# Bihar Urban Infrastructure Development Corporation Ltd.



# **Bid Document**

For

# Design, Supply, Installation of Mobile security Check Point and its Auxiliaries with Traffic Channel Management at Buddha Smriti Park, Patna on Turnkey Basis

NIT Ref No: BUIDCo/Yo-382/2014-45, dtd 14-07-2014

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MOBILE SECURITY CHECK POINT AND ITS ANCILLARIES WITH TRAFFIC CHANNE					1		
0	MANAGEMENT TO BE ESTABLISH AT BUDDHA SMRITI PARK, PATNA						
No. BUID	0Co/Yo-382/2014-45				Dat	te:14.07.2014	
1. Biha		nt Corporation	de only – <u>www.eproo</u> Limited (BUIDC		ds from eligible	experienced	
	s/Contractors/Agencies/Bidders for exe				-	experienced	
SL. No	Name of Work	Estimated	Bid processing	Bid	Bid Security (EMD)	Contract	
NO		Cost (Rs. In Lakhs)	fees (Beltron)	Document Cost	(Rs. In Lakhs)	Duration	
1.	Mobile Security Check Point and its	(10111-01110)			(		
	Ancillaries with Traffic Channel	Rs.	Rs.	Rs.	Rs.		
	Management to be Establish at Buddha Smriti Park, Patna	80.24/-	5618/-	9382/-	1.605/-	3 Month	
2.	lace & Date of Pre-bid meeting		: Date 05.08	1 8.2014 Time 03.0	0 PM.		
					loor, Maurya Tow	er, Maurya Lok	
				Budh Marg, Patn			
3.	Date of downloading of bid documer	it	: From 28.0	7.2014 to 20.08.	2014 up to 03.00 P	М	
			Through w	ebsite www.epr	oc.bihar.gov.in onl	y	
4.	Last date and time for receipt of bids			3.2014 up to 03.0			
F	Last Data and time for Submission of	hard cany of hid	-	Through website <u>www.eproc.bihar.gov.in</u>			
5. 6.	Last Date and time for Submission of Time and date of opening technical b		: Date 21.08.2014 up to 04.00 PM : Date 22.08.2014 Time 04.00 PM				
0.	Time and date of opening technical c	ius					
7.	Time and date of opening of financia	l bids	Through website www.eproc.bihar.gov.in : To be communicated later on				
8.	Place of opening of bid		: Through w	: Through website www.eproc.bihar.gov.in			
9.	Period of bids validity		: 120 days		-		
10.	Officer inviting bids		: Managing	: Managing Director, BUIDCo			
11.	For participating in E – tendering p	ocess, the contr	actor shall have to	get themselves	registered to get	user ID, Password	
	and Digital signature. This will enab					/participate in E –	
12.	tender. All tender queries related to (i) Bid processing fees to be paid th					Net Banking	
12.	NEFT/RTGS.		de lie. Internet pay	ment getaway (		, Net Danking,	
	(ii) Bids along with necessary online						
	before the date & time specified in t internet connection, Network Traffic	•		e any responsib	ility for the delay/	Non availability of	
13.	The tender documents can be obtain			r.gov.in and ww	w.buidco.in		
14.	Bid document cost should be paid	-	•	-		ctor, Bihar Urban	
	Infrastructure Development Corpor	-					
	Director, Bihar Urban Infrastructure Budh Marg, Patna - 800001 on or bef					urya Lok complex,	
15.	Earnest Money(in hard copy) shall b		-			d be submitted to	
	Managing Director, Bihar Urban Infi						
10	complex, Budd Marg, Patna - 800001 on or before 04.00 PM on 21.08.2014 failing which the tender will be rejected.			ejected.			
16. 17.	The Estimated Cost may increase or decrease. All the information/corrigendum/addendum related to the project shall be published on the website			n the website			
	www.eproc.bihar.gov.in and www.b			•	•		
10	assigning any reason what so ever.						
18. 19.	For any information department help Further details of works can be obta			nager (Tech.) Fo	or clarification, rea	arding the F –	
	tendering process, please contact e				-	-	
	Krishna Nagar, Patna – 800 001, Tele				-		
Sd/- Managing Director, BUIDCo							
	#303, 3rd Floor, Mau	irva Tower, Mau	va Lok Complex, Bu	dh Marg. Patna -			
			)2,Email: tenders@b				

#### Section – II

#### 2 **INSTRUCTIONS TO BIDDERS**

#### 2.1 INTRODUCTION

- 2.1.1 BUIDCo is responsible for the development, maintenance and management of Buddha Smriti Park, Patna entrusted to it and for matters connected thereto.
- 2.1.2 BUIDCo intends to install a Security system at Buddha Smriti Park, Patna together with a Traffic channel Management components and some Garden Furniture.

#### 2.2 **DEFINITIONS**

- a) **"BUIDCo"** means Bihar Urban Infrastructure Development Corporation Limited.
- b) "**The Employer**" or "**The Purchaser**" means the Managing Director, Bihar Urban Infrastructure Development Corporation Limited and its representative.
- c) **"The Bidder"** means a firm which participates in the quotation and submits its proposal.
- d) **"The Products/ Equipment**" means all the equipment, which the Successful Bidder is required to supply to the Purchaser as per this tender/ quotation.
- f) **"Successful Bidder"** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be termed as "**Contractor**" in the document.
- g) "**The Letter of Award**" means the issue of a signed letter by the Purchaser of its intention to award the work mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.
- h) **"The Contract"** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
- i) "**The Contractor**" means the individual or firm supplying the Goods and Services under this Contract.
- j) "**The Contract Price**" means the price payable to the Successful Bidder under the Letter of Award for the full and proper performance of its contractual obligations. The Contract Price shall be deemed as "**Contract Value**" appearing anywhere in the

document.

- k) **"Factory Acceptance Test (FAT)**" is a process of verification of the conformance of the Products/equipment as per the Technical Specifications laid out in the Tender Document at the factory before the dispatch of Products/equipment to the site.
- 1) "Site Acceptance Test (SAT)" is a process of testing the contracted services provided by the Bidder at site (location) of the Purchaser. SAT comprises of Product Acceptance Tests with respect to Technical Specifications and Bill of Materials as specified in this tender.
- m) "**NIT**" is the Notice Inviting Tender/ Quotation. It is essentially the Press Notification of the Tender/ Quotation.
- n) "**OEM**" means Original Equipment Manufacturer.
- o) "**Tender**" and "**Quotation**" have same meaning for this document.

# 2.3 BID DOCUMENT

2.3.1 The process and procedures of bidding, the materials to be supplied and the various terms and conditions of this tender are provided in the Bid Document. The Bid Documents include:

i.	Section I	Notice Inviting Tender
ii.	Section II	Instructions to Bidders
iii.	Section III	General Conditions of Contract
iv.	Section IV	Special Conditions of Contract
v.	Section V	Technical Specifications
vi.	Section VI	Scope of work
vii.	Section VII	Formats for submission of Similar Work Experience
viii.	Section VII	Formats for submission of Bank Guarantees

- ix. Section IX Financial Proposal
- 2.3.2 The Bidder should carefully read all the instructions, terms and conditions, specifications and various forms that are provided in the Bid Document. The tender may be rejected if any or all of the information asked for in this document are not furnished along with the tender/ quotation or if the tender is not responsive with the Bid Document.

#### 2.4 PRE-PROPOSAL MEETING

There will be a pre-proposal meeting(s) as indicated under 2.18. Bidders seeking clarifications may address their queries to the Project Director (HQ), BUIDCo, SIU -1, Patna so as to reach at least 2 days before the date indicated in the schedule of events (section

2.18) of this document for any enquiry/ clarification.

## 2.5 AMENDMENT OF BID DOCUMENTS

2.5.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify bid documents by issuing corrigenda.

### 2.6 COST OF BIDDING

The Bidder has to bear all the costs associated with the preparation and submission of the bid. Purchaser will, in no case, be responsible or liable for any of the costs, regardless of the conduct or outcome of the bidding process.

