duties and permits fees, transportation fees, insurances, warranty, labour cess etc.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from arithmetic correction, if any, up to expiration of the validity period of the Proposal, i.e. [date].

I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 5.2 Price Bid: Price Schedule

(To be submitted Online along with the Price Bid)

**Important Notice:**

1. The bidders should submit their Price Schedule as specified in this format for SITC & CAM.
2. The bidder must quote for Full Body X-Ray Truck Scanner (Gantry Based) Systems required for SITC & CAM.
3. The bidder should quote for SITC & CAM of Full Body X-Ray Truck Scanner (Gantry Based) including all works as detailed in the documents.
4. The Price is inclusive of all cost components of Part A and Part B of the Price Schedule and inclusive of Goods and Services Tax (GST) and all other taxes, duties and permits fees, transportation fees, insurances, warranty, labour cess etc. and as mentioned in the Tender documents.
5. The Lowest Bidder shall be decided on the basis of the total quoted cost (excluding GST) against Part A & Part B as per amount against S. No. 7 in the table below: .

S.no.	Detail of Cost	HSN/ SSC Code	Price in Figures	Price in Words
1.*	TOTAL COST PART A (SITC Cost including warranty period of 2 years post SITC)			
2.	GST as applicable in (%) on (A) (S.no. 1)			
3.	TOTAL PART A (Inclusive of GST) (S.no. 1 + S.no. 2)			
4.	TOTAL PART B (CAM)			
5.	GST as applicable in (%) on (B) (S.no. 4)			
6.	TOTAL B (Inclusive GST) (S.no. 4 + S.no. 5)			
7.	* GRAND TOTAL (S.no. 1+4) Exclusive of GST			
8.	GRAND TOTAL (S.no. 3+ S.no. 6) Inclusive of GST			

**PART - A - PRICE SCHEDULE (SITC Cost including warranty period of 2 years post SITC)**

S.no.	Detail of Cost	Price in figures (Excluding GST)
1	Cost of Full Body X-Ray Truck Scanner (Gantry Based) (including insurance and freight, delivery at site, Supply, Installation, Testing and Commissioning, 2 yrs warranty, all taxes, duties etc.) in INR	
2	Cost of scanner facility, Road connectivity, Control room, External development, all site preparation works & site services, Civil, protection wall, Architectural, MEP, ICT, External development, Final finishes, Furnishings, Furniture, cost of all statutory approvals etc. all complete (including all taxes, duties etc.) as detailed in the document for Full Body X-Ray Truck Scanner (Gantry Based), in INR	
3	<b>TOTAL PART A</b>	

**Part - B - PRICE SCHEDULE (CAM cost for 8 years post warranty period of 2 years after SITC)**

S.no.	Year of CAM	Yearly discounting factor	Price of CAM (Excluding GST)
1	1 <sup>st</sup>	1.21	
2	2 <sup>nd</sup>	1.33	
3	3 <sup>rd</sup>	1.46	
4	4 <sup>th</sup>	1.61	
5	5 <sup>th</sup>	1.77	
6	6 <sup>th</sup>	1.95	
7	7 <sup>th</sup>	2.14	
8	8 <sup>th</sup>	2.36	
	<b>TOTAL PART-B</b>		

## Section 06: Form of Agreement

## Section 06 – Form of Agreement

(To be executed on requisite value of stamp Papers)

### AGREEMENT

THIS AGREEMENT is entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2023

### BETWEEN

**The India International Convention and Exhibition Centre Limited (IICCL)**, represented by its Managing Director and Chief Executive Officer, New Delhi, incorporated under Indian Companies Act and having registered office at (8th floor, Tower 1, Jeevan Bharti Building, Connaught Place, New Delhi -110001 (hereinafter referred to as the **"Employer"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

### AND

M/s. \_\_\_\_\_ means the selected bidder incorporated under Indian Companies Act, \_\_\_\_\_ having its registered office at \_\_\_\_\_, (hereinafter referred to as the **"Contractor"** which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part.

### WHEREAS:

- (A) The Employer has decided to undertake works for "Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka, New Delhi" on TURNKEY Basis in accordance with the terms and conditions to be set forth in this agreement.
- (B) The Employer had accordingly invited proposals by its Request for Qualification cum Proposal No. (the **"Request for Qualification cum Proposal "or "RFQ&P"**) for execution of the **"Project" on Turnkey basis.**
- (C) After evaluation of the bids received, the Employer had accepted the bid of the selected bidder and issued its Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ (Hereinafter called the "LOA") to the selected bidder for "Works of Supply, Installation including Civil, MEP, ICT works, Testing and Commissioning and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka, New Delhi" on TURNKEY Basis" at the Contract Price specified hereinafter, requiring the selected bidder to inter alia:

- (i) Execute this Agreement within 21 (Twenty-One Days) days of the date of issue of LOA.
  
- (D) In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
  
- (E) The following documents shall be deemed to form and be read and construed as part of this Agreement:
  - a. Letter of Acceptance of Tender (LOA)
  - b. Instructions to the Tenderers
  - c. Conditions of Contract
  - d. Specifications and allied Technical Details
  - e. Appendix to Tender and other Tender form
  - f. Price Schedule
  - g. Corrigendum & replies to pre-bid queries.
  - h. RFQ cum RFP documents
  
- (F) In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
  
- (G) The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Contractor in the presence of:

Witness:

- 1.
- 2.

(Name, Designation and address of the authorised signatory)

Signed for and on behalf of the Employer in the presence of:

Witness:

- 1.
- 2.

Name and address of the witnesses to be indicated.

## Section 07 – Other Tender Forms

## FORM 1 – TENDER FORM

Please read the following **INSTRUCTIONS** carefully before filling up the form (To be duly filled, signed and submitted with Technical Bid)

1. Bidder must obtain and/or download and carefully examine the above Notice Inviting Tender and the Tender document, including amendments, if any, and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments. This tender form duly filled and signed must be submitted along with the Technical Bid.
2. The copy of the Tender Document and amendments retained in the records of the Employer shall be deemed authentic in case of any dispute at any stage.
3. The following tenders shall be ignored and considered as non-responsive:
  - a) Tenders submitted by those who do not meet the eligibility and qualification criteria;
  - b) Tenders sent by fax/telex/cable/email/ hand delivery;
  - c) Tenders that do not meet the basic requirements;
  - d) Tenders which have minor infirmities/irregularities and the Bidder does not respond to clarifications sought by the Employer within the time specified by him;
  - e) Tenders where, in the opinion of the Employer, there is an arithmetical inaccuracy in the price bid and the Bidder does not agree with the Employer;
  - f) Incomplete tenders and not accompanied by duly filled and signed Tender Form;
  - g) Tenders received without the BID Security and Tender processing fee.
  - h) Tenders received without the documents as per Clause 1.20 I & II
4. Any tender may be rejected, if:
  - a) The bid price is directly or indirectly indicated in the technical bid;
  - b) Bidder fails to provide required information or provide incorrect information or gives evasive reply to the Employer 's queries or modify the tender or resile or fail to comply with the instructions in the Tender Document;
  - c) The prices are not quoted in the manner indicated in the Tender Document;
  - d) If serious unbalanced price bids are noted;
  - e) Tender validity is for less than 180 days from the date of opening of tenders as indicated in the Tender Document;
  - f) On verification, the data/credentials furnished by the Bidder are found to be incorrect or any adverse report on requisite financial condition has come to the knowledge of the Employer ;

- g) Bidder attempts to influence the Employer 's decision during scrutiny, comparison and evaluation of tenders and award of contract;
  - h) Bidder is disqualified on the grounds of national security or public interest.
5. Employer is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
  6. Employer 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 Bidder.
  7. Until a contract is signed, this tender form submitted by the Bidder read with its acceptance by the Employer constitutes a binding contract between them.

Having carefully gone through the above instructions, the Tender Notice and the Tender Document, we, M/s \_\_\_\_\_, the Bidder, agree to all the terms and conditions mentioned in therein and hereby, make the following offer to supply goods and perform services as per the listed requirements, delivery schedule and in conformity with all other conditions in the tender document and amendments thereto. We shall arrange for demonstration, as required, of Full Body X-Ray Truck Scanner (Gantry Based) at the place of its field installation as per the convenience of the Employer.

