

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

**E-TENDER ENQUIRY DOCUMENT
FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ONE
MOTOR VEHICLE UNDER CARRIAGE INSPECTION SYSTEM (MVUCIS)
ON TURN KEY BASIS AT ICP, ATTARI, AMRITSAR, PUNJAB**

E-Tender No. 02/CS/2014 dated 26/12/2014

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| Period during which the tender enquiry documents will be available on official websites www.cbec.gov.in , www.dolcbec.gov.in & www.eprocure.gov.in | From 26/12/2014 to 11/02/2015 |
| Potential bidders can seek clarifications on tender document up to | 13/01/2015 at 15.00 Hrs |
| Pre-bid Conference will held on | 17/01/2015 at 11.00 Hrs. |
| Last date of submission of EMD & Tender fee | 11/02/2015 at 13.00 Hrs. |
| Closing date & time for online submission of Tenders | 11/02/2015 at 1300 Hrs. |
| Time and date of opening of tenders | 11/02/2015 at 1500 Hrs |
| Place of receipt of EMD and Tender fee | Directorate of Logistics Customs and Central Excise 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi -110511 |
| Place of opening of tenders | Online at www.eprocure.gov.in Directorate of Logistics 4 th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi-110511 |

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**NOTICE INVITING E-TENDER
FOR SUPPLY, INSTALLATION AND COMMISSIONING OF ONE
MOTOR VEHICLE UNDER CARRIAGE INSPECTION SYSTEM (MVUCIS)
ON TURN KEY BASIS AT ICP, ATTARI, AMRITSAR, PUNJAB**

SECTION – I

Tender No. 02/CS/2014

Dated: 26/12/2014

- 1.1 For and on behalf of the President of India, Commissioner, Directorate of Logistics, Customs & Central Excise, Dept. of Revenue, Ministry of Finance, 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 120 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, installation and commissioning of 1 (One) MOTOR VEHICLE UNDER CARRIAGE INSPECTION SYSTEM (MVUCIS) on *turnkey basis* at ICP, Attari, Amritsar, Punjab. MVUCIS should enable the Customs officers to view the undercarriage of the motor vehicle and should assist in detection of smuggling of contraband under the carriage of such motor vehicles. The tender enquiry documents will be available on official website (www.cbec.gov.in and www.dolcbec.gov.in) and on www.eprocure.gov.in from 26/12/2014 to 11/02/2015. The tenders can be submitted online up to 1300 hrs on 11/02/2015. The tenders will be opened online at 1500 hrs. on 11/02/2015 at Directorate of Logistics, 4th Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511.
- 1.2 Details of the goods and services required, specifications, eligibility and qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from www.eprocure.gov.in, www.dolcbec.gov.in or www.cbec.gov.in from 26/12/2014 to 11/02/2015. Last date of receiving clarification on tender is 13/01/2015 upto 1500 Hrs. The pre-bid conference will be held on 17/01/2015 at 1100 Hrs at Directorate at the address mentioned in paragraph 1.4 below.
- 1.3 Interested tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.

- 1.4 Earnest Money Deposit (EMD) for Rs. 4.0 lakhs (Rupees four lakhs only) in the form of Bank Guarantee and a non-refundable Tender fee of Rs. 5,000/- (Rupees five thousand only) in the form of account payee demand draft / bankers cheque, drawn on a scheduled commercial bank in India, in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C." payable at New Delhi, must reach at the address given below by 11/02/2015 at 15.00 hrs. Tenderers, however, have to attach scanned copies of EMD & Tender fee along with the Technical bid of their e-tender.

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

- 1.5 In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organisation, the tenders will be opened on the next working day at the appointed time.
- 1.6 The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
- a) Tenders received without EMD
 - b) Tenders received without the Tender fee.
- 1.7 The undersigned reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

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

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Introduction

1.1 Commissioner, Directorate of Logistics, Customs and Central Excise for and on behalf of the President of India invites e-tenders from eligible and qualified Tenderers for supply, installation and commissioning of 1 (One) Motor Vehicle Under Carriage Inspection System (MVUCIS) on *turnkey basis* at Integrated Check Post (ICP), Attari, Amritsar, Punjab and to provide related services including site works as detailed in Section IV "Schedule of Requirements" and which meet the specifications and technical details as indicated in Section V, VI and VII. International border are very sensitive for smuggling of contrabands due to geo-political and economic reasons and there is significant movement of goods through the border on the motor vehicles. Motor Vehicle Under Carriage Inspection System aims to expedite examination/inspection of motor vehicles as well as ensure effective law enforcement at ICP, Attari.

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 or give false/incorrect information 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. "Bidder" means tenderer who has submitted valid bid in this tender.
- ii. "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.
- iii. "Consignee" means the person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- iv. "Contract price" means the price provided in clause 11.1 of Section II of the tender document.
- v. "Day" means calendar day.
- vi. "Delivery" means supply of systems or stores in finished and completely ready-for-use condition. The delivery shall be deemed to take place on delivery of the systems or stores at the places of installation in accordance with the terms of the Contract after taking over the systems and issuance of delivery & acceptance certificate to the Supplier of the same at the sites and approval of the same by the jurisdictional Commissioners of the Department or the Inspecting Authority.
- vii. "Goods" means the goods indicated in the Schedule of Requirements (Section IV).
- viii. "Earnest Money Deposit" (EMD) means monetary guarantee to be furnished by a Tenderer.

- ix. "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.
- x. "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.
- xi. "L1" means the Tenderer whose tender is the lowest;
- xii. "Material" means anything used in the manufacture or fabrication of Motor Vehicle Under Carriage Inspection System (MVUCIS) or its parts / Facility.
- xiii. "Maintenance Contractor" means the contractor entrusted with the responsibility of maintaining the goods in warranty and post warranty period.
- xiv. "Original Equipment Manufacturer" means the firm which manufactures, assembles, integrates, installs and commissions MVUCIS.
- xv. "Performance Security / Security Deposit" means monetary guarantee to be furnished by the Supplier for due performance of the terms of contract.
- xvi. "Purchaser" means the President of India acting through its authorised officers including 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 also includes his successors in office, nominees, authorized representatives.
- xvii. "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.
- xviii. "Specification" means the document / standard that prescribes the requirement with which the goods or service have to conform and include;
 - a. Specifications / Requirements
 - b. Drawings / Data and other relevant information for the turn key execution of contract
 - c. Proprietary mark or brand means the mark or brand of a product, which is registered by an industrial Bidder.
 - d. Any other details governing the construction, manufacture or supply of goods as may be prescribed in the Contract.
- xix. "Supplier" means the individual, company or the firm supplying the goods and services, to which the award has been issued under this tender.
- xx. "E-Tender/Tender" means quotation/bid submitted online.
- xxi. "Tenderer" means individual, company, firm offering the tender.
- xxii. "Technical specification" includes-
 - a. Specifications, Drawings, Documents and certificates as referred in Section V
 - b. Any other details governing the construction, manufacture or supply of stores as may be prescribed in the contract.

xxiii. "Test / Trial" means such tests as are prescribed in specifications to be made by the Purchaser or his nominee.

xxiv. "User Commissionerate" means those Offices of the Department under whose jurisdiction the Motor Vehicle Under Carriage Inspection System (MVUCIS) is to be installed as detailed in Para 4 of Section IV.

2.3 Abbreviations:

| | |
|----------|--|
| "AMC" | Annual Maintenance Contract |
| "BG" | Bank Guarantee |
| "BSF" | Border Security Force |
| "CBEC" | Central Board of Excise & Customs |
| "CAMC" | Comprehensive Annual Maintenance Contract |
| "CCTV" | Closed Circuit Television |
| "CD" | Custom Duty |
| "CPWD" | Central Public Works Department |
| "CPPP" | Central Public Procurement Portal |
| "DD" | Demand draft |
| "DGS&D" | Directorate General of Supplies and Disposals |
| "DP" | Delivery Period |
| "ED" | Excise Duty |
| "EMD" | Earnest Money Deposit |
| "FOB" | Freight on Board |
| "GCC" | General Conditions of Contract |
| "GIT" | General Instructions to Tenderers |
| "GOI" | Government of India |
| "ISO" | International Standard Organization |
| "LPAI" | Land Port Authority of India |
| "LD" | Liquidated Damages |
| "MVUCIS" | Motor Vehicle Under Carriage Inspection System |
| "PTZ" | Pan Tilt Zoom |
| "NIT" | Notice Inviting Tenders |
| "OEM" | Original Equipment Manufacturer |
| "QA" | Quality Assurance |
| "QAP" | Quality Assurance Plan |
| "QC" | Quality Control |
| "SAT" | Site Acceptance Test |
| "TED" | Tender Enquiry Document |

3. Language of tender

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

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.

