

**Government of India  
Ministry of Finance  
Department of Revenue  
Directorate of Logistics  
4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi - 110051  
Phone: 24693529, Fax: 24697497**

**E-TENDER ENQUIRY DOCUMENT FOR PROCUREMENT OF DRIVE-  
THROUGH CONTAINER SCANNER (ROAD) AND SITE PREPARATION  
AT (I) JNPT, URAN, MAHARASHTRA, (II) MUNDRA PORT , GUJARAT  
AND (III) INTERNATIONAL CONTAINER TRANSHIPMENT TERMINAL,  
VALLARPADAM SEZ, COCHIN, KERALA**

TENDER No.01/CS/2014

DATED: 14.07.2014

Period during which the tender enquiry document will be available on website <a href="http://www.cbec.gov.in">www.cbec.gov.in</a> ; <a href="http://www.dolcbec.gov.in">www.dolcbec.gov.in</a> and <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	Time 11.00 Hrs Date 14.7.2014 Time 13.00 Hrs Date 22.8.2014
Deadline for seeking clarification	Time 15.00 Hrs Date 1.8.2014
Pre-bid conference	Time 11.00 Hrs Date 5.8.2014
Closing date and time for receipt of tenders online	Time 13.00 Hrs Date 22.8.2014
Place of receipt of tenders	Online <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
Address and submission of tender fee and EMD	Directorate of Logistics 4 <sup>th</sup> floor, A wing Lok Nayak Bhawan; Khan market New Delhi
Tender fee and EMD	Time 13.00 Date 22.8.2014
Time and date of opening of tenders	Time 15.00 Hrs Date 22.8.2014
Place of opening of tenders	Online at <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> Directorate of Logistics 4 <sup>th</sup> floor, A wing Lok Nayak Bhawan; Khan market New Delhi

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Phone: 24693529, Fax: 24697497**

**E-TENDER NOTICE  
FOR PROCUREMENT OF DRIVE-THROUGH CONTAINER SCANNER (ROAD) SYSTEM AND  
SITE PREPARATION AT (i) JNPT, URAN, MAHARASHTRA, (ii) MUNDRA PORT , GUJARAT  
AND (iii) INTERNATIONAL CONTAINER TRANSHIPMENT TERMINAL, VALLARPADAM SEZ,  
COCHIN, KERALA**

Tender No.01/CS/2014

Dated: 14.07.2014

1. For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs and Central Excise having its office at A-Wing, 4<sup>th</sup> floor , Lok Nayak Bhawan, Khan Market, New Delhi invites e-tenders to supply (including site works), install, commission, maintain and provide product support for three X-ray Drive-through container scanner (Road) systems at (i) JNPT, Uran District, Maharashtra, (ii) Mundra Port, Gujarat and (iii) International Container Transshipment Terminal, Vallarpadam SEZ, Cochin, Kerala; on `turnkey' basis.
2. Details of the goods and services required, specifications, eligibility and qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.dolcbec.gov.in](http://www.dolcbec.gov.in) or [www.cbec.gov.in](http://www.cbec.gov.in) from 14.7.2014 to 22.8.2014. Last date of receiving clarification on tender is 1.8.2014 upto 1500 Hrs. The pre-bid conference will be held on 5.8.2014 at 1100 Hrs at Directorate at the address mentioned in paragraph 5 below.
3. Tenders will be submitted online up to 1300 hrs on 22.8.2014. The tenders will be opened online at 1500 Hrs on 22.8.2014 at Directorate of Logistics, A-Wing, 4<sup>th</sup> floor, Lok Nayak Bhawan, Khan Market, New Delhi -110 051.
4. Interested tenderers may download the tender enquiry document (TED) and submit that tenders online at Central Public Procurement Portal website; [www.eprocure.gov.in](http://www.eprocure.gov.in).
5. Earnest Money Deposit of Rs 5 Crore (Rs Five Crore only) in the form of Bank Guarantee and a non-refundable tender fee of Rs 5000 ( Rs five thousand only) in the form of account payee demand draft/bankers cheque drawn on a schedule commercial bank in India in favour of " PAO, O/o the Pr CCA, CBEC" payable at New Delhi must reach at the address given below by 22.8.2014 at 1300 Hrs. Tenderers, however have to attach scanned copy of EMD and tender fee along with the technical bid of their e-tender.

**Deputy/Assistant Commissioner**  
Directorate of Logistics  
Customs and Central Excise  
4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi - 110051

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

7. The following tenders will be treated as non-responsive and rejected at initial stage itself:

- a. Tenders received without EMD
- b. Tenders received without tender fee

8. The undersigned reserves the right to withdraw, split, modify and/or cancel the tender without assigning any reasons whatsoever.

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

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# CHAPTER 1

## INSTRUCTIONS TO BIDDERS

### INTRODUCTION

1.1 Commissioner, Directorate of Logistics, Customs and Central Excise for and on behalf of the President of India invites e-tenders from eligible and qualified Tenderers to supply, install, commission and maintain three Drive-through container scanner (Road) System and associated equipment at (i) JNPT, Uran District, Maharashtra; (ii) Mundra Port, Gujarat, and (iii) International Container Transshipment Terminal, Vallarpadam SEZ, Cochin, Kerala and provide related services, including site works, as detailed in Chapter 3 “Schedule of Requirements” and which meet the “specifications and technical details as indicated in Chapter 4” on the *turn key basis*. This Chapter gives instructions to tenderers 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 Contract Form (Chapter 6) which will be subject to the Conditions of Contract (Chapter 2). Subject to provisions of paras 1.50 and 1.58 below, the procurement of goods and services under this tender will proceed as follows:

- i. Tender Document will be available on [www.eprocure.gov.in](http://www.eprocure.gov.in), [www.dolcbec.gov.in](http://www.dolcbec.gov.in) and [www.cbec.gov.in](http://www.cbec.gov.in) from 14.7.2014 to 22.8.2014. Instructions for online bid submission is available on Appendix –I.
- ii. Doubts and queries regarding tender document should be uploaded by 1.8.2014 by 1500 Hrs.
- iii. Pre-bid Conference will be held on 5.8.2014 at 1100Hrs.
- iv. Tender fee and EMD should be submitted by prospective tenderers by 13.00 Hrs on 22.8.2014. ( Form 3, Chapter 7)
- v. Pre-bid pre-contract Integrity Pact should be signed prospective tenderers by 20.8.2014 (2 days prior to the last date for submission of tenders). (Form 11, Chapter 7)
- vi. Tenders along with scanned copy of Tender Fee & EMD should be submitted online along with technical bid by 22.8.2014 by 1300 hrs.
- vii. Tenders will be opened online on 22.8.2014 at 1500 hrs (same date as given in vi above).
- viii. Tenders should be valid for acceptance at least up to 21.5.2015 [270 days after the date at (vi) above].
- ix. EMD in the form of BG should be valid at least up to 4.7.2015 [315 days after the date at (vi) above].
- x. After (vi) above, the technical bids will be evaluated by the Tender Evaluation Committee and their decisions will be uploaded.
- xi. Price bids of only those tenderers whose technical bids are found acceptable will be opened.
- xii. Price bids will be evaluated by the Tender Evaluation Committee and successful bidder determined.
- xiii. Approval of the Competent Authority will be obtained and a Notification of Award of Contract will be issued.
- xiv. EMD of the unsuccessful bidders will be returned.
- xv. Successful bidder (Supplier) shall sign the contract within 15 days of Notification of Award.( Chapter 6)

- xvi. Successful bidder shall submit a Time Schedule (Bar Chart) within 15 days of Notification of Award.
- xvii. Successful bidder shall submit a Performance Security within 15 days of the Notification of Award. ( Form 4, Chapter 7)
- xviii. Successful bidder shall also submit details of site related works, including drawings and documents to the Purchaser within one month of the Notification of Award.
- xix. Successful bidder shall obtain requisite approvals/ clearances from Atomic Energy Regulatory Board (AERB); port authorities, and other statutory bodies (as applicable) as per their procedure.
- xx. Successful bidder shall prepare and submit General Arrangement Drawings and Detailed Project Report (DPR) to port authorities through the user Commissionerate before start of construction.
- xxi. Successful bidder shall submit to the Purchaser Factory Acceptance Test (FAT) documents within two months and Site Acceptance Test (SAT) documents within four months of the Notification of Award.
- xxii. FAT will be conducted on the dates to be intimated by the Supplier. The Supplier shall give prior intimation of at least one month to the Purchaser.
- xxiii. On successful completion of FAT, the Supplier shall despatch, transport, install and commission the Drive-through container scanner (Road) system as per the contract and intimate to the Purchaser the dates for SAT.
- xxiv. Supplier shall complete site related works and activities prior to receipt of the Drive-through container scanner (Road) system for installation.
- xxv. SAT is conducted and on its successful completion, the Certificate of Installation will be signed by the Supplier and the user Commissionerate which concludes the process of installation. (Form 6, Chapter 7)
- xxvi. Supplier shall obtain the approval of AERB for conducting trials and commissioning of the Drive-through container scanner (Road) system.
- xxvii. Supplier conducts initial training of officers of the Commissionerate; the user Commissionerate conducts tests and trials for 15 days after installation.
- xxviii. After successful completion of tests and trials and training, the Supplier delivers the Drive-through container scanner (Road) system along with all other relevant materials including manuals, documents, etc. to the user Commissionerate.
- xxix. Certificate of Delivery and Acceptance will be signed by the Supplier and the user Commissionerate which completes the Delivery. (Form 7, Chapter 7)
- xxx. Supplier shall maintain the Drive-through container scanner (Road) system & the scanner facility for 2 years under warranty.
- xxxi. Supplier signs the Comprehensive Annual Maintenance Contract for the Drive-through container scanner (Road) system & the scanner facility.
- xxxii. Performance Security will be returned to the Supplier after completion of all obligations including maintenance under warranty and signing of CAMC.

1.2 Tenderers 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 submitted 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 despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (iii) “Contract” means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexure etc. therein.
  - (iv) “Contract price” means price indicated in clause 1.66 through 1.69 of this tender document.
  - (v) “Contractor” means person/company/entity engaged by Supplier for carrying out its part work after approval of purchaser.
  - (vi) “Day” means calendar day.
  - (vii) “Delivery” means supply of systems or stores in finished and completely ready for use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners of the Department or the Inspecting Authority.
  - (viii) “Drive through Container Scanner (Road)” means complete facility for scanning of containers mounted on a truck-trailer as per the specifications mentioned in the tender.
  - (ix) “Earnest Money Deposit” (EMD) means monetary guarantee to be furnished by a tenderer along with its tender.
  - (x) “E-tender” means tender floated and processed online.
  - (xi) “Goods” means the goods indicated in the List of Requirements (Chapter 3).
  - (xii) “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.
  - (xiii) “Inspecting Authority” means the authorised representative of the Department to act as Inspecting Authority for the purpose of this contract and for the purpose of ascertaining the progress of the deliveries under the contract.
  - (xiv) “L1” means the bidder whose tender is the lowest.
  - (xv) “Material” means anything used in the manufacture or fabrication of the goods
  - (xvi) “Maintenance Contractor” means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period.
  - (xvii) “Performance Security” means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.
  - (xviii) “Integrity Pact” means the pre-bid pre-contract agreement as per the format in Form – 11 which should be signed between the purchaser and the tenderer as required for tenders of Government of India.
  - (xix) “Tender Document” means the instant document.
  - (xx) “Purchaser” means the President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4th Floor, ‘A’ wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 051 and includes his successors in office, nominees, authorized representatives.
  - (xxi) “Services” means services indicated in the List of Requirements (Chapter 3)
  - (xxii) “Specification” means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
    - a) Specifications / Requirements
    - b) Drawings / Data and other relevant information for the turn key execution of contract
    - c) Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
    - d) Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.

- (xxiii) "Supplier" means the bidder to whom a contract has been awarded for supplying goods and services as per this tender
- (xxiv) "Technical specification" includes Specifications, Drawings, Documents and certificates as referred in Chapter 4 and any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.
- (xxv) "Tender" means the bid received from a tenderer
- (xxvi) "Tenderer" means a person submitting the bid
- (xxvii) "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee, after assembly ex works before the equipment is installed by the tenderer as well as the tests to be performed before installation and commissioning.
- (xxviii) "Turnkey basis "means the scheme of supply in which supplier shall be responsible for facility design, construction, installation and commissioning of equipment and the facility, tests and trials and handing over to the purchaser for operation.
- (xxix) "User Commissionerate" means the Commissionerate of Customs under whose jurisdiction the Goods have to be installed.

#### ABBREVIATIONS

AERB	Atomic Energy Regulatory Board
BG	Bank Guarantee
BL	Bill of Lading
CAMC	Comprehensive Annual Maintenance Contract
CBEC	Central Board of Excise & 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
EMD	Earnest Money Deposit
FAT	Factory Acceptance Test
FOB	Freight on Board
FOR	Freight on Road
GCC	General Conditions of Contract
GIT	General Instructions to Tenderers
GOI	Government of India
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/ 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 tenderer should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

### **QUALIFICATIONS**

1.6 The tenderer should be one of the following:

- a) Original equipment manufacturers (OEM) of the scanners to be provided;
- b) Indian subsidiary or joint venture of and authorised by (a) above;
- c) Other manufacturers of electronics/instrumentation/imaging systems who have a long term agreement ( minimum 5 years) or MoU with the OEM and authorised by the OEM to submit a tender; ( Form 2, Chapter 7)

1.7 The tenderer should have a satisfactory establishment directly or in collaboration with an Indian partner to install, commission, maintain the drive through container scanner (Road) during warranty period and on a CAMC after warranty period and provide product support. The decision of the Tender Evaluation Committee as to whether the establishment is satisfactory shall be final.

1.8 The tenderer must have had an average annual turnover of at least Rs. 60 Crore (or its equivalent in foreign currency) during the last three years and should have made profit (profit after tax) in last 3 years.

1.9 The tenderer or its OEM should have installed at least two Drive-through container scanners (Road) Systems abroad in the last seven years and should be in field of operation for more than two years. (Form 10, Chapter 7). The tenderer should also certify that he 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 joint venture or by other manufacturer authorised by the OEM. If more bids than one are received for the scanner manufactured by an OEM, the Purchaser may reject any or all such bids.

## **HOW TO BID?**

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

1.11 A Pre-Bid conference will be held on 5.8.2014 at 1100 hrs. in the Purchaser's office to give clarifications regarding the tender document. Prospective tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the tenderer they represent.

