



SEEPZ SEZ AUTHORITY

OPEN COMPETITIVE BIDDING

(Rebidding using E- Procurement mode on Central Public Procurement Portal)

REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP) FOR PROCUREMENT OF BAGGAGE SCANNERS WITH SPECIFIED FEATURES

SEEPZ – SEZ, Mumbai

Tender Ref. No.: SEEPZM-IT/4/2025-PROC

Date of Issue: 31.05.2025

ISSUING AUTHORITY:

Deputy Development Commissioner & Estate Manager, SEEPZ- SEZ, Mumbai

Postal Address: SEEPZ SEZ, MIDC Central Road,
Andheri East, Mumbai 400096.

E-Mail: dcseepz-mah@nic.in

Helpline No.: 022-28290856

Landlines: 022-28294728/29

(From 10:00 A.M. to 6:00 P.M.)

Key information at a glance

SN	Item	Description
1	Tender Ref. No.	SEEPZM-IT/4/2025-PROC
2	Tender Title	Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features
3	Cost of Bidding Documents	Bidding documents can be downloaded from the following websites: https://eprocure.gov.in/eprocure/app http://seepz.gov.in/tender.aspx
4	Date of Tender Publishing	31.05.2025
5	Date and time for physical visits of prospective bidders to SEEPZ-SEZ premises are permissible	05.06.2025, 10 am - 5:00 pm
6	Date and time for submitting for Pre Bid queries	06.06.2025, 3:30 pm
8	Date and Time for Pre bid	09.06.2025, 3:30 pm
9	Last date and time for Submission of Bids (Technical + Financial Bids)	23.06.2025, 3:30 pm
10A	Date of opening of Technical Bids	24.06.2025, 4:00 pm
10B	Tentative date for publication of technical Results	TBD
11A	Tentative date for opening of Financial evaluation results	TBD
11B	Expected date of Award of Contract	TBD
12	Acceptance of Work Order	Within 03 working days of communication

	Tender Contact / Helpline Details	<p><u>Primary Tender Custodian (PTC):</u> Shri Hanish Rathi, ADC eProcurement Contact: 022-28294757/7976067037, Email-hanishr.g171701@gov.in</p> <p><u>Roles of PTC:</u></p> <ol style="list-style-type: none"> 1. All preliminary queries/ telephone queries can be addressed to PTC. 2. PTC maintains a dedicated call log / e-mail received chronologically for the specific tender.
13		<ol style="list-style-type: none"> 3. Provides response on email after due internal approval by Competent Authority. 4. Intimates / responds all prospective bidders of timelines including pre-bid, corrigendum etc. 5. Organize / support and facilitate all field / site visits. 6. Responds to queries and clarifications sought after due approval of the reply being furnished by Competent Authority. 7. Supervising the work and timely report to DDC. 8. Supervises Pre-bid meeting arrangements and issue of corrigendum's / clarifications. 9. Overall Supervision of all aspects related to the tender process.
14	Link for accessing training schedule regarding use of e-procurement portal by bidders may be found at:	https://eprocure.gov.in/cppp/trainingdisp
15	Authority to be contacted in case of any clarification / request for entry permission for physical visit	<p>Name: Shri Hanish Rathi Designation: Assistant Development Commissioner Email: hanishr.g171701@gov.in Contact: 022-28294757/7976067037</p>
	Help Desk No. (For E-Procurement)	<p>eProcurement Helpdesk nos. (New Delhi)</p> <p>0120- 4200462, 0120-4001002, 0120-4001005</p>

Disclaimer

- (a) This RFQ cum RFP is not an offer or agreement from the Procuring Entity to prospective Bidders or any other party. Rather, its purpose is to provide information that may assist Bidders in formulating their proposals.
- (b) The Procuring Entity does not guarantee the accuracy, reliability, or completeness of the information in this RFP. It is not possible for the Procuring Entity to address the specific needs of each party reading the RFP. The RFP includes assumptions and assessments made by the Procuring Entity, but these may not contain all the information each Bidder requires. Bidders should conduct their own investigations and analyses to verify the information.
- (c) The Procuring Entity will not be liable for any loss, expense, or damage arising from this RFP, the award of the Assignment, or the selection process. Bidders cannot rely on statements made in this RFP.
- (d) The Procuring Entity is not responsible for delays in receiving proposals. Issuing this RFP does not obligate the Procuring Entity to select a Bidder or award the Assignment. The Procuring Entity reserves the right to accept or reject any or all proposals at any stage without explanation and may choose to withdraw the process at any time.
- (e) The information provided is not a complete account of statutory requirements and should not be treated as a definitive legal statement. The Procuring Entity does not accept responsibility for the accuracy or interpretation of the law as expressed herein.
- (f) The Procuring Entity reserves the right to modify or amend any part of this RFP document. Any revisions will be made available on the <https://eprocure.gov.in/eprocure/app> Portal.
- (g) The Procuring Entity reserves the sole and unfettered right to take the following actions at any time, without incurring any obligation or liability:
 - i. Suspend or cancel the Selection Process, or amend, supplement, or modify the dates or other terms and conditions related to the Selection Process.
 - ii. Consult with any Bidder to seek clarification or additional information.
 - iii. Retain any information and/or evidence submitted by or on behalf of any Bidder.
 - iv. Independently verify, disqualify, reject, and/or accept any and all submissions or other information and/or evidence provided by or on behalf of any Bidder.

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Section 1-Notice Inviting Bids (NIB)

Tender Ref. No: SEEPZM-IT/4/2025-PROC

Date: 31.05.2025

Tender Title: Procurement of Baggage scanners with specified features

1. The SEEPZ SEZ authority invites online bid from eligible bidders.
2. The objective of this RFP for “Procurement of Baggage scanners with specified features”.
3. More details pertaining to the scope of work and procedure to be followed may be under the Activity Schedule (Section 5).
4. The process of Open Competitive Bidding shall be followed for selection of suitable contractor. The bidding process shall be conducted in an online mode on the Central Public Procurement Portal (CPPP) which is publicly accessible using the following web address: <https://eprocure.gov.in/eprocure/app>. Bidders can download the bidding documents from this portal.
5. Interested bidders must register on e-procurement portal and upload their technical and financial bids separately within the stipulated time and date i.e. 23.06.2025, 3:30 pm. All bids must be accompanied by Bid Security (EMD).
6. Detailed instructions regarding online submission of bids may be seen at Annexure I. In case of any issues or queries related to the e-procurement portal, kindly send an email request to hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in or contact on 022 -28294757 or Mobile: +91 7976067037. Bidders are requested to check the system requirements for using the e-procurement portal and uploading bids adequately in advance to avoid issues from cropping up at the last minute.
7. The bidder is solely responsible for uploading of bids on the e-procurement portal. SEEPZ SEZ Authority shall not be liable for resolving any queries / issues raised on or after the day of bid submission.
8. Technical bids shall be opened online on 24.06.2025. Bidders can see the tender opening status by logging on to e-procurement portal using their registered IDs.
9. Financial bids of only technically qualified bidders shall be opened one day after uploading Technical Evaluation results on CPP Portal.
10. Tender Evaluation Committee reserves the right to accept or reject any or all of the bids at any time during the bidding process before awarding the contract.
11. Contract will be awarded to next Lowest bidder and the “Risk & Cost” will be recovered from the non-compliant Bidder, if the successful L1 bidder does not-
 - a) accept the Letter of Acceptance, or
 - b) deposit Performance Security (Bank Guarantee), or
 - c) sign the Contract Agreement within the stipulated time as mentioned in LOA.

Sd/-

Assistant Development Commissioner SEEPZ-SEZ

Section 2 - Instructions to Bidders (ITB)

A. General

1. Introduction

- a) This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity, being SEEPZ, SEZ Authority (hereinafter referred as the “Procuring Entity”) for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- b) The “Procuring Entity” named in the Bid Data Sheet will select an eligible Service Provider (Vendor), in accordance with the method of selection specified in the Bid Data Sheet (hereinafter referred as “BDS”).
- c) Before preparing the bid and submitting the same to the Procuring Entity, being SEEPZ, SEZ authority, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- d) The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date for regular daily / monthly basis removal/disposal as provided in the Bid Data Sheet and communicated in the services contract.

