

THROUGH REGISTERED POST / EMAIL / CPP PORTAL

Contents of this contract are not to be disclosed to any person not concerned with this contract

GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
PM Division (Proc Wing),
26, Man Singh Road, Jaisalmer House, New Delhi – 110011
Telephone No.011.23386764 23381069
Email id: dir-procur-mha@nic.in

No. D/21013/30/3225/25.11.2010/MHA/PW/2015. Dated, the 14th September 2017.

To,

M/s Punj Lloyd Ltd.
78 Institutional Area, Sector 32, Gurgaon 122001.
Email ID: rahulkapahi@punjlloyd.com
Fax: (+91) 1242620111

Sub:- Formal acceptance of tender against MHA GTE No. D/21013/30/3225/25.11.2010/MHA/PW/2015 dated, the 26.02.2015 for Supply, Site preparation, Installation, Commissioning and Maintenance of 5 (five) Nos. of X-ray based Full Body Truck Scanning System (FBTSS) for Truck/Trailer Mounted Cargo Containers and other Transport Vehicles as required and mentioned in the tender.

Ref : (i) CPP portal Tender ID No.:2015_PMMHA_24491_1 vide which MHA GTE No. D/21013/30/3225/25.11.2010/MHA/PW/2015 dated 26.02.2015 was floated.
(ii) Online bid No.142736 dated 23.08.2015 opened online on 25.08.2015.

Gentleman/Madam,

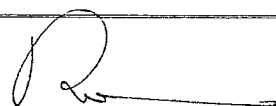
I have to inform you that your online tender ID No. 142736 dated 23.08.2015 opened online on 25.08.2015 for the store specified in the schedule annexed hereto has been accepted by the purchaser named in the schedule hereto annexed on the terms and conditions specified in the said schedule. The Acceptance of tender (AT) and the schedule appendix shall be the sole repository of the transaction.

2. Please acknowledge receipt of this Acceptance of Tender (AT) on the attached **Appendix "K" on or before 28.09.2017.**

3. Please quote on all letters and invoices, the number and date of this Acceptance of Tender (A.T.).

4. **Packing and notification of dispatch**

Your particular attention is invited to the conditions of contract under which you tendered in regard to packing and notification of delivery and dispatch. It is essential that packing notes and price invoices shall be furnished to the consignees in respect of consignment. The Airway Bills/Shipment documents shall be forwarded to



the consignees immediately after dispatch of stores. Otherwise, the demurrage charges if any paid by the Consignees will be deducted from your bills.

5. You are also requested to forward a photocopy of documents in support of shipment of store to PM Division (Proc Wing), 26, Man Singh Road, Jaisalmer House, New Delhi – 110011 immediately after dispatch of stores to the consignee as per rule 15 of DGS&D-68 (Revised).

Yours faithfully


(Rajender Kumar)

Dy. Director General (Proc)

☎ / ☎ 011 2338 6764,

Email id: dir-procur-mha@nic.in

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

Copies of schedule sent to:-

01	Indenting Officer	(i) Joint Secretary (BM-II), MHA, NDCC- II, New Delhi. ☎ 011 23438041 ☎ 23434038 Email: jsbm2-mha@gov.in for 03 nos. (ICP, Raxual, Attari and Petrapole). (ii) Joint Secretary (Kashmir) MHA, North Block, New Delhi. ☎ 23093126 ☎ 23093143. Email: jsk@nic.in for 02 nos. (LoC, Uri, Salamabad and Poonch – Chakan-da-bagh)
02	Consignees	(i) The Chairman*, LPAI, Lok Nayak Bhavan, New Delhi. ☎ 011-24602318 ☎ 24602319 for 03 nos. (ICP, Raxual, Attari and Petrapole) (ii) DGP J&K State for 02 nos. (LoC, Uri, Salamabad and Poonch – Chakan-da-bagh)
03	Inspecting Officer	(i) The Chairman*, LPAI, Lok Nayak Bhavan, New Delhi. ☎ 011-24602318 ☎ 24602319 (ii) Chief Secretary* (J&K) Govt, Jammu. R. No. 307, 3 rd Floor, Civil Secretariat, Srinagar, Kashmir – 190001 ☎ 0194-2506033, 2506233 ☎ 0194 2506193 (iii) Dy.Dir(Tech) – Intelligence Bureau(IB), 011 24102076 (iv) Smt Kavita P Dixit (Scientific Officer) BARC) via email kavidi@barc.gov.in All Offices/organizations are requested nominate their representative for inspection and intimate the same to this office within 10 days of receipt of this AT.
04	Payment authority	(a) PAO, LPAI, Lok Naik Bhawan, Khan Market New Delhi for 03 nos. (ICP, Raxual, Attari and Petrapole) (b) J&K Division, MHA for 02 nos (LoC, Uri, Salamabad and Poonch – Chakan-da-bagh)
05	The Section Officer (IT), IT Cell Website room no. 10, MHA, North Block, New Delhi-110001. : For posting in MHA website	
06	Copy of this AT will also be uploaded in CPP portal	
07	In File	



THROUGH REGISTERED POST / EMAIL / CPP PORTAL

Office of issue
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
PM Division (Proc Wing),
26, Man Singh Road, Jaisalmer House, New Delhi – 110011
Telephone No.011 23386764 23381069
Email id: dir-procur-mha@nic.in

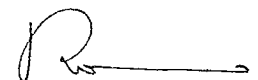
Schedule of Acceptance of Tender

No. D/21013/30/3225/25.11.2010/MHA/PW/2015. Dated, the 14th September 2017.

1	(a) Name and address of firm	M/s Punj Lloyd Ltd. 78 Institutional Area, Sector 32, Gurgaon 122001.												
	(b) Tele/Fax	Fax: (+91) 1242620111												
	(c) Email ID:	rahulkapahi@punjlloyd.com												
	(d) Banker's Address	ICICI Bank, Gwalior Branch, Alaknanda Tower, Madhav Rao Schindia Marg, Gwalior, MP State Pin 474001												
2	Name of purchaser	The President of India.												
3	Contractor's Tender No. and date	No. D/21013/30/3225/25.11.2010/MHA/PW/2015 dated 26.02.2015												
4	Name of the Indentor	(i) Joint Secretary (BM-II), MHA, NDCC- II, New Delhi. ☎ 011 23438041 ☎ 23434038 Email: jsbm2-mha@gov.in for 03 nos. (ICP, Raxual, Attari and Petrapole). (ii) Joint Secretary (Kashmir) MHA, North Block, New Delhi. ☎ 23093126 ☎ 23093143. Email: jsk@nic.in for 02 nos. (LoC, Uri, Salamabad and Poonch – Chakan-da-bagh)												
5	Indentor's Indent No. and date	(i) BM Division(MHA) Indent No.11019/19/2012-BM-V/ICP dated 08.08.2013 (ii) J&K Division (MHA) Indent No.13015/01/2010-K.III dated 05.05.2014												
6	Cost Debitable to Head	<table border="1"><thead><tr><th>SN</th><th>Details</th><th>Under Head</th><th>Amount</th></tr></thead><tbody><tr><td>01</td><td>For 03 FBTS systems at ICP, Raxual, Attari and Petrapole</td><td>Budget Head 05.00.35 -- Grands-in-Aid for creation of Capital Assets (LPAI) allotted to BM-II Division of MHA for the financial year 2017-18 and subsequent years.</td><td>₹71,51,71,073.00</td></tr><tr><td>02</td><td>For 02 FBTS systems at LoC, Uri, Salamabad and Poonch – Chakan-da-bagh</td><td>Security Related Expenditure {SRE}(Police), Major Head 3601-Grants in Aid to State Govts, Sub Head 06-Non Plan Grants, Minor Head 06.101-Central</td><td>₹48,67,80,715.00</td></tr></tbody></table>	SN	Details	Under Head	Amount	01	For 03 FBTS systems at ICP, Raxual, Attari and Petrapole	Budget Head 05.00.35 -- Grands-in-Aid for creation of Capital Assets (LPAI) allotted to BM-II Division of MHA for the financial year 2017-18 and subsequent years.	₹71,51,71,073.00	02	For 02 FBTS systems at LoC, Uri, Salamabad and Poonch – Chakan-da-bagh	Security Related Expenditure {SRE}(Police), Major Head 3601-Grants in Aid to State Govts, Sub Head 06-Non Plan Grants, Minor Head 06.101-Central	₹48,67,80,715.00
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			Assistance/Share, 11-Modernization of Police Forces, 11.04.31-Grants-in-Aid General (Grants for Jammu and Kashmir for security related expenditure), Grand No.48-Police. allotted to J&K Division of MHA for the financial year 2017-18 and subsequent years.																													
			Total:	₹120,19,51,788.00																												
7	Condition of contract governing this contract	DGS&D Manual and other pamphlets as mentioned in Para 1.78 of current GTE dated 26.02.2015 and all terms and conditions of GTE.																														
8.	Performance Security Deposit	Firm may deposit Performance Security Deposit amounting to ₹12,01,95,179.00 by 04.10.2017 valid up to sixty (60) days after the date of completion of all contractual obligations by the Supplier, including the G/W obligations.																														
9	(a) Delivery period (This will Include Delivery of FBTS/civil work, Installation & Commissioning of FBTS system and all other delivery terms as per GTE conditions)	<table border="1"> <thead> <tr> <th>S N</th> <th>Location</th> <th>FBTSS</th> <th>Delivery period</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ICP, Attari</td> <td>One</td> <td>14.09.2018</td> </tr> <tr> <td>2</td> <td>ICP, Petrapole</td> <td>One</td> <td>14.09.2018</td> </tr> <tr> <td>3</td> <td>ICP, Raxual</td> <td>One</td> <td>14.09.2018</td> </tr> <tr> <td>4</td> <td>LoC, Uri, Salamabad</td> <td>One</td> <td>14.03.2019</td> </tr> <tr> <td>5</td> <td>LoC, Poonch – Chakan-da-bagh</td> <td>One</td> <td>14.03.2019</td> </tr> <tr> <td colspan="2">Total Number of Scanning Systems</td> <td>Five</td> <td></td> </tr> </tbody> </table>	S N	Location	FBTSS	Delivery period	1	ICP, Attari	One	14.09.2018	2	ICP, Petrapole	One	14.09.2018	3	ICP, Raxual	One	14.09.2018	4	LoC, Uri, Salamabad	One	14.03.2019	5	LoC, Poonch – Chakan-da-bagh	One	14.03.2019	Total Number of Scanning Systems		Five			
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	(b) Extension of Delivery Period	As per clause 2.38 of GTE.																														
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11	Dispatch Instruction	Supplier shall dispatch the FBTS System, OCR & UVSS only after FAT has been carried out and these are accepted by the representative(s) of the Purchaser.																														
12	Consignee(s)	<p>(i) The Chairman*, LPAI, Lok Nayak Bhavan, New Delhi. ☎011-24602318 ☎24602319 for 03 nos. (ICP, Raxual, Attari and Petrapole)</p> <p>(ii) DGP J&K State for 02 nos. (LoC, Uri, Salamabad and Poonch – Chakan-da-bagh)</p>																														