1.12 Prospective tenderers should examine the tender document carefully and if they need any clarifications, they may submit them online on [www.eprocure.gov.in](http://www.eprocure.gov.in) by 1.8.2014 at 1500 Hrs. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

1.13 Tenderer 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 Drive-through container scanner (Road) facility.

1.14 All clarifications provided in connection with above shall be put on the website [www.eprocure.gov.in](http://www.eprocure.gov.in).

1.15 The tenders should be submitted **online** on [www.eprocure.gov.in](http://www.eprocure.gov.in) in a two cover procedure. The first cover is a technical bid and the second cover will be the financial bid. The tender should be digitally signed. If the tenderer 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 Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.

1.17 Tenders should be submitted online only at CPPP website: <https://www.eprocure.gov.in/eprocure/app>. Hard copies will not be accepted.

1.18 Tenderers should follow the instructions provided in the "Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central Public Procurement Portal for procurement at <https://www.eprocure.gov.in/eprocure/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 Tenderers 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 Tenderers dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.

1.20 The Technical Bid should be as per Tender Form (see Form 1 in Chapter7) along with all relevant enclosures including the following:

- a) Scanned copy of the DD/ banker's cheque of Rs. 5,000/- (Rupees five thousand only) submitted in the Purchaser's office.
- b) Scanned copy of the Bank Guarantee of Earnest money deposit (EMD) ( Form-3)
- c) Documentary evidence to show the eligibility, qualification and capability to provide the goods and services required as per this Tender Document including the establishment for site preparation, installation, maintenance and product support.
- d) Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents.

- e) Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;
- f) Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; ( Form 2)
- g) Copies of documents defining constitution and legal status of the tenderer;
- h) Documents indicating long term arrangements with the OEM (in the event of a collaborator bidding);
- i) Documents indicate the arrangements in regard to maintenance during warranty and post warranty periods; including copies of documents long-term agreement between the tenderer and the maintenance entity, if any. ;
- j) Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;
- k) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale;
- l) Last three years certified published annual reports showing the turnover and financial results of the company;
- m) Documents in respect of past supplies made by the tenderer/ OEM.

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 financial bid should be prepared as per the Price Schedule given in Chapter 5 and uploaded as a *.pdf* document. It should have no inter-lineation, erasures or alterations and rates and amounts should be written in figures as well as in words, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

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

1.23 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 Tender Inviting Authority for the tender or the relevant contact person indicated in the tender.

#### INDIAN AGENT

1.27 If a foreign tenderer has engaged an Indian agent in connection with its tender, the foreign tenderer, in addition to indicating in the price schedule the commission payable by him to the agent if any, should also furnish the following information:

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

#### LANGUAGE OF TENDER

1.28 The tender and all subsequent correspondence shall be in English. If any literature submitted by the tenderer 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

1.29 The tenderer 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 tenderer and their representatives will also be borne by them only.

#### AMENDMENTS TO THE TENDER DOCUMENT

1.30 The Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification sought by prospective tenderer, issue addenda or corrigenda modifying this Tender Document. Such addenda or corrigenda shall be uploaded on [www.cbec.gov.in](http://www.cbec.gov.in), [www.dolcbec.gov.in](http://www.dolcbec.gov.in) and/or [www.eprocure.gov.in](http://www.eprocure.gov.in) and the tenderer should check for addenda and corrigenda before submitting his tender. Any other communication issued to the tenderers shall not be construed to amend the Tender Documents. In order to give the prospective tenderers reasonable time to the to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

#### EARNEST MONEY DEPOSIT (EMD)

1.31 The tenderer should submit EMD of Rs. 5 Crore ( Rs Five Crore) in the form of a Bank Guarantee from a scheduled commercial bank operating in India and as per the format in Form 3 and valid up to 45 days beyond the validity period of the tender by 1300 Hrs 22.8.2014. However, scanned copy of EMD shall be uploaded along with the technical bid. Tenderers, who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies and Disposals or with National Small Industries Corporation (NSIC), New Delhi are exempted from payment of Earnest money. In case the tenderer falls in these categories; they should furnish certified copy of their registration with DGS&D and NSIC, as the case may be.

1.32 If the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or extension thereto; his EMD will be appropriated. The successful tenderer's earnest money will be appropriated if he does not sign the contract and furnish the performance security within the specified period.

1.33 If the EMD is not appropriated as above, successful tenderer's earnest money will be returned without any interest, after the performance security is received from that tenderer. Unsuccessful tenderer's EMD will be returned, without any interest, not later than 45 days after the expiry of the tender validity period.

#### PRE-CONTRACT INTEGRITY PACT

1.34 The Tenderer shall have to enter into a pre-contract integrity agreement with the Purchaser while submitting the bid in the format provide in Form 11, Chapter 7.

1.35 In case of the successful Tenderer, a clause would be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation, as contained in Form 11, shall be applicable for forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

#### TENDER VALIDITY

1.38 The tenders should remain valid for acceptance for a period of 270 days (Two Seventy 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 Purchaser, the tender validity shall be automatically extended up to the next working day.

1.39 In exceptional cases, the Purchaser may request the tenderer to extend the validity of their tenders upto a specified period. The tenderers, who agree to extend the tender validity, should do so without any change or modification of their original tender and they should also extend the validity period of the EMD correspondingly.

#### ALTERATION AND WITHDRAWAL OF TENDER

1.40 The tenderer, after submitting its tender, may alter / modify its tender online within the deadline for submission of tenders. Alterations/modifications to tenders are not possible after the prescribed deadline.

1.41 No tender can be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

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

#### OPENING OF E-TENDERS

1.42 The Purchaser will open the Technical bids at 1500 hours on 22.8.2014. If this date falls on/ is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.

1.43 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.

1.44 The first cover, i.e. technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document. If the details/data given in the technical bids are found in conformity with the technical specifications prescribed in Tender Document, testing of the models offered by the Tenderers shall be carried out to ascertain the actual performance of the systems, including visit to the sites where such Drive-through container scanner (Road) have been installed by the tenderer. The tenderer shall be responsible to arrange necessary permission from the authorities concerned to enable such visits by the Purchaser and/or his representative(s) to witness the demonstration of the X-ray based Drive-through container scanner (Road) installations. All cost of demonstration shall be borne by tenderer.

1.45 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated. All Tenderers whose technical proposals have been found acceptable will be informed about the time and date the opening of the Price Bids.

## BASIC PRINCIPLE

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

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

## PRELIMINARY SCRUTINY OF TENDERS

1.48 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.

## MINOR INFORMALITY / IRREGULARITY / NON-CONFORMITY

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

## SCRUTINY AND EVALUATION OF TENDERS TECHNICAL BIDS

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

- a) Is the bidder eligible and qualified to submit the tenders?
- b) Does the tender conform to all the Instructions to Tenderers?
- c) Are the goods and services offered as per the Schedule of Requirements and Specifications?
- d) Is the bidder capable of providing the goods and services?

## PRICE BIDS

1.51 In the second stage, Price bids of bidders whose technical proposals are acceptable will be opened, scrutinised and evaluated. 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) Bids of all tenderers will be converted into Indian Rupees for comparison. Any part of the bid not in Indian Rupees will be converted at the exchange rates established by the State Bank of India for similar transactions, as on the date of opening of the Price bid.
- b) The lowest tenderer (L1) shall be determined on the basis cost of Drive-through container scanner (Road) system plus the scanner facility as well as net cash outflow from the Purchaser in the first eight years after completion of warranty period after commissioning, for all locations taken together. Future cash flows towards CAMC, for

this purpose shall be converted into “*net present values*” by using the discounted cash flow procedure @ 9% per annum. The net cash outflow will be as under: -

Net cash outflow = (P) + (M) where (P) = Contract Price of the system & facility and (M) = Sum of discounted annual maintenance charges for eight years

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

Sl. No.	Payments	Discounting factor	Net Present Value
	A	B	A / B
1	1st Year CAMC advance	1.19	
2	1st Year CAMC balance	1.30	
3	2nd Year CAMC advance	1.30	
4	2nd Year CAMC balance	1.41	
5	3rd Year CAMC advance	1.41	
6	3rd Year CAMC balance	1.54	
7	4th Year CAMC advance	1.54	
8	4th Year CAMC balance	1.68	
9	5th Year CAMC advance	1.68	
10	5th Year CAMC balance	1.83	
11	6 <sup>th</sup> Year CAMC advance	1.83	
12	6 <sup>th</sup> Year CAMC balance	1.99	
13	7 <sup>th</sup> year CAMC advance	1.99	
14	7 <sup>th</sup> Year CAMC balance	2.17	
15	8 <sup>th</sup> Year CAMC advance	2.17	
16	8 <sup>th</sup> Year CAMC balance	2.36	
Sum of total discounted AMC charges (M)			

1.52 Notwithstanding inclusion of CAMC charges in the evaluation criterion, the Purchaser reserves the right to get the maintenance done from any other service provider. All duties and taxes forming part of the Proforma in Chapter 5 shall be taken into account for purpose of evaluation of bids.

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

1.54 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.

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

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

#### SELECTION OF SUCCESSFUL BIDDER

1.57 Subject to clause 1.58 below, the lowest evaluated responsive tenderer will be the successful bidder and he will be awarded the contract.

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

1.58 The Purchaser reserves the right:

- a) to disqualify one or more tenderers 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; or
- c) to cancel the tendering process and reject all tenders at any time prior to award of contract.

The Purchaser shall not be liable to any affected tenderer or tenderers for the above decisions.

#### **CONTRACT FOR GOODS AND SERVICES**

##### NOTIFICATION OF AWARD

1.59 Before expiry of the tender validity period, the Purchaser will notify the successful tenderer in writing, by registered / speed post or by fax (to be confirmed by registered / speed post) that it's tender for goods & services, has been accepted. EMD of all other bidders would be returned.

##### SIGNING OF CONTRACT

1.60 Immediately after notification of award, the Purchaser will mail the contract form, draft of which is given in Chapter 6, to the successful tenderer by registered / speed post, which the successful tenderer should sign with purchaser within 15 days from the notification of award as per mutually agreed date. Until the contract is signed, the notification of award shall constitute the conclusion of the contract. The manufacturer/supplier/tenderer shall notify the Government of India for any material change in the status, in particular, where such change would impact on performance of the obligations under the contract.

##### PERFORMANCE SECURITY

1.61 The successful tenderer must submit performance security within fifteen days from the date of this notification.

##### CONTRACT FOR CAMC

1.62 A separate Comprehensive Annual Maintenance Contract of the system shall be signed for post warranty period.

#### **MISCELLANEOUS**

##### CONTACTING THE PURCHASER

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

1.64 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 tenderer should 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 PURCHASER

1.65 If the successful tenderer fails to sign the contract or provide performance security within time, his EMD will be forfeited and further actions as deemed necessary by the Purchaser will be taken against him.

#### CONTRACT PRICE

1.66 The Contract Price of the scanner shall be the price for delivery at the place of installation, and it shall be firm and fixed price subject to variation in Indian duties and taxes but not subject to any escalation whatsoever. It shall also include the cost of Site Preparation & Services, Supply & Delivery, Installation & 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 as applicable.

1.67 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 Drive through Container Scanner (Road) System is being manufactured.

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

1.69 Annual Maintenance charges for post warranty maintenance shall include the cost of spare parts that will be required to be replaced, inclusive of taxes and duties on the spare parts. Service tax/ education cess on the contract charges shall be mentioned separately. The service tax/ education cess shall be reimbursed as per actual.

#### DUTIES AND TAXES:

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

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

1.72 The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, payment of duties and taxes shall be made as per actual and the statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. However, the variations shall not apply to any duties or taxes on the raw material.

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

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

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

1.76 The Supplier shall intimate to the Purchaser the anticipated delivery date of the Systems, 30 (THIRTY) days in advance of the anticipated date of delivery.

#### STAGES AND METHOD OF PAYMENT

1.77 The Purchaser will pay the Supplier the following amounts, if the Supplier completes the work at each stage and produces billing documents.

S. No.	Stage	Amount & currency	Payment	Billing documents which the Supplier has to produce
1	Advance (on request from the Supplier)		*Up to 20% of the ex-duty/ tax cost. (as soon as possible after signing the contract).	1. Claim as per Form 8 2. Evidence that the Supplier has given the performance security. 3. Supplier's commercial invoice in quadruplicate. 4. Bank Guarantee for an amount equal to the advance sought.
2	Upon completion of installation and commissioning of scanner		*80% of the ex-duty/tax cost minus advance, if any, paid.	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate for the amount. 3. Installation Certificate issued by the Commissionerate in Form 6.
3.	Upon completion of delivery and handing over of scanner		*20% of the ex-duty/tax cost	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate. 3. Certificate of delivery and acceptance of scanners issued by the Commissionerate in Form 7 4. Additional 10% Bank Guarantee as per para 2.9
4.	Duties and taxes		100% on payment	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate. 3. Documents showing evidence of payment of duty/ taxes.

\*: PART OF THE CONTRACT PRICE NOT IN INDIAN RUPEES WILL BE CONVERTED AT THE EXCHANGE RATES ESTABLISHED BY THE STATE BANK OF INDIA FOR SIMILAR TRANSACTIONS, AS ON THE DATE OF RELEASE OF PAYMENT.

#### FIRM PRICE / VARIABLE PRICE

1.78 The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account except the taxes and duties, if any, chargeable on the goods which will be payable on actual basis. The Manufacturer / supplier shall accord 'most favoured client' status to the purchaser vis-à-vis its other Clients / buyers of its equipments/ machines / goods etc. and shall always give the most competitive price for its machines / equipments supplied to the Purchaser.

TITLE AND RISK

1.79 Title to and risk of the systems shall pass on to purchaser upon delivery and acceptance thereof by the purchaser after signing of certificate of delivery and acceptance as provided in Form 7.

PUBLICATION OF TENDER RESULT

1.80 The name and address of the successful tenderer receiving the contract will be displayed on the notice board and web site [www.cbec.gov.in](http://www.cbec.gov.in), [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.dolcbec.gov.in](http://www.dolcbec.gov.in).

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## CHAPTER 2

# CONDITIONS OF CONTRACT

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

### USE OF CONTRACT DOCUMENTS AND INFORMATION

2.2 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the Supplier 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 Supplier shall not, without the Purchaser'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 Supplier, each and every other document mentioned in para 2.2 above, shall remain the property of the Purchaser and, when advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under this contract.

