

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

**GLOBAL NOTICE INVITING E-TENDER (GNIT) FOR PURCHASE OF
130 PERSONAL RADIATION DETECTORS &
26 RADIONUCLIDE IDENTIFICATION DEVICES**

E-Tender No. 17(AS)/2017

Dated: 25.10.2017

Period during which the tender enquiry document will be available on official website www.cbec.gov.in , www.dolcbec.gov.in and http://eprocure.gov.in	25.10.2017 to 08.12.2017
Closing date for seeking clarification	1500 hours on 17.11.2017
Pre-bid Conference	1500 hours on 27.11.2017 at Directorate of Logistics, Customs & Central Excise, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi - 110 511
Closing date and time for receipt of tenders	1300 hours on 08.12.2017
Place of receipt of tenders	Online Submission on http://eprocure.gov.in
Address for Submission of Tender Fees/EMD	Directorate of Logistics, 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511
Last date & time for online submission of Tender fees & EMD	1500 hours on 05.12.2017
Time and date of opening of tenders	1500 hours on 11.12.2017
Place of opening of tenders	Online opening at http://eprocure.gov.in

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SECTION - I

GLOBAL NOTICE INVITING E-TENDERS THROUGH E-PROCUREMENT

E-Tender No 17(AS)/2017

Dated: 25.10.2017

- 1.1 For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Dept. of Revenue, Govt. of India, having its office at 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 invites e-tenders valid up to 180 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from tenderers who meet the qualification criteria laid down in Section VII for supply of following PRD/RID:

Item	Description	Quantity(Nos.)
I	Personal Radiation Detectors (Gamma)	130
II	Radionuclide Identification Devices	26

The tender enquiry documents will be available on official website (www.cbec.gov.in, www.dolcbec.gov.in) and on <http://eprocure.gov.in> from 25.10.2017 to 08.12.2017. Last date for receiving clarification on tender is 17.11.2017 up to 1500 Hrs. The pre-bid conference will be held on 27.11.2017 at 1500 hrs at the address given below at para 1.3.

The tenders can be submitted on line at <http://eprocure.gov.in> up to 1300 hours on 08.12.2017.

The tenders will be opened online at <http://eprocure.gov.in> at 1500 hours on 11.12.2017.

- 1.2 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>
- 1.3 Earnest Money Deposit (EMD) of Rs. 14 lakhs (Rupees fourteen lakhs), [Rs. 6.50 lakhs in case the quotation is only for PRDs and Rs. 7.50 lakhs in case the quotation is only for RIDs] in the form of Bank Guarantee from a Scheduled Commercial bank (as per the Form-3 attached with the Tender) and a non-refundable Tender fee of Rs. 5,000/- (Rupees five thousand only) in the form of account payee demand draft/ bankers cheque, drawn on a scheduled commercial bank in India, in favour of "Pay

and Accounts Officer, O/o the Principal Chief Controller of Accounts, Central Board of Excise & Customs" payable at New Delhi, must reach at the address given below by 1500 hours on 05.12.2017. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

Deputy Commissioner

Directorate of Logistics,
Customs and Central Excises
4th Floor, 'A' Wing, Lok Nayak Bhawan,
Khan Market, New Delhi - 110 511

- 1.4 In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organisation, the tenders will be opened on the next working day at the scheduled time.
- 1.5 Tenderer should quote for full quantity of one type or both the types the tendered instruments and the bids will be evaluated accordingly.
- 1.6 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
 - a) Tenders received without the Tender fee.
 - b) Tenders received without EMD.
- 1.7 The undersigned reserves the right to withdraw, split, modify and/or cancel the tender without assigning any reasons whatsoever.

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

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Introduction

- 1.1 The goods and related services required, delivery schedule and destination are given in Section IV "List of Requirements".
- 1.2 This section gives instructions to tenderers regarding preparation and submission of tenders and explains the mode and procedure to be adopted for receipt and opening, scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Failure to provide the required information and/or failure to comply with the instructions in these tender documents may result in rejection of its tender.

2. Definitions and Abbreviations

- 2.1 The following terms and abbreviations used in these documents shall have the **meaning as indicated below:**
- 2.2 Definitions:
 - (i) "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 110 511 and includes his successors in office, nominees, authorized representatives.
 - (ii) "Tender" means quotation/bid received from a tenderer as per para 1 Section VII.
 - (iii) "Supplier" means the individual, company or the firm supplying the goods and services.
 - (iv) "Goods" means the Personal Radiation Detectors & Radionuclide Identification Devices, which the tenderer is required to supply to the Purchaser under the contract.
 - (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the Supplier covered under the contract.
 - (vi) "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a tenderer along with its tender.

- (vii) "Contract" means the written agreement entered into between the Purchaser and the Supplier together with all the documents mentioned therein and including all attachments, annexures, etc. therein
- (viii) "Performance Security / Security Deposit" means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.
- (ix) "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract, then that "another" person is the consignee, also known as ultimate consignee.
- (x) "Specification" means the document / standard that prescribes the requirement with which product or service has to conform.
- (xi) "Technical specification" includes
 - i) Specifications, Drawings, Documents and certificates as referred in Section V
 - ii) Any other details governing the manufacture or supply of goods as may be prescribed in the contract.
- (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) "Day" means calendar day.
- (xiv) "Service Contractor" means the contractor entrusted with the responsibility of servicing the Personal Radiation Detectors & Radionuclide Identification Devices in post warranty period.
- (xv) "Delivery" means supply of goods in finished and completely ready for use condition. The delivery shall be deemed to take place on delivery of the goods 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.
- (xvi) "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.
- (xvii) "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 goods is installed by the tenderer as well as the tests to be performed before installation and commissioning.
- (xviii) "User Commissionerate" means those Offices of the Central Board of Excise and Customs (CBEC) under whose jurisdiction the Personal Radiation Detectors &

Radionuclide Identification Devices are to be installed and operated as detailed in Para 4 of Section IV.

- (xix) "L1" means the bidder whose tender is the lowest.
- (xx) "Detection" means to determine the presence of gamma rays and neutrons.
- (xxi) "Radionuclide" means man-made or naturally occurring radioactive isotope.
- (xxii) "Instruments" mean the Personal Radiation Detector & Radionuclide Identification Device; complete with all accessories and parts.
- (xxiii) "Material" means anything used in the manufacture or fabrication of the Personal Radiation Detector & Radionuclide Identification Device.
- (xxiv) "Integrity Pact" means the pre-bid pre-contract agreement as per the format in Form - 9 which should be signed between the purchaser and the tenderer as required for tenders of Government of India.

Abbreviations:

"AERB"	Atomic Energy Regulatory Board
"BG"	Bank Guarantee
"CBEC"	Central Board of Excise & Customs
"CCAMC"	Centralised Comprehensive Annual Maintenance Contract
"CD"	Custom Duty
"DGS&D"	Directorate General of Supplies and Disposals
"DP"	Delivery Period
"ED"	Excise Duty
"EMD"	Earnest Money Deposit
"GCC"	General Conditions of Contract
"GIT"	General Instructions to Tenderers
"GOI"	Government of India
"IAEA"	International Atomic Energy Agency
"ISO"	International Standard Organization
"LD"	Liquidated Damages
"NIT"	Notice Inviting Tenders
"NORM"	Naturally Occurring Radioactive Material
"OEM"	Original Equipment Manufacturer
"PRD"	Personal Radiation Detector
"QA"	Quality Assurance
"QAP"	Quality Assurance Plan
"QC"	Quality Control
"RID"	Radionuclide Identification Device
"SAT"	Site Acceptance Test
"TED"	Tender Enquiry Document

3. Language of tender

The tender and all subsequent correspondence shall be in English. If any literature submitted by the tenderer is of any other language, an authenticated

English translation thereof should also be submitted and in such a case, the English translation shall be considered for interpretation of the tender.

