

Ban/Admn/406/01/2008
Embassy of India
Bangkok

Notice Inviting Tender

Tender for Supply and Installation of one (01) unit Baggage X-Ray Machine to Embassy of India, Bangkok, Thailand.

Embassy of India, Bangkok invites Tender under two bid system from registered and authorized firms/services for supply and installation of One unit Baggage X-Ray machine to Embassy of India, Bangkok.

2. Tender document can be downloaded from Embassy's website: embassyofindiabangkok.gov.in or CCP portal: <https://www.eprocure.gov.in>. No tender fee for tender documents will be charged, in case a firm has downloaded the tender documents from the official website of the Embassy of India, Bangkok. Please note that any corrigendum/addendum, if required, for the above tender will be published on above mentioned website of Embassy of India, Bangkok.

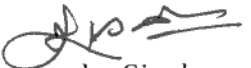
The interested firms/service agencies should submit the bids in two separate sealed covers, superscribed as "Technical Bid" and "Financial Bid". Both sealed covers should be put in a single envelope superscribed for supply and installation of one unit Baggage X-ray machine" and addressed to "Head of Chancery, Embassy of India, 46, Soi 23 (Prasarnmitr), Sukhumvit Road, Bangkok10110". The envelope should then be dropped at the Reception of the Embassy of India, Bangkok at the address given above. Please note that tender documents will not be accepted after the expiry of stipulated date and time under any circumstances. The important schedule is given below:

Date of Publishing:	02.11.2022
Bid submission (Start date):	02.11.2022
Seek clarification (Start date):	02.11.2022
Pre-bid meeting :	11.11.2022
Seek clarification (End date):	22.11.2022
Bid submission (End date):	23.11.2022
Opening of Technical Bids:	24.11.2022 (1600 Hours)
Opening of Financial Bids:	to be decided later

(Of only those, who qualify the minimum technical specifications)

4. The Earnest Money Deposit (EMD) of THB 60,000/- (Thai Baht Sixty Thousand only) in the form of Account Payee Demand Draft/Pay Order drawn in favour of "Embassy of India, Bangkok" is required to be submitted along with tender bids. Bids shall not be considered in case the EMD is not submitted and be rejected summarily.

5. The Bidders have an option to submit, in lieu of EMD of THB 60,000/- a judicially valid Undertaking to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded a contract and they fail to sign the contract, or to submit a Performance Security before the stipulated deadline, they will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Bangkok.
6. The Technical Bids will be opened on 26.11.2022 at 16:00 hrs by a Committee authorized by the Competent Authority of the Embassy. The financial bids of only those bidders, whose Technical Bids are found responsive, shall be opened by the Committee authorized for the purpose.
7. The Competent Authority reserves the right to reject any or all the bids, or cancel the tender, without assigning any reason and the decision of the competent authority shall be final and binding.


Dharmendra Singh
First Secretary(HOC)
Tel No. +66-629577893

GENERAL INSTRUCTIONS:-

For the Bidding/Tender Document purposes, Embassy of India, Bangkok shall be referred to as "Client" and the Bidder/Successful Bidder shall be referred to as "Contractor and/or Bidder or interchangeably".

2. The tender document can be downloaded from the websites <https://www.eprocure.gov.in> or <https://embassyofindiabangkok> from 02.11.2022 onwards. The last date of submission of bids is 25.11.2022 till 1500 hrs.
3. While all efforts have been made to avoid errors in the drafting of tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
4. The bidder shall submit the copy of the authorization letter/Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
5. All the Bidders are hereby explicitly informed that conditional offers with deviations from the conditions of Contract, the Bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or lack of any other requirements stipulated in the tender documents are liable to be rejected.
6. The bidder has the option that in lieu of the EMD, it can submit a judicially valid Undertaking to the effect that if the bidder withdraw or modify its bid during the period of validity, or if it is awarded the contract and it fail to sign the contract, or submit a Performance Security before the stipulated deadline, it will be suspended for a specified time period from being eligible to submit bids for contracts with the Embassy of India, Bangkok.
7. The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, i.e. Embassy of India, Bangkok.
8. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgment due to the Embassy of India, Bangkok. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

SECTION-I: INVITATION FOR BIDS(IFB)

1. The Embassy of India, Bangkok invites sealed bids from eligible bidder for supply and installation of one unit Baggage X-Ray machine as per the specifications in Annexure- "A" for the compliance and adhered to.