### PATENT RIGHTS

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

### 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 twenty one days of the issue of notification of award by the Purchaser, the Supplier, shall furnish performance security to the Purchaser for an amount equal to ten per cent of the Contract Price, valid up to forty five (45) days after the date of completion of all contractual obligations by the Supplier, including the warranty obligations and signing of CAMC.

2.8 If the contract is amended, the Supplier 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 The Performance security or its amendments shall be denominated in Indian Rupees or in the currency of the contract and shall be in the form of a Bank Guarantee issued by a commercial bank in India, as per Form 4. An additional Security / Bank Guarantee equal to 10% of the Contract Price shall also be furnished, as per Form 4; after commissioning before release of the final stage payment. This performance cum warranty shall remain valid for a period of 1year from the date of completion of work. .

2.10 If the Supplier fails to fulfil its obligations in terms of the contract, the Purchaser shall appropriate the performance security and additional security. Otherwise, the purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations.

#### PACKING AND MARKING

2.11 The packing for the goods to be provided by the supplier 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 supplier 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 Purchaser and/or his representative(s) will, carry out Factory Acceptance Tests (FAT) as per the terms of the contract at the Supplier's premises or the premises of the sub-contractors of the Supplier 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 II, titled "Parametric Test and Inspection for Acceptance." All cost for carrying out, including travel, stay, etc., FAT shall be borne by the supplier.

2.13 The Purchaser 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 Supplier 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 Supplier shall decide the dates for FAT/SAT so as to enable him to deliver the goods and services within the delivery schedule given in the contract and inform the purchaser 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 Supplier who shall provide all reasonable facilities and assistance, including access to relevant drawings, design details and production data to the Purchaser's inspector(s). If the goods fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier 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 Purchaser'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 Purchaser and hence all commercial documents should be in the name of Purchasers only. The Supplier 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.

ADDITIONAL GOODS/SERVICES

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

WARRANTY

2.19 The Supplier 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 Purchaser in the contract. The Supplier 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 Supplier that may develop under normal use of the supplied goods under the conditions prevailing in India. The Supplier also warrants that the goods are not subject to any security, interest, lien or any other encumbrance. The Supplier 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 trouble shooting, etc. of System. The engineer will also train and advise the Purchaser's personnel (the Purchaser's staff) on working and maintaining the machinery and other equipments 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 entire work.

2.21 The Purchaser shall promptly notify the Supplier in writing any claim arising out of this warranty. On receiving such notice, the Supplier shall, within 24 hours repairs or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.

2.22 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 Purchaser.

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

2.24 The Supplier shall obtain similar guarantees from each one of his Contractor/ Sub-contractors. However, the overall responsibility shall lie with the Supplier

#### ASSIGNMENT

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

#### SUB-CONTRACTS

2.26 The Supplier shall notify the Purchaser in writing of all sub-contracts which he awarded under the contract. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

2.27 Any sub-contract awarded by the Supplier shall comply with the requirement of country of origin in clause 2.6.

2.28 The Supplier shall not sub-contract for facility construction/ works without the approval of the Purchaser.

#### MODIFICATION OF CONTRACT

2.29 Within the general scope of the contract, the Purchaser may, by a written order given to the Supplier 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 Purchaser;
- b) Alteration/ additions in construction, works;
- c) Additions in scope of services to be provided by the Supplier;
- d) Any other area(s) of the contract, as felt necessary by the Purchaser 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 Supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by the Purchaser, the Supplier shall convey its views to the Purchaser within fifteen days from the date of the Supplier's receipt of the Purchaser's amendment / modification of the contract.

#### TAXES AND DUTIES

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

#### FORCE MAJEURE

2.32 The Supplier 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 Supplier and not involving the Supplier's fault or negligence and not brought about at the instance of the Supplier claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion,

sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

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

2.34 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 Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described in above paragraphs.

#### DELAY IN THE SUPPLIER'S PERFORMANCE

2.36 If the Supplier fails to deliver the goods and perform the services under the contract within the delivery schedule, unless such failure is due to a *Force Majeure* event, the purchaser 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 Supplier encounters conditions which may delay delivery of the goods and performance of services, he shall inform the Purchaser in writing and seek extension of the delivery schedule. The purchaser 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 Purchaser 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 Supplier shall not despatch the goods after expiry of the delivery period. If there is delay, the Supplier should obtain an extension of delivery period from the Purchaser before despatch. If the Supplier 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 Purchaser.

#### LIQUIDATED DAMAGES

2.39 If the Supplier 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 Purchaser shall, without prejudice to other rights and remedies available to the Purchaser 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 supplier, 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 purchaser 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 completion of the tests and inspection (FAT/SAT) the Purchaser shall notify the Supplier by post/courier 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 Supplier 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 Supplier 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 purchaser shall within ten (10) days after completion of the said further trials or tests, advise the Supplier by post/courier/ fax, of its acceptance or rejection of the tests. In the event of rejection, the purchaser will state the reason(s) why the test fails to satisfy the requirements of the contract and/ or specifications.

#### TERMINATION FOR DEFAULT

2.42 Without prejudice to any other contractual rights and remedies available, the Purchaser may, by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the delivery period specified in the contract, or within any extension thereof granted by the Purchaser.

2.43 If the Purchaser terminates the contract in whole or in part, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

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

#### TERMINATION FOR INSOLVENCY

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

#### TERMINATION FOR CONVENIENCE

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

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

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

#### GOVERNING LANGUAGE

2.48 The contract shall be written in English language. The purchaser and Supplier 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 If any dispute or difference arises between the purchaser and Supplier in connection with the contract, it shall be resolved amicably through mutual consultations failing which it shall be referred to the sole arbitration of an Officer in the Ministry of Law and Justice, Government of India appointed to be the arbitrator by the Secretary, Department of Legal Affairs, Government of India. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the Contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.

2.52 In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, shall be lawful for the Secretary, Department of Legal Affairs to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

2.53 Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

2.54 Subject as aforesaid, the Indian law will be the governing law in the matter of any dispute, and the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or replacement thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this para.

2.55 If the value of the claim in a reference exceeds Rs. 1 lakh, the arbitrator shall give reasoned award.

2.56 The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Arbitrator may determine.

#### APPLICABLE LAW

2.57 This contract shall be governed by the Laws of India for the time being in force. Subject to the clauses on arbitration above, the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.

#### DEFENCE OF SUITS

2.58 If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier 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 Supplier shall in all such cases indemnify and keep the Purchaser 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.

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## CHAPTER 3

# SCHEDULE OF REQUIREMENTS

### SCOPE OF WORK

3.1 The Supplier shall supply the following goods and services. The cost of all of the following, except CAMC and Product Support is included in the cost of the Drive-through container scanner (Road):

- i) Supply, install and commission X-ray based Drive-through container scanner (Road) System and associated equipment like Weighbridge, DG set, UPS, etc;
- ii) Carrying out site works and providing site services;
- iii) Obtaining regulatory and statutory clearances;
- iv) Training of staff of user Commissionerate in the operation and use of the Drive-through container scanner (Road);
- v) Delivery of the Drive-through container scanner (Road) to the user Commissionerate;
- vi) Maintenance of the Drive-through container scanner (Road) for two years under warranty including supply of spare parts and consumables;
- vii) Comprehensive Annual Maintenance under a contract (hereinafter referred to as CAMC) including supply of spare parts and consumables for a period of eight years after completion of warranty period of two years;
- viii) Product Support for fifteen years after the two year warranty period;
- ix) Provide upgrades from time to time.

### SUPPLY, INSTALLATION AND COMMISSIONING

3.2 The Drive-through container scanner (Road) Scanner should be supplied, installed and commissioned at (i) JNPT, Uran District, Maharashtra, (ii) Mundra Port, Gujarat and (iii) International Container Transshipment Terminal, Vallarpadam SEZ, Cochin, Kerala at the location indicated in Appendixes III. The Drive-through container scanner system (Road) and the facility should meet the specifications and technical details indicated in Chapter 4 and should be designed to provide a minimum through-put of over 100 containers (40') per hour.

3.3 The supply, installation and commissioning are deemed to be completed once the Certificate of Installation is signed by the Supplier and the user Commissionerate.

### 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 Supplier shall obtain all requisite clearances in this regard and shall also make payment of fee/ processing charges/ deposits, as required. Further, the Supplier will be required to provide type test certificate from AERB for the Drive-through container scanner (Road) System being offered either along with the bid or prior to completion of technical evaluation of the offers. Wherever, the application for approval has to be obtained by the Purchaser, the Supplier 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 and Detailed Project Report (DPR) to concerned port authorities through user Commissionerate 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 and installation activities undertaken by the successful bidder will be supervised by representatives of user Commissionerate. The successful bidder shall also appoint consultant, duly approved by Directorate of Logistics, to oversee civil, electrical and mechanical works. Schematic layouts the facility and O&M building are enclosed in Appendix IV and V respectively.

## SITE WORKS

3.7 The site works will have to be carried out on developed/ undeveloped piece of land. Hence, the Tenderer 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 following officers during the site visit for obtaining relevant information relating to site and other associated activities required for installation and commissioning of container scanner system.

Location	contact address
Mundra	Commissioner of Customs, Custom House, Near Balaji Temple, Kandla: Phone 02836-271468, Fax: 02836- 271467
Cochin	Commissioner of Customs, Custom House, Willingdon Island Kochin: Phone: 0484 – 2668068, Fax: 0484 – 2667632
Nhava Sheva	Commissioner of Customs (Import), Jawaharlal Nehru Custom House, Nhava Sheva, Dist. Raigad, Phone: 022-22620845, Fax: 022- 27243245.

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

3.8 In general, the site works involve construction of RCC framed structure building, RCC column & roof shed, concrete pad, 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 (by Port Authority) 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.

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

- Foundation of the structure/buildings should be decided based on the geotechnical survey carried out by the contractor for all the sites. 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.

- b) Structure/ building should be designed for site specific strata (obtained through geo-technical 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 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 13920-1993. 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 tenderer 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. 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 at the respective Ports. Similarly, design of the boundary wall/ fencing, gates, etc. will be as existing/ planned in the respective Ports.
- f) Flooring and dado should be of granite/vitrified tiles/kota stone with PVC/ Anti-skid ceramic/IPS-Hardonite/ acid resistant, etc. depending upon the use of the area. Metallic components, wherever used within the Facility should be of rust free steel. Hand rails, wherever used, should be of approved design in austenitic stainless steel pipes/ plates.
- g) Boom-barriers, operable from the check-in/check-out counters, should be of approved design and materials.
- h) Provision of one ladies toilet, which could be in combination with gents' toilet. All sanitary fitting & fixtures shall be of heavy duty, ISI marked. Toilets shall have wash basins, mirrors, towel rails, liquid soap dispensers etc. and all necessary connections & valves. Pantry shall be provided with kitchen sink with fittings, instant water heater, water cooler having purification system, etc.
- i) Adequate provisions shall be made to detect and mitigate fire of any kind in the Facility. For this purpose, the Supplier may have to construct and install an appropriate firefighting system. Water for firefighting will have to be drawn from the nearest source, if available, or it may have to be tankered and stored in underground RCC tank.
- j) Building should be friendly to physically challenged persons.
- k) Storage capacity of the fuel to operate DG sets for three days.

3.10 Equipment/ components/ systems/ assemblies, materials, etc. available in India should only be used in constructing and equipping the Facility. Furniture & fixture required for the Facility shall be of approved numbers and quality. All materials & items used in the construction of Facility should 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, testing and commissioning of:

- 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) Supply of cables & trays, cabling and terminations at various electrical panels/ equipment of the Facility for power supply distribution.
- f) Supply & installation of high static electricity & lightning protection systems.
- g) Concealed lighting distribution boards (LDB), lighting panels/switch boards/ sockets, power receptacles, lighting fixtures and accessories within the Facility plot.
- h) Supply & installation of DG set of suitable rating for the operation of the scanner & Facility as a whole.
- i) Integration of DG power with commercial power supply with auto switch-over.
- j) Supply & installation of day oil tank & oil storage tank and oil transfer arrangement for DG set.
- k) 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.
- l) 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.
- m) Supply & installation of separate grounding arrangement for electrical and electronic systems insulated from each other.
- n) 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 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 Supplier.

3.13 It will be the responsibility of Supplier 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 Purchaser) having energy saving features.

3.14 General requirements of Civil and Public Health 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 Purchaser 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 Supplier at no extra cost to the Purchaser. 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 fulfillment 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 Purchaser, will be derived and paid as per schedule given in Form 12( Unforeseen Changes/alterations).

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 and post-warranty periods 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. once in three years;
- 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;
- vii) Maintaining horticulture /landscape within the facility;
- viii) Sweeping of floors/ walls/roof, and cleaning of toilets, dusting of furnishing;
- ix) Cleaning of drainage, ducts, trenches, etc.

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 Supplier 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 Supplier at his own cost.
- b. Providing support services for the Supplier'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 Supplier's custody etc. as required.
- c. Maintaining proper documentation of all the site activities undertaken by the Supplier as per the proforma mutually agreed with the Purchaser and/or his representative.
- d. Providing 'Industrial Relations' unit and 'Medical' unit to take care of his erection staff. Purchaser 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 Purchaser other regulatory authorities at any time during the course of construction.

#### SITE ORGANISATION

3.19 Site is located on the main Roadway, where movement of containers takes place on the regular basis. As such, site is continuously being used by the Roadways and any work undertaken has to take into consideration the regular movement of containers on the road. As



such, appropriate standard operating procedure will have to be prepared in consultation with concerned port authorities before commencement of the work. Supplier 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 Supplier will responsible providing the following site facilities during the execution of the project:

- a. Supplier 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 Supplier must obtain approval from the Purchaser or his representative of the size, type, condition, location, access and services proposed. Purchaser'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 Supplier's name and that of his site engineer.
- d. Supplier shall provide his own on-site / off-site telephone facilities. The Supplier 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 Supplier 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 Supplier for the reasonable use of both his and his sub-Supplier's employees, and his staff and employees of other Suppliers.
- f. Supplier 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 / Consultant or any other government authorities.
- g. Supplier shall be responsible for provision of suitable temporary storage facilities.
- h. The erection of sign boards or posters will not be allowed without Purchaser's or his representative's approval of the size, type, location, wording, etc.
- i. Use of Motor Vehicles, Parking and Cycle Sheds Parking facilities and cycle sheds would be provided by the Supplier in a compound within the site boundary but outside the security fence of the construction area and as near to the site access as possible. Only authorised vehicles shall enter the construction area and these must display the vehicle pass issued by the Supplier. Designated parking spaces shall be allocated near the main site office for the Supplier's and the Purchaser's or his representative's staff.