6. **Tender Enquiry Documents**

6.1 In addition to Section I – “Notice inviting Tender” (NIT), the tender enquiry documents include:

- Section II - General Instructions to Tenderers (GIT)
- Section III - General Conditions of Contract (GCC)
- Section IV - Schedule of Requirements
- Section V - Technical Specifications
- Section VI - Quality Control Requirements
- Section VII - Qualification Criteria
- Section VIII - Price schedule
- Section IX - Form 1 - Tender Form
Form 2 - Manufacturer’s Authorization Form
Form 3 - Bank Guarantee Form for EMD
Form 4 - Bank Guarantee Form for Performance Security / Balance 10% Payment
Form 5 - Contract Form
Form 6- Bank guarantee pro forma for advance payment of CAMC charges
Form 7 - Model Certificate of Installation
Form 8 - Model Certificate of Delivery & Acceptance
Form 9 - Claim payment by the supplier
Form 10- Information in respect of previous supplies by bidder
- Appendix 1 - Instruction for submission of tender online
- Appendix 2 - Diagram showing proposed location of MVUCIS

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

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 potential tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website www.cbec.gov.in; www.dolcbec.gov.in or www.eprocure.gov.in.

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

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

8. Clarifications on Tender Enquiry Documents

8.1 Prospective tenderers seeking clarifications on the tender document should submit their queries *online* by 13/01/2015 upto 15.00 hrs. These queries would be answered in the pre-bid conference. Instructions for submitting online tender is enclosed in Appendix-1.

8.2 A Pre-Bid conference will be held on 17/01/2015 at 11.00 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.

8.3 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. No queries and requests for clarifications will be entertained after the Pre-Bid Conference.

9. Documents Comprising the Tender

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

9.2 Technical Bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Scanned copy of Tender fee as per instructions given in NIT.
- b) Scanned copy of Earnest money furnished in accordance with clause 15.1 of Section II or, documentary evidence as per clause 15.1 of Section II for claiming exemption from payment of earnest money.
- c) Tender Form as per Form-1 of Section IX.
- 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 tenderers qualifications shall be:
 - (i) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the Purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Form - 2 of Section IX in this document.
 - (ii) The tenderer has the required financial, technical, production and maintenance capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section 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 or persons authorized to sign the Tender;
- 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 15 MVUCIS during the past three years in India or abroad;
- m) Documentary proof to show that the tenderer has maintained at least 10 MVUCIS per year under warranty/AMC in India during the past 2 years.
- n) Documents indicate the arrangements in regard to maintenance during warranty and post warranty periods; including copies of documents long-term agreement between the tenderer and the maintenance entity, if any.
- o) An undertaking to the effect that the Price bid does not contain any conditions whatsoever of the price demanded for sale.

Please Note –

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

9.3 Price bid shall be as per proforma given in Section VIII of the Tender document. It shall be ensured that Price bid is only submitted online.

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

9.5 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.

10. Tender currencies

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

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

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

11. Contract Price

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

11.2 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.

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

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

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

12. Duties and Taxes

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

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

- 12.3 The tenderer should indicate tentative duties and taxes in the proforma as applicable on the date of opening of technical bids. However, payment of duties and taxes shall be made as per actual and the statutory variations in taxes and duties shall be allowed during the delivery period as agreed in terms of the Contract. The Purchaser shall get the benefit if duties and taxes get reduced and pay extra to the supplier if the same increase. However, the variations shall not apply to any duties or taxes on the raw material.
- 12.4 The Purchaser is not liable to any claim on account of fresh imposition and / or increase of statutory duties or taxes on the raw materials and / or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- 12.5 If Purchaser is required by Indian Law to deduct or withhold any other taxes or other amounts, the gross amount payable by Purchaser shall be paid after making such deductions or other withholdings. Necessary certificate for the deductions so made will be issued by the Purchaser.
- 12.6 In case the Purchaser finds the duties and taxes mentioned incorrectly, the Purchaser reserves the right to change it to the values considered appropriate and in that event the price quoted by the tenderer shall be adjusted accordingly. If it is felt that the duties were mentioned incorrectly to gain unfair advantage the tender shall be liable to be rejected.
- 12.7 The Supplier shall intimate to the Purchaser the anticipated delivery date of the Systems, 30 (THIRTY) days in advance of the anticipated date of delivery.

13. Terms and Mode of Payment

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

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

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

- 13.2 No advance payment shall be made.
- 13.3 The payment shall be made in the currency / currencies authorised in the contract.
- 13.4 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.
- 13.5 The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.

- 13.6 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.
- 13.7 While claiming reimbursement of duties, taxes etc. actually paid, to be supported by relevant documents, (like sales tax, excise duty, customs 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.
- 13.8 The Bank Guarantee submitted against release of balance 10% payment shall remain valid till 90 days after the expiry of warranty period.
- 13.9 In case the machine is not attended to in respect to any defect developing during the warranty period and made functional, 10% Performance warranty security deposit and 10% of the Bank Guarantee submitted against the release of 10% of balance payment shall be forfeited.
- 13.10 All costs, damages or expenses that the Purchaser may have paid to rectify the defects developed will be claimed by the Purchaser from the Supplier as and when they arise. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Supplier to properly identify such claims. Such claims shall be paid by the Supplier within fifteen days of the receipt of the corresponding bills and if not paid by the Supplier within the said period, the Purchaser may then deduct the amount, from any moneys due or becoming due to him from the Supplier under the contract or may be recovered by actions of law or otherwise.

14. 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 10.2 above, shall also furnish the following information:

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

15 Earnest Money Deposit (EMD)

- 15.1 The earnest money is required to protect the Purchaser against the Tenderer's withdrawing or altering its bid during the validity period. Hence an EMD amount for Rs. 4 lakhs (Rs Four Lakhs only) must accompany with the tender. EMD is required to be submitted at Directorate of Logistics, New Delhi by 11/02/2015 at 13.00 Hrs. Scanned copy of EMD is required to be uploaded along with Technical bid. Tenderers, who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies and Disposal or with National Small Industries Corporation (NSIC), New Delhi are exempted from payment of Earnest money. In case the tenderer falls in these categories, they should furnish certified copy of their registration with these agencies, clearly specifying the details of items for which they are registered.

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

16 Tender Validity

- 16.1 The tender shall remain valid for acceptance for a period of 120 days (one hundred twenty 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.
- 16.2 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.
- 16.3 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.

17 Instructions on e-tendering

- 17.1 The Tenderers shall submit their tenders as per Clause 9 of this section.
- 17.2 Tender documents may be downloaded from Central Public Procurement Portal (CPPP) website: <https://www.eprocure.gov.in>.
- 17.3 Tender Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 17.4 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*".
- 17.5 The server time (which is displayed on the Tenderers. dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Tenderers, opening of bids etc. The Tenderers should follow this time during bid submission.
- 17.6 All the documents being submitted by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.

- 17.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 17.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 17.9 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for the bid opening meetings.
- 17.10 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 17.11 The Tenderer shall submit his technical bid as per the Tender form (Form 1 of Section IX) along with all necessary enclosures.
- 17.12 The technical bid should not indicate the bid price directly or indirectly. If it is so indicated, the entire bid will be invalid.
- 17.13 The tenderer shall submit his Price Bid strictly as per the Price Schedule given in Section VIII.

18. Alteration and Withdrawal of Tender

- 18.1 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.
- 18.2 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.

19 Opening of e-Tenders

- 19.1 The Purchaser will open the Technical bids at 15.00 hours on 11/02/2015. 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.
- 19.2 Physical presence of the bidder at the time of opening of tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the CPP Portal.
- 19.3 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.
- 19.4 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 informed about the time and date the opening of the Price Bids.

20 Basic Principle

- 20.1 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.

- 20.2 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.

21 Preliminary Scrutiny of Tenders

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

22 Minor Informality / Irregularity / Non-Conformity

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

23 Discrepancy in Prices

- 23.1 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.
- 23.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 23.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 23.1 and 23.2 above.
- 23.4 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.

24 Scrutiny & Evaluation of Tender Technical Bids

- 24.1 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.
- 24.2.** 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?

25 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 Price bid.

26 Contacting the Purchaser

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

26.2 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.

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

27.1 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.

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

28 Evaluation and Award Criteria

28.1 Technical bids will be evaluated on the basis of information and data provided in the bids as well as the actual performance of MVUCIS being offered. Technical bids of the Tenderers, who fulfil qualification criteria laid down in Section VII, shall be evaluated first in terms of requirements/specifications given in Section IV & 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. Tenderer, shall, at his cost arrange the demonstration of the MVUCIS.