We declare that:

(a) We have examined and have no reservations to the tender, including any addenda/ amendments/ corrigenda issued by the Employer (IICC);

(b) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Tender Document, in respect of any tender or request for proposals issued by or any agreement entered into with the Employer (IICC) or any other public sector enterprise or any government, Central or State; and

(c) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

#### **BIDDER**

1. Name of the Bidder: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. E-mail: \_\_\_\_\_
4. Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_
5. Income Tax Permanent Account Number (PAN): \_\_\_\_\_
6. Name and designation of the person signing and submitting the bid on behalf of the Bidder

- 
7. Has the person at (6) above been authorised by a Resolution of the Board of Directors of the Bidder Company to sign and submit this tender? (Yes/No)
8. Has a copy of the Resolution of the Board of Directors been enclosed? (Yes/No)
9. Name and complete address of the Bidder's bankers:
- a)
- b)

#### ELIGIBILITY AND QUALIFICATION

10. Do your Business dealings currently stand suspended/ banned by any Ministry/ Department of Govt. of India or any State Government? (Yes/No)
11. Are you applying as:
- a) Original equipment manufacturer (OEM) of the Scanners with an Indian subsidiary (duly incorporated in India as per Companies act); or
- b) Indian subsidiary or Consortium entity and authorised by OEM; or
12. If you are applying as (b) in S. No. 11 above, have you enclosed 'Consortium Agreement' or Long-term agreement' with the OEM and Manufacturer's Authorisation Form? Yes/No
13. Turnover of the Bidder during the past three years (in Rs. )
- 2020-21 \_\_\_\_\_
- 2021-22 \_\_\_\_\_
- 2022-23 \_\_\_\_\_

*(Please enclose certified audited published annual accounts and reports. )*

14. Net Worth of the Bidder in Rs. \_\_\_\_\_
15. How many Full Body X-Ray Truck/Container Scanner (Gantry Based) have been supplied and installed abroad by you or the OEM during the past seven years? (Please enclose Employer order copies & other documentary proof in Form 16).
16. How many Full Body X-Ray Truck/ Container Scanner (Gantry Based) have been installed by you or the OEM which are under actual field operation during the past two years? (Please enclose purchase order copies & other documentary proof).
17. To the best of your knowledge, has any other tender been submitted against this Notice Inviting Tender (NIT), for Full Body X-Ray Truck/ Container Scanner (Gantry Based) from the same OEM? Yes/No

18. How many similar electronic, imaging & security systems have been / are being maintained by your proposed 'Maintenance contractor' in India (Please enclose Employer order copies & other documentary proof).

**ORIGINAL EQUIPMENT MANUFACTURER (If you are yourself the OEM, please skip this section)**

19. Name of the OEM \_\_\_\_\_

20. Address of the OEM \_\_\_\_\_

21. Phone \_\_\_\_\_

22. Fax \_\_\_\_\_

23. Email \_\_\_\_\_

**MANUFACTURING COMPANY (WHETHER BIDDER IS THE OEM OR NOT)**

24. Does the company manufacturing Full Body X-Ray Truck Scanner (Gantry Based) have relevant ISO certification? (Please enclose copy)

25. Does the company manufacturing Full Body X-Ray Truck Scanner (Gantry Based) have systems have relevant ISO certification to service & maintain these scanner systems? (Please enclose copy)

**The OFFER**

26. The tender is valid up to 180 days

27. Make and Model of the Full Body X-Ray Truck Scanner (Gantry Based) being offered \_\_\_\_\_.

**WARRANTY AND POST WARRANTY MAINTENANCE**

28. Do you have set up owned by you in India to provide the maintenance during warranty period and Post-warranty period under CAM? (Yes/No)

29. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents.

30. If answer to question at 29 above is no, do you have service level agreement with any other manufacturer or entity having previous experience in maintaining scanner systems, to act as Maintenance Contractor to provide maintenance services during warranty and post-warranty period? (Yes/No)

31. If yes, please provide details (in not less than 100 words) and enclose a copy of the agreement, including previous experience and manpower details of the manufacture/entity in maintenance of similar scanner systems/ electronic & imaging systems.

## DOCUMENTS TO BE ENCLOSED

- 32.a) Have you paid the tender fee of Rs. 50,000/- plus GST @18% ? (Yes/No)
- b) Have you submitted the BID Security? (Yes/No)
33. Have you enclosed the following documents? (Yes/No)
- a) Scanned copy of the Tender processing fee and BID Security;(Yes/No)
- b) Documentary evidence to show your eligibility, qualification and capability to provide the goods and services required as per this Tender Document including the establishment to carry out site works & services, installation& commissioning, maintenance and product support; (Yes/No)
- c) Documents and relevant details to establish that the model offered conform to the requirement of the tender documents ;(Yes/No)
- d) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;(Yes/No)
- e) Power of Attorney/Authorization letter by the Manufacturer to Indian company/ firm/representative to represent the Manufacturer in India; (Yes/No)
- f) Copies of documents defining constitution and legal status of the Bidder;(Yes/No)
- g) Documents containing detailed agreement with the OEM, clearly bringing-out role, responsibilities & scope of work/services (in the event of a collaborator bidding or long-term agreement); (Yes/No)
- h) Documents containing the arrangement between the Bidder and the Maintenance contractor, along with the details of previous association with OEM, experience & resource the Maintenance contractor possess; (Yes/No)
- i) Copies of fax messages and letters, if any, sent to and received from the Employer during the Tender Period; (Yes/No/ There are none)
- j) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale; (Yes/No)
- k) Last three years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
- l) Documents indicating the past supplies of the proposed scanner system by you or your OEM; (Yes/No)
- m) Documents indicating maintenance of experience in the past in India; (Yes/No)
- n) Any other documents/ technical literature that you consider necessary to strengthen your bid; (Yes/ No/ None required).

o) An undertaking to the effect that OEM and Bidder has not been a defaulter in any previous tender or supply in any part of the world and has not been blacklisted in any country; (Yes/No).

p) Scanned copy of integrity pact signed with the Employer (Yes/No).

Signature of Authorized Signatory \_\_\_\_\_

Company seal

(Name and Designation)

## FORM 2 – CONSORTIUM AGREEMENT

### Form 2 (A1): REQUIREMENTS OF CONSORTIUM

In case of a Consortium, number of members in a Consortium shall not exceed 3 (Three) entities including lead partner.

- a. The Technical Capacity and Financial Capacity of both the Members of Consortium would be considered for satisfying the above conditions of eligibility.

**Lead member and the other members of the Consortium shall meet the requirement in Clause 1.8.** Lead member and the other members of the CONSORTIUM shall meet minimum 60% and 30% of the requirement respectively as per Clause 1.8. For avoidance of doubt, it is further clarified that the Consortium must collectively and individually satisfy the above qualification criteria. Consortium as a whole shall cumulatively/ collectively fulfil the 100% requirement.

- b. In case of Technical capacity, requirement of Clause 1.9 should be satisfied collectively by both the Consortium members. Work experience of only substantial partner (partner with share of 26% or more in the JV/ Consortium) shall be considered for evaluating of Consortium and also in case of single bidder submitting a work experience for work done previously in a joint venture/Consortium. If the qualifying work(s) were done by them in JV/Consortium having different constituents or percentage participation, then the value of work as per their percentage participation in such JV/Consortium shall be considered.
- c. Where a work is undertaken by a group, only that portion of the contract which is undertaken by the concerned applicant/member should be indicated and the remaining done by the other members of the group be excluded. This is to be substantiated with documentary evidence.
- d. Change in the composition of a Consortium will not be permitted by the “IICCL” during the Bid Stage.
- e. Additionally, the following requirements need to be fulfilled for Consortiums:
  - Bid should contain the information required for each Member of the Consortium;
  - Members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at FORM 2 (A2), for the purpose of making the Bid and submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, *inter alia*:
    - (i) convey the commitment(s) of the Lead Member in accordance with this RFP document, in case the contract to undertake the Project is awarded to the Consortium;
    - (ii) clearly outline the proposed roles and responsibilities, if any, of each member;

- (iii) commit the approximate share of work to be undertaken by each member;
- f. Members of the Consortium shall nominate one member as the lead member (the “Lead Member”). The nomination(s) shall be supported by a Power of Attorney, as per the format at Form 15, signed by both the Lead member and the other Members of the Consortium.
  - I) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and technical obligations;
  - II) an individual Bidder cannot at the same time be member of a Consortium submitting for bid. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium submitting for bid;

## FORM 2 (A2) – CONDITIONS OF CONTRACT FOR CONSORTIUM BID

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of 20...

### AMONGST

{..... , a company } and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

{..... , a company } and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

### AND

{..... , a company } and having its registered office at (hereinafter referred to as the “Third Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND, THIRD} PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

### WHEREAS,

- a) [....., incorporated under the ... .. Act .. . , represented by its and having its principal offices at .....] (hereinafter referred to as the “IICCL” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications”) by its RFP document dated \_\_\_\_ for award of Contract for “Supply, Installation including Civil, MEP, ICT works and Testing and Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka”
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

### 1. Definitions and Interpretations

- 1.1 In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

## **2. Consortium**

2.1 The Parties do hereby irrevocably constitute a Consortium (the “Consortium”) for the purposes of jointly participating in the Bid Process for the Project.

2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

## **3. Covenants**

3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into the Contract Agreement with the “IICCL” for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

## **4. Role of the Parties**

4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bid Process and until the Commencement Date under the Contract Agreement;

b) Party of the Second Part shall be {the Member of the Consortium; and}

{(c) Party of the Third Part shall be the Member of the Consortium.}

## **5. Joint and Several Liability**

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Contract Agreement, till such time as the completion in accordance with the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the “IICCL/SPV” shall be entitled to rely upon any such action, decision or communication of the Lead Member. The “IICCL/SPV” shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

## **6. Share of work in the Project**

6.1 The Parties agree that the proportion of Operation & Maintenance in the Contract Agreement to be allocated among the members shall be as follows:

I. First Party:

II. Second Party:

III. Third Party:

6.2 Further, the Lead Member shall itself undertake and perform at least **51 (Fifty One)** per cent scope of the proposed project if the Contract is allocated to the Consortium.

