

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

**E-TENDER ENQUIRY DOCUMENT FOR  
CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE OF  
86 X-RAY BAGGAGE INSPECTION SYSTEMS FOR A PERIOD OF 05 YEARS**

Tender No.29(AS) /2018

Dated : 16 Mar 2018

Period during which the tender enquiry document will be available on official website <a href="http://www.cbec.gov.in">www.cbec.gov.in</a> and <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>	From 16.03.2018 to 06.04.2018
Closing date for clarification	1500 hrs on 26.03.2018
Closing date and time for receipt of tenders	06.04.2018 up to 1300 hrs
Place of receipt of tenders	Online Submission on <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
Address for Submission of Tender Fee & EMD	Directorate of Logistics, 4 <sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511.
Time and date of opening of tenders	1500 hrs on 09.04.2018
Place of opening of tenders	Online opening on <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> Directorate of Logistics, 4 <sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511

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4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110511.  
Phone: 24693529 Fax: 24697497

**TENDER NOTICE No. 29(AS)/2018**

**Tender for Centralised Comprehensive Annual Maintenance  
of 86 X-ray Baggage Inspection Systems**

For and on behalf of President of India, Commissioner, Directorate of Logistics, Customs & Central Excise, 4<sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi-110511 invites e-tenders valid up to 180 days from the date of opening of tender, in two parts, namely, (1) Technical Bid and (2) Price Bid from Tenderers, who meet the qualification as per instructions / criteria laid down in Section I & II for Centralised Comprehensive Annual Maintenance of 86 Nos. of X-ray Baggage Inspection Systems (XBIS), procured from M/s ECIL Rapiscan Ltd. during 2009-2013, for a period of 05 years, beginning 01.06.2018, under Two bid system from the Original Manufacturer of these XBIS or manufacturers of similar XBIS or other firms having experience & expertise in the field of maintenance of XBIS as specified in Section III.

2. The tender enquiry documents will be available on official website ([www.cbec.gov.in](http://www.cbec.gov.in), [www.dolcbec.gov.in](http://www.dolcbec.gov.in) and <http://eprocure.gov.in> from 16.03.2018 to 06.04.2018. Last date for receiving clarification on tender is 26.03.2018 up to 1500 hrs.

3. The tenders can be submitted online only at <http://eprocure.gov.in> upto 1300 hours on 06.04.2018.

4. The tenders will be opened online at <http://eprocure.gov.in> at 1500 hours on 09.04.2018.

5. Interested Tenderers may download the tender enquiry documents (TED) and submit their tenders online at Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>.

6. Earnest Money Deposit (EMD) of Rs.20,00,000 (Rupees twenty lakhs only) valid for a period upto 45 days beyond the validity period of the tender in the form of Bank Guarantee from a Scheduled Commercial bank and a non-refundable Tender fee of Rs. 5,000/- (Rupees five thousand only) in the form of account payee demand draft / bankers cheque, drawn on a Scheduled Commercial bank in India, in favour of "Pay and Accounts Officer, O/o the Principal Chief Controller of Accounts, Central Board of Excise & Customs" payable at New Delhi, must reach at the address given below by 1300 hours on 06.04.2018. Tenderers, however, have to attach scanned copies of EMD along with the Technical bid of their e-tender.

Deputy Commissioner  
Directorate of Logistics,  
Customs and Central Excises  
4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi - 110 511.

7. In the event of any of the above mentioned dates being subsequently declared as a holiday / closed day for the purchase organisation, the tenders will be opened on the next working day at the appointed time.
8. The following tenders will be treated as non-responsive and rejected, at the initial stage itself.
  - a) Tenders received without Tender fee
  - b) Tenders received without EMD

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

## SECTION-I

Government of India  
Department of Revenue  
Central Board of Excise and Customs  
**Directorate of Logistics**  
4<sup>th</sup> Floor, 'A' Wing, Lok Nayak Bhawan,  
Khan Market, New Delhi 110 511.

### Instructions to Bidders and conditions of contract

1. The President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4<sup>th</sup> Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110 511 (hereinafter referred to as the Directorate) invites e-tenders under two bid system in the prescribed form for repair and maintenance (on comprehensive basis) of 86 Nos. of X-ray Baggage Inspection Systems (hereinafter referred to as XBIS) listed in Appendix-IV to Form - 3 for a period of five years as per terms & conditions in Section-II. Only those firms, which have the expertise and experience in the field of maintenance of XBISs, are eligible to submit tenders.
2. The tender shall remain valid for acceptance for a period of 180 days (One hundred eighty days) from the date of tender opening prescribed in the tender document. If any tenderer withdraws their tender before this period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, the Commissioner, Directorate of Logistics, without prejudice to any other right or remedy, shall be at liberty to reject the tender and forfeit the EMD.
3. The successful tenderer would be required to enter into a Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as CCAMC) for a period of five years with effect from 01 June 2018 to 31 May 2023 (hereinafter referred to as the Maintenance Period) as per format in Form - 3.
4. The tenderers should go through the terms & conditions contained in the Section-II and draft CCAMC (Form -3) which shall deemed to be part of this notice and shall sign each page of the CCAMC in token of acceptance.

#### 5. **Definitions:**

The following definitions used in these documents shall have the meaning as indicated below:

- (i) "Directorate" means the President of India acting through Commissioner, Directorate of Logistics, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4<sup>th</sup> Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511 and includes his successors in office, nominees, authorized representatives.
- (ii) "Tender" means quotation / bid received from a tenderer.

(iii) "Contract" means the written agreement entered into between the Directorate and the AMC contractor together with all the documents mentioned therein and including all attachments, Forms etc. therein.

(iv) "Contractor" or "AMC Contractor" means the company or the firm providing AMC services.

(iv) "User Commissionerate" means those Offices of the Department under whose jurisdiction the X-ray Baggage inspection Systems are to be maintained as detailed in Appendix IV to Form 3.

(v) "Integrity Pact" means the pre-contract agreement as per the format in Form-7 which should be signed between the Directorate and the tenderer as required for tenders of Government of India.

(vi) "Performance Security / Security Deposit" means monetary guarantee to be furnished by the successful tenderer for due performance of the terms of contract.

## **6. Integrity Pact**

Prospective Tenderers have to sign a pre-bid, Pre-Contract Agreement called the Integrity Pact as per the format given in Form - 7 with the Directorate before submitting their tenders and in any case, at least two days prior to the last date for submission of tenders. For this purpose, they should send a letter or fax well in advance seeking a convenient date and time.

## **7. Earnest Money Deposit**

7.1 Bid must be accompanied by an Earnest Money Deposit (EMD) for Rs. 20,00,000/- (Rupees twenty lakhs only) in the form of Bank Guarantee from any scheduled commercial bank in India, format given in Form-5, in favour of the "PAO, O/o the Pr. C.C.A., C.B.E.C., New Delhi". The earnest money shall be valid for a period of 45 days beyond the validity period of the tender. The tender without the requisite EMD shall be rejected. No interest shall be paid on the EMD.

7.2 EMD is required to be submitted at Directorate of Logistics, New Delhi by 06.04.2018 at **1300 hrs**. Scanned copy of EMD is required to be uploaded along with Technical bid.

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

7.4 Unsuccessful tenderer's earnest money will be returned, without any interest, to them not later than 45 days after the expiry of the tender validity period. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security (as per clause 16 of Section I), from that tenderer.