13	Packing and Marking	If the goods have to be shipped from overseas, such shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country. Supplier shall pack at his cost the stores sufficiently and properly having sea worthy packing for safe transit in sea. Each package delivered under the contract shall be marked by the contractor at his own expense clearly indicating the description and quantity of the stores, the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number or mark sufficient for the purpose of identification. All marking shall be carried out with such material as may be found satisfactory by the inspection authority as regards quickness of drying, fastness and indelibility.
14	Particulars Governing supply :-	
a)	Specification	As per Appendix D of this contract.
b)	Makers Name	M/s EG&G Middle East, 218, 2 nd Fl. Canary Center, PO Box 13768, Riyadh 11414 Saudi Arabia.
c)	Model No.	EG&G Middle East CX-6000G
D)	Method of purchase	Purchase through Global Tender Enquiry.
e)	Country of Origin	Saudi Arabia
f)	Tolerance clause	Purchaser reserves the right to place order on successful tenderer for additional quantity up to 25% of the total number of original quantities from the same supplier at the same rates and terms and conditions at which the original contract has been awarded. The tenderers are bound to accept the orders for additional quantity under this clause if orders are issued at the time of placement of contract or during the currency of contract.
g)	OTHER TERMS AND CONDITIONS OF THE CONTRACT	The conditions of Contract, will also be governed by form no. DGS&D-68(Revised), DGS&D 71 and DGS&D 73 as contained in Pamphlet entitled "Conditions of Contract governing contracts, published by the Central Purchase Organization of the Government of India as amended up to date of issue of this GTE and those contained in the Pamphlets No. DGS&D-230, 231, 232 & 237 contained in DGS&D 229, containing the various instructions to tenderers quoting against the GTE issued by the DGS&D read with the amendments issued up to date of issue of this GTE. The terms and conditions laid down in this tender (wherever



		appear) will prevail over the terms and conditions stated in form no. DGS&D-68(Revised), DGS&D 71 and DGS&D 73 and No. DGS&D-230, 231, 232 & 237 and the remaining laid down terms and conditions will be applicable as stated in form no. DGS&D-68(Revised), DGS&D 71 and DGS&D 73 and No. DGS&D-230, 231, 232 & 237 contained in DGS&D 229 other than specifically stated in this GTE. This documents are available on web site no. www.dgsnd.gov.in of DGS&D (Central Purchase Organization). Amendments to DGS&D manual referred above will be applicable as per details provided in para 1.79 and 1.80 of GTE.																																																							
h)	Firm Price	The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract.																																																							
15	Other Conditions governing this Contract	As per Appendix 'A' of this AT.																																																							
16	DESCRIPTION OF STORES ORDERED:-																																																								
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12.	For Petrapole Item no.6-Cost for Commission (if any) payable by the supplier to his Indian Agent	1.00	Nos.	0.00
13.	For Raxual Item no 1-Cost for Supply of main equipment of X-ray based FBTS System (including insurance duly end to end freight paid to the consignee's premises) (for component of imported items)	1.00	Nos.	92186225.50
14.	For Raxual Item No.2: Cost for Supply of above same equipment (for component of locally procured items form Indian market)	1.00	Nos.	51340828.00
15.	For Raxual Item No.3: Cost for Site preparation (for component of imported items)	1.00	Nos.	27678404.00
16.	For Raxual tem No.4: Cost for Site preparation(for component of locally procured items form Indian market)	1.00	Nos.	42147132.00
17.	For Raxual Item No.5: Cost for Installation & Commissioning of FBTS system	1.00	Nos.	25037768.00
18.	For Raxual Item no.6- Cost for Commission (if any) payable by the supplier to his Indian Agent	1.00	Nos.	0.00
19.	For Salamabad(Uri) Item no 1-Cost for Supply of main equipment of X-ray based FBTS System (including insurance duly end to end freight paid to the consignee's premises) (for component of imported items)	1.00	Nos.	92186225.50
20.	For Salamabad(Uri) Item No.2: Cost for Supply of above same equipment (for component of locally procured items form Indian market)	1.00	Nos.	51340828.00
21.	For Salamabad(Uri) Item No.3: Cost for Site preparation (for component of imported items)	1.00	Nos.	29678404.00
22.	For Salamabad(Uri) tem No.4: Cost for Site preparation(for component of locally procured items form Indian market)	1.00	Nos.	45147132.00
23.	For Salamabad(Uri) Item No.5: Cost for Installation & Commissioning of FBTS system	1.00	Nos.	25037768.00
24.	For Salamabad(Uri) Item no.6-l Cost for Commission (if any) payable by the supplier to his Indian Agent	1.00	Nos.	0.00
25.	For Chakkan-da-bagh(Poonch) Item no 1-Cost for Supply of main equipment of X-ray based FBTS System (including insurance duly end to end freight paid to the consignee's premises) (for component of imported items)	1.00	Nos.	92186225.50
26.	For Chakkan-da-bagh(Poonch) Item No.2: Cost for Supply of above same equipment (for component of locally procured items form Indian market)	1.00	Nos.	51340828.00
27.	For Chakkan-da-bagh(Poonch) Item No.3: Cost for Site preparation (for component of imported items)	1.00	Nos.	29678404.00
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29.	For Chakkan-da-bagh(Poonch) Item No.5: Cost for Installation & Commissioning of FBTS system	1.00	Nos	25037768.00
30.	For Chakkan-da-bagh(Poonch) Item no. 6- Cost for Commission (if any) payable by the supplier to his Indian Agent	1.00	Nos.	0.00

Total ₹120,19,51,788.00

(Rupees One hundred twenty crore nineteen lakhs fifty one thousand seven hundred eighty eight) only

17	This Acceptance of Tender is enclosed with the following appendices :-	
	APPENDIX - A	Conditions of Contract
	APPENDIX - B	Arbitration
	APPENDIX - C	SCHEDULE OF REQUIREMENTS
	APPENDIX - D	SPECIFICATIONS AND ALLIED TECHNICAL DETAILS
	APPENDIX - E	Bank Guarantee Form for Advance Payment
	APPENDIX - F	Bank Guarantee Form For Performance Security/ 10% Payment
	APPENDIX - G	Bank Guarantee Proforma for Advance Payment of CAMC Charges
	APPENDIX - H	Model Certificate of Installation / commissioning
	APPENDIX - I	Model Certificate of Delivery and Acceptance
	APPENDIX - J	Claim of Payment by the Supplier
	APPENDIX - K	Acknowledgement



(Rajender Kumar)

Dy. Director General (Proc)

☎ / ☎ 011 2338 6764,

Email id: dir-procur-mha@nic.in

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

APPENDIX - A CONDITIONS OF CONTRACT

- 1.1 The contract that will be signed with the Supplier will be subject to the following conditions.
- 1.2 Use of Contract Documents and Information : The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof including any plan, specification, drawing, sample or any information furnished by or on behalf of the Purchaser in connection therewith, to any person other than the person(s) employed by the Supplier in the performance of the contract emanating from this tender 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.
- 1.3 The Supplier shall not, without the Purchaser's prior written consent, make use of any document, plan, drawing, specification or information mentioned in para 1.2 above except for the sole purpose of performing this contract.
- 1.4 Except the contract issued to the Supplier, each and every other document mentioned in para 1.2 above, shall remain the property of the Purchaser and, when advised by the Purchaser, all copies of all such documents shall be returned to the Purchaser on completion of the Supplier's performance and obligations under this contract.
- 1.5 Patent Rights :The Supplier shall, at all times, indemnify the Purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the Supplier under the contract for infringement of any right protected by patent, registration of designs or trademarks. If any claim of alleged breach of patent registered designs, trademarks, etc., is made against the Purchaser, he shall notify the Supplier about it and the Supplier shall, at his own expenses take care of its settlement without any liability to the Purchaser.
- 1.6 Country of Origin : All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations. The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 1.7 Performance Security : Firm may deposit Performance Security Deposit amounting to ₹12,01,95,179.00 by 04.10.2017 valid up to sixty (60) days after the date of completion of all contractual obligations by the Supplier, including the G/W obligations.
- 1.8 If the contract is amended, the Supplier shall, within fifteen days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), valid in all respects in terms of the contract, as amended.
- 1.9 The Performance security or its amendments shall be denominated in Indian Rupees or in the currency of the contract and shall be in the form of a Bank Guarantee issued by a RBI scheduled nationalized bank in India, as per Appendix "F".



- 1.10 If the Supplier fails to fulfil his obligations in terms of the contract, the Purchaser shall appropriate the performance security. Otherwise, the Purchaser will release the performance security without any interest to the Supplier on completion of the Supplier's all contractual obligations including the G/W obligations.
- 1.11 Inspection and Quality Control : The Purchaser and/or his representative(s) may, carry out factory acceptance tests (FAT) at the Supplier's premises or the premises of the sub-contractors of the Supplier before despatch of goods to check if the goods and related services conform to and perform as per the specifications and quality control requirements of the contract.
- 1.12 The Purchaser and/or his representative(s) may, carry out site acceptance tests (SAT) at the site of delivery after the Supplier has installed the goods to check if the goods and related services conform to and perform as per the specifications and quality control requirements of the contract.
- 1.13 The Supplier shall decide the dates for FAT/SAT so as to enable him to deliver the goods and services within the delivery schedule given in the contract and inform the Purchaser the dates of FAT and SAT at least one month in advance .
- 1.14 The cost of travel, boarding and lodging of the Purchaser's inspectors (numbering not less than two and not more than three) for FAT shall be borne by the Government. If the goods fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards at his own cost and the same will be submitted to the Purchaser's inspector for conducting the inspections and tests again at the time of SAT only.
- 1.15 The time required for FAT/ SAT including the time required for any replacement of or alterations to the rejected goods and their subsequent re-testing forms part of the time for delivery as per the contract. Therefore, the dates of delivery shall not be extended regardless of the time taken for FAT/SAT, replacements, alterations, re-tests. Pre-despatch inspection by the Purchaser does not preclude his contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination and also does not relieve the Supplier of the contractual obligation to meet the specifications at the site of installation.
- 1.16 Import, Transport, Insurance, Clearance of Goods through Customs, etc. : The contract is for supply, installation and commissioning and delivery of the goods is completed after installation, tests and trials. Hence, the Supplier is fully responsible for and should make his own arrangements for import, transport, transit insurance till safe arrival of entire goods to the consignee's premises, clearance of goods through the Customs, etc. He shall do so in his own name and not in the name of the Purchaser. The custom duty exemption certificate may be provided by the purchaser to the supplier (if applicable).
- 1.17 However, if the goods have to be shipped from overseas, such shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.
- 1.18 Additional Goods/Services : If the Purchaser seeks any goods and incidental services not covered in the tender, their price shall be settled in advance by the



- Purchaser and Supplier. They shall not exceed the contemporary rates charged by the Supplier to other customers for similar goods and services.
- 1.19 Guaranty / Warranty : The Supplier warrants that the goods supplied under the contract is new, unused in full accordance with the requirements of the enquiry specifications and incorporate all recent improvements in design and materials unless prescribed otherwise by the Purchaser in the contract. The Supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied goods under the conditions prevailing in India. The Supplier also warrants that the goods are not subject to any security, interest, lien or any other encumbrance.
- 1.20 This G/W shall remain valid for a period of 60 months from the date of the completion of the entire work.
- 1.21 The Purchaser shall notify the defect/problem within 24 hours, in writing, any claim arising out of this G/W . On receiving such notice, the Supplier shall, with all reasonable speed repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The Supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Purchaser for such replaced parts/goods thereafter. The Travelling and Boarding expenses of the engineers who come for repairing of the system are to be borne by the Supplier.
- 1.22 If any defective goods are repaired, rectified or replaced during the G/W period, the G/W for such goods shall be extended to a further period of sixty months from the date such repaired, rectified or replaced goods start functioning to the satisfaction of the Purchaser. If it becomes necessary for the contractor to replace or renew any defective portions of the FBTS system under this clause, the provision of this clause shall apply to the portions of the FBTS system so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the original G/W period of sixty months, which ever may be later.
- 1.23 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.
- 1.24 The Supplier shall obtain similar guarantees from each one of his Contractor/ Sub-contractors. However, the overall responsibility shall lie with the Supplier.
- 1.25 Assignment: The Supplier shall not assign/sub-let to other sub-contractor, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.
- 1.26 Sub-contracts : The Supplier shall notify the Purchaser in writing of all sub-contracts which he awarded under the contract. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 1.27 Any sub-contract awarded by the Supplier shall comply with the requirement of country of origin in clause 1.6.