## 7. Representation of the Parties

7.1 Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - I. require any consent or approval not already obtained;
  - II. violate any Applicable Law presently in effect and having applicability to it;
  - III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - IV. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium, the Agreement will stand terminated in case the Bidder is not selected for award of the Services by the "SPV".



## FORM 3 – MANUFACTURER’S AUTHORISATION FORM

MD & CEO  
8th Floor, Tower-1, LIC,  
Jeevan Bharti Building, Connaught Place,  
New Delhi - 110001

Dear Sir,

Ref: Your Tender No. ...., dated .....

We ....., who are proven and reputed manufacturers of Full Body X-Ray Truck Scanner (Gantry Based) System having factories at ....., hereby authorise M/s..... (name and address) 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 document for the Full Body X-Ray Truck Scanner (Gantry Based) have System manufactured by us.

We further confirm that no Supplier/ Contractor or firm or individual other than M/s ..... (name and address) 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 offered make & model of Full Body X-Ray Truck Scanner (Gantry Based) System manufactured by us.

We also hereby extend our full warranty, as contained in the Tender Document, for the Full Body X-Ray Truck Scanner (Gantry Based) System & associated equipment/systems and Services offered for supply by the above firm against this tender.

Yours faithfully,

.....

.....

[signature with date, name and designation]

Note: This letter of authorization 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 4 – Bank Guarantee for BID Security

B.G. No. Dated:

1. In consideration of you, \*\*\* \*\*, having its office at \*\*\* \*\*, (hereinafter referred to as the “Employer”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of ..... and having its registered office at ..... (and acting on behalf of its consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the \*\*\* \*\* Project on [Turnkey ] basis (hereinafter referred to as “the Project”) pursuant to the RFQ cum RFP Document dated ..... issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of the RFQ cum RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFQ cum RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Employer an amount of Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\* (Rupees \*\*\* \*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID validity period exclusive of a claim period of 45 (forty-five) days or for such extended period as may be mutually agreed between the

Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable

against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.
12. 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 and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* Lakhs (Rupees \*\*\* \*\* Lakhs only). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* (indicate date falling 180 days after the BID Due Date)].

Signed and Delivered by ..... Bank

By the hand of Mr./Ms ....., its ..... and authorized official.

(Signature of the Authorised Signatory)

(Official-Seal)

## FORM 5 – Format for Performance Security

(To be stamped in accordance with Stamp Act)

Ref.:

Bank Guarantee:

Date:

Dear Sir,

In consideration of India International Convention and Exhibition Centre Limited (hereinafter referred as the 'Employer', which expression shall, unless repugnant to the context of meaning thereof include its successors, administrators and assigns) having awarded to M/s [name of Contractor ] a [type of company], established under laws of [country] and having its registered office at [address] (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), an Assignment for preparation of [name of assignment] Contract by issue of Employer's Contract Letter of Award No. [reference] dated [date] and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs. [amount in figures and words] for (Scope of Work) (hereinafter called the 'Contract') and the Contractor having agreed to furnish a Bank Guarantee amounting to Rs. [amount in figures and words] to the Employer for performance of the said Agreement.

We [Name of Bank] incorporated under [law and country] having its Head Office at [address] (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators' executors and assigns) do hereby guarantee and undertake to pay the Employer immediately on demand an or, all monies payable by the Contractor to the extent of Rs. [amount in figure and words] as aforesaid at any time up to [date] without any demur, reservation, contest, recourse or protest and/ or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable until the Employer discharges this guarantee.

The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the Contract by the Contractor nor shall the responsibility of the bank be affected by any variations in the terms and conditions of the contract or other documents. The Employer shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor any other course or remedy or security available to the Employer. The Bank shall not be relieved of its obligations under these presents by any exercise by the Employer of its liberty with reference to

the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall be irrevocable and shall remain in full force and effect until discharge by the Bank of all its obligations hereunder.

This Guarantee shall not be affected by any change in the constitution or winding up of the Contractor /the Bank or any absorption, merger or amalgamation of the Contractor /the bank with any other Person.

Notwithstanding anything contained herein above our liability under this guarantee is limited to Rs. [amount in figure and words] and it shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by M/s [name of Contractor] on whose behalf this guarantee has been given. Date this [date in words] day [month] of [year in 'yyyy' format] at [place].

WITNESS

1. [signature, name and address]
2. [signature, name and address]

[Official Address]

Designation

[With Bank Stamp]

Attorney as Per Power of Attorney No.

Dated

Strike out, whichever is not applicable.

The stamp papers of appropriate value shall be purchased in the name of bank which issues the 'Bank Guarantee'. The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Employer.

## FORM 6 – Form for Guarantee for Advance Payment

..... EMPLOYER,

New Delhi

WHEREAS:

- (A) [name and address of contractor] (hereinafter called "the Contractor") has executed an agreement (hereinafter called the "Agreement") with the [name and address of the EMPLOYER], (hereinafter called "the EMPLOYER") for the "Supply, Installation including Civil, MEP, ICT works and Testing and Commissioning & Comprehensive Annual Maintenance (CAM) of Full Body Truck Scanner at IICC Dwarka, New Delhi on Turnkey Basis", subject to and in accordance with the provisions of the Agreement.
- (B) in accordance with the Clause 1.73 of the Agreement, the EMPLOYER shall make to the Contractor an interest bearing advance payment (hereinafter called "Advance Payment") equal to 10% (Ten per cent) of the Contract Price for mobilization expenses and acquisition of equipment; and that the Advance Payment shall be made in one instalment subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equal to the 110% amount of each instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement; and the amount of the Advance Payment is Rs. \*\*\*\* cr. (Rupees \*\*\*\*\* crore) (the "Guarantee Amount").
- (C) We, ..... through our branch at..... (the "Bank") have agreed to furnish this bank guarantee (hereinafter called the "Guarantee") for the Guarantee Amount. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the EMPLOYER, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the guarantee amount as the EMPLOYER shall claim, without the EMPLOYER being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
  2. A letter from the EMPLOYER, under the hand of an officer not below the rank of [.....of EMPLOYER], that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the EMPLOYER shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in

default shall be final, and binding on the Bank, notwithstanding any difference between the EMPLOYER and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the EMPLOYER shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the EMPLOYER to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The EMPLOYER shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the EMPLOYER against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the EMPLOYER, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the EMPLOYER of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the EMPLOYER or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the EMPLOYER in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the EMPLOYER on the Bank under this Guarantee all rights of the EMPLOYER under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The guarantee shall cease to be in force and effect 90 (ninety) days after the end of the one year from the date of payment of the instalment of the Advance Payment.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the EMPLOYER in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the EMPLOYER that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the end \*\*\*\* month in the year \*\*\*\*\* or until it is released earlier by the EMPLOYER pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ..... 20 ..... at .....

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)  
(Name)  
(Designation)  
(Code Number)  
(Address)

NOTES:

- i. The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- ii. The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

## FORM 7 – MODEL CERTIFICATE OF INSTALLATION

F. No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Reference Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

2. It is certified that:

a) M/s \_\_\_\_\_ have completed installation of Full Body X-Ray Truck Scanner (Gantry Based) on \_\_\_\_\_ [date(s)] and Site Acceptance Test (SAT) and other inspection & tests, as stipulated in the contract on \_\_\_\_\_ [date(s)] to the satisfaction of the Employer and user the Designated Site (Name of the Site).

b) Records of SAT and other inspection & tests are annexed to this Certificate.

c) Sample test jigs, Software in electronic media, Instruction Manual & Technical Manual, Soft & hard copies of Documentation, 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 Employer

Witness:

Witness:

Signature

Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Date:

Date:

## FORM 7 A – MODEL CERTIFICATE OF INSTALLATION

F. No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Reference Contract No. date \_\_\_\_\_

2. It is certified that:

a) Full Body X-Ray Truck Scanner (Gantry Based) 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 Employer.

b) The consignment is accompanied by all Accessories, Instruction Manuals & Technical Manuals for satisfactory installation of the Full Body X-Ray Truck Scanner (Gantry Based). The list of the same is annexed herewith.

For Contractor

For Employer

Witness:

Witness:

Signature

Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Date:

Date:

## FORM 8 – MODEL CERTIFICATE OF DELIVERY AND ACCEPTANCE

F. No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Reference Contract No. date \_\_\_\_\_

2. It is certified that:

a) M/s \_\_\_\_\_ have completed the delivery of the Full Body X-Ray Truck Scanner (Gantry Based) 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 Employer, has been completed on \_\_\_\_\_ (date).

c) The aforementioned Full Body X-Ray Truck Scanner (Gantry Based) worked satisfactorily during the trial period of 30 days starting w.e.f. \_\_\_\_\_ (date) to \_\_\_\_\_ (date)

For Contractor

For Employer

Witness:

Witness:

Signature

Signature

Name:

Name:

Designation:

Designation:

Address:

Address:

Date:

Date:

## FORM 9 – CLAIM OF PAYMENT BY THE CONTRACTOR

Sir/ Madam,

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

S.no.	Stage	Amount in INR	Payment	Billing Documents enclosed

2. We certify that:

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

Yours sincerely,

## FORM 10 – DECLARATION

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

Date.....

CEO & MANAGING DIRECTOR  
8th Floor, Tower-1, LIC,  
Jeevan Bharti Building, Connaught Place,  
New Delhi - 110001

Sir

Ref.: Tender Enquiry Document No.....Dated.....