7.5 Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

8. The price shall be quoted in Indian rupees only.

9. The tender and all subsequent correspondence shall be in English.

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

## **11. Amendments to Tender Enquiry Documents**

11.1 Directorate may, at any time prior to the deadline for submission of tenders, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the Tender Documents by issuance of Addenda or Corrigenda. They can be downloaded from the website [www.cbec.gov.in](http://www.cbec.gov.in) or <https://eprocure.gov.in> or [www.dolcbec.gov.in](http://www.dolcbec.gov.in).

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

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

## **12. Documents Comprising the Tender**

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

### **12.1.1 Technical Bid:**

The technical bid i.e. first cover, shall, *inter alia*, contain the following:

- a) Scanned copy of Tender Fee & Earnest Money furnished in accordance with clause 7.1 or, documentary evidence as per clause 7.3 of Section-I for claiming exemption from payment of earnest money.
- b) Tender Form as per Form -1.
- c) Draft CCAMC prescribed in Form - 3.
- d) Power of Attorney of firm / resolution of Board of Directors of company for person authorized to submit Tender bid under his Digital Signature;
- e) Copies of documents defining constitution and legal status of the tenderer;
- f) Certified published annual reports for the last three years showing the turnover and financial results of the Tenderer;
- g) Documentary proof to show that the tenderer is in the business of maintaining and repairing similar XBIS, at least for the last three years
- h) Documentary proof to show that the tenderer has maintained at least 43 XBIS per year under warranty/ AMC in India during the past 3 years.

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

12.1.3 On acceptance of the tender, the name, address and phone no. of the accredited representative(s) of the Tenderer who would be responsible for taking instructions from the Assistant Commissioner shall be communicated to this office within 10 days of the acceptance of tender.

12.1.4 Alterations in the tender, if any, made by a firm should be initialled legibly by the officers opening the tender to make it perfectly clear that such alterations were in existence on the tender at the time of opening.

12.1.5 Canvassing or influencing directly or indirectly in connection with tender is strictly prohibited and the tender, submitted by the bidder who resort to canvassing / influencing, will be liable to rejection.

## 12.2 Price Bid:

12.2.1 In the Price bid, the tenderer shall quote charges for each machine, for 05 CCAMC years separately as well as total charges for maintenance of XBIS. All components including X-Ray Generator, Drum motor, Detectors, PCBs, Computer hardware & software, and spare parts such as Conveyor belt, Rubberised lead flap, Indicators, Emergency stops, etc. shall be repaired/ replaced by the Contractor free of cost.

12.2.2 The charges quoted above shall be exclusive of GST or any tax, if applicable, which shall be reimbursed as per actuals on production of proof of payments.

12.2.3 All amounts should be rounded off and quoted only in Indian Rupees. Special care should be taken to write the amounts. They should be written both in figures as well as in words, in such a way that there is no ambiguity. In case of ambiguity in the amounts quoted in figures & words, the amounts quoted in words shall be taken as amounts quoted for the bid.

12.2.4 No deviation from above pattern would be allowed. However, if there are any compelling reasons for any deviation the same may be specifically spelt out.

## 13. Opening of Tender

13.1 The Directorate will open the Technical bids at **1500 hours on 09.04.2018**. In case, the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Directorate, the tenders will be opened at the appointed time and place on the next working day.

13.2 Physical presence of the bidder at the time of opening of the tender will not be essential in the e-tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all bidders on the CPP Portal.

13.3 The first cover, i.e., Technical bids will be opened first. These bids will be scrutinized and evaluated with reference to parameters prescribed in the tender document.



13.4 The second cover, i.e. price bids of only technically acceptable offers shall be opened and evaluated. The price bids of all the Tenderers, whose technical proposals have been found acceptable, will be opened online. Presence of bidders is not required at the time of opening of the Price Bids.

#### **14. Selection and Evaluation**

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

14.2 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If, as per the judgement of the Directorate, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the Directorate, the tender is liable to be ignored.

14.3 Evaluation of the Technical Bids shall be carried out by Committee, nominated by competent authority, to assess the following:

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

14.4 The Price bids of only such tenderers who qualify on technical criteria will be opened by an officer, nominated by the competent authority and will be evaluated by the Committee.

#### **15. Award of Contract**

15.1 The contract would be awarded to the eligible tenderer whose price bid is found to be the lowest. Before expiry of the tender validity period, the Directorate will notify the successful tenderer(s) online as well as in writing, by registered letter/ speed post/fax.

15.2 The name and address of the successful tenderer(s) receiving the contract(s) will be displayed on the website of the Directorate, [www.cbec.gov.in](http://www.cbec.gov.in) or <https://eprocure.gov.in> ; [www.dolcbec.gov.in](http://www.dolcbec.gov.in).

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

15.4 Preferably within twenty one days from the date of award, a contract / agreement will be signed between Contractor and Directorate in the office of the Directorate at mutually convenient time and date.

#### **16. Performance Security**

16.1 The successful tenderer would be required to furnish a Performance Security in the form of Bank guarantee by a Nationalised scheduled commercial bank for a sum equivalent to 10% of the

total cost of the contract for five years as per Form -4, within twenty one days from the date of the award.

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

**17. Directorate's Right to accept any Tender and to reject any or All Tenders**

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

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

18. In case any Tenderer participating in this tender submits false information, the tender submitted by such Tenderer shall be rejected and EMD submitted by the tenderer will be forfeited.

19. In the event of the tender being submitted by a partnership firm, it should be signed separately by each partner thereof, or in the event of the absence of any partner, by a person holding a power of attorney authorizing him to do so. Such power of attorney is to be produced with the tender and it must establish that the firm is duly registered. Tender submitted by a Company should be signed by a person duly authorised under the Company Law. Each and every signature shall be witnessed separately.

20. The Tenderer should sign each page of the tender document. A person signing the tender or any other documents in respect of the contract on behalf of the tenderer without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any point of time that the person signing so had no authority to do so, the Directorate may, without prejudice to any other right or remedy, cancel the contract and get this work done at the risk and cost of such person and hold such person liable to the Directorate for all costs and damages arising from the cancellation of the contract including any loss which the Directorate may sustain on account of such arrangement.

21. Silence or use of the word "Noted" against any of the terms & condition in the Tender Document shall mean tenderer agrees to comply with that / those conditions of contained in the Tender Document.

22. The acceptance and rejection of a tender will rest entirely with the Directorate who does not bind itself to accept the lowest tender and reserves the right to withdraw the offer / split the order, modify and / or cancel the tender without assigning any reasons whatsoever. All the tenders in which any of the prescribed conditions are not fulfilled or are incomplete in any respect are liable to be rejected.

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## SECTION - II

### SPECIFICATIONS, TERMS & CONDITIONS OF THE ANNUAL MAINTENANCE CONTRACT

#### 1. Description of Work

- a) The Contractor shall be responsible for Comprehensive Maintenance of all the 86 XBIS. All components including X-Ray Generator, Drum motor, Detectors, PCBs, Computer hardware & software, and spare parts such as Conveyor belt, Rubberised lead flap, Indicators, Emergency stops, etc. shall be repaired/replaced by the Contractor free of cost.
- b) Contractor shall assist the Directorate in dismantling/assembly/re-installation & commissioning and other incidental supervision/ functions for shifting of machines from one location to another etc., in case the need arises. The shifting may be within the same station or to a different station. No charges will be given to the Contractor for dismantling / assembling / re-installation & commissioning, etc. However, the charges for transportation, packing material and labour/ forklift shall be borne by the Directorate.
- c) Contractor shall conduct periodic radiation survey, report the findings and take corrective measures, as required.
- d) Contractor shall impart training to the officers of user Commissionerates in the operation and general upkeep of the machines.