28.2 The place of testing shall be anywhere in India. In case the Tenderer wishes to temporarily import MVUCIS for demonstration under this tender, he can do so at his own cost, as per procedures laid by Government of India in this regard. The cost of travel, stay, boarding etc. of the members of TEC, if any, for witnessing the demonstration will be borne by the Purchaser.

29 Price Bid

29.1 After determining at the technical evaluation stage that the system offered is in conformity with the requirement and the offer of the Tenderer is found technically suitable; price bids of the Tenderers, whose technical bids are accepted, shall only be opened.

29.2 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) | | | |

29.3 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.

29.4 Subject to clause 27 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the Purchaser in terms of this clause.

30 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 in Form-4 of Section IX (details of the performance security are in clause 5 of Section III, GCC).

31 Issue of Contract

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

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

31.3 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.

- 31.4 Until the contract is signed, the notification of award shall constitute the conclusion of the contract.
- 32 Non-receipt of Performance Security and Contract by the Purchaser**
Failure of the successful tenderer in providing performance security shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it.
- 33 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 www.eprocure.gov.in and www.dolcbec.gov.in
- 34 Process to be confidential**
Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations concerning the award of Contract shall not be disclosed to Bidders or to other persons.
- 35 Non-Receipt of Performance Security and Contract by the Purchaser**
If the successful tenderer fails to sign the contract or provide performance security within time, his EMD will be forfeited and further actions as deemed necessary by the Purchaser will be taken against him.
- 36 Title and Risk**
Title to and risk of the systems shall pass on to purchaser upon delivery and acceptance thereof by the purchaser after signing of certificate of delivery and acceptance as provided in Form- 8.

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, trademarks etc. being made against the Purchaser, the Purchaser shall notify the Supplier of the same and the Supplier shall, at his own expenses take care of the same for settlement without any liability to the Purchaser.

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 bank in India, in the prescribed form as provided in Form-4 of Section IX 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, without any extra cost to the Purchaser, 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. The Purchaser shall inform the Supplier in advance, 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.
- 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 14.
- 8.8 The Supplier/his Contractor/ sub-contractors shall comply with the provisions of Central Public Works Department's (CPWD) General Conditions of Contracts for Works in regard to site preparation. This is a published document and is freely available in the market. It shall be referred and taken note of while making the Bid.
- 8.9 The equipment must fulfill all legal regulations on safety and health requirements (electrical, electro-magnetic, mechanical, etc.) and shall comply with the Indian Electricity Acts, Rules, Codes & Standards.
- 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. Services**
- 12.1 The supplier shall provide services as detailed in the Schedule of requirements in Section IV.
- 12.2 Prices to be paid to the Supplier by the Purchaser for any of the required incidental services, if not already included in the contract price during the placement of the contract, shall be settled and decided in advance by the Purchaser and the Supplier. The Supplier shall certify in the invoice that the charged price do not exceed the contemporary rates charged by them to other customers for similar services.

13. Clearance / Receipt of Goods

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

14. Warranty

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

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

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

14.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed and within the time period prescribed in clause 11 and 12 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.

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

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

15. Assignment

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

16. Sub contracts

16.1 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.

16.2 Sub contract shall be only for bought out items, sub-assemblies and maintenance of goods.

16.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

17. Modification of contract

17.1 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.

17.2 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.

18. Delay in the Supplier's performance

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

18.2 Subject to the Force Majeure provision under clause 22 of this section, any unexcused delay by the Supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the Supplier liable to any or all of the following sanctions:

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

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

18.4 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 19 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also

including statutory increase in or fresh imposition of customs duty, 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.

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

19. Liquidated damages

19.1 Subject to Clause 22 of this section (Force Majeure), if the Supplier fails to complete the installation and commissioning of the equipment within the time fixed under the contract, the Purchaser shall without prejudice to any other rights and / or remedy as may be available to the Purchaser under the Contract, shall deduct from the Contract price as an agreed Liquidated damages amount @ 1% of value of undelivered goods per week or part thereof until actual delivery or performance, subject to a maximum of 10% of the contract price.

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

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

20. Termination for default

20.1 The Purchaser may, without prejudice to any other contractual rights and remedies available to it (the Purchaser), by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser under sub-clauses 18.3 and 18.4 of this Section.

20.2 In the event of the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 20.1 above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

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

21. Termination for insolvency

If the Supplier becomes bankrupt or otherwise insolvent, the Purchaser reserves the right to terminate the contract at any time, by serving written notice to the Supplier without any compensation, whatsoever, to the Supplier, subject to further condition that such

termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

22. Force Majeure

22.1 Notwithstanding the provisions contained in GCC clauses 18, 19 and 20, the Supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the Supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

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

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

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

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

23. Termination for convenience

23.1 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.

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

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices;
and / or

- b) To cancel the remaining portion of the goods and services and compensate the Supplier by paying an agreed amount for the cost incurred by the Supplier towards the remaining portion of the goods and services.

24. Governing language

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

25. Notices

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

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

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

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

26. Resolution of disputes

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

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

27. Applicable Law and Jurisdiction

The contract shall be governed by the laws of India for the time being in force. Subject to clause 26 above (Resolution of disputes), the Courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this contract.

28. General / Miscellaneous

- 28.1 The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis other Purchaser of its machines and shall always give the most competitive price for its machines to the Purchaser.
- 28.2 Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 28.3 The Supplier shall notify the Government of India of any material change in their status or that of its Guarantor, in particular, where such change would impact on performance of the obligations under the Contract or the Guarantee(s).
- 28.4 Each member / constituent of the Supplier, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Government for performance of contract / services including that of its Associates / Sub-Contractors under the Contract.
- 28.5 The Supplier shall, at all times indemnify and keep indemnified the Purchaser or an officer or an agent of purchaser 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. or for failure or neglect. If any action in court is brought against the Purchaser or an officer or agent of the Purchaser for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, the Supplier shall in all such cases indemnify and keep the Purchaser and/or his representative, harmless from all losses damages expenses or decrees arising out of such action.
- 28.6 All claims regarding indemnity including Clause 3 and 28.5 etc. shall survive the termination or expiry of the Contract.

SECTION - IV

SCHEDULE OF REQUIREMENTS

1 Scope of Work

- i) Supply of 1 No. of Motor Vehicle Under Carriage Inspection System (MVUCIS (with associated equipment and including Civil, Mechanical & Electrical work as required), installation & commissioning;
- ii) Obtaining regulatory/statutory clearances and Training of staff of User Commissionerate;
- iii) Maintenance during warranty period of two years including supply of spare parts and consumables;
- iv) Annual Maintenance Service (hereinafter referred to as CAMC), for a period of five years after completion of warranty period of two years; and
- v) Product Support for fifteen years after the two year warranty period and provide upgrades from time to time.

2 Delivery Schedule

One MVUCIS should be supplied, installed and commissioned within 6 (six) months from the date of award of order. The location of MVUCIS has been broadly indicated in diagram attached at Appendix - 2 to this tender.

3 Terms of Delivery

- 3.1 Any loss or damage to the equipment due to mishandling, transportation, till such time the equipment is delivered at the site shall be to tenderer's account. The tenderer shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.
- 3.2 Upkeep of the MVUCIS till the time of their commissioning and delivery shall be the responsibility of the tenderer. No extra cost for upkeep of machine shall be payable to the supplier if the installation & commissioning of the machine at particular destination(s) is delayed for reasons not attributable to the Govt.
- 3.3 The successful tenderer shall be responsible to ensure the following: -
 - i) Sound packing of the items.
 - ii) Shipment of the items
 - iii) Insurance
 - iv) Custom clearance and handling of items at port of entry in India, if any.
 - v) Forwarding and transshipment of items up to the destination.
 - vi) Insurance for inland transportation and payment of duties.
 - vii) Receipt of equipment at the site.
 - viii) Installation & commissioning of equipment at the site. (This includes all requisite civil, mechanical and electrical works.)
 - ix) Maintenance of the equipment during the warranty period.
 - x) Maintenance of the equipment during the post warranty period
 - xi) Software upgradation

4 **Locations for Commissioning**

Locations for installation of MVUCIS shall be as per the table given hereunder:

| S.No | Consignee Commissionerate | Place of installation | Qty. |
|------|--------------------------------------|---|------|
| 01 | Commissionerate Customs, Amritsar | ICP Attari on one road at the identified location indicated in Appendix -2 Elevated Porta Cabin housing base units and other equipment PTZ camera integrated with MVUCIS on the existing pit at the location to be decided by user Commissionerate | 1 |

Tenderer is advised to visit the site of installation, at his own expenses, so as to have first-hand assessment of the extent/type of construction work involved at the site, its surrounding and availability of services. Prospective Tenderers should inform Directorate of Logistics of their intention to visit the site, so that a common date for all can be fixed and representative(s) of Directorate of Logistics can provide necessary coordination at site.