4. Eligible tenderers

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

5. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

6. Content of Tender Enquiry Documents

6.1 In addition to Section I - "Global Notice inviting Tender" (GNIT), the tender enquiry documents include:

- Section II - General Instructions to Tenderers (GIT)
- Section III - General Conditions of Contract (GCC)
- Section IV - List of Requirements
- Section V - Technical Specifications
- Section VI - Quality Control Requirements
- Section VII - Qualification Criteria
- Section VIII - Price schedule
- Section IX - Questionnaire
- Section X - Instructions for online Bid submission
- Section XI - Form 1 - Tender Form
Form 2 - Manufacturer's Authorization Form
Form 3 - Bank Guarantee Form for EMD
Form 4 - Bank Guarantee Form for Performance
Security / Balance 10% Payment
Form 5 - Contract Form
Form 6 - Bank Guarantee Form for Advance Payment
Form 7 - Model Certificate of Installation
Form 8 - Model Certificate of Delivery and Acceptance
Form 9 - Pre Contract Integrity Pact

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

7. Amendments to Tender Enquiry Documents

- 7.1 Purchaser may, at any time prior to the deadline for submission of tenders, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbec.gov.in or <http://www.eprocure.gov.in> or www.dolcbec.gov.in
- 7.2 All such amendments shall be binding on the tenderer. The tender document shall be deemed to be amended only by way of the amendments mentioned above. Any other communication issued to the tenderers shall not be construed as an amendment to the Tender Documents.
- 7.3 In order to give the prospective tenderer reasonable time to prepare their tenders as per the amendment, the Purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Integrity Pact

- 8.1 Prospective tenderers have to sign a pre-bid, pre-contract Agreement called the Integrity Pact as per the format given in Form - 9 with the purchaser before submitting their tenders and in any case, at least two days prior to the last date for submission of tenders. For this purpose, they should send a letter or fax well in advance seeking a convenient date and time

9. Clarifications on Tender Enquiry Documents

- 9.1 Prospective tenderers seeking clarifications on the tender document should submit their queries online by 17.11.2017 upto 1500 hrs. These queries would be answered in the pre-bid conference.
- 9.2 A Pre-Bid conference will be held on 27.11.2017 at 1500 hrs. in the office of the Commissioner, Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511. Tenderers or their authorized representative(s) may attend the Pre-bid conference. The authorized representative(s) who attend the Pre-Bid Conference should bring with them letters of authority from the tenderer they represent.
- 9.3 All clarifications provided at or in connection with the pre-bid conference shall be uploaded on the departmental website www.cbec.gov.in or www.eprocure.gov.in or www.dolcbec.gov.in. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

C. PREPARATION OF E-TENDER

10. Documents comprising the e-tender

- 10.1 The e-tender shall be submitted online at Government of India's Central Public Procurement Portal, <http://www.eprocure.gov.in>, The tender shall be submitted in two covers, First cover will contain Technical Bid and second cover will contain

Price Bid. The detailed instructions on e-tender online bid submission are given at Section X of the tender document.

- 10.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:
- a) Scanned copy of Tender fee as per instructions given in GNIT.
 - b) Scanned copy of Earnest money furnished in accordance with clause 14.1 of this section or, documentary evidence as per clause 14.2 for claiming exemption from payment of earnest money.
 - c) Tender Form as per Form-1 of Section XI.
 - d) Documentary evidence, establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if it's tender is accepted. The documentary evidence needed to establish the tenderer's qualifications shall be:
 - (i) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the Purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Form-2 of Section XI in this document.
 - (ii) the tenderer has the required financial, technical, production and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VII in this documents.
 - (iii) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the tenderer including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
 - e) Documents and relevant details to establish that the goods and the allied services to be supplied by the tenderer conform to the requirement of the tender documents. These include documents such as technical data, literature, drawings, etc.
 - f) Power of Attorney of firm / resolution of Board of Directors of company for person authorized to submit Tender bid under his Digital Signature;
 - g) Power of Attorney/ Authorization letter by the Manufacturer to Indian company/ firm/ representative to represent the Manufacturer in India;
 - h) Copies of documents defining constitution and legal status of the tenderer;
 - i) Documents indicating arrangements with the OEM (if the Tenderer is not an OEM itself);
 - j) Copies of fax messages and letters sent and received during the Tender period;

- k) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- l) Documentary proof to show that the tenderer has supplied 65 PRDs and 13 RIDs during the past three years in India or abroad;
- m) Documentary proof to show that the tenderer has maintained at least 52 radiation survey instruments per year under warranty/AMC in India per year during the past 3 years.
- n) Documents as per para 7.2 & 7.3 of Section IV.
- o) Questionnaire as per Section IX

Please Note -

1. The tender is required to be submitted online by a person having digital signature issued by any Certifying Agency. If the tender is submitted by a proprietary or partnership firm, all the documents are required to be signed and stamped on every page. In the event of the Tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, it should be signed on his behalf by a person holding a power of attorney authorizing him to do so. Such power of attorney, duly notarized should be submitted with the Tender, and it should clearly mention the registration/ incorporation particulars of the firm. In the case of a company, the tender should be signed by person(s) authorized by a resolution of the Board of Directors of the Company. A copy of the relevant resolution, certified by the company Secretary shall be enclosed. Further, in the case of company, Board of Directors needs to authorise individual to obtain digital signature to represent the company. Scanned copy of this authorization is also required to be uploaded.
 2. The Tenderers may also enclose with their tenders, technical literature and documents other than requested in tender, as and if considered necessary by them.
- 10.3 Price bid shall be as per pro-forma given in Section VIII of the Tender document.
- 10.4 Indication of the bid price in the Technical bid directly or indirectly will render the entire bid invalid.
- 10.5 A tender, which does not fulfil any of the above requirements and/or gives evasive information / reply against any such requirement, shall be liable to be ignored and rejected.
- 11. Tender currencies**
- 11.1 Tender price may be quoted in Indian rupees or in any freely convertible currency. The installation and commissioning charges should be quoted in Indian rupees only. The price should be quoted both in figures and in words, in such a way that interpolation is not possible. Price(s) for maintenance services should be quoted in Indian Rupees only.

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

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

12. Contract Price

12.1 The Contract Price of the PRDs/RIDs shall be the price of PRDs/RIDs chargeable for delivery at the place of installation. This price shall be firm and fixed and not subject to any variation except in cases where the rate of applicable taxes payable in India undergoes a change. These taxes shall be paid as per actuals. The contract price shall also include the cost of Installation & Commissioning, Insurance, Inspection & Survey charges, Test and trials, Delivery, Services of manufacturer's for two years warranty period.

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

13. Indian Agent

If a foreign tenderer has engaged an Indian agent in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission payable by him, if any, in a manner described under GIT sub clause 11.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) The Indian Agent should be registered with DGS&D, as per the GFR 2005.

14. Earnest Money Deposit (EMD)

14.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period and it shall be of Rs. 14 lakhs (Rupees fourteen lakhs), [Rs. 6.5 lakhs in case the quotation is only for PRDs and Rs. 7.5 lakhs in case the quotation is only for RIDs]. Requisite EMD must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by 05.12.2017 at 1500 hrs. Scanned copy of EMD is required to be uploaded along with Technical bid.

14.2 Tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi are exempted from payment of earnest money. In case the tenderer falls in these categories for the tendered goods/ items, they should furnish certified copy of its valid registration details (with DGS&D or NSIC, as the case may be).

- 14.3 The earnest money deposit shall be furnished in the form of Bank Guarantee from a Scheduled Commercial Bank as per format given in Form-3 of the Section XI of this document.
- 14.4 The earnest money deposit shall be valid for a period of 45 days beyond the validity period of the tender.
- 14.5 Unsuccessful tenderer's earnest money deposit will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 14.6 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful tenderer's earnest money will be forfeited if it fails to furnish the required performance security within the specified period.

15 Tender Validity

- 15.1 The tender shall remain valid for acceptance for a period of 180 days (One hundred eighty days) from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 15.2 In exceptional cases, the tenderer may be requested by the Purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail or fax followed by signed hard copy delivered by hand/post/courier. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly.
- 15.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

16 Instructions on e-tenders

- 16.1 The Tenderers shall submit their tenders as per Clause 10 of this section.
- 16.2 Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>
- 16.3 Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Hard copy of the Technical bid of the tender will not be accepted until it is sent through online.
- 16.4 Tenderers are advised to follow the instructions provided in the "*Instructions to the Tenderers/Contractors for the e-submission of the bids online through the Central*

Public Procurement Portal for procurement at <https://eprocure.gov.in/eprocure/app>". For the convenience of the bidders, the instructions for online bid submission are also given at Section 'X' of this tender document.

- 16.5 Tenderers are requested to note that they should necessarily submit their Price bids in the format provided and no other format is acceptable.
- 16.6 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 and hence plan tender submission well in advance.
- 16.7 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.
- 16.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 16.9 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.
- 16.10 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 the bid opening meetings.
- 16.11 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.
- 16.12 The Tenderer shall submit technical proposal as per the Tender form (Form 1 of Section XI) along with all necessary enclosures and Price Bid as per the Price Schedule (Part- I & II) given in Section VIII of the Tender document.
- 16.13 The tenderer shall quote the price strictly as per the Pro-forma specified in Section VIII.

D. SUBMISSION OF TENDERS

17. Alteration and Withdrawal of Tender

- 17.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are done within the deadline for online submission of tenders. Once submitted, any modification/ alteration/ improvements to the tender shall not be permitted.
- 17.2 No tender can be withdrawn after the deadline for online submission of tender and before expiry of the tender validity period. If a tenderer withdraws the

tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

18 Opening of E-Tenders

- 18.1 The Purchaser will open the Technical bids at 1500 hours on 11.12.2017. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 18.2 Physical presence of the bidder at the time of opening of the tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all bidders on the CPP Portal.
- 18.3 The first cover, i.e., technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document. If the details/data given in the technical bids are found in conformity with the technical specifications prescribed in Section V, testing of the models offered by the Tenderers shall be carried out to ascertain the actual performance of the systems.
- 18.4 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 invited to witness the opening of the Price Bids.