#### 2. Eligibility criteria

The tenderer should satisfy the following conditions:

- (i) Tenderer should have a wide network in India to maintain the 86 XBIS covering all locations where these machines are installed.
- (ii) Tenderer shall have minimum three years of experience in satisfactory maintenance of the XBIS in the last 3 years.
- (iii) Tenderer should have maintained at least 43 XBIS per year during each of last three years either under Warranty or under AMC in India
- (iv) Annual turnover from servicing / maintenance of XBIS should be minimum Rs. 5 crore in the three (3) preceding years. It should be a going concern with positive networth. Certified and published annual reports of the preceding three financial years are to be submitted alongwith the Technical Bid.
- (v) They should have sufficient technical manpower to execute the work. List of contracts and the manpower available with the Tenderer shall be provided along with the Technical Bid.

#### 3. Period of work

Total CCAMC Charges shall be for a period of five years for 86 XBIS (**Appendix-V to Form -3, Section-III**), which shall be exclusive of GST or other tax, if any. Directorate shall have the right to take out any machine out of the purview of CCAMC at any point of time without

assigning any reason during the contract period. In such an event charges on pro-rata basis would only be paid for the period the machine was under CCAMC.

#### 4. **Time Schedule for attending to complaints and making the machine operational**

- a) The Contractor shall provide round the clock maintenance service on all days including Sundays and all other Holidays for all the XBISs. The Contractor shall depute the Service Engineer immediately on the registration of the complaint, notwithstanding the fact that the same has been registered at night or at any other time or on any Holiday.
- b) Maximum time limit for attending to the complaint(s) and making the machine operational at the place(s) would be as per Appendix IV to **Form -3** starting from the date of complaint. However, in the case of faults in Generator and Drum motor, an additional time limit of 48 hours will be allowed.

#### 5. **Preventive maintenance.**

- (i) The Contractor shall carry out preventive maintenance visits as per pro-forma given in **Appendix 'VII'**. The preventive maintenance visit shall be once in every month in respect of all the XBIS installed at International Airports. A gap of 3 to 4 weeks shall be maintained between the two preventive visits. For XBIS at all the other stations, preventive maintenance visits shall be once in a quarter. A gap of 10 to 14 weeks shall be maintained between the two visits.
- (ii) The Contractor's Engineer shall sign the entry in respect of each such preventive visit in the LOG BOOK of each XBIS.

#### 6. **Complaint Reporting Centers**

The Contractor shall notify the Complaint Reporting Centres to the Directorate for all the machines as per **Appendix-VI to Form - 3**. Phone / fax / mobile number of contact person posted there shall also be notified.

#### 7. **Defaults and Deductions**

- a) Maximum time limit for attending to the complaint(s) and making the machine operational would be as per **Appendix-IV to Form-3**, starting from the date of complaint. In case any machine remains non-operational continuously beyond the maximum time limit prescribed in the **Appendix-IV to Form-3**, a deduction @ 0.5% of CCAMC charges per day for seven days and thereafter @ 1% of CCAMC charges will be made from the maintenance charges for the period (No. of days) during which the machine remains non-operational and the same would be adjusted from the final and balance maintenance charges, at the time of making the balance and final payment.
- b) In case, the Contractor fails to undertake the preventive maintenance visits within the stipulated time as prescribed in Para 5 in a preventive maintenance cycle, a sum of 2.5% of CCAMC charges shall be deducted at the time of final payment.
- c) In case the contractor altogether fails to undertake the preventive maintenance during preventive maintenance cycle the deduction shall be a sum of 5 % of CCAMC charges where the preventive maintenance is to be carried out on monthly basis as per Para

5(i) above and a sum of 10 % of CCAMC charges where the preventive maintenance is to be carried out in every quarter as per Para 5(ii) above.

- d) Apart from above, Pro-rata deduction of the Maintenance charges shall also be made for the period (no. of days) during which any of the machines remains non-operational on any account and the same shall be deducted at the time of making the final and balance payment.

## **8. Terms of Payment**

50% AMC charges of each CCAMC year, will be paid as advance to the successful contractor, against a Bank guarantee of same amount, on receipt of the Invoice. The proforma for the bank guarantee is enclosed as Form -6 of Section III. The balance amount will be paid after the satisfactory completion of one year and on production of the Verification Reports of the User Commissionerates by the Contractor, duly signed by the Officers in-charge, in the proforma prescribed detailed in **Appendix-I to Form-3**, subject to the deductions under clause 7 above and other charges, if any. GST and other taxes as applicable will be paid extra on submission of proof of payment.

## **9. Customs Duty Exemption Certificate (CDEC)**

The Department will not issue any Customs Duty Exemption Certificate (CDEC) to the Supplier for the import of parts / components / spares etc., which may be required for the maintenance of the aforesaid XBIS.

## **10. Training**

Contractor will impart training to the staff as and when required by the user Commissionerate.

## **11. Settlement of Disputes**

- (i) In the event of any question, dispute or difference in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions), the same shall be referred to the sole arbitration by the arbitrator nominated by the Secretary, Department of Legal Affairs, Government of India. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
- (ii) 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, it shall be lawful for the Secretary, Department of Legal Affairs to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- (iii) No person other than the person appointed by the Secretary, Department of Legal Affairs, aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- (iv) The assessment and the award shall be in the discretion of the arbitrator.
- (v) The Indian law will be the governing law and the Arbitration and Reconciliation Act, 1996 and the rules made there under and any statutory modification thereof for the time being in force shall apply to the Arbitration proceedings under this clause.
- (vi) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine.

12. It is made clear that no sub-contracting is allowable. However in case the Contractor does not perform the service as stipulated in the contract, the Directorate or the user Commissionerate shall have the discretion to get the same done by any other agency / Company at the risk and cost of the Contractor.

**SECTION III**

**Form - 1**

**TENDER FORM**

(For Repair and maintenance of 86 XBIS)

Tenderer's Proposal Reference No. & Date:

Tenderer's Name & Address:

Person to be Contacted:

Designation:

Telephone No., Fax No., E-Mail:

**To**

**The President of India, acting through  
The Commissioner,  
Directorate of Logistics, 4<sup>th</sup> Floor, 'A' Wing,  
Lok Nayak Bhawan, Khan Market,  
New Delhi- 110 511**

Dear Sir,

I/We hereby offer to execute the work detailed in the Technical Bid annexed hereto or such portion, thereof, as you may specify in the acceptance of the Tender at the price given in the Commercial Bid and agree to hold this offer open till one hundred and eighty days of the opening of the technical bid. I/We shall be bound by a communication of acceptance of tender within the prescribed time, otherwise, the Earnest Money Deposit, submitted by me/us will become forfeited to the President of India. I/We hereby enclose documentary proof in the form of certificates on the technical experience and/or the capability in repair and maintenance of \_\_\_\_\_ and technical qualification / experience of the engineers / technicians.