- 1.28 The Supplier shall not sub-contract facility construction/ works without the approval of the Purchaser.
- 1.29 Modification of Contract : Within the general scope of the contract, the Purchaser may, by a written order given to the Supplier at any time during the currency of the contract, amend the contract altering or modifying one or more of the following:
- Specifications, drawings, design etc. where goods to be supplied under the contract are to be specially manufactured for the Purchaser;
 - Alteration/ additions in construction, works;
 - Additions in scope of services to be provided by the Supplier;
 - Any other area(s) of the contract, as felt necessary by the Purchaser depending on the merits of the case.
- 1.30 If the modification/alteration increases or decreases the cost of goods and services to be supplied, or the time required by the Supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Supplier doesn't agree to the adjustment made by the Purchaser, the Supplier shall convey its views to the Purchaser within fifteen days from the date of the Supplier's receipt of the Purchaser's amendment / modification of the contract.
- 1.31 Taxes and Duties :Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the Purchaser.
- 1.32 Terms & Mode of Payment : The Purchaser will pay the supplier **for individual site**, the following amounts if the Supplier completes the work at each stage and produces billing documents.

S. No.	Stage	Payment	Billing documents which the Supplier has to produce
1	Advance (on the request from the supplier)	Up to 20% of basic cost of system excluding statutory levies i.e. duties, taxes and other levies.	<ol style="list-style-type: none"> Claim as per Form 11; Furnishing of security/Bank guarantee for an amount equal to 20% of basic cost of system for which the advance sought; Copy of the Contract; Contractor's commercial Invoice in quadruplicate; Submission of Security Deposit @ 10% of total contract value for due performance of the contract covering Guarantee/Warranty period as per form 6.



2	Upon completion of site preparation works, plus installation and commissioning of complete systems and sub-systems at the place of delivery after SAT	Up to 80% of basic cost of system excluding statutory levies i.e. duties, taxes and other levies minus 20% advance, if any, paid earlier	<ol style="list-style-type: none"> 1. Claim as per Form 11; 2. Contractor's commercial invoice in quadruplicate; 3. Copy of Bill of Lading/Entry; 4. FAT certificates duly signed; 5. Certificate of Consignee's representative of having substantially completed site preparation works; 6. SAT certificates duly signed; 7. Certificate of Installation and commissioning from the user Department as per Form 9.
3.	Upon completion of delivery and handing over FBTS system	20% of basic cost of the system + 100% cost of site preparation plus installation and commissioning charges + all other charges cost (Final Payment of Contract price excluding statutory levies i.e. duties, taxes and other levies	<ol style="list-style-type: none"> 1. Claim as per Form 11; 2. Contractor's commercial Invoice in quadruplicate; 3. Certificate of Consignee representative regarding completion of site preparation work; 4. Certificate of Delivery and Acceptance as per Form.10; 5. Security/Bank guarantee for an amount equal to the advance payment sought will be released (if any). 6. The quantum of agency commission will be given to Indian agent as per clause 1.1(03), if applicable.
4.	Payment of statutory duties, taxes and other levies	100% of the amount paid towards statutory levies i.e. duties, taxes and other levies or as admissible	<ol style="list-style-type: none"> 1. Claim as per Form 11; 2. Contractor's commercial invoice in quadruplicate; 3. Original documents as proof of payment of statutory levies i.e. duties, taxes and other levies;

* Note: Payment of advance will be optional on the request of the Contractor

1.33 The following general conditions will apply for payment to the Supplier:

- (a) The payment shall be made in the currency / currencies authorised in the contract.
- (b) The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified.



- (c) While claiming payment, the Supplier is also to 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 have been fulfilled as required under the contract.
 - (d) Advance payments shall be only against a Bank guarantee of an equal amount as given in Form 7 of GTE.
 - (e) While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser, 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.
 - (f) The payment to the foreign supplier will be made for the component of stores to be imported through irrevocable Letter of Credit (LC) to be opened through State Bank of India, Indian Overseas Branch, Parliament Street, New Delhi. The foreign supplier need to provide details of their bankers account and other required inputs for opening of LC.
 - (g) All payments for the components to be locally procured by the supplier(s) from the local market/agency commission to be paid to Indian agent (if applicable) will be released electronically to the account of the supplier(s), who will be required to provide Bankers details along with IFSC code and account number, PAN number etc. along with their bids to facilitate e-payments. The agency commission shall be payable in Indian Rupees at TT buying rate as on date of placement of order (Acceptance of Tender) to the Indian Agent.
- 1.34 Force Majeure : The Supplier shall not be liable for any sanction if there is delay and/or failure in fulfilling his obligations under the contract as a result of an event of Force Majeure. For this purpose, Force Majeure means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not brought about at the instance of the Supplier claiming to be affected by such event or which if anticipated or foreseeable, could not be avoided or provided for and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- 1.35 If a Force Majeure situation arises, the Supplier shall notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 1.36 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.
- 1.37 If due to a Force Majeure event the Purchaser is unable to fulfil his contractual commitment and responsibility, the Purchaser will notify the Supplier accordingly and subsequent actions taken on similar lines described in above paragraphs.
- 1.38 Delay in the Supplier's performance. : If the Supplier fails to deliver the goods and perform the services under the contract within the delivery schedule, unless such failure is due to a Force Majeure event, the Purchaser may do one or more of the following:
- (i) Impose liquidated damages,
 - (ii) Appropriate performance security,
 - (iii) Terminate the contract for default.
- 1.39 If the Supplier encounters conditions which may delay delivery of the goods and performance of services, he shall inform the Purchaser in writing and seek extension of the delivery schedule. The Purchaser may agree and issue a letter extending the delivery schedule of the contract, without liquidated damages if there is a Force Majeure condition, and with liquidated damages otherwise. The extension of delivery schedule shall not increase the price on any ground, including any stipulation in the contract for increase in price on any other ground and, or statutory increase in or fresh imposition of any duty or tax on the goods and services after the original date of the delivery stipulated in the contract. However, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the original date of delivery stipulated in the contract.
- 1.40 The Supplier shall not dispatch the goods after expiry of the delivery period. If there is delay, the Supplier should obtain an extension of delivery period from the Purchaser before dispatch. If the Supplier dispatches the goods without obtaining an extension, he would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Purchaser.
- 1.41 Liquidated damages : If the Supplier fails to complete the work or deliver FBTS System or fails to perform the services within the delivery schedule, unless such failure is due to a Force Majeure event, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct as liquidated damages @ 0.5% percent for each week or part thereof of contract value of each site on account of delay in handing over whole FBTS System duly installed and commissioned, complete in all respect to the end users after successful tests and trials subject to a maximum deduction of 10% of the total contract value. Thus, the period of acceptable delay would be 5 months and thereafter the contract may be liable for termination.
- 1.42 Method of Acceptance or Rejection : Within ten (10) days after completion of the tests and inspection the Purchaser shall notify the Supplier by post/courier or by fax of its acceptance of the tests including Facility, if the Systems satisfy the requirements of this contract and the specifications. However, during the

- tests and inspection if any defects come to notice in the Systems or machinery and accessories and/ or the Systems or any part or equipment thereof does not conform to the requirement of this contract and/ or the specifications, the Supplier shall take necessary steps to correct such defects and/ or non-conformity within a reasonable period or period of time mutually agreed to. However, such periods would be subject to liquidated damages as per clause 1.41 above.
- 1.43 Upon completion of corrections to ensure conformity/ rectification of defects etc., the Supplier shall promptly conduct such further trials or other tests of the Systems, or on the part of equipment thereof concerned as may be deemed necessary to prove satisfaction of the same with the requirement of the contract and specifications, and the Purchaser shall within ten (10) days after completion of the said further trials or tests, advise the Supplier by post/courier/ fax, of its acceptance or rejection of the tests. In the event of rejection, the Purchaser will state the reason(s) why the test fails to satisfy the requirements of the contract and/ or specifications.
- 1.44 Termination for default : Without prejudice to any other contractual rights and remedies available, the Purchaser may, by written notice of default sent to the Supplier, terminate the contract in whole or in part, if the Supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the delivery period specified in the contract, or within any extension thereof granted by the Purchaser.
- 1.45 If the Purchaser terminates the contract in whole or in part, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 1.46 Unless otherwise instructed by the Purchaser, the Supplier shall continue to perform the contract to the extent not terminated.
- 1.47 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. Such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.
- 1.48 Termination for convenience : The Purchaser reserves the right to terminate the contract, in whole or in part for his (Purchaser's) convenience, by serving written notice on the Supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate, inter-alia, the extent to which the Supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 1.49 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.
- 1.50 Governing language : The contract shall be in English language. The Purchaser and Supplier shall exchange all correspondence and other documents pertaining to the contract in English.
- 1.51 Notices : Any notice relating to the contract given by one party to the other, shall be sent in writing or by facsimile or email and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 1.52 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.



(Rajender Kumar)

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FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

APPENDIX - B

ARBITRATION

- 2.1. Resolution of disputes: If any dispute or difference arises between the Purchaser and Supplier in connection with the contract, it shall be resolved amicably through mutual consultations failing which it shall be referred to the sole arbitration of an Officer in the Ministry of Law and Justice, Government of India, who will be appointed to be the arbitrator by the Home Secretary, Ministry of Home Affairs, Government of India. There will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the Contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this Contract.
- 2.2. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the Court for any reason, shall be lawful for the Home Secretary, Ministry of Home Affairs to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. The relevant clause no.24 of DGS&D 68(R) amended up to date will also be applicable in addition to above clauses, wherever applicable.
- 2.3. Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 2.4. Subject as aforesaid, the Indian law will be the governing law in the matter of any dispute, and the Arbitration and Conciliation Act, 1996 and the rules made there under and any statutory modification or replacement thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this para.
- 2.5. If the value of the claim in a reference exceeds Rs. 1 lakh, the arbitrator shall give reasoned award.
- 2.6. The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Arbitrator may determine.
- Applicable Law**
- 2.7. This contract shall be governed by the Laws of India for the time being in force. Subject to the clauses on arbitration above, the courts of Delhi shall have exclusive jurisdiction in all matters or disputes arising under or in respect of this Contract.



Defence of Suits

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



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APPENDIX - C

SCHEDULE OF REQUIREMENTS

- 3.1 Objective :The primary objective of this tender is to acquire FBTS system for scanning truck/ truck mounted containers, from Indian original equipment manufacturer (OEM) on his own Technology/foreign OEM or through collaborative agreement from OEMs abroad imported into India. The system shall be utilized as an aid, inter-alia, for detection of violations of Customs Act and other laws of India, enforced by Customs and other Agencies during the course of import, trans-shipment, and export of goods. The violation includes:
- i) Mis-declaration of description and quantity of goods;
 - ii) Mis-declaration of quality such as grades, defective, etc.; and
 - iii) Concealment of contraband goods, including
 - a) arms of various types, assorted ammunitions, explosives of various varieties, etc.;
 - b) different types of detonators, circuits, cordex wires, electronic components, etc., used in fabrication of improvised explosive devices;
 - c) narcotic drugs and psychotropic substances, and;
 - d) fake currency notes.
- Note :**(A) X-ray images are to be provided for detection of above concealment of contraband goods including as indicated in para 3.1(iii) (a,b,c& d) of GTE.
 (B) Bidders shall also provide standard manifestos of various materials.
 (C) The FBTS System will be utilized as an aid for detection of goods under custom act and other laws of India.
- 3.2 The concealment of the contraband items, regardless of the shape of contraband and method of its concealment, may be: (i) within packages containing legitimate goods in the carrier; (ii) in cavities or specially created spaces in the carrier or consignment; (iii) within densely packed cargo, etc. It is expected that the scanner system is able to detect the contraband items concealed within variety of consignments; particularly cement, gypsum, etc.
- 3.3 Scanner system should be capable of scanning standard trucks and trucks loaded with containers including driver's cabin, cargo and engine compartment, without the need to unload and unpack cargo for inspection. The system should also permit and facilitate the operator to compare the scanned image to the contents described on the shipping documents so as to deter attempts to ship contrabands or detect tariff fraud.
- 3.4 Modality of Project execution: The Project involves right choice of scanning equipment along with accessories, scanner movement system, diesel generator sets, uninterrupted power supply, communication system, safety & surveillance system, radiation monitoring instruments, isolation barriers, etc. It also includes site specific civil & structural designs, detailed engineering, construction (including public health services, electrification, air-conditioning, furniture &