#### SITE RESTRICTIONS

3.21 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any adjoining land and the Supplier shall take necessary action to prevent trespassing and

shall follow all security regulations and access control as enforced at site by the Purchaser or Roadway authorities or their representatives in regard to men & material movement.

#### SITE ACCESS

3.22 Supplier 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 Supplier shall initially, train five customs officers (to be nominated by the user Commissionerate) in the operation and use of the Drive-through Container Scanner (Road) System. Thereafter, the Supplier shall train Customs officers nominated by the Commissionerate once every six months during the warranty and CAMC period. The training should take place in an environment where each participant has access to a workstation of his/her own. The training programme (class room, 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.

#### TESTS AND TRIALS

3.24 After installation and commissioning, the Supplier and the user Commissionerate 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 supplier. 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 Supplier shall deliver the Drive-through Container Scanner (Road) System and all related equipment, manuals, etc. to the user Commissionerate. The delivery will be completed when the Supplier and the user Commissionerate sign the Certificate of Delivery and Acceptance as provided in Form 7. Decisions of the Purchaser as to compliance or non-compliance with the requirements shall be final and binding upon both parties hereto.

#### DELIVERY SCHEDULE

3.26 The Supplier shall deliver the Drive-through Container Scanner (Road) System to the user Commissionerate within NINE MONTHS from the date of notification of award.

#### TERMS OF DELIVERY

3.27 Until the delivery is completed, the Drive-through Container Scanner (Road) System and all its associated systems & equipment are the responsibility of the Supplier. Accordingly, its packing, transport, insurance, clearance through Customs, handling, maintenance and upkeep until the delivery shall be to the responsibility of the Supplier and to his account.

3.28 Any loss or damage to the Drive-through Container Scanner (Road) System & associated equipment during handling, transportation, etc. until completion of delivery shall be to Supplier's account. The Supplier shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.

#### PROGRESS AND MONITORING

3.29 Within 15 days of the notification of award of contract, the Supplier 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 Drive-through Container Scanner (Road) System and its associated systems & equipment. If the Purchaser so requires, the Supplier shall discuss the Time Bar /PERT Chart with the Purchaser and revise it. Time Bar Chart/PERT Chart will be used to periodically review the progress of the project. The Purchaser through its representatives may convene periodic monitoring meetings with the supplier/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 Purchaser. The facilities, labour and materials necessary for the safe and convenient conduct of such inspection shall be furnished by the Supplier without extra charge.

#### GENERAL MAINTENANCE REQUIREMENTS

3.30 The drive-through container scanner (Roads) will be required to operate 24X 7 and the supplier shall offer satisfactory service during warranty period of two years and post warranty maintenance under CAMC for eight years the tenderer 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 Drive-through Container Scanner (Road) System and its associated systems & equipment. The tenderer 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 tenderer and the maintenance contractor should clearly specify that the tenderer 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 Drive-through Container Scanner (Road) System.

#### WARRANTY MAINTENANCE

3.32 During warranty period, the Supplier or, as the case may be, the Maintenance contractor shall set right the Drive-through Container Scanner (Road) 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 Supplier must deploy only qualified and experienced staff in maintenance activities. The spare parts whatever required shall be provided by the supplier free of cost.

#### POST WARRANTY MAINTENANCE

3.33 Scope of CAMC 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 CAMC all parts/components shall be repaired / replaced by the Supplier or, as the case may be, maintenance contractor. No extra payment shall be made for replacement of parts.

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 not be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the Drive-through Container Scanner (Road) System remains non-operational continuously beyond this time limit, 1% of the CAMC charges will be deducted for every such day or part thereof.

3.36 The Supplier 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 CAMC charges will be deducted.

3.37 Every year, 50% of CAMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Form 5 issued from any scheduled Bank for the same amount. The balance amount, after due adjustments as per paras 3.35 and 3.36 above, would be paid after satisfactory completion of maintenance for one year and on production of the Verification Report issued by the User Commissionerate. Service Tax & Cess will be paid extra on submission of proof of payment.

#### PERFORMANCE SECURITY

3.38 At the time of signing the CAMC, the tenderer shall submit Performance security equivalent to 5% of the value of the contract in the form of Bank Guarantee from any Scheduled Commercial Bank as per Form 4. The Guarantee will remain valid during the currency of the contract.

#### SPARES AND TOOLS

3.39 The Supplier 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 Drive-through container scanner (Road) 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.

#### PURCHASER'S RIGHT TO TERMINATE THE MAINTENANCE CONTRACT

3.40 Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the Supplier 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

3.41 The Supplier 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 Supplier 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).

3.42 Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.

3.43 Any software upgrades developed by the Supplier during the warranty and the post warranty period should be made available to the Purchaser at no extra cost and should be delivered and installed in a prompt and efficient manner. The Supplier should install and train the operator with software upgrades.

#### DISASTER MANAGEMENT

3.44 The supplier has to provide detailed disaster management plan to meet any eventuality, which may arise during the operation of drive-through container scanner. 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

3.45 The Supplier shall document design, manufacture, inspection, testing, site works & services, installation, commissioning, test & trials, operation & maintenance, quality assurance and delivery of Drive-through Container Scanner (Road) System and its associated systems & equipment. The complete documentation work shall be in English.

3.46 Relevant documents as required by the Purchaser 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 Purchaser, both in soft & hard copies, after the completion of the contract.

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## CHAPTER 4

# SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

4.1 Drive-through X-ray Container Scanner 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. fire arms 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 Drive-through Container Scanner System shall be an X-ray based system which should enable the scanning of containers loaded on truck-trailers moving at a speed varying between 2-10 kmph without the need for drivers to get down from the truck. The scanner system shall meet the following requirements:

<i>System requirements</i>		
1	<b><i>X-Ray generator</i></b>	Dual energy: High – 6MeV (Nominal); Low – within a differential of 2 to 3 MeV.
2	<b><i>Penetration</i></b>	Minimum 320 mm of steel
3	<b><i>Scan speed</i></b>	a) Should be able to scan the conveyance being driven at a speed of 2-10 kmph. Higher speed would be preferred. b) Suitable sensors should be provided to measure the speed of the conveyance and to carry out necessary adjustment, if required, in the system.
4	<b><i>Wire detect ability in free air</i></b>	1 mm or better
5	<b><i>Contrast sensitivity</i></b>	1% or better
6	<b><i>Spatial resolution (at any location in the container)</i></b>	5 mm or better at any location
7	<b><i>Scan size</i></b>	Should scan the entire 40 foot container carried on a truck-trailer and display the transmitted scan image from a height of 0.3 meters above to the top of the container without missing any area or corner cut-off. The scanner shall not scan the driver’s cabin.
8	<b><i>Material discrimination</i></b>	Capability to distinguish between organic, inorganic, metallic, plastics, and intermediate materials.
9	<b><i>Threat detection</i></b>	Image processing should 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.
10	<b><i>Density threshold alert</i></b>	It should be possible to alert the operator of presence of non-penetrating materials along with audio alarm
11	<b><i>Release/Hold decision</i></b>	Should have the capability to tag an image as ‘suspect’ or ‘non-suspect’ and store the decision with the image data set.

12	<b>Image quality</b>	Should 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	<b>Detectors</b>	Any detectors to achieve the performance requirements as above.
14	<b>Image processing</b>	Should have the following minimum features: a) Zoom-in (up to 16 X) zoom-out (1/4 <sup>th</sup> ), pan, scroll, density expands, edge enhancement, reverse video, brightness & contrast adjustment, etc. b) Pseudo coloring (at least 16 pseudo colour) , ruler functions c) ROI (Region of Interest) processing d) Original image and processed image - to allow attending operator to alternate between the original and processed images in the same window e) Negative and positive image toggling f) Filtering functions g) Gray scale re-mapping and adjustment h) Shape marking or text annotations highlighting suspicious area. i) Histogram- liner, non-liner defined functions j) GUI- menu bar, tool bar, in-put window, main inspection window, whole scan image window, etc. k) Image depth-16 bits The above features shall be available on each workstation supplied.
15	<b>Data/Image Processing Hardware</b>	a) 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. b) Monitors should be minimum 24" flat LCD (TFT) colour having resolution 1920X 1080 or better. One of the displays should be on a reasonably larger screen (over 60") without any distortions or loss of resolution. c) Printer should 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 should have multifunction capability such as scanner, copier, etc.
16	<b>Image inspection station (per site of installation)</b>	a) Image inspection station (IIS) must have a minimum of six sets of workstations (including two for remote location inspection) and provision to add at least two more, if work load demands.

		b) Each work station shall be supplied such that the operators perform independent inspection activities, simultaneously or sequentially.
17	<b>Net-working</b>	<p>a) Scanner operation station, Image inspection station, Check-in, check-out posts, Remote inspection Areas (MIA) should be connected through wide area network.</p> <p>b) Workstations, Servers, Control stations linked through local area network allowing error free data flow for uninterrupted operation.</p> <p>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 requisite software and hardware.</p>
18	<b>Redundancy features</b>	Adequate redundancy features should be provided to minimise single point of failure in the system leading to non-availability of the scanner.
19	<b>Sensors</b>	<p>a) Adequate number of sensors should be provided to detect when the truck-trailer is approaching, entering and exiting the Scanner Facility.</p> <p>b) Sensors should detect the height of the truck so as to protect the scanner system from over-dimensioned conveyance, if any. A bye-pass lane should be provided for such conveyances.</p> <p>c) Sensors should be provided to measure the speed of the conveyance and to carry out necessary adjustment, if required, in the system.</p> <p>d) Sensors should detect presence of any car or other passenger vehicle; if accidentally pass through, so that these are not scanned.</p> <p>e) Sensors should be provided to detect the gap between the driver's cabin and the cargo container loaded on to the trailer, which could be as low as 500 mm. X-ray generator shall not be ON unless the driver's cabin has fully passed the scanner system and start of the container is recognised.</p> <p>f) Sensors should be provided to determine the end of the cargo container such that the X-ray generator is put OFF as soon as the end of the container is detected.</p> <p>g) Sensor should be provided to detect any conveyance if stalled while being scanned and should put OFF the X-ray generator.</p> <p>The sensors for the above purposes should be based on diverse technologies and should also have redundancy in them.</p>
20	<b>Safety interlocks</b>	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>a) The conveyance is only truck-trailer containing standard ISO containers are identified for scanning. It shall be ensured by devising appropriate algorithm.</p> <p>b) The conveyance is moving at the requisite speed (2-10 kmph). Higher speed would be preferred.</p> <p>c) Driver's cabin has completely passed the scanner and start of the container is detected.</p> <p>d) Conveyance has not got stalled during scanning process.</p> <p>e) End of the container has not been detected.</p> <p>Safety interlocks should be achieved by various electrical, electronic, optical and magnetic technologies which should ensure failsafe operation of the scanner system.</p>
21	<b>Regulatory requirements for Radiation Safety</b>	<p>a) Drive-through X-ray Container Scanner System must comply with the regulations of Atomic Energy Regulatory Board (AERB) of India and Supplier should produce a no-objection certificate (NOC) for import from AERB along with the Tender or prior to completion of technical evaluation of the offers.</p> <p>b) Radiation dose at the exclusion zone boundary shall not exceed 1 <math>\mu\text{Sv/hr}</math>. (instantaneous).</p> <p>c) Appropriate failsafe electrical, electronic and optical mechanisms shall 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 should be safe for food, vegetables, pharmaceuticals, clothing, active medical supplies, electronic data media, or other commonly traded goods. Dose on cargo per Scanning shall not exceed 100 <math>\mu\text{Sv}</math> (10mR).</p>
22	<b>Radiation survey meters (per site of installation)</b>	The system should be supplied with two radiation survey meters which should 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 should not get saturated / paralysed in high radiation fields. The monitors should be calibrated for ambient dose equivalent.
23	<b>Radiation dosimeters (per site of installation)</b>	The system should 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	<b>Electrical safety</b>	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	<b>Data security</b>	All data and analytical results shall be secured with three levels of user access control viz. operator, supervisor, and administrator

26	<b>Security &amp; Safety (per site of installation)</b>	<p>a) Minimum four CCTV cameras (one with PTZ camera having facility to view from remote location) with DVR capable of saving more than 12 hour long 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 shall be displayed on a control panel.</p> <p>c) Provisions should be made to protect the scanner system from being damaged by the truck-trailer while driven through the scanner portal.</p>
27	<b>Auto-shout down/ emergency stop</b>	<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 should be installed in the scan control office and in radiation management area.</p>
28	<b>Self-diagnostic</b>	Scanner and its associated systems should have built-in self-test and fault diagnostic capability/facility.
29	<b>Optical character recognition/ identification number capture</b>	<p>a) The system should be equipped to capture the number of the container and convert it into characters with an efficacy of 95% or better.</p> <p>b) It should also capture the image of the number so that if there is an error, the operator can correct it.</p> <p>c) It should be possible to integrate the captured number with the image of the container obtained during scanning operation.</p>
30	<b>Weigh bridge</b>	An electronic weigh bridge, capable of weighing up to 70 MT, within an accuracy of $\pm 0.02\%$ , should be provided. It shall be of weigh-in-motion type so as not to limit the through-put of the scanner system. It should be possible to integrate the measured weight of container with its image obtain during scanning operation.
31	<b>Inter-linkage with the Customs EDI network</b>	<p>a) System should be able to receive IGM information in respect of the containers being scanned from the Customs EDI network 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 should store the image and data in the server.</p> <p>c) System should permit export of the image as a .pdf or .jpeg file to any computer linked to internet or to hand held devices.</p> <p>d) System should enable remote login with full functionality into the server by officers from anywhere in the country.</p>

32	<b>Data storage, back-up/ recovery</b>	<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 should 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 should be independent from the process of collecting image data.</p>
33	<b>Cargo viewing</b>	<p>a) System should be provided with suitable software, which would enable the image interpreter to interpret the content of the goods stuffed in the container.</p> <p>b) The software should be able to discriminate images of various goods/commodities, which would enable interpreters to make fair assessment of the goods contained in the containers.</p> <p>c) The software should be able to alert the operator, in case of some contraband or any targeted commodity is encountered during scanning.</p> <p>d) Scanner system should 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 should have function to combine a suspicious marked image, inspector's comments and cargo information data from the database of the purchaser. These data files to be saved in server, which can be searched and retrieved.</p>

4.3 The Drive-through X-ray Container Scanner System and its associated systems and equipment should meet the following technical features.