I/We have understood the instructions to Tenderers and the terms and conditions mentioned in the Notice Inviting Tender and in draft Centralised Comprehensive Annual Maintenance Contract (CCAMC) in the prescribed proforma given at **Form-3** to the Notice Inviting Tender. I/We also have signed the proforma (**Form-3**) in token of acceptance thereof. I/We am/are fully aware of the nature of the work required to be carried out and my/our offer is to execute the work strictly in accordance with the requirements of the terms and conditions stipulated.

Should this tender be accepted, in whole or in part, I/We hereby agree:-

(i) To abide by and fulfil all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice inviting tender so far as applicable, and / or in default thereof forfeit the Earnest Money Deposit of Rs.20,00,000/- (Rupees twenty lakhs only). Earnest Money Deposit of Rs.20,00,000/- (Rupees twenty lakhs only) is hereby forwarded in the form of Bank Guarantee from a scheduled commercial bank, operating in India, in favour of P.A.O, O/o the Pr. C.C.A., C.B.E.C., New Delhi" valid for a period of 45 days beyond the tender validity period. If I/We fail to commence the work specified in the above Tender document,

- i I/We agree that the said Commissioner, Directorate of Logistics, Customs and Central Excise, or his successor in office shall without prejudice to any other right or remedy, be at liberty to appropriate the said earnest money absolutely on behalf of the President of India.
- ii To execute all the work referred to in the tender documents as per the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered.
- iii We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.
- iv We hereby declare that in case the contract is awarded to us, we shall submit the performance security in form of Bank Guarantee as per terms of tender document.
- v We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge & belief.
- (vi) We understand that you are not bound to accept the lowest or any bid, you may receive or to place part order or to reject any bid or to cancel the tender without assigning reasons whatsoever.

The following pages have been added to and form part of tender.

(I) Technical bid

.....  
 .....

(II) Commercial bid

.....  
 .....

**Tenderer**

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

**Qualification**

- 10. Is the tenderer an OEM of the XBIS for which AMC services are being offered? Yes/No



11. Is the tenderer a manufacturer of XBIS and AMC services are being offered for the tendered machines? Yes/No
12. Is the tenderer an authorised agency nominated by the OEM for the AMC services? (Yes/No) (If no, please provide details of arrangements made with the Indian Dealer/OEM for supply of Spare parts required to carry out AMC work - Full detail with documentary proof to be submitted)
13. Turnover of the tenderer during the past three years (in Rs.....Crores)

Turn over

2014-2015	.....
2015-2016	.....
2016-2017	.....

**Average**

*(Please enclose certified published annual reports. If the accounts are managed calendar year wise, please provide figures for 2014, 2015 and 2016.)*

14. How many XBIS have been maintained by the tenderer in the past three years in India or abroad? *(Please enclose documentary proof)*
15. The tender is valid upto .....

**Documents to be enclosed**

16. Have you paid Tender Fee? (Yes/No)
17. Have you submitted the EMD? (Yes/No)
18. Have you enclosed the following documents?(Yes/No)
  - a. Scanned copy of DD/ banker's cheque for Tender Fee & Bank Guarantee of EMD? (Yes/No)
  - b. Documentary evidence to show your eligibility, qualification and capability to provide the CCAMC services required as per this Tender Document to carry out CCAMC work. (Yes/No)
  - c. Power of Attorney of firm/ resolution of Board of Directors of company for person or persons authorized to sign the Tender; (Yes/No)
  - d. Copies of documents defining constitution and legal status of the tenderer; (Yes/No)
  - e. Documents indicating arrangements with the OEM/authorized Indian representative of the OEM for supply of spare parts for CCAMC work (Yes/No)
  - f. Last three years certified published annual reports showing the turnover and financial results of the company; (Yes/No)
  - g. Documents indicating the past experience for maintenance of the XBIS; (Yes/No)
  - h. Any other documents that you consider necessary to strengthen your bid. (Yes/No/None required)

.....  
(Signature with date)  
.....  
(Name and designation)

Duly authorised to sign tender for and on behalf of

PRICE BIDTender No.29(AS)/2018 dated 16.03.2018In Indian Rupees

S.N.	Model	Quantity	CCAMC charges*										G.Total	
			1 <sup>st</sup> year		2 <sup>nd</sup> year		3 <sup>rd</sup> year		4 <sup>th</sup> year		5 <sup>th</sup> year			
			Per unit	Total	Per unit	Total	Per unit	Total	Per unit	Total	Per unit	Total		
1	ECR 520	4												
2	ECR 526B	35												
3	ECR 527	23												
4	ECR 530	9												
5	ECR 530B	11												
6	ECR 532H	4												
	<b>G. Total</b>	<b>86</b>												

\* *Exclusive of GST/ other taxes applicable*

**DRAFT CENTRALISED COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT  
FOR MAINTENANCE OF 86 NOS. OF BAGGAGE X-RAY MACHINES**

The Centralised Comprehensive Annual Maintenance Contract (hereinafter referred to as 'CCAMC') made this \_\_\_\_ Day of \_\_\_\_\_ 20\_\_ between \_\_\_\_\_ (hereinafter referred to as the 'Contractor') on the one part and the President of India acting through the Commissioner (Logistics), Customs & Central Excise, 'A' Wing, 4<sup>th</sup> Floor, Lok Nayak Bhawan, Khan Market, New Delhi 110511, (hereinafter referred to as the 'Directorate' which shall include his successors in the office and assignees) on the other part.

The Contractor hereby agrees to maintain 86 Baggage X-ray Machines contained in **Appendix 'IV'** (hereinafter referred to as 'XBIS') at the places of their installation under the control of their jurisdictional Customs Commissionerates (hereinafter referred to as 'User Commissionerates') to the satisfaction of the user Commissioner on the terms & conditions given below and the Directorate agrees to pay the CCAMC charges as given below:-

- a) Period of CCAMC shall be for a period of five years starting from ..... (date notified in the contract).
- b) **Comprehensive Annual Maintenance Charges:**
  - i) Total CCAMC Charges shall be **Rs.....**for a period of five years starting from .....to ..... for 86 Baggage X-ray Machines which shall be exclusive of GST. Machine-wise break-up of the CCAMC charges are specified in **Appendix-V**. Directorate may reduce number of XBIS in future, for which appropriate deduction will be made.
  - ii) The Contractor shall provide round the clock maintenance service on all days including Sundays and all other Holidays for all the XBISs as per the time schedule mentioned in **Appendix IV**. The Contractor shall depute the Service Engineer immediately on the registration of the complaint, notwithstanding the fact that the same has been registered at night or at any other time or on any Holiday.
  - iii) The Contractor has furnished the Performance security in the form of Bank Guarantee No..... dated ..... for Rs.....(In words) equal to 10% of the total contract amount issued by ..... Bank. The Bank Guarantee is valid up to 31.08.2023 i.e. 90 days beyond the expiry period of the contract.
  - iv) The price charged by the Contractor shall not exceed the prevailing rates charged by him from others for similar services. While claiming payments the Contractor shall give a certificate to this effect in its each bill.
  - v) In no case the charges over and above the CCAMC Charges would accrue to the Contractor.