#### 2.7 APPLICATION FEE (AF) AND EARNEST MONEY DEPOSIT (EMD)

- 2.7.1 The proposal should be submitted along with an application fee of Rs. 9382/-(Rupees Nine Thousand Three Hundred and Eighty two only) in form of demand draft and an EMD of Rs. 1,60,500/- (Rupees Onle Lac Sixty Thousand and Five Hundred only) in the form of a demand draft drawn in favour of "Managing Director, Bihar Urban Infrastructure Development Corporation Limited" on any Scheduled bank payable at Patna. The Bid submitted without EMD and/or the application fee will be summarily rejected.
- 2.7.2 The EMD of the successful Bidder will be returned when the Bidder has signed the Contract Agreement with the purchaser and has furnished the required Performance Guarantee.
- 2.7.3 The EMD of the unsuccessful Bidder will be returned after the LOA is issued to the successful bidder.
- 2.7.4 The EMD will be forfeited:
  - (i) If a Bidder withdraws its bid during the period of bid validity, or
  - (ii) If the Bidder fails to accept the Purchaser's corrections of arithmetic errors in the Bidder's bid (if any), or
  - (iii) If the Successful Bidder fails to sign the contract agreement with the Purchaser, or
  - (iv) If the Successful Bidder fails to furnish the Performance Guarantee within the stipulated time.

#### **2.8 BID PRICES**

- 2.8.1 The Bidder shall give the pricing as individual and as a total composite price inclusive of all levies & taxes i.e. Sales Tax, Service Tax, packing, forwarding, freight and insurance etc and any other charges as and when applicable.
- 2.8.4 The unit price and all other components of the price need to be individually indicated against the goods proposed in the Bid.

- 2.8.5 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.
- 2.8.6 If any or all of the information asked in the Section-VIII are not available in the Financial Proposal the bid is liable for rejection.

### 2.9 DISCOUNTS

The Bidders are informed that discount, if any, should be included in the total price.

#### 2.10 BID VALIDITY

The bids shall remain valid for a period of **180** days from the last date of submission.

#### 2.11 ONLY ONE BID PER PARTY

Each bidder is permitted to submit ONLY ONE BID. In case it is found that any party has submitted more than one bid for the subject work(s) in any of the above capacities, all bids so submitted shall be summarily rejected and the EMPLOYER shall not entertain any request/correspondence in this matter.

#### 2.12 SUBMISSION OF PROPOSALS

- 2.12.1 Bidding shall be carried out through e-tendering process E-Tendering process shall be adopted for issue of bid document, pre bid queries, clarifications, addendums and receiving of bids. For participating in E-tendering process, the Bidder shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E tender. Bidders who wish to participate in this tender will have to register on http:// www.eproc.bihar.gov.in.
- 2.12.2 Bidders who wish to participate in online tenders will have to procure Digital Certificate as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. The same can also be procured from M/s BELTRON (Bihar State Electronics Development Corporation Limited., BELTRON Bhavan Shastri Bhavan, Patna 23, which is Registration Authority of various Certifying Agencies and they can be contacted at below address:

#### To,

#### Helpdesk

First Floor, M/22, Bank Of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph:0612-2523006, Mob:9939035696, Fax:0612-2523006, Visiting Hrs. 8:00 A.M to 8:00 P.M (From Monday to Sunday)

Mail IDs - eprochelpdesk@bihar.gov.in, eprochelpdeskbihar@gmail.com

- 2.12.3 Any individual(s) signing the bid or other documents connected therewith should specify whether he is signing the offer as Chief Executive of a single manufacturing company making the offer.
- 2.12.4 In the case of a firm not registered under the Indian Partnership Act, all the partners or the attorney duly authorized by all of them should sign the bid and all other connected documents.
- 2.12.5 The Bids and all correspondence and documents relating to the bids, shall be written in the English language.
- 2.13 LATE BIDS Deleted

### 2.14 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.14.1 The Bidder is allowed to modify or withdraw its submitted bid any time prior to the last date prescribed for receipt of bids, by giving a written notice to the Purchaser.
- 2.14.2 Subsequent to the last date for receipt of bids, no modification/withdrawal of bids shall be allowed.
- 2.14.3 The Bidders cannot withdraw the bid in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the Bid. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

## 2.15 LOCAL CONDITIONS

- 2.15.1 Each Bidder is expected to fully get acquainted with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 2.15.2 The Bidder is expected to visit and examine the sites and its surroundings and obtain all information that may be necessary for preparing the bid at their own interest and cost.
- 2.15.3 The Bidder and any of their employees/agents/subcontractors will be granted permission by the Purchaser to enter upon its premises and lands for the purpose of such inspection, but express condition Bidder and any only upon the that the of their employees/agents/subcontractors will be responsible for any personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 2.15.4 The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of Letter of Award as described in the bidding documents. The Purchaser shall not entertain any request for clarification from the Bidder

regarding such local conditions. 2.15.5 It is the Bidder's responsibility that such factors have properly been investigated and considered while submitting the bid proposals and no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Purchaser. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to know the local laws / conditions.

2.15.6 The site related information furnished by EMPLOYER in this Bid Document is only indicative. The bidders are advised to undertake site visits and make their own assessment as to the correctness of the information. Requests for price revision after bid opening on account of inaccuracies in information given by EMPLOYER shall not be entertained at any stage

## 2.16 CONTACTING THE PURCHASER

Any effort by a Bidder influencing the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

### 2.17 ELIGIBILITY CRITERIA

- 2.17.1 Bidders that meet <u>ALL</u> of the following qualification criteria need only apply.
  - (i) The bidder should have an annual turnover of Indian Rs. 100 lakh in any of the last three financial years. Documentary proof in the form of a <u>Certificate from the</u> <u>statutory auditor of the Bidder's company is must.</u> Any declaration or letter from the Bidder in any other format will not be accepted.
  - (ii) During the last five years the Bidder should have successfully completed the works of Fabrication, installation and commissioning of stainless steel 304 grade structure of minimum contract value of Rs 50 lacs as part of single contract for any government organization/PSU/Urban Local Body/PPP project. Successful completion certificate mentioning the Purchase Order reference number and start and end date of the work duly signed by the client organization's project in-charge / any equivalent officer / the authorized signatory
  - (iii) During the last five years the Bidder should have successfully completed the works of supply, installation and commissioning of any of the Security system components and of the Garden furniture required in this project as part of single contract or separate contracts for any government organization/PSU/Urban Local Body/PPP project of minimum contract value given below:

#### 2.18 SCHEDULE OF EVENTS

The tentative dates for the schedule of key events of this tender are given as under:

Sl No	Events	Due Date

1	Availability of Bid document	25 <sup>th</sup> August onwards
2	Prebid Meeting	6 <sup>th</sup> September 2014
3	Prebid Clarifications	12 <sup>th</sup> September 2014
4	Last date and time of proposal submission	On or before 26 <sup>th</sup> September 2014
5	Date and time of opening of Technical Bid	On 26 <sup>th</sup> September 2014
6	Date and time of opening of Financial Bid	To be communicated later to the eligible bidders

#### 2.19 OPENING OF PROPOSAL

The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening shall be as follows:

- i. Application fee and Earnest Money Deposit (EMD)
- ii. Technical Proposals
- iii. Financial Proposals

#### 2.20 EVALUATION

2.20.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change any time during the process of evaluation.

#### 2.20.2.1 Phase-1: Technical Proposal Evaluation:

First, the Application fee and Earnest Money Deposit will be checked and if both are found furnished by the Bidders in the prescribed manner, then the Technical Proposal documents shall be evaluated. The Bidder shall have to fulfill all the qualification Criteria as specified in Section-II -2.17.1, in totality and submit all the required documents that relate to the qualification Criteria terms and conditions. Those bidders who do not fulfill the terms and conditions of qualification Criteria as specified in this tender or whose Technical Proposal is non-responsive will not be eligible for further Financial Proposals Evaluation. Technical Proposals of the Bidders would be evaluated for the clause-by clause compliance of the technical specifications as mentioned in the Bid document. The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. During Technical Proposal Evaluation, the Purchaser also reserves the right to ask for any third-party benchmarking reports in support of any performance parameters.

At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

#### 2.20.2.2 Phase-2: Financial Proposal Evaluation:

The Price Bids of only the qualifying firms who are short-listed in Phase-1 will be evaluated. The proposals shall be opened in presence of their representatives who choose to attend. The date of opening shall be intimated to the qualified bidders at the appropriate time.

The Financial Proposal Evaluation will be based on the "Total Cost", which would be the total payouts including all taxes, duties and levies for the supply, installation, commissioning, system integration of equipment and Maintenance costs.