2. Language of Bids

Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- a) The Procuring Entity and all officers or employees of the Authority, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity in accordance with the code of integrity prescribed under GFR 175.
- b) In case of breach of the code of integrity by a Bidder or a prospective Bidder, the SEEPZ Authority, after giving a reasonable opportunity of being heard, may take appropriate measures including –
 - i) exclusion of the Bidder from the procurement process;
 - ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;

- iii) forfeiture or encashment of any other security or bond relating to procurement;
- iv) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- vi) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period of at least two years.

4. Eligibility

- a) This invitation to tender is open to all bidders eligible as described in the instructions to bidders. SEEPZ employees, Committee members, Board members and their relatives (Spouse or Children) are not eligible to participate in the tender. Bidders involved in corrupt and fraudulent practices or debarred from participating in Public Procurement by any state government or any procuring entity of the central government shall not be eligible.
- b) The specific eligibility conditions shall be as prescribed under the Bid Data Sheet.
- c) Bidders shall submit a declaration regarding its eligibility vis-à-vis all the criteria mentioned under the instructions to bidders and the bid data sheet.

5. Qualifications

Bidders should substantially meet the qualification criteria as stipulated in the “Section 4 - Evaluation and Qualification Criteria”. Bidders should fill and submit the Forms provided in “Section 6 - Bidding Forms” to provide relevant information and documents in support of fulfillment of Bidder’s qualification as part of its technical bid.

6. E-Tendering Online Bid Submission Process

The e-tender is available on CPP portal, <https://eprocure.gov.in/eprocure/app> as mentioned in the tender. The tenders duly filled in should be uploaded and submitted online on or before the end date of submission. More details regarding the online bid submission process may be found under Annexure-II attached to this bidding document.

B. Bidding Documents

7. Contents of Bidding Documents

- a) The Bidding Documents include the following Sections, which should be read in conjunction with any amendment issued in accordance with ITB.
- Section 1 Notice Inviting Bids (NIB)
 - Section 2 Instructions to Bidders (ITB)
 - Section 3 Bid Data Sheet
 - Section 4 Evaluation and Qualification Criteria
 - Section 5 Activity Schedule
 - Section 6 Bidding Forms
 - Section 7 General Conditions of Contract (GCC)
 - Section 8 Special Conditions of Contract (SCC)
 - Section 9 Contract Forms
 - Financial Bid Template in MS Excel format
- b) Unless downloaded directly from the SEEPZ website (<http://seepz.gov.in>) or the e-procurement portal (<https://eprocure.gov.in/eprocure/app>) as specified in the BDS, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB.
- c) Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarification of Bidding Documents

- a) A Bidder requiring any clarification of the Bidding Documents shall contact the SEEPZ, SEZ authority in writing / email at the Procuring Entity's address specified in the BDS.
- b) The Procuring Entity will respond in writing / email / through the e-procurement portal to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at its website or on the e-procurement portal.
- c) Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB.

9. Pre-bid Meeting

- a) In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, as specified in the Bid Data Sheet.

- b) During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day or by e-mail for electronic record thereof. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

- a) At any time prior to the deadline for submission of bids, the SEEPZ SEZ authority may, for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s)/corrigendum.
- b) Such Amendment(s)/corrigendum will be published on SEEPZ SEZ authority's website or on the e-procurement portal and the same shall be binding on all prospective Bidders.
- c) In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of bids and other allied time frames which may be linked with that deadline.
- d) Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the SEEPZ SEZ authority website and on the e- procurement portal.

C. Preparation of Bids

11. Documents Comprising Bid

- a) Bidder's technical bid shall comprise the following:
 - Letter of Bid as per the form provided in Section 6 – Bidding Forms;
 - Bid Security (EMD);
 - Bidder Information Form as per Form provided in Section 6: Bidding Forms;
 - Documents establishing Bidders eligibility and qualification in accordance with Forms given in Section 6: Bidding Forms;
 - Any other document as required in the ITB or BDS
 - An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.
- b) Bidder's financial bid shall comprise the financial quote submitted in the excel template published along with these bidding documents.

12. Financial Quote

The Bidder shall use the financial proposal template uploaded along with this RFP for preparation of their financial proposal. The Bidder shall make its financial offer in INR only net of GST and all other taxes and duties payable on the services if the contract is awarded, as specified in the BDS.

13. Period of Validity of Bids

- a) Bids shall remain valid for a period of 180 days from the deadline of submission of bids unless otherwise specified in the Bid Data Sheet.

- b) In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- c) The Bidder who agrees to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

14. Bid Security (EMD)

The Bidder shall furnish Bid Security (EMD) along with Technical bid as specified in BDS. Any bid not accompanied by a Bid Security (EMD) shall be rejected by the Procuring Entity as non-responsive.

15. Format and Signing of Bids

- a) The technical bids comprising all documents specified under ITB Clause 11 a) may be compiled into a single PDF document. All pages in the document should be serially numbered and an index specifying contents of the bid should be populated at the beginning of the document.
- b) Authorized signatory of the bidder shall sign, either physically or digitally, on each page of the bid. This signature should be accompanied by bidder's official seal.
- c) The financial bid must be submitted in the MS excel template provided with the bidding documents.

D. Submission and Opening of Bids

16. Sealing, Marking and Submission of Bids

- a) Bidders shall upload their technical and financial bids in separate folders provided on the CPP portal i.e. <https://eprocure.gov.in/eprocure/app>. Any indication of price offering in the technical bid shall lead to disqualification of the bidder. No Offline tenders shall be accepted under any circumstances.
- b) The procedure for online submission of bids shall be in accordance with the instructions given under Annexure I.

17. Deadline for Submission of Bids

- a) Bids must be received by the Procuring Entity online on the e-procurement portal no later than the date and time specified in the BDS.
- b) The date of submission and opening of bids shall not be extended except when:

- sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
 - the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- c) In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB 10.

18. Late Bids

The e-procurement portal does not permit late submission of bids and physical submission of bids shall not be accepted by the Procuring Entity in any circumstances.

19. Opening of Bids

- a) The technical bids shall be opened online on the date and time stipulated in the BDS.
- b) After due evaluation of the technical bids, the procuring entity shall notify the technically qualified bidders regarding the date of financial bid opening by giving at least 1 day advance notice on the e-procurement portal.
- c) The financial bids of only technically qualified bidders shall be opened.

E. Evaluation and Comparison of Bids

20. Confidentiality

- a) Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the same is published officially on the e-procurement portal for information of all Bidders.
- b) Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.

21. Preliminary Examination of Bids

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:
 - that the bid is complete and duly signed by authorized signatory;
 - that the bid is valid for the period, specified in the Bidding Documents;
 - that the bid is accompanied by Bid Security;
 - that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
 - any other specific requirements put forth in the bidding documents.

- b) Bids failing to meet these preliminary requirements shall be treated as non-responsive and shall not be considered further for evaluation.

22. Immaterial Non-conformities

- a) The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;
- b) The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;
- c) The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the additional information or documentation received from the Bidder.

23. Determination of Responsiveness

- a) The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;
- b) A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where: -
 - i) “deviation” is a departure from the requirements specified in the Bidding Documents;
 - ii) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - iii) “omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- c) A “material deviation, reservation, or omission” is one that, if accepted, shall:-
 - i) Effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
 - ii) Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Procuring Entity or the obligation of the Bidder under the proposed contract; or
 - iii) If rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;
- d) The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;
- e) The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

- f) Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

24. Non-conformities, Errors and Omissions

- a) Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformity in the Bid.
- b) Provided that a bid is substantially responsive, the Procuring Entity, being SEEPZ, SEZ authority or authorized representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c) Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non- conforming item or component.