5. **Site Services**

Site is located on the Integrated Check Post (ICP) at Attari, Punjab. On the identified site, movement of a large number of Trucks/vehicles takes place across international border. As such, appropriate standard operating procedure will have to be prepared in consultation with LPAI, BSF and Customs authorities before commencement of the work. Supplier shall maintain a site organisation of adequate strength in respect of manpower, construction machinery and other implements at all times for smooth execution of the contract. This organisation shall be reinforced from time to time, as required, to make up for slippages from the schedule without any commercial implication to the Purchaser or his representative. The site organisation shall be headed by a competent construction manager having 10-15 years of experience, in supervision of construction work and adequate authority to take decisions at site. Supplier shall render these services as part of the overall project management service. The services shall broadly include, but not be limited to, the following:

- a. Construction water and construction power and their respective distributions shall have to be arranged by the Supplier at his own cost.
- b. Providing support services for the Supplier's erection staff e.g. construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, insurance cover, watch & ward for security and safety of the materials under the Supplier's custody etc. as required.
- c. Maintaining proper documentation of all the site activities undertaken by the Supplier as per the proforma mutually agreed with the Purchaser and/or his representative.
- d. Providing 'Industrial Relations' unit and 'Medical' unit to take care of his erection staff. Purchaser or his representative shall have no obligation in this regard.
- e. Securing necessary permits / clearances from authorities for construction including local bodies, LPAI, BSF and other government authorities.
- f. All these arrangements/requirement can be inspected by Purchaser, LPAI or BSF or other law enforcement authorities at any time during the course of construction.
- g. Before the commencement of work, the Supplier must obtain approval from the Purchaser, LPAI or his representative of the size, type, condition, location, access and services proposed.

- h. Purchaser's or his representative's approval shall be obtained before any accommodation is dismantled or removed from the site.
- i. The Supplier shall obtain permission, from the appropriate authorities before any radio wave emanating system is used at the site. This includes radio telephones and pagers, transceivers, cordless and cellular telephones and such any other systems. The Supplier shall ensure that the radio-communication systems do not cause interference to the existing control and instrumentation and communication systems.
- j. Supplier should establish a suitable records office to maintain updated records of all relevant documentation, as-built drawings & test certificates and to ensure that these are available to meet obligations to all statutory bodies and to any commissioning committee, working parties or test teams which are established to meet the needs of the contract. These records shall be maintained and retained until hand over on completion of all works at site and shall be subject to Audit by the Engineer / Consultant or any other government authorities.
- k. Supplier shall be responsible for provision of suitable temporary storage facilities. The erection of sign boards or posters will not be allowed without Purchaser's or his representative's approval of the size, type, location, wording, etc.

Note:

- 1. Tenderer shall include in the technical bid a layout of the offered MVUCIS, based on the technical requirements specified in Section-V, and shall also list out all items of work (civil, electrical, mechanical, etc.) to be carried out at site. RCC works shall be of minimum M 30 grade concrete having reinforcement in accordance with IS: 13920 - 1993. Construction in steel should be as per IS: 800 - 2007.
- 2. All materials & items used in the construction shall be new with BIS mark, of reputed brand/make (to be approved by the Purchaser) and of tested quality (supported by test certificates from the manufacturers or Govt. approved laboratory).
- 3. All designs and items of work shall have the approval of the Purchaser prior to its implementation/ execution.

6. Site Restrictions

- 6.1 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any adjoining land and the Supplier shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the LPAI/Customs /BSF, concerned government authorities or their representatives in regard to men & material movement.
- 6.2 Supplier shall be responsible for construction and/or of any road improvement required for traffic access and for the provision of traffic control where the site access road joins the public road. Public traffic shall not be impeded during the construction period and access must be maintained for emergency vehicle.

7. Progress

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

8. Product Support

The tenderer must submit an undertaking to give product support for at least 15 years. Indemnity bond shall be furnished for providing product support for the period of 15 years from the date of expiry of warranty period before release of bank guarantee for 10% balance payment.

9. Software and Software Upgrades

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

10. General Maintenance Requirements

- 10.1 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 MVUCIS so that he can be fully associated right from the time the work is awarded till completion of warranty and defects liability period. The indigenous manufacturer/ Contractor should meet the eligibility criteria laid down in Section VII of this document.
- 10.2 The firm or contractor with whom the tenderer has an agreement for providing warranty maintenance may be involved with operation / maintenance of the equipment 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 Technical bid.
- 10.3 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 MVUCIS.
- 10.4 If the contractor fails to maintain the MVUCIS, it shall be the responsibility of the Supplier to undertake or arrange for maintenance at the rates agreed in the contract.
- 10.5 There shall be a separate contract for maintenance of the machines for the post warranty period as distinct for the contract for supply of the equipment.

11 Warranty Maintenance

- 11.1 During warranty period, the Supplier shall set right the machine immediately on receipt of complaint within maximum time limit of 48 hours.

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

12 Post warranty Maintenance

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

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

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

12.4 Maximum time limit for attending to the complaint and making the MVUCIS 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 equipment operational.

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

12.6 50% of AMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Section X or Account payee Demand Draft / Fixed Deposit Receipt in favour of "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi" issued from any scheduled Bank for the same amount. The balance amount would be paid after satisfactory completion of one year and on production of the Verification Reports of the User Commissionerates by the contractor. Service Tax & Cess will be paid extra on submission of proof of payment.

12.7 If the equipment remains non-operational continuously beyond the maximum time limit prescribed in para 12.4 of this Section, a deduction of Rs.4,000/- (Rupees four thousand only) per day for seven days and thereafter @ Rs.10,000/- (Rs. Ten thousand only) per day will be made from the maintenance charges for the period (no. of days) during which the equipment remains non-operational. The amount shall be deducted from the annual maintenance charges, at the time of making the final / balance payment.

12.8 If the Maintenance Contractor fails to undertake the preventive maintenance visits within the time prescribed in para 12.5 above, a sum of Rs.10,000/- (Rs. Ten thousand only) 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, Rs. 25,000/- (Rs. Twenty five thousand only) shall be deducted.

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

12.10 Any dispute or difference in connection with the CAMC contracts conditions shall also be resolved as per clause 26 and 27 of GCC.

12.11 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.

12.12 Performance security equivalent to 5% of the value of the contract shall be submitted by the tenderer at the time of signing CAMC 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 X. The Guarantee will remain valid during the currency of the contract.

12.13 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.

13. Training of Staff

Tenderer shall train at least 6 persons (to be nominated by the user Commissioner) every year during warranty and post-warranty period. The cost for providing such training shall be deemed to have been included within the cost quoted.

14 Long Term availability of Spares

14.1 The Tenderer shall provide a part catalogue covering complete range of spares/components for MVUCIS and support structure.

14.2 Comprehensive list of spares shall be indicated in the Technical bid. Tenderer shall also provide recommended list of critical spares and test equipment.

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. Tenderer should offer the most advanced and efficient model of Equipment.

2. Supply Details

Supply of one unit of Motor Vehicle Under Carriage Inspection System (MVUCIS) complete with accessories and support structure as specified in this Section.

3. General Specifications

3.1 The work herein specified shall be performed by fully competent workmen in a thorough professional manner. All materials furnished by the tenderer shall be new, and shall conform to applicable Indian standards or any international standard.

3.2 The manufacturer shall provide one set of Software of the equipment in USB media, for MVUCIS. The same shall be handed over to the user Commissionerate at the time of conducting Site Acceptance Test.

4. Technical Specifications of MVUCIS

4.1 Supply, installation, commissioning and testing of Motor Vehicle Under Carriage Inspection System, to enable inspection of any vehicle's underside through a composite image of the vehicle, as per the details given below. Any specification better than the specification mentioned below shall also be acceptable.

- i. The MVUCIS should be able to capture very high resolution and complete composite underbody color image of any vehicle passing over it using a single high resolution digital Area-scan camera, without the vehicle being required to be stopped.
- ii. The MVUCIS should be able to scan vehicles of all lengths and breadths of truck, truck with trailers or tractor with trolleys.
- iii. The MVUCIS should be able to compare the current underside image of the vehicle with the standard image template of the vehicle or/and with the already archived image of the same vehicle. In case the standard image template is not available in the library, it should alert the office and at the same time it should be able to get relevant image from the internet or other media.
- iv. The MVUCIS should be able automatically detect any changes/modification in the underside of the vehicle and should be able to automatically detect any foreign object on the underside of the vehicle. It should activate audio and/or visual alarm along with circling of foreign object with red ring on the display.
- v. The MVUCIS should be able to handle vehicles moving at different speeds ranging from 0 to 20 km/hr, while the composite image so captured by the system should be automatically and dynamically adjusted according to the speed of the vehicle using multiple loop based sensors.