F. SCRUTINY AND EVALUATION OF TENDERS

19 Basic Principle

- 19.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, and amendments, if any, based on which tenders have been received and the terms, conditions, etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
- 19.2 The Purchaser reserves the right to have the financial and other data / credentials claimed by the tenderer verified independently, if necessary by a third party. If the data/ credentials furnished are found to be incorrect, the Purchaser will reject the particular Tender summarily. The Purchaser also reserves the right to reject any Tender submitted by a party if it comes to know suo-moto of any adverse reports on the financial condition of the tenderer.

20 Scrutiny of Tenders

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

- 20.2 The technical bids will be evaluated by the Tender Evaluation Committee (TEC) to assess the following:
- a) Is the bidder eligible and qualified to submit the tenders?
 - b) Does the tender conform to all the Instructions to Tenderers?
 - c) Are the goods and services offered as per the Schedule of Requirements and Technical Specifications?
 - d) Is the proposed set-up for warranty and post-warranty maintenance satisfactory?
 - e) Is the bidder capable of providing the goods and services?

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

21 Minor Infirmary / Irregularity / Non-Conformity

If during the preliminary examination, the Purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a tender, the Purchaser may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the Purchaser will convey its observation on such 'minor' issues to the tenderer 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.

22 Discrepancy in Prices

- 22.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 22.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- 22.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 22.1 and 22.2 above.
- 22.4 If, as per the judgement of the Purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Purchaser, the tender is liable to be ignored.

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

23 Qualification Criteria

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

24 Conversion of tender currencies to Indian Rupees

All quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the B.C. selling exchange rates established by the State Bank of India for similar transactions, as on the date of tender opening i.e. the date of opening of the technical bid. If on this date, due to any reasons such exchange rates are not available (FOREX market being closed), the latest available rates prior to the date of opening shall be considered.

25 Contacting the Purchaser

25.1 From the time of submission of tender to the time of awarding the contract, 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.

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

G. AWARD OF CONTRACT

26 Purchaser's Right to accept any Tender and to reject any or All Tenders

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

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

27 Evaluation and Award Criteria

27.1 Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of the models of PRDs/RIDs being offered. The Tender Evaluation Committee (TEC) will witness the actual

performance of the models of PRDs/RIDs being offered. The Tenderer, shall, at his cost arrange the demonstration of the PRDs/RIDs at any location within India as decided by TEC. However, if the TEC desires to witness the demonstration at any other location than New Delhi, in that case the cost of travel, stay, boarding etc. of the members of TEC, if any, will be borne by the TEC itself. Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section VII, shall be evaluated first in terms of parameters/ specifications given in Section V of the tender document. If the details/data given in the technical bids are found in conformity with the technical specification prescribed in Section V, testing of the models offered by the Tenderers shall be carried out by the Tender Evaluation Committee to ascertain the actual performance of the systems.

27.2 If the Tenderer offers more than one model of PRDs/RIDs, then testing of each model offered shall be carried out. The place of testing shall be anywhere in India. In case the bidder wishes to temporarily import any PRD/RID to India for demonstration under this tender, he can do so, at his own cost, as per procedures laid down by Government of India in this regard.

27.3 After technical evaluation of the models offered and which are in conformity with the requirement, the technical bids submitted by the Tenderers shall be accepted. Price bids of the Tenderers, whose technical bids are accepted, shall be opened.

27.4 Tenderer shall offer to supply the full quantity of PRDs/RIDs indicated in NIT against that category. Offer for lesser quantity will be treated as unresponsive for the category and ignored. Price evaluation shall be carried out category-wise. The L1 shall be determined as follows:

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

$$\text{Net cash outflow} = (P) + (M)$$

Where (P) = Contract Price of the system

(M) = Sum of discounted annual maintenance charges for five years

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

Sl. No.	Payments	Discounting factor	Net Present Value
	A	B	A / B
1	1 st Year AMC advance	1.19	
2	1 st Year AMC balance	1.30	
3	2 nd Year AMC advance	1.30	
4	2 nd Year AMC balance	1.41	
5	3 rd Year AMC advance	1.41	

6	3 rd Year AMC balance	1.54	
7	4 th Year AMC advance	1.54	
8	4 th Year AMC balance	1.68	
9	5 th Year AMC advance	1.68	
10	5 th Year AMC balance	1.83	
Sum of total discounted AMC charges (M)			

27.5 Notwithstanding inclusion of AMC charges for the evaluation, the Purchaser reserves the right to get the maintenance done from any other service provider. All duties and taxes forming part of the Pro-forma in Section-VIII shall be taken into account for purpose of evaluation of bids.

27.6 Subject to clause 26 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

28 **Variation of Quantities at the Time of Award**

The Purchaser reserves the right to decrease or increase the original quantity at the time of placing award.

29 **Notification of Award**

Before expiry of the tender validity period, the Purchaser will notify the successful tenderer(s) online as well as in writing, by registered / speed post or by fax/ telex/cable. The successful tenderer(s) must furnish to the purchaser the performance security **within twenty one** days from the date of the notification (details of the performance security are in clause 5 of Section III, GCC).

30 **Issue of Contract**

30.1 After notification of award, the Purchaser will mail the contract form to the successful tenderer by registered / speed post for signing.

30.2 Preferably, within fifteen days from the date of the award, contract/agreement will be signed between Supplier and Purchaser in the office of the Purchaser at mutually convenient time and date.

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

31 **Non-receipt of Performance Security and Contract by the Purchaser**

Failure of the successful tenderer in providing performance security and / or returning the contract copy duly signed in terms of clauses 29 and 30 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it.

32 **Publication of Tender Result**

The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the notice board of the Directorate of Logistics and also on the

web site of the Purchaser www.cbec.gov.in or <https://eprocure.gov.in>
www.dolcbec.gov.in

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

2.2 The tenderer shall not, without the Purchaser's prior written consent, make use of any document or information mentioned in sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the tenderer, each and every other document mentioned in sub-clause 2.1 above shall remain the property of the Purchaser and, if advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under the contract.

3. Patent Rights

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

4. Country of Origin

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

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

5. Performance Security

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

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

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

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

5.5 Subject to sub-clause 5.4 above, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the warranty obligations and signing of the AMC.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

8. Inspection and Quality Control

8.1 The Purchaser and/or its nominated representative(s) will inspect and/ or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract at the cost of the purchaser. The Purchaser shall inform the Supplier in advance, preferably one month before the delivery period, in writing, the Purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract specify the inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Supplier to the Purchaser's inspecting authorities at no charge to the Purchaser. The cost towards the transportation, boarding and lodging of the purchaser and/ or its nominated representative(s) shall be borne by the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Purchaser's inspecting authorities may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser and resubmit the same to the Purchaser's inspector for conducting the inspections and tests again.
- 8.4 The contract stipulates pre-despatch inspection of the ordered goods at Suppliers premises, the Supplier shall put up the goods for such inspection to the Purchaser's inspecting authorities well ahead of the contractual delivery period, so that they are able to complete the inspection within the contractual delivery period.
- 8.5 If the Supplier tenders the goods to the Purchaser's inspecting authorities for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, they may carry out the inspection and complete the formalities beyond the contractual delivery period at the risk and expense of the Supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Purchaser under the terms & conditions of the contract.
- 8.6 The Purchaser's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's representatives during pre-despatch inspection mentioned above.
- 8.7 Goods accepted by the Purchaser and/or its Inspecting authorities at initial inspection and in final inspection in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

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

10. Transportation of Goods

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

11. Insurance

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

12. Spare parts

The supplier shall ensure availability of Spare Parts as per the List of requirements (Section-IV).

13. Services

13.1 The supplier shall provide services as detailed in the List of requirements in Section IV.

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

14. Clearance / Receipt of Goods

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

15. Warranty

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

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

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

- 15.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed in para 8.1 of Section IV repair / replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter.
- 15.5 If any defect is rectified or defective goods are replaced during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four months from the date of completion of its repair / replacement and the systems starts functioning to the satisfaction of the Purchaser.
- 15.6 If the Supplier, having been notified, fails to rectify/replace the defect(s) within a reasonable period the Purchaser may proceed to take such remedial action(s) as deemed fit by the Purchaser, at the risk and expense of the Supplier and without prejudice to other contractual rights and remedies, which the Purchaser may have against the Supplier.

