

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries

Sl. No	Page No.	Section /Clause / Point	Tender Description	Request for amendment	Employer's reponse to queries
1	8	xii.	Bidder shall obtain requisite approvals/ NOC from Atomic Energy Regulatory Board (AERB). Bidders to be responsible for all compliances and clearance required from AERB/Statutory bodies including safety, security of the equipments till the final handing over of the equipment to the Truck Scanner Operator / authorized representative of IICC Limited.	AERB approval will be the responsibility of the Purchaser . Bidder will support for the documentation . Any delay in approval from AERB will be facilitated by Purchaser. Approval from AEBR will be the responsibility of the Purchaser . Bidder will only support for the required documentation. Any delay in approval from AERB will be facilitate by Purchaser.	RFQ cum RFP provisions shall remain unchanged.
2	9	xviii.	Successful bidder shall submit a Performance Security within 15 days of the Notification of Award. (Form 5).	Pls chage this to 30 days	RFQ cum RFP provisions shall remain unchanged.
3	9	xix	Successful bidder (Contractor) shall sign the contract within 21 days of Notification of Award.	Pls chage this to 30 days	RFQ cum RFP provisions shall remain unchanged.
4	9	xx.	Contractor shall submit a Time Schedule (Bar Chart) within 15 days of Notification of Award.	Pls chage this to 30 days	RFQ cum RFP provisions shall remain unchanged.
5	9	xxii.	Contractor shall obtain requisite approvals from Atomic Energy Regulatory Board (AERB), as per their prescribed procedure, till the handing over of the Scanner Facility to the Truck Scanner Operator/ authorized representative of IICC Ltd.	Pls edit : Contractor will facilitate for AERB approval & all documents will be submitted by Buyer only	RFQ cum RFP provisions shall remain unchanged.
6	10	xxv.	Contractor shall obtain requisite approvals/ clearances from Port authorities, Customs and other statutory bodies (as applicable) as per their procedure. Only supporting documents shall be provided by IICC Limited.	Pls clarify this clause in details	The Clause is self explanatory. The bidder has to obtain all the requisite approvals.
7	10	xxvi	Contractor shall submit to the Employer the Factory Acceptance Test (FAT) with all supporting documents within one months and Site Acceptance Test (SAT) procedure documents within four months of the Notification of Award.	Pls edit this timeline . This is too short from the date of notification of award.	RFQ cum RFP provisions shall remain unchanged.
8	10	xxvii.	FAT will be conducted by a third-party inspection agency (TPIA) from the list of the vendors namely 1) Bureau Veritas; 2) TUV; 3) SGS to be hired by the Contractor and approved by IICC Limited. The cost of hiring, inspections, travelling and any expenses related to carrying FAT shall be borne by the Contractor including visits to countries outside India and within India. The Employer would be intimated by the Contractor well in advance about the dates of Inspection to be carried. The Employer reserves the right to carry inspection at the source of origin or at Project premises as the situation permits. The Contractor is required to facilitate all arrangements to the Employer within India or outside India to carry such inspections to the complete satisfaction as per the provisions of the Contract.	Pls clarify this clause. FAT- arrangement of the Employer with in India or outside india. Who will borne this cost.	The Contractor is required to make/facilitate all arrangements within India or outside India to carry such inspections by the TPIA and the Employer as per the provisions of the Contract at its own cost .
9	10	xxix	Contractor shall complete site preparation works (Civil, Mechanical, Electrical, Plumbing, Fire Protection System and ICT works) and site activities prior to receipt of the Gantry Based System for installation.	Pls clarify for Gas pipeline at Installation site, Trees at site, installed Electric Substation route and need to provide clear site before start of any work	During site visit held on 29th Jan 2024 all such details were clarified. Also, refer drawings attached in Corrigendum-2
10	24	PERFORMANCE SECURITY 1.60	The successful Bidder must submit performance security within (15) fifteen days from the date of notification of award.	Pls change this to 30 days	RFQ cum RFP provisions shall remain unchanged.