We ..... hereby confirm and declare that we have not engaged and shall not engage any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way recommend to the Government of India or any of its functionaries, whether officially or unofficially for the award of contract to us, nor any amount has been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation.

(Signature, name and address of the Contractor's executive duly authorised to sign)

## FORM 11 – INFORMATION IN RESPECT OF PREVIOUS SUPPLIES BY BIDDER

### Part-I: Summary

Year/Month	No of Full Body X-Ray Truck Scanner (Gantry Based) Systems commissioned	Clients/ Employer

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

1.0	Brief specification of Full Body X-Ray Truck Scanner (Gantry Based) System supplied with make & model number.	
2.0	Location where installation done	
	a) Country	
	b) Town(s)	
3.0	Address of the client/Employer	
	a) Physical Address	
	b) Telephone(s)	
	c) Fax No. & E-mail ID	
4.0	Client/Employer’s key contact person(s)	
	a) Name(s)	
	b) Designation	
	c) Telephone & E-mail ID	
5.0	Project schedule	
	a) Commencement date	
	b) Completion date	
	c) Reasons for delay, if any	
6.0	Project Cost	
7.0	Number of Technical Staff deployed by the company/ firm for the project.	

8.0	Third party firm(s) involved with project	
	a) Name(s)	
	b) Roles and responsibility of the firm	
	c) Physical Address	
	d) Physical Address; Telephone, Fax No. & E-mail ID	
9.0	Scope of supply/service (equipment, building, maintenance- comprehensive or otherwise, software upgrades, long-term warranty, etc.)	
10.0	Performance certificate from the agency whom the supply has been made.	
11.0	State any challenges or problems experienced by yourselves during project implementation or do you have any suggestion to make.	

## FORM 12 – Integrity Pact

### BETWEEN

IICC hereinafter referred to as "The Principal / Employer" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

### AND

.....hereinafter referred to as "The Bidder / Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

### Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) for (Name of the contract) (hereinafter referred to as the 'Project'). The Principal necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

### Section 1: Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - a) No employee of the Principal, personally or through family members or through any other channel, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit, which the person is not legally entitled to.
  - b) The Principal will, during the tender process treat all Contractor(s) / Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidder(s) the same information and will not provide to any Contractor(s) / Bidder(s), confidential/additional information through which the Contractor(s) / Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c) The Principal will exclude from the process all known prejudiced persons. The Principal shall obtain bids from only those parties who have been short-listed or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, Contractor(s) and/or Bidder(s), which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.

- (3) The Principal will enter into agreements with identical conditions with all Contractor(s) / Bidder(s) for the different Work Packages in the aforesaid Project.
- (4) The Principal will disqualify from the tender process all Contractor(s)/Bidder(s); who do not sign this Pact or violate its provisions.

## **Section 2: Commitments of the Bidder(s) / Contractor(s)**

- (1) The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
  - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non - submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractors" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3: Disqualification from tender process and/or exclusion from future contracts.**

- (1) If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 2 above or in any other form so as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or remedies available to the Principal under the relevant clauses of Turnkey Agreement, Schedules of the tender/contract.
- (2) If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Principal, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
- (3) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under Section 2 above or any other term(s) of this Pact, during the execution of contract, the Principal will be entitled to exclude the contractor from further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (5) If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4: Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 3, the Bid Security furnished, if any, along with the offer, as per terms of the Invitation of Tender, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Principal, in terms of Section 3 above.
- (2) If, at any time after the awarding of the Project, the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Security Deposit/Performance Bank Guarantee furnished by the contractor, if any, as per the terms of the NIT/Contract shall be forfeited without prejudice to any other legal

rights and remedies available to the Principal under the relevant clauses of General/ Special Conditions of Contract.

The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by the Principal in terms of Section 3 above.

#### **Section 5: Previous transgression**

The Bidder(s)/Contractor(s) herein declares that it has committed no transgressions in the last 3 years with any other Company in any country conforming to the anti-corruption approach as detailed herein or with government/ any other Public Sector Enterprise in India that could justify its exclusion from the tender process.

If at any point of time during the tender process or after the awarding of the Contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case may be, that the Contract, is already awarded, it will be terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

#### **Section 6: Independent External Monitor / Monitors**

Name to be added

#### **Section 7 Criminal charges against violating Bidder(s)/Contractor(s)/Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the EMPLOYER.

#### **Section 8 - Duration of the Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by EMPLOYER.

The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any

transgression/violation of the terms of this Pact comes/is brought to the notice of the Principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 3, without prejudice to any other legal right or remedy so available to the Principal.

### Section 9 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
- (5) Wherever he or his as indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place \_\_\_\_\_

Date \_\_\_\_\_

Witness 1: (Name & Address)

\_\_\_\_\_

\_\_\_\_\_

Witness 2: (Name & Address)

\_\_\_\_\_

{COUNTERSIGNED and accepted by:  
Consortium Partner}

(For & On behalf of Bidder/ Contractor)

(Office Seal)

## FORM 13 – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is entered into on ..... by Employer and (name of the Bidder) between the undersigned parties on the date specified below.

WHEREAS, either Party possesses certain confidential proprietary information; and WHEREAS, in connection with the pursuit, evaluation and/or feasibility of a business relationship, and/or the consummation of a transaction (collectively, the "Business Purposes") between the two parties hereto, including their affiliates, subsidiaries, stockholders, partners, co-venture, trading partners, employees and other organizations (hereinafter referred to as Affiliates), confidential proprietary information of one Party may become available to the other Party.

WHEREAS, either Party desires to prevent the unauthorized use and disclosure of its confidential proprietary information.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, Receipt of which is hereby acknowledged, the parties agree as follows:

- I. **Confidential Information.** For purposes of this Agreement, Confidential Information shall mean all strategic and development plans, financial condition, business plans, co-developer identities, data, business records, customer lists, project records, market reports, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of , incidental to or in connection with the Business Purposes, which is not generally available to the public.
- II. **Non-disclosure Obligations.** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
  - A. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
  - B. not to use any of the Confidential Information except for the Business Purposes. C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the Confidential Information except as specifically authorized by the Disclosing Party in accordance with this Non-Disclosure Agreement.
  - C. not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Party in any commercial activity which may be Comparable to the commercial activity contemplated by the parties in connection with the Business Purposes.

- D. to restrict access to the Confidential Information to those of its officers, directors, and employees who clearly need such access to carry out the Business Purposes.
- E. to advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.
- F. to comply with any other reasonable security measures requested in writing by the Disclosing Party.
- G. To refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party.
- H. To undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing party.

III. **Exceptions.** The confidentiality obligations hereunder shall not apply to Confidential Information which:

- A. is, or later becomes, public knowledge other than by breach of the provisions of this Agreement; or
- B. is in the possession of the Party with the full right to disclose prior to its receipt from the Disclosing Party, as evidenced by written records; or
- C. is independently received by the Receiving Party from a third party, with no restrictions on disclosure.

IV. **Return of Confidential Information.** The Receiving Party agrees, upon termination of the Business Purposes or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the Confidential Information.

V. **No Right to Confidential Information.**

- A. The Receiving Party hereby agrees and acknowledges that no license, either express or implied, is hereby granted to the Receiving Party by the other Party to use any of the Confidential Information.

- B. The Receiving Party further agrees that all inventions, improvements, copyrightable works and designs relating to machines, methods, compositions, or products of the other Party directly resulting from or relating to the Confidential Information and the right to market, use, license and franchise the Confidential Information or the ideas, concepts, methods or practices embodied therein shall be the exclusive property of the other Party, and the Receiving Party has no right or title thereto.
- VI. **No Warranty.** The Disclosing Party has not made and will not make any representation or warranty as to the accuracy or completeness of its Confidential Information or of any other information provided to the Receiving Party, and the Receiving Party agrees that the Disclosing Party shall have no liability resulting from the use of the Confidential Information or such other information.
- VII. **No Commitment.** The disclosure of Confidential Information does not, and is not intended to, represent a commitment by the Disclosing Party to enter into any business relationship with the Receiving Party or with any other entity. If the Parties desire to pursue business opportunities, they will execute a separate written agreement to govern such business relationship.
- VIII. **Compelled Disclosure.** If the Party faces legal action to disclose Confidential Information received under this Agreement, then the Party shall promptly notify the other Party in order that it may have the opportunity to intercede and contest such disclosure and, upon request, shall cooperate with the other Party in contesting such a disclosure. Except in connection with failure to discharge the responsibilities set forth in the preceding sentence, neither Party shall be liable in damages for any disclosures pursuant to such legal action.
- IX. **Losses.** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- X. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, post-paid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
- XI. **Counterparts.** Either the original or copies, including facsimile transmissions, of this Agreement, may be executed in counterparts, each of which shall be an original as against any party whose signature appears on such counterpart and all of which together shall constitute one and the same instrument.