#### 2.21 DECIDING AWARD OF CONTRACT

- 2.21.1 The Purchaser reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal. The Bidder has to present the required information to <u>Managing Director, Bihar Urban</u> <u>Infrastructure Development Corporation Limited</u> and its appointed representative on the date asked for, at no cost to the Purchaser.
- 2.21.2 The Purchase shall inform the date and time set for opening of Financial Proposals. The notification may be sent by email/ fax/ post.
- 2.21.3 It is mandatory for the Bidders to quote for all the items of the tender. In case a Bidder does not quote any item, which is required as per the Bill of Materials Section (Section-VII), then the bid can be treated nonresponsive.
- 2.21.4 The Financial Proposals of qualified Bidders shall be opened on e proc web site.
- 2.21.5 BUIDCo will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 2.21.6 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount mentioned in words will prevail.
- 2.21.7 The Purchaser will notify the Successful Bidder on its intention to award the work through "Letter of Award" mentioning the total Contract Value. The timeline for delivery of products and services will start from the date of issue of Letter of Award.

- 2.21.8 The Purchaser will subsequently send the Successful Bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 2.21.9 As soon as practically possible, following receipt of the Form of Contract Agreement, the successful Bidder shall sign and date the Form of Contract Agreement and return it to the Purchaser. This is deemed as the "Contract" or "Contract Agreement" defined elsewhere in this tender document.
- 2.21.10 The contract will be **awarded on least cost basis.**

#### 2.22 GENERAL INSTRUCTIONS TO THE BIDDERS

- 2.22.1 The cost of preparing a proposal, cost involved for the technical presentation and of visits to the offices of BUIDCo, Patna (if any) is not reimbursable.
- 2.22.2 The remuneration, which the Successful Bidder shall receive from the contract, will be subject to normal tax liability in India.
- 2.22.3 All cutting, overwriting in the proposal should be authenticated by the initials of the authorized signatory. In case of any calculation error the unit rates would prevail. The amount will also have to be written in words.
- 2.22.4 Successful bidder must ensure his establishment in Patna, Bihar for post-installation services and support.
- 2.22.5 <u>Any bidder who is indulging in Canvassing in any form or trying to influence in the tendering process will lead to disqualification of the bid.</u>

#### 2.23 CONFIDENTIALITY

- 2.23.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- 2.23.2 As used herein, the term "Confidential Information" means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the

Confidential Information of the Bidder.

- 2.23.3 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this tender, any amendment hereof, and any Attachment or Annexure hereof.
- 2.23.4 The obligations of confidentiality under this section shall survive rejection / termination / expiry of the contract for a period of three years.

#### Section – III

### **3** GENERAL CONDITIONS OF THE CONTRACT

#### 3.1 SPECIFICATIONS

The Products/equipment supplied under this contract shall conform to the Technical Specifications given in this tender under Section V.

#### **3.2 PERFORMANCE GUARANTEE**

- 3.2.1 The Successful Bidder will be required to furnish performance guarantee in the form of Bank Guarantee issued by a Scheduled Bank in India equivalent to 10% of the Contract Value valid for a period of 15 months (Supply and installation – 3 months + warranty 12 months) within 28 days of issue of Letter of Award. In case of extension of O&M services, the contractor shall submit the fresh BGs for the subsequent O&M periods.
- 3.2.2 The Performance Guarantee shall be as per the formats given in Section VIII.
- 3.2.3 The Performance Guarantee shall be payable to the Purchaser as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract. The Purchaser will discharge the Performance Guarantee after completion of the Bidder's performance obligations, including any warranty obligations, under the contract.

#### **3.3 PURCHASER'S RIGHT TO INSPECT GOODS**

- 3.3.1 The Purchaser and/or his authorized representative shall have the right to inspect and test up to 100% of each product type supplied for their conformity to the specifications laid in the tender document under the Section VI (refer Factory Acceptance Test under Section-IV).
- 3.3.2 If any inspected materials fail in the test to conform to the specifications laid in the tender document under Section VI, the Purchaser may reject them and the supplier shall either replace or do the needful to the rejected materials so that the rejected material will meet the specification requirements at no cost to the Purchaser.
- 3.3.3 The Bidder is not released in any way from any warranty or other obligations under the contract in pursuant to clauses 3.3.1 & 3.3.2.

#### **3.4 DELIVERY OF MATERIALS AND RELATED DOCUMENTATION**

- 3.4.1 Delivery, Installation and Commissioning of the materials along with the related documents as per Bill of Materials Section (Section V) is the responsibility of the Bidder.
- 3.4.2 The Successful Bidder shall ensure that all Products/equipment is supplied within the Implementation schedule mentioned in the tender document under Section IV.

3.4.3 The Successful Bidder shall submit all the Software Kits (CDs), License Papers, Warranty Papers and any other relevant documentation related to the supplied products to the Purchaser along with the supplied products/equipment.

#### 3.5 INCIDENTAL SERVICES

3.5.1 The selected contractor shall be required to undertake the supply, installation, testing and commissioning, documentation and training of Employer's nominated personnel.

#### **3.6 WARRANTY**

- 3.6.1 The Bidder is required to provide on-site comprehensive warranty valid for 12 months for all supplied equipment of the project.
- 3.6.2 The Bidder shall warrant that all the equipment supplied under the contract is newly manufactured and shall have no defect arising out of design, materials or workmanship or from any act or omission of the Bidder that may develop under normal use of the supplied equipment in the conditions prevailing across the country.
- 3.6.3 The Bidder shall warrant that the services provided under the contract shall be as per the Warranty Service Level Requirements given under Section-V. During the warranty, the Bidder shall perform all the functions as enunciated in Section-V at no extra cost to the Purchaser.
- 3.6.4 The cost, including visits of the engineers, etc, shall be quoted as part of the individual equipment prices. No separate charges shall be paid for visit of engineers or attending to faults and repairs or supply of spare parts.
- 3.6.5 BUIDCo shall promptly notify the Bidder about any claims arising under this warranty. Upon receipt of such notice, the Bidder shall repair/replace/reconfigure/re-provision the defective equipment or service. Replacement under warranty clause shall be made by the Successful Bidder free of all charges at site including freight, insurance and other incidental charges.
- 3.6.6 If the Bidder, having been notified, fails to remedy the defect(s) within a reasonable period specified, BUIDCo may proceed to take such remedial action as may be necessary at the Bidder's risk and expense and without prejudice to any other rights, which BUIDCo may have against the Bidder under the contract.

#### **3.7 PAYMENT TERMS**

#### 3.7.1 **For Supply, installation, commissioning, testing, training and warranty:**

- 3.7.1.1 Payments will be made in **Indian Rupees only.**
- 3.7.1.2 70% of total equipment cost against delivery at the site after successful completion of the factory acceptance tests.

- 3.7.1.3 20% of total equipment cost against successful installation and commissioning
- 3.7.1.4 10% of total equipment cost after 3 months of operation of the system.

#### 3.8 PRICES

3.8.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment

#### **3.9 PURCHASER'S RIGHTS**

3.9.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

#### 3.10 SUBCONTRACTING BY THE BIDDER

- 3.10.1 If sub-contracting for specialized work is required, the Successful Bidder will take prior permission from BUIDCo. Under all circumstances, the value of the works sub-contracted by the Successful Bidder should not exceed 25% of the Contract Price. The Bidder is required to provide the details of the activities that it proposes to subcontract to third parties.
- 3.10.2 In any case, the Successful Bidder shall be solely responsible to ensure compliance of all obligations under the contract.

#### **3.11 TIME SCHEDULE TO COMPLETE THE CONTRACT**

3.11.1 The expected timelines for the completion of the key tasks is given below:

D	Date of issue of Letter Of Award (LOA)
D + 15 days	Submission of detailed System design and drawings
D + 75 days	Supply of all items.
D + 90  days	Installation / Commissioning/Final Acceptance Cerificate

3.11.2 The Successful Bidder shall ensure that the delivery of Products/equipment and/or the delivery of the services are in accordance with the time schedules specified in Clause 3.11.1. In case of any deviation from the schedule, the Purchaser reserves the right to either cancel the Contract and/or recover Liquidated Damage charges.