11	25	CONTRACT PRICE 1.66	The Contract Price shall not be subjected to any adjustment in respect of rise or fall in the cost of labour, materials, currency rate variation, devaluation or any other matter having implication on the cost of the execution of the Contract and adjustments for subsequent legislation, statute, ordinance, decree, law, regulation that may occur in the country in which the Full Body X-Ray Truck Scanner (Gantry Based) System is being manufactured or implemented. Comprehensive Annual Maintenance charges for post warranty maintenance shall include the cost of spare parts that will be required to be replaced & consumables, inclusive of taxes and duties, labour cess etc.	Pls remove consumables	RFQ cum RFP provisions shall remain unchanged.
12	26 & 27	Stages and Method of Payment		Pls edit the payment terms. 1. 50% advance post signing the Contract , performance BG will be provided. 2. 40% At the time of Shipment arrival notification given to buyer before delivery at site. (with in 30 days for this payment) 3. 10% at the time of Installation & Handover . (with in 30 days for this payment)	RFQ cum RFP provisions shall remain unchanged.
13	27	Retention Money 1.75	Retention money shall be deducted from each running/ final bill of the contractor @ 5% (five per cent only) of the gross value of the Running Account/ final bill. No interest shall be payable to the Contractor on the amount retained in cash towards retention money.	Pls delete this Clause.	Please refer Corrigendum-2 for revised Clause.
14	29	DATA SHEET 1.78	Completion Time from the date of award : 10 months (complete in all respects	Kindly edit this to 15 Months from the date of Award.	Please refer Corrigendum-2 for revised Clause.
15	32	PERFORMANCE SECURITY 2.7	PERFORMANCE SECURITY 2.7 Within fifteen (15) days of the issue of notification of award (LOA) by	Pls edit this to 30 days	RFQ cum RFP provisions shall remain unchanged.

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16	33	INSPECTION AND QUALITY CONTROL 2.12	The Employer and/or his representative(s) will, carry out Factory Acceptance Tests (FAT) as per the terms of the contract at the Contractor's premises or the premises of the sub contractors of the Contractor before despatch of goods to check if the goods and related services conform to and perform as per the specifications and quality control requirements of the contract.	Pls clarify the No of people for this FAT	Number of people will depend on case to case basis.
17	36	SUB-CONTRACTS 2.28	The Contractor shall not sub-contract for facility construction/ works without the approval of the Employer.	Pls clarify	Contractor has to take prior approval before appointing sub-contractor
18	38	LIQUIDATED DAMAGES 2.39	If the Contractor fails to complete the work or deliver any or all of the goods or fails to perform the services within the delivery schedule, unless such failure is due to a Force Majeure event, the Employer shall, without prejudice to other rights and remedies available to the Employer under the contract, deduct as liquidated damages 0.5% percent of the delivered price of the delayed goods and/or services for each week of delay or part thereof subject to a maximum deduction of 10% percent. Further, during the above mentioned delayed period of supply and/ or performance, the Contractor, notwithstanding any stipulation in the contract for increase in price for any ground, shall not be entitled to any increase in price, tax and cost, whatsoever, which take place during the period of delay. But, nevertheless, the Employer shall be entitled to the benefit any decrease in price, tax and cost on any ground during that period of delay.	Pls cap the LD maximum deduction upto 5% only	RFQ cum RFP provisions shall remain unchanged.
19	42	3.1 (iii)	Obtaining regulatory and statutory clearances;	This will be responsibility of the purchaser . Pls edit this clause	RFQ cum RFP provisions shall remain unchanged.
20	42	3.1 (vii)	Product Support for fifteen years after two years' warranty period	Pls edit : Product support for 10 years from the date of Installation.	RFQ cum RFP provisions shall remain unchanged.
21	42	3.1 (viii)	Provide upgrades from time to time	Pls remove. : Any upgrade cost will be borne by buyer. This will be chargeable.	RFQ cum RFP provisions shall remain unchanged.