- XII. **No Solicitation of Employees.** The Receiving Party agrees that it will not, for a period of five (5) years from the date of this Agreement, initiate contact with the other Party's employees in order to solicit, entice or induce any employee of the other Party to terminate an employment relationship with the other Party to accept employment with the Receiving Party.
- XIII. **Term and Termination.** This Agreement shall commence on the date first written above. The Receiving Party's right to use the Confidential Information in connection with the Business Purposes shall continue in effect until the period of one year from the date above or the other Party provides the Receiving Party with written notice of termination of such right, whichever is earlier. Notwithstanding the foregoing, the Receiving Party's obligations with respect to the Confidential Information hereunder shall continue in full force for at least five years from the termination date and/or effect until further notice from the other Party.
- XIV. **Remedies.** The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity.
- XV. **Entire Agreement.** This Agreement embodies the entire understanding between the parties respecting the subject matter of this Agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this Agreement. This Agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this Agreement be found unenforceable, the remainder shall still be in effect.
- XVI. **No Waiver.** The failure of either Party to require performance by the other Party of any provision of this Agreement shall in no way effect the full right to require such performance at any time thereafter.
- XVII. **Successors and Assigns.** Neither shall any Party have any right to assign its rights under this Agreement, whether expressly or by operation of law, without the written consent of the other Party. This Agreement and the Party's obligations hereunder shall be binding on their Representatives, permitted assigns, and successors of the Parties and shall ensure to the benefit of Representatives, assigns and successors of the Parties.

XVIII. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of India and the Party's country laws on equal force. If there is any conflict of laws, the law of India shall prevail.

XIX. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.

XX. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

XXI. **Legal Address of the Parties:**

Party A:

Party B:

## FORM 14 – Format for Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of..... and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental submission of our bid for the Project proposed or being developed by IICC (the “Employer”) including but not limited to signing and submission of all bids and other documents and writings, participate in Bids and other conferences and providing information/ responses to the Employer, representing us in all matters before the Employer, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Employer in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or until the Appointed Date under Agreement.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ....., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2....

For

.....  
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised Signature)

Accepted

.....  
(Signature)

(Name, Title and Address of the Attorney)

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

## **FORM 15 – Format for Power of Attorney for Lead Member of Consortium**

Whereas the ("the Employer") has invited bids from interested parties for the Project (the "Project").

Whereas, ....., ....., .....and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification (RFQ) cum Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Employer to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, ..... having our registered office at ....., M/s. .... having our registered office at ....., M/s. .... having our registered office at ....., and ..... having our registered office at ....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s ..... having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Employer, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof until the Appointed Date under the Turnkey Agreement.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ..... 2.....

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

For .....  
(Signature)  
(Name & Title)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

### FORM 16 – Financial Capacity (Clause 1.8)

Sr. No.	Particulars	FY 2022-23	FY 2021-22	FY 2020-21	Average of last three Years
		Amount in INR (Cr)			
1	Average Annual Financial Turnover (Clause 1.8 a)				
2	Net Worth (Clause 1.8 b)		xxx	xxx	xxx

### FORM 17 – Technical Capacity (Clause 1.9)

- a) Three similar works each costing (Applicable / Not Applicable)
- b) Two similar works each costing (Applicable / Not Applicable)
- c) One similar works each costing (Applicable / Not Applicable)

Sr. No	Name of the Project	Type of Project	Date of Start	Date of Completion	Date and No. of Completion Certificate	Eligibility Criteria Chosen (40% /50% /80%)	Total Contract Amount INR Crore
	(Complete Name & Address)						
<b>Minimum Eligibility Criteria</b>							
1							
2							
3							

FOR BIDDER

Signature of Authorized Representative [In full and initials]:

Name of Bidder:

(Name and seal of the Bidder)

## Appendix -I – Instructions to Bidder for e-Tendering

### A. Enrolment process on the Tender web-site

- Bidders are required to enrol on the e-Procurement module of the Central Public Procurement (CPP) Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment”. Enrolment on the CPP Portal is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 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.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (DSC) - (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India, with their profile.
- 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 DSCs to others which may lead to misuse.
- 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.

### B. Tender search

- 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.
- 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 Favourites’ 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.
- 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.

### C. Preparation of bids

- Make folders with the name of the tender number so as to identify the folders easily during the bid document uploading.

- File and Folder name should not contain any special characters (&, #, etc.) or space in between.
- Download the tender document, ITB (Instruction to Bidders) of the required tender in that folder.
- Scan the Bid Security fee instruments/ Tender fee instruments for offline payments if any.
- In the case of offline payment, the details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
- Scan and keep ready Pre-qualification documents like life certificates, PAN etc. if any.
- Prepare the technical bid document and then convert into PDF.
- Prepare the Price Bid i.e. fill up required figures in the downloaded word document. The Price Bid file with the same name has to be uploaded while uploading the financial/price bids. If there is any change in Name, it may not get uploaded or give an error.
- Keep all the documents in the same folder for the easy bid document upload.
- The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. It will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening date. For any clarifications from the TIA (Tender inviting authority)/ Employer, the bid number can be used as a reference.

#### D. 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.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. Offers which are not digitally signed will not be accepted. Applicant shall submit their offer in electronic format on CPP Portal only.
3. Bidder should prepare the Bid Security as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, 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.
4. The Price Bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial

bids in the format provided and no other format is acceptable. Bidders are required to download the Price bid file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price bid file is found to be modified by the bidder, the bid will be rejected.

5. The server 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.
6. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) 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.
7. Any document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers / bid-openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
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.
9. 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.

#### E. Password maintenance

- The length of the password should be of 8 to 32 characters.
- The password should be of any English lowercase and uppercase (a-z and A-Z) characters.
- The password must contain at least one number between 0-9.
- The password must contain at least one special character from these [! @ # \$ ^ \* \_ ~]
- Sample password is just like Admin123\$, India2000#, etc.

#### F. About DSC

- Digital Signature Certificates (DSC) is the digital equivalent (that is electronic format) of physical paper certificates.

- Like physical documents are signed manually, electronic documents, for example e-forms are required to be signed digitally using a Digital Signature Certificate. Transactions that are done using Internet if signed using a Digital Signature certificate becomes legally valid.
- Bidders have to procure Class 2 or 3 signing certificates only. Only Class 2 or 3 is valid for e-tendering purpose.
- The Certifying Authorities are authorized to issue a Digital Signature Certificate with a validity of one or two years. The maximum period for which the DSC is issued is only two years. On the expiry of the term, the Digital Signature Certificate can be revalidated by paying the fees again.
- Digital Signatures are legally admissible in a Court of Law, as provided under the provisions of IT.
- Digital Signature Certificate (DSC) is not required by Companies but by individuals. For example, the Director or the Authorized signatory signing on behalf of the Company requires a DSC.
- Each user logs in to the tender site thro' the secured log in by giving the user id/ password allotted during registration & then by giving the password of the DSC. The DSC password will get locked if successively wrong password is given many times.

#### G. DSC providers for Private firms

- A licensed Certifying Authority (CA) issues the digital signature. Certifying Authority (CA) means the authority that has been granted a license to issue a digital signature certificate under Section 24 of the Indian IT-Act 2000.
- The vendors like TCS ([www.tcs-ca.tcs.co.in](http://www.tcs-ca.tcs.co.in)), Sify, MTNL, nCode ([dsc@ncodesolutions.com](mailto:dsc@ncodesolutions.com)), e-Mudhra ([www.e-mudhra.com](http://www.e-mudhra.com)) are issuing DSC's for bidders.
- The time taken by Certifying Authorities to issue a DSC may vary from three to seven days.

#### H. Advantage of "My Space" on CPP Portal

- The bidder can upload Non-Sensitive frequently asked documents prior at any point of time once he logs in to the Bid. These are not encrypted.
- These can be anything like GST, PAN Certificate, VAT Certificate, Equipment Details, Manpower Details, Copies of Balance Sheet of last few years, Details of quantity of work executed etc.
- In some cases, the TIA might have uploaded a format while in many cases it may just be a scanned copy of the original which needs to be uploaded.
- This will avoid repeated upload of common documents and also save space and time.