2. Contact information:

Dharmendra Singh
First Secretary(HOC)
Embassy of India, Bangkok,
46, Soi 23 (Prasarnmitr), Sukhumvit Road, Bangkok 10110.
(+66)2 2580 300(ext. 177) Email: hoc.bangkok@mea.gov.in

3. Two bid System: The two bid system will be followed for this tender. In this system, Bidder must submit his offer in two separate sealed envelopes as explained below:

Envelope NO. 01: "Technical Bid" shall contain:- Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:-

- a. Technical Bid submission Form duly signed and printed on Company's letterhead.
- b. Contact Details Form, duly filled-in, signed with stamped.
- c. Earnest Money Deposit of THB 60,000.- or a judicial valid undertaking in lieu of EMD.
- d. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred above.
- e. The bidder must submit plan/arrangement for installation and warranty services/after sale services to be provided at the site.
- f. Detailed technical specifications make & model, part number and compliance to the Schedule of Requirement for which bid is submitted.
- g. The bidder should submit an undertaking to the effect that a Performance Bank Guarantee(PBG) of 10% of the order value will be submitted in case the Embassy of India, Bangkok decides to place the Purchase Order with them.
- h. Other related documents e.g. Trade License etc. as mentioned in the tender document but not listed here.

Envelop NO. 02:- “Financial Bid” shall contain:-

Price Schedule(Annexure-2) complete in all respects with proper seal and signature of authorized person. Both the technical bid and financial bid envelopes should be sealed separately and clearly marked as “Envelope no. 01-Technical Bid” and “Envelope no.02-Financial Bid”. Both the sealed envelopes should be placed in a Third larger envelope clearly mentioning “Technical Bid and Financial Bid” for the supply and installation of one unit of Baggage X-Ray machine and addressed to Dharmendra Singh, First Secretary(HOC), Embassy of India, Bangkok, 46, Soi 23 (Prasarnmitr), Sukhumvit Road, Bangkok, 10110.

Note 01: Please write tender number on each envelope and seal all envelopes.

Note 02: Please do not put “Financial Bid (prices quoted)” in the technical bid envelope.
If the price quoted is submitted with technical bid, the tender will be rejected.

4. Opening of Technical Bids:-

- a. All the technical bids received by the Embassy of India, Bangkok will be opened on 26.11.2022 at 1600 hrs in the Embassy of India, Bangkok.
- b. After being opened, the Technical Bids will be evaluated by the Embassy of India, Bangkok based on available documents submitted by the Bidder.
- c. After evaluation of the Technical Bid the Embassy of India, Bangkok will intimate the date for opening of the Financial Bids to only those bidders who qualify at Technical Bid stage.
- d. Financial Bids of those bidders who don't qualify at Technical Bid stage will be returned to the respective bidders unopened.

5. Opening of Financial Bids:-

- a.) Financial Bids of the shortlisted bidders only will be opened in the presence of the bidders or their authorized representatives. Date and time to be intimated later.
- b.) The authorized representatives of bidders, present at the time of opening of the bids shall be required to sign and Attendance Sheet as a proof of having attended the financial bid opening.
- c.) The bidder's name, bid prices, discounts and such other details considered as appropriate by the Embassy of India, Bangkok will be announced at the time of the opening of the bids.
- d.) Technically accepted competitive bids ONLY will be considered for the opening of Financial Bids.

SECTION-II: INSTRUCTIONS TO BIDDER (ITB)

1. Implementation /Timeless: The supply and installation must be completed within 04 weeks, after placement of Purchase Order:
2. Location for the Supply and Installation: The equipment covered by this document are required to be supplied and installed at Embassy of India, Bangkok, Thailand.
3. Order Placements and Release of Payments:- The Purchase Order and payment shall be processed by “Head of Chancery, Embassy of India, Bangkok”.
4. Amendment of Bidding Documents:- At any time prior to the deadline for submission of bids, Embassy of India, Bangkok, may, for any reason whether or its own initiative or in response to the clarification sought by a prospective bidder, modify the bid document.