- vi. The composite imaging camera should be high quality, color area scan, with image HD resolution of 1924 pixels or above. The minimum specification of this area-scan camera should be as follows:
 - a. **Camera Type** – Digital Area-scan colour camera. Line Scan camera or any type of analog camera should not be used.
 - b. **Sensors** – CCD Colour Area Sensors with HD resolution of 1920 x 1080 or better.
 - c. **Camera certification** – CE/FCC compliant
 - d. **Frame rate** – 30 fps at full resolution, more than 100 + in Area of interest setting.
 - e. **Camera casing ingress protection rating** – IP 67 or better, duly certified by an independent certifying agency.
- vii. The MVUCIS should be capable of producing a clear and undistorted image of the vehicle underside, even when a vehicle has completely stopped/ halted over the MVUCIS unit, i.e. it must still be able to create a seamless and perfect composite image of the underside irrespective of stoppage or non-uniform motion of the vehicle over the scanner.
- viii. The MVUCIS must have feature to zoom (*upto 16 times*) the composite images (current and past), in order to facilitate a closer view of any part of the composite image.
- ix. The underside illumination must be adequate and obtained through any state of the art long life, LED lighting modules. Halogen or CFL type lighting elements for illumination of the underside will not be accepted.
- x. The MVUCIS should be able to dynamically and automatically adjust the brightness and contrast of the composite image, so as to ensure good quality images, irrespective of the different external lighting conditions.
- xi. There should be 3 or more additional view cameras for capturing motion video images of the deeper / hard – viewing areas of the underside e.g. areas around suspensions, below the engine areas, side wall of fuel tanks & exhaust pipes, etc.
- xii. The MVUCIS should also provide a feature to capture the image of the driver of all RHS driven vehicles, captured through a suitable driver view camera. The camera should be able to adjust different heights of trucks and driver’s seat.
- xiii. The system should have an Automated License Plate Reading System tuned to registration/license plates, i.e. it should be able to automatically capture the image of registration/License number plate of the vehicle and should be able to read and record the same as text for the purpose of data storage and retrieval. Also, the frontal image view of the vehicle to be provided in the GUI, to facilitate manual viewing of the registration/license plate image irrespective of type of vehicles. It should be able to retrieve past images of the same vehicle and compare with the current image.
- xiv. The MVUCIS should give a real – time output of all the data simultaneously i.e. the composite image, additional videos of hard – viewing cameras, vehicle’s Frontal image and its number display – all should be displayed on the monitor almost instantaneously. Also the system should have the facility to view the composite image

and video images in off line mode also, for all vehicles. It should be possible to review/view past 500 images at any point of time.

- xv. The MVUCIS must have a built in software diagnostics capability, to facilitate any distant software support to be offered offline though over secured network/media. The supplier shall upgrade software free of cost during warranty period and subsequent AMC period of 5 years.
- xvi. The MVUCIS applications & operating software should preferably be based on open architecture. It must have a user friendly Graphical User Interface (GUI) with provision for multiple users logging of events and search facility.
- xvii. The MVUCIS system must have a facility to take back-up of all the transactions to any usual backup/ stoppage media and also should be able to generate/ print reports. The backup has to be prepared on daily basis and method of retrieval of images from archives will be decided in consultation with user Commissionerate. Further the system should produce daily report, on/off report.
- xviii. The MVUCIS operator will be housed in a port-a-cabin located near the place where camera has been installed and should be in visible range. The operator in port-a-cabin should have two monitors of 26" (HD resolution 1920 x 1080) and 1 Monitor/LED T.V. of 55" (HD resolution 1920 x 1080). The system should be able to send image to two remote locations by LAN located about 1 k.m. from imaging area.
- xix. The MVUCIS components should be enclosed in suitable all weather proof housing of IP 67 equivalent or higher standard. A certificate to this effect, after duly tested, by a component independent certifying organization shall be preferred, and to be submitted.
- xx. The overall installed unit should be properly designed and its structure (civil, mechanical, electrical and other) should be able to withstand a total vehicle load at least upto 120 tonnes at any point over the structure, more particularly at the center of the unit, so as not to suffer any accidental physical damage to the unit and the components under the pit cover. System should be provided to cool the MVUCIS during the high ambient temperature occasions. All civil, electrical and allied works to be carried out by the supplier.
- xxi. The MVUCIS should have open protocol for integration with other security systems and also networking for any remote monitoring requirements.
- xxii. It should be able to operate 24 hours per day seven (7) days a week. Appropriate lighting arrangements need to be made for scanning during night also.
- xxiii. Software should have search/retrieve mechanism whereby the images of particular vehicle/any day can be retrieved.
- xxiv. One additional PTZ camera for specific top viewing of vehicle at location to be decided by the user Commissionerate to be installed and integrated with MVUCIS.

5. The technical specifications of components/ system given in the table below:

| | | |
|-------------------------------------|-------------|-----------------------------|
| Main Camera | Sensor Type | Digital CCD Color Area Scan |
| | Resolution | HD1920 x 1080 or better |
| License Plate Capture Camera | Resolution | 1 Megapixels and above |

| | | |
|----------------------------------|---|---|
| Auxiliary Cameras | Sensor Type | CCD Color Area Sensor |
| | Resolution | 720x480 or better |
| Mechanical Structure | Material | Structural Steel with 'Rust free' stainless steel top |
| Environmental Protection | Camera and Light Enclosure | IP 67 |
| Processing Unit | Processor | Intel Core i7 or better |
| | RAM | 8 GB |
| | Hard Disk Capacity | 2 TB |
| | PCI/PCIe Slots | 2 PCI/PCIe Slots |
| | Display Monitor | 26" Color TFT 2 Pieces 55" Color TFT 1 Piece |
| | Display Monitor Remote Location | 26" Color TFT 2 Pieces |
| Sensor Unit | Type | Inductive Loop Sensor |
| Lighting Unit | LED Light Unit | |
| Installation and Mounting | | Fixed: Underground Installed |
| Speed Limit | | 0-20 Kmph |
| Load bearing capacity | | 120 Tonnes |
| Operating Temperature | | -5 degree Celcius to 55 degree Celcius |
| Integration | Capable of integration with the overall architecture of Surveillance and Access Control System. | |

6. Software

The software offered by the tenderer for MVUCIS must be licensed for life time and should not need any renewal.

7. 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 equipment complete in all respects to meet the specifications.

8. Instruction/Technical Manual

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

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

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.

SECTION - VI

QUALITY CONTROL REQUIREMENT

1. Quality Control

The tenderer shall provide adequate supervision at all stages of the supply and examine all components for accuracy before supply is completed.

2. Installation at site

2.1 When the MVUCIS is delivered and assembled at site, Engineer of the tenderer and one representative of the user Commissionerate shall jointly carry out the acceptance tests. The acceptance tests must include installation, inspection of all technical parameter specified in Section V.

2.2 Besides checking the technical parameters, the tenderer shall also perform trial runs with user Commissionerate to demonstrate the operational capabilities of the equipment.

2.3 When installation of the MVUCIS shall be successfully carried out at the site by the tenderer, an Installation certificate as per Form-7 given in Section IX shall be issued by the user Commissionerate and the Software in CD/ USB media and documents as mentioned in Section V shall be handed over to the user Commissionerate.

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 equipment is accepted but not installed the responsibility for its proper upkeep and maintenance shall dwell on the user Commissionerate till the equipment is installed. However, till the time the proper receipt / acknowledgement for delivery / receipt of the MVUCIS 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 equipment shall be at the Purchaser's disposal for a trial period of 15 days. If the delivered MVUCIS works in accordance with the agreed specifications and without faults or malfunctions during the same time, the equipment 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 Equipment will not found functioning properly as per the specification laid out in the tender, the Purchaser may reject the MVUCIS. 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 tenderer shall return the amount paid to him along with interest @ 12% per annum. 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 MVUCIS and completion of Delivery, the user Commissionerate will issue a Delivery & Acceptance certificate as per the proforma given in Section IX, Form - 8.

SECTION - VII

QUALIFICATION CRITERIA

Tenderers who can Bid

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

ELIGIBILITY

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

QUALIFICATION

1.3 Manufacturers of original equipment (OEM) may bid directly.

1.4 Other Tenderers/Manufacturers who have an irrevocable long-term (minimum seven years) MoU with an OEM. Terms of transfer of technical know-how or scope of agreement between the collaborators should also be clearly spelt out and enclosed with the tender.