- 3.11.3 The Successful Bidder, if faced with problems in timely delivery of services, which have dependencies on the Service Provider and/or the Purchaser, which are beyond their control at any time before the Final Acceptance, shall immediately inform the Purchaser in writing, about the causes of the delay and tentative duration of such delay etc. The Purchaser, on receipt of such notice, shall analyze the facts at the earliest and may at its sole discretion, extend the contract period as deemed reasonable.
- 3.11.4 Any delay by the Successful Bidder in the delivery of Products/equipment and/or the services will make the Successful Bidder liable to any or all of the following:
  - i. Forfeiture of Performance Bank Guarantee
  - ii. Imposition of Liquidated Damage charges
  - iii. Termination of the contract for default.

### 3.12 LIQUIDATED DAMAGES

If the Bidder fails to deliver any or all of the equipment or to perform the services within the time period(s) specified in clause 3.11.1, BUIDCo shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the 1% of the contract price for every week (seven days) or part thereof of delay, up to maximum deduction of 10% of the contract price. Once the maximum is reached, BUIDCo may consider termination of the contract.

#### **3.13 FORCE MAJEURE**

- 3.13.1 Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- 3.13.2 If a Force Majeure arises, the Bidder shall promptly notify BUIDCo in writing of such condition and the cause thereof. Unless otherwise directed by BUIDCo the Bidder shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such

causes, circumstances or events shall continue to prevent or delay such performance.

#### 3.14.1 GOVERNING LAWS AND JURISDICTION

The Agreement shall be governed by the laws in force in Bihar. Any dispute arising in relation to the Agreement shall be subject to the jurisdiction of the courts at Patna.

# <u>Section – IV</u>

# 4. SPECIAL CONDITIONS OF THE CONTRACT

### 4.1 GENERAL

These conditions given in this Section IV, supplement the "Instructions to the Bidders" given in Section II & "Commercial and Legal Conditions of the Contract" given in Section III and in case of any conflict, the conditions given herein shall prevail over those in Sections II and III.

## 4.2 EQUIPMENTS AND SUPPORTING SOFTWARE

All the equipment / system to be supplied shall conform to the relevant technical specifications as mentioned in Section VI of this document.

### 4.3 FACTORY ACCEPTANCE TEST (FAT)

- 4.3.1 The products/equipment shall undergo Factory Acceptance Tests at the manufacturing locations of the OEM by the Third Party designated by the Purchaser.
- 4.3.2 The Successful Bidder, at no cost to BUIDCo shall rectify any discrepancy found during and after the Factory Acceptance Tests in the products/equipment.

## 4.4 S SITE ACCEPTANCE TESTS (SAT)

- 4.4.1 The Purchaser shall carry out all the tests detailed in the Acceptance Test Schedule to be furnished by the Contractor to confirm that the performance of the different modules, sub-systems and the entire installation satisfies the specification requirements. The Purchaser reserves the right to include any other tests which in his opinion is necessary to ensure that the equipment meets the specifications.
- 4.4.2 The contractor shall rectify all deficiencies immediately, if found, in the performance of the system as per the requirement during the Site Acceptance Tests, at no cost to BUIDCo.
- 4.4.3 The cost of all test and / or analysis shall be fully borne by the contractor. Material put up for inspection shall be those to be supplied and in quantities laid down in the Schedule of Quantities. Any variation shall require the prior approval of the Purchaser before the material is manufactured/ offered for inspection.

- 4.4.4 The contractor shall advise the Purchaser at least 2 days in advance for inspection when a portion of the work is offered for inspection. The Purchaser shall carry out inspection upon receipt of such advice and of in house results/reports for the equipment/material so offered.
- 4.4.5 Even after inspection by the Purchaser as indicated above, the Contractor shall be liable for rectification of any defects observed during the course of installation or in use during Warranty Maintenance period at his own cost.

## 4.5 PERFORMANCE AND SPARES

4.5.1 The Successful Bidder shall guarantee that discontinuity of production of any item offered, as a part of the system shall not affect the maintainability of the system for a period of 5 years from the date of sign-off of the Final Acceptance Tests.

### 4.6 **DEVIATIONS**

The Bidder shall not deviate from the clauses of the tender.

#### 4.7 INSURANCE

- 4.7.1 All insurances (e.g. all risk insurance including transit, fire, theft etc., third party insurance, workmen's compensation insurance etc.) are the responsibility of the Bidder.
- 4.7.2 The period of insurance shall be from the date of delivery of products/equipment at each site till the completion of the contract period.

#### 4.8 CONSIGNEE AND SECURITY OF MATERIAL

- 4.8.1 The Purchaser shall be the consignee for all material. The contractor shall supply all material to the consignee or at the site of work as mutually agreed with the Purchaser in writing.
- 4.8.2 Security of all material in the section where the work is in progress shall be the contractor's responsibility and he shall arrange to guard the same from theft/pilferage/vandalism. The cost of providing such security shall be deemed included in the offer, whether or not explicitly mentioned so. In the event of any loss the contractor shall be responsible for the same. The contractor shall insure the materials. Any stores lost, prior to formally taking over by the Purchaser, shall be made good by the contractor at no cost to the Purchaser.

# 4.9 TECHNICAL SUPPORT FROM THE Manufacture

The bidder shall submit the confirmation from manufacturer, indicating the technical compliance, design and installation support for minimum 1 year.

#### Section – V

# 5. TECHNICAL SPECIFICATIONS

SR NO	PARTICULAR	UNIT	Tentative Quantity
	Part-A - Security systems		
1	Supply and installation of <b>Mobile Security Check (MSC) as per</b> scope of supply and services	Nos.	1
2	Supply, installation, testing and commissioning of X-ray Baggage Scanners <b>as per scope of supply and services</b> .	Nos.	1
3	Supply, installation, testing and commissioning of Hand Held Under Vehicle Scanner <b>as per scope of supply and services</b> .	Nos.	2
4	Supply , installation ,Testing and commissioning of multi zone door frame metal detector <b>as per scope of supply and services</b> .	Nos.	3
5	Supply of hand held metal detector of samarth or equivalent make with charger as per specification attached.	Nos.	6
6	Supply , testing , commissioning of Walki Talkie <b>as per scope</b> of supply and services	Nos.	12
	Part-B, Supply of Garden Furniture		
1	Fabrication, Supply and installation of barricading system <b>as per scope of supply and services</b> .	RM	30
2	Fabrication , supply and installation of Stainless steel 304 grade <b>bench canopy as per scope of supply and services</b>	Nos.	8
3	Supply and installation of Stainless steel 304 grade canopy around the existing tree guard as per scope of supply and services	Nos.	4

# PART A, Sr .No: 1 Mobile Security Check shelter

Design, Fabrication, Supply and installation of **Mobile Security Check (MSC)** made as per drawing of size  $18' \times 18' \times 8'$  with provision of placing Baggage scanner and two number of door frame metal detector, one for male and one for female.

Separate covered space of 4' x 4' shall be provided as women frisking cabin.

Stainless steel section of size 150 mm x150 mm shall be used to form basic structure. SS sheet of 1.5mm thickness and section of 75 mm x 50 mm shall be used for making frame structure of SS 304 Grade. ACP, Ppolycarbonate and Vinyl flooring shall be used in the making of MSC. MSC shall be provided with two number of power point and two number of ceiling concealed LED lights. Wiring shall be concealed and wires shall be covered with PVC tubes of 25 mm OD.

Two numbers of Digital cameras shall be provided on front side for live video footage along with provision of points to connect them with the main security system.

MSC shall be moveable so that it can be shifted at the time of relocation. Dragging arrangement should be hidden and collapsible so that MSC require minimum space at the time of parking.