5. EARNEST MONEY DEPOSIT (EMD):-

- (a) The Earnest Money Deposit of THB 60,000.00 (THB Sixty Thousand only) in the form of Account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of “Embassy of India, Bangkok” has to be submitted along-with the Bid. The validity of the Demand Draft/Pay Order must be up to 06(Six) months.
- (b) No request for transfer of previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Ministry/Embassy in respect of any previous work shall be entertained.
- (c) In place of bid security, the Bidders may submit a Declaration to the effect that if they withdraw or modify their bids during the period of validity, or if they are awarded the contract and they fail to sign the contract or to submit a Performance Security before the stipulated deadline, they will be suspended for a period, as decided by the Embassy of India, Bangkok from being eligible to submit bids for contracts with Embassy of India, Bangkok.
- (d) Bidder shall not be permitted to withdraw their or offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulation made therein or backs out after quoting the rates, the aforesaid bid security (EMD) shall be forfeited by the Embassy of India, Bangkok or will render the bidder ineligible to submit bids for contracts with Embassy of India, Bangkok.
- (e) The bids without Ernest Money Deposit OR the declaration will be summarily rejected.
- (f) No claim shall lie against the Mission in respect of erosion in the value or interest on the amount of Ernest Money Deposit or Security Deposit i.e. no interest will be payable on EMD.

(g) The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form or

(ii) In case of successful bidder, if the bidder: (a) Fails to sign the contract in accordance with the terms of the tender documents; (b) Fails to furnish required Performance Security Deposit in accordance with the terms of the Tender Document within the time frame specified by the Client; or (c) Fails or refuses to honour his own quoted prices for the services or part thereof.

6. Period of validity of Bids:

(a) Bids shall remain valid and open for acceptance for a period of 180 Days from the last date of submission of bids.

(b) In case, Client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be bidding on the bidder.

(c) The Client may request for extension for another period of 60 Days, without any modification and without giving reasons thereof.

7. Preparation of Bids: Language: Bids and all company documents shall be in **“English”** only. The Technical as well as the financial bids should be submitted in two sets-One original and one copy.

8. Submission of Bids:

(a) The bidding firms have to submit the tender in two bid system [i.e. 1-Technical Bid and 2-Financial Bid] in the prescribed proforma. Tenders are to be submitted to Head of Chancery, Embassy of India, Bangkok, 46 Soi 23, Sukhumvit, Bangkok. All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the tender documents. No tender documents will be accepted after the expiry of stipulated time under any circumstances whatsoever.

The tender shall be submitted in sealed envelopes as described below:

ENVELOPE “A”- “TECHNICAL BID”

ENVELOPE “B”- “FINANCIAL BID”

(b) No bid shall be accepted after this specified date and time. However the Competent Authority in the Embassy of India, Bangkok, reserves right to extend the date/time for submission of bids, before opening of the Technical Bids.

9. BID OPENING PROCEDURE:-

- (a) The Technical Bids (Envelope “A”) shall be opened at Embassy of India, Bangkok on 26.11.2022 at 1600 hrs in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority. After evaluation of Technical bids, a list of qualified bidders will be prepared by the Embassy of India, Bangkok. The Financial Bids (Envelope-“B”) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/fax.
- (b) The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the committee authorized for the purpose. Those Bidders who qualify the Technical Bid stage, will be intimated through mail/fax about the date of opening of the Financial Bids.
- (c) The date fixed for opening of bids, if subsequently declared as Holiday by the Government, the revised date of schedule will be notified. However, in absence of such notifications, the bids will be opened on next working day, the time remaining unaltered.
- (d) A letter of Authorization shall be submitted by the bidder’s representatives before opening of the bids.
- (e) Absence of bidder or their representatives shall not impair the legality of the opening procedures.
- (f) After opening of the Technical Bids and verifying the EMD amount, or a judicially valid Undertaking, the Technical Bids shall be evaluated to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Documents.

10. Clarification on Technical Bid:-

- (a) The Technical Bid shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the Client may, at its discretion, ask any bidder for a clarification of its bids. Any clarification submitted by a bidder that is not in response to a request by the Client shall not be considered. The Client’s request for a clarification and the response shall be in writing.
- (b) If a bidder doesn’t provide clarifications of his bid by the date and time set in the Client’s request for clarification, its bid may be rejected.
- (c) Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause section III, Para-2.