16. Assignment

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

17. Sub contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts 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.
- 17.2 Sub contract shall be only for bought out items, sub-assemblies and maintenance of goods.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, design etc. where goods to be supplied under the contract are to be specially manufactured for the Purchaser;
 - b) Additions in scope of services to be provided by the tenderer;
 - c) Any other area(s) of the contract, as felt necessary by the Purchaser depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

21. Terms and Mode of Payment

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

S.No.	Stage	Payment	Documents to be submitted
1	On Installation of PRDs & RIDs	90% of the Basic cost of the PRDs & RIDs	1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by the user Commissionerate (as per Form-7 of Section XI).
2	On payment of Taxes & Duties	100% Taxes and Duties	Document showing proof of payment of taxes & duties on PRDs & RIDs, duly attested by the appropriate authority/
3	On completion of Delivery	Balance 10% of the Basic cost of the PRDs & RIDs + other charges, if any	1. Supplier's commercial invoice in quadruplicate. 2. Delivery & Acceptance Certificate as per Form-8 of Section XI. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section XI.

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

21.2 No advance payment shall be made.

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

- 21.4 The payment in foreign currency shall be made through Direct Bank Transfer (DBT) in the quoted currency. The rate of exchange shall be the rate on the day of release of payment.
- 21.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.
- 21.6 While claiming payment, the Supplier should also certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment has been fulfilled as required under the contract.
- 21.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, customs duty etc.) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities.
- 21.8 The Bank Guarantee submitted against release of balance 10% payment shall remain valid till 90 days after the expiry of warranty period.
- 21.9 In case the PRD/RID is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit and 10% of the Bank Guarantee submitted against the release of 10% of balance payment shall be forfeited.
- 21.10 All costs, damages or expenses that the Purchaser may have paid, for which under the contract the Supplier is liable, will be claimed by the Purchaser from the Supplier regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due to him from the Supplier under the contract or may be recovered by actions of law or otherwise.

22. Delay in the Supplier's performance

- 22.1 The Supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the Force Majeure provision under clause 26 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:
- i) Imposition of liquidated damages,
 - ii) Forfeiture of its performance security, and
 - iii) Termination of the contract for default.

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

22.4 When the period of delivery is extended due to unexcused delay by the Supplier, the amendment letter extending the delivery period shall, *interalia* contain the following conditions:

- (a) The Purchaser shall recover from the Supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, 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 date of delivery stipulated in the contract.

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

23. Liquidated damages

23.1 Subject to Clause 26 of this section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contact value.

23.2 If the delay exceeds one month from the scheduled date of supply, the Purchaser shall have the right to terminate the contract at the risk and cost of the Supplier.

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

24. Termination for default

24.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser under sub-clauses 22.3 and 22.4 of this Section.

24.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

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

25. Termination for insolvency

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

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the Supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

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

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

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

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

27. Termination for convenience

27.1 The Purchaser reserves the right to terminate the contract, in whole or in part for it's (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 interalia, 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.

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

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

28. Governing language

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

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent by e-mail or fax and confirmed through a signed hard copy delivered by hand/post/courier. The sender shall retain proof of receipt of the notice by the

receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 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.

30. Resolution of disputes

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

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

31. Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to clause 30 (Resolution of disputes) the court of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

32. General / Miscellaneous

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

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

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

32.4 Each member / constituent of the Supplier, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the

Government for performance of contract / services including that of its Associates/ Sub-Contractors under the Contract.

- 32.5 The Supplier shall, at all times indemnify and keep indemnified the Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier / its Associate / affiliate etc.
- 32.6 All claims regarding indemnity including Clause 3, 32.5 etc. shall survive the termination or expiry of the Contract.

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SECTION - IV

LIST OF REQUIREMENT

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SECTION - IV

LIST OF REQUIREMENTS

1 **Scope of Work**

- i) Supply of 130 Nos. Personal Radiation Detectors (Gamma) and 26 Nos. of Radionuclide Identification Devices hereinafter referred as PRDs & RIDs, which includes installation & commissioning of these PRDs & RIDs at respective sites;
- ii) Training of staff;
- iii) Servicing & calibration during warranty period of two years;
- iv) Centralised Comprehensive Annual Maintenance Service, hereinafter referred to as CCAMC, for a period of five years including spare parts & periodic calibration after completion of warranty period of two years;
- v) Product Support.

2 **Delivery Schedule**

PRDs & RIDs should be supplied, installed and commissioned within six months from the date of award of order.

3 **Terms of Delivery**

- 3.1 Any loss or damage to the instruments due to under handling, transportation, till such time the instruments are delivered at the site shall be to tenderer's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of instruments damaged or lost.
- 3.2 Upkeep of the PRDs & RIDs till the time of their commissioning and delivery shall be the responsibility of the tenderer. No extra cost for upkeep of instruments shall be payable to the supplier if the installation & commissioning of the instruments at particular destination(s) is delayed for reasons not attributable to the Govt.
- 3.3 The successful tenderer shall be responsible to ensure the following:
 - i) Sound packing of their items.
 - ii) Shipment of the items
 - iii) Insurance
 - iv) Customs clearance and handling of items at port of entry in India.
 - v) Forwarding and transshipment of items up to the destination.
 - vi) Insurance for inland transportation.
 - vii) Receipt of instruments and installation of the same at the site.
 - viii) Maintenance of the instruments during the warranty period.
 - ix) Maintenance of the instruments during the post warranty period

4 **Locations for Commissioning**

Locations for installation of PRDs & RIDs shall be as per the table given hereunder:

Sl.No	Place of Installation	PRDs (Nos.)	RIDs (Nos.)
1	Chennai Port	5	1
2	Cochin Port	5	1
3	Ennore Port	5	1
4	JN Customs House	5	1
5	Kandla Port	5	1
6	Mormugao Port	5	1
7	Mumbai Port	5	1
8	New Mangalore Port	5	1
9	Paradip Port	5	1
10	Tuticorin Port	5	1
11	Visakhapatnam Port	5	1
12	ICD Loni (Ghaziabad)	5	1
13	Pipavav Port	5	1
14	Mundra Port	5	1
15	Kolkata Port	5	1
16	ICD Ludhiana	5	1
17	ICD Dadri (Greater Noida)	5	1
18	ICD Nagpur	5	1
19	ICD Jodhpur	5	1
20	ICD Jaipur	5	1
21	ICD Udaipur	5	1
22	CFS Muland	5	1
23	ICD Kanpur	5	1
24	ICD Ahmedabad	5	1
25	ICD Pitampur	5	1
26	ICD Malanpur	5	1

5 **Progress**

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

6 **Product Support**

The tenderer must submit an undertaking to give product support for at least 10 years. Indemnity bond shall be furnished for providing product support for the period of 8 years from the date of expiry of warranty period.

7 **General Maintenance Requirements**

- 7.1 To offer satisfactory service during warranty period of two years the tenderer should either have his own service set-up in India or have an agreement with any indigenous manufacturer /reputed contractor experienced in the field of maintenance of such radiation sensitive instruments so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period.
- 7.2 The firm or contractor with whom the tenderer has an agreement for providing warranty maintenance may be involved with operation / maintenance of the instruments ab-initio to enable him to fully comprehend the work. The tenderer must intimate the name of such manufacturer, firm or contractor at the time of submission of tenders and a copy of the agreement between them which is valid for at least five years after end of warranty period should be enclosed to the Price bid.
- 7.3 The agreement between the tenderer and the contractor should clearly specify that the manufacturer will give all the necessary technical support including supply of spares to the contractor during the maintenance period so that the contractor can provide effective maintenance of all the PRDs & RIDs.
- 7.4 If the contractor fails to maintain the PRDs & RIDs, it shall be the responsibility of the Supplier to undertake or arrange for maintenance at the rates agreed in the contract.
- 7.5 There shall be a separate contract for maintenance of the instruments for the post warranty period as distinct for the contract for supply of the instruments.

8. **Instrument Calibration**

- 8.1 PRDs & RIDs shall be calibrated once in two years or as stipulated by OEM, both during warranty and post-warranty periods. These shall be calibrated in AERB recognised laboratories or by OEM.
- 8.2 The calibration shall be carried out under standard test conditions, with suitable correction to the conditions existing at the site of installation.
- 8.3 All devices, source, standards, etc. required for the calibration shall be arranged and provided by the supplier.
- 8.4 On-site calibration will be preferred. However, in case the PRDs & RIDs need to be taken out of the site of installation for calibration, the supplier shall replace these with another set of PRDs & RIDs for the interim period of calibration, so that the work of Customs is no way affected.

9 **Warranty Maintenance**

- 9.1 During warranty period, the Maintenance Contractor shall set right the instruments immediately on receipt of complaint within the time period of 48 hours.

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

10 **Post warranty Maintenance**

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

10.2 During CCAMC all parts/components shall be repaired / replaced by the contractor. No extra payment shall be made for replacement of parts.

10.3 Full particulars of maintenance service centres and qualified engineering staff should be enclosed to the techno-commercial bids.

10.4 Maximum time limit for attending to the complaint and making the instruments operational shall be 48 hours .Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the instruments operational.

10.5 The contractor shall carry out preventive maintenance visits atleast once in a quarter. However a gap of 10 to 14 weeks shall be maintained between two preventive visits.