25. Evaluation of Bids

- a) Technical evaluation of bids shall be carried out based on the criteria stipulated under “Section 4 – Evaluation and Qualification Criteria”. The evaluation committee shall not adopt any other criteria other than the ones already stipulated in the bidding documents.
- b) The evaluation of financial bid will include and take into account the customs duty. All other taxes and duties / GST applicable on the services shall be exclusive if the contract is awarded to the Bidder. SEEPZ SEZ Authority will not be liable to pay any amount towards GST and taxes. *(The service provider need not pay any additional amount to the SEEPZ-SEZ Authority towards Custom Duty).*
- c) The Procuring Entity’s evaluation of a bid may require the consideration of other factors, in addition to the bidder’s financial offer. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be specified in Section 4 - Qualification and Evaluation Criteria.

26. Right to Accept Any Bid and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

27. Award Criteria

Subject to its bid being technically qualified, unconditional, and complete, the bidder offering the lowest rate shall be considered for award of contract.

28. Notification of Award

- a) Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the accepted financial offer. The expected date of award of contract is as stipulated under BDS.
- b) Successful bidder (L1) shall accept the Letter of Acceptance (LOA) within seven (7) days of issuance.
- c) In the event of non-acceptance of Letter of acceptance within the stipulated time, bidder’s right to accept the bid shall be forfeited, and appropriate action, including Blacklisting (for 3 years) , shall be taken against the successful bidder for wasting this Procuring Entity's time and making false declarations. Also, the LOA shall be offered to next Bidder (L2) and “Risk & cost” for differential amount shall be recovered from the non-compliant bidder. However, the decision of the Procuring Entity shall be final and binding in this regard.
- d) Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- e) Contract shall be for 05 (OEM DLP & CAMC) year extendable to further 01 year.

29. Performance Security

- a) Within fifteen (15) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder shall furnish the Performance Security in the form of an advance deposit in the name of SEEPZ SEZ Authority of the amount specified in the BDS.
- b) Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next Bidder (L2), whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- c) The validity of the performance security shall be for a period of 90 days beyond the date of completion of all contractual obligations.

30. Other Statutory Requirements

Successful bidder shall be required to fulfill insurance and other statutory requirements including submission of signed undertakings assuring compliance with the various standards stipulated in the conditions of contract, failing which the course of action stipulated under ITB clause 29 b) shall be applicable.

31. Signing of Contract

Promptly after notification of Award, within fifteen (15) days of acceptance of the Letter of Acceptance, the successful Bidder shall sign, date, and submit it to the Procuring Entity.

Section 3 – Bid Data Sheet (BDS)

The following specific data for the Non-Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB

ITB Para Reference	Particulars
ITB 1 b)	<p>The Procuring Entity is: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096</p> <p>The Method of Selection of Service Provider is Open Competitive Bidding.</p>
ITB 4 b)	<ul style="list-style-type: none"> i) Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India; ii) Bidder shall have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority; iii) Bidder shall not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; iv) Bidder shall not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; v) Bidder shall not be presently debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
ITB 7 b)	<p>The official website of SEEPZ SEZ Authority is: http://seepz.gov.in</p> <p>The e-procurement portal is: https://eprocure.gov.in/eprocure/app</p>
ITB 8 a)	<p>The Procuring Entitys address for seeking clarifications is: Office of the Development Commissioner, SEEPZ SEZ, MIDC Central Road, Andheri East, Mumbai – 400096</p> <p>The email address is hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in, Queries may also be raised in Pre-bid meeting and on above mentioned emails.</p>

ITB Para Reference	Particulars
ITB 8 b)	The bidders may submit their requests for clarification no later than 3 days prior to deadline for submission of bids.
ITB 9	<p>The bidders can submit their pre - bid queries by 06.06.2025, 5 :30 pm via email to the following address: hanishr.g171701@gov.in with copy to ddcseepz-mah@nic.in and seepz.pmu@gov.in</p> <p>The link for the pre bid meeting schedule on 09.06.2025 at 3:30 pm is given below: https://seepz.webex.com/seepz/j.php?MTID=m148b8da12cc8971323046bfb a341f321</p> <p>Monday, June 9, 2025 3:30 PM 1 hour (UTC+05:30) Chennai, Kolkata, Mumbai, New Delhi</p> <p>Meeting number: 2512 288 9437</p> <p>Password: Prebid@9 (77324319 when dialing from a video system)</p> <p>Join by video system</p> <p>Dial 25122889437@seepz.webex.com</p> <p>You can also dial 210.4.202.4 and enter your meeting number.</p> <p>Join by phone</p> <p>+65-6703-6949 Singapore Toll</p> <p>Access code: 251 228 89437</p>
ITB 12	<p>The contractor shall submit the financial quote in two parts:</p> <p>Part 1: Quote for supply of goods and Commissioning of 7 Baggage scanners with 2 years OEM Defect Liability Period</p> <p>Part 2: Quote for CAMC (for period of 3 years excluding OEM DLP)</p> <p>The L1 will be selected based on the summary of Part 1 and Part 2 quotes</p> <p>No deductions from the offered rate shall be permissible later on account of any taxes or other charges.</p> <p>The financial offer quoted by the bidder shall be fixed during the bidder's performance of the contract and shall not be subject to variation on any account.</p>
ITB 13 a)	No change. Bids shall remain valid for a period of 180 days from the deadline of submission of bids.

ITB Para Reference	Particulars
ITB 14	<p>Bid Security (EMD) amounting to Rs. 10 lakhs shall be paid along with Technical Bid.</p> <p>The beneficiary details are:</p> <p>Beneficiary Name : SEEPZ Special Economic Zone Authority Bank Name : Punjab National Bank Bank Address : MIDC, Industrial Area Lane, Seepz, Andheri East, Mumbai, Maharashtra 400096 Branch Name : Mumbai Seepz Andheri East Account No: 1253002100028398 Account Name : SEEPZ Special Economic Zone Authority IFSC Code: PUNB0125300 Payable at: Mumbai</p>
ITB 17 a)	The deadline for submission of bids is 23.06.2025 3:30 PM on CPP Portal
ITB 19 a)	The technical bids shall be opened online on 24.06.02025, 04:00 pm
ITB 27	DELETED
ITB 29 a)	<p>The amount of performance security to be submitted by successful bidder, in the form of a bank guarantee or a fixed deposit in favor of SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY is 10% of the Contract Value.</p>
ITB 28 a)	Notification of award of contract will be communicated in the form of “Letter of Acceptance” to the successful bidder after Financial Evaluation.

Annexure I - Instructions for Online Bid Submission

Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

1. REGISTRATION

- a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective, “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- c) The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

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

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

4. SUBMISSION OF BIDS

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned

official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

- a) Any queries relating to the tender document and the terms and conditions contained

therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Bidders may avail the free training on the use of e-procurement system as per the schedule published at the following link: <https://eprocure.gov.in/cppp/trainingdisp>. In case of any further queries, please contact Shri Hanish Rathi at +91-7976067037 or 022-28294757 during office hours i.e. between 10 AM till 6 PM on weekdays.

Section 4 – Evaluation and Qualification Criteria

This Section contains all the criteria that the SEEPZ SEZ Authority shall use to evaluate bids and qualify the Bidders in accordance with ITB 25 and ITB 27. No other factors, methods or criteria shall be used for the purpose of evaluation.

Technical Evaluation Process

1. Preliminary Examination of Bids and Determination of Responsiveness

The evaluation committee shall carry out the preliminary examination of bids and shall determine the responsiveness of bids based as per the procedure stipulated under ITB 22, 23, 24, 25 and 27.

2. Qualification Requirements

The SEEPZ SEZ Authority shall assess qualifications of participating bidders according to the following criteria, based on the corresponding documentary evidence to be submitted by the bidders:

SN	Criterion	Documents to be submitted
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years (i.e. Since 2020-21).	1. Any of the Following documents: a) Registration / Incorporation certificate b) Udyog Registration And, 2. Details of ownership, address, contact details including e- mail and telephone numbers.
2	Bidder must be registered with GSTN and must possess a valid PAN.	Copies of GSTIN and PAN.
3	Bidder must have an average annual turnover of at least Rs. 4.5 Crores during past 3 financial years (2021-22, 2022-23, 2023-24) from services of similar nature. Services of similar nature include Procurement of Baggage scanners with specified features.	Audited financial statements for the past 3 financial years. CA certificate clearly specifying the volume of turnover from services of similar nature.
4	Bidder should have a positive net worth during each of the past 3 financial years.	CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.
5	Bidder shall undertake all the responsibility for compliance all applicable Labour & Other applicable Laws/ Rules/ Norms for the Tender Services.	Undertaking in the format prescribed at Appendix -A.