<b>Technical requirements</b>		
1	<b>Object to be scanned</b>	Standard Containers (20 foot or 40 foot) used in international trade loaded on to truck-trailers (approx. size of the conveyance: 3.00 m Width, 4.60 m Height, 17.00 m Length; Max weight of conveyance – 70 MT).
2	<b>Mode of operation</b>	Scanner System will operate on a drive-through mode i.e. the truck-trailer is driven through the scanner in a portal configuration while the scanner is on. However, O&M personnel remain outside of the exclusion zone during scanning.
3	<b>System</b>	<p>a) Scanner &amp; its associated systems should be of proven design having worked in actual field conditions for more than two years.</p> <p>b) Should be able to operate 24 hours a day and 7 days a week, except during maintenance time. Minimum availability of the scanner system should be 95% of time in a year.</p>

4	<b>System design &amp; manufacturing</b>	The system/sub-systems & equipment used in the manufacture of the X-ray scanner should as per the international standards.
5	<b>Rated life</b>	Scanner & its associated systems should have a rated life of at least 10 years.
6	<b>Reference documents</b>	(a) AERB codes/ standards concerning protection against radiation. (b) ANSI 42.46 – 2008 American National Standard for determination of imaging performance of X-ray & $\gamma$ -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. (f) Specifications of Bureau of Indian Standards. (g) National Building Code & Standards. (h) Specifications of Ministry of Road & Highways.
7	<b>Environment</b>	Operating temperature (0° to +50°C), humidity (0 to 100%); saline environment of seaport and driving rain (50-100 mm per hour) with wind speed up to 100 kmph.
8	<b>Corrosion protection &amp; tropicalisation</b>	a) Scanner system should be designed and manufactured to prevent corrosion by weather, airborne pollution, geographic operating environment, galvanic reaction. b) Components of the system should be fully tropicalised and suitable for trouble free operation in the environment specified above.
9	<b>Exclusion zone</b>	Shall be able to fit into the available area, viz., 100 metres x 50 meters including the exclusion zone, operator's cabin, maintenance areas, weigh-bridge, etc. In no condition the radiation level outside the exclusion zone should exceed 1 $\mu$ Sv/hr (instantaneous).
10	<b>Boundary management</b>	As a part of boundary management, complete area under Drive-through X-ray Container Scanner System facility should be provided with barrier, fencing, gates, CCTVs, warning signs, lighting, etc.
11	<b>Radiation shielding</b>	Scanner system should 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 1 $\mu$ Sv/hr (instantaneous) as prescribed by AERB.
12	<b>Electricals &amp; communication</b>	a) This covers supply, installation, testing and commissioning for electrical & communication systems for the operation of the Drive-through X-ray Container Scanner System & its Facility. b) Electrical power supply will have to be drawn from a

		<p>nearby commercial source, if available on LT level, or a sub-station of suitable rating will have to be constructed by the Supplier at his own cost for this purpose.</p> <p>c) All the electrical works shall 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.</p>
13	<b>Power supply</b>	Scanner and its associated systems & equipment, should be able to operate from a power supply source at 415 volts, 3 phase, 50 Hz normally available in India.
14	<b>Own power source</b>	<p>a) A standby diesel generator with adequate power to cater to the scanner &amp; its operation, lighting, air-conditioning, ventilation and other electrical loads.</p> <p>b) DG set should have built-in provisions for automatic changeover when commercial power fails or resumes.</p> <p>c) It shall comply with Indian Standards &amp; environmental norms and shall have protection against surges in commercial supply power.</p>
15	<b>UPS</b>	Should have an UPS to enable continuation of scanning operation for 30 minutes after failure of power.
16	<b>Climate control</b>	Operators' and image interpreters' cabins must have an automatic and reliable climate control system to maintain the temperature in between 18 to 26 °C, when out-door temperature is between 0 to 50 °C and this should not affect the functioning of other systems in terms of electric load.
17	<b>Operational requirements</b>	<p>a) Operation of Drive-through X-ray Container Scanner System will need establishment of Scanner operation station, Image inspection work stations and Check-in/check-out stations. The scanner system should transmit the scanned images by turn or to whichever inspection work station is free.</p> <p>b) Ergonomics of the above stations should be to avoid fatigue, strain on vision and to ensure ease of performance by the operator/inspectors.</p> <p>c) System should have capability to operate on 24 hours a day and sufficient lighting &amp; other arrangements have to be provided for such operation.</p>
18	<b>Test instruments (per site of installation)</b>	One set of test rigs / jigs and instruments for evaluating the performance of the Scanner & its associated systems should be provided. These should have their calibration certificates to be conforming to national/international standards.
19	<b>Software &amp; software upgrade</b>	a) Should be provided with copies of as-built software in executable code that are installed in the system at all

		<p>levels.</p> <p>b) Should be able to customize some portion of software to meet specific operational requirements, if any, of the Purchaser.</p> <p>c) Should 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 (work station).</p> <p>d) Any software upgrades developed by the Supplier during the warranty and the post warranty period should also be made available promptly, installed and operators trained with software upgrades.</p>
20	<b><i>Site works within Scanner Facility</i></b>	<p>Total area within exclusion zone should be laid with adequately designed RCC pavement.</p> <p>a) Scanner system should be installed under a shed with RCC column &amp; roof (approx. 30m x 15m) 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 will house a building (RCC frame construction) of approx. 40m x 10m for housing operations &amp; maintenance staff, electrical panels, DG set, UPS, tools &amp; spares, maintenance stores, etc. The building should have requisite sanitation facility.</p> <p>c) Facility should 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. In addition, Scanner Facility should be provided with boundary wall with entry &amp; exit gates.</p> <p>e) Access roads to the site of Scanner Facility should also be provided to facilitate entry and exit of the trucks-trailers.</p> <p>f) Structure/ building should be designed for site specific strata and should 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 M30 grade.</p> <p><i>(Designs, drawings, documents, etc. shall have the approval of the Purchaser prior to commencement of supply &amp; facility construction).</i></p>

#### QUALITY CONTROL REQUIREMENTS

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 Drive-through X-ray Container Scanner 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 Drive-through X-ray Container Scanner System )
- d) Tests and Trials

**FACTORY ACCEPTANCE TESTS (FAT)**

4.6 The Supplier shall provide within two 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 Supplier 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 representatives of the Purchaser will be arranged by the supplier at his cost.

<b>Factory Acceptance Tests</b>		
1	<b><i>Submission of FAT document</i></b>	Shall be made available to the Purchaser for review within two months of the notification of award.
2	<b><i>Contents of FAT document</i></b>	a) Details the inspection and tests to be conducted, including the procedures for conducting the same, and where these will be conducted. b) It should describe how each parameter of the Drive-through X-ray Container Scanner System will be checked for conformity with the specified requirements.
3	<b><i>Intimation for FAT</i></b>	Supplier shall intimate to the Purchaser at least one month in advance of the dates set for conducting FAT.
4	<b><i>Equipment &amp; jigs for FAT</i></b>	Supplier 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 Supplier 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	<b><i>Access during FAT</i></b>	Supplier or its subcontractor(s) shall provide all reasonable facilities and assistance, including access to relevant drawings, design details and production data, to the Purchaser's inspectors at no charge to the Purchaser.
6	<b><i>Documents during FAT</i></b>	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 Purchaser's representatives to ensure that the system meets the

		<p>Purchaser's requirements / complies with industrial standards for these classes of Systems.</p> <p>b) All materials supplied or used in the manufacturing shall be accompanied by valid and approved materials certificates, tests and inspection reports.</p>
7	<b><i>Conducting FAT</i></b>	<p>FAT shall be conducted as per the agreed document as under 'content of FAT document' above.</p> <p>FAT shall include the system as a whole. However, if agreed by the Purchaser for any specific reason, the Supplier may undertake to offer a few major sub-systems for FAT, in such a way that it possible to control the system in total. The Representatives of the Purchaser will, within 10 days from the date of FAT, give notice in writing to the tenderer of any objection to any specification / parameter of the equipment and workmanship, which in his opinion is not in accordance with the contract. The tenderer shall give due consideration to such objections and shall either make the modification that may be necessary to meet the said objections or shall confirm in writing to the Purchaser that no modifications are necessary to comply with the contract.</p>
8	<b><i>Re-inspection/re-test</i></b>	<p>The Supplier shall resubmit such goods to the Purchaser's inspector for conducting the inspections and tests again. If the scanner or its sub-systems fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser.</p>
9	<b><i>Supplier's responsibility</i></b>	<p>Purchasers' contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-despatch inspection i.e. FAT mentioned above.</p>
10	<b><i>Dispatch of scanner</i></b>	<p>Supplier shall despatch the Drive-through X-ray Container Scanner System or its sub-system (in case partial FAT has been agreed upon) only after FAT has been carried out and the Drive-through X-ray Container Scanner System is accepted by the representative(s) of the Purchaser.</p>



## SITE ACCEPTANCE TESTS (SAT)

4.7 The Supplier 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 Drive-through X-ray Container Scanner System, the Supplier shall intimate to the Purchaser the dates for SAT at least one month in advance. The Supplier 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 representatives of the Purchaser will be borne by the Purchaser. The Supplier, in co-ordination with the Purchaser shall carry out SAT to verify that the equipment fulfils the specifications according to the Contract Document and the Tender Specifications.

<b>Site Acceptance Tests</b>		
1	<b>Submission of SAT document</b>	Shall be made available to the Purchaser for review within four months of the notification of award.
2	<b>Contents of SAT document</b>	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	<b>Pre-requisite for SAT</b>	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 Drive-through X-ray Container Scanner System.
4	<b>Intimation for SAT</b>	Supplier shall intimate to the Purchaser at least one month in advance of the dates set for conducting SAT.
4	<b>Equipment &amp; jigs for SAT</b>	Supplier 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 Purchaser to organise necessary test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, narcotics, arms, explosives, etc.
5	<b>Reference articles</b>	Supplier in consultation with Purchaser shall provide at least ten (10) reference/test articles for inspection and record their images, which will be used during on-site trials.
6	<b>Installation test</b>	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. Purchaser will have right to demand a new Installation test, if found unsatisfactory. The result of this test should be documented.
7	<b>Functionality test</b>	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 Purchaser, include the same elements as in FAT, or other elements mutually agreed upon. Supplier shall conduct imaging with at least ten (10) test articles and actual cargo to be coordinated with and approved

		by the Purchaser. If the test is set aside, the Supplier will be permitted to repeat the test three times after modifications.
8	<b>Purchaser interfaces test</b>	This is to review the Purchaser interface for the system together with representatives (operators & image interpreters) of the Purchaser. 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 Supplier's system to the Purchaser's EDI system and transport of the images to the Purchaser's network for review and interpretation at off-site locations. The result of this test should be documented.
9	<b>Documentation check test</b>	Supplier 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 contain information relevant for implementing the system. The result of this test should be documented.
<b>Facility Inspection &amp; Acceptance</b>		
10	<b>Facility inspection &amp; acceptance (Exclusive of Scanner)</b>	The Facility acceptance shall be carried out after successful completion of all tests in respect of Scanner and shall include: <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>Test &amp; Trials</b>		
11	<b>Test &amp; trials</b>	<ul style="list-style-type: none"> <li>- After successful completion of all tests and inspections, Drive-through X-ray Container Scanner System shall be at the Buyer's disposal for a trial period of one month (30 days).</li> <li>- During this period the Purchaser will operate the system. If the Drive-through X-ray Container Scanner System works in accordance with the agreed specifications and without faults</li> </ul>

		<p>or malfunctions during this trial period of one month, it will be commissioned.</p> <ul style="list-style-type: none"> <li>- If any fault or malfunctions are to 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 liable for cancellation. The decision of the Purchaser in this regard shall be final and binding on the tenderer.</li> <li>- Purchaser shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.</li> </ul>
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FINAL ACCEPTANCE/ COMPLETION OF WORK

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

(a) Drive-through X-ray Container Scanner System will be handed over to the Purchaser by the Supplier after commissioning with all the specified certificates, free of recommendations and remarks, at the location of installation.

(b) The user Commissionerate will take delivery of the Drive-through X-ray Container Scanner System and sign the Delivery & Acceptance Certificate.

(c) Acceptance of the Drive-through X-ray Container Scanner System by the Purchaser shall be subject to receipt by the Purchaser of the following documents (soft & hard copies) and items from the Supplier:

- i) Record of inspection, tests & trials of the Drive-through X-ray Container Scanner System including test reports, review documents submitted/ accepted during FAT and SAT;
- ii) Record of inventory of the equipment of the Drive-through X-ray Container Scanner System .This includes, besides the delivery of Drive-through X-ray Container Scanner 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 Drive-through X-ray Container Scanner 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 Supplier that the Drive-through X-ray Container Scanner System is/ are delivered to the Purchaser free and clear of any liens, charges,

claims, mortgages, or other encumbrances upon the Purchaser'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 Supplier 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 Supplier further covenants to save the Purchaser 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 Purchaser.

#### 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).

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## CHAPTER 5

### PRICE SCHEDULE

The bidders should submit their financial bids in this format.