10.6 50% of AMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Section XI or Account payee Demand Draft / Fixed Deposit Receipt in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any Commercial Bank for the same amount. The balance amount would be paid after satisfactory completion of one year and on production of the Verification Reports of the User Commissionerates by the contractor. Service Tax & Cess will be paid extra on submission of proof of payment.

10.7 If the PRD/RID remains non-operational continuously beyond the max. time limit prescribed in para 9.4 of this Section, a deduction of 0.5% of CAMC charges per day for seven days and thereafter @1% of CAMC charges per day will be made from the maintenance charges for the period (no. of days) during which the instrument remains non-operational. The amount shall be deducted from the annual maintenance charges, at the time of making the final / balance payment.

10.8 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 9.5 above, a sum of 5% of CAMC charges shall be deducted at the time of making balance payment. If the Contractor fails to carry out preventive maintenance altogether during a preventive maintenance cycle, 10% of CAMC charges shall be deducted.

10.9 Apart from above, maintenance charges shall also deducted pro-rata calculated for the period (no. of days) during which any of the instruments remains non-operational on any account.

- 10.10 Any dispute or difference in connection with the CCAMC contracts conditions shall also be resolved as per para 30 of GCC.
- 10.11 The price charged by the tenderer shall not exceed the prevailing rates charged by him from others for similar services. While claiming payments the tenderer shall give a certificate to this effect in its each bill.
- 10.12 Performance security equivalent to 5% of the value of the CCAMC contract shall be submitted by the tenderer at the time of signing CCAMC contract in the form of Account payee Demand Draft / Fixed Deposit Receipts in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any Commercial Bank or Bank Guarantee in the Proforma given in Section XI. The Guarantee will remain valid during the currency of the contract.
- 10.13 The Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.

11. **Training of Staff**

Tenderer shall train at least 2 persons (to be nominated by the user Commissionerate) for each unit of PRD/RID supplied for atleast one day, once in 6 months during the warranty period/post-warranty period. The training will be provided at the site of installation i.e. at User Commissionerate. The cost for providing such training shall be deemed to have been included within the cost quoted.

12 **Long Term availability of Spares**

- 12.1 The Supplier shall ensure long term availability of spares and accessories.
- 12.2 Comprehensive list of spares and components shall be indicated in the Technical bid. Supplier shall also provide recommended list of critical spares and test instruments.

SECTION - V

TECHNICAL SPECIFICATIONS

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SECTION - V

TECHNICAL SPECIFICATIONS

1. **General**

These specifications shall be read in conjunction with the general conditions of contract. If these are at variance with general conditions of contract, these will prevail. The technical specifications in this Section are indicative and not exhaustive. The tenderer should ensure that the design, material and capacities of the instruments offered are suitable for gamma ray and identifying man-made and naturally occurring radio-nuclides, if present, inof undeclared or mis-declared goods or goods concealed inside other goods or cavities at sea ports and cargo container depot. Tenderer should offer the most advanced and efficient modelof the instruments for this purpose.

2. **Supply Details**

Supply of Personal Radiation Detectors (PRDs) and Radionuclide Identification Devices (RIDs), complete with essential accessories, as specified in clauses 4, 5, & 6 of this Section.

3. **Tenderer's Submittals**

Tenderers shall submit the following documents in the Technical Bid:-

- (i) Complete description of each category of the proposed instruments with their principle of operations.
- (ii) Comprehensive details on the capability of the each category of the proposed instruments.
- (iii) Comprehensive list of spares shall be indicated in the Technical bid. Tenderer shall also provide recommended list of critical spares.
- (iv) ISO 9001 certification or an equivalent issued in favour of the OEM whose product is being proposed against this tender.
- (v) Minimum guaranteed life of instrument.
- (vi) NOC/Type approval, if necessary, from Atomic Energy Regulatory Board, Govt. of India, for the product offered to be submitted within one months of opening of Technical bids.
- (vii) Complete technical details and any special features proposed to be incorporated must be given in the Technical bid along with supporting document for full technical evaluation.
- (viii) Clause-wise response (for the General conditions, Special conditions, list of requirements and the technical specifications) by the tenderer in the Technical bid. A confirmation that the tenderer complies with each parameter along with supporting documents.
- (ix) The following certificates:
 - a) A certificate regarding the life of the instruments from any independent Government agency or from the manufacturer.
 - b) ISO 9001 Certificate for design and manufacture and also for maintenance of services.

- c) NOC/Type approval, if necessary, from Atomic Energy Regulatory Board (AERB), Government of India, Anushakti Nagar, Mumbai, 400094.
- d) A certificate from the competent organisation or OEM on calibration standards.

4. Specifications for PRDs

4.1	Application	<ul style="list-style-type: none"> a) To detect gamma ray and providing alarm; retention of these detections for later review and retrieval from the memory. b) To determine location of radiation source and resetting automatically when radiation is no longer present. c) To provide sufficient memory to integrate accumulated gamma.
4.2	Specification	
	i) Detector	NaI (TI)
	ii) Measurement range	1 μ R/h-25mR/h
	iii) Energy range	60keV-1.3 MeV
	iv) Count for Cs-	\geq 1.5 cps per μ R/hr
	v) Over range indication	1000 R/h
4.3	Other requirements	
	i) Portability	Should be ready to wear on belt or carried in pocket; simple to operate for non-expert users and should have rugged shock & weather proof enclosure.
	ii) Temperature	(-) 10 to (+) 50 deg. C and humid and salt laden sea environment.
	iii) Alarm	Should have audio, visual, and vibration alarm which should be adjustable for threshold levels. Safety alarm against high dose rate with pre-settable levels should be available.
	iv) Warm-up time	Maximum time for the instrument to become fully functional from either a dead start or when in stand-by mode should be less than 2 min.
	v) Calibration	Easy re-calibrated type along with simple mechanism for checking / ascertaining functionality.
	vi) Miscellaneous	<ul style="list-style-type: none"> a) Should be fully automatic, unattended continuous operation without need for any adjustment or frequent operational checks. b) Instrument may be used in a place where radio-communications are prevailing and therefore, it shall have provision of proper filtration to prevent false alarm.

5. **Specifications for RIDs**

5.1	Application	<ul style="list-style-type: none"> a) Verification of an alarm triggered by fixed installed detectors or PRDs; b) Locating missing or offending source; c) Provide dose rate calculation and total accumulated dose; d) Provide integrated display with simple push button operation; e) Simultaneous detection of gamma and neutron.
5.2	Specifications	
	i) Detector	Standard 2 in. x 2 in. NaI(Tl) Scintillator and neutron detector
	ii) Energy Range	20keV to 3MeV (gamma)
	iii) Display	Approx.3.5 inch. LCD
	iv) I/O	Ethernet and removable memory card
	v) Battery Life	6-10 hours with standard battery pack
	vi) Weight	< 1.5 Kg (hand-held)
	vii) Dimensions	Approx. 35cm x 25cm x 20cm
	viii) Temperature	-20° to 50°C and humid and salt laden sea-port environment
	ix) Alarms	Audio and visual on screen
	x) Stabilization	Continuous with natural potassium
	xi) Library	Standard ANSI, medical, industrial, SNM or user defined
	xii) Neutron Detector	Should be available
	xiii) Functions	Isotope identification, spectral analysis, dose rate meter, source locator
	xiv) Calibration	Built in self-calibration system
5.3	Other requirements	
		Maximum time for the instrument to become fully functional from either a dead start or when in stand-by mode should be less than 2 min.
		The instruments shall be tested/ demonstrated for compliance of the features, characteristics & specifications mentioned herein.

5.4 Tenderers should enclose with their offers descriptive literature / leaflets supplementing the description and point out any special features / advantages of their instruments. It will be helpful to the Purchaser if along with the usual description, the Tenderers indicate in a summary form:

- a) Accessories / fitments which are standard with instruments as well as such of the accessories / fitments which though not considered standard are included in the scope of supply.
- b) Accessories / fitments which may occasionally or frequently be required but have been specifically excluded by the Tenderers from the scope of supply.

6 Responsibility for completeness

Any component or part of it or accessories not mentioned in the specification but which are usual or necessary are to be provided by the tenderer without extra charge as to make the instruments complete in all respects to meet the specifications.

7 Instruction Manual

7.1 The tenderer shall hand over to the user Commissionerate Instruction Manuals and one set of spare parts catalogue for all the instruments at the time of conducting Site Acceptance Test. It shall contain full details and drawings of all the instruments, testing, operation, installation and maintenance procedures of the instruments.

7.2 After commissioning and initial operation of the instruments, if the instruction manual requires any modification / additions / changes, the modified sheet shall be submitted by the tenderer to the Purchaser.

7.3 The manufacturer must provide an operating manual, a technical service and maintenance manual, a list of spare parts, troubleshooting and short checklist procedure.

7.4 The manufacturer must provide a test procedure for the verification of all relevant parameters (exposure and energy ranges, accuracy, stability, etc.) along with a report on the test results performed to the technical specification requirements.