SN	Criterion	Documents to be submitted
6	Bidder must indemnify the Procuring Entity (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non-compliance to statutory provisions pertaining to the services outlined in the scope of work.	Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the text specified in Appendix-B .
7	Bidder should demonstrate a history of implementing AI-based baggage scanners in similar high-security or SEZ environments. Vendor must demonstrate AI capabilities as part of technical evaluation during the procurement process.	Bidder to submit: <ul style="list-style-type: none"> ○ Certificate of successful project delivery experience certified by concern agency ○ Each project experience cited should necessarily cover Client name, scope of work delivered, name and contact details of Client's representative, estimated capital cost of project, start/end date. (Bidder can use separate sheet for each eligible project).
8	Bidder to Provide description of the design/ technical solution proposed supporting with technical literature. Details of equipment proposed including make, model to be submitted	Bidder to submit <ul style="list-style-type: none"> ○ Technical literature/ latest data sheets. ○ Format for Authorization Letters from OEMs as per the form provided in Section 6 – Bidding Forms
9	Bidders to provide extent of compliance to technical requirements specified in the scope of work	Bidder to submit: <ul style="list-style-type: none"> ○ Summary of Compliances as per the form provided in Section 6 – Bidding Forms ○ Format for Statement of Deviation from the RFP Requirements as per the form provided in Section 6 – Bidding Forms

Bidders must ensure that the documentary evidence submitted by them as proof of their qualification must provide the necessary information in adequate details to establish the facts without a scope for doubt. Any scanned documents being submitted must possess adequate resolution to ensure their legibility without confusion. In case any information necessary for establishing bidder's qualifications is not clear from the documents submitted, the evaluation committee's interpretation in that regard shall be final. Incomplete or unclear documents may lead to disqualification of the bidder.

Financial Evaluation Process

For the purpose of financial evaluation, the evaluation committee shall refer to the BoQs downloaded from the e-procurement portal. The committee shall consider 'lowest quote' bidders identified to select a suitable bidder in accordance with the evaluation logic stipulated under ITB 25 and ITB 27.

Section 5 – Activity Schedule

1. Scope of Work

A. Objective of the Assignment and Scope of Work

Supply, Commission, Testing and Maintenance of Procurement of seven (7) Baggage scanners with specified features with 2 years OEM defect liability period (DLP) and 3 years comprehensive annual Maintenance contract (CAMC) (after DLP period).

B. Service Scope

- a) Supply: Provide seven (7) baggage scanners with the specified features.

S.no	Location	Quantity (nos)
1	Gate no 1, SEEPZ SEZ	1
2	Gate no.2, SEEPZ SEZ	5
3	Gate no.3 SEEPZ SEZ	1
4	Total	7

- b) Installation: Install the scanners at designated perimeter gates entry and exit points of the SEEPZ SEZ-Mumbai campus.
- c) Testing and Commissioning: Ensure the scanner is fully functional and meets performance benchmarks.
- d) Training: Conduct comprehensive training sessions for security personnel on the functionalities including threat pattern recognition and image analysis, operation and maintenance of the scanner.
- e) Maintenance and Support: Provide after-sales service, including periodic maintenance and software updates, for a minimum of three years.

C. Compliance Requirements:

- a) Equipment should meet the guidelines of the Bureau of Indian Standards (BIS) and any applicable international security standards.
- b) The equipment must adhere to AERB (Atomic Energy Regulatory Board) radiation safety norms.
- c) Scanners must comply with Customs Act, 1962, for SEZ operations.
- d) Scanner must comply with SEZ-specific security protocols.

D. Delivery Timeline:

- a) Equipment to be delivered, installed, and commissioned within 8-10 weeks from the date of purchase order issuance.

2. Terms of Specifications

A. Technical Specifications

a) Equipment Specifications

- **Type:** Dual-energy X-ray baggage scanner.
- **Conveyor Belt Capacity:**
 - Load capacity: Minimum 100 kg. or more
 - Speed: 0.3 meters/ second
- **Noise level:** < 70 db (A)
- **Tunnel Size:**
 - **Type 1:**
 - Tunnel size: 600 mm (width) x 400 mm (height)
 - Overall set-up width (including scanner + rollers conveyors at both side): Should not exceed 3000 mm
 - **Type 2:**
 - Tunnel size: 530 mm (width) x 320 mm (height)
 - Overall set-up width (including scanner + roller conveyors at both side): Should not exceed 2200 mm
- **Machine throughput:** > 1000 bags / hour or more
- **Penetration:**
 - Steel penetration: Min. 25 mm or more thickness of steel or more..
 - Organic/ inorganic differentiation capability.
- **Resolution:**
 - High resolution with detection of wires of min. 36 SWG size.
 - Machine should be film-safe.
- **Image Processing:**
 - High resolution 3D image processing.
 - Multi-energy color imaging for distinguishing metals, non-metals, and organics.
 - High-contrast imaging for gemstones, jewelry, and intricate items.
 - Image archiving with timestamp and user identification.
 - Considering monitoring shall be done on min. 24” size monitor at 1280 x 1024 pixels.

- **Zoom:**
 - Variable zoom levels, up to 8x or more.
- **Cybersecurity:**
 - Scanners must comply with India's Cyber Security Policy and offer end-to-end encryption for all data transmissions.
 - Vendors must ensure secure handling of sensitive baggage data, with data anonymization features.

B. Functional Specifications

- **Detection capabilities:**
 - Capability to detect metallic, non-metallic items.
 - Real-time object classification using pre-installed models on a large dataset of threat and non-threat items to adapt understanding SEEPZ SEZ-Mumbai business operations scenario.
 - Automated anomaly detection with reduced false positives.
 - The detection capabilities must be based on software applying artificial intelligence/ deep learning algorithms.
 - If the machine fails to penetrate a particular item, then an alarm (visual and audio both) should be generated to notify the operator.
- **Imaging Software:**
 - Real-time imaging with customizable contrast levels.
 - Image enhancement algorithms for better clarity of small, intricate items.
 - The system must provide cut less image processing and detection without the need to reverse the conveyor belt.
 - AI-assisted automatic marking of suspicious areas on scanned images for operator review.
 - Intelligent layering to differentiate overlapping objects for clarity.
 - The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.
- **Display:**
 - Dual 24-inch or larger high-definition monitors.
- **Storage:**
 - System should have online recording facility and images can be recorded in HDD/ USB disk.
 - The HDD storage capacity should be planned for retaining min. 14 days image

archiving.

- Cloud integration for remote image review (optional).

- **Safety:**

- Lead impregnated safety screens should be available at either end of the tunnel.
- Idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at the input and output points.
- The system must provide 4 'x-ray on' and 'power on' lamps at 4 corners of the mechanical housing and/ or suitable visual indication to be visible

- **Safety Standards:**

- The machine supplied should meet all necessary safety standards as per applicable laws and regulations with respect to x-ray emitting devices.
- External radiation dose < 1 mR/hour (As per rule/ regulation in India).
- The system must:
 - Certified per ISO 9001 quality standard shall have been maintained by the manufacturer.
 - Meet the requirement of ISO/ IEC 27001
 - Meet the requirement of ISO 14001
 - Certified and approved by TSA/ ECAC standard 3
- The supplier/ manufacturer should furnish NOC from AERB-India regarding radiation safety before installation and every 5 years thereafter.
- The supplier/ manufacturer should furnish safety certification against mechanical and electrical hazards from national/ international approved labs before installation.
- Emergency stops switch to be provided at entry and exit side on the operator console.
- The system must provide with a fan-based cooling system, no external water cooling allowed.
- The system must allow reversing the conveyor belt in case of baggage jams.