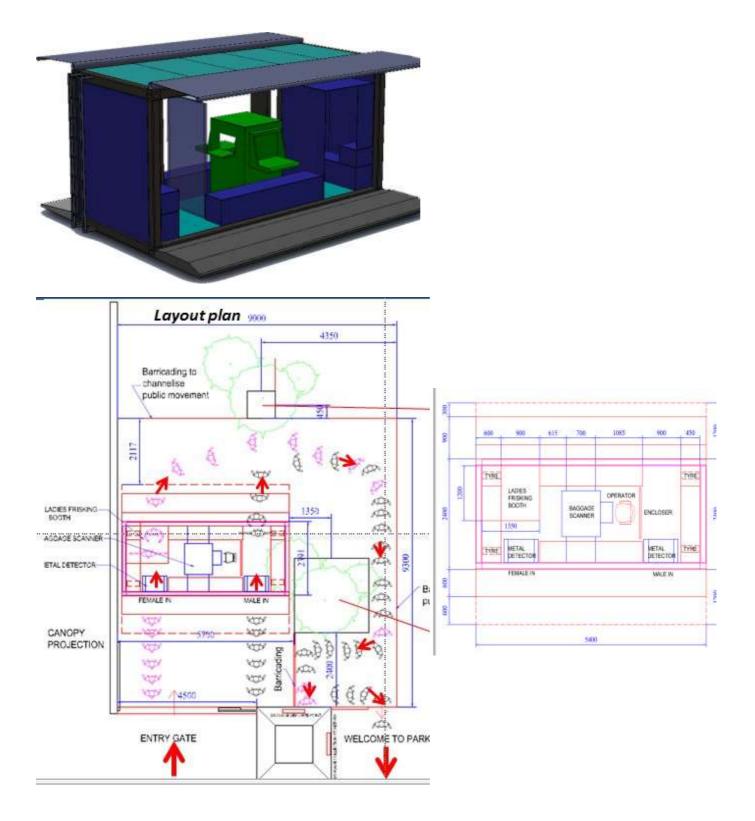
Six number of Aluminum sheet covered sloped platform should be provided at both end for smooth public movement as per drawing.

2 nos of 4 meter long remote/switch controlled operated canopy at both ends shall be provided to get shade at both ends fixed on the top of MSC at both ends as per drawing.

Remote/switch controlled operated ,lockable 4 meter long Aluminum shutter to be provided at both side of MSC to close it at the time of non use. All security equipment can be placed safely in that and there is no need for separate space.

4 number of 8' long counters to be provide for baggage assistance and placing goods at the time of security check.

28 sq feet Space for Notices and warnings etc shall be provided at the front side. One number of speaker system for making announcements/ warnings etc. shall also be provided. An indicative Drawing is given below:



# PART A, Sr .No: 2 - X Ray Baggage Scanner

Supply, installation, testing and commissioning of X-ray Baggage Scanners of Rapiscan or equivalant of dimensions of 2082 mm (min Length), 840 mm (Minimum Width) and 1382 mm (Minimum Height), tunnel size 620 mm (W) x 420 mm (H) complete with LCD color monitors, PS of sufficient capacity with half an hour back up and other accessories as required as per specification given below:

#### Specifications

- 1. Baggage type-the machine should be capable of scanning hand bags and very flat objects.
- 2. Tunnel should be capable of scanning the baggage size of 300 mm (height) x 500 mm (width).
- 3. Penetration should be up to 27 mm or more thicknessof steel at 140 KVA.
- 4. Resolution The machine should be able to display a single insulated copper wire of 38 AWG. All penetration and resolution condition must be available imultaneously without operator intervention.
- 5. Film safety- Photographic films should not be damaged due to X-ray radiation. The machine should be film safe in compliance with ISO 1600/33 DIN.
- 6. X-ray dose The radiation level should not exceedaccepted health standard i.e., within 0.1 m R/hr at adistance of 5 cm from external housing.
- 7. X-ray beam divergence-The X-ray beam divergence should be such that the complete image of maximum sizeof bag is displayed without corner cuts.
- 8. X-ray- Inspection Facility for variable contrast should be incorporated to allow enhancement of lighter and darker portion of the image. System should have facility of variable Gamma, organic & inorganic stripping, baggage counter.
- 9. Audio Visual alarm If the machine fails to penetrate a particular item, then both audio and visual alarm should be generated with the visual alarm confined within the non penetrating material, to notify the operator.
- 10. Defective diode- In case of defective diode arrays, the scanning should be disabled and error message should be displayed on the screen. However, the scanning should be programmable, so that if the defective diodes are less than the programmable value of the detector set, scanning should be enabled.
- 11. Lead impregnated safety screens- Lead impregnated safety screens should be available at either ends of the tunnel.
- 12. Idle rollers should be provided at either ends of the tunnel to facilitate placing of baggage at the input and output points.
- 13. Conveyor height shall be in the range of 750-850 mm.

- 14. Conveyor belt speed should be between 0.2-0.3 Mtrs. per second for handbags
- 15. Input / output rollers system The input and output frame shall be provided with rollers of length 600 mm on each side with barrier frame to prevent bags falling off.
- 16. Conveyor load Minimum125 kg. distributed over the conveyor.
- 17. Operating temperature should be 0°C to 50°C and storage temperature :-20°C to 50°.C
- 18. Duty cycle should be 100% and the system should be ready for operation within 2 mins in case of power failure.
- 19. Power Conditioning Suitable Servo Stabiliser with inbuilt Isolation Transformer should be provided.
- 20. Bi-directional scanning facility should be provided without holding any switch.
- 21. The machine should comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. The supplier should furnish Approval Certificate from Atomic Energy Regulatory Board (A.E.R.B) of India regarding radiation safety.
- 22. Operational Safety- Emergency stop switch at both the ends of tunnel should be provided
- 23. User Manual Two sets of operator manual should be provided with the system.
- 24. X-ray Generator
  - a) Anode voltage: 140 KV to 160 KV (Typical range)
  - b) Cooling: Hermetically sealed oil bath
  - c) Beam direction: Diagonal / vertically upward from Bottom to top
  - d) Tube current: 0.7 mA to 1mA (Typical range)
- 25. Image Generating System
  - a) 30 Image presentation- The system should be able to produce clear color & Monochrome images on a colour monitor with minimum of 1024 x 768 pixels, 17" size SVGA, TFT Monitor.
  - b) Image features should be keyboard controllable.
  - c) Zoom facility should be available to magnify the chosen area of an image up to eight times or more.
  - d) The system should be capable of recalling 15-20 previous images.
  - e) The system should have the capability of archiving not less than 10000 images.

- f) Grey levels Approximately 4096 Grey levels should be stored.
- g) Computer shall be P IV latest model with minimum 512 MB RAM or more & DVD Writer & hard disk capacity of 160 GB or more

26. Software Specifications

- Single software- The system should work on one software only
- Keyboard control- All operating software features should be Controlled from keyboard of machine only.
- Keyboard function should be user friendly.

#### Threat Image Projection (TIP) Software

Password protection - All software features of machines should be 'online" and password" protected".

**On-line recording & storage**- The system should have online recording facility and the image files should be transferable to CD

**Report facility** - The system should have software controlled diagnosis report facility and the system should give printout, if printer is connected.

No rebooting The system should not require rebooting to enable / disable a software feature

**Supervision & training** – operators TIP software facility should be incorporated in the offered X-ray machine to assist supervisors in testing the operator's alertness and training, X-ray screener / operators to improve their ability in identifying specific threat object.

**Image library** - The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 firearms as well as CDs, floppies, thumb devices, etc.,in various sizes, shapes, locations and orientations.

**Expansion of TIP library** - The system should have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.

**Realistic images** The image library should contain images of threats at different orientations – both plane and end-on orientation should be used. All image projection images should be realistic, representative and non distinguishable from real threat items.

**Image analysis** - Once the screener / operator has responded to identify the computer generated threat image, it should remain on the screen for a predefined user programmable time for analysis. The image should be highlighted, upon identification, and feedback message shall be visible to the screener / operator.

BUIDCO

**System Administrator** - The threat image projection facility should have details of user database such as screener / operator name, user ID number, level of access such as screener /operator and Administrator with password.

**Restricted Access** - Access to startup menu should be restricted only to authorized individuals. A login procedure by means of 'Password' or 'Security Key' should be provided to achieve restricted access.

Login time The login procedure should not take more than 20 seconds.

**Facility to bypass TIP** - The system should have facility to bypass the TIP facility, if programmed so, by the system Administrator. It is to be ensured that the TIP software should not be a hindrance to normal functioning of X-ray machines.

**Messages** - When operator logs in or logs out, appropriate messages should be displayed on the Screen to confirm that the operator has been correctly logged in or logged out.

**Storing data** - All TIP data should be stored in the system database for a minimum period of two months, after it has been downloaded. No individual, regardless of access rights to the TIP components should be able to delete or amend any of the TIP data i.e.TIP data on the actual x-ray machine should be stored as read-only files.

**Feedback**- The feedback should clearly indicate onscreen that a TIP object has been correctly identified / TIP object has been missed/No TIP object was present. No message needs to be presented if the screener/operator correctly passes a clear bag.