- vi) The maintenance charges shall be computed on pro-rata basis for the effective period of contract i.e. from the dates when the contract is actually entered if the same is for a part year.
- vii) Commissioner, Directorate of Logistics shall have the right to take any machine out of the purview of CCAMC at any point of time without assigning any reason during the contract period. In such an event charges on pro-rata basis would only be paid for the period the machine was under CCAMC.

c) **Terms of Payment**

50% of annual CCAMC charges would be paid as advance to the contractor against a Bank Guarantee of same amount. The balance amount would be paid after the satisfactory completion of maintenance period and on production of the Verification Reports of the User Commissionerates by the Contractor in the proforma prescribed subject to the deductions under clause 'n' below and other charges, if any, detailed in **Appendix 'T'**. GST or any other tax, if any, will be paid extra on submission of proof of payment.

d) **Scope of replacement of spares / components clause**

The Contractor shall be responsible for Comprehensive Maintenance of all the 86 XBIS. All components including X-Ray Generator and spare parts such as Conveyor belt and Rubberised lead flap shall be repaired/replaced by the Contractor free of cost.

e) **Preventive Maintenance Visits**

- i) The Contractor shall carry out preventive maintenance visits as per proforma once in every month in respect of all the XBIS installed at International Airports. A gap of 3 to 4 weeks shall be maintained between the two preventive visits.
- ii) For all other XBISs at all the stations, preventive maintenance visits shall be once in a quarter. A gap of 10 to 14 weeks shall be maintained between the two visits.
- iii) The Contractor's Engineer shall sign the entry in respect of each such preventive visit in the **LOG BOOK** of each XBIS, the maintenance of which is stipulated in clause 'k (i)' below.

f) **Complaint Reporting Centres**

The Complaint Reporting Centres shall be as per Appendix VI. In case of any changes, the contractor shall intimate the new address and contact details to the department.

g) **Time Schedule for Attending to Complaints**

- i) The Contractor shall provide round the clock maintenance service on all days including Sundays and all other Holidays for all the XBISs. The Contractor shall depute the Service Engineer immediately on the registration of the complaint,

notwithstanding the fact that the same has been registered at night or at any other time or on any Holiday.

- ii) Maximum time limit for attending to the complaint(s) and making the machine operational at the place(s) would be as per **Appendix-IV** starting from the date of complaint. However, in the case of Generator and Drum motor faults, an additional time limit of 48 hours will be allowed.

h) **Place of Service & Certification**

The Contractor shall carry out the repairs / maintenance at the site of installation of the XBIS or with the written permission of the concerned User Commissionerate at any other place and to the best / entire satisfaction of the User Commissionerates regarding quality and promptness of service from whom a certificate to this effect shall have to be obtained by the Contractor and the same shall be submitted to the Directorate of Logistics, New Delhi at the time of Final Settlement.

i) **Shifting**

The Contractor shall not charge any money if any of the XBIS under contract has to be shifted within the same building. However, the charges of labour/forklift services shall be provided by the User Commissionerate.

- j) No sub-contracting is allowable. However, in case the Contractor does not perform the service as stipulated in the contract, the Directorate or the user Commissionerate shall have the discretion to get the same done by any other agency / Company at the risk and cost of the Contractor.

k) **Log Book**

- (i) A Log Book, as per the format prescribed in **Appendix 'II'** shall be maintained for each XBIS by the User Commissionerates, wherein details of every preventive maintenance visits or visits on complaints, as the case may be, shall be recorded and the same shall be signed by the Contractor's Engineer and by the Authorised Officer of the User Commissionerate.

- (ii) Apart from the Log Book, a day-to-day Actual Running Time Detail Register as per the format prescribed in **Appendix 'III'** will be maintained for each XBIS by the user Commissionerate. The details of which may be required in future, for analysing the actual load on each machine and for checking the efficacy of the maintenance systems before its further renewals. This Register will be produced before the Contractor's Engineer during his every preventive, maintenance or repairs visits for his signature.

l) **Training**

Contractor will impart training to the staff as and when required by the User Commissionerate.

m) **Customs Duty Exemption Certificate (CDEC)**

The Department will not issue any Customs Duty Exemption Certificate (CDEC) to the Contractor for the import of parts / components / spares etc., which may be required for the maintenance of the aforesaid XBISs

n) **Defaults and Deductions**

- a) Maximum time limit for attending to the complaint(s) and making the machine operational would be as per **Appendix-IV'** starting from the date of complaint. In case the machine remains non-operational continuously beyond the maximum time limit prescribed in the **Appendix 'IV'**, a deduction of 0.5% of CCAMC charges per day for seven days and thereafter @ 1 % of CCAMC charges per day will be made from the maintenance charges for the period (No. of days) during which the machine remains non-operational and the same would be adjusted from the final and balance maintenance charges, at the time of making the balance and final payment.
- b) In case, the Contractor fails to undertake the preventive maintenance visits within the stipulated time as prescribed in Para 'e' in a preventive maintenance cycle, a sum of 2.5% of CCAMC charges shall be deducted per machine at the time of final payment.
- c) In case the contractor altogether fails to undertake the preventive maintenance during preventive maintenance cycle the deduction shall be 5% of CCAMC charges per machine where the preventive maintenance is to be carried out on monthly basis as per Para 'e(i)' above and 10% of CCAMC charges per machine where the preventive maintenance is to be carried out in every quarter as per Para 'e(ii)' above.
- d) Apart from above, Pro-rata deduction of the Maintenance charges shall also be made for the period (no. of days) during which any of the machines remains non-operational on any account and the same shall be deducted at the time of making the final and balance payment

o) **Settlement of Disputes**

- (i) In the event of any question, dispute or difference in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration by the arbitrator nominated by the Secretary, Department of Legal Affairs, Government of India. There will be no objection if 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.

- (ii) 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, it shall be lawful for the Secretary, Department of Legal Affairs to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- (iii) It is further a term of this contract that no person other than the person appointed by the Secretary, Department of Legal Affairs, aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.
- (iv) The assessment and the award shall be in the discretion of the arbitrator.
- (v) The Indian law will be the governing law and the Arbitration and Reconciliation Act, 1996 and the rules made there under and any statutory modification thereof for the time being in force shall apply to the Arbitration proceedings under this clause.
- (vi) The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the Arbitrator at his discretion may determine. .

Commissioner (Logistics)  
For and on behalf of the President of India

I agree with the abovementioned terms & conditions

Signature \_\_\_\_\_

Name \_\_\_\_\_

Seal \_\_\_\_\_

Centralised Comprehensive Annual Maintenance Contract  
for the period from \_\_\_\_\_ to \_\_\_\_\_.

VERIFICATION REPORT

This is to certify that M/s \_\_\_\_\_ (hereinafter referred to as the 'Contractor' also) have satisfactorily maintained the following X-ray Baggage Inspection Systems (XBIS) installed under the jurisdiction of this Commissionerate in terms of the Comprehensive Centralised Annual Maintenance Contract (CCAMC) entered into with them by Directorate of Logistics, New Delhi.

S.No.	Location	Machine Sr. No.	Period of CCAMC	
			From	To
1				

2. The Contractor has not adhered to the prescribed maximum time limit as mentioned in **Appendix 'IV'** of the contract for attending to the complaints and making the XBIS operational. Therefore, invocation of the penal provisions in respect of the following instances is recommended.