SECTION- III: “MINIMUM ELIGIBILITY CRITERIA”

1. The following shall be the minimum eligibility criteria for selection of bidders at Technical bid stage of the bidding process:-

- (a) **Legally Valid Entity:** The bidder/bidding firm shall necessarily be a legally valid entity either in the form of Limited Company or a Private Limited Company registered under the relevant Act or a firm having trade license granted by Concerned Authority to do business in Bangkok, Thailand. The proof for supporting the Legal Validity of the bidder or bidding firm shall be attached with the bid.
- (b) **Registration:** The bidder/bidding firm must have VAT registration with the Concerned Authority. The proof in support of the same shall be attached with the bidding documents.
- (c) **Experience:** The bidder shall have experience in providing supply/maintenance services for Embassies/High Commissions/Government Ministries/Departments/Public Sectors Companies/Reputed Corporate Organization/Multi-National Companies.
- (d) **Company Profile/Information Regarding Key Personnel:** The bidding company shall also include in its bid, as per proforma at Annexure-7 of this document, details about the company and about the company and about its key personnel.

2. Documents Supporting the Minimum Eligibility Criteria:

- (i) As proof of having fully adhered to the minimum eligibility criteria under section-III, 1(a), attested copies of the Certificate Issued by the respective authority should be attached with the bid document.
- (ii) As proof of having fully adhered to the minimum eligibility criteria under section-III, 1(b) attested copy of the VAT registration Certificate (if any) should be attached with the bid document.
- (iii) As proof of having fully adhered to the minimum eligibility criteria under section-III, 1(c), attested copies of experience certificates for completed work/ongoing work issued by the Foreign Embassies/High Commissions/Government Ministries/Departments/Public Sectors Companies/Reputed Corporate Organization/Multi-National Companies shall be attached with bid document.
- (iv) As proof of having fully adhered to the minimum eligibility criteria under section-III, 1(d), attested copies of supporting documents for company profile/information about key personnel may be provided along with Annexure-6 of this tender document.

SECTION-IV: "PERFORMANCE SECURITY" (PS)

1. Prices:

- a. The price quoted shall be considered firm and no price escalation will be permitted.
- b. Bidders must quote the price in the format given in Price Schedule at Annexure-2 of this document.
- c. All amounts are to be quoted only in Thai Baht(THB).
- d. The prices quoted should be inclusive of freight, insurance, packing, distribution, after sales service.

2. Performance Bank Guarantee (PBG):

The successful bidder will be required to furnish the Performance Bank Guarantee in form of a Bank Guarantee for the 10% (ten percent) amount of the Purchase Order within 15 days of receipt of Purchase Order, as per the format attached to this document (Refer Annexure-5). This bank guarantee shall remain valid till the completion of warranty period.

3. PERFORMANCE SECURITY (PS):

(a) The successful bidder has to deposit Performance Security which will be a sum equivalent to 10% of the accepted contract value in favour of 'Embassy of India, Bangkok', payable at BANGKOK in form of Demand Draft/Pay Order/Bank Guarantee within fifteen (15) days of the acceptance of the LoA. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider (SP). In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security.

(b) The Performance Security will be forfeited by order of the Competent Authority in Mission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may deemed fit by the Mission sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of SP's bill has been received and examined.

(c) If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Ministry/Mission shall be free to make other arrangements at the risk, cost and expense of the Contractor.

(d) On due performance and completion of the contract in all respects, the Performance Security will be returned to the SP without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

4. Warranty & Maintenance:-

All the items supplied shall carry 3(Three) years Warranty & Annual Maintenance Contract for 07(Seven) years. Sufficient spares should be available in stock with the supplier and certificate for availability of spares in Bangkok for at least 7 years after the Warranty period. The bidder must undertake to provide the installation and warranty service at Bangkok. The repairing/rectification/replacement/configuration required, if any, of the items under warranty must be done on site.

Maintenance contract is to start after expiry of the warranty period, during which period the goods are to be maintained free of cost by the supplier. The cost component towards maintenance of the goods for specified number of years is also to be evaluated tender value.

“ The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.”

5. **Payments:**

- a. 70% of the payment will be made on delivery of material and production of claim with supporting document.
- b. Payment of 20% against successful installation & commissioning as per contract document and to the satisfaction of Embassy of India, Bangkok.
- c. Balance 10% payment will be made on the completion of warranty period or against submission of Bank Guarantee of equivalent amount from any bank valid for the entire period of warranty.