C. Operational Requirements

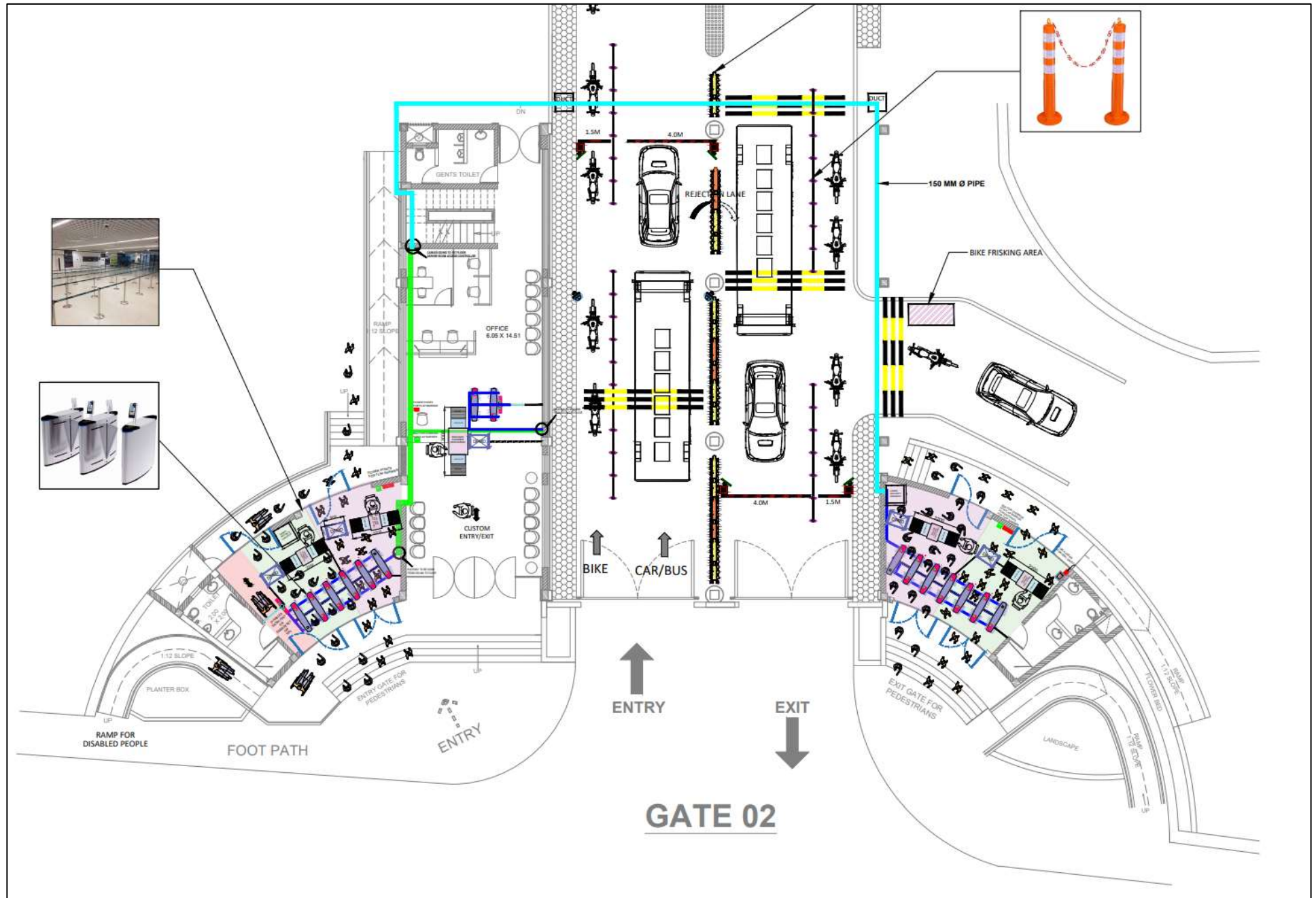
- **Operational Efficiency:**

- The system should flag > 90% of potential threats automatically, minimizing manual interventions.
- Machine resetting time, stop and start time should be less than 05 minutes.

- The system must provide status information of emergency stop, power on, interlocks at the operator workplace.
- Comprehensive diagnostic software tool to be provided by manufacturer.
- **Automation:**
 - The machine supplied should have automation features to reduce operator workload by at least 30%.
 - Intelligent queuing and load management to optimize screening efficiency during peak hours.
- **User-Friendly Interface:**
 - The GUI of the system must be designed for fast and intuitive usability, enhancing security.
 - Screen with latest AI-driven/ pre-configured suggestions for operators.
 - Real-time alerts and easy reports generation workflow inbuilt for management oversight.
- **User Access:**
 - Multi-level password protection.
 - The operator personal identification number can be entered through keyboard. All the software feature of the machine should be activated (online) and password protected.
- **Power Supply:**
 - Input voltage: 220V \pm 10%, 50Hz.
 - Backup power: Built-in UPS or compatibility with an external UPS for at least 30 minutes of operation.
- **Environment:**
 - Operating temperature: 10°C to 50°C.
 - Humidity: 10% to 90% non-condensing.
- **Energy Efficiency:**
 - Adaptive energy management using AI to optimize power consumption based on usage.
- **Portability:**
 - Compact design with wheels or easily dismountable for relocation.
- **Future Upgradability:**
 - Equipment should be scalable for future software or hardware enhancements, ensuring compatibility with evolving security needs.
 - Edge & remote hybrid processing compatibility where critical decisions are made on-site (edge) as well as remotely at Security operations center connected over LAN with the machine.

D. Training and Maintenance

- **Training:**
 - Comprehensive training sessions for operators on both hardware and software usage.
 - User manual and troubleshooting guide to be provided.
- **Warranty and Support:**
 - Minimum three years of comprehensive warranty with the option for an extended maintenance contract.
- **Maintenance:**
 - On-site maintenance and troubleshooting for three years.
 - Replacement of critical parts under warranty.



Section 6 – Bidding Forms

SN	Name of the Form	Page No.
1	Letter of document comprising bid	33
2	Letter of Bid	34 – 35
3	Checklist of documents comprising bid	36
4	Checklist of Compliances and Non compliances	37-38
5	Undertaking towards compliance of provisions for restrictions on procurement from a bidder of a country which shares land border with India	39
6	Format for Authorization Letters from OEMs	40
7	Summary of Compliances	41
8	Format for Statement of Deviation from the RFP Requirements	42
9	Bidder's Qualification Information	43 – 45
10	Financial Bid Format	46
	Appendix- A:	59
	Appendix- B:	60
	Appendix- C:	61

1. Letter of document comprising bid

SN	Document	Included (Y/N)	Page No.
1	Letter of Bid as per the form provided in Section 6 – Bidding Forms		
2	Bid Security (EMD)		
3	Bidder Information Form as per Form provided in Section 6: Bidding Forms		
4	Documents establishing Bidder's eligibility in accordance with BDS (ITB 4 a)		
5	Documents establishing Bidder's qualification in accordance with Forms given in Section 6: Bidding Forms		
6	An Undertaking duly signed on the letter head from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.		
7	Affidavit of Indemnity		
8	'Declaration' as per the form provided in Section 6 – Bidding Forms		
9	Undertaking towards compliance of provisions for restrictions on procurement from a bidder of a country which shares land border with India as per the form provided in Section 6 – Bidding Forms		
10	Format for Authorization Letters from OEMs as per the form provided in Section 6 – Bidding Forms		
11	Summary of Compliances as per the form provided in Section 6 – Bidding Forms		
12	Format for Statement of Deviation from the RFP Requirements as per the form provided in Section 6 – Bidding Forms		
13	Financial Bid (to be uploaded in a separate folder)		NA

2. Letter of Bid

Date: _____

Bid Ref. No.:

To,
The Development Commissioner,
SEEPZ SEZ Authority,
SEEPZ Service Centre Building, SEEPZ SEZ, Andheri (East),
Mumbai-400 096

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. We meet the eligibility requirements in accordance with ITB 4 and have no Conflict of Interest in accordance with GFR 175;
3. We offer to perform, in conformity with the Bidding Documents, the following Non- Consultancy Services:
“Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features”.
4. Our final financial offer is as submitted in our financial bid.
5. Our bid shall remain valid for 180 days from the last date of submission of the bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents;
7. We are not participating, as a Bidder, in more than one bid in this bidding process;
8. We, along with any of our suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in GFR 175;
10. We hereby certify that we are neither associated nor have been associated directly or indirectly with the consultant or any other individual or entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract from the SEEPZ SEZ Authority;

11. We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
12. We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
13. We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
14. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
15. We accept that we will have to accept the Work Order within three (3) days, if awarded; otherwise, our right to accept the bid will be forfeited, and appropriate action, including blacklisting, will be taken against us for wasting the time of Procuring Entity and making false declarations.
16. We accept that in the event of non-acceptance of the Work Order within the specified time by us; Procuring Entity can provide the opportunity to next Bidder (L2) and recover the "Risk & cost" for differential amount from us.
17. We understand that SEEPZ SEZ Authority is not bound to accept the "lowest quote" bid or any other bid that SEEPZ SEZ Authority may receive and that the decision of the SEEPZ, SEZ authority shall be final & binding.