S. No.	Model & Machine Sl. No.	Date of registration of complaint	Date of repairs of the Machine	Type of fault i.e. Generator / other	Delay in No. of Days
1.					

3.1 The Contractor has not carried out preventive maintenance in respect of the following XBIS within the period stipulated i.e. once in every month / once in a quarter. Therefore, invocation of penal provisions in respect of following XBIS is recommended:

S. No.	Model & Machine Serial No.	Months / Quarters during which preventive maintenance visit not carried out within the stipulated time limit
1		

3.2 The contractor has altogether failed to undertake the preventive maintenance in respect of the following XBIS during the month / quarter. Therefore, invocation of penal provisions in respect of following XBIS is recommended:

S. No.	Model & Machine Serial No.	Months / Quarters during which preventive maintenance visit not carried out
1		

4. This is to confirm that no payment on account of the maintenance charges or on account of replacement of the any parts / components / spares in respect of any of the above mentioned Baggage X-ray Machine (XBIS) has been made by this Commissionerate to M/s \_\_\_\_\_, during the period from \_\_\_\_\_.



5. It is to certify that during the current CCAMC year the XBISs have run smoothly and the number of hours the XBISs have run are as shown below:

S.No.	Model & Machine No.	No. of hours run *	Corresponding period

\* If the information for the full year is not available than the information may be given for the period for which the information is available.

Signature \_\_\_\_\_

Name of the Officer \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_



NOTE:

- (i) Para 2, 3, 4, & 5 may be read carefully and must not be left blank while submitting report.
- (ii) Seal of the user Commissionerate must be affixed at the time of submission of Verification Report.
- (iii) The officer signing the report should be of the rank not less than Assistant / Deputy Commissioner or in-charge of the place where XBIS is installed.

**LOG BOOK FORMAT**

MACHINE'S MODEL NO. \_\_\_\_\_

DATE OF INSTALLATION \_\_\_\_\_

MACHINE'S SERIAL NUMBER \_\_\_\_\_

PLACE OF INSTALLATION \_\_\_\_\_

S. N.	Nature of Visit R.E.G. / C.O.M.*	Date & time from which the machine became faulty	Date & Time of lodging of complaint with the Firm	Date & Time of visit of Firm's Engineer for attending to the Complaint	Date & Time from which the machine became Fully Operational	Maximum time limit prescribed for attending the machine and make it operational as per Appendix IV of the contract	Signatures of		Remarks
							Firm's Engineer	Authorised Signatory of the User Commissionerate	
1	2	3	4	5	6	7	8	9	10

\* R.E.G. : REGULAR MAINTENANCE VISIT  
C.O.M.: VISIT ON COMPLAINT

**ACTUAL RUNNING TIME DETAILS**

- (i) XBIS MODEL NUMBER \_\_\_\_\_
- (ii) SERIAL NO. \_\_\_\_\_
- (iii) PLACE OF INSTALLATION \_\_\_\_\_

DATE	SHIFT TIMINGS	TIME OF STARTING OF XBIS	TIME OF SHUTTING OFF THE XBIS	RUNNING TIME OF THE XBIS (IN HOURS AND MINUTES) (3 - 4)	SIGNATURE OF THE OFFICER POSTED AT XBIS	NAME OF THE OFFICER POSTED AT XBIS
1	2	3	4	5	6	7

**PARTICULARS OF THE MACHINES TO BE COVERED UNDER THE CCAMC**

S.N.	Name of the User Commissionerate	No.	Place of Installation	Make / Model/ tunnel size*	Sl. No. of XBIS	Date of Installation	Max. Time limit to attend the complaint & making XBIS Operational
1	Ahmedabad Customs	1	Airport Belt	ECR 526B	59	25.08.09	12 hrs
		2	Airport HB	ECR 526B	64	25.08.09	12 hrs
		3	FPO	ECR 526B	82	16.10.09	12 hrs
		4	Airport Belt	ECR 527	48	17.03.11	12 hrs
		5	Airport Belt	ECR 527	49	19.05.11	12 hrs
		6	Airport Belt	ECR 527	50	27.04.11	12 hrs
		7	Airport Belt	ECR 526B	66	16.09.09	12 hrs
2	Amritsar Customs	8	Attari Road/Dep.	ECR 527	33	02.09.09	12 hrs
		9	Attari Road/Arr.	ECR 527	35	02.09.09	12 hrs
		10	Attari Rail	ECR 527	34	21.10.09	12 hrs
		11	Attari Rail	ECR 527	37	21.10.09	12 hrs
		12	Rajasansi Airport HB	ECR 526B	71	11.08.09	12 hrs
		13	Rajasansi Airport Belt	ECR 527	39	13.11.09	12 hrs
		14	Rajasansi Airport Belt	ECR 527	44	13.11.09	12 hrs
3	Ludhiana Cus	15	Chandigarh Int'l AP	ECR 530B	1	01.12.09	12 hrs
4	Bangalore Customs	16	Airport	ECR 530B	8	20.12.09	12 hrs
		17	Air Cargo Complex	ECR 532H	41	10.11.09	12 hrs
		18	Airport ACC/MBT	ECR 526B	79	12.03.10	12 hrs
5	Bhubaneswar Customs	19	Int'l Arr Belt, BPI Airport	ECR 526B	68	20.08.09	48 hrs
6	Calicut Central Excise	20	Airport Belt	ECR 526B	55	28.08.09	24 hrs
		21	Airport Belt	ECR 526B	56	01.08.09	24 hrs
7	Chennai Customs (Airport)	22	Airport Dep./HB	ECR 526B	74	11.08.09	12 hrs
		23	Airport Arr/HB	ECR 526B	73	12.08.09	12 hrs
		24	Airport Belt	ECR 527	51	04.01.12	12 hrs
		25	PAD	ECR 526B	78	10.09.09	12 hrs
		26	Airport Arr	ECR 526B	60	13.07.09	12 hrs
		27	Airport Arr	ECR 526B	61	14.07.09	12 hrs
8	Chennai Customs (Port)	28	UB Unit	ECR 530	116	27.07.09	12 hrs
		29	FPO, GPO Building	ECR 526B	85	07.04.10	12 hrs
9	Cochin Customs	30	CIAL Cochin	ECR 526B	75	09.12.09	12 hrs
		31	Postal Apprising Dept.	ECR 526B	77	23.09.09	12 hrs
		32	Airport Belt	ECR 527	43	24.11.09	12 hrs
		33	Sea Port	ECR 532H	40	04.01.10	12 hrs
		34	ACC, CIAL, Nedunbassery	ECR 532H	39	11.12.09	12 hrs
10	Coimbatore Central Excise	35	Airport HB	ECR 520	128	17.06.09	48 hrs
		36	Airport Belt	ECR 526B	63	14.07.09	48 hrs
11	Delhi Air Cargo (Export)	37	FPO (Main), New Delhi	ECR 530	115	27.05.09	12 hrs
		38	Airport	ECR 526B	52	05.06.09	12 hrs
12	Goa Customs	39	Airport Belt	ECR 527	45	04.08.09	12 hrs
		40	Airport HB / RC	ECR 530B	7	24.10.09	12 hrs