1.5 An authorised dealer / distributor nominated by the OEM may also bid. Relevant documents indicating the tenderer is an authorised dealer / distributor of the OEM shall be submitted in the tender bid. The OEM shall also give an undertaking to supply components / parts during post-warranty period as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up-gradations. Copy of agreement between OEM and the supplier confirming the above requirement and nomination from the OEM for supplying stores shall be enclosed with the tender. Only one nomination from the OEM shall be accepted.

1.6 Average annual turnover of the tenderer/manufacturer of the equipment [OEM] should be at least Rs. 4.0 Crores during each of the last three financial years i.e. April 2011 to March 2014 and should have supplied minimum 15 such systems in the last three years. Certified and published annual reports of the past three years are to be submitted along with the tender. Tenderer should have made profit (after tax) in the last three years.

1.7 The Tenderer/OEM/manufacturer itself or through it's authorised agency should have maintained atleast 10 of such systems, in each year, in the past two years in India. A certificate to this effect with documentary proof should be enclosed by the Tenderers along with the Tender Form.

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

SECTION - VIII

PART - I : PRICE SCHEDULE

| S.No. | Detail of cost | Unit Price of machine |
|-------|--|-----------------------|
| 1 | Cost of MVUCIS (including insurance and freight) | |
| 2 | Installation and Commissioning charges, if any (chargeable to service Tax & E. Cess) | |
| 3 | Customs Duty | |
| 4 | Excise Duty | |
| 5 | Service Tax / E. Cess | |
| 6 | Any other taxes | |
| 7 | Total Price of the MVUCIS | |

Commission of the agent, if any

| Particulars | Amount |
|---|--------|
| Commission of the India agent, if any to be paid by the Supplier for the MVUCIS in the category | |

PART - II : CAMC

| Year of AMC | Cost of CAMC per machine (A) | Service Tax/ Education Cess (B) | Grand Total Cost (A + B) |
|---|------------------------------|---------------------------------|--------------------------|
| First Year (after warranty period of two years) | | | |
| Second Year | | | |
| Third Year | | | |
| Fourth Year | | | |
| Fifth Year | | | |
| Grand Total | | | |

PART - III: COST OF SPARE PARTS NOT INCLUDED IN THE CAMC

| S.No. | Description of the spare part | Part No. | Cost per unit (inclusive of all taxes) | Service tax/ education cess | Total cost |
|-------|-------------------------------|----------|--|-----------------------------|------------|
| 1 | 2 | 3 | 4 | 5 | 6 |
| | | | | | |

SECTION - IX

FORM - 1

TENDER FORM

(The technical bid should be as per this form)

(Tender Notice No. 02/CS/2014 dated 26/12/2014)

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) Documents in support of the claims made are not enclosed.
 - b) The bid price is directly or indirectly indicated in the technical bid;
 - c) The Tenderer fails to provide required information or provide incorrect information or evasive reply or fails to comply with the instructions in the TED;
 - d) The prices are not quoted in the manner indicated in the TED;
 - e) Tender validity is for less than 120 days from the date of opening of tenders as indicated in the TED;
 - f) 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;
 - g) The Tenderer attempts to influence the Purchaser's decision during scrutiny, comparison and evaluation of tenders and award of contract;
 - h) 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 tenderer.

8. Until a contract is signed, this tender form submitted by the tenderer read with its acceptance by the Purchaser constitutes a binding contract between them.

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

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

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

14. How many MVUCIS has the tenderer supplied during the past three years in India or abroad?
_____ *(Please enclose documentary proof)*

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

Original Equipment Manufacturer (if different from the tenderer)

16. Name of the OEM manufacturing the MVUCIS _____

17. Address of the OEM _____

18. Phone _____

19. Fax _____

20. Email _____

Manufacturing company (whether tenderer or another OEM)

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

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

Offer

23. The tender is valid up to _____

24. Make & Model Number of the MVUCIS offered _____

Technical documents to be enclosed

25. Section V of the NIT requires the following to be enclosed. Have they been enclosed?

| S. No. | Document | MVUCIS (1 No.) | Remarks |
|--------|--|----------------|---------|
| 1 | Comprehensive list of spares components and recommended list of critical spares. | Yes/No | |
| 2 | Power requirements of the entire machine in Watts/ VA at 230V 50 Hz mains input, as well as in case of operation of UPS / back up battery. | Yes/No | |
| 3 | Environmental & space requirement for the proposed equipment with standard and optional accessories. | Yes/No | |
| 4 | Complete technical details and any special features proposed to be incorporated along with supporting document for full technical evaluation. | Yes/No | |
| 5 | A certificate from on the minimum guaranteed life of the machine as a whole | Yes/No | |
| 6 | A certificate regarding the Ingress Protection capability of the MVUCIS from any independent/ Government agency | Yes/No | |
| 7 | ISO 9001 Certificate for design and manufacture of MVUCIS issued in favour of the OEM | Yes/No | |
| 8 | ISO 9001 Certificate for maintenance of services issued in favour of the OEM | Yes/No | |
| 9 | Quality Assurance Plan in place, adherence to it, variability in its implementation in the form of inspection reports in respect of all aspects that would govern the quality of the product | Yes/No | |

26. Does the MVUCIS that you are offering meet the following General Conditions laid down in the TED ?

| S. No. | Condition | MVUCIS | Remarks |
|--------|---|-----------------------|---------|
| 1 | Do you undertake that if you are awarded the contract, the work under it shall be performed by fully competent workmen in a thorough professional manner? | Yes / No | |
| 2 | Will you use only new materials which conform to applicable Indian standards or any international standard? | Yes / No | |
| 3 | Have you enclosed any descriptive literature / leaflets supplementing the description and point out any special features / advantages of your MVUCIS? | Yes / No | |
| 4 | Have you enclosed details of accessories / fitments which are standard with equipment? | Yes/No/There are none | |
| 5 | Have you enclosed details of accessories / fitments, if any, which though not considered standard are included in the scope of supply? | Yes/No/There are none | |
| 6 | Have you enclosed list of accessories / fitments which may occasionally or frequently be required but have been specifically excluded from the scope of supply? | Yes/No/There are none | |

Technical specifications

27. Do the MVUCIS that you are offering have the following features?

| S. No. | Essential feature | MVUCIS Offered | Remarks |
|--------|---|----------------|---------|
| 1. | Coloured Computer image processing, so that any artificial change in the underside of the vehicle and any artificial foreign object attached on the underside of the vehicle shall be identified and highlighted on the monitor screen for the operator | Yes / No | |
| 2. | MVUCIS is based on latest and proven technology, ideally suitable for the use at entry/exit check points 100% screening of under carriage of motor vehicles of all lengths and breadths without affecting the flow of vehicles with excellent performance data. | Yes / No | |
| 3. | MVUCIS should be capable of producing a clear and undistorted image of the vehicle underside, even when a vehicle has completely stopped/ halted over the MVUCIS unit, i.e. it must still be able to create a seamless and perfect composite image of the underside irrespective of stoppage or non-uniform motion of the vehicle over the scanner. | Yes/No | |
| 4. | MVUCIS should be able to dynamically and automatically adjust the brightness and contrast of the composite image, so as to ensure good quality images, irrespective of the different external lighting conditions. | Yes/No | |
| 5. | Real time image processing including image enhancement functions (zoom upto 16 times) without interference. | Yes / No | |
| 6. | Automated, on-line framing of suspicious materials in real time requiring no operator involvement. | Yes / No | |
| 7. | MVUCIS should have additional 3 or more hard – viewing cameras for capturing images of underside i.e. around suspensions, below the engine areas, side wall of fuel tank and exhaust pipes etc. | Yes/No | |