8 Technical Manuals / Documentation

8.1 One Technical manual consisting of following documents shall be supplied along with the technical bid for technical evaluation.

- a. Detailed specification.
- b. Block diagram of the instrument with brief descriptions.
- c. Working diagram of the complete instrument.
- d. Servicing / Maintenance Instructions including preventive Maintenance schedule. Indicate type of test instruments to be used for maintenance.

8.2 The tenderer shall also provide one such Technical manual for each instrument at the time of conducting Site Acceptance Test to the User Commissionerate.

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

9 Sufficiency of Tender

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

contract and all matters and things necessary for the proper completion and maintenance of the works.

10 Printed Terms and conditions of Tenderers

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

SECTION - VI

QUALITY CONTROL REQUIREMENT

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SECTION - VI

QUALITY CONTROL REQUIREMENTS

1 General

- 1.1 The tenderer shall provide adequate supervision at all stages of the supply and examine all components for accuracy before supply is completed.
- 1.2 Despatch of the PRDs & RIDs to sites shall be made only after the working of instruments and its calibration is demonstrated to the Purchaser and same is accepted & cleared by the Purchaser. The location for such demonstration and calibration would be decided by the Purchaser. All arrangements for demonstration of instruments and calibration, including transportation of instruments to site of tests and other logistics involved in conducting the test would be made by the tenderer. Necessary arrangements and expenses pertaining to travel, stay of representatives of Purchaser for said Acceptance test would be made and borne by the Purchaser.

2 Installation at site: Site Acceptance Test

- 2.1 When the instrument is delivered at site, Inspecting Authority and user Commissionerate in cooperation shall carry out acceptance tests. The site acceptance tests must include installation, inspection of all specified functions, calibration and agreed performance shown during acceptance tests before despatch in all respects of specs and documentation.
- 2.2 When all performance tests called for as per the specification given in Section V will be successfully carried out after installation of the PRDs & RIDs at the site by the Inspecting Authority and user Commissionerate, an Installation certificate as per proforma given in Section XI shall be issued by the user Commissionerate and the calibration kits shall be handed over to the user Commissionerate.
- 2.3 In the event of final or any outstanding tests being held over, such certificate shall be issued subject to the results of final or outstanding tests which shall be carried out in accordance with the relevant clause of the contract.
- 2.4 The User Commissionerate shall not delay the issue of Installation certificate contemplated by this clause on account of minor defects in the supply which do not materially affect the use thereof provided that the Tenderer shall undertake to rectify the defect in due course.
- 2.5 In case after the inspection, the instrument is accepted but not installed the responsibility for its proper upkeep and maintenance shall remain on supplier till the instrument is installed. However, till the time the proper receipt / acknowledgement for delivery / receipt of the PRDs & RIDs is obtained, the responsibility for its proper upkeep and financial liability shall have to be borne by the tenderer.

3 Commissioning

- 3.1 After the installation the instruments shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered PRDS & RIDS works in accordance with the agreed specifications and without faults or malfunctions during the same time, the instruments will be accepted. If not, the faults or malfunctions are to be rectified and a further trial period of 15 days is to be added to permit an additional attempt to meet the contract specifications. Maximum two additional attempts shall be given to meet the contract specification. After two additional attempts if the instrument will not found functioning properly as per the specification laid out in the tender, the Purchaser may reject the PRDS & RIDS. The decision of the Purchaser in this regard shall be final and binding on the tenderer. The loss caused if any due to rejection shall be entirely borne by the tenderer. The department shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.
- 3.2 After commissioning of the instruments and completion of Delivery, the user Commissionerate will issue a Delivery & acceptance certificate as per the pro-forma given in Form-8 of the Section XI.

SECTION - VII

QUALIFICATION CRITERIA

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SECTION - VII

QUALIFICATION CRITERIA

1 **Tenderers who can Bid**

- 1.1 Manufacturers of original instruments (OEM), may bid directly.
- 1.2 Other manufacturers/tenderers who have an irrevocable long-term (minimum seven years) agreement with an OEM manufacture in collaboration. Terms of transfer of technical know-how or scope of collaboration between the collaborators should also be clearly spelt out and relevant documents enclosed with the tender.
- 1.3 Average annual turnover of the Tenderer of the instruments should be at least Rs 5 Crores during the last three financial years i.e. 2014-15, 2015-16 and 2016-17 and it should be an on-going firm with positive net-worth. Certified and published annual reports of the above three years are to be submitted along with the tender.
- 1.4 The Tenderers should have supplied at least 78 radiation survey instruments in last 3 years.
- 1.5 The tenderers in paras 1.1 and 1.2 should have an establishment in India to maintain the radiation survey instruments at all the locations where these are proposed to be installed and should have maintained at least 52 radiation survey instruments in India per year in each of the last three years either under warranty or under AMC. If they do not have their own set up but maintain radiation survey instruments through their contractor, such contractor should have a network in India and should have been maintaining at least 52 radiation survey instruments per year during each of the past three years either under warranty or AMC. List of the radiation survey instruments maintained along with certificates from the customers regarding the satisfactory service should be enclosed along with the Tender Form.

2 **Permissible Bid Combination**

A manufacture shall offer one bid only. More than one bid, from the manufacturer by a combination of direct bid and through agent(s) shall not be permitted. An agent participating in the tender on behalf of the manufacture shall not be allowed to quote on behalf of another manufacture.

SECTION - VIII

PRICE SCHEDULE

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3	Part III - CCAMC for PRD	55
4	Part IV - CCAMC for RID	55

SECTION - VIII

PART - I : PRICE SCHEDULE FOR PRD

S. No.	DETAIL OF COST	UNIT PRICE
1	Cost of one PRD for delivery at the place of installation (including insurance and freight)	
2	Installation and Commissioning charges, if any, (chargeable to GST)	
3	Customs Duty	
4	GST as applicable	
5	Commission of the Indian agent, if any, to be paid by the supplier	
6	Any other levies (pl. specify)	
7	Total Price of one PRD	
8	Grand Total [Total price of PRD x 130 Nos.]	

PART - II : PRICE SCHEDULE FOR RID

S. No.	DETAIL OF COST	UNIT PRICE
1	Cost of one RID for delivery at the place of installation (including insurance and freight)	
2	Installation and Commissioning charges, if any, (chargeable to GST)	
3	Customs Duty	
4	GST as applicable	
5	Commission of the Indian agent, if any, to be paid by the supplier	
6	Any other levies (pl. specify)	
7	Total Price of one RID	
8	Grand Total [Total price of RID x 26 Nos.]	

PART - III : PRICE SCHEDULE FOR CCAMC FOR PRD

Year of AMC	Cost of AMC per PRD	GST as applicable	Cost of AMC of one PRD	Total cost of AMC of 130 PRDs
A	B	C	D=B+C	E=Dx130
First Year (after two years warranty period)				
Second Year				
Third Year				
Fourth Year				
Fifth Year				
GRAND TOTAL				

PART - IV : PRICE SCHEDULE FOR CCAMC FOR RID

Year of AMC	Cost of AMC per RID	GST as applicable	Cost of AMC per RID	Total Cost of AMC of 26 RIDS
A	B	C	D=(B+C)	E = Dx 26
First Year (after two years warranty period)				
Second Year				
Third Year				
Fourth Year				
Fifth Year				
GRAND TOTAL				

NOTE:

- Comprehensive Annual maintenance charges for each category of instrument for the period of five years are to be mentioned above.

SECTION - IX

QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/issues mentioned below. In case a question/issue does not apply to a tenderer, the same should be answered with the remark "not applicable".

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance upto
3. Your permanent Income Tax A/C No. as allotted by the Income Tax Authority of Government of India:

Please attach certified copy of your latest / current Income Tax clearance certificate issued by the above authority.

4. Status:
 - (a) Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/or the National Small Industries Corporation (NSIC), New Delhi, and/or the present Purchaser and/or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - (b) Are you currently registered under the Indian Companies Act, 1956 or any other similar Act?

Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.

5. Please indicate name & full address of your Banker(s):
6. Please state whether business dealings with you currently stand suspended / banned by any Ministry / Deptt. of Government of India or by any State Govt.