#### PART I- COST OF THE SCANNER

Sr. No.	Details of cost	Cost		
		JNPT	Cochin	Mundra
1	Cost of the Drive-through container scanner (Road) (including insurance and freight) (Rs. or any freely convertible currency) (indicate the currency)			
2	Any other charges up to the stage of landing/delivery (to be specified), if any, (Rs. or any freely convertible currency) (indicate the currency)			
3	Total landed cost (Rs. or any freely convertible currency) (indicate the currency)			
4	Installation and Commissioning charges, if any (Rs.)			
5	Customs Duty (Rs.)			
6	Excise Duty (Rs.)			
7	Service Tax / E. Cess, if any, on installation and commissioning charges (Rs.)			
8	Agent's commission, if any, (Rs.)			
9	Any other cost/ charges (to be specified), if any, (Rs.)			
10	Any other taxes, levies(to be specified), if any, (Rs.)			
11	Total Cost of the Drive-through container scanner (Road) (Rs. or Rs.+ freely convertible currency)			
12	Cost of construction of Drive-through container scanner (Road) facility including site preparation (Rs.)			
	GRAND TOTAL (Rs. or Rs.+ freely convertible currency)			

PART II- CAMC CHARGES

<b>Port</b>	<b>JNPT</b>			<b>Cochin</b>			<b>Mundra</b>		
<b>Year of CAM</b>	<b>Cost of CAMC</b>	<b>Service Tax/ Education Cess</b>	<b>Total (Rs.)</b>	<b>Cost of CAMC</b>	<b>Service Tax/ Education Cess</b>	<b>Total (Rs.)</b>	<b>Cost of CAMC</b>	<b>Service Tax/ Education Cess</b>	<b>Total (Rs.)</b>
1									
2									
3									
4									
5									
6									
7									
8									
<b>Grand Total</b>									

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## CHAPTER 6

# CONTRACT FORM

**Contract between Commissioner, Directorate of Logistics, Customs and Central Excise, New Delhi and M/s.....for supply (including site works), delivery, installation and commissioning of X-ray based Drive-through container scanner (Road) at (i) JNPT, Uran District, Maharashtra, (ii) Mundra Port, Gujarat and (iii) International Container Transshipment Terminal, Vallarpadam SEZ, Cochin, Kerala; both in India on turnkey basis.**

*Whereas the Commissioner, Directorate of Logistics, Customs and Central Excise, 4<sup>th</sup> Floor, A Wing, Lok Nayak Bhawan, Khan Market, New Delhi (hereinafter referred to as the Purchaser) has published, on behalf of the President of India, NIT..... inviting tenders for supplying (including site works), installing, commissioning of X-ray based Drive-through container scanner (Road) on turnkey basis and , maintaining it during warranty period and maintaining it on Comprehensive Annual Maintenance Contract after the warranty period and providing product support;*

*Whereas M/s..... (Hereinafter referred to as the Supplier) had, in response, submitted his tender;*

*Whereas the Purchaser accepted the tender of the Supplier and issued him a notification of award;*

*Now, therefore, it is agreed as follows:*

1. The Supplier will supply goods and services as given in para 4 below in consideration of which, the Purchaser will pay him amounts as given in para 5 below.
2. This contract will be subject to the Conditions of Contract which are laid down in Chapter 2 of NIT ----- of the enclosed Tender Document.
3. The following documents will be read with and will be construed as part of this contract:
  - i. Purchaser's NIT ..... and the Tender Document
  - ii. Purchaser's pre-bid clarifications issued vide F.No.....
  - iii. Supplier's tender submitted vide .....
  - iv. Clarifications issued by Supplier.....
  - v. ....

### **Goods and Services to be supplied**

4. The Supplier shall supply the following goods and services.
  - i. Supply, install and commission one X-ray Drive-through container scanner (Road) System and associated equipment like weighbridge, DG set, UPS as per the tender requirements and technical specifications which are laid down in Chapter 3&4 of enclosed Tender Document.
  - ii. Carrying out site works and providing site services.
  - iii. Obtaining regulatory and statutory clearances
  - iv. Training of staff of user Commissionerate in the operation and use of the Drive-through container scanner (Road).
  - v. Delivery of the Drive-through container scanner (Road) to the user Commissionerate.
  - vi. Maintenance of the Drive-through container scanner (Road) for two years under warranty.

- vii. Comprehensive Annual Maintenance under a contract (hereinafter referred to as CAMC) for a period of eight years after completion of warranty period of two years.
- viii. Product Support for fifteen years after the two year warranty period.
- ix. Provided upgrades from time to time.

**Stages and method of payment**

5. The Purchaser will pay the Supplier the following amounts if the Supplier completes the work at each stage and produces billing documents.

S. No.	Stage	Amount & currency	Payment	Billing documents which the Supplier has to produce
1	Advance (on request from the Supplier)		*Up to 20% of the ex-duty/ tax cost. (as soon as possible after signing the contract).	1. Claim as per Form 8. 2. Evidence that the Supplier has given the performance security. 3. Supplier's commercial invoice in quadruplicate. 4. Bank Guarantee for an amount equal to the advance sought.
2	Upon completion of installation & commissioning of scanners		*80% of the ex-duty/tax cost minus advance, if any, paid.	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate for the amount. 3. Installation Certificate issued by the Commissionerate.
3.	Upon completion of delivery and handing over of scanners		*20% of the ex-duty/tax cost	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate. 3. Certificate of delivery and handing over of scanners issued by the Commissionerate. 4. Additional 10% Bank Guarantee as per para 2.9
4.	Duties and taxes		100% on payment	1. Claim as per Form 8. 2. Supplier's commercial invoice in quadruplicate. 3. Documents showing evidence of payment.

\*: PART OF THE CONTRACT PRICE NOT IN INDIAN RUPEES WILL BE CONVERTED AT THE EXCHANGE RATES ESTABLISHED BY THE STATE BANK OF INDIA FOR SIMILAR TRANSACTIONS, AS ON THE DATE OF RELEASE OF PAYMENT.

6. Other clauses on liquidated damage, extension of delivery, termination, arbitration, resolution of disputes, etc as mentioned in tender documents shall also be specially mentioned in the contract.

Signed on ..... day of ..... (month) Two thousand and \_\_\_\_\_ in New Delhi.

(xxxxx)

For Supplier

(xxxxx)

Witness

(xxxxxxxxx)

Commissioner, Directorate of Logistics

Witness



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# CHAPTER 7

## OTHER STANDARD FORMS

### FORM 1- TENDER FORM

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

1. Tenderer should 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.
2. The copy of the Tender Document and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.
3. The following tenders shall be ignored:
  - 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 tenderer does not respond to clarifications sought by the Purchaser within the time specified by him;
  - e) Tenders where, in the opinion of the Purchaser, there is an arithmetical inaccuracy in the price bid and the tenderer does not agree with the Purchaser;
  - f) Incomplete tenders;
  - g) Tenders received without the EMD and tender fee.
4. Any tender may be rejected, if:
  - a) The bid price is directly or indirectly indicated in the technical bid;
  - b) Tenderer fails to provide required information or provide incorrect information 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) Tender validity is for less than 270 days from the date of opening of tenders as indicated in the Tender Document;
  - e) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on requisite financial condition has come to the knowledge of the Purchaser;
  - f) Tenderer attempts to influence the Purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
  - g) Tenderer is disqualified on the grounds of national security or public interest.
5. Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
6. Purchaser may accept any tender at any time before the date of expiry of its validity indicated in the tender form or any date up to which its validity is further extended by the tenderer.
7. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

Having carefully gone through the above instructions, the Tender Notice and the Tender Document, we, M/s. \_\_\_\_\_, the tenderer, 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 list requirements, delivery schedule and in conformity with all other conditions in the tender document and amendments thereto. We will arrange for demonstration of Drive-through container scanner (Road) being offered at the place of its field installation as per the convenience of the Purchaser.

## TENDERER

1. Name of the tenderer \_\_\_\_\_
2. Address \_\_\_\_\_
3. Email \_\_\_\_\_
4. Phone \_\_\_\_\_ Fax \_\_\_\_\_
5. Income Tax Permanent Account Number (PAN): \_\_\_\_\_
6. Name and designation of the person signing and submitting the bid on behalf of the tenderer \_\_\_\_\_
7. Has the person at (6) above been authorised by a Resolution of the Board of Directors of the Tenderer 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 Tenderer'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 Drive-through container scanner (Road) System; or
  - b. Indian subsidiary or joint venture of the OEM; or
  - c. Other manufacturer of electronics/instrumentation/imaging systems with a long term agreement or MoU with the OEM and authorised by the OEM to submit this tender?
12. If you are applying as (c) in S.No. 11 above, do you have an irrevocable long-term agreement (minimum five years) with the OEM manufacturer? Yes/No  
*(If yes, please enclose documents showing terms of transfer of technical know-how or scope of collaboration)*
13. If you are applying as (b) or (c) in S.No. 11 above, have you enclosed the Manufacturer's Authorisation Form?
14. Turnover of the tenderer during the past three years (in Rs. Crores)

2011-2012	_____
2012-2013	_____
2013-2014	_____
Average	_____

*(Please enclose certified published annual reports. If the accounts are maintained in some other currency, please give the figures in that currency as well as its conversion at the exchange rate on the date of filling up this form. If the accounts are managed calendar year wise, please provide figures for 2011, 2012 and 2013).*

15. How many Drive-through container scanner (Road) have been supplied abroad by you or the OEM during the past seven years? \_\_\_\_\_ *(Please enclose documentary proof)*
16. How many Drive-through container scanner (Road) have been supplied by you or the OEM which are under actual field operation during the past two years? \_\_\_\_\_ *(Please enclose documentary proof)*
17. To the best of your knowledge, has any other tender been submitted against this NIT by the Drive-through container scanner (Road) from the same OEM? (Yes/No)

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

18. Name of the OEM \_\_\_\_\_
19. Address of the OEM \_\_\_\_\_
20. Phone \_\_\_\_\_
21. Fax \_\_\_\_\_
22. Email \_\_\_\_\_

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

23. Does the company manufacturing the Drive-through container scanner (Road) have ISO certification? \_\_\_\_\_ *(Please enclose copy)*
24. Does the company manufacturing the Drive-through container scanner (Road) have ISO certification for their servicing? \_\_\_\_\_ *(Please enclose copy)*

**OFFER**

25. The tender is valid up to \_\_\_\_\_
26. Make and Model of the Drive-through container scanner (Road) Scanner being offered \_\_\_\_\_
27. Point-wise response to requirements specified in Chapter-4 (para 4.1, 4.2, 4.3, 4.6 & 4.7) of Tender Document. Please also furnish additional information/ clarifications, documents, etc., as deemed necessary, in support of your offer.

**WARRANTY AND POST WARRANTY MAINTENANCE**

28. Do you have your own set up in India to provide the maintenance during warranty period and after warranty period under CAMC? (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 28 above is no, do you have any agreement with any other manufacturer or reputed contractor to act as Maintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)
31. If yes, please provide details (in 100 words) and enclose a copy of the agreement and including previous experience and manpower details of the manufacture/contractor in maintenance of similar electrical/electronic & imaging system  
\_\_\_\_\_  
\_\_\_\_\_

**DOCUMENTS TO BE ENCLOSED**

32. Have you paid the tender fee of Rs. 5,000/-? (Yes/No)
33. Have you submitted the EMD? (Yes/No)
34. Have you enclosed the following documents? (Yes/No)
  - a. Scanned copy of the DD/ banker's cheque of Rs. 5,000/- (Rupees five thousand only) submitted in the Purchaser's office. (Yes/No)
  - b. Scanned copy of the Bank Guarantee of Earnest money deposit (EMD) (Yes/No)

- c. 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)
- d. Documents and relevant details to establish that the goods and the allied services offered conform to the requirement of the tender documents.(Yes/No)
- e. Power of Attorney of firm / resolution of Board of Directors of company for person or persons authorized to sign the Tender;(Yes/No)
- f. Power of Attorney / Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India; (Yes/No)
- g. Copies of documents defining constitution and legal status of the tenderer;(Yes/No)
- h. Documents indicating arrangements with the OEM (in the event of a collaborator bidding);(Yes/No)
- i. Documents indicating the arrangements between the tenderer and the Maintenance contractor, along with the details of experience & resources the Maintenance contractor possess ;(Yes/No)
- j. Copies of fax messages and letters, if any, sent to and received from the Purchaser during the Tender period;(Yes/No/ There are none)
- k. An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale. (Yes/No)
- l. Last three years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
- m. Documents indicating the past supplies of the proposed scanner system by you or your OEM; (Yes/No)
- n. Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

Signature\_\_\_\_\_

(Name and Designation)

## FORM 2- MANUFACTURER'S AUTHORISATION FORM

The Commissioner  
Directorate of Logistics  
Customs and Central Excise  
4<sup>th</sup> Floor, A Wing, Lok Nayak Bhavan  
Khan Market  
New Delhi - 110051

Dear Sir,

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

We ....., who are proven and reputable manufacturers of Drive-through container scanner (Road) system having factories at ....., hereby authorise Messrs..... (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred tender document for the Drive-through container scanner (Road) system manufactured by us.

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

We also hereby extend our full warranty, as applicable as per the Tender Document for the Drive-through container scanner (Road) system and related facility & services offered for supply by the above firm against this tender.

Yours faithfully,

.....  
.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

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

----- x -----

### FORM 3- BANK GUARANTEE FORM FOR EMD

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

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

The conditions of this obligation are —

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

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

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

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

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

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

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

## **FORM 4- BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ ADDITIONAL 10 % SECURITY**

The President of India  
Acting through  
Commissioner  
Directorate of Logistics  
Customs & Central Excise  
4<sup>th</sup> Floor, LokNayak Bhawan  
Khan Market, New Delhi - 110 511.

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

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

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

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

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

We agree that the provisions of Sanctions for Violation incorporated in the pre-contract integrity pact shall be applicable for forfeiture of Performance Bond in case of a decision to forfeit the same without assigning any reason for imposing sanction for violation of the Integrity Pact.

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

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

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

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

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

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

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

.....

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

.....

Name and designation of the officer

.....

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

----- X -----



**FORM 5 -BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT OF  
CAMC CHARGES (ON NON-JUDICIAL STAMP PAPER OF AN  
APPROPRIATE VALUE)**

The President of India  
Acting through the Commissioner,  
Directorate of Logistics, Customs & Central Excise,  
Department of Revenue, Ministry of Finance,  
4<sup>th</sup> Floor, 'A' wing, Lok Nayak Bhawan, Khan Market,  
New Delhi - 110 051.

Dear Sir,

We \_\_\_\_\_ (name & address of bank) hereby refer to the Comprehensive Annual Maintenance Contract (hereinafter referred to as **CAMC**) dated \_\_\_\_\_ between the Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Government of India, 4<sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110 511, (hereinafter referred to as "**the Directorate**") in terms of the tender No. \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "**the Contractor**") providing in substance for the comprehensive annual maintenance of \_\_\_\_\_ X-Ray based Drive-through container scanner (Road) system bearing serial Nos. \_\_\_\_\_ - as particularized in the said CAMC. Under the terms of the said CAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CAMC period.

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

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

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

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

It is mutually agreed that the Directorate shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Directorate against the Contractor and either to forebear

or enforce any of the terms and conditions relating to the said CAMC and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

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

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

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

Very truly yours,

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

----- X -----

## FORM 6- MODEL CERTIFICATE OF INSTALLATION

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

Dated \_\_\_\_\_

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

2. It is certified that

- a. M/s \_\_\_\_\_ have completed installation of Drive-through container scanner (Road) 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 Purchaser and user Commissionerate at 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 Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

----- X -----

## FORM7- 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 Drive-through container scanner (Road) Model \_\_\_\_\_ Serial No. \_\_\_\_\_ on \_\_\_\_\_ (date) at designated site \_\_\_\_\_ (name of the site).
- b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on \_\_\_\_\_ (date).
- c) The aforementioned Drive-through container scanner (Road) worked satisfactorily during the trial period of 30 days starting w.e.f. \_\_\_\_\_ (date) to \_\_\_\_\_ (date).