| | | | |
|----|--|----------|--|
| 8. | The MVUCIS should also provide a feature to capture the image of the driver of all RHS driven vehicles, captured through a suitable driver view camera. The camera should be able to adjust different heights of trucks and driver's seat | Yes/No | |
| 9. | MVUCIS should give a real - time output of all the data simultaneously i.e. the composite image, additional videos of hard - viewing cameras, vehicle's Frontal image and its number display - all should be displayed on the monitor almost instantaneously. Also the system should have the facility to view the composite image and video images in off line mode also, for all vehicles. | Yes/No | |
| 10 | MVUCIS should have an Automated License Plate Reading System tuned to the Indian license plates, i.e. it should be able to automatically capture the image of License number plate of the vehicle and should be able to read and record the same as text for the purpose of data storage and retrieval. Also, the frontal image view of the vehicle to be provided in the GUI, to facilitate manual viewing of the license plate image irrespective of type of vehicles. | Yes/No | |
| 11 | The MVUCIS must have a built in software diagnostics capability, to facilitate any distant software support to be offered offline through secured network/ media | Yes/No | |
| 12 | The MVUCIS must have a user friendly Graphical User Interface (GUI) with provision for multiple users logging of events and search facility in English. | Yes/No | |
| 13 | The MVUCIS system must have a facility to take back-up of all the transactions to any usual backup/ stoppage media and also should be able to generate/ print reports. | Yes/No | |
| 14 | The MVUCIS operator should be housed in a port-a-cabin located near the place where camera has been installed and should be in visible range. | Yes/No | |
| 15 | The MVUCIS should have remote operation feature. As such, there should not be any constraint on the distance between the MVUCIS unit and the operator control room. | Yes/No | |
| 16 | Ergonomically designed control console to minimize the operator fatigue and stress with single button access to standard features. | Yes / No | |
| 17 | One set of Software of the MVUCIS in CD media, for each MVUCIS (to be handed over to the user Commissionerate at the time of conducting Site Acceptance Test) | Yes / No | |
| 18 | The overall installed unit should be properly designed and its structure (civil, mechanical, electrical and other) should be able to withstand a total vehicle load above or upto 120 tonnes | Yes / No | |
| 19 | MVUCIS should have one additional PTZ camera for specific top viewing of vehicle to be installed and integrated with MVUCIS. | Yes / No | |

28. Please indicate the specifications of the MVUCIS that you are offering in terms of the following parameters:

| Feature | Specification as per tender | Specification as per MVUCIS offered | Remarks, if any |
|-------------------------------|------------------------------|-------------------------------------|-----------------|
| Main camera Type | Colour Area Scan | | |
| Main Camera Sensor | Digital CCD Colour Area Scan | | |
| Main Camera Resolution | 1920 X 1080 and above | | |

| | | | |
|--|--|--|--|
| License Plate Capture Camera Resolution | 1 Megapixels and above | | |
| Driver Image Capturing Camera | Capable of taking clear images of driver in the moving RHS driven vehicles | | |
| Type of Auxiliary Cameras | To capture motion video images of underside of the vehicle | | |
| No of Auxiliary Cameras | 3 or more | | |
| Auxiliary Camera Sensor | CCD Color Area Sensor | | |
| Auxiliary Camera Resolution | 720 x 480 Pixels and above | | |
| Mechanical Structure Material Specification | Structural Steel with 'Rust free' stainless steel top | | |
| Environmental Protection | IP 67 or better | | |
| Processing Unit | Intel Core i7 or better | | |
| RAM | 8 GB | | |
| Hard Disk Capacity | 2 TB | | |
| PCI Slots | 2 PCI/PCIe Slots | | |
| Display Monitor | 26" Color TFT-4 55" TV- TFT- 1 | | |
| Sensor Unit Type | Inductive Loop Sensor | | |
| Lighting Unit | LED Lights | | |
| Installation and Mounting | Fixed: Underground Installed | | |
| Speed Limit | 0-20 Kmph | | |
| Load bearing capacity | 120 Tonnes | | |
| Operating Temperature | -5 degree Celcius to 55 degree Celcius | | |
| Integration | | | |

Warranty and post-warranty maintenance

- 29. Do you have your own set up in India to provide the maintenance during warranty period and after warranty period under CAMC? (Yes/No)
- 30. If yes, please provide details (in 100 words) including experienced manpower & resources details and enclose relevant documents _____

- 31. If answer to question at 29 above is no, do you have any agreement with any other manufacturer or reputed contractor to act as Maintenance contractor to provide maintenance during warranty and post warranty period? (Yes/No)
- 32. If yes, please provide details (in 100 words) and enclose a copy of the agreement and including previous experience and manpower details of the manufacture/contractor in maintenance of similar electronics/imaging system.

.....
(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 14 of the General Conditions of Contract, for the goods and services offered for supply by the above firm against this tender enquiry document.

Yours faithfully,

.....
.....

[Signature with date, name and designation]

for and on behalf of Messrs

[Name & address of the manufacturers]

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

FORM - 3

BANK GUARANTEE FORM FOR EMD

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

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

The conditions of this obligation are —

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

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

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

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

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

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

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

FORM - 4

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/BALANCE 10% PAYMENT

To

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.....
Name and designation of the officer

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

FORM - 5
CONTRACT FORM

CONTRACT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF
1 (one) MOTOR VEHICLE UNDER CARRIAGE INSPECTION SYSTEMS

Contract No. _____ dated _____

1. 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 NIT _____ dated _____ and the Supplier had submitted a tender in response and has been awarded the contract vide Notification of award F.No. _____ dated _____, it is hereby, agreed that the Supplier will supply, install, commission ___ Motor Vehicle Under Carriage Inspection System [hereinafter referred as MVUCIS] as per NIT _____ dated _____ on turn key basis 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 fifteen 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 15 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, Schedule of Requirements, Technical Specifications, Quality Control Requirements, Qualification Criteria as mentioned in NIT No. ___ dated ____.
- (v) Manufacturers' Authorisation Form furnished by the Supplier in its tender
- (vi) Purchaser's Notification of Award F. No. _____ dated ____.
- (vii) Clarification issued by the Purchaser and replies/queries submitted by supplier during pre-bid or during evaluation of bids.

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) -----

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

5. Brief particulars of the goods and services

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

| Brief description of goods / services | Quantity to be supplied | Unit Price | Total price | Terms of delivery |
|---------------------------------------|-------------------------|------------|-------------|-------------------|
| | | | | |

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

6. Comprehensive Annual Maintenance Contract (CAMC)

Comprehensive Annual Maintenance Contract charges for the period of 5 years after the warranty period of 24 months from the date of installation of Motor Vehicle Under Carriage Inspection System (MVUCIS) will be payable as under:

| Particulars | CAMC charges (including taxes) per MVUCIS | | | | | |
|-------------|---|----------------------|----------------------|----------------------|----------------------|-------|
| | 1 st year | 2 nd year | 3 rd year | 4 th year | 5 th year | Total |
| MVUCIS | | | | | | |

There shall be a separate contract for maintenance of the MVUCIS for the post warranty period. The post warranty maintenance are outlined in Section IV of NIT 02/CS/2014 dated 26/12/2014, which will form the basis of CAMC.

7. Product Support

The Supplier shall provide product support for 15 years from the date of expiry of warranty period and would be governed by the clause 8 to clause 14 of Section-IV of NIT 02/CS/2014 dated 26/12/2014.

8. Delivery schedule

Commissioning / handing over of the MVUCIS 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 NIT 02/CS/2014 dated 26/12/2014 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 NIT 02/CS/2014 dated 26/12/2014.

10. Technical Specification

Technical specification of the MVUCIS shall be as per Section V of the NIT 02/CS/2014 dated 26/12/2014 and pre-bid clarifications issued thereafter on ____ (if any).

11. Transportation and Insurance

Transportation and Insurance of the MVUCIS shall be as per clause 10 & 11 of Section-III of NIT 02/CS/2014 dated 26/12/2014.

12. Quality Control

The quality control, inspection, tests and trials shall be carried out as per terms & conditions mentioned in section VI of NIT 02/CS/2014 dated 26/12/2014.

13. Installation & Commissioning

Installation & Commissioning of the MVUCIS will be carried out as per clause 2 and 3 of Section VI of NIT 02/CS/2014 dated 26/12/2014.

14. Warranty

The two years warranty of MVUCIS shall be as per clause 14 of Section-III and clause 10 & 11 of Section-IV of NIT 02/CS/2014 dated 26/12/2014.

15. Payment Terms

The terms and mode of payment, as provided in clause 13 of Section II of NIT 02/CS/2014 dated 26/12/2014 shall be as under:

| S.No. | STAGE | PAYMENT | BILLING DOCUMENTS |
|-------|------------------------------|---|---|
| 1. | On Installation of MVUCIS | 90% of the Basic cost of the MVUCIS | 1. Supplier's commercial Invoice in quadruplicate. 2. Installation certificate issued by the user Commissioner (as per Form-7 of Section IX of NIT No. 02/CS/2014). |
| 2. | On payment of Taxes & Duties | 100% Taxes and Duties | Document showing proof of payment of taxes & duties on MVUCIS, duly attested by the appropriate authority. |
| 3. | On completion of Delivery | Balance 10% of the Basic cost of the MVUCIS + other charges, if any | 1. Supplier's commercial Invoice in quadruplicate. 2. Delivery & Acceptance Certificate as per Form 8 of Section IX of NIT 02/CS/2014. 3. Bank Guarantee equivalent to balance 10% of amount in Form-4 of Section IX of NIT 02/CS/2014. |

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

The payment shall be made in _____. 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.