Yours faithfully,

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

3. Checklist of documents comprising bid

Date:

Bid Ref. No.:

Bidder's Name:	
Bidder's legal entity status:	Firm / LLP / Pvt. Ltd. Company / Ltd. Company
Bidder's year of incorporation / registration:	
Bidder's complete registered address:	
Bidder's PAN:	
Bidder's GSTIN:	
Information regarding bidder's authorized representative:	Name: Designation: Address: Email:
Name(s) of promoter(s) and members of the board of directors.	
Bidder's bank account details:	Account Name: Bank Name: Branch Name: IFSC Code:

4. Checklist of Compliances and Non compliances

Date: _____

Bid Ref. No.:

To,

The Estate Officer,

SEEPZ SEZ Authority, SEEPZ Service Centre Building, SEEPZ

SEZ, Andheri (East), Mumbai-400 096

#	Scope of Work & Terms and conditions	Compliance/ Non-Compliance
1	It is recommended that bidder to conduct a site survey at their own cost to perform a detailed analysis.	
2	The bidder needs to perform a Site Acceptance Test (SAT) of the requisite system as per the site requirements. The items will only be accepted after satisfactory performance and approval from the Procuring Entity.	
3	It is the successful bidder's responsibility to supply the complete system, comprising all necessary hardware, software, and accessories required to make the system fully operational as per the Procuring Entity's requirements mentioned in this RFP.	
5	The successful bidder shall be responsible for restoring any areas affected by civil work, such as cutting of the floor or ceiling, to their original condition during the end-to-end implementation of the system.	
6	The proposed system by Bidder should fully supports the future expansion.	
7	The bidder undertakes to provide a 24-hour turnaround on breakdown calls. In case of faulty systems, the bidder will maintain spares to provide replacements without any further delay or cost to the client.	
8	The bidder undertakes that the supplied product will not reach end-of-life status for at least 3 years from the date of successful SAT. A manufacturer's letter confirming this will be attached with the bid.	
9	The bidder shall submit a manufacturer's authorization letter (MAF) for the proposed system, and all necessary technical documentation, datasheets, and test certificates to attach.	
10	The bidder declares that they have an authorized service center in India to provide after-sales warranties and post-warranty support.	
11	The bidder undertakes to provide all necessary documentation and support to the client to obtain the required WPC approval.	

Yours faithfully,

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

(Note: This letter of Declaration should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer)

5. Undertaking towards compliance of provisions for restrictions on procurement from a bidder of a country which shares land border with India

Date _____

Bid Ref. No. _____

To,
The Development Commissioner,
SEEPZ SEZ Authority,
SEEPZ Service Centre Building, SEEPZ SEZ, Andheri (East),
Mumbai-400 096

We, M/s [Company Name], have read the Order of Ministry of Finance of Govt. of India, Department of Expenditure, Public procurement Division vide Order No. F.7/10/2021-PPD (1) dated 23.02.2023) proclaimed the insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India on the grounds of defence of India on matters directly or indirectly related thereto including national security.

We M/s [Company Name] certify that we have read and understand the clause regarding restrictions on procurement from bidders of countries that share a land border with India. We further certify that we are not from such a country, or if we are from such a country, we have been registered with the Competent Authority. We hereby confirm that we fulfil all applicable requirements in this regard and are eligible to be considered. Where relevant, we have attached evidence of our valid registration by the Competent Authority.

Yours faithfully,

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

6. Format for Authorization Letters from OEMs

Date: _____

Bid Ref. No.: _____

To,
The Development Commissioner,
SEEPZ SEZ Authority,
SEEPZ Service Centre Building, SEEPZ SEZ, Andheri (East),
Mumbai-400 096

RFP: Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features

Madam/ Sir,

We _____, (name and address of the manufacturer) who are established and reputed manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the bidder) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment / software manufactured / developed by us.

We herewith certify that the above-mentioned equipment products are not end of the life and we hereby undertake to support these equipment/ software for next 5 years from the date of signing of this letter.

Yours faithfully,

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

(Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer)

7. Summary of Compliances

Date _____

Bid Ref. No. _____

Sr. No.	Component	Description	OEM	Make	Model No.	Pg. no. of datasheet/ OEM brochure attached	Compliance to required specs? (Yes/ No)

- (a) Please use same reference numbers as given in this contract document detailing the extent to which his tender is compliant.
- (b) The tenderer's compliance schedule shall include every numbered paragraph contained in all sections of this document.

Sr. No.	Parameters	Minimum Specification / Requirement mentioned in the RFP	Compliance (Yes/ No)	Remarks (If non-compliance)

Yours faithfully,

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

8. Format for Statement of Deviation from the RFP Requirements

Date _____

Bid Ref. No. _____

To,
The Estate Officer,
SEEPZ SEZ Authority, SEEPZ Service Centre Building, SEEPZ SEZ,
Andheri (East), Mumbai-400 096

Madam/ Sir,

I would like to herewith state that in the proposal submitted by M/s _____, there are no deviations from the RFP Requirements/ Terms & Conditions. The entire work shall be performed as per the project requirements.

OR (Strike out whatever is not applicable)

I would like to herewith state that in the proposal submitted by M/s _____, following is the exhaustive list of deviations and variations from the RFP requirement. Except for these deviations and variations, the entire work shall be performed as per your specifications and requirements mentioned in the RFP.

Sr. No.	Pg. No.	Section Ref.	Statement of deviations and variations

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

(**Note:** Any bid submitted with deviations/ variations having material impact on the project scope / terms & conditions shall be liable for rejection. Procuring Entity's decision in this matter shall be final)

9. Bidder's Qualification Information

SN	Criterion	Bidder's qualification	Documents to be submitted	Document submitted	Page No.
1	Bidder must be a valid legal entity registered with appropriate government authority in the form of a firm / company /LLP and must be in existence for at least 3 years (i.e. Since 2020-21).		<p>2. Any of the Following documents:</p> <p>a) Registration / Incorporation certificate</p> <p>b) Udyog Registration</p> <p>And,</p> <p>2. Details of ownership, address, contact details including e- mail and telephone numbers.</p>		
2	Bidder must be registered with GSTN and must possess a valid PAN.		Copies of GSTIN and PAN.		
3	Bidder must have an average annual turnover of at least Rs. 4.5 Crores during past 3 financial years (2021-22, 2022-23, 2023-24) from services of similar nature. Services of similar nature include SITC of advanced feature baggage scanners.		<p>Audited financial statements for the past 3 financial years.</p> <p>CA certificate clearly specifying the volume of turnover from services of similar nature.</p>		
4	Bidder should have a positive net worth during each of the past 3 financial years.		CA certificate clearly stating that the bidder has positive net worth during each of the past 3 FYs.		