22	42	REGULATORY REQUIREMENTS 3.4	The Contractor shall obtain all requisite clearances in this regard and shall also make payment of fee/processing charges/ deposits, as required. Further, the Contractor will be required to provide type test certificate from AERB for the Full Body X-Ray Truck Scanner (Gantry Based) System being offered along with the bid. Wherever, the application for approval has to be obtained from the Authorities, the Employer shall assist the Contractor in getting the said approval and the contractor shall prepare all such documents as are necessary to obtain the clearances and shall also make requisite payments, if any.	All requisite clearances will be only supported by us.	RFQ cum RFP provisions shall remain unchanged.
23	43	3.6 (xiii)	Obtaining NOC from all such statutory authorities for successful commissioning and functionality and handing over shall be the scope of bidder.	Pls edit this clause. It will be the buyer responsibility.	RFQ cum RFP provisions shall remain unchanged.
24	43	3.6	In case of any additional statutory or functional requirements which are necessary for commissioning & functionality of the facility, the bidder shall consider all those costs in bid price.	Any additional requirement as suggested by statutory requirement will be borne by buyer at additional cost.	RFQ cum RFP provisions shall remain unchanged.
25	44	3.6	The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employers requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.	Pls edit this to 45 days post clear site handover.	RFQ cum RFP provisions shall remain unchanged.
26	45	SITE WORKS 3.7	The site works will have to be carried out on developed/ undeveloped piece of land. Hence,the Bidder is advised to visit the site of installation, at his own expenses, so as to have first-hand assessment of the extent/type of construction work involved at each site, its surrounding and availability of services. Prospective bidders may contact the Employer during the site visit for obtaining relevant information relating to site and other associated activities required for installation and commissioning of Full body X ray truck scanner (Gantry based).	Pls share the build up area and capture in the tender document	<p>please refer Clause 3.6 - Concept layouts of the facility and building (Control room) are enclosed in Appendix II which is minimum requirement. In case of any additional statutory or functional requirements which are necessary for commissioning & functionality of the facility, the bidder shall consider all those costs in bid price.</p> <p>Notwithstanding to above, the requirement provided in the Appendix-II is minimum.</p> <p>The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employer's requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.</p>
27	46	3.9 (g)	The Contractor shall get the design of the facility including the Fire arrangements approved from SDMC and Delhi Fire Services before submission of detailed design.	Fire arrangement approval will be the responsibility of the buyer.	RFQ cum RFP provisions shall remain unchanged.
28	46	3.10	Equipment/ components/ systems/ assemblies, materials, etc. available in India should be used in constructing and equipping the Facility. Furniture & fixture required for the Facility under Make in India plan except those not manufactured in India but required for successful commissioning of the entire project shall be of approved make, quality and numbers and as approved by the Employer. All materials & items used in the construction of Facility should be new, of reputed brand/make and of tested quality (supported by test certificates from the manufacturer or Govt. approved laboratory). Three levels of quality control & surveillance checks should be employed during the construction phase; by utilising the services of duly qualified & experienced staff.	Pls clarify the Quantity and numbers	Contractor to specify the same in his design which is to be approved by the Employer.
29	47	3.12	Obtaining Electrical Inspector's and any other statutory clearances (BSES Rajdhani) should be responsibility of Contractor.	Pls remove this clause. All approvals will be arranged by buyer.	RFQ cum RFP provisions shall remain unchanged.

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30	49	SITE FACILITIES 3.20 (a)	Contractor may construct temporary buildings associated with site administration, car parks, cycle stands and access ways shall also be constructed.	Pls clarify	Temporary buildings/construction/ancillary works required for any facilitating SITC of truck scanner shall be executed by the Contractor at its own cost.
31	51	DELIVERY SCHEDULE 3.26	The Contractor shall deliver the Full Body X-Ray Truck Scanner (Gantry Based) System complete in all respect including successful testing and commissioning System to the IICC within TEN MONTHS from the date of notification of award.	Pls edit this to 15 months from the date of notification of award	Please refer Corrigendum-2 for revised Clause.