.....
(Signature with date)

.....
(Full name, designation & address of the person duly authorised sign on behalf of the tenderer)

For and on behalf of
.....
(Name, address and stamp of the tendering firm)

SECTION X

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 "Click here to Enroll" on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrollment, 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 05.12.2017 at 1500 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 acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

SECTION - XI

FORM - 1 : TENDER FORM

(The technical bid should be as per this form)
(Tender Notice No. 17(AS)/2017 dated 25.10.2017)

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

1. The tenderer should obtain and/or download and carefully examine the above Tender Notice and all its tender enquiry documents (TED), including amendments, if any and unconditionally agree to all the terms and conditions indicated in the tender enquiry documents and subsequent amendments.
2. **The copy of the TED and amendments retained in the records of the Directorate will be deemed authentic in case of any dispute at any stage.**
3. The tenderer should fill in all columns of this Tender Form and enclose supporting documents. The e-tendering process **may permit replacement of shortfall documents, e.g., a document which is not legible but no additional documents can be submitted after the tenders are opened.** Tenderers should therefore submit whatever documents they wish, in support of their tender along with the tender itself.
4. The following tenders shall be ignored:
 - a) Tenders submitted by those who do not meet the qualification criteria
 - b) Tenders sent by fax/telex/cable/email/post/personally delivered
 - c) Tenders received after the closing date and time
 - d) Tenders that do not meet the basic requirements
 - e) Tenders which have any shortfall documents and the tenderer does not make up the shortfall within the time specified by the purchaser
 - f) 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
 - g) Incomplete tenders
 - h) Tenders received without the EMD and processing fee.
5. Any tender may be rejected if:
 - a) The tender form is incomplete
 - b) The resolution of the Board of Directors of the tenderer company authorising the person submitting the tender to do so.
 - c) Documents in support of the claims made are not enclosed.
 - d) The bid price is directly or indirectly indicated in the technical bid;
 - e) The Tenderer fails to provide required information or provide incorrect information or evasive reply or fails to comply with the instructions in the TED;
 - f) The prices are not quoted in the manner indicated in the TED;
 - g) Tender validity is for less than 180 days from the date of opening of tenders as indicated in the TED;
 - h) On verification, the data/credentials furnished by the tenderer are found to be incorrect or any adverse report on its financial condition has come to the knowledge of the purchaser;
 - i) The Tenderer attempts to influence the purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
 - j) The Tenderer is disqualified on the grounds of national security or public interest.

6. The Purchaser is not bound to accept the lowest or any tender that may be received against the above-referred tender enquiry.
7. The 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 Purchaser.
8. Until a contract is signed, this tender form submitted by the Tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

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

Tenderer

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

Qualification

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

<u>Turnover</u>	<u>Net worth</u>
2014-2015 _____	_____
2015-2016 _____	_____
2016-2017 _____	_____
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 2014, 2015 and 2016.)

14. How many PRDs & RIDs has the Tenderer supplied during the past three years in India or abroad? _____ (Please enclose documentary proof)

15. How many PRDs & RIDs has the tenderer maintained under warranty/ AMC during the past three years in India? _____ (Please enclose documentary proof)

Original Equipment Manufacturer (if different from the tenderer)

16. Name of the OEM manufacturing the PRDs & RIDs _____

17. Address of the OEM _____

18. Phone _____

19. Fax _____

20. Email _____

Manufacturing company (whether tenderer or another OEM)

21. Does the company manufacturing the PRDs & RIDs have ISO certification for manufacturing PRDs & RIDs? _____ (Please enclose copy)

22. Does the company manufacturing have ISO certification for servicing? _____ (Please enclose copy)

Offer

23. The tender is valid up to _____

24. Model Number of the PRDs & RIDs offered _____

25. Para-wise response/ explanation and confirmation made to requirements specified in Section-IV, Section-V and Section-VI of Tender Document. (Please also furnish additional information/ clarifications, documents, etc., wherever applicable, in support of your offer; mere comply statements may not suffice).

Warranty & Post-warranty Maintenance

26. Do you have your own set up in India to provide the maintenance during warranty period and after warranty period under CAMC? (Yes/No)

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

28. If answer to question at 27 above is no, do you have any agreement with any other manufacturer or reputed agency to act as Maintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)

29. 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 systems similar to tendered systems.

Documents to be enclosed

30. Have you paid the tender fee of Rs. 5,000/-? (Yes/No)

31. Have you submitted the EMD? (Yes/No)

32. 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 establishment to carry out 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 with date)

.....
(Name and designation)

Duly authorised to sign tender for and on behalf of

FORM - 2

MANUFACTURER'S AUTHORISATION FORM

To

.....

.....

(Name and address of the Purchaser)

Dear Sirs,

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

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

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

We also hereby extend our full warranty, as applicable as per clause 15 of the General Conditions of Contract, for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

.....

.....

[signature with date, name and designation]

for and on behalf of Messrs.....

[name & address of the manufacturers]

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

----- x -----

FORM - 3

BANK GUARANTEE FORM FOR EMD

To
The Commissioner
Directorate of Logistics
Customs & Central Excise
4th Floor, Lok Nayak Bhawan
Khan Market, New Delhi 110 511

Whereas (hereinafter called the "Tenderer") has submitted its quotation dated..... for the supply of (hereinafter called the "tender") against the Purchaser's tender enquiry No. Know all persons by these presents that we of (hereinafter called the "Bank") having our registered office at are bound unto the Commissioner, Directorate of Logistics, Customs & Central Excise, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

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

The conditions of this obligation are –

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

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

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

Conditions of Integrity Pact

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

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

.....
Name and designation of the officer

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

FORM - 4

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

To

The President of India
Acting through
Commissioner
Directorate of Logistics
Customs & Central Excise
4th Floor, Lok Nayak Bhawan
Khan Market, New Delhi 110 511

WHEREAS (name and address of the Seller) (hereinafter called "the Seller") 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 Seller 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 Seller such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Seller, 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 Seller 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 Seller before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Seller 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 Seller.

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

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

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

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

.....
Name and designation of the officer

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

FORM - 5

CONTRACT FORM

**CONTRACT FOR SUPPLY AND INSTALLATION OF 130 PERSONAL RADIATION
DETECTORS AND 26 RADIONUCLIDE IDENTIFICATION DEVICES**

Contract No. _____

Dated: _____

This contract for _____ is made on this ___ day of ___20__ between _____ [hereinafter referred to as "Supplier"] on the one part and the President of India acting through the Commissioner, Directorate of Logistics, Central Board of Excise & Customs, Department of Revenue, Ministry of Finance, Government of India, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi - 110511 (hereafter referred to as the "Purchaser" which shall include his successors in the office and assigns) on the other part.

2. Whereas the Purchaser had floated a Tender GNIT No.17(AS)/2017 dated 25.10.2017 and the Supplier had submitted a tender in response and has been awarded the contract vide Notification of award F.No. _____ dated _____, it is hereby, agreed that the Supplier will supply and install, PRDs & RIDs as per GNIT No.17(AS)/2017 dated 25.10.2017 and maintain it during the two years warranty period and will also maintain for a period of five years under a Comprehensive Annual Maintenance Contract after completion of the warranty period and also provide product support for at least ten years from the date of expiry of the warranty period on the terms and conditions mentioned hereunder and for a price indicated in para 5 of this contract which the Purchaser will pay as per the terms of payment indicated in para 17 of this contract.

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

- (i) Purchaser's Tender Enquiry Document No. ____ dated _____.
- (ii) Supplier's Technical bid dated _____
- (iii) Price bid of the Supplier
- (iv) General Instructions of the Contract, General Conditions of Contract, List of Requirements, Technical Specifications, Quality Control Requirements, Qualification Criteria as mentioned in GNIT No. 17(AS)/2017 dated 25.10.2017.
- (v) Manufacturers' Authorisation Form furnished by the Supplier in its tender
- (vi) Purchaser's Notification of Award F.No. _____ dated _____.

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 2 of Section II - 'General Instructions to Tenderers' of the Purchaser's Tender Enquiry Document shall also apply to this contract.

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

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

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

5. Brief particulars of the goods and services

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

Brief description of goods / services	Quantity to be supplied	Unit Price (excluding duties & taxes)	Total price (excluding duties & taxes)	Terms of delivery
Personal Radiation Detectors (PRDs), and Radionuclide Identification Devices (RIDs) with two years warranty				

However during the period of contract for delivery of 130 units of Personal Radiation Detectors (PRDs), and 26 units of Radionuclide Identification Devices (RIDs), in case the Supplier delivers the PRDs & RIDs of identical specifications at a less price to any other party (price being the sole consideration in the supply), the contract price will be deemed to have been reduced by the difference between the price offered to the Purchaser and to the other party. Any difference in the terms of supply shall be duly accounted in the process.

6. Centralized Comprehensive Annual Maintenance Contract (CCAMC)

Centralized Comprehensive Annual Maintenance Contract charges for the period of 5 years after the warranty period of 24 months from the date of installation of PRDs & RIDs will be payable as under:

Particulars	CCAMC charges (excluding taxes) per PRD/RID						Qty.
	1 st year	2 nd year	3 rd year	4 th year	5 th year	Total	
PRDs & RIDs							
Grand total							

There shall be a separate contract for maintenance of the PRDs/RIDs for the post warranty period. The post warranty maintenance are outlined in Section IV of GNIT No.17(AS)/2017 dated 25.10.2017, which will form the basis of CCAMC.

7. Product Support

The Supplier shall provide product support for 10 years from the date of expiry of warranty period and would be governed by the clause 9 to clause 12 of Section IV of GNIT No.17(AS)/2017 dated 25.10.2017.