For Contractor

For Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

----- X -----

## FORM 8- CLAIM OF PAYMENT BY THE SUPPLIER

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

Date.....

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

Sir/ Madam,

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

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

2. We certify that:

- a) the above payments are claimed strictly in terms of the contract and all our obligations under the contract for claiming them have been fulfilled;
- b) of such taxes and duties claimed, if we get any refund from the tax authorities we will refund the same to you.

Yours sincerely,

(.....)

----- X -----

## FORM 9-DECLARATION

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

Date.....

The Commissioner  
Directorate of Logistics  
4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhavan  
Khan Market  
New Delhi - 110051

Sir/ Madam,

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

We .....hereby confirm and declare that we have not engaged and will 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 Supplier's executive duly authorised to sign)

----- X -----

## Form 10 - INFORMATION IN RESPECT OF PREVIOUS SUPPLIES BY BIDDER

### **Part-I: Summary**

Year/Month	No of Drive-through container scanner (Road) systems commissioned	Clients

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

1.0	Brief project description	
2.0	Location where installation done	
	<ul style="list-style-type: none"> <li>• Country</li> <li>• Town(s)</li> </ul>	
3.0	Address of the client	
	<ul style="list-style-type: none"> <li>• Contact Address</li> <li>• Physical Address</li> <li>• Tel Nos., Fax Nos.&amp; E-mail ID</li> </ul>	
4.0	Client's key contact person(s)	
	<ul style="list-style-type: none"> <li>• Name(s)</li> <li>• Designation</li> <li>• Telephone &amp; E-mail ID</li> </ul>	
5.0	Project schedule	
	<ul style="list-style-type: none"> <li>• Commencement date</li> <li>• Completion date</li> <li>• Reasons for delay, if any</li> </ul>	
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	
	<ul style="list-style-type: none"> <li>• Name(s)</li> <li>• Roles and responsibility of the firm</li> <li>• Contact Address</li> <li>• Physical Address</li> <li>• Tel Nos., Fax Nos.&amp;E-mail ID</li> </ul>	
9.0	Scope of supply/service (equipment, building, maintenance- comprehensive or otherwise, software upgrades, long-term warranty, etc.)	
10.0	State any challenges or problems experienced by yourselves during project implementation or do you have any suggestion to make	

# FORM 11- PRE CONTRACT INTEGRITY PACT

## GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2014, between, on one hand, the President of India acting through Dr./Shri/Smt. \_\_\_\_\_, Commissioner (Logistics), Department of Revenue, Ministry of Finance, Government of India (hereinafter called the "Purchaser", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Dr./Shri/Smt. \_\_\_\_\_, (Designation) (hereinafter called the "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Purchaser proposes to procure three Nos. of X-ray based Drive-through container scanner (Road) system and the Tenderer is willing to offer/has offered the stores, and,

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

NOW, THEREFORE,

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

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

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

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

### **1. Commitments of Purchaser**

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

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



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

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

### **3. Commitments of Tenderers**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4. Previous Transgression**

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

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

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting the bid, the Tenderer shall deposit an amount of Rs. 5 Crore (Rupees five crore only) as Earnest Money/Security Deposit, with the Purchaser in the form of Bank Guarantee as per proforma given in tender document.

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

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

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

**6. Sanctions for Violations**

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

- I. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the Tenderer. However, the proceedings with the other Tenderer(s) would continue.
- II. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Purchaser and Purchaser shall not be required to assign any reason therefore.
- III. To immediately cancel the contract, if already signed, without giving any compensation to the Tenderer.
- IV. To recover all sums already paid by the Purchaser, and in case of an Indian Tenderer with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a Tenderer from a country other than India with interest thereon at 2% higher than the LIBOR ( Landon Inter Bank Official Exchange Rate). If any outstanding payment is due to the Tenderer from the Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- V. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Tenderer, in order to recover the payments, already made by the Purchaser, along with interest.
- VI. To cancel all or any other Contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money (s) due to the Tenderer.
- VII. To debar the Tenderer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.
- VIII. To recover all sums paid in violation of this Pact by Tenderer(s) to any middleman or agent or broker with a view to securing the contract.
- IX. In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Purchaser with the Tenderer, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Purchaser will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer), of an offence as defined

in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Fall Clause**

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

## **8. Independent Monitors**

8.1 The Purchaser shall appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and addresses of the Monitors shall be given).

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

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

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

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

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

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

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

## **9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Purchaser or its agencies shall be entitled to examine all the documents including the

Books of Accounts of the Tenderer and the Tenderer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**10. Law and Place of jurisdiction**

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

**11. Other Legal Actions**

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

**12. Validity**

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

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

13. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

Purchaser  
Name of the Officer  
Designation

Deptt./Ministry

Tenderer  
Designation of person signing  
on behalf of Company

Witness:

1. \_\_\_\_\_

Witness:

1. \_\_\_\_\_

## Form 12- Unforeseen Alterations/Additions

### Schedule of Quantities and Rates

SN	Description	Quantity	Rate(in fingers and words)	Unit	Amount
	Any item of work altered /added in civil and PH works after finalisation of work order, which may be required during execution, based on Delhi Schedule of Rates 2014 of CPWD (or as amended)	As required	@____%  (_____)  * above/below/at par rates Delhi Schedule of Rates 2014 of CPWD	Rs	

\*Strikeout whichever is not applicable

Note: Additional costs/reduction of charges (if any) in any item, ordered in writing during construction will be derived by calculating the difference of rates of old and new items based on the above quoted percentage.

# **APPENDICES**

## **APPENDIX-I**

### **INSTRUCTIONS FOR ONLINE BID SUBMISSION**

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

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

#### **REGISTRATION**

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

#### **SEARCHING FOR TENDER DOCUMENTS**

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



- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted at Directorate of Logistics, New Delhi by ..... at 13:00 hrs. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of

the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

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## **APPENDIX-II**

### **PARAMETRIC TESTS & INSPECTIONS FOR ACCEPTANCE**

<b>Sl. No.</b>	<b>Requirements/ Checks to be carried-out for compliance of Contract Tech. Specs.</b>	<b>Compliance / Acceptance Criteria</b>	
		<b>FAT Stage</b>	<b>SAT Stage</b>
<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>2.</b>	<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 trailer mounted ISO cargo container (20' or 40') of sizes: 3.00 m Width, 4.60 m Height, 17.00 m Length.	Process+ Demonstration + Documentation	Demonstration + Documentation
2.3	Scanner System to operate in a drive-through (Road) mode.	Demonstration	Demonstration
2.4	System to operate under temperature (0° to +50°C), humidity (0 to 100%); saline environment of seaport 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	Functioning of weigh-in-motion type weigh bridge of approved specifications.	Specifications + Demonstration	Documentation + Demonstration
2.12	Integration of measured weight of container with its image obtain during scanning operation.	Demonstration + Documentation	Documentation + Demonstration
2.13	Providing a through-put of over 100 containers (40' long) in hour from the scanner facility.	Process+ Documentation	Documentation + Demonstration
<b>3.</b>	<b><i>Sensors &amp; Safety</i></b>		
3.1	Sensors to perform various safety functions as mentioned in 'System requirements'.	Documentation+ Specifications + Demonstration	Specifications + Demonstration + Documentation
3.2	Provision of safety interlocks as mentioned in 'System requirements' and functionality of the interlocks.	Documentation+ Demonstration	Demonstration + Documentation
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
<b>4.</b>	<b><i>Hardware</i></b>		
4.1	Monitors should be minimum 24" flat LCD (TFT) colour having resolution 1920 x 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
<b>5.</b>	<b><i>Scanner System</i></b>		
5.1	X-ray emission system for cargo container scanning [Dual energy: High – 6MeV (Nominal); Low – within a differential of 2 to 3 MeV].	Documentation + Specification + Demonstration	Documentation + Specification + Demonstration
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 six 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
<b>6.</b>	<b><i>System performance (at the specified speed of train) – refer to ‘System Requirements’:</i></b>		
	(i) Penetration	Documentation + Specification + Digital data+ Demonstration	Documentation + Specification + Digital data+ Demonstration
	(ii) Wire detect ability in free air		
	(iii) Contrast sensitivity		
	(iv) Spatial resolution		
	(v) Scan size		
	(vi) Material discrimination		
	(vii) Threat detection		
	(viii) Density threshold alert		
	(ix) Release/Hold decision		
	(x) Image quality		
<b>7.</b>	<b><i>Integrated System Performance</i></b>	Demonstration + Documentation + Digital data	Demonstration + Documentation + Digital data
<b>8.</b>	<b><i>Image Quality Data (at the specified speed)</i></b>		
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 discernable 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
<b>9.</b>	<b><i>Reference Articles</i></b>		
9.1	Supplier in consultation with Purchaser 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
<b>10.</b>	<b><i>Software &amp; Net-working (local/remote)</i></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
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.	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 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 Purchaser.	Customization + Demonstration + Documentation	Customization + Demonstration + Documentation
10.9	Inter-linkage with the Customs EDI network as specified in 'System Requirements'.	Customization + Demonstration + Documentation	Customization + Demonstration + Documentation
<b>11.</b>	<b><i>Data Security &amp; Storage</i></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 +	Customization + Demonstration + Documentation

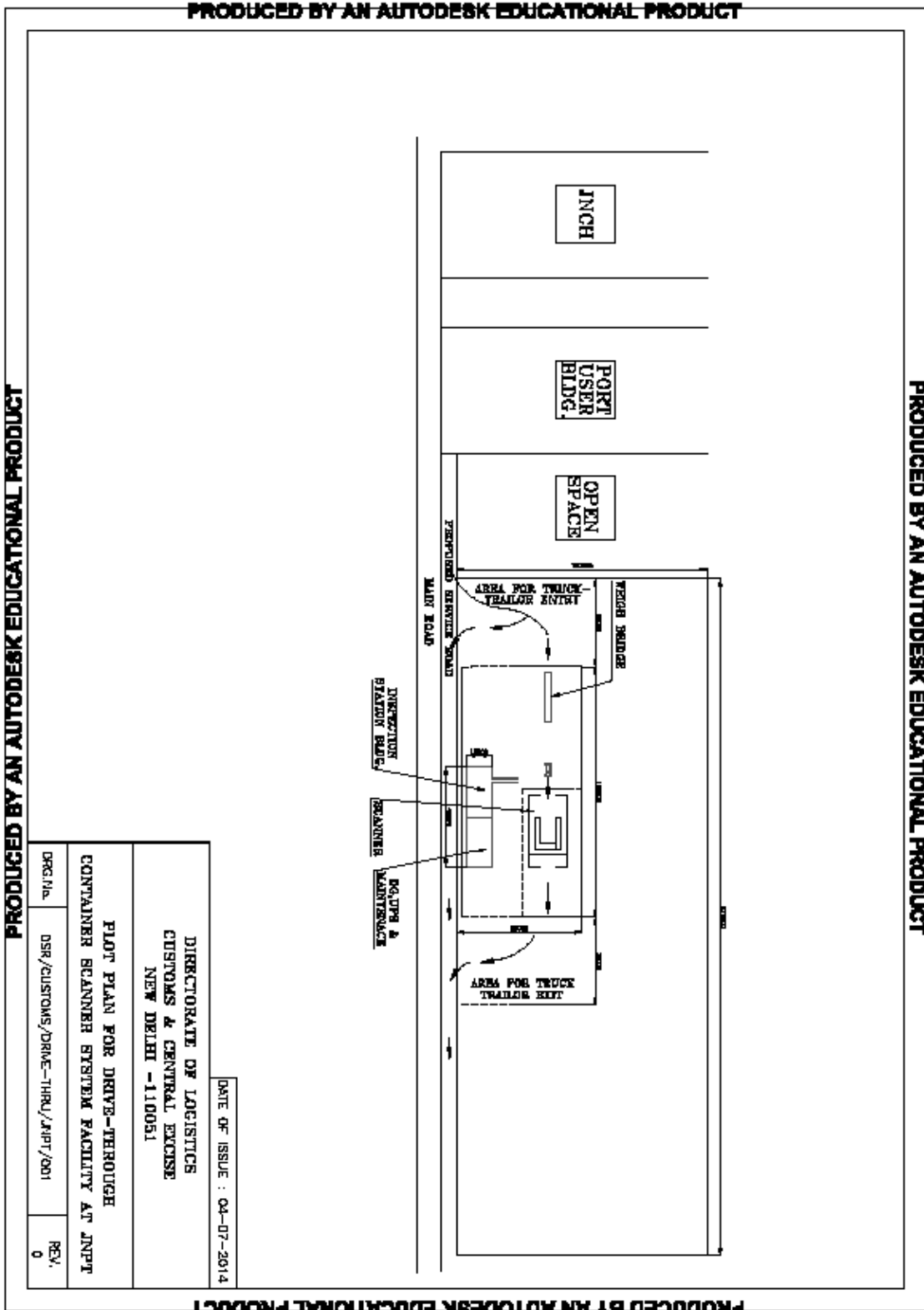
		Documentation	
11.2	Storage of information about at least 10,00,000 scanned objects (i.e. scanned images, cargo manifests, notes, etc. associated with an inspected object).	Specification + Demonstration	Specification + Demonstration
11.3	Storage devices should be able to generate a warning when a set 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
<b>12.</b>	<b><i>Safety &amp; Security System</i></b>		
12.1	Supply of, per installation, minimum 6 Nos. of CCTV cameras with NVR capable of saving more than 15 days long video images.	Specifications + Drawings + Demonstration + Snapshot recording	Specifications + Drawings + Demonstration + Snapshot recording
12.2	Supply of, per installation, two PZT 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
<b>13.</b>	<b><i>Radiological &amp; Regulatory Requirements</i></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 1 microSv/hr. (instantaneous).	Estimation + Demonstration + Documentation	Demonstration + Documentation
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	Demonstration + Documentation
13.5	Radiation dose to the driver of the conveyance	Estimation +	Demonstration +

	shall be within the limits prescribed by AERB	Documentation+ Demonstration	Documentation
13.5	Dose on cargo per Scanning shall not exceed 100 microSievert (10mR).	Estimation + Documentation+ Demonstration	Demonstration + Documentation
13.6	Supply of radiation survey meters (2 Nos.) of requisite specifications (per site of installation) and calibrated for ambient dose equivalent.	Specifications + Certification+ Functional check	Specifications + Certification+ Functional check
13.7	Supply of personnel digital dosimeters (6 Nos.) of requisite specifications per site of installation.	Specifications + Certification+ Functional check	Specifications + Certification+ 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
<b>14.</b>	<b><i>Civil / Structural Works</i></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.		Specification+ 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
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
<b>15.</b>	<b><i>Electrical, AC &amp; Communication Works</i></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