32	51	PROGRESS AND MONITORING 3.29	Within 15 days of the notification of award of contract, the Contractor should submit a detailed Time Bar Chart/PERT chart covering key phases of design, manufacture, inspection & testing, site works, supply,	Pls edit 45 days	RFQ cum RFP provisions shall remain unchanged.
33	52	GENERAL MAINTENANCE REQUIREMENTS 3.31	The agreement between the Bidder and the maintenance contractor should clearly specify that the Bidder will provide all necessary technical support including supply of spares and consumable to the maintenance contractor during the maintenance period; both during warranty and post warranty; so that the latter can effectively maintain the Full Body X-Ray Truck Scanner (Gantry Based) System.	Pls remove consumables	RFQ cum RFP provisions shall remain unchanged.
34	52	WARRANTY MAINTENANCE 3.32	The Contractor must deploy only qualified and experienced staff in maintenance activities. The spare parts whatever required shall be provided by the Contractor free of cost.	Pls provide the Manpower requirement at Site.	Bidder to assess the Manpower requirement required for the scope of works as per RFP.
35	53	3.35	Sunday and any other Govt. Holidays will be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the Full Body X-Ray Truck Scanner (Gantry Based) System remains non-operational continuously beyond this time limit, 1% of the CAM cost will be deducted for every such day or part thereof.	Pls remove Sunday and Govt. Holidays	RFQ cum RFP provisions shall remain unchanged.
36	53	SOFTWARE & SOFTWARE UPGRADES 3.40	The Contractor shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the system unavailability is minimal. The Contractor shall also comply and guarantee software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).	Pls remove this clause	RFQ cum RFP provisions shall remain unchanged.
37	53	SOFTWARE & SOFTWARE UPGRADES 3.41	Taking into account the operational requirements of the Employer, there may be a need to customize some portion of the software. Contractor should agree for such customization, which is expected to be limited, at no extra cost.	Pls remove this clasue	RFQ cum RFP provisions shall remain unchanged.
38	67	FACTORY ACCEPTANCE TESTS (FAT) 4.6 (1)	Submission of FAT document: Shall be made available to the Employer for review within one months of the notification of award.	Pls edit this date	RFQ cum RFP provisions shall remain unchanged.
39	24	1.59 clause	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 21 working days from the issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful bidder, it shall execute the Contract as attached with this RFQ cum RFP document within 21 (twenty-one) days from the date of issue of LOA. The Successful bidder shall not be entitled to seek any deviation in the Contract.	Agreement need to be as per mutual agreement & bidder can seek modification or amendment in the agreement.	RFQ cum RFP provisions shall remain unchanged.
40	39	Clause 2.42,2.43,2.44	2.42 Without prejudice to any other contractual rights and remedies available, the Employer may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the delivery period specified in the contract, or within any extension thereof granted by the Employer. 2.43 If the Employer terminates the contract in whole or in part, the Employer may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Employer for the extra expenditure, if any, incurred by the Employer for arranging such procurement. 2.44 Unless otherwise instructed by the Employer, the Contractor shall continue to perform the contract to the extent not terminated.	Notice and rectification period should be provided for here).	RFQ cum RFP provisions shall remain unchanged.

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41	40	Clause 2.52 (Arbitration)	The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The arbitration proceedings shall be held at New Delhi by a Sole Arbitrator who shall be appointed by SPV and whose decision shall be final and binding upon the Parties. The Contractor hereby confirms that he/she/it shall have no objection to this appointment.	Unilateral appointment of arbitrator is not permissible under the law , Pls edit.	RFQ cum RFP provisions shall remain unchanged.
42		Clause XIV Remedies	The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party shall be in addition to Remedies otherwise available to the Disclosing Party at law or in equity”.	Arbitration as a method of dispute resolution should be specifically provided for in this Agreement as well. “ Any dispute or difference arising out of this contract shall be finally settled through arbitration, governed by the Indian Arbitration and Conciliation Act, 1