I. System requirements

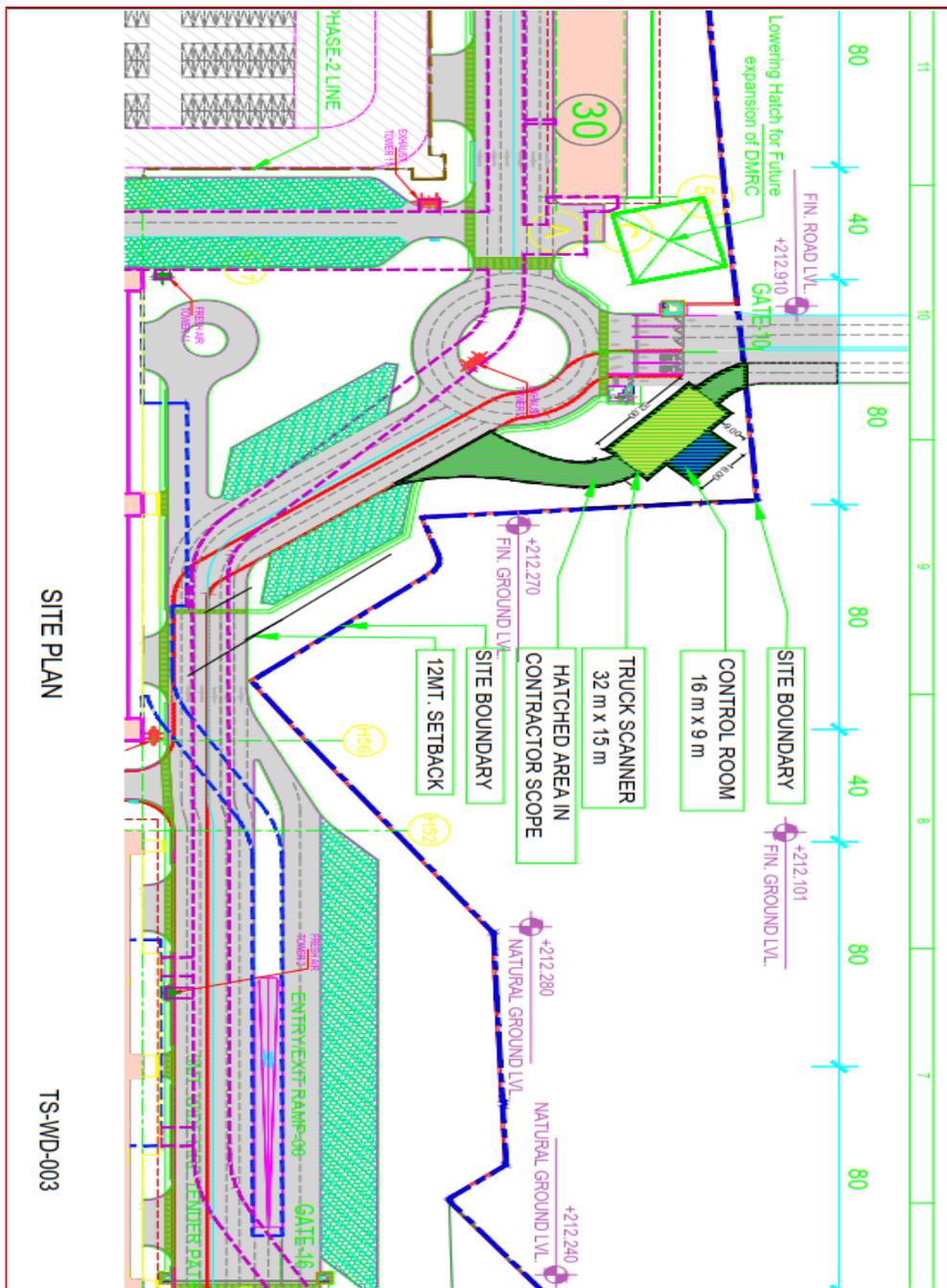
- Windows XP with latest service pack
- Loaded IE 7.0 or above
- Loaded JRE 1.6 or above
- Antivirus Software with latest definition.
- Internet connectivity
- Scanner to scan the documents if required
- Printer and PDF Creator.

J. Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority (Employer) for a tender or the relevant contact person indicated in the tender.
- 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.
- For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002; 0120-4001 005; 0120-6277 787.

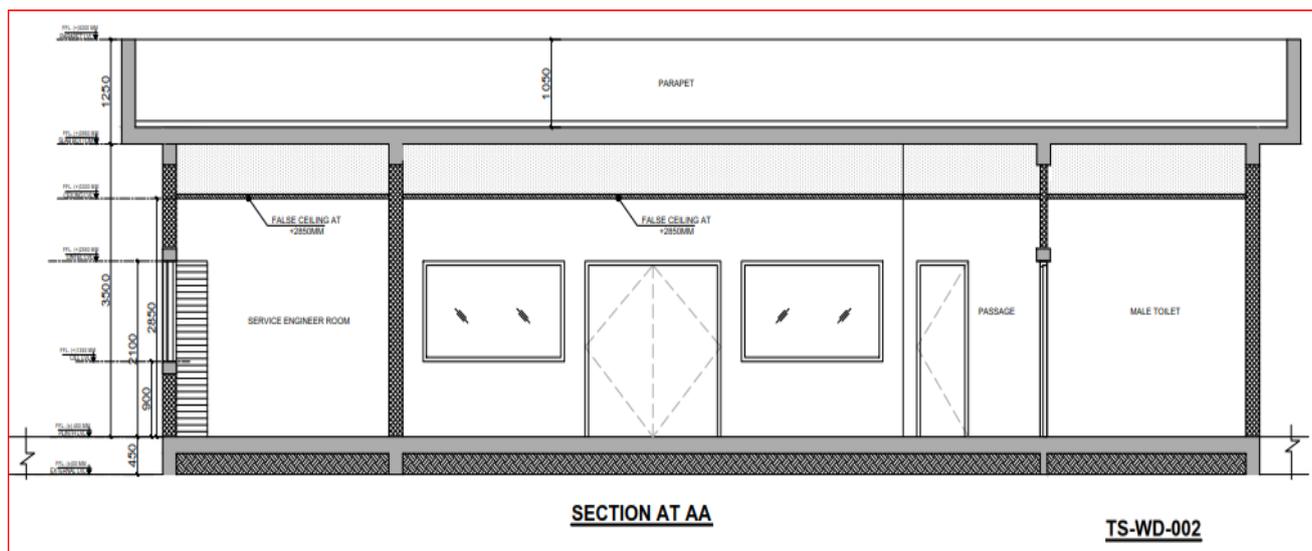
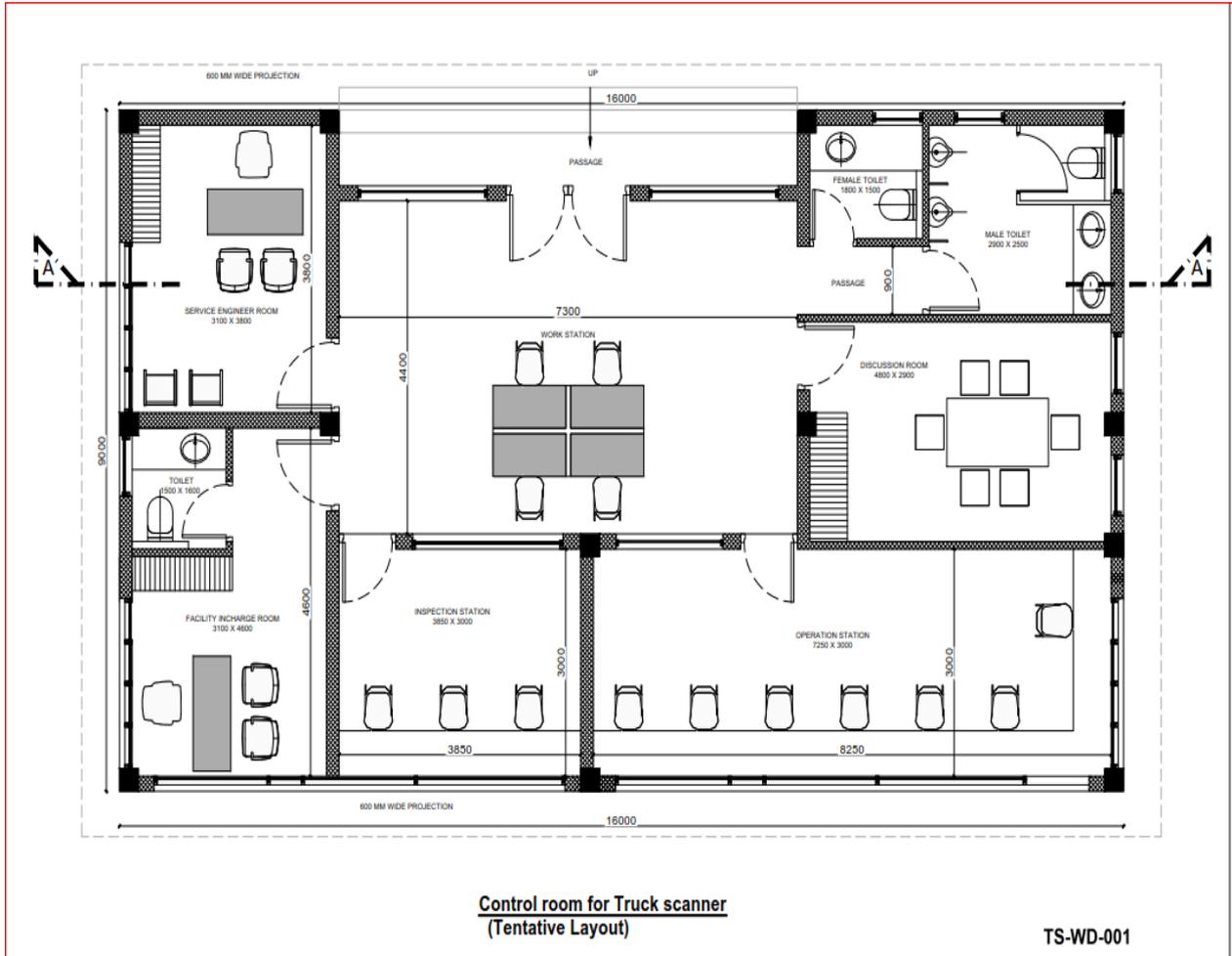
## Appendix-II – Concept Layout

### 1. LOCATION FOR Full Body X-Ray TRUCK (Gantry Based) SCANNER



Buffer zone to be considered by the Contractor as per statutory requirements.