6. Penalty for Delayed Services:

- a. Embassy of India, Bangkok reserves the right to levy penalty @ of 1% of order value per week of delayed beyond the scheduled deliveries/execution of the order successfully , subject to maximum of 5% of the order value.
- b. Embassy of India, Bangkok reserves the right to cancel the order in case the delay is more than 04 weeks.
- c. The penalties, if any shall be recovered from the 20% claim due after installation & commissioning.

7. **Force Majeure:** Embassy of India, Bangkok may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of nature (like earthquakes, floods, storms etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful Bidder's premises.

Other Conditions, Force Majeure & Penalty Clause:

- (a) The Company should submit precise profile of its key clients alongwith details of services provided.
- (b) Should any new areas of work not envisaged as being part of this tender document are added, the prices for the new areas of work shall be mutually agreed upon between the Client and the bidder based on the actual rate analysis or as per the prevailing rates as agreed in this tender document.
- (c) The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the Mission's premises as stated in the eligibility criteria.
- (d) Work shall be carried out in such a manner that the work of other Agencies operating at the site is not hampered due to any action of the Contractor. Proper Co-ordination with other Agencies will be the Contractor's responsibility. In case of any dispute the decision of Embassy of India, Bangkok, Thailand shall be final and binding on the contractor. No claim whatsoever shall be admissible on this account.

ANNEXURE-1

Tender Submission Sheet

{To be submitted with the Financial Bid only}

Invitation for Tender No.:

Date:

Tender Name:

To:

[Name and address of Employer] We, the undersigned, offer to execute and complete in conformity with the Conditions of Contract and associated Contract Documents including Addenda Nos.....and maintain the whole of the said works at the rates quoted against each items in the Bill of Quantities. The total price of our Tender is: THB_____:[insert values in figures]_____ [insert value in Words] Our Tender shall be valid for the period stated in the ITB and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security for an amount of THB 60,000/- only is attached in the form of a [state pay order, bank draft] valid for a period of 28 days beyond the Tender validity date.

If our Tender is accepted, we commit to obtaining a Performance Security as per the terms & conditions of Tender Documents and valid for a period of 28 days beyond the date of issue of the Defect Liability Certificate of Works.

We declare that the Government of Thailand has not declared us, and any Subcontractors or Contractors for any part of the Contract ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

We are not participating as more than one Tenderer in this Tendering process. We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed:

In the capacity of: Duly authorized to sign the Tender on behalf of the Tenderer

Annexure-2

Format for submitting the Price Schedule for Supply and Installation of one unit of Baggage x-ray Machine to Embassy of India, Bangkok

(To be submitted along with the financial bid only)

BID No./01/20

Date:.....

To,

Head of Chancery
Embassy of India,
Bangkok, Thailand

Price Schedule

S.No.	Item	Total Bid Quantity	Total Price (In THB)
1	2	3	4
1	One unit of baggage X-ray Machine	1 (One)	

Note:

Above quoted price for supply and installation of one unit of Baggage x-ray Machine is complete in all aspect as per technical specifications and terms & conditions mentioned in the bid document.

Yours faithfully,

(Signature of Authorized Signatory)

Name:

Designation:

Company seal:

ANNEXURE-3

Notification of Award:

Contract No.

To:

[Name of Contractor]

This is to notify you that your Tender dated [insert date] for the execution of the Works for [name of project/Contract] for the Contract Price of THB. [Amount in figures and in words], as corrected and modified in accordance with the Instructions to Tenders is hereby accepted by [name of Employer].

You are requested to proceed with the execution of the Works on the basis that this Notification of Award shall constitute the formation of a Contract, which shall become binding upon you furnishing a Performance Security and signing the Contract Agreement within Seven (7) days. We attach the Contract Agreement for your perusal and signature.