SN	Criterion	Bidder's qualification	Documents to be submitted	Document submitted	Page No.
5	Bidder shall undertake all the responsibility for compliance all applicable Labour & Other applicable Laws/ Rules/ Norms for the Tender Services.		Undertaking in the format prescribed at Appendix -B.		
6	Bidder must indemnify the Procuring Entity (SEEPZ SEZ Authority) against any legal implications arising due to the service provider's non- compliance to statutory provisions pertaining to the services outlined in the scope of work.		Affidavit of Indemnity (Indemnity Bond) on a Rs.500 stamp paper comprising the text specified in Appendix-C.		
7	Bidder should demonstrate a history of implementing AI-based baggage scanners in similar high-security or SEZ environments. Vendor must demonstrate AI capabilities as part of technical evaluation during the procurement process.		Bidder should provide: <ul style="list-style-type: none"> ○ Certificate of successful project delivery experience certified by concern agency ○ Each project experience cited should necessarily cover Client name, scope of work delivered, name and contact details of Client's representative, estimated capital cost of project, start/ end date. (Bidder can use separate sheet for each eligible project). 		
8	Bidder to Provide description of the design/ technical solution proposed supporting with technical literature. Details of equipment proposed including make, model to be submitted.		Bidder to submit technical literature/ latest data sheets.		

SN	Criterion	Bidder's qualification	Documents to be submitted	Document submitted	Page No.
9	Bidders to provide extent of compliance to technical requirements specified in the scope of work.		Bidder to prepare line by line compliance summary to Sec 5.2 Terms of specifications and submit with the bid.		

10. Financial Bid Format

Financial Bid for Baggage Scanner			
Part	Particular	Quantity	Total Amount (Rs)
1	Supply, Testing and commissioning of Baggage Scanners	7	
2	Comprehensive Annual Maintenance Contract (CAMC) for 3 years	1 (for 7 Baggage scanner)	
	Total Cost (Rs.)		

Total Amount in Words = Rs. _____

Signed & Stamped by the Bidder

Section 7 – General Conditions of Contract (GCC)

1. General Provisions	
1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> a) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity; b) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, as named in SCC; c) “Procuring Entity” means the party who employs the Service Provider as specified in SCC; d) “GCC” means these General Conditions of Contract; e) “Party” means the Procuring Entity or the Service Provider, as the case may be, and “Parties” means both of them; f) “Personnel” means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof; g) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Procuring Entity as specified in SCC; h) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Procuring Entity; i) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented; j) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Section-5 “Activity Schedule”
1.2 Applicable Law	<p>The Contract shall be interpreted in accordance with the laws of the Union of India.</p>

1.3 Language	This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC . The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the date of delivery or on the notice’s effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
1.5 Location	The Services shall be performed at the client’s location as specified in the SCC .
1.6 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials specified in the SCC .
1.7 Taxes and Duties	The Service Provider and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Accepted Rate.
1.8 Code of Integrity	The Procuring Entity, the Service Provider and their representatives shall strictly adhere to the code of integrity as stipulated under GFR 175.
2. Commencement, Completion, Modification, and Termination of Contract	
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC .
2.2 Commencement of services	
Program	Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
Starting Date	The Service Provider shall start working on the agreed deliverables immediately after receipt of acceptance from the Procuring Entity. (specified in SCC)

2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Accepted Rate, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
2.5 Force Majeure	
Definition No Breach of Contract Extension of Time	<p>For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.</p> <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p>
2.6 Termination	

<p>2.6.1 By the Procuring Entity</p>	<p>The Procuring Entity may terminate this Contract, by not less than thirty (30) days" written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> a. if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing; b. if the Service Provider become insolvent or bankrupt; c. if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or d. if the Service Provider, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.
<p>2.6.2 By the Service Provider</p>	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> a. if the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or b. (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
<p>3. Obligations of the Service Provider</p>	

3.1 General	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with third parties.</p>
3.2 Conflict of Interests	<p>The Service Provider shall hold the Procuring Entity's interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
3.3 Confidentiality	<p>The Service Provider shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.</p>
3.4 Insurance to be Taken Out by the Service Provider	<p>The Service Provider</p> <p>(a) shall take out and maintain, at its own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and</p> <p>(b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval	<p>The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> a. changing the Program of activities; and b. any other action that may be specified in the SCC.
3.6 Reporting Obligations	<p>The Service Provider shall submit to the Procuring Entity the reports and documents as specified in the SCC.</p>
3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>
3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	<p>The Service Provider shall pay liquidated damages to the Procuring Entity at the rate per week stated in the SCC for each week or part thereof that is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from the advance deposited with the Procuring Entity. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
3.8.2 Lack of performance Penalty	<p>If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as specified in the SCC.</p>
3.9 Performance Security	<p>The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity. The performance Security shall be valid until a date 90 days from the Completion Date of the Contract in case of a bank guarantee.</p>

3.10 Adherence to laws, regulations and statutory requirements	The Service Provider shall carry out all its services in accordance with all the applicable laws, regulations, environmental guidelines and statutory requirements that are legally in force. Additionally, the Service Provider shall comply with the statutes enlisted in the SCC .
4. Service Provider's Personnel	
4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Procuring Entity.
4.2 Removal and/or Replacement of Personnel	<p>Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.</p> <p>The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
5. Obligations of the Procuring Entity	
5.1 Assistance and Exemptions	The Procuring Entity shall use its best efforts to provide the Service Provider such assistance and exemptions as specified in the SCC .

5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 6.2.
6. Payments	
6.1 Accepted Rate	The Service Provider's accepted rate shall be a fixed lump-sum net of all costs incurred by the Service Provider in carrying out the Services described in Appendix A. The accepted rate is set forth in the SCC .
6.2 Terms and Conditions of Payment	Payments shall be made by the Service Provider according to the payment schedule stated in the SCC .
6.3 Accounting for defects	The principle and modalities of Inspection of the Services by the Procuring Entity shall be as indicated in the activity schedule. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. In case the Service Provider fails to rectify the defects, lack of performance penalty as specified under sub-clause 3.8.2 shall be applicable.
7. Settlement of Disputes	
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
7.2 Dispute Settlement	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication / arbitration in accordance with the provisions specified in the SCC .
8. Extension of the duration of contract	

	<p>This contract may be extended, prior to its expiry, for a mutually agreeable period not exceeding 01 year, provided that a fresh procurement activity is initiated before the expiry of the original contract.</p>
9. Indemnity	
	<p>The Service Provider shall, at all times, indemnify and keep indemnified the Procuring Entity against all claims/damages for any violation of any statutory / licensing requirements / pollution control norms while providing our services under the Contract. The Service Provider shall indemnify the Procuring Entity in full for any failure in performance on account of default or non- fulfillment of its obligations. In such case, all the costs and expenses incurred by the Procuring Entity are recoverable from the Service Provider.</p>

Section 8 – Special Conditions of Contract (SCC)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b)	The contract name is “Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features”
1.1(c)	The Procuring Entity is <i>SEEPZ SEZ Authority, Andheri East, Mumbai</i>
1.1(g)	Bidder declared as Technically Qualified and offering lowest Rate for the Tender Services in accordance with ITB 25 and ITB 28.
1.4	<p>The addresses are:</p> <p>Procuring Entity:</p> <p>Estate Officer, SEEPZ SEZ Authority, MIDC Central Road, Andheri East, Mumbai 400096</p> <p>Attention : Deputy Development Commissioner, SEEPZ SEZ Authority E-mail: ddcseepz-mah@nic.in</p> <p>Service Provider: Address of Successful Bidder in Terms of ITB 28. Attention:</p> <p>E-mail: _____</p>
1.5	Services shall be performed at Gate no.1, 2 and 3 of SEEPZ SEZ
1.6	<p>The Authorized Representatives are:</p> <p>For the Procuring Entity: <i>Shri Hanish Rathi, ADC</i></p> <p>For the Service Provider: <i>[name, title] (to be provided by the Successful Bidder.</i></p>
2.1	No change to the GCC clause
2.2.2	The Starting Date for the commencement of Services will be within 07 days of issuing of Letter of Acceptance or as decided by the Procuring Entity.