- fixtures, etc.), equipment & system installation, commissioning, maintenance, etc. so as to make the FBTS system available to the Purchaser.
- 3.5 The project requires a combination of diverse & multiple expertise in the areas of design & engineering, manufacture of the equipment, installation and commissioning, statutory clearances, service & maintenance, civil/structural construction & related works, project management, etc. Hence, a 'Turnkey' approach has been envisaged. Therefore, the bid may be offered by the expertise holder directly or through their authorized sole selling agent. Notwithstanding the above, the responsibility to deliver and execute the contract shall lie with the Tenderer.
- 3.6 The project envisages tie-ups of Indian Firms with OEMs for supply of the scanner system, G/W / post-G/W and life cycle support to meet long term maintenance needs of the system. As the Purchaser is interested in long term availability and service of the equipment, Indian maintenance set up is envisioned with full back up of the manufacturer/OEM.
- 3.7 As FBTS will emit radiation while it is on, it requires an adequately designed shielding arrangement to provide protection against radiation. The design of the shielding arrangement as well as scanner installation & operation needs regulatory clearances. Construction of such shielding arrangement entails knowledge of Indian working & operating conditions, labour & other welfare legislation, Indian codes and standards. Hence, it is envisioned that the construction agency should be an Indian firm. This being a radiation facility, continuous supervision of construction activities by the supplier will be needed.
- 3.8 Scope of Work: The Supplier shall supply the following goods and services. The cost of all of the following, except CAMC, shall be included in the bid for FBTS:
- i) Supply, install and commission Five Nos. of FBTS Systems;
 - ii) Design, engineer & execute Civil, Electrical, Mechanical, Communication, Air-conditioning/ventilation & related works and provide site services;
 - iii) Obtain regulatory and statutory clearances;
 - iv) Train staff of user Organisation(s) in the operation and use of the FBTS System;
 - v) Deliver the FBTS Systems to the user Organisation(s);
 - vi) Maintain the FBTS System & the Facility for five years under G/W ;
 - vii) Product Support for fifteen years after the five year G/W period;
 - viii) Provide Comprehensive Annual Maintenance under a contract (hereinafter referred to as CAMC) for a **period of 5 years after completion of G/W period of 5 years**. The hand over dates of FBTS System by the supplier may be different for individual site, therefore G/W period may commence and end at different dates for each of the five sites. Hence each CAMC will start on the expiry of G/W period of individual sites of five locations. The above goods & services are to be executed on "Design, engineering, manufacture, inspection, factory testing, delivery, facility construction, installation, commissioning, performance evaluation, acceptance testing, handing over & maintenance" basis.
- 3.9 Supply, Installation and Commissioning : FBTS System should be supplied, installed, commissioned and maintained at: (i) ICP, Attari (ii) ICP, Petrapole; (iii) ICP, Raxaul,; (iv) LoC, Uri-Salamabad; and (v) LoC , Pooch, Chakan-da-bagh; the locations of which are indicated in Appendix-4 of GTE. Schematic layout of



the FBTSS Facility is shown in Appendix-5 of GTE. The system & facility should meet the specifications and technical details mentioned in Section-4 of GTE.

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

Regulatory & Statutory Requirements

- 3.11 The scanner should meet the regulatory and statutory requirements of the Atomic Energy Regulatory Board (AERB) in India and other Government, local and municipal authorities. The Supplier shall obtain all requisite clearances in this regard, including those related to the construction of the Scanner Facility. Wherever, the application for approval/permission has to be provided by the Purchaser; the Supplier will prepare all such documents as are necessary to obtain such approvals/permissions.
- 3.12 Information available with the Purchaser (full information may be obtained from Head, Radiological Safety Division, AERB, Mumbai) indicates that approval of AERB is required at the following stages:
- a) Selection of Site
 - b) Construction Clearance (including import of the X-ray generating unit)
 - c) Installation & Pre-commissioning Tests
 - d) Commissioning & Regular Operation

Site Works

- 3.13 Site Work and Site Services : This will involve construction of RCC framed structure building, RCC column & roof shed, concrete pad, site entry & exit roads, fencing & boundary wall, paving, painting/epoxy coating, **anti-termite treatment, horticulture & landscaping, etc.** Site work will include providing/ establishing electrification, air-conditioning, communication, networking, public health services, fire mitigation & fighting, water storage & distribution, doors & windows, furniture & fixtures, security & surveillance, etc. for the Scanner Facility. Extend services such as electric power, water supply, communication/ networking lines, storm water drains, sewage discharge lines, fire water line up to the nearest identified points (by LPAI) for connection/ integration purposes. This may need existing roads to be crossed requiring road cutting, embedding concrete pipes and repairing the road. These will form part of the site works.

Note : (i) For para 2.11, 2.12 & 2.13 above, the Supplier shall obtain requisite approvals/ clearances from Atomic Energy Regulatory Board (AERB) and other statutory bodies (as applicable) within 45 days of Notification of Award.

(ii) The Supplier shall obtain the approval of AERB and other statutory agencies (as applicable) for conducting trials and commissioning of the FBTS System.

- 3.14 Civil & structural construction works should meet the following requirements:
- a) Foundation of the structure/buildings should be decided based on the geotechnical survey carried out by the contractor for all the sites. Design of the foundation shall be carried out as per respective BIS codes & standards. Concrete pad should be designed after considering the soil conditions. Sub-grade soil should be treated suitably to increase the bearing capacity.

Expansive soil at top level should be removed up to minimum 300 mm depth. It should be backfilled with compacted murrum before soling.

- b) Structure/ building should be designed for site specific strata (obtained through geo-technical investigations) and should meet the requirements of seismic design criteria as per the seismic zone in which each site falls and as per the provisions of IS 456-2000 with due consideration to environmental exposure condition. Structure/ building should undergo static & dynamic design analysis under different live & dead load combinations.
- c) Minimum M30 grade concrete shall be used in RCC construction along with suitable reinforcement, which should be provided in accordance with IS 13920-1993. Piles for foundation, if found necessary upon geotechnical studies, shall be designed as per the provisions of IS 2911.
- d) Scanner Facility should be located above the highest flood level noted for the site. In any case, it shall not be located lower than 450 mm from the adjacent road level.
- e) The project requires a combination of diverse & multiple expertise in the areas of design & engineering, manufacture of the equipment, installation and commissioning, statutory clearances, service & maintenance, civil/structural construction & related works, project management, etc. Hence, a 'Turnkey' approach has been envisaged. Therefore, the bid may be offered by the expertise holder directly or through their authorized sole selling agent. Notwithstanding the above, the responsibility to deliver and execute the contract shall lie with the Tenderer.
- f) Flooring and dado should be of vitrified tiles/kota stone with PVC/ Anti-skid ceramic/IPS-Hardonite/ acid resistant depending upon the use of the area. Metallic components, wherever used within the Facility should be of rust free stainless. Hand rails, wherever used, should be of approved design in austenitic stainless steel pipes/ plates.
- g) Boom-barriers, automated sliding gates, operable from the check-in/check-out counters, should be of approved design and materials.

3.15 Equipment/ components/ systems/ assemblies, materials, etc. available in India should only be used in constructing and equipping the Facility. Furniture & fixture required for the Facility shall be of approved numbers and quality. All materials & items used in the construction of Facility should be new, of reputed brand/make and of tested quality (supported by test certificates from the manufacturer or Govt. approved laboratory). Three levels of quality control & surveillance checks should be employed during the construction phase; by utilising the services of duly qualified & experienced staff.

3.16 Electrical & communication works will cover, but not limited to, supply, installation, testing and commissioning of:

- a) 415 V, 3 phase, 4 wire Power Control Centre(s)
- b) Local Push Button Stations as needed for FBTS operation and its associated systems such as scanner movement systems, motorised shutters/ gates, air-conditioning units, pumps, ventilation dampers, etc.
- c) Supply & installation of communication system, including cabling/ wiring networking.

- d) Supply of cables & trays, cabling and terminations at various electrical panels/ equipment's of the Facility for power supply distribution.
 - e) Supply & installation of high static electricity & lightning protection systems.
 - f) Concealed lighting distribution boards (LDB), lighting panels/switch boards/sockets, power receptacles, lighting fixtures and accessories within the Facility plot.
 - g) Supply & installation of DG set of suitable rating for the operation of the scanner & Facility as a whole.
 - h) Integration of DG power with commercial power supply with auto switch-over.
 - i) Supply & installation of day oil tank & oil storage tank and oil transfer arrangement for DG set.
 - j) Supply & installation of UPS (along with necessary battery banks) of suitable rating to maintain computer system for minimum 30 minutes. UPS is not for sustaining the X-Ray scanning operation.
 - k) Flood lighting system for optimum illumination that provides, when measured at ground level, least 100 lux within 5 meters of the scanner system and at least 20 lux within the whole security zone during work at night or in poor visibility conditions and should be without direct glare. The sitting and maintenance areas shall have lighting of 250 lux.
 - l) Supply & installation of separate grounding arrangement for power and electronic systems insulated from each other.
 - m) Indication/alarm in the operation station, with associated hardware and cabling, of important parameters of the support/ auxiliary systems.
- 3.17 Obtaining Electrical Inspector's and any other statutory clearances should be responsibility of Contractor. This will include approaching the concerned authorities with necessary technical literature, drawings, documents, etc. along with application forms. The expenses incurred in obtaining such approvals shall be borne by Supplier.
- 3.18 Provision for material handling should exist in the Facility to facilitate installation, dismantling and transportation of the scanner and its associated systems. All operational areas/rooms should be air-conditioned. Maintenance & storage areas should be well ventilated.
- 3.19 It will be the responsibility of Supplier to offer right type of equipment/ system/ fixtures/ accessories, etc. to meet the Facility needs. These shall be with IS specifications of reputed make (to be approved by the Purchaser) having energy saving features.
- 3.20 Any modifications necessitated during design & detailing of the Facility to meet functional & operational requirements or due to constructional & site requirements, shall be carried out by the Supplier at no extra cost to the Purchaser.
- 3.21 General requirements of Civil and Public Health works would be as per the provisions of latest editions of "Central Public Works Department (of India) Specifications". Electrical works should be carried out as per the provisions and requirements of Indian Electricity Rules, Indian Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards. All designs and items of work shall have the approval of the Purchaser prior to its implementation /execution.



- 3.22 Periodic maintenance of various structures, concrete pads, roads, fencing, etc., in the Scanner Facility, regular upkeep & repairs of the Facility, etc. during G/W and post-G/W periods will form part of the site services. These will include, but not limited to, the following:
- (i) Periodic maintenance of building/structure, gates, pavements, roads, fencing,
 - (ii) Painting of the building/structures, fencing, gates, etc. once in three years,
 - (iii) Repair/ replacement of non-working electrical fittings & fixtures,
 - (iv) Repair/ replacing non-working doors, windows, toilet fittings & fixtures,
 - (v) Repair/ replacing non-working air-conditioners, water cooler, any such gadgets,
 - (vi) Repair/ replacing furniture & fixtures,
 - (vii) Maintaining horticulture /landscape within the facility,
 - (viii) Sweeping of floors/ walls/roof, and cleaning of toilets, dusting of furnishing,
 - (ix) Cleaning of drainage, ducts, trenches,

Site Services

- 3.23 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 tapping from a designated source and their respective distributions.
 - 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 government authorities.

Site Organisation

- 3.24 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.