Signed

Duly authorized to sign for and on behalf of

[Name of Procuring Entity]

Date:

ANNEXURE-4

Contract Agreement

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Employer] (hereinafter called “the Employer”) of the one part and (name and address of Contractor) (hereinafter called “the Contractor”) of the other part:

Whereas, the Employer invited Tender for certain works, viz [brief description of works] and has accepted a Tender by the Contractor for the execution of those works in the sum of THB[Contract price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a. the signed Contract Agreement;
 - b. the letter of Notification of Award
 - c. the completed Tender Submission Sheet as submitted by the Tender;
 - d. the priced Bill of Quantities as submitted by the Tender; e. Scope of Work, and
 - f. Performance Bank Guarantee
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Employer:

Signature

Print Name

In the presence of Name

Address

For the Contractor:

LETTER OF BID

Dated.....,20

To,
Dharmendra Singh
First Secretary(HOC)
Embassy of India, Bangkok
46, Soi 23 (Prasarnmitr),
Sukhumvit Road, Bangkok, 10110.

Ref: Invitation for Bid No. BAN/PERS/813/01/2020 dated _____,20

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addendum issued in accordance with Instructions to Bidders.

2. We offer to execute in conformity with the Bidding Documents supply and installation of one unit Baggage X-Ray machine at the Embassy of India, Bangkok, 46, Soi 23, (Prasarnmitr) Sukhumvit Road, Bangkok.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and may be accepted at any time before the Expiry of the period.

4. If our bid is accepted, we commit to submit requisite Performance Security Deposit as per the tender documents.

5. We also declare that the Government of India or any other Government body has not declared is ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Your sincerely
Authorized Signatory.

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding company)
(To be printed on Bidder's letterhead)

ANNEXURE-5
PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate value)

**The Head of Chancery,
Embassy of India,
46, Soi 23 (Prasarnmitr),
Sukhumvit Road, Bangkok, 10110**

Bank Guarantees No:

Date:

Dear Sir(S)

This has reference to the Purchase Order No. _____ Dated _____ been placed by Embassy of India, Bangkok to M/s (Name & Address of vendor) for.

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and

2. Arrange for the comprehensive warranty service support towards the items supplied by vendor on site across Bangkok, Thailand, as per the warranty clause in said purchase order.

M/s (Name of Vendor) has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the purchase order No. _____ (Name of vendor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

Embassy of India, Bangkok shall be at liberty without reference to the Bank and without affecting the full liability of the Bank here-under to take any other undertaking of security in respect of the supplier's obligations and/or liabilities under or in connection with the said contract or to vary the terms via-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of the Embassy of India, Bangkok under any security(ies) now, or hereafter held by the Embassy of India, Bangkok and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the Embassy of India, Bangkok here-under or of prejudicing right of the Embassy of India, Bangkok against the bank.

his undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the Embassy of India, Bangkok and liabilities of the supplier arising up to and until date.

Your right to cover the said sum of THB. _____ (Thai Baht _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised by M/s. and /or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under guarantee is restricted to THB _____ (Thai Baht _____ only). Our guarantee shall remain in force until/unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.....

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed THB.....(in words)
- B. This bank guarantee shall be valid up to..... & unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand or before.....
- D. The Bank guarantee will expire on.....

Granted by the Bank

Yours faithfully,
For (Name of Bank)
SEAL OF THE BANK
Authorized Signatory

Annexure-6

(On the letterhead of the bidding company)

The Head of Chancery,
Embassy of India,
46, Soi 23 (Prasarnmitr),
Sukhumvit Road, Bangkok, 10110

UNDERTAKING

I, _____ of M/s. _____, having registered office at _____, do hereby undertake that my company, M/s. _____, will not withdraw or modify its bids from Tender No. _____/01/20__ dated _____.20__ for 'supply and installation of one unit of Baggage X-ray machine at the Chancery Complex of Embassy of India, Bangkok' during the period of validity of the bids.

I further undertake to have understood that if my company M/s. _____ Enterprise withdraws or modifies its bids or if it fails to sign the contract or fails to submit a performance security before the stipulated deadline if the work is awarded to it, M/s. _____ will be suspended for a specified time period from being eligible to submit bids for contracts with Embassy of India, Bangkok.

Place:

Date:

Annexure-7

CONTACT DETAILS FORM

Bidder's description format summary

Name of the Bidding Firm	
Name of Partner(s) & Nationality	
Name of the Authorized Signatory	
Nationality	
Passport No.	
Email ID	
Telephone No.	
Fax No.	
Year of Incorporation	
Registration No.	
Service tax no.	
Registered Office & Address	
Branch offices in (with address and Contact details) if any	
Average Annual turnover in the last five financial years	
Total Staff Strength with Nationality of Employees	
Total Technical staff percentage	
Nationality of Staff working in Company and to be deputed for workshop	
(National of India or friendly country)	

DETAILS ABOUT KEY PERSONNEL OF THE BIDDING COMPANY

(With ID proof/supporting documents)

- 1.
- 2.
- 3.
- 4.