**Feedback to the screener/operator**- Different colour coding should be used for feedback to the screener/operator.

**Daily log** - The system should automatically prepare the daily log of events for each shift and for each screener/operator performance.

**Contents of TIP log** TIP log should indicate particulars of name of the screener/operator, time and date of threat image projection, whether threat image was successfully identified or missed, etc.

**Report-** The report on TIP system should have date and time (from-to) as per requirement, screener/ operator particulars and decision/outcome such as 'HIT', 'MISS' or 'FALSE ALARM' in percentage as well in absolute numbers, number of bags screened, categories of threat objects such as explosives devices, knife, weapon, etc.

**Types of reports-** The system should be able to generate daily, weekly, monthly reports as well as for any given time and period.

#### **Combined Test Piece (CTP)**

Supply details: The agency should provide a CTP for regular testing of the system by the user.

Training on system operation: It should be imparted to a group of 8 to 10 operators, every 3 months during warranty period.

Automatic Detection of Threat object- The system should be able to automatically detect any threat object by highlighting the suspect area with a ring of appropriate colour.

Typical sketch is given below:



# PART A, Sr .No: 3 - Hand Held Under Vehicle Scanner

#### General

Supply, Installation, Testing and commissioning of camera based system with IR Sensors with 4" High Resolution LCD Screen having castor wheels for smooth operation under the vehicle as per specification given below:

#### Specification

Camera Type	<ul> <li>Colour Camera with IR Sensors.</li> <li>Camera sensors adapts to low light conditions.</li> <li>Able to change from colour to black&amp;white in low-light conditions.</li> </ul>
Camera Movement	360° with tilt.
Monitor	4" Hi-resolution LCD screen.
Telescopic Pole	<ul> <li>Extend from 90 cm to 180 cm (min).</li> <li>Non – Rotational, lightweight, aluminum pole with rubber grip.</li> </ul>
Castors	Three swivel castor wheels for smooth operations.
Battery	<ul> <li>Type – Sealed Lead acid battery</li> <li>Voltage – 12V DC</li> <li>Charger- 12V</li> </ul>
Operational Features	<ul> <li>Modular design to allow the operator to change from under vehicle search mode to pole camera mode.</li> <li>No tools should be required to change from one mode to another.</li> <li>Manual swivel and tilt function making it easy for the operator to point camera in any direction of the end of the pole.</li> </ul>
Weight	<ul> <li>Light weight Aluminum construction.</li> <li>Moulded locks, handle and arm rest.</li> <li>Moulded torch mounting.</li> </ul>

Indicative picture is given below:



# PART A, Sr .No: 4 - Multi Zone Door Frame Metal Detector

Supply, Installation ,Testing and Commissioning of Multi Zone Door Frame Metal Detector of Rapsican Make or equivalent make meeting with the limits set by international standards for human safety and be safe for wearers of heart pacemakers, pregnant women and magnetic recording materials as per specification given below:

#### Specifications

Ambient Operating Temperature	From -20° C to + 60° C (From -4° F to +140° F)
Humidity	0 to 95%, no condensation
Protection	IP 55 (EN 60529)

Power Supply	Mains: 90-264V AC/50-60Hz
	Battery: 12V DC
	Consumption: 50W (AC), 40W (DC) Fuse: TIA 5x20 mm
	Power cord length: 2.5 m (8.2 ft).
Battery Backup	8 hours of run time when no power is available
Alarm	Audible/visible alarm.
	Alphanumeric display and Zone Display. Relay contact for remote alarm (SPDT)
Sensitivity	100 sensitivity steps in each program. Separate horizontal zones with independently adjustable sensitivity from 0-200%.
Calibration	Automatic or manually set.
Interference	Digital filtering by signal processor. Several operating frequencies to
Suppression	suppress local electrical noise.
Warranty	Two (2) years, parts
Network Connections	Ethernet
Dimensions	Interior: Min 700 mm Width x Interior: Min. 2000 mm Height
Shipping	Total: shipping weight: 75.5 kg (166.4 lbs) shipping volume: .47 m3
	(16.5 cu ft)
Weight & Volume	Net Weight: 59 kg (130 lbs)
	Coils: shipping weight: 55.5 kg (122.4 lbs) shipping volume: .35 m3 (12.37 cu ft)
	Cross bars + electronics: shipping weight: 20 kg (44.1 lbs) shipping volume: .12m3 (4.2 cu ft)

# PART A, Sr .No: 5 - Hand Held Metal Detector

Supply, Installation, Testing and Commissioning of Hand Held Metal Detector of Rapsican Make or equivalent make with circular opening pinpointing metal objects, both ferrous and non ferrous, be of light weight (260 g) and with a wrist strap as per specification given below:

#### Specifications

Ambient Operating	From 0° C to 50° C
Temperature	
Powersupply	Standard 9 V battery or rechargeable NiMH battery
Battery Life	Alkaline battery 120 h
	Rechargeable NiMH battery (170 mAh) 40 hrs
Sensitivity	Three settings
	Level 1: Small handguns and knives
	Level 2: Razor blades, handcuff keys
	Level 3: .22 caliber bullet, metal shanks
Operation	3-way Push button
Alarm	<b>Visual Indications.</b> Should have distinct visual indications for following operations :-
	System on.
	Detection.
	Low battery.
	Charging on
	Audio Alarm.
	Audio alarm to be loud enough for operation to hear clearly till the end of battery life.
	Should also give an idea about the size of the objects detected by the length of beep in case of single beep instrument and by the number of beeps in case of multi-beep instrument

# PART A, Sr .No: 6 - Walki Talkie

Supply, testing, commissioning of Walki Talkie of samarth or equivalent with Battery Life of 48Hrs, Torch-LED and Range of 1Km, with Warranty-1Year on radio. Battery type-should be 2200 MAH, Power-2 Watt and No of Channels-16

#### Warranty / Defect Liability Period

- a) The Contractor shall warrant that the goods supplied under the contract conform to technical specifications prescribed and shall perform according to the said technical specifications.
- b) The Contractor shall warrant for a period of 12 months from the date of acceptance or date of installation and commissioning, whichever is later, that the goods/stores supplied under the contract and each component used in the manufacture thereof shall be free from all types of defects/failures.
- c) If within the period of warranty, the goods are reported by the Purchaser to have failed to perform as per the specifications, the Contractor shall either replace or rectify the same free of charge, within a maximum period of 30 days of notification of such defect received by the Contractor, provided that the goods are used and maintained by the Purchaser as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Contractor. The Contractor shall undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Purchaser and the Contractor.
- d) The Contractor shall warrant that necessary service and repair back up during the warranty period of the equipment shall be provided by the Contractor and he will ensure that the downtime is within 10% of the warranty period.
- e) The Contractor shall associate technical personnel of the Maintenance agency and Quality Assurance Agency of the Purchaser during warranty repair and shall also provide the details of complete defects, reasons and remedial actions for defects.
- f) If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 25% of the warranty period, the complete equipment shall be replaced free of cost by the Contractor within a stipulated period of **30** days of receipt of the notification from the Purchaser. Warranty of the replaced equipment would start from the date of acceptance by the Purchaser/date of installation and commissioning.

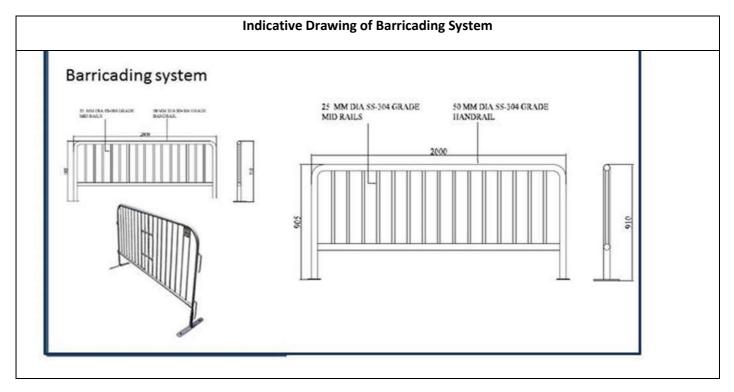
#### Training

The Contractor should train the security personnel of the Purchaser for one month at the time of installation and thereafter at every 3-months interval during warranty period.

# PART B, Sr .No: 1 – Barricading System

Supply and installation of barricading system of modular design, each module of 2000 mm length and 905 mm high fabricated out of SS-304 grade steel with 50 mm handrail and 25 mm mid rails.

Indicative sketch is given below:



# **Bench Canopy**

Fabrication, supply and installation of Stainless steel 304 grade **bench canopy** as per the drawing in SS -304grade fins with satin finish and 10mm thick polycarbonate multiwall sheet on roof from sabic plastic products or equivalent complete in all respect along with it aluminum fittings .18mm thick gang saw cut mirror polished granite/wood plastic composite wooden planks will be fixed on top of the existing missionary in a curve shape seating as per attached drawings/image.

Indicative sketch is given below:



# PART B, Sr .No: 3 – Tree Guard

Supply and installation of Stainless steel 304 grade canopy around the existing **tree guard** with laser cut SS -304 grade fins with satin finish and 10mm thick polycarbonate multiwall sheet on roof from sabic plastic products or equivalent complete in all respect along with it aluminum fittings SS-304 grade tree grate with laser cut design cutout patterns for water penetration will be fixed at the center and 18mm thick gang saw cut mirror polished granite/wood plastic composite wooden planks will be fixed on top of the existing masionary in a curve shape seating as per attached drawings/image.

Indicative sketch is given below:



## Section – VI

## 6 SCOPE OF WORK

## 6.1 GENERAL

BUIDCo is responsible for the development, maintenance and management of Security system and the Garden furniture at Buddha Smriti Park, Patna entrusted to it and for matters connected thereto.

- 6.1.1 BUIDCo intends to install such systems at Buddha Smriti Park, Patna.
- 6.1.2. The scope of work would involve a complete turnkey solution comprising design, supply, installation, testing and commissioning as per name of the work.

## 6.2 DESIGN

6.2.1 Within 2 weeks of being awarded the contract, the contractor shall conduct the site survey and submit the design to BUIDC0 for approval.

## 6.3 SUPPLY

6.3.1 Supply of all equipment, material, components, accessories, mounting hardware, software, wires and cable for connection, wire ways, cable conduit and trays, equipment racks, nuts & bolts, etc. for the various items.

## 6.4 SUPPLY INSTALLATION, TESTING AND COMMISSIONING

## 6.4.1 INSTALLATION & WIRING

6.4.1.1Installation & wiring of all equipment, components and accessories of subsystems. The bidder shall submit the list of all equipment, components and accessories with the bid. All equipment shall conform to the specifications.

## 6.4.2 TESTING

6.4.2.1Testing of equipment/systems to be carried out as per the specification provided for individual equipment in each section.

6.4.2.3 During the Site Acceptance Testing (SAT), BUIDCo will verify the installed systems.

#### 6.5 DOCUMENTATION

6.5.1 The contactor shall supply the following sets of documents. All documents shall be in English language. An index of all hand books, drawing etc. Shall be available with each set.

- (a) Installation manual
- (b) Equipment layout drawings
- (c) Cabling and wiring diagrams
- (d) Equipment installation drawings
- (e) Operations Manual

#### 6.6 DRAWINGS TO BE SUBMITTED BY CONTRACTOR:

The contractor shall submit the layout drawings of the Mobile security Check Point and Fabrication drawings of Garden Furniture as well as Barricading system

#### 6.7 SERVICE LEVEL REQUIREMENTS – SLA:

6.7.1 The contractor shall ensure system uptime of 90%.

### Section VII

Form - 1

## SIMILAR WORK EXPERIENCE Declaration for clause 2.17.1 (ii)

From,

(Name and Address of Bidder)

.....

To,

Managing Director, Bihar Urban Infrastructure Development Corporation Ltd Patna.

Sl	Name of the	Purchase	Project	Brief	Date of	Completion	
No	client	Order (P.O.)	Value in	Scope of	Successful	certificate attached	
	organization	No & Date of	INR	Work	Completion		
		Issue of P.O.					
1	Supply and Ir	stallation of secu	rity systems		I	<u> </u>	
2	Fabrication of SS items						

Yours truly,

(Signature of Authorized Signatory)

BUIDCO

### Section VIII

	TECHNICAL BID					
	BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LIMITED					
Nan	ne of Work	Design, Supply and Installation of Mobile Security check Point and its Anciliaries with Traffic Channel Management at Buddha Smriti Park, Patna on Turnkey Basis				
Esti	mated Cost	Rs. 80.24 Lac.				
Date	e of Tender					
			Name and address of the Bidder			
SI No	Categories	Sub Categories				
1	Submission of complete requisite papers for Eligibility of Bid	Required Bank Draft against Cost of Bid Document				
		Required Earnest Money				
		Registration with BUIDCo / other departments of Government of Bihar				
		PAN Card				
		VAT Registration Number				
2	Average Annual Financial Turnover (AATO) of last three financial years	2011 - 2012 (Rs in Lac)				
		2012 - 2013 (Rs in Lac)				
		2013 - 2014 (Rs in Lac)				
3	Previous Experience of doing similar work during last 5 years duly certified by Client	Experience of doing similar work (Rs in lac)				
4	Previous Experience of Fabrication work with SSdoing similar work during last 5 years duly certified by Client	Experience of Supply and Installation of security system (Rs in lac)				
5	Undertaking	Undertaking that bidder has not abandon any project which was taken up by him.				
		Undertaking that bidder has not been debarred by the employer of previous work.				

#### **BID FORM**

Bidder's Ref. No. -----Date:

To:

[Name and address of Employer]

#### [Name of Facilities]

Ref.: Your Tender no.\_\_\_\_\_ Dear Sir,

Having examined the bidding documents, including Addenda, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions therefrom that you may require.

We undertake, if our bid is accepted, to commence execution of work of the Facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid.

If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

We agree to abide by this bid, which consists of this letter and Attachments hereto, for a period of 180 (One hundred & eighty) days from the date fixed for submission of bids as stipulated in the bidding documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Dated this day of , 2014 . \_\_\_\_\_ [signature] In the capacity of \_\_\_\_\_\_ [position]

Duly authorised to sign this bid for and on behalf of \_\_\_\_\_ [name of bidder]

#### FORM OF CONTRACT

THIS /	AGREE	MENT	made	the _		day of		, betv	ween
						_of	(he	ereinafter	"the
Purcha	ser"),	of	the	one	part,	and			of
					(hereina	after "the	Supplier"), of the other part:		

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., \_\_\_\_\_\_\_ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of \_\_\_\_\_\_ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) The Purchaser's Notification to the Supplier of Award of Contract;
  - b) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - c) The Particular Conditions to Contract;
  - d) The General Conditions to Contract;
  - e) The Schedule of Supply; and

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

- 3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of \_\_\_\_\_\_ on the day, month and year indicated above.

Signed by \_\_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_\_ (for the Supplier)

#### **BID SECURITY**

#### (On Non-Judicial Stamp Paper of Rs 1000 or appropriate value)

Address		of	the	Bank)
Guarantee No.				
A/c Messrs ( <b>Na</b>	me of Bidder)			
Date of Expiry				
Limit to liability ( <i>currency &amp; amount</i> )				
Invitation For Bid No.	dated			
For	(Name of Facilit	ties)		
Subject : Bid Secu	rity Bank Guarant	ee.		

Date..... 2014

То .....

.....

[Name and Address of Employer]

Dear Sir,

In consideration of the \_\_\_\_\_\_ (*Name of Employer*)(hereinafter called "Employer") which expression shall unless repugnant to the subject or context include his successors and assigns having agreed to exempt M/s \_\_\_\_\_\_ (hereinafter called "Bidder") from demand under the terms & conditions of the tender (hereinafter called the said "Bidding Document") issued by the Employer vide No. \_\_\_\_\_\_ for the works \_\_\_\_\_\_ (*Name of the Facilities*) from deposit of Bid Security in the form of Demand draft/ cheque for the due fulfillment by the Bidder of the terms and conditions contained in the said Bidding Document including any amendments thereto on production of Bank Guarantee for Rs. / \_\_\_\_\_\_ (*Rupees* only) (*figure in words*).

BUIDCO

- 2) Notwithstanding anything to the contrary we agree that your decision as to whether the Contractor has committed a breach of any terms and conditions of the contract shall be final and binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.
- 3) We undertake to pay to you any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / supplier(s) in any suit or proceeding pending before any court or Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder.
- 4) This guarantee shall come into force from the date of issue of this guarantee and shall remain irrevocably valid and inforce initially upto \_\_\_\_\_\_ unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_\_ we shall be discharged from all liability under this guarantee.
- 5) We \_\_\_\_\_\_ Bank Ltd. further agree with you that you shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and we shall not be relieved from our liability by reason of any such variation.
- 6) It shall not be necessary for the Employer to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which Employer may have obtained from the Bidder at this time when proceedings are taken against Bank hereunder be outstanding or unrealised.
- 7) We \_\_\_\_\_\_ Bank Ltd. further undertake to unconditionally pay the amount claimed by the Employer merely on demand and without protest or demur to the extent aforesaid.
- 8) Notwithstanding anything contained herein before our liability under this guarantee is restricted upto a sum ...... (currency and amount) and shall expire on ..... unless a claim or demand is made on us in writing within the three months of expiry date all your rights shall be forfeited and we shall stand relieved and discharged from our liabilities hereunder.
- 9) We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the constitution of the Employer or the Bidder or the said Bank shall not discharge our liability hereunder dated \_\_\_\_\_\_ day of \_\_\_\_\_\_ 200.. \_\_\_\_ for \_\_\_\_\_\_ Bank Ltd.

Yours faithfully

#### PERFORMANCE SECURITY

**The Managing Director** Bihar Urban Infrastructure Development Corporation Limited, #303, 3<sup>rd</sup> Floor, Maurya Tower, Maurya Lok Complex, Budha Marg, Patna -800 001

Contract No. . . . . . . . . . . . . . . . . . Date . . . . . . . . .

- 1. This Deed of Guarantee made this day of \_\_\_\_\_\_ between Bank of \_\_\_\_\_\_ (hereinafter called the "Bank") on the one part, and \* \_\_\_\_\_\_ (hereinafter called "the Purchaser") of the other part.
- 2. Whereas <u>Managing Director, Bihar Urban Infrastructure Development Corporation Limited</u> has awarded the Contract for (<u>Description of Item</u>). (hereinafter called the Contract) to: \_\_\_\_\_\_\_ (Name of Contractor) (hereinafter called the Contractor).
- 3. AND WHEREAS the Contractor is bound by the said Contract to submit to the Purchaser a Performance Security for a total amount of Rs. \_(Amount in Figures and words).
- 4. NOW, WE THE UNDERSIGNED \_\_\_\_\_\_(Name of Bank)\_\_\_\_\_ do hereby unconditionally and irrevocably undertake to pay to the Purchaser an amount not exceeding Rs.\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_ only) without any demur, merely on a demand in writing from the Purchaser stating that the amount claimed is due and payable by the Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. We, the Bank, further undertake to pay to the Purchaser (BUIDCo) any money so demanded notwithstanding any dispute raised by the Contractor in any manner whatsoever and our liability under these presents is absolute, unconditional, unequivocal and irrevocable.
- 5. We, the Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement.
- 6. This Guarantee is valid for a period of \_\_\_\_\_\_ (Duration in calendar months in figures and words) from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six (6) months longer than the anticipated expiry date of Annual Maintenance Contract as stated in the 'General Conditions of Contract'. We undertake not to revoke this guarantee during its currency without the written consent of the Purchaser.
- 7. At any time during the period in which this Guarantee is still valid, if the Purchaser agrees to grant a time extension to the Contractor or if the Contractor fails to complete the works within the time of completion as stated in the Contract, or fails to discharge itself of the liability or damages or debts as stated under Para 5, above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Purchaser and at the cost of the Contractor.

- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the Contractor.
- 9. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment hereof shall in no way relieve the Bank of their liability under this deed.
- 10. We, the Bank, undertake not to revoke this Guarantee except with the previous consent of the Purchaser in writing. This Guarantee shall be valid up to \_\_\_\_\_\_ and we undertake to renew/extend this Guarantee from time to time till the completion of performance by the Contractor of its obligations under the Contract and/or as demanded by the Purchaser.
- 11. The expressions "the Purchaser", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assignees.

In witne	ess whereof I/We c	of the Bank have signed and sealed this guarantee on the	day
of	2012	being herewith duly authorised.	

For and on behalf of the \_\_\_\_\_Bank

Signature of authorised Bank official Name : Designation : Stamp/Seal of the Bank :

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_\_ in the presence of :

Witness 1.

Signature Name Address

Witness 2.

Signature Name Address

## Section IX

## FINANCIAL PROPOSAL

# FINANCIAL BID

Design, Supply and Installation of Mobile Security Check point and its anciliaries with traffic channel Management at buddha Smriti Park at Patna on Turnkey basis CONTRACT PACKAGE NO. : BUIDCO/Yo-382/2014-15

1	Estimated Cost	Rs. 80.24 La	Lacs
2	Earnest Money	Rs. 1.605 La	Lacs.
3	Cost of Bid Document	Rs. 9382/-	
4	Bid processing Fee (Beltron)	Rs.5618/-	
5	Time of completion	03 (Three) months	
6	Name of the Contractor	:-	
7	Address of the Contractor	:-	

# Financial Bid

Sr No	Particulars	Quantity	Unit	Rate	Amount
1	Supply and installation of Mobile Security Check (MSC) as per scope of supply and	1	No		

	services			
	Supply installation			
2	Supply, installation, testing and commissioning of X- ray Baggage Scanners as per scope of supply and services.	1	No	
3	Supply, installation, testing and commissioning of Hand Held Under Vehicle Scanner as per scope of supply and services.	2	No	
4	Supply , installation ,Testing and commissioning of multi zone door frame metal detector as per scope of supply and services	3	No	
5	Supply of hand held metal detector of samarth or equivalent make with charger as per specification	6	No	
6	Supply, testing, commissioning of Walki Talkie as per scope of supply and services	12	No	
7	Fabrication, Supply and installation of barricading system as per scope of supply and services.	30	Mtr	
8	Fabrication, supply and installation of Stainless steel 304 grade bench canopy as per scope of supply and services	8	No	
9	Supply and installation of Stainless steel 304 grade canopy around	4	No	

the existing tree guard as per scope of supply and services		
	Total Rs. In figures	0
	Total Rs. In Words	

#### FINANCIAL BID

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### **Financial Bid**

Sr No	Particulars	Quantity	Unit	Rate	Amount
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3	Supply, installation, testing and commissioning of Hand Held Under Vehicle Scanner as per scope of supply and services.	2	No		
4	Supply , installation ,Testing and commissioning of multi zone door frame metal detector as per scope of supply and services	3	No		
5	Supply of hand held metal detector of samarth or equivalent make with charger as per specification	6	No		
6	Supply , testing , commissioning of Walki Talkie as per scope of supply and services	12	No		
7	Fabrication, Supply and installation of barricading system as per scope of supply and services.	30	Mtr		
8	Fabrication, supply and installation of Stainless steel 304 grade bench canopy as per scope of supply and services	8	No		
9	Supply and installation of Stainless steel 304 grade canopy around the existing tree guard as per scope of supply and services	4	No		
		Total Rs. In	n figures		0
		Total Rs. Ir	n Words		

## TECHNICAL BID

	BIHAR URBA	N INFRASTRUCTURE DEVELOPMENT	CORPORATION LIMITED			
Nam	e of Work	Design, Supply and Installation of Mobile Security check Point and its Anciliaries with Traffic Channel Management at Buddha Smriti Park, Patna on Turnkey Basis				
Estir	nated Cost	Rs. 80.24 Lac.				
Date	of Tender					
Sl No	Categories	Sub Categories	Name and address of the Bidder			
1	Submission of complete requisite papers for Eligibility of Bid	Required Bank Draft against Cost of Bid Document				
		Required Earnest Money				
		Registration with BUIDCo / other departments of Government of Bihar				
		PAN Card				
		VAT Registration Number				
2	Average Annual Financial Turnover (AATO) of last three financial years	2011 - 2012 (Rs in Lac)				
		2012 - 2013 (Rs in Lac)				
		2013 - 2014 (Rs in Lac)				
3	Previous Experience of doing similar work during last 5 years duly certified by Client	Experience of doing similar work (Rs in lac)				
4	Previous Experience of Fabrication work with SSdoing similar work during last 5 years duly certified by Client	Experience of Supply and Installation of security system (Rs in lac)				
5	Undertaking	Undertaking that bidder has not abandon any project which was taken up by him.				
5	enderaking	Undertaking that bidder has not been debarred by the employer of previous work.				