Site Facilities

- 3.25 Supplier may construct temporary buildings associated with site administration, car parks, cycle stands and access ways should also be constructed. Supplier shall be responsible for provision of suitable temporary storage facilities for construction materials and items/ equipment received at site.
- 3.26 Before the erection of any temporary site accommodation, the Supplier must obtain approval from the Purchaser or his representative of the size, type, condition, location, access and services proposed. Purchaser's or his representative's approval shall be obtained before any accommodation is dismantled or removed from the site.
- 3.27 The site office accommodations should be reasonably maintained and suitably identified with the Supplier's name and that of his site engineer.
- 3.28 Supplier shall provide his own on-site / off-site telephone facilities. The Supplier shall obtain permission from the appropriate authorities before any radio wave emanating system is used at the site. This includes radio telephones and pagers, transceivers, cordless and cellular telephones and such any other systems. The Supplier shall ensure that the radio-communication systems do not cause interference to the existing control and instrumentation and communication systems.
- 3.29 A food facility may be provided on the site by the Supplier for the reasonable use of both his and his sub-supplier's employees, and his staff and employees of other suppliers.
- 3.30 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.
- 3.31 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.
- 3.32 Use of Motor Vehicles, Parking and Cycle Sheds Parking facilities and cycle sheds would be provided by the Supplier in a compound within the site boundary but outside the security fence of the construction area and as near to the site access as possible. Only authorised vehicles shall enter the construction area and these must display the vehicle pass issued by the Supplier. Designated parking spaces shall be allocated near the main site office for the Supplier's and the Purchaser's or his representative's staff.



Site Restrictions

- 3.33 Supplier and his employees shall not trespass beyond the boundary limits of the site on to any adjoining land and the Supplier shall take necessary action to prevent trespassing and shall follow all security regulations and access control as enforced at site by the Purchaser or his representative in regard to men & material movement, as laid down in Appendix-2, while working the sites

Site Access

- 3.34 Supplier shall be responsible for any road improvement required for construction 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.
- 3.35 Training : After installation and commissioning, the Supplier shall initially, train five officers from each site of installation (to be nominated by the user Organisations) in the operation, image interpretation and use of the FBTS System. Thereafter, the Supplier shall train the officers nominated by the user Organisation once every six months during the G/W and CAMC period.
- 3.36 Training lesson plans, materials and any other documentation for training should be submitted for Purchasers' review at least two (02) months prior to the start of the first training session. Training should take place in an environment where each participant has access to a workstation of his/her own. The training programme (class room and hands-on) shall cover all aspects of operation, image interpretation and first level trouble shooting. Refresher training program as well as train-the-trainer courses should also be developed and provided to include class room, video and on-the-job training aids.
- 3.37 Training should include detailed introduction of the software used in FBTS System with hands on practice / exercises. The training should also include organization of computer systems, local area operation, operation with Purchaser's network, data storage and retrievals, transfers, etc. The training should include image interpretation with real cargo images. A library of such images including manifest details will help operator training.
- 3.38 3 sets of complete documentation, manuals and instructions, in English must be included with each site delivery. The manuals and instructions must cover how to use the equipment and service instructions for all the components of the equipment offered. Operation manuals must contain instructions for the operation of all control functions of the equipment, as well as control and alignment procedures.
- 3.39 Tests and trials : After installation and commissioning, the Supplier and the user Organisation will conduct tests and trials for 30 days.
- 3.40 Delivery : After successful completion of tests and trials, the Supplier shall deliver the FBTS System and all related equipment, manuals, etc. to the user Organisation. The delivery will be completed when the Supplier and the user Organisation sign the Certificate of Delivery.

TERMS OF DELIVERY

- 3.41 Delivery Schedule : The supplier will have to deliver FBTS system including the scanner facility with site preparation, installation & commissioning and then entire system complete in all respect will be handed over to the end user after successful test and trials to following locations within the delivery period as

mentioned in the chart below. The supplier must quote guaranteed delivery period for each location from the date of placement of contract for the above purpose, as under:-

S.N.	Location	FBTSS	Required delivery period
1	ICP, Attari	One	14.09.2018
2	ICP, Petrapole	One	14.09.2018
3	ICP, Raxual	One	14.09.2018
4	LoC, Uri, Salamabad	One	14.03.2019
5	LoC, Poonch – Chakan-da-bagh	One	14.03.2019
Total Number of Scanning Systems		Five	

- 3.42 Until the delivery is completed, the FBTS System and all its associated systems & equipment are the responsibility of the Supplier. Accordingly, its packing, transport, insurance, clearance through customs, handling, maintenance and upkeep until the delivery shall be to the responsibility of the Supplier and to his account. In case FBTS System requires export license from origin country, then it will be exclusive responsibility of supplier to do the needful following export control laws of that country. MHA will provide all the requisite inputs / documents for import of FBTS system to the supplier. Therefore supplier will be held responsible for any delay in execution of the contract beyond agreed delivery schedule and will be liable for penalty clauses of the GTE.
- 3.43 Any loss or damage to the FBTS System & associated equipment during handling, transportation, etc. until completion of delivery shall be to Supplier's account. The Supplier shall be responsible for preferring of all claims and make good for the damage of loss by way of repairs and/or replacement of the portion of equipment damaged or lost.
- 3.44 Upkeep of the FBTS System & associated equipment until completion of delivery shall be the responsibility of the Supplier.
- 3.45 Progress Monitoring : **Within 15 days of the notification of award of contract, the Supplier should submit a detailed Time Bar Chart** covering key phases of design, manufacture, inspection & testing, site works, supply, installation and commissioning of the FBTS System, its associated systems & equipment and Facility construction. If the Purchaser so requires, the Supplier shall discuss the Time Bar Chart with the Purchaser and revise it. Time Bar Chart will be used to periodically review the progress of the project.
- 3.46 General Maintenance Requirements: To offer satisfactory service during G/W period of five years and post G/W maintenance under CAMC for five years the tenderer should either have his own service set-up in India or he should appoint as 'Maintenance Contractor' any indigenous manufacturer / reputed contractor who is to capable maintain the FBTS System, its associated systems & equipment and the Scanner Facility. The tenderer must indicate in the tender the name of the maintenance contractor and enclose a copy of the agreement with them. The agreement must be valid for at least ten years.
- 3.47 The agreement between the tenderer and the maintenance contractor should clearly specify that the tenderer will provide all necessary technical support including supply of spares to the maintenance contractor during the

- maintenance period so that the latter can effectively maintain the FBTS System, its associated systems & equipment and the Facility.
- 3.48 Guaranty / Warranty (G/W) Maintenance : During G/W period, the Supplier or, as the case may be, the Maintenance contractor shall set right the FBTS System, its associated systems & equipment and the Facility immediately on receipt of a complaint but in no case later than 24 hours. Preventive Maintenance shall be carried out once in 6 months until completion of G/W period. The Supplier must deploy only qualified and experienced staff in maintenance activities.
- 3.49 Post G/W MAINTENANCE : Scope of CAMC shall include: (a) supply of all spare parts, (b) periodical preventive maintenance visits, (c) unlimited 'on-call' visits to attend to the repairs and breakdowns. During CAMC all parts/components shall be repaired / replaced by the Supplier or, as the case may be, maintenance contractor. No extra payment shall be made for replacement of parts.
- 3.50 Full particulars of maintenance service centre and qualified engineering staff should be enclosed with the technical bid.
- 3.51 Maximum time limit for attending to the **complaint shall be 24 hours**. Sunday and any other Govt. Holidays will not be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the FBTS System & its associated systems remain non-operational continuously beyond this time limit, **1% of the CAMC charges will be deducted for every such day or part thereof**.
- 3.52 The Supplier or, as the case may be, the maintenance contractor shall carry out preventive maintenance visits at least once in 6 months. For every failure to carry out a preventive maintenance, 2.5% of the CAMC charges will be deducted. In case there is any impediment in doing maintenance visits at least once in six months (which is not attributable on the part of supplier), then supplier shall immediately report about the same to end users/operators {(i) LPAI and (ii) J&K Govt} /MHA. Suitable timely action will be taken to resolve this problem.
- 3.53 Every year, 50% of CAMC charges would be paid as advance against a Bank guarantee for the same amount in a Proforma given in Form 8 of GTE issued from any scheduled Bank for the same amount. The balance amount, after due adjustments as per paras 2.51 and 2.52 above, would be paid after satisfactory completion of maintenance for one year and on production of the Verification Report issued by the user Organisation.



- 3.54 Performance security for CAMC :At the time of signing the CAMC, the tenderer shall submit Performance security equivalent to 5% of the value of the contract in the form of Bank Guarantee from any Scheduled nationalized Bank Form 8 of GTE. The Guarantee will remain valid during the currency of the contract.
- 3.55 Purchaser's right to terminate the maintenance contract : Purchaser reserves its right to terminate the maintenance contract at any time without assigning any reason. The tenderer will not be entitled to claim any compensation against such termination. However while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, the same shall be paid to him as per the contract terms.
- 3.56 Software & Software upgrades :The Supplier shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the system un-availability is minimal. The Supplier shall also comply and guarantee software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).
- 3.57 Taking into account the operational requirements of the Purchaser, there may be a need to customize some portion of the software. Supplier should agree for such customization, which is expected to be limited, at no extra cost.
- 3.58 Any software upgrades developed by the Supplier during the G/W and the post G/W 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.
- 3.59 Documentation :The Supplier shall document design, manufacture, inspection, testing, site works & services, installation, commissioning, test & trials, operation & maintenance, quality assurance and delivery of FBTS System and its associated systems & equipment. The complete documentation work shall be in English.
- 3.60 Relevant documents as required by the Purchaser shall be submitted for review/ reference, from time to time, during the execution of the contract. Complete documents, quality assurance records and as-built drawings shall be provided to the Purchaser, both in soft & hard copies, after the completion of the contract.



(Rajender Kumar)

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FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

APPENDIX - D

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

- 4.1 System Requirements: Full Body Truck Scanner (FBTS) System shall be an X-ray based system which should enable the scanning of cargo/containers loaded on truck-trailers. The scanner system shall meet the following requirements:

System requirements		
1	X-Ray generator	Dual energy: High – 6MeV (Nominal); Low – within a differential of 2 to 3 MeV.
2	Through-put	Minimum 20 vehicles per hour at normal system scan speed (This should include data entry, scan time, and image analysis). Bidder to state the average number of containers the scanner is able to scan during six (6) hours of continuous operation in the fixed object inspection mode.
3	Penetration	Minimum 350 mm of steel (at normal system scan speed)
4	Detection efficacy	Should be able to scan the truck & cargo, as specified under para 3.1 to 3.3 of Section-3 above, and also low density materials to highly dense cargo.
5	Scan speed	To be specified by the tenderer (consistent with the requisite through-put)
6	Wire detect ability in free air	1 mm or better
7	Contrast sensitivity	1% or better behind 100 mm of steel
8	Spatial resolution	5 mm or better at any location in the truck/cargo
9	Scan size	Should scan the entire container carried on a truck, truck with trailers or tractor with trolleys, including driver's cabin & engine compartment; and display the transmitted scan image from a height of 0.3 meters above to the top of the truck/container without missing any area or corner cut-off. Max. size of object scanned: Width - 2.90 m; Height - 4.50 m; Length - 16.00 to 17.00 m.
10	Material discrimination	Capability to distinguish between organic, inorganic, metallic, plastics, and intermediate materials.
11	Threat detection	Image processing should be capable of assisting the operator in threat detection and identification.
12	Density threshold	It should be possible to alert the operator of presence



	alert	of non-penetrating materials along with audio alarm
13	Release/Hold decision	Should have the capability to tag an image as 'suspect' or 'non-suspect' and store the decision with the image data set.
14	Image quality	Should have high performance imaging capability. In addition to achieving the required penetration, contrast sensitivity and spatial resolution, images are to appear clear, have sharp edges, and have aspect ratio that is not compressed
15	Detectors	Any detectors to achieve the performance requirements as above.
16	Image processing	<p>Should have the following minimum features:</p> <ul style="list-style-type: none"> a) Zoom-in (upto 16 X) zoom-out (1/4th), pan, scroll, density expands, edge enhancement, reverse video, brightness & contrast adjustment, etc. b) Pseudo colouring (atleast 16 pseudo colour) , ruler functions c) ROI (Region of Interest) processing d) Original image and processed image - to allow attending operator to alternate between the original and processed images in the same window e) Negative and positive image toggling f) Filtering functions g) Gray scale re-mapping and adjustment h) Shape marking or text annotations highlighting suspicious area. i) Histogram- liner, non-liner defined functions j) GUI- menu bar, tool bar, in-put window, main inspection window, whole scan image window, etc. k) Image depth-16 bits <p>The above features shall be available on each workstation supplied.</p>
17	Data/Image Processing Hardware	<ul style="list-style-type: none"> a) Servers & Workstations should be of state-of-the-art and the operating system should be based on LINUX/Microsoft Windows or an equivalent or superior multi-tasking operating system supported internationally. b) Monitors should be minimum 24" flat LCD (TFT) colour having resolution 1920 x 1680 or better. One of the displays should be on a reasonably larger screen (over 60") without any distortions or loss of resolution.