## 2. TENTATIVE LAYOUT OF CONTROL ROOM FOR Full Body X-Ray Truck Scanner (Gantry Based)



## APPENDIX-III – PARAMETRIC TESTS & INSPECTIONS FOR ACCEPTANCE

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
<b>1.</b>	<b>General Requirements</b>		
1.1	Scanner & its associated systems should be of proven design having worked in actual field conditions for more than two years.	Documentation	
1.2	Scanner system should be able to operate 24 hours a day and 7 days a week.	Documentation	
1.3	Minimum availability of the scanner system should be 95% of time in a year.	Documentation	
1.4	System/sub-system & equipment used in the manufacture of the X-ray scanner should be as per the international standards.	Documentation	
1.5	Scanner & its associated systems should have a rated life of at least 10 years.	Documentation	
1.6	Scanner system should be designed and manufactured to prevent corrosion by weather, airborne pollution, geographic operating environment, galvanic reaction.	Documentation + Process employed	
1.7	Components of the system should be fully tropicalised and suitable for trouble free operation in the specified environment.	Documentation + Process employed	
	<b>Scanning Conditions</b>		
2.1	Scanner Facility should be able to fit into the available area, including the exclusion zone, operator's cabin, maintenance areas, etc.	Documentation+ Drawings	Documentation+ Drawings
2.2	Scanning of all type of vehicles allowed to be operated on Indian roads as per Indian Motor Vehicle Act, Ministry of Transport, Govt of India, including Standard Containers (20 foot to 40 foot), Truck/trailer/cargo vehicle/four wheeler etc used in international trade loaded on to truck-trailers (approx. size of the conveyance: 3.50 m Width, 5.5 m	Process + Demonstration+ Documentation	Demonstration+ Documentation
2.3	Scanner System to operate in a drive by mode.	Demonstration	Demonstration

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
2.4	System to operate under temperature (0° to +50 degree), humidity (0 to 100%); saline environment of Delhi NCR and driving rain (50-100 mm per hour) with wind speed upto 100 kmph.	Documentation+ Demonstration	Documentation+ Demonstration
2.5	Boundary management –all areas under Scanner Facility should be provided with barrier, fencing, gates, CCTV, warning signs, lighting, etc.	Documentation + Specifications + Drawings	Specifications + Drawings + Demonstration
2.6	Supply of one set of test rigs / jigs and instruments (per site of installation) for evaluating the performance of the Scanner & its associated systems should be provided.	Verification+ Demonstration	Verification+ Demonstration
2.7	Test rigs / jigs and instruments for evaluating the performance of the Scanner & its associated systems should have calibration certificates to be conforming to national /international standards.	Verification+ Calibration certificates	Verification+ Calibration certificates
2.8	System should be equipped to capture the number of the ISO container and convert it into characters with an efficacy of 95% or better.	Process + Documentation+ Demonstration	Documentation+ Demonstration
2.9	System should capture the image of the number so that if there is an error, the operator can correct it.	Process + Documentation+ Demonstration	Documentation+ Demonstration
2.10	It should be possible to integrate the captured number with the image of the ISO container obtained during scanning operation.	Documentation+ Demonstration	Documentation+ Demonstration
2.11	Providing a through-put of over 20 vehicles per hour at normal scan speed.	Process + Documentation	Documentation+ Demonstration
	<b>Sensors and Safety</b>		
3.1	Sensors to perform various safety functions as mentioned in ‘System requirements’.	Documentation+ Specification + Demonstration	Specifications + Demonstration+ Documentation
3.2	Provision of safety interlocks as mentioned in ‘System requirements’ and functionality of the interlocks	Documentation+ Demonstration	Demonstration+ Documentation

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
3.3	Redundancy features should be provided to minimise single point of failure in the system leading to non-availability of the scanner.	Documentation+ Demonstration	Documentation+ Demonstration
3.4	Scanner and its associated systems should have built-in self-test and fault diagnostic capability/ facility.	Specification+ Documentation+ Demonstration	Demonstration+ Documentation
3.5	Scanner and its associated systems should have trouble shooting and auto correction capability.	Documentation+ Demonstration	Demonstration+ Documentation
3.6	System should have automatic shutdown device to stop scanning operation in the case of emergency of any kind.	Specification+ Documentation+ Demonstration	Documentation+ Demonstration
3.7	Provision of sensors to measure the truck speed and to carry out necessary adjustment, if required, in the system.	Specification+ Documentation+ Demonstration	Documentation+ Demonstration
4	<b>Hardware</b>		
4.1	Monitors to be minimum 24" LED colour having resolution 1920X 1080 or better.	Specification + Verification	Specification + Verification
4.2	One of the displays should be on a reasonably larger screen (over 60") without any distortions or loss of resolution and can take signals from all other monitors.	Specification + Verification	Specification + Verification
4.3	Printer should include an A3/A4 (regular) format coloured laser printer (with multifunction capability such as scanner, copier, etc.	Specification+ Demonstration Documentation	Specification+ Demonstration Documentation
4.4	Printer should allow printing by control system displays, image analysis outputs, video capture snap shots, notes, manifest, etc.	Demonstration+ Documentation	Demonstration+ Documentation
5	<b>Scanner System</b>		
5.1	X-ray emission system for all type of vehicle like Truck/trailer/cargo vehicle/four-wheeler etc. in drive-by mode scanning [Dual energy: High – 6MeV (Nominal); Low – within a differential of 2 to 3 MeV]	Documentation+ Specification + Demonstration	Documentation+ Specification + Demonstration

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
5.2	X-ray detection system to achieve the specified performance requirements from the scanner system.	Documentation+ Specification + Demonstration	Documentation+ Specification + Demonstration
5.3	Image processing system with features & functionality mentioned under 'System requirements' of the contract'.	Documentation+ Specification + Demonstration	Documentation+ Specification + Demonstration
5.4	Servers & Workstations should be of state-of-the-art and the operating system should be based on LINUX/Microsoft Windows or an equivalent or superior multi-tasking operating system supported internationally.	Documentation+ Specification + Demonstration	Documentation+ Specification + Demonstration
5.5	Availability of eight sets of workstations for image inspection (including two for remote location inspection).	Documentation+ Verification + Demonstration	Documentation+ Verification + Demonstration
5.6	Each work station shall be supplied such that the operators perform independent inspection activities, simultaneously or sequentially.	Documentation+ Verification + Demonstration	Documentation+ Verification + Demonstration
6	<b>System performance (at the specified speed of train) – refer to 'System Requirements':</b>		
	a) Penetration b) Wire detect ability in free air c) Contrast sensitivity d) Spatial resolution e) Scan Size f) Material discrimination g) Threat detection h) Density threshold alert i) Release/Hold decision j) Image quality	Demonstration + Specification+ Digital data + Documentation	Demonstration + Specification+ Digital data + Documentation
7	<b>Integrated System Performance</b>	Demonstration + Digital data + Documentation	Demonstration + Digital data + Documentation
8	<b>Image Quality Data (at the specified speed)</b>		

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
8.1	Varying steel plate thickness of 300 mm to 350 mm and behind 25 mm lead brick of size 100*100mm in steps of 10 mm located at the floor, center and top of container levels.	Demonstration + Digital data + Documentation	Demonstration + Digital data + Documentation
8.2	Wire detect ability in free air, preferably for 8, 10,12,14,16,18 & 20 AWGs preferably in horizontal and vertical planes of length 300 mm.	Demonstration + Digital data + Documentation	Demonstration + Digital data + Documentation
8.3	Contrast sensitivity for a 1 mm steel shim with minimum width of 200 mm to be discernible behind 100 mm thick steel block.	Demonstration + Digital data + Documentation	Demonstration + Digital data + Documentation
8.4	Spatial resolution in air of 5 mm or better, horizontal and vertical grid.	Demonstration + Digital data + Documentation	Demonstration + Digital data + Documentation
9	<b>Reference Articles</b>		
9.1	Contractor in consultation with Employer shall provide at least ten (10) reference/test articles for inspection and record their images, which will be used during on-site trials.	Physical + Functional Verification	Physical + Functional Verification
10	<b>Software &amp; Net-working (local/remote)</b>		
10.1	Scanner operation station, Image inspection station, Remote inspection Areas should be connected through wide area network.	Specification+ Demonstration Documentation	Demonstration+ Documentation
10.2	Workstations, Servers, Control stations linked through local area network allowing error free data flow for uninterrupted operation.	Demonstration+ Documentation	Demonstration+ Documentation
10.3	DB Servers at scanner station having connectivity and compatibility to external (away from site) network for data retrievals and image manipulation along with requisite software and hardware.	Demonstration+ Documentation	Demonstration+ Documentation
10.4	System should be provided with suitable software, which would enable the image interpreter to interpret the content of the goods stuffed in the container.	Documentation+ Demonstration	Documentation+ Demonstration