Minimum quality benchmark specifications for the Baggage Scanner as given below in a tabular form:-

Sr.No.	Specifications	Prescribed Standards	Specific ation in Present Baggage Scanner	Remarks
01.	Resolution	42 SWG or better		
02.	Tunnel Size	Shell be Minimum 600 mm x 400mm		With 10% variation only on higher side
03.	Penetration	>=30 mm Steel		
04.	Voltage	180-260 v, 50 Hz Signal Phase		
05.	Conveyor Belt			
	a) Speed	Should be at least 0.2 mts per second or better		
	b)Maximum load	should be 160 Kg		
	c) Conveyor belt height	Should be at least 750 mm		
	d) Facility of bi-direction scanning	Should be available		
	e) Idle SS rollers	To be provided with input/out frames at both ends of the tunnel		
06.	X-Ray Generator			
	a) Cooling	Sealed Oil bath		
	b) Anode Voltage	>=160 Kev		
	c) Tube Current	<=1 mA		
	d)Beam divergence	60 degrees		It should be such that the complete image of maximum size of bag is displayed without corner cuts.
07.	Image Processing			
	a) Sensor	Folded arrey		
	b) Grey levels	>=4096		
	c)Display	High resolution SVGA, 22" TFT, LED Colour monitors, low radiation		Full HD display
8.	Computer configuration for image Storing and archiving			

	a) Processor	Core i3 or better available in market	
	b) Hard Disk	350 GB or better	It should have the capacity of archiving 3000-4000 images
	c) CD/DVD	Drive R/W	Copy of all software with recovery CD and password should be provided.
	d) RAM	3 Gb or better	
	e) UPS	Reputed make online UPS like Tata libert, APC, Microtek	Minimum 30 Minutes backup on full load.
	e)* Voltage range Output Voltage	180-260 V, 50 Hz signal phase 230 VAC \pm 1%	
	f) Transfer Time	0 ms	
	g) Zoom facility	X8 Zoom or more	Image features shall be key board controller
	h) Multi energy imaging facility (140 KeV approx)		Material of different atomic members will be displayed in different colours to distinguish between organic and inorganic materials
	i) Alarm	Audio and visual both	If the machine fails to penetrate an item, then an alarm should be generated to notify the operator
9.	a) Threat Image Projection (TIP) system	Shall be incorporated in the offered x-ray machine	The system will create a threat object and the same will be superimposed on the monitor screen while a bag is being scanned.
	b) Design of the system and image library	The TIP facility should have X-ray technologies such as automatic reject unit, dual x-ray screen technologies, automatic threat recognition system. Image library containing at least 100 explosive devices and 100 knives and 100 firearms in various size, shapes, locations and orientations	The image should be highlighted, upon identification and feedback message shall be visible to the screener. All data should be stored on the system for a minimum Two months after it has been downloaded.

	Time Interval	<p>Programming facility shall be available to project threat images in different intervals. Once the scanner has responded to identify the computer generated threat image, it should remain on screen for a predefined user programmable time for analysis.</p> <p>Different colour coding shall be used for feed back to the screener. Recommended that colour code RED for MISS, Green for HIT and Yellow to False Alarm or interrupt be used.</p>		
10	Baggage counter/Black and white image/Maintenance reminder	Preferred		
11	Image Enhancement	Should be available		
12	Recalling of Images	15-20 previous images		
13	Operating Temperature	0 degree to 40 degree Celsius		
14	Anti rodent and dust proof	Cover must be provided.		
	ISO Certification	The company should have ISO Certification for manufacturing and servicing of the x-ray scanning machine.		
15	Safety	The machine must comply with requirement of health and safety regulations with regard to mechanical, Electrical and Radiation hazards.		Test Certificate from Atomic Energy Regulatory Board of India regarding Radiation safety.
	b) Radiation level	<0.1 mR/Hr at a distance of 05 cm from external housing.		
	c) Lead impregnated	Should be available at		