16. 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.

17. 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 19 of Section-III of NIT 02/CS/2014 dated 26/12/2014.

18. Termination of Contract

The Contract can be terminated in accordance with clauses 20, 21, 23 of Section III of NIT 02/CS/2014 dated 26/12/2014.

19. 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 26 & 27 of Section-III of NIT 02/CS/2014 dated 26/12/2014.

20. 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 28.5 of Section-III of NIT 02/CS/2014 dated 26/12/2014.

21. Training

The training of the staff shall be carried out as laid down in clause 13 of Section IV of NIT 02/CS/2014 dated 26/12/2014.

22. 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 17 of Section-III of NIT 02/CS/2014 dated 26/12/2014.

23. Miscellaneous

Other issues, not mentioned in the contract, shall be governed as per the NIT 02/CS/2014 dated 26/12/2014 and documents mentioned in paragraph 3 & 4 above.

Received and accepted this contract.

(_____)
M/s _____

(Sign & Stamp of Supplier)

(_____)

Directorate of Logistics
Customs & Central Excise

Date: ____
Place: ____

For and on behalf of the
President of India

WITNESSES:

(____)

(____)

FORM - 6

BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT FOR CAMC CHARGES

(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 Comprehensive Annual Maintenance Contract (hereinafter referred to as **CAMC**) dated _____ between the Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Government of India, 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 one Motor Vehicle Under Carriage Inspection System bearing serial No. _____ (hereinafter called MVUCIS) – as particularized in the said CAMC. Under the terms of the said CAMC, the Contractor is required to furnish a bank guarantee for an amount not less than the advance amount extended to him, which shall remain valid till 3 months after closure of the CAMC period.

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

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

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

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

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

This guarantee is confirmed and irrevocable and shall remain in effect until _____ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said 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 the system on _____ (date) and completed Installation and Site Acceptance Test of MVUCIS Model _____ Serial No. _____ to the satisfaction of the Purchaser and user Commissionerate at the designated site _____ (name of the site) on _____ (date).
 - b) Records of SAT is annexed to this Certificate.
 - c) Software in CD media, Instruction Manual & Technical Manual etc. have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

For Contractor

For Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

FORM - 8

Model Certificate of Delivery and Acceptance

F.No. _____

Dated _____

1. Reference Contract No. _____ date
2. It is certified that
 - (a) M/s _____ have completed the delivery of the MVUCIS Model _____ Serial No. _____ on _____ (date) at designated site _____ (name of the site).
 - b) The process of handing / taking over of the aforesaid system, accessories and services specified in the Contract to the satisfaction of the Purchaser, has been completed on _____ (date).
 - c) The aforementioned MVUCIS 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 - Claim of payment by the Supplier

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

Date.....

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

Sir/ Madam,

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

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

2. We certify that:

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

Yours sincerely,

(.....)

Form 10 - INFORMATION IN RESPECT OF PREVIOUS SUPPLIES BY BIDDER

Part-I: Summary

| Year/Month | No of Motor Vehicle Under Carriage Inspection Systems commissioned | Clients |
|------------|--|---------|
| | | |
| | | |

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

| | | |
|-----|--|--|
| 1. | Brief description of system supplied | |
| 2. | Location where installation done | |
| | <ul style="list-style-type: none"> • Country • Town(s) | |
| 3. | Address of the client | |
| | <ul style="list-style-type: none"> • Contact Address • Physical Address • Tel Nos., Fax Nos.& E-mail ID | |
| 4. | Client's key contact person(s) | |
| | <ul style="list-style-type: none"> • Name(s) • Designation • Telephone & E-mail ID | |
| 5. | Project schedule | |
| | <ul style="list-style-type: none"> • Commencement date • Completion date • Reasons for delay, if any | |
| 6. | Project cost | |
| 7. | Number of technical staff deployed by the company/firm for the project | |
| 8. | Third party firm(s) involved with project | |
| | <ul style="list-style-type: none"> • Name(s) • Roles and responsibility of the firm • Contact Address • Physical Address • Tel Nos., Fax Nos. & E-mail ID | |
| 9. | Scope of supply/service (equipment, building, maintenance - comprehensive or otherwise, software upgrades, long-term warranty, etc.) | |
| 10. | State any challenges or problems experienced by yourselves during project implementation or do you have any suggestion to make | |

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 enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

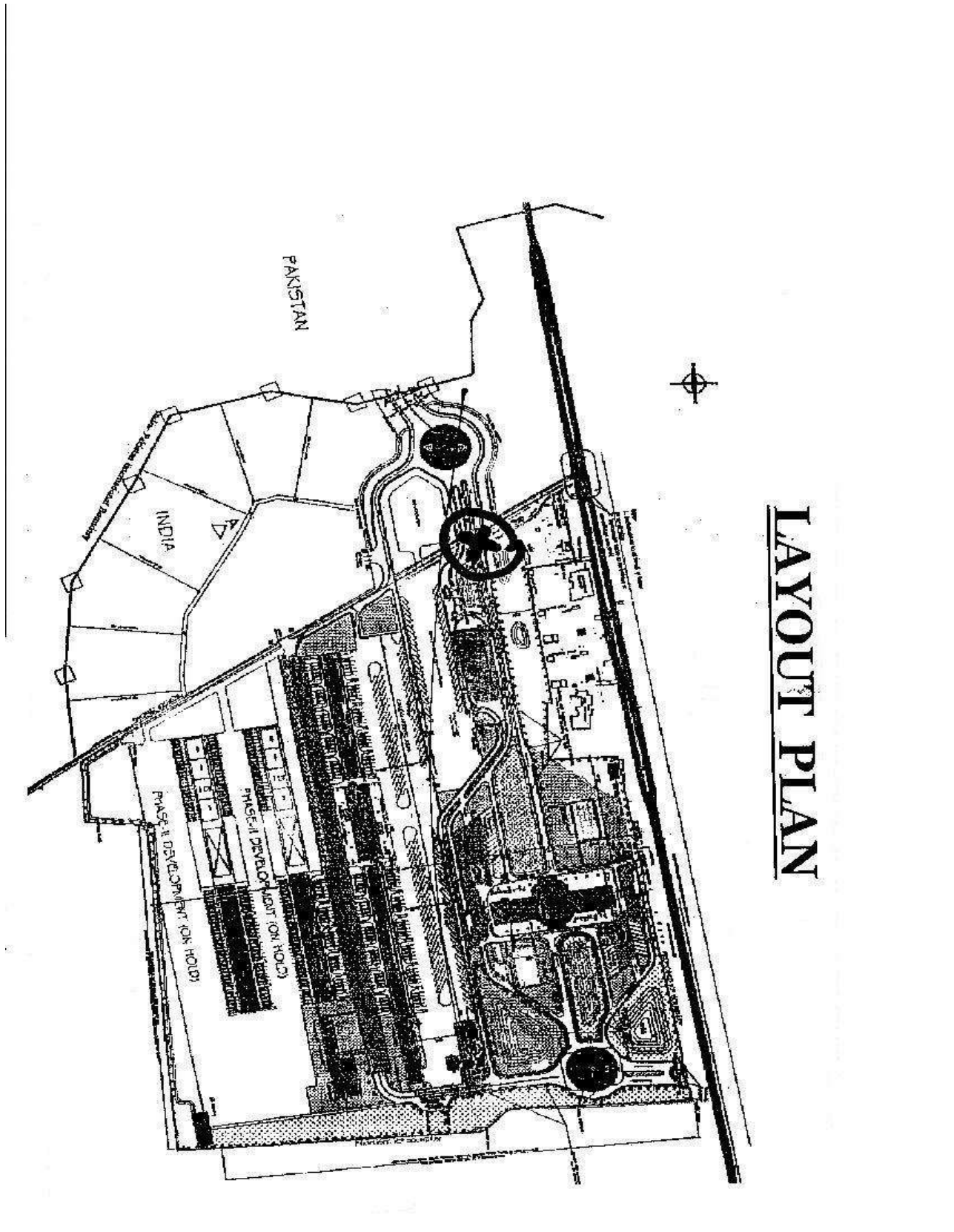
- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should be submitted at Directorate of Logistics, New Delhi by 11/02/2015 at 13:00 hrs. The details of the EMD physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard price bid schedule format has been provided with the tender document to be filled by all the bidders. If the price bid file is found to be modified by the bidder, the bid will be rejected.
- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

ASSISTANCE TO BIDDERS

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

Diagram showing proposed location of MVUCIS at ICP, Attari



LAYOUT PLAN