		c) Printer should include an A3/A4 (regular) format coloured laser printer, as well as software which will allow printing by control system displays, image analysis outputs, video capture snap shots, notes, manifest etc. It should have multifunction capability such as scanner, copier, etc.
18	Image inspection station (per site of installation)	<p>a) Image inspection station (IIS) must have a minimum of five sets of workstations (including two for remote location inspection) and provision to add at least two more, if work load demands.</p> <p>b) Each work station shall be supplied such that the operators perform independent inspection activities, simultaneously or sequentially.</p>
19	Net-working	<p>a) Scanner operation station, Image inspection station, Check-in, check-out posts, Remote inspection Areas (MIA) should be connected through wide area network.</p> <p>b) Workstations, Servers, Control stations linked through local area network allowing error free data flow for uninterrupted operation.</p> <p>c) DB Servers at scanner station having connectivity and compatibility to external (away from site) network for data retrievals and image manipulation along with requisite software and hardware.</p>
20	Redundancy features	Adequate redundancy features should be provided to minimise single point of failure in the system leading to non-availability of the scanner.
21	Sensors	<p>a) Adequate number of sensors should be provided to detect when the truck-trailer is approaching, entering and exiting the Scanner Facility.</p> <p>b) Sensors should detect the height of the truck so as to protect the scanner system from over-dimensioned conveyance, if any. A bye-pass lane should be provided for such conveyances.</p> <p>c) Sensors should be provided to measure the speed of the conveyance and to carry out necessary adjustment, if required, in the system.</p> <p>d) Sensors should detect presence of any car or other passenger vehicle; if accidentally pass through, so that these are not scanned.</p> <p>e) Sensors should be provided to determine the end of the cargo container such that the X-ray generator is</p>



		<p>put OFF as soon as the end of the container is detected.</p> <p>f) Sensor should be provided to detect if scanner is stalled during scanning and should put OFF the x-ray generator.</p> <p>g) The sensors for the above purposes should be based on diverse technologies and should also have redundancy in them.</p>
22	Safety interlocks	<p>Suitable and adequate number of safety interlocks should be provided which would ensure failsafe operation of the scanner system.</p> <p>X-ray generator shall remain in OFF mode. It shall be in ON mode only on fulfilment of, but not limited to, the following conditions:</p> <p>a) The scanner is moving at the requisite speed. b) Scanner has not got stalled during scanning process. c) End of the container has not been detected.</p> <p>Safety interlocks should be achieved by various electrical, electronic, optical and magnetic technologies which should ensure failsafe operation of the scanner system.</p>
23	Scanner movement system	<p>a) Should be a gantry-based heavy-duty and reliable system for the movement of the scanner system to facilitate scanning of a line of stationary trucks/truck mounted container.</p> <p>b) Manual manipulation of the movement system (jogging) should be made available to the operator in case of emergency or unit shutdown and must be in close proximity to the track.</p> <p>c) Indication/alarm of important parameters of the scanner movement system should be provided in the operation station.</p>
24	Regulatory requirements	<p>a) FBTS System must comply with the regulations of Atomic Energy Regulatory Board (AERB) of India and Supplier should produce a no-objection certificate (NOC) for import from AERB along with the Tender but in no case later than 30 days from the date of opening of the technical bid of the Tender.</p> <p>b) Dose per annum to the operators of the scanning</p>



		<p>system: 1mSv;</p> <p>c) in order not to exceed the limit of 1 mSv, the required radiation level at the cordon/biological shielding shall not exceed 0.5 μSv in one hour Dose on cargo per scanning shall not exceed 100 micro Sievert (10mR). (Information: Since, no living being is exposed during the scanning process, AERB has not suggested any limit on dose to the cargo per scan).</p>
25	Radiation survey meters (per site of installation)	The system should be supplied with radiation survey meters (2 Nos.) which should be able to measure with sufficient accuracy the dose rates (dose rate range: 0.01 μ Sv/hr to 10 mSv/hr) arising from pulsed radiation fields and should not get saturated / paralysed in high radiation fields. The monitors should be calibrated for ambient dose equivalent.
26	Personnel radiation dosimeters (per site of installation)	The system should be supplied personnel digital dosimeters (6 Nos.) which shall be useful in the energy range 20 keV to 6 MeV and cumulative dose measurement range: 0-10 mSv.
27	Electrical safety	The scanner and its associated systems must fulfil all legal regulations on safety and health requirements to comply with the Indian Electrical Code & Standards
28	Data security	All data and analytical results shall be secured with three levels of user access control viz. operator, supervisor, and administrator
29	Security & Safety (per site of installation)	<p>a) Minimum 4 Nos. of CCTV cameras (one with PTZ camera having facility to view from remote location) with DVR capable of saving more than 12 hour long video images, should be installed for monitoring the radiation protection area/ boundary of the facility.</p> <p>b) Provisions of safety measures such as audio alarms, visual alarms, flashing of lights, indication of an emergency situation, noticeable warning signal while "scanning on", etc. must be made. The status of safety system shall be displayed on a control panel.</p> <p>c) Provisions should be made to protect the scanner system from being damaged by the truck-trailer.</p>
30	Auto-shut down/ emergency stop	<p>a) System must be equipped to stop the operation by automatic shutdown device(s) in the case of emergency of any kind.</p> <p>b) Emergency stop buttons should be installed in the</p>



		scan control office and in radiation management area.
31	Self-diagnostic	Scanner and its associated systems, including OCR and UVSS, should have built-in self-test and fault diagnostic capability/facility.
32	Bi-directional operation	System should have provisions in terms of all controls for bi-directional scanning.
33	Optical character recognition/ Automated number plate capture	<p>a) System should be equipped to capture the English alpha numeric license plate) in all standard fonts and formats of heavy commercial vehicles / number of the container and convert it into characters with an efficacy of 95% or better.</p> <p>b) System should work in both day and night conditions with good accuracy.</p> <p>c) Apart from printed license plates, the system should also be able to perform recognition on hand painted straight font alpha numeric number plates in standard formats found in Indian license plates.</p> <p>d) Should also capture the image of the number so that if there is an error, the operator can correct it.</p> <p>e) Should be possible to integrate the captured number with the image of the cargo obtained during scanning operation or export the same into other systems.</p> <p>f) Components exposed to ambient conditions should have environment protection housing of IP 66 or higher.</p>
34	Under vehicle scanning/imaging	<p>a) System should capture very high resolution & complete composite underbody image of the vehicle passing over it using a single high resolution digital progressive area-scan camera, without the vehicle being required to be stopped. 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.</p> <p>b) Should be capable of producing a clear and undistorted image of the vehicle underside, even when a vehicle has completely stopped / halted, 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.</p>



		<p>c) Should have feature to magnify (zoom) the composite images (current and past), in order to facilitate a closer view of any part of the composite image. System should give a real-time output of all the data simultaneously and should have the facility to view the composite image and video images in off-line mode also.</p> <p>d) Composite imaging camera should be a high quality, color area scan with minimum XGA resolution of (1024 x 768) or above. Should have three 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. or equivalent quoted.</p> <p>e) 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.</p> <p>f) Underground cameras should be enclosed in a suitable all-weather-proof housing of IP68 equivalent or higher standard.</p> <p>g) Underside illumination must be adequate and obtained through any state-of-the-art, long life, LED lighting modules.</p> <p>h) Mechanical structure used for installation should be of rust free stainless steel or aluminum with sufficient thickness and strength should be used.</p> <p>i) System should be able to integrate the underbody images with corresponding truck license plate/ container number and able to net work for any remote monitoring.</p> <p>j) System should have a facility to take back-up of all the transactions to any usual backup / storage media and also should be able to print out reports.</p> <p>k) Applications & operating software should preferably be based on open architecture on LINUX/Microsoft Windows or an equivalent multi-tasking operating platform supported internationally. It should have an user friendly Graphical User Interface (GUI) with provision for multiple users logging of events and</p>
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		<p>search facility, with an option to choose and operate the system in Hindi or any other local state language GUI, in addition to English.</p> <p>l) System should be adequately designed, and its structure should be able to withstand a total vehicle load up to 60 MT. A suitable pit air conditioning system should be installed to provide cooling during high ambient temperature condition.</p> <p>m) Should be able to scan trucks, truck with trailers or tractor with trolleys, with dimensions as specified under point 9 in para 4.1. Should have remote operation feature. As such, there should not be any constraint on the distance between the unit and the operator control room.</p> <p>n) Should also provide a feature to capture the image of the driver of all RHS driven vehicles, captured through a suitable driver view camera.</p>
35	Inter-linkage with the Purchaser's EDI network	<p>a) System should be able to receive IGM information in respect of the conveyance/containers being scanned from the Purchaser's EDI network and display it along with the image so that the operator can compare the image with the data and draw his conclusions.</p> <p>b) System should store the image and data in the server.</p> <p>c) System should permit export of the image as a .pdf or .jpeg file to any computer linked to internet or to hand held devices.</p> <p>d) System should enable remote login with full functionality into the server by officers from anywhere in the country.</p>
36	Data storage, back-up/ recovery	<p>a) It must be possible to store information about at least 10,00,000 scanned objects (i.e. scanned images, cargo manifests, notes, etc. associated with an inspected object). It should be able to generate a warning when the storage medium, used to store data sets, reaches a set value of its maximum storage capacity.</p> <p>b) Data back-up and recovery facility should be independent from the process of collecting image data.</p>
37	Cargo viewing	<p>a) System should be provided with suitable software,</p>



		<p>which would enable the image interpreter to interpret the content of the goods stuffed in the container.</p> <p>b) The software should be able to discriminate images of various goods/commodities, which would enable interpreters to make fair assessment of the goods contained in the containers.</p> <p>c) The software should be able to alert the operator, in case of some contraband or any targeted commodity is encountered during scanning.</p> <p>d) Scanner system should be equipped with standard library of images and should have provision to add scanned images obtained during the operation of the system.</p> <p>e) The software should have function to combine a suspicious marked image, inspector's comments and cargo information data from the database of the purchaser. These data files to be saved in server, which can be searched and retrieved.</p>
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(Note: The tenderer/bidder shall submit point-wise response to the system requirements and provide necessary information/data in his bid).