S.N.	Name of the User Commissionerate	No.	Place of Installation	Make / Model/ tunnel size*	Sl. No. of XBIS	Date of Installation	Max. Time limit to attend the complaint & making XBIS Operational
13	Jodhpur Customs	41	Airport Belt	ECR 527	52	11.12.09	48 hrs
		42	Airport Belt	ECR 530B	2	11.12.09	48 hrs
		43	LCS Munabao	ECR 530B	4	15.10.09	72 hrs
		44	LCS Munabao	ECR 530	113	11.06.09	72 hrs
		45	LCS Munabao	ECR 532H	38	11.02.10	72 hrs
		46	Airport	ECR 526B	80	23.10.09	48 hrs
14	J&K Custom	47	Srinagar Airport HB	ECR 526B	51	13.06.09	48 hrs
		48	Srinagar Airport Belt	ECR 527	40	18.07.09	72 hrs
		49	Chakan-da-Bagh LCS	ECR 530	112	11.06.09	72 hrs
		50	Kaman LCS	ECR 530	111	31.07.09	72 hrs
15	Agra Customs	51	Agra Airport HB	ECR 520	129	29.12.09	48 hrs
16	Kolkata Customs (Airport & Admn.)	52	Airport Belt	ECR 526B	84	06.11.09	12 hrs
		53	ACC UB	ECR 530	117	18.02.10	12 hrs
		54	Airport	ECR 526B	53	01.07.09	12 hrs
		55	Airport	ECR 526B	58	26.06.09	12 hrs
17	Kolkata Customs (Port)	56	PAD	ECR 526B	87	21.12.09	24 hrs
18	Kolkata, West Bengal (P.)	57	LCS Gede	ECR 530	114	30.05.09	72 hrs
		58	Bagdogra AP	ECR 530B	10	01.02.10	72 hrs
19	Lucknow Customs	59	Varanasi Airport Belt	ECR 526B	83	12.11.10	48 hrs
		60	Lucknow Airprt Arr	ECR 527	53	28.02.10	24 hrs
20	Mumbai Customs (Gen)	61	Custom House	ECR 526B	72	04.02.10	24 hrs
		62	B-1 Div, Cus. House	ECR 526B	67	23.09.09	12 hrs
21	Mumbai Customs (Port- Imp)	63	FPO, Mumbai	ECR 520	126	25.06.09	12 hrs
22	Mumbai Customs (Air- Imp)	64	APSO	ECR 520	127	20.06.09	12 hrs
23	Nagpur Central Excise	65	Airport HB	ECR 526B	57	08.07.09	48 hrs
		66	Airport	ECR 530B	9	02.12.09	48 hrs
24	Patna Customs	67	Gaya Airport Belt	ECR 527	54	24.02.10	72 hrs
25	Pune Customs	68	Airport HB	ECR 526B	70	08.08.09	24 hrs
		69	Airport Belt	ECR 530B	3	09.10.09	24 hrs
26	Mangalore Customs	70	Airport Belt	ECR 526B	54	13.07.09	48 hrs
		71	Airport HB	ECR 530B	6	18.02.10	48 hrs
27	Nhava Sheva Cus (Exp)	72	CFS Speedy	ECR 530B	5	30.10.09	12 hrs
28	Shillong Customs	73	Guwahati Airport Belt	ECR 527	55	11.03.10	72 hrs
29	Thiruvanthapuram Central Excise	74	Airport Belt (A)	ECR 527	46	18.09.09	48 hrs
		75	Airport Belt (A)	ECR 527	47	17.10.09	48 hrs
		76	ACC Trivendrum	ECR 526B	69	20.08.09	48 hrs
30	Madurai Central Excise	77	Madurai Airport	ECR 526B	86	05.02.11	48 hrs
		78	Airport	ECR 526B	62	15.07.09	48 hrs
31	Tiruchirappalli Customs	79	Airport Belt	ECR 527	36	04.11.09	48 hrs
		80	Airport Belt	ECR 527	38	04.11.09	48 hrs

S.N.	Name of the User Commissionerate	No.	Place of Installation	Make / Model/ tunnel size*	Sl. No. of XBIS	Date of Installation	Max. Time limit to attend the complaint & making XBIS Operational
32	Visakhapatnam Customs	81	Airport HB	ECR 526B	76	08.09.09	48 hrs
		82	Airport Belt	ECR 527	41	26.06.09	48 hrs
		83	Airport Belt	ECR 527	42	26.06.09	48 hrs
		84	Vizag Port	ECR 530	118	03.03.10	48 hrs
		85	Gangapuram Port	ECR 530	119	01.03.10	48 hrs
33	Vijaywada Cus	86	Kakinada	ECR 530B	11	06.02.10	48 hrs

\* **Tunnel Sizes**

S.N.	Model	Tunnel size	Belt height from ground
1	ECR 520	640mm x 430mm	780mm
2	ECR 526B	950mm x 850mm	825mm
3	ECR 527	1000mm x 1000mm	850mm
4	ECR 530	1200mm x 800mm (Low Bed)	300mm
5	ECR 530B	1200mm x 800mm (High Bed)	950mm
6	ECR 532H	1500mm x 1650mm	350mm

CCAMC Charges for 05 years

Tender No.29(AS)/2018 dated 16.03.2018

In Indian Rupees

S.N.	Model	Quantity	CCAMC charges*										G.Total	
			I year		2 <sup>nd</sup> Year		3 <sup>rd</sup> Year		4 <sup>th</sup> year		5 <sup>th</sup> year			
			Per unit	Total	Per unit	Total	Per unit	Total	Per unit	Total	Per unit	Total		
1	ECR 520	4												
2	ECR 526B	35												
3	ECR 527	23												
4	ECR 530	9												
5	ECR 530B	11												
6	ECR 532H	4												
	<b>G. Total</b>	<b>86</b>												

*\* Exclusive of GST/ other taxes applicable*

LIST OF COMPLAINTS REPORTING CENTRES

Complete address of the complaint reporting centre	Name of the person to be contacted along with Phone / Fax / Mobile Number



PREVENTIVE MAINTENANCE VISIT

SCHEDULE: A

In order to minimize the downtime of the System and to ensure proper operation of the system, a thorough checking of the system hardware will be undertaken by the Contractor regularly at the prescribed intervals.

During such preventive maintenance visit, it will be required to stop the normal routine operation of the System for a day or two or as needed. The Contractor undertakes to carry out the following checks, but not limited to, during such preventive maintenance visit.