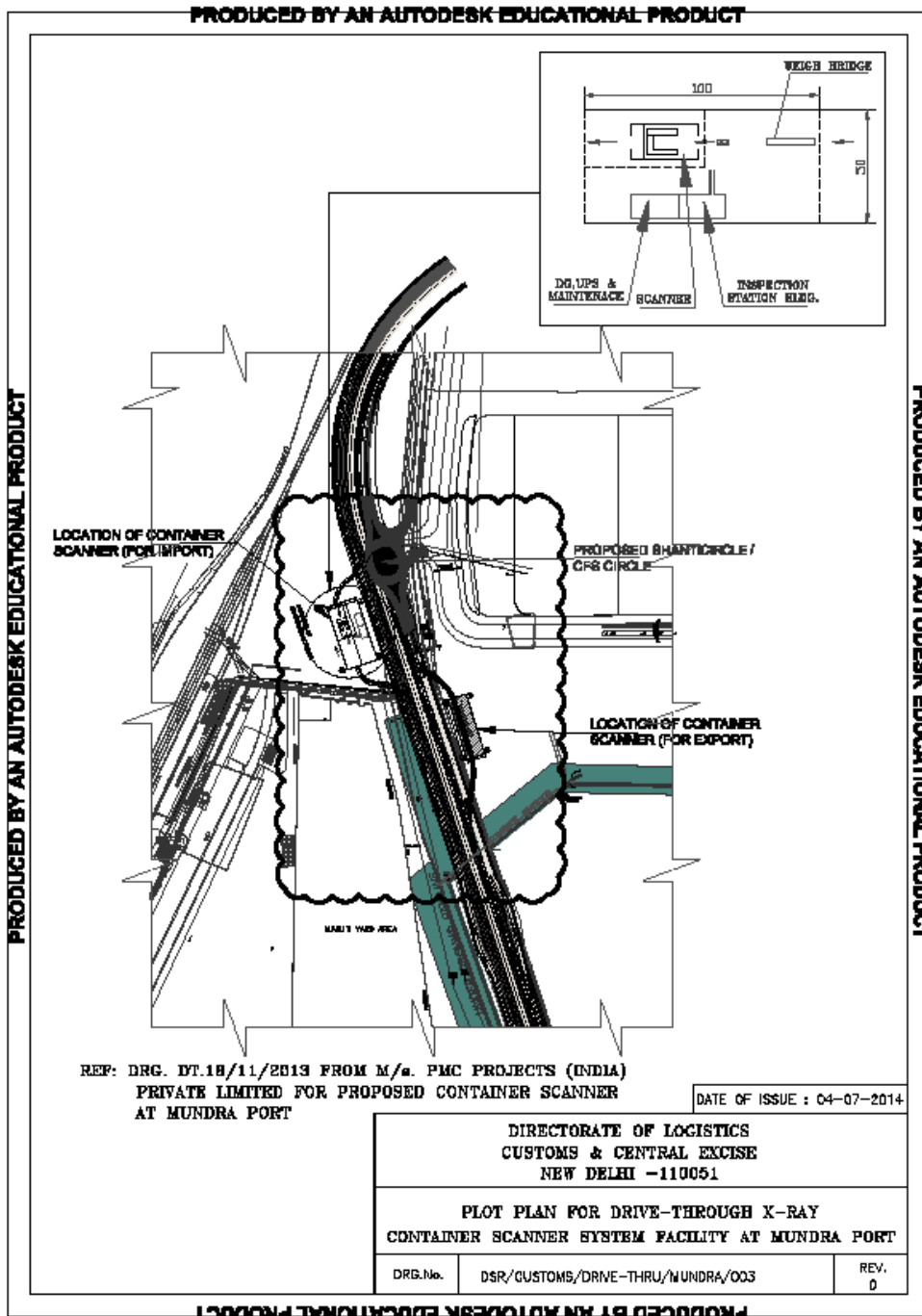


15.3	Review of documents on inspection, testing & commissioning of complete electrical & communication system, as per specifications/ as-built drawings.		Submissions + Documentation
15.4	Operation of boom barriers, dampers, pumps, and other motorised items as per operational scheme.	Specifications+ Documentation	Demonstration + Documentation
15.5	Supply, installation, testing & commissioning of climate control (i.e. air-conditioning, heating and ventilation) systems in different areas of the Facility meeting functional requirements and as per specification.	Design calculation+ Specifications+ Demonstration + Documentation	Design calculation+ Specifications+ 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	Specifications + Demonstration + Documentation
15.7	Supply, installation, testing & commissioning of fuel oil storage & transfer system, as per specification.	Design calculation+ Specifications+ Documentation	Specifications + Demonstration + Documentation
15.8	Supply, installation, testing & commissioning of UPS its associated system, including battery banks, as per specification.	Design calculation+ Specifications+ Demonstration	Specifications + Demonstration + Documentation
15.9	Integrated operation of UPS with DG/ commercial power supply source.	Specifications+ Demonstration	Demonstration + Documentation
15.10	'As-built' drawings for complete installation work, compilation of testing & commissioning reports, QA and acceptance documents.		Submissions + Verifications
16.	<b><i>Regulatory Approvals &amp; other Statutory Clearances</i></b>		
16.1	Availability of clearances from statutory bodies, as applicable, for the construction of the Facility.	Submissions	Submissions+ Approvals
16.2	Authorization for the regular operation of the Facility from AERB.		Submissions + Documentation
17.	<b><i>Software &amp; Software upgrades</i></b>		
17.1	Fulfilment as per Contract Document		
18.	<b><i>Training</i></b>		
18.1	Fulfilment as per Contract Document		
19.	<b><i>Warranty Maintenance</i></b>		
19.1	Fulfilment as per Contract Document		
20.	<b><i>Post-warranty Maintenance</i></b>		
20.1	Fulfilment as per Contract Document		

**PLOT PLAN FOR DRIVE-THROUGH CONTAINER SCANNER (ROAD) FACILITY**

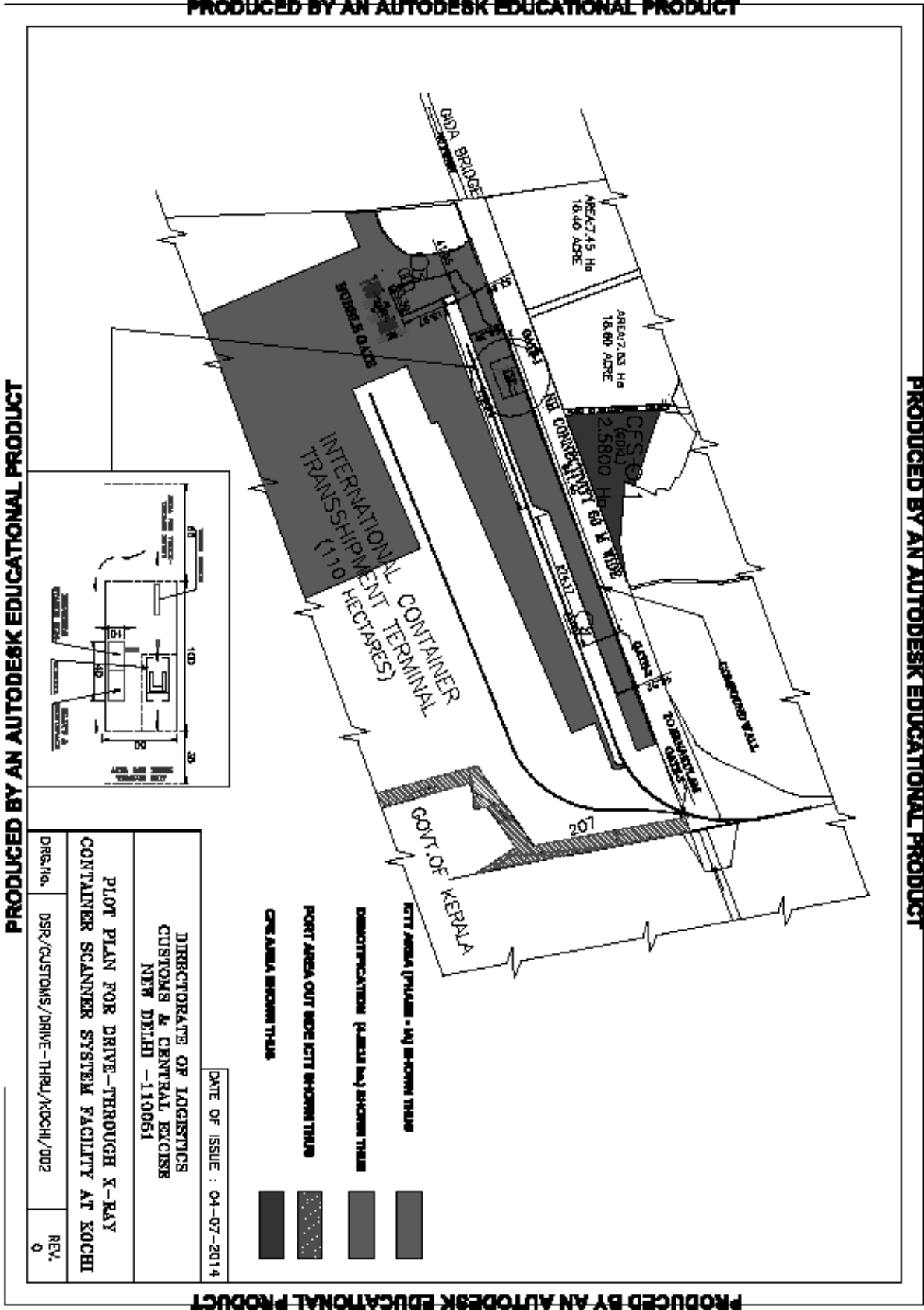


# PLOT PLAN FOR DRIVE-THROUGH CONTAINER SCANNER (ROAD) FACILITY



# PLOT PLAN FOR DRIVE-THROUGH CONTAINER SCANNER (ROAD) FACILITY

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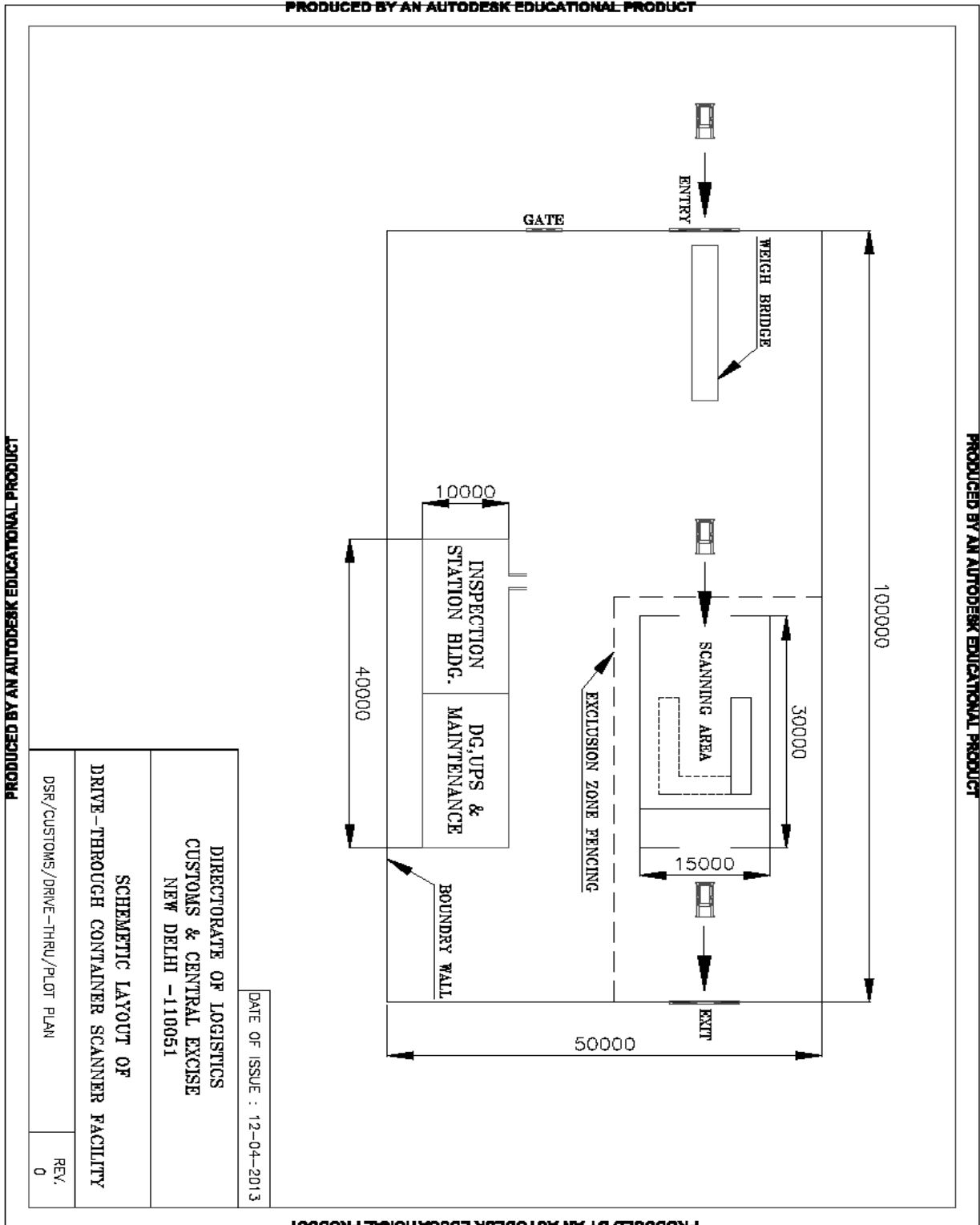


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**SCHEMATIC LAYOUT OF DRIVE-THROUGH  
CONTAINER SCANNER (ROAD) FACILITY**



**SCHEMATIC LAYOUT OF O&M BUILDING FOR  
DRIVE-THROUGH CONTAINER SCANNER SYSTEM**