Technical Requirements

4.2 FBTS System and its associated systems & equipment should have the following technical features.

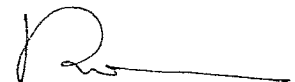
Technical requirements		
1	Object to be scanned	Mounted on a truck/trailer and of max. size: Width - 2.90 m; Height - 4.50 m; Length - 16.00 to 17.00 m. The scan shall cover the object from a height of 0.3 meters (or better) above the ground enabling scanning of smaller vehicles also.
2	Mode of operation	Should support an inspection mode wherein the conveyance being scanned is not moving. Typically the conveyance being inspected would be arranged in a line and driver and other personnel remain outside of the exclusion zone during scanning.
3	System	<p>a) Scanner & its associated systems should be of proven design having worked in actual field conditions for more than two years.</p> <p>b) Should be able to operate 24 hours a day and 7 days a week, except during maintenance time. Minimum availability of the scanner system should be 95% of time in a year.</p>
4	System design & manufacturing	(a) Should be gantry-base in portal mode of

		<p>construction.</p> <p>(b) System/sub-systems & equipment used in the manufacture of the X-ray scanner should as per the international standards.</p>
5	Rated life	Scanner & its associated systems should have a rated life of at least 10 years.
6	Re-locateability	<p>(a) Should be a relocate system and hence shall be in modular design/ construction.</p> <p>(b) Should be possible to disassemble and transport the relocateable scanner to different locations and reassemble it there with all its pertinent systems, components and accessories within a reasonable time period.</p> <p>(c) Tenderer should indicate the time that would be required to dismantle the system, weight of the heaviest component for transporting away from the site and time required to reassemble the system.</p>
7	Reference documents	<p>(a) Atomic Energy Regulatory Board (AERB) of India codes/ standards concerning protection against radiation</p> <p>(b) ANSI 42.46 – 2008 American National Standard for determination of imaging performance of X-ray & γ-ray systems for cargo & vehicle security scanning</p> <p>(c) IEC generic standards for EMI-EMC (CE, RE,ESD)</p> <p>(d) Standards of American Society of Testing & Materials.</p> <p>(e) Central Public Works Department (of India) Specifications</p> <p>(f) Indian Electricity Rules & Indian Electricity Acts</p> <p>(g) Specifications of Bureau of Indian Standards</p>
8	Environment	<p>a) Operating temperature</p> <p>i) For ICP, Attari, Petrapole and Raxual Operating temperature (0° to +50°C)</p> <p>(ii) For LoC, Uri, Salamabad and Poonch – Chakan-dabagh Operating temperature (-10° to +50°C)</p> <p>b) Humidity (0 to 100%);</p> <p>c) Polluting environment and driving rain (50-100 mm per hour) with wind speed up to 100 kmph.</p>
9	Corrosion protection & tropicalisation	a) Scanner system should be designed and manufactured to prevent corrosion by weather, airborne pollution, geographic operating

		environment, galvanic reaction. b) Components of the system should be fully tropicalised and suitable for trouble free operation in the environment specified above.
10	Exclusion zone	Should be able to fit into the available area indicated in plot plans for different sites (Appendix-4) including the exclusion zone, operator's cabin, maintenance areas, etc.
11	Boundary management	As a part of boundary management, complete area under FBTS System & the Facility should be provided with barrier, fencing, gates, CCTV, warning signs, lighting, etc.
12	Radiation shielding	The scanner system should be self-shielded or with suitably designed shielding for protection from radiation by the scanner (including scattered & sky-shine) so that the radiation at the boundary of exclusion zone does not exceed 1 μ Sv/hr. (instantaneous) as prescribed by AERB. Note: May please follow guidelines against 4.1(24) of this AT.
13	Electricals & communication	a) This covers supply, installation, testing and commissioning for electrical & communication systems for the operation of the FBTS System & the Facility. b) All the electrical works shall be carried out as per the provisions and requirements of Indian Electricity Rules, Indian Electricity Acts, National Building Electrification Code, Bureau of Indian Standards (BIS) or equivalent standards.
14	Power supply	Scanner and its associated systems & equipment, should be able to operate from a power supply source at 415 volts, 3 phase, 50 Hz normally available in India.
15	Own power source	a) A standby diesel generator with adequate power to cater to the scanner & its operation, lighting, air-conditioning, ventilation and other electrical loads. b) DG set should have built-in provisions for automatic changeover when commercial power fails or resumes. c) It shall comply with Indian Standards & environmental norms and shall have protection against surges in commercial supply power.
16	UPS	Should have an UPS to enable continuation of scanning operation for 30 minutes after failure of power.
17	Climate control	Operators' and image interpreters' cabins must have an



		automatic and reliable climate control system to maintain the temperature in between 18 to 26 °C, when out-door temperature is between 0 to 50 °C (for Attari, Petraple and Raxual) and -10 to 50 °C (for Uri-Salamabad and Poonch-Chakkan-da-bagh) and this should not affect the functioning of other systems in terms of electric load.
18	Operational requirements	<p>a) Operation of FBTS System will need establishment of Scanner operation station, Image inspection work stations and Check-in/check-out stations. The scanner system should transmit the scanned images by turn or to whichever inspection work station is free.</p> <p>b) Ergonomics of the above stations should be to avoid fatigue, strain on vision and to ensure ease of performance by the operator/inspectors.</p> <p>c) System should have capability to operate on 24 hours a day and sufficient lighting & other arrangements have to be provided for such operation.</p>
19	Test instruments (per site of installation)	One set of test rigs / jigs and instruments for evaluating the performance of the Scanner & its associated systems should be provided. These should have their calibration certificates to be conforming to national/international standards.
20	Software & software upgrade	<p>a) Should be provided with copies of as-built software in executable code that are installed in the system at all levels.</p> <p>b) Should be able to customize some portion of software to meet specific operational requirements, if any, of the Purchaser.</p> <p>c) Should have guaranteed supply of software upgrades, along with required hardware, for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).</p> <p>d) Any software upgrades developed by the Supplier during the G/W and the post G/W period should also be made available promptly, installed and operators trained with software upgrades.</p>
21	Site works within Scanner Facility	a) Total area within exclusion zone should be laid with adequately designed RCC pavement. Schematic layout of the Facility is given in Appendix -5.



		<p>b) Scanner system should be installed under a shed with structural column, brick wall & roof so as to provide protection to the scanner & its associated systems from geographic environment prevailing at the site of installation.</p> <p>c) Area within boundary of the Scanner Facility will have buildings (RCC frame construction) to house operations & maintenance staff. Buildings should have requisite sanitation facility and a tea pantry.</p> <p>d) Facility should be fully furnished including electrical, communication, air-conditioning/ ventilation, security, surveillance, furniture & fixtures, etc., to meet the operation and maintenance requirements of the Scanner System.</p> <p>e) Access roads upto the site of Scanner Facility, from nearest approach road should be provided to facilitate entry and exit of the trucks-trailers. Boundary wall, fencing, gates, etc. should also be constructed.</p> <p>f) Exclusion zone should be fenced from all sides and two gates for entry and exit of the trucks should be provided. In addition, Scanner Facility should be provided with boundary wall with entry & exit gates.</p> <p>g) Structure/building should be designed for site specific strata and should meet the requirements of seismic design criteria as per the seismic zone in which each site falls.</p> <p><i>(Designs, drawings, documents, etc. shall have the approval of the Purchaser prior to commencement of supply & facility construction).</i></p>
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(Note: The tenderer/bidder shall submit point-wise response to the technical requirements and provide necessary information/data in his bid).

Quality Control Requirements

4.3 All materials, components, equipment and system covered under this specification/Tender shall be designed, procured, manufactured, erected, commissioned and tested at all the stages, as per a comprehensive Quality Assurance Program, inspections and tests at works including shop inspection, performance tests and test at site for all equipment and systems shall be as per respective codes and standards and also as required by the specification. Parametric inspection and tests will be carried out as included in Appendix-1.

4.4 In order to ensure the quality of the FBTS System and site preparation works, the following inspection & tests shall be conducted. The Scanners will be accepted only after their successful completion and acceptance.



- a) Factory Acceptance Tests (FAT)
- b) Site Acceptance Tests (SAT)
- c) Facility Inspection & Acceptance (exclusive of FBTS System)
- d) Tests and Trials

Factory Acceptance Tests (FAT)

4.5 The Supplier shall provide within two months of the notification of award, a FAT document detailing the manner in which the FAT will be conducted and how each of the parameters will be checked. The Supplier shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the FAT at his own cost.

Note: The FAT will be carried out on all FBTS Systems. FAT will be conducted on the dates to be given by the Supplier for individual FBTS System. The Supplier shall inform the Purchaser the dates at least one month prior to the FAT.

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



		<p>complies with industrial standards for these classes of Systems.</p> <p>b) All materials supplied or used in the manufacturing shall be accompanied by valid and approved materials certificates, tests and inspection reports.</p>
7	Conducting FAT	<p>a) FAT shall be conducted as per the agreed document as under 'content of FAT document' above.</p> <p>b) FAT shall include the system as a whole. However, if agreed by the Purchaser for any specific reason, the Supplier may undertake to offer a few major sub-systems for FAT, in such a way that it possible to control the system in total.</p>
8	Re-inspection/re-test	<p>If during FAT, the scanner or its sub-systems fail to conform to the required specifications and standards, the Purchaser's inspector may reject them and the Supplier shall either replace the rejected goods or make alterations necessary to meet the specifications and standards, as required, free of cost to the Purchaser. The Supplier shall resubmit such goods to the Purchaser's inspector for conducting the inspections and tests again.</p>
9	Supplier's responsibility	<p>Purchasers' contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Purchaser's inspector during pre-despatch inspection i.e. FAT mentioned above.</p>
10	Dispatch of scanner	<p>Supplier shall despatch the FBTS System or its sub-system (in case partial FAT has been agreed upon), OCR & UVSS only after FAT has been carried out and these are accepted by the representative(s) of the Purchaser.</p>

Note (i) : The tenderer/bidder shall submit point-wise confirmation/response to FAT requirements in his bid.

Note (ii): The bidder may submit additional test protocols applicable to their own make of FBTS System, if the bidder desires to. However, the purchaser reserves the right to adopt standard FAT test protocols applicable for the FBTS System as laid down in the above table of GTE.

Site Acceptance Tests (SAT)

4.6 The Supplier shall submit within six months of the notification of award, SAT document detailing the manner in which the SAT will be conducted and how each of

the parameters will be checked. After installing and commissioning the FBTSS, OCR, UVSS, the Supplier shall intimate to the Purchaser the dates for SAT at least one month in advance. The Supplier shall provide the equipment, instruments, test jigs, etc., and make all necessary arrangements for conducting the SAT at his own cost. However, the cost of travel, board and lodging of the representatives of the Purchaser will be borne by the Purchaser. The Supplier, in co-ordination with the Purchaser shall carry out SAT to verify that the equipment fulfils the specifications according to the Contract Document and the Tender Specifications.

Site Acceptance Tests		
1	Submission of SAT document	Shall be made available to the Purchaser for review within six months of the notification of award.
2	Contents of SAT document	Plan for installation, inspection and tests to be carried out, including the procedures for conducting the same. It should describe how each parameter will be checked for conformity with the specified requirements.
3	Pre-requisite for SAT	All sites works and services should have been completed as per the requirements of specifications & standards and should have been inspected and accepted for installation of the FBTS, OCR & UVS Systems.
4	Intimation for SAT	Supplier shall intimate to the Purchaser at least one month in advance of the dates set for conducting SAT.
5	Equipment & jigs for SAT	Supplier shall provide all duly calibrated equipment, instruments & jigs, software & hardware modules, etc. and make all necessary arrangements for conducting the SAT. However, it will be the responsibility of the Purchaser to organise necessary test cargo viz. a set of densely loaded containers, lightly loaded containers, mixed cargo, etc.
6	Reference articles	Supplier in consultation with Purchaser shall provide at least ten (10) reference/test articles for inspection and record their images, which will be used during on-site trials.
7	Installation test	It shall secure that the installation has been properly and as per agreed plan. It shall also ensure availability of software, hardware and other modules. All shortfalls in the installation should be fixed before conducting the functionality test. Purchaser will have right to demand a new Installation test, if found



		unsatisfactory. The result of this test should be documented.
8	Functionality test	It shall be an integrated test to confirm that the system, as whole including OCR & under vehicle imaging, and safety interlocks, is working properly and according to specification after delivery and installation the site. Functionality test may, if desired by the Purchaser, include the same elements as in FAT, or other elements mutually agreed upon. Supplier shall conduct imaging with at least ten (10) test articles and actual cargo to be coordinated with and approved by the Purchaser. If the test is set aside, the Supplier will be permitted to repeat the test up to three times after modifications.
9	Purchaser interfaces test	This is to review the Purchaser interface for the system together with representatives (operators & image interpreters) of the Purchaser. It will require making checklists and evaluate every screen shot and dialog box. The test is to verify the user friendliness of control and imaging software. Observations should be logged and if required adjustments should be made and noted. This will also test the connectivity of the Supplier's system to the Purchaser's EDI system and transport of the images to the Purchaser's network for review and interpretation at off-site locations. The result of this test should be documented.
10	Documentation check test	Supplier will be responsible for planning and working out the test. The documentation check test should include test plans and test cases for the system documentation that is relevant for the daily use. This test shall confirm that the documentation contain information relevant for implementing the system. The result of this test should be documented.
Facility Inspection & Acceptance		
	Facility inspection & acceptance (Exclusive of Scanner)	The Facility acceptance shall be carried out after successful completion of all tests in respect of Scanner and shall include: <ul style="list-style-type: none"> - Physical inspection of the Facility for quality & completeness of all works. - Review of quality assurance & inspection reports generated during construction.