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
10.5	Software should be able to discriminate images of various goods/commodities, which would enable interpreters to make fair assessment of the goods in the containers and all type of vehicle like Truck/trailer/cargo vehicle/four-wheeler etc.	Documentation+ Demonstration	Documentation+ Demonstration
10.6	Software should be able to alert the operator, in case of some contrabands are noticed.	Documentation+ Demonstration	Documentation+ Demonstration
10.7	Providing copies of as-built software including updates in executable code that are installed in the system at all levels	Listing of software	Listing of software + submissions
10.8	Customization of software to meet specific operational requirements, if any, of the Employer.	Customization+ Demonstration+ Documentation	Customization+ Demonstration+ Documentation
10.9	Inter-linkage with the IICC EDI network as specified in 'System Requirements'.	Customization+ Demonstration+ Documentation	Customization+ Demonstration+ Documentation
11	<b>Data Security &amp; Storage</b>		
11.1	All data and analytical results shall be secured with three levels of user access control viz. operator, supervisor, and administrator	Customization+ Demonstration+ Documentation	Customization+ Demonstration+ Documentation
11.2	Storage of information about at least 10,00,000 scanned objects (i.e. scanned images, cargo manifests, notes,	Specification + Demonstration	Specification + Demonstration
11.3	Storage devices should be able to generate a warning when a set value of its maximum storage capacity is reached.	Specification + Demonstration	Specification + Demonstration
11.4	Data back-up and recovery facility should be independent from the process of collecting image data.	Documentation+ Demonstration	Documentation+ Demonstration
12	<b>Safety &amp; Security System</b>		
12.1	Supply of, per installation, minimum 4 Nos. of CCTV cameras (one with PTZ camera) with NVR capable of saving more than 15 days long video images.	Specifications + Drawings + Demonstration+ Snapshot recording	Specifications + Drawings + Demonstration+ Snapshot recording

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
12.2	Supply of, per installation, one PTZ CCTV camera having facility to view from remote location with NVR capable of saving more than 15 days long video images.	Specifications + Drawings + Demonstration+ Snapshot recording	Specifications + Drawings + Demonstration+ Snapshot recording
12.3	Provisions of safety measures such as audio alarms, visual alarms, flashing of lights, indication of an emergency situation, noticeable warning signal while “scanning on”, etc.	Documentation+ Drawings + Demonstration	Documentation+ Drawings + Demonstration
12.4	Provisions for display of status of safety system control panel.	Documentation+ Drawings + Demonstration	Documentation+ Drawings + Demonstration
12.5	System to be equipped to stop the operation by automatic shutdown devices in the case of emergency of any kind.	Documentation+ Demonstration	Documentation+ Demonstration
12.6	Installation of emergency stop buttons in scan control office and in radiation management area	Documentation+ Demonstration	Documentation+ Demonstration
13	<b>Radiological &amp; Regulatory Requirements</b>		
13.1	Scanner system should be suitably shielded for protection from radiation by the scanner as per the requirement of AERB.	Documentation+ Drawings + Demonstration	Documentation + Drawings + Demonstration
13.2	Radiation dose at the exclusion zone boundary shall not exceed the 1 microSv/hr. (instantaneous)	Estimation + Demonstration+ Documentation	Documentation + Drawings + Measurement
13.3	Appropriate failsafe mechanisms such that the radiation exposure to driver does not exceed the limit prescribed by AERB for the purpose.	Documentation+ Demonstration	Documentation+ Demonstration
13.4	Scanning operation should be safe for food, vegetables, pharmaceuticals, chemicals, active medical supplies, electronic data media, or other commonly traded goods.	Documentation+ Demonstration	Documentation+ Demonstration
13.5	Radiation dose to the driver of the conveyance shall be within the limits prescribed by AERB	Documentation+ Demonstration	Documentation+ Demonstration

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
13.6	Supply of radiation survey meters (2 Nos.) of requisite specifications (per site of installation) and calibrated for ambient dose equivalent.	Specifications+ Certifications + Functional Check	Specifications+ Certifications + Functional Check
13.7	Supply of personnel digital dosimeters (6 Nos.) of requisite specifications per site of installation.	Specifications+ Certifications + Functional Check	Specifications+ Certifications + Functional Check
13.7	Statutory provisions on safety as specified Roadway authorities.	Specification + Demonstration	Demonstration+ Documentation
13.8	Statutory provisions for safe operation of electrical sub-station and electrical systems.	Specification + Demonstration	Demonstration+ Documentation
13.9	Statutory provisions for fire safety of the scanner facility.	Specification + Demonstration	Demonstration+ Documentation
14	<b>Civil / Structural Works</b>		
14.1	Review of layouts, specifications, method statements, documents, construction drawings, etc.		Submissions
14.2	Inspection of all areas for dimensions, finishes, fitments & fixtures, etc. as per the contract requirements and as-built drawings.		Verification + Documentation
14.3	Checking installation and functioning of fire detection, mitigation and fighting system as per specifications and as-built drawings.		Specifications+ Verification + Documentation
14.4	Inspection of boundary wall/ internal fencing, gates, access roads, paver blocks, etc., as per as- built drawings.		Verification + Documentation
14.5	Inspection as per as-built drawings and smoothness of operation of barriers, gates, etc.		Verification + Documentation
14.6	Inspection of water proofing work, sanitary drain works, storm water drainage, etc., as per as-built drawings.		Verification + Documentation
14.7	Check for cleanliness in and around Facility, house-keeping, etc.		Verification + Documentation

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
14.8	Check for landscaping, storm water drainage, curb stones, etc.		Verification + Documentation
14.9	Checking availability of all as-built drawings used in the construction of the Facility.		Verification + Documentation
14.10	Checking availability of method statements, QAP, and other documents used in the construction of the Facility.		Verification + Documentation
15	<b>Electrical, AC &amp; Communication Works</b>		
15.1	Review of layouts, specifications, documents, drawings, etc.		Submissions + Documentation
15.2	Installation checks for all equipment, components, fittings & fixtures etc.		Verification + Documentation
15.3	Review of documents on inspection, testing & commissioning of complete electrical & communication system, as per specifications/ as-built drawings.		Submissions + Documentation
15.4	Operation of boom barriers, pumps, and other Motorised items as per operational scheme.	Specifications + Documentation+	Demonstration+ Documentation
15.5	Supply, installation, testing & commissioning of climate control (i.e. air-conditioning, heating and ventilation) systems meeting functional requirements and as per specification.	Design Calculation + Specifications+ Demonstration+ Documentation	Design Calculation + Specification+ Demonstration+ Documentation
15.6	Supply, installation, testing & commissioning of DG set & its associated systems as per specification, and its integrated operation with commercial power supply.	Design Calculation + Specifications+ Demonstration+ Documentation	Specification+ Demonstration+ Documentation
15.7	Supply, installation, testing & commissioning of fuel oil storage & transfer system, as per specification.	Design Calculation + Specifications+ Documentation	Specification+ Demonstration+ Documentation
15.8	Supply, installation, testing & commissioning of UPS its associated system, including battery banks, as per specification.	Design Calculation + Specifications+ Demonstration	Specification+ Demonstration+ Documentation

Sl. No.	Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.	Compliance / Acceptance Criteria	
		FAT Stage	SAT Stage
15.9	Integrated operation of UPS with DG/ commercial power supply source.	Specification+ Demonstration	Demonstration+ Documentation
15.10	'As-built' drawings for complete installation work, compilation of testing & commissioning reports, QA and acceptance documents.		Submissions + Approvals
16	<b>Regulatory Approvals &amp; other Statutory Clearances</b>		
16.1	Availability of clearances from statutory bodies, as applicable, for the construction of the Facility	Submissions	Submissions + Approvals
16.2	Authorization of AERB for regular operation of the Scanner System Facility from AERB.		Submissions + Documentation
17	<b>Software and Software upgrades</b>		
17.1	Fulfilment as per Contract Document		
18	<b>Training</b>		
18.1	Fulfilment as per Contract Document		
19	<b>Warranty Maintenance</b>		
19.1	Fulfilment as per Contract Document		
20	<b>Post-warranty Maintenance</b>		
20.1	Fulfilment as per Contract Document		

## Appendix-IV – List of Makes

The following are the makes of materials/agencies items of work, the quality of which is acceptable to the Employer.

### LIST OF MAKES FOR CONTROL ROOM BUILDING

1. DOORS/WINDOWS – UPVC COATED ALUMINIUM GLAZED DOOR WINDOWS WITH STANDARD FITTINGS & ACCESSORIES FROM DORMA / OZONE.
2. GLAZING – SAINT GOBAIN/MODIGUARD/ ASAHI
3. TOILET FIXTURES (W/C, URINAL/ WASH BASIN) & FITTINGS -ROCCA/ KOHLER / DURAVIT / JAGUAR
4. VENETIAN BLINDS – LEVOL OR NUWOOD/ MAC/ VISTA/FEATHER
5. FURNITURE – GODREJ INTERIO/ /DURIAN/ FEATHER LITE
6. AC CASSETTE UNITS – DAIKIN/VOLTAS/ HITACHI / CARRIER
7. RAILINGS/GRILLS – SS 316 JINDAL/APOLLO
8. EXTERIOR PAINT– ASIAN/BERGER /DULUX ALL WEATHER
9. LIGHTING FIXTURES AND FITTINGS – PHILIPS/TRILUX / WIPRO / HAVELLS
10. ELECTRICAL WIRES AND CABLES – HAVELLS / FINOLEX / POLYCAB / RR KABEL
11. ELECTRICAL SWITCHES AND SOCKETS - ANCHOR ROMA / MK / CRABTREE / SCHNEIDER / LEGRAND
12. ELECTRICAL DB – SCHNEIDER / SIEMENS / LEGRAND