8. Delivery schedule

Commissioning / handing over of 130 units of Personal Radiation Detectors (PRDs), and 26 units of Radionuclide Identification Devices (RIDs) shall be completed within three months from the date of Letter of award of the Contract and would be governed as per clause 2 of Section IV of GNIT No.17(AS)/2017 dated 25.10.2017 and pre-bid clarification issued thereafter on ____ (if any).

9. Performance Security

The Supplier will furnish Performance Security within 21 days after the issue of Notification of award by the Purchaser as per clause 5 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017.

10. Performance Guarantee

The Supplier will be required to furnish a Performance Guarantee by way of Bank Guarantee within 30 days of signing of contract through a public sector bank for a sum of Rs._____ i.e. equal to 10% of the total annual contract value for first year renewable every year. Performance Bank Guarantee should be valid upto 60 days beyond the end date of contract.

11. List of Requirements

List of Requirements of the PRDs and RIDs shall be as per Section IV of the GNIT No.17(AS)/2017 dated 25.10.2017 and pre-bid clarifications issued thereafter on _____(if any).

12. Technical Specification

Technical specification of the PRDs and RIDs shall be as per Section V of the GNIT 17(AS)/2017 dated 25.10.2017 and pre-bid clarifications issued thereafter on _____(if any).

13. Quality Control

The quality control, inspection, tests and trials shall be carried out as per terms & conditions mentioned in section VI of GNIT No.17(AS)/2017 dated 25.10.2017.

14. Transportation and Insurance

Transportation and Insurance of the PRDs and RIDs shall be as per clause 10 and 11 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017.

15. Installation & Commissioning

Installation & Commissioning of the PRD/RID will be carried out as per clause 2 and 3 of Section VI of GNIT No.17(AS)/2017 dated 25.10.2017.

16. Warranty

The two years warranty of PRD/RID shall be as per clause 15 of Section-III and clause 9 & 10 of Section IV of GNIT 17(AS)/2017 dated 25.10.2017.

17. Payment Terms

The terms and mode of payment, as provided in clause 21 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017 shall be as under:

S. No.	Stage	Payment	Documents to be submitted
1	On Installation of PRDs & RIDs	90% of the Basic cost of the PRDs & RIDs	1. Supplier's commercial invoice in duplicate. 2. Installation certificate issued by the user Commissionerate (as per Form-7 of Section XI).
2	On payment of Taxes & Duties	100% Taxes and Duties	Document showing proof of payment of taxes & duties on PRDs & RIDs, duly attested by the appropriate authority/

3	On completion of Delivery	Balance 10% of the Basic cost of the PRDs & RIDs + other charges, if any	<ol style="list-style-type: none"> 1. Supplier's commercial invoice in quadruplicate. 2. Delivery & Acceptance Certificate as per Form-8 of Section XI. 3. Bank Guarantee equivalent to balance 10% of amount in the Proforma given in Section XI.
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Note: Basic cost of the machine will include cost of PRD/RID, Commissioning & Installation, Insurance, Freight, if any and cost for any other value addition.

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

18. Availability of AMC/Agencies

There should be an extensive services network spread over geographical locations including major cities near the site of installation in case of any performance complaints in case of PRDs/RIDs.

19. Paying Authority

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

20. Liquidated Damages

If the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall deduct Liquidated Damages as per clause 23 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017.

21. Termination of Contract

The Contract can be terminated in accordance with clauses 24, 25, 26 and 27 of Section III of GNIT No. 17(AS)/2017 dated 25.10.2017.

22. Resolution of Disputes

In the event of any dispute or difference arise between the Purchaser and Supplier in connection with or relating to the contract, the parties shall resolve their disputes or differences as per clause 30 & 31 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017.

23. Indemnity

The Supplier shall, at all times, indemnify and keep indemnified the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract as per clause 3 and 32.5 of Section-III of GNIT No.17(AS)/2017 dated 25.10.2017.

24. Training

The training of the staff shall be carried out as laid down in clause 11 of Section IV of GNIT No.17(AS)/2017 dated 25.10.2017.

25. Modification of Contract

If necessary, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend this contract as laid out in clause 18 of Section III of GNIT No.17(AS)/2017 dated 25.10.2017.

26. Complaints

On receipt of the complaint by the concerned "Complaint Reporting Centre" of the supplier about any Personal Radiation Detector (PRD)/ Radionuclide Identification Device (RID) from the authorised officer of the concerned user Commissionerate, the maximum time within which the service Engineer of the supplier should attend the complaint, is one week. In case the routines are not carried out within the time frame mentioned above, liquidated damage @ Rs.1000/- per week till routines carried out shall be deducted by the Directorate from the bills raised by the Supplier in respect of providing of maintenance for the concerned period.

27. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the GNIT No. 17(AS)/2017 dated 25.10.2017 and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract.

(_____)
M/s _____

(Sign & Stamp of Supplier)

Date: _____
Place: _____

(_____)

Directorate of Logistics
Customs & Central Excise
For and on behalf of the President of India

WITNESSES:

1.

(_____)

(_____)

2.

(_____)

(_____)

FORM - 6

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

To

The President of India
Acting through the Commissioner,
Directorate of Logistics, Customs & Central Excise,
Ministry of Finance, Department of Revenue,
4th Floor, 'A' wing, Lok Nayak Bhawan, Khan Market,
New Delhi 110 511.

Dear Sir,

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

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

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

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

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

It is mutually agreed that the Directorate shall have the fullest liberty without affecting in any manner our obligation hereunder with or without our consent to vary any of the terms of the said CCAMC or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Directorate against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said CCAMC and we shall not be relieved from our liability by reasons of any variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Directorate or any indulgence by the Directorate to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

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

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

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

Very truly yours,

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

FORM - 7

Model Certificate of Installation

F.No. _____ Dated _____

1. Reference Contract No. _____ Date _____

2. It is certified that

- a) M/s _____ have delivered ___ PRDs & ___ RIDs (hereinafter called Instruments) Model _____ bearing Serial Nos. _____ on _____ (date), completed Installation to the satisfaction of the Purchaser and user Commissionerate at the designated site _____ (name of the site) on _____ (date).

Sample Calibration Standards, Accessories, Software in CD media, Instruction Manual & Technical Manual etc. have been taken over (and the same are listed in the Annexure enclosed).

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM - 8

Model Certificate of Delivery and Acceptance

F.No. _____ Dated _____

1. Reference Contract No. _____ Date _____

2. It is certified that

a) M/s _____ have completed the delivery of __PRDs & __RIDs (hereinafter called Instruments) Model _____ bearing Serial Nos. _____ on _____ (date) at designated site _____ (name of the site).

b) The process of handing / taking over of the aforesaid instruments, accessories, calibration standards and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).

c) The aforementioned Instruments worked satisfactorily during the trial period of 15 days starting w.e.f. _____ (date) to _____ (date).

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM - 9

PRE CONTRACT INTEGRITY PACT

GENERAL

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2017, between, on one hand, the President of India acting through Shri _____, 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 Shri _____, (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 130 PRDs and 26 RIDs 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.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Tenderer 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.

2 Commitments of Tenderers

2.1 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:-

2.2 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.

2.3 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.

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

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

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

2.7 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.

2.8 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.

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

2.10 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.

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

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

2.13 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.

2.14 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.

3. Previous Transgression

3.1 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.

3.2 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.

4. Earnest Money (Security Deposit)

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

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

4.3 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 Tenderer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

5. Sanctions for Violations

5.1 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 (London Inter Bank Official Exchange Rate). If any outstanding payment is due to the Tenderer from the Purchaser in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Tenderer, in order to recover the payments, already made by the Purchaser, along with interest.

(vi) To cancel all or any other Contracts with the Tenderer. The Tenderer shall be liable to pay compensation for any loss or damage to the Purchaser resulting from such cancellation/rescission and the Purchaser shall be entitled to deduct the amount so payable from the money (s) due to the Tenderer.

(vii) To debar the Tenderer from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Purchaser.

(viii) To recover all sums paid in violation of this Pact by Tenderer(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Purchaser with the Tenderer, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the Purchaser to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Purchaser will be entitled to take all or any of the actions mentioned at para 5.1 (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.

5.3 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.

6 Fall Clause

6.1 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.

7. Independent Monitors

7.1 The Purchaser has appointed Shri Samirendra Chatterjee, IAS (Retd.), Address - 71, Vikramshila Apartment, IIT Delhi Campus, Hauz Khas, New Delhi-110016, Mobile No. 9911158262 as Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission).

7.2 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.

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

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

7.5 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.

7.6 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.

7.7 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.

7.8 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.

8 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.

9 Law and Place of jurisdiction

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

10 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.

11 Validity

11.1 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.

11.2 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.

12. The parties hereby sign this Integrity Pact at New Delhi on_____

Purchaser
Name of the Officer
Designation
Deptt. /Ministry

Tenderer
Designation of person signing
on behalf of Company

Witness:
1. _____

Witness:
1. _____