		<ul style="list-style-type: none"> - Functioning of PH systems, electrical fittings & fixtures, air-conditioning & ventilation equipment, communication network, surveillance system, furniture & furnishings, etc. - Demonstration of automatic switch-over to DG power from commercial power and vice-versa. Integration of DG & UPS operations, and its capabilities, etc. - Review of all 'As-built' drawings/Documents.
Test & Trials		
	Test & trials	<ul style="list-style-type: none"> - After successful completion of all tests and inspections, FBTS System shall be at the Purchaser's disposal for a trial period of one month (30 days). - During this period the Purchaser will operate the system. If the FBTS System, as whole, works in accordance with the agreed specifications and without faults or malfunctions during this trial period of one month, it will be commissioned. - If any fault or malfunctions are to be noted the same shall be rectified and a further trial period of one month (30 days) shall be added to permit an additional attempt to meet contract specifications. - For this extension of one month, the G/W period would be extended by two months. - Only one extension of one month shall be granted. If the functioning of the system is not faultless in this extended period, no further extension shall be granted and the contract shall be liable for cancellation. The decision of the Purchaser in this regard shall be final and binding on the tenderer. - Purchaser shall in no case be responsible for any loss of damage that may occur to the rejected stores while these are in its premises.

(Note: The tenderer/bidder shall submit point-wise confirmation/response to SAT and other inspection & test requirements in his bid).

Final Acceptance/ Completion of Work

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

(a) FBTS System will be handed over to the Purchaser by the Supplier after commissioning with all the specified certificates, free of recommendations and remarks, at the location of installation.



(b) The user Organisation will take delivery of the FBTS System and sign the Delivery & Acceptance Certificate.

(c) Acceptance of the FBTS System by the Purchaser shall be subject to receipt by the Purchaser of the following documents (soft & hard copies) and items from the Supplier:

- i) Record of inspection, tests & trials of the FBTS System including test reports, review documents submitted/ accepted during FAT and SAT;
- ii) Record of inventory of the equipment of the FBTS System. This includes, besides the delivery of the FBTS System and its associated systems required for operation, all the accessories and tools, fixtures, test equipment, etc. required for maintenance or calibration purposes. The inventory shall also include all computer based systems such as servers, workstations, printers, terminals, communication systems & components, operating and application software and other hardware & software mentioned in FAT and SAT;
- iii) Scanning system manuals, operation & maintenance manuals and operating manuals for other equipment, drawings and plans pertaining to the FBTS System as stipulated in the specifications;
- iv) Copy all applications / correspondence made with AERB or any other statutory authority and their approvals / correspondences including stipulations for operations within the site of installation and in public. As per the policy of AERB the operator/user should obtain all the clearances from AERB; the supplier shall provide all the logistic/any other support
- v) Declaration of G/W of the Supplier that the FBTS System is/ are delivered to the Purchaser free and clear of any liens, charges, claims, mortgages, or other encumbrances upon the Purchaser's title thereto, and in particular, that the Systems is/ are absolutely free of all burdens in the nature of imposts, taxes or charges imposed by the prefecture or country of the port of delivery, as well as of all liabilities of the Supplier to its sub-contractor, employees and of all liabilities including those of third parties arising from the operation of Systems, in trials, or otherwise, prior to delivery. The Supplier further covenants to save the Purchaser harmless from any and all claims, suits, actions or other legal proceedings that might arise from any one or all of the aforementioned causes that might be brought against the Purchaser.

Periodic Quality Assurance Checks/tests & Surveillance

- 4.8 Once the Scanner System is put under regular operation, it shall undergo periodic quality assurance checks/tests to ensure that the system/ sub-systems, safety features & interlocks, surveillance instruments, etc., are working as per the requisite specifications and design intent. Regular surveys of radiation field/ dose rates shall have to be made to ascertain that these are not exceeding the limits prescribed by AERB. As per the policy of AERB, it is the operator's responsibility to carry out regular radiation survey through the appointed Radiological Safety Officer (appointed by the user with approval from AERB).
- 4.9 The periodicity of such checks/ tests/ surveillance will be decided based on the system/sub-system/ instrument involved or as prescribed by the Regulator.



(Tenderer, if so desire, may propose the item-wise periodicity of quality assurance checks/tests and surveillance in his bid).



(Rajender Kumar)

Dy. Director General (Proc)

☎ / ☎ 011 2338 6764,

Email id: dir-procur-mha@nic.in

FOR AND ON BEHALF OF THE PRESIDENT OF INDIA.

APPENDIX - E

Bank Guarantee Form for Advance Payment

(On Non-Judicial Stamp Paper of an Appropriate Value)

The President of India
Acting through Dy. Director General (Procurement), Procurement Wing,
Ministry of Home Affairs,
Jaisalmer House, 26, Mansingh Road,
New Delhi - 110 011.

Dear Sir/Madam,

We _____ (name & address of bank) hereby refer to the contract dated _____ (hereinafter referred to as '**Contract**') between the Dy. Director General (Procurement), Procurement Wing, Ministry of Home Affairs, Government of India, Jaisalmer House, 26, Mansingh Road, New Delhi - 110 011, (hereinafter referred to as "**the Purchaser**") in terms of the global tender No. _____ and M/s _____ (hereinafter referred to as "**the Contractor**") providing in substance for the supply, installation, commissioning and maintenance of one Full Body Truck Scanner System (hereinafter referred to as FBTSS). Under the terms of the said contract, the Contractor is required to execute a bank guarantee for an amount not less than the advance amount extended to him and the Contractor has opted to avail same.

In view of the foregoing and pursuant to the terms of the said Contract, which is referred to and made a part thereof as full and to the same extent as if copied at length herein, we hereby absolutely and unconditionally guarantee to the Purchaser, performance of all the terms and conditions of the Contract to the extent of **Rs. _____ (Rupees _____ only)**.

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

The Purchaser 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. We agree to pay to the Purchaser on demand and without any demur the sum of **Rs. _____ (Rupees _____ only)** or any part thereof, upon presentation of a written statement by the Purchaser that the amount of said demand is due from the Contractor to the Purchaser by virtue of breach of performance by the Contractor under the terms of the aforesaid Contract. 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 Purchaser whose decision shall be conclusive and binding on us as guarantor. It is mutually agreed that the Purchaser 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 Contract or to extend the time for performance by the Contractor, from time to time any of the powers exercisable by the Purchaser against the Contractor and either to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any variation or any extension being granted to the Contractor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser 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.

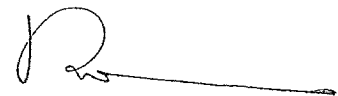
This guarantee is confirmed and irrevocable and shall remain in effect until _____ and such extended periods, which may be mutually agreed to. We hereby expressly waive notice of any said extension of the time for performance and alteration or change in any of the terms and conditions of the said CAMC.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

It is understood that at least 30 days prior to the expiry of the terms of this guarantee, the Contractor shall either get this guarantee renewed for one year or furnish another bank guarantee acceptable to the Purchaser. In case of failure of the Contractor to do either of the same, the Purchaser can invoke this guarantee and demand the full amount without any other breach or default by the Contractor.

Very truly yours,

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

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APPENDIX - F

Bank Guarantee Form For Performance Security/ Balance 10% Payment

The President of India
Acting through Dy. Director General (Procurement), Procurement Wing,
Ministry of Home Affairs,
Jaisalmer House, 26, Mansingh Road,
New Delhi – 110 011.

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 an irrevocable bank guarantee by a scheduled nationalized 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 including covering G/W period of 5 years plus 60 days beyond G/W period of FBTS system;

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 up to and including the day of, 20.....

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

.....
Name and designation of the officer

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



APPENDIX - G

Bank Guarantee Proforma for Advance Payment of CAMC Charges

(on Non-Judicial Stamp Paper of an Appropriate Value)

The President of India,
Acting through Dy. Director General (Procurement), Procurement Wing,
Ministry of Home Affairs,
Jaisalmer House, 26, Mansingh Road,
New Delhi – 110 011.

Dear Sir/Madam,

We _____ (name & address of bank) hereby refer to the Comprehensive Annual Maintenance Contract (hereinafter referred to as **CAMC**) dated _____ between the Dy. Director General (Procurement), Procurement Wing, Ministry of Home Affairs, Government of India, Jaisalmer House, 26, Mansingh Road, New Delhi – 110 011, (hereinafter referred to as "**the Organisation**") in terms of the tender No. _____ and _____ (hereinafter referred to as "**the Contractor**") providing in substance for the comprehensive annual maintenance of _____ X-Ray based Full Body Truck Scanner Machines bearing serial Nos. _____ (hereinafter called FBTS) – 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 Organisation, 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 Organisation 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 Organisation on demand and without any demur the sum of Rs. _____ or any part thereof, immediately upon presentation of a written statement by the Organisation that the amount of said demand is due from the Contractor to the Organisation 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 Organisation whose decision shall be conclusive and binding on us as guarantor.

It is mutually agreed that the Organisation 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 Organisation 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 Organisation any indulgence by the Organisation to the Contractor or by any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving our obligation.

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

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

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

Very truly yours,

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

----- x -----



APPENDIX - H

MODEL CERTIFICATE OF INSTALLATION / COMMISSIONING

F.No. _____ Dated _____

1. Reference Contract No. _____ date _____

2. It is certified that

- a. M/s _____ have completed installation and commissioning of FBTS System on _____ [date(s)] and Site Acceptance Test (SAT) and other inspection & tests, as stipulated in the contract on, _____ [date(s)] to the satisfaction of the Purchaser and user Organisation at the designated site _____ (name of the site).
- b. Records of SAT and other inspection & tests are annexed to this Certificate.
- c. Sample test jigs, Software in CD media, Instruction Manual & Technical Manual, Soft & hard copies of Documentation, etc. have been taken over (all documents required to be delivered at the time of SAT) and the same are listed in the Annexure enclosed.

For ContractorFor Purchaser

Witness:

Witness:

Signature

Signature

Name

Name

Designation

Designation

Address

Address

Date

Date

----- X -----



APPENDIX - I

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 FBTS System 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 FBTS System worked satisfactorily during the trial period of 30 days starting w.e.f. _____ (date) to _____ (date).

For ContractorFor Purchaser

Witness:

Witness:

Signature
Name
Designation
Address
Date

Signature
Name
Designation
Address
Date

----- X -----



APPENDIX - J

CLAIM OF PAYMENT BY THE SUPPLIER
(To be typed and printed on the Supplier's official letterhead)

Date.....

Dy. Director General (Procurement), Procurement Wing,
Ministry of Home Affairs,
Jaisalmer House, 26, Mansingh Road,
New Delhi - 110 011

Dear Sir/ Madam,

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

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

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

Yours sincerely,

(.....)

----- X -----



APPENDIX - K

ACKNOWLEDGEMENT

(This slip be completed signed and returned to the.....(Name of Purchasing Authority) immediately on its receipt)

For supply of :-(Name of Store)

Ref : Tender No.

We, M/s(Name of Firm), hereby acknowledge the receipt of Acceptance of Tender No.dated..... for procurement of along with accessories, spares and gauges and accept all the terms and conditions of A.T.

Dated _____

SIGNATURE OF CONTRACTOR

Station : _____

Date of receipt _____