1. PHYSICAL - Check the machine for physical damage and unusual wear. Check that all panels are properly screwed and secured. Also check the radiation worthiness of the Leadflaps.
2. MAINS VOLTAGE - Check for proper Mains L-N Voltages as well as that E-N Voltage is not over 3 V. Ensure Stabilizer is in the circuit of the machine with Auto correction feature.
3. CLEAN - Open all service panel and remove accumulated dust and foreign objects. Clean all cards, computer from inside and outside, clean the exterior of all panels.
4. CONVEYOR - Check Conveyor belt for center alignment and tensions, adjust as necessary. Check conveyor drive motor for oil leaks, noise and excessive wear. Check conveyor belt for signs of wear and damage. Check all rollers for wear, noise and accumulation of dirt & clean.
5. X-RAY GENERATOR - Check for signs of oil leakage, Check that Generator is properly clamped. Check and record KV and mA as appropriate for System type. Check collimator and adjust as necessary. Check and correct Diode array response either through mechanical adjustment of X-Ray Generator or electronically.
6. SENSOR - Check Opto sensors and reflectors for accumulation of dust, foreign matter and alignments, adjust and clean as required.
7. DIODE ARRAY - Check clamping and clean as appropriate. Check for any light leakage.
8. CONNECTIONS - Check and ensure that all P.C.B.'s connectors and cables are fully mated. Remove all dust.
9. ELECTRONICS CHECK - Carry out full electronics checks in accordance with the manufacturers recommendations as detailed in the appropriate section of the System handbook and record as appropriate.
10. CONSOLE / KEYBOARD - Check and clean, replace lamps, lenses and covers as appropriate.
11. SYSTEM AND IMAGE QUALITY - Check the operation of all facilities. Carry out CTP test.
12. RADIATION LEVEL TEST - Check radiation levels as per procedure. Ensure that Radiation leak is below prescribed limits.

**PREVENTIVE MAINTENANCE LOG SHEET**

Ref.: No.: \_\_\_\_\_ Issue No.: 01 Rev.: 00 Date: \_\_\_\_\_

**GENERAL DETAILS**

Customer :					
Date		Time		Machine code	
Machine make & Model		Machine Sl. No.		Service Engineer	

**CHECK-LIST**

Item	Details - To be checked	Tick
Mains Voltage	Mains supply voltage (neutral to earth voltage should be less than 3.5 V)	Done/Not done
Physical	Damage /unusual wear (findings & reasons to be recorded)	Done/Not done
Cleaning	Remove accumulated dust/ foreign matter	Done/Not done
Conveyor	Adjust conveyor belt tension/ tracking; conveyor/ roller for oil leaks	Done/Not done
X-ray Generator	Oil leakage/ collimation/ overheating/ Kv/mA (160/ 140 Kv, 0.7 mA; 100 /80 Kv, 0.55 mA)	Done/Not done
Sensors	Clean sensors/reflection & alignment	Done/Not done
Diode Array	Light leakages/ Response	Done/Not done
Connections	Proper mating/ cleaning	Done/Not done
Electronic Checks	As per manufacturer's specifications	Done/Not done
Lamps & Lenses	Replace fused lamps, defective lenses	Done/Not done
Key Board/ Monitor	Check for operation, replace defective components	Done/Not done
Lead Flaps	Availability, wear/damage, alignment (for customer supplied cases- give quotation for missing, damaged/ worn lead flaps)	Done/Not done
System & Image quality	Operation using different features (high, low, Inverse, zoom, etc.)	Done/Not done

**RADIATION LEVEL CHECK**

Maximum permitted	Actual recorded, max. (location)	Radiation meter Sl. No.	Celebration due on
1 μ Sv/ hr ( 0.1 mR/hr)			

**COMBINED TEST PIECE LOG**

Test No.	Image processing options used
1	
2	
3	
4	
5	

TICK APPROPRIATE BOX FOR RESULTS

**Test 1**

42	40	38	35	30	26	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Air
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3/16"
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5/16"
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7/16"

**Test 3**

<input type="checkbox"/>	Salt (Green)	<input type="checkbox"/>	Sugar (Orange)
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**Test 5**

1.0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Test 6**

<input type="checkbox"/>	0.05
<input type="checkbox"/>	0.1
<input type="checkbox"/>	0.15

**Test 4**

16 mm	<input type="checkbox"/>	
18 mm	<input type="checkbox"/>	
20 mm	<input type="checkbox"/>	
22 mm	<input type="checkbox"/>	
24 mm	<input type="checkbox"/>	
26 mm	<input type="checkbox"/>	
28 mm	<input type="checkbox"/>	
30 mm	<input type="checkbox"/>	

-----  
Customer's Representative

-----  
Service Engineer

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

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

WHEREAS ..... (name and address of the Tenderer) (hereinafter called "the Contractor") has undertaken, in pursuance of contract no..... dated ..... to maintain 86 X-ray Baggage Inspection Systems (hereinafter called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the AMC Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor.

The Bank further undertakes not to revoke this Guarantee during its currency except with the previous express consent of the Directorate 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 and on behalf of the Bank.

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

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

.....  
Name and designation of the officer

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

\*\*\*\*\*

**BANK GUARANTEE FORM FOR EMD**

Whereas ..... (hereinafter called the "Tenderer") has submitted its quotation dated..... for the maintenance of ..... (hereinafter called the "tender") against the tender enquiry No. .... dated ..... of President of India acting through Commissioner, **Directorate of Logistics**, Customs & Central Excise, Ministry of Finance, Department of Revenue, 4<sup>th</sup> Floor, 'A' wing, Lok Nayak Bhawan, Khan Market, New Delhi 110511 (hereinafter referred to as the **Directorate**) Know all persons by these presents that we ..... of ..... (hereinafter called the "Bank") having our registered office at ..... are bound unto ..... ("Directorate") in the sum of ..... for which payment will and truly to be made to the said Directorate, the Bank binds itself, its successors and assigns by these presents.

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

The conditions of this obligation are –

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Directorate during the period of its validity:-
  - a) fails or refuses to furnish the bank guarantee against 50% advance for the due performance of the contract or
  - b) fails or refuses to accept or execute the contract.

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

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

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

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

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

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

**BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT**

**(On Non-judicial stamp paper of an appropriate value)**

To

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Very truly yours,

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

**PRE- CONTRACT INTEGRITY PACT**

**GENERAL**

The pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on one hand, the President of India acting through Dr./Shri/Smt. \_\_\_\_\_, Commissioner (Logistics), Department of Revenue, Ministry of Finance, Government of India (hereinafter called the "Directorate", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s \_\_\_\_\_ represented by Dr./Shri/Smt. \_\_\_\_\_, (Designation) (hereinafter called the "Tenderer" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Directorate proposes to procure CCAMC services for maintenance of ... Nos. of X-ray Baggage Inspection Systems and the Tenderer is willing to offer/has offered the CCAMC, and,

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

NOW, THEREFORE,

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

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

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

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

**1. Commitments of Directorate**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1 While submitting the bid, the Tenderer shall deposit an amount of Rs. 20 lakhs (Rupees twenty lakhs only) as Earnest Money/Security Deposit, with the Directorate in the form of Bank Guarantee as per proforma given in tender document.

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

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

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

## **6. Sanctions for Violations**

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

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

- IX. In cases where irrevocable Letters of credit have been received in respect of any contract signed by the Directorate with the Tenderer, the same shall not be opened.
- X. Forfeiture of Performance Bond in case of a decision by the Directorate to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Directorate will be entitled to take all or any of the actions mentioned at para 6.1 (I) to (X) of this Pact also on the Commission by the Tenderer or any one employed by it or acting on its behalf (whether with or without the knowledge of the Tenderer), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Independent Monitors**

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

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

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

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

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

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

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

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

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Directorate or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Tenderer and the Tenderer shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of jurisdiction**

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

**10. Other Legal Actions**

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

**11. Validity**

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

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

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

Directorate  
Name of the Officer  
Designation  
Deptt./Ministry

Tenderer  
Designation of person signing  
on behalf of Company

Witness:  
1. \_\_\_\_\_

Witness:  
1. \_\_\_\_\_