2.3	The Service Provider shall execute the Services as defined in section-5 (Activity Schedule) in the specified periodicity.
2.4	Modifications in accepted rate shall not be allowed, However SEEPZ SEZ Authority reserves right to change the Terms & Conditions and Scope of Work for ensuring Quality and if it is in public interest.
2.6.2	<p>The Service Provider may terminate this Contract, by not less than thirty (30) days" written notice to the Procuring Entity, if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>If Service Provider terminates the Contract without consent of the Procuring Entity except above condition, he will be blacklisted at least for 2 years to participate in any Tender of SEEPZ SEZ and "Risk & cost" of the same will be recovered.</p>
3.2.2	The Procuring Entity reserves the right to determine on a case-by-case basis whether the service should be disqualified from providing goods, works or non- consulting services due to a conflict of a nature described in Clause GCC 3.2
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party liability – as stipulated by relevant government law (ii) Procuring Entity's liability and workers compensation – as stipulated in the employee's compensation act.
3.5 b.	The Service Provider shall follow the protocol stipulated in the activity schedule regarding entering-exiting Procuring Entity's premises and for weighting and carrying the items.
3.6	Service Provider shall submit all reports or any documents, as specified in the Bid document or whenever directed by the Estate Officer to the Estate Officer, SEEPZ SEZ Authority.
3.7	No change
3.8.1	The Service provider is required to adhere to the Breach of Contract & Penalty Clause in Section 7.
3.8.2	<p>The Client may impose a penalty for delay, for reason attributable to the Contractor @ 0.5% of contract value per week capped to 5% of the contract value of contractor.</p> <p>Penalty during AMC Period:</p>

	Particulars	Max Response time – no Penalty	Penalty Value (in Rs.)		
			Lower Performance	Performance Breach	Unacceptable performance
	Repair or replacement of critical parts of the devices	24 hrs	Delay by 24 – 30 hrs. Rs. 150/-per hour, per case	Delay by 30 – 36 hrs. Rs. 250/-per hour, per case	Delay by 36 – 42 hrs. Rs. 350/-per hour, per case with Notice for underperformance
	Scheduled Maintenance	24 hrs	Delay by 24 – 48 hrs. Rs. 150/-per hour, per case	Delay by 48 – 72 hrs. Rs. 250/-per hour, per case	Delay by 72 – 96 hrs. Rs. 350/-per hour, per case with Notice for underperformance
	Three (3) Notices of non-compliance or non-performance issued by SEEPZ SEZ Authority without receipt of satisfactory explanatory reports from the Contractor for each Notice shall be cause for termination of the Contract.				

3.10	<p><i>“It is the sole responsibility of the successful bidder who’ll be the service provider -</i></p> <p><i>a) To ensure all the compliances as per applicable laws/rules/norms applicable to provide such services in central government departments situated in Maharashtra (i.e. SEEPZ, SEZ, Mumbai).</i></p>
4.1	Engineer and Commissioning Experts as per the requirement of the project.
5.1	The Procuring Entity shall provide necessary assistance in providing gate-passes for smooth entry of the Service Provider’s vehicles and employees.
6.1	The accepted rate will be the financial offer made in the Financial Quote by the successful bidder,

6.2	<p>Payment Terms: The contractor will be paid in two parts:</p> <p>Part 1 : After supply of goods and Commissioning of 7 Baggage scanners. The payment conditions are as below:</p> <p>Part 1 : After Supply, Installation, Testing & Commissioning of 7 Baggage Scanners. The payment conditions are as below:</p> <ul style="list-style-type: none"> a) 70% of contract value on delivery of materials at SEEPZ SEZ, b) 15% of contract value after the after installation, testing, successful commissioning and final acceptance by the user department. c) 15% of contract value on completion of DLP <p>Part 2 : Payment for CAMC shall be made on quarterly basis on submission of invoice and service report.</p> <p>The rate quoted for both the parts will be inclusive of all the applicable cost, duties and taxes, if required any.</p>
7.2	<p>Disputes shall be resolved by way of arbitration as stipulated under the Arbitration and Conciliation Act, 1996 as amended till date.</p>

**APPENDIX A – UNDERTAKING FOR RESPONSIBILITY OF LABOUR &
OTHER APPLICABLE LAWS/RULES/NORMS**

(To be printed on the Letterhead of Bidder)

Date: _____

Bid Ref. No.: _____

I/We, M/s. _____, understand and accept that if the contract is awarded, it will be our sole responsibility-

- a) To follow all the Labour regulations and other mandatory compliances applicable to tendered services in an industrial area which is situated in Maharashtra & applicable to a central government organization.
- b) Bidders shall ensure all the compliances as per applicable laws/rules/norms applicable to provide such services in central government departments situated in Maharashtra (i.e. SEEPZ, SEZ, Mumbai).

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

APPENDIX B – AFFIDAVIT OF INDEMNITY (INDEMNITY BOND)

(To be provided on a Rs.500 stamp paper comprising the following text:)

Date: _____

Bid Ref. No.: _____

“We hereby agree to undertake that we shall, at all times, indemnify and keep indemnified the Procuring Entity i.e. SEEPZ SEZ Authority against all claims/ damages for any violation of any statutory / licensing requirements/ pollution control norms while providing our services under the Contract. We shall indemnify the SEEPZ SEZ, Authority in full for any failure in performance on account of default or non-fulfillment of our obligations. We understand that, in such case, all the costs and expenses incurred by the Procuring Entity are recoverable from us.”

Name of the Bidder:

Name of Bidder's Authorized Signatory:

Designation of the person signing the Bid:

Signature of the person named above

Date signed:

APPENDIX C – KEY PERSONNEL

{Service Provider shall insert the Work Profile of the Contract Manager here}

Section 9 – Contract Forms

1. Letter of Acceptance

{ On Procuring Entity's Letterhead }

Date:

To: *{ Insert Name and Address of the Successful Bidder }*

Subject: Letter of acceptance of your bid against tender ref. no.:

This is to notify you that your Bid against Bid Reference No. _____ dated _____ for the execution of services titled “Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features” is hereby accepted by the Procuring Entity for the Accepted value of Rs. *[insert amount in numbers and words]*, as evaluated in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security amounting to _____ in the form of a bank guarantee or a fixed deposit in favour of SEEPZ SPECIAL ECONOMIC ZONE AUTHORITY within 15 days. In case the bidder chooses to submit a bank guarantee, the format for Performance Bank Guarantee given below shall be used.

You have to accept the Work Order within three (3) days; otherwise, your right to accept the bid will be forfeited, and appropriate action, including blacklisting, will be taken against you for wasting this office's time and making false declarations.

Further, in the event of non-acceptance and unnecessary dillydally tactics; the LOA (Work Order) will be offered to next Bidder (L2) and “Risk & cost” for differential amount will be recovered from you.

All the Terms & Conditions mentioned in the RFP/ Bid document shall be applicable to the Service Provider.

Authorized Signature:

Name and Designation of Signatory:

Name of Procuring Entity:

2. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (hereinafter called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

WHEREAS

- a. the Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- b. the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract with an offer to [insert accepted rate];

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a. the Letter of Acceptance;
 - b. the Service Provider’s Bid;
 - c. the Special Conditions of Contract;
 - d. the General Conditions of Contract;
 - e. The following Appendices:
 - Appendix A – Undertaking for Responsibility of Labor & Other Applicable Laws/Rules/Norms
 - Appendix B – Affidavit of Indemnity (Indemnity Bond)
2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Service Provider shall make payments to the Procuring Entity in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Procuring Entity]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

3. Performance Security Bank Guarantee Format

{The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated}

Beneficiary: SEEPZ SEZ Authority, Andheri (E), Mumbai 400096

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Service Provider]* (hereinafter called "the Applicant") has been selected as a successful bidder as communicated in the Procuring Entity's Letter of Acceptance (LoA) dated *[insert date]*, for the Non-Consulting Services of "Supply, Commission, Testing and Maintenance of Procurement of Baggage scanners with specified features" (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount _____, such sum being payable upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the *(90days beyond the end of Contract)*, and any demand for payment under it must be received by us at this office indicated above on or before that date.

[Signature(s)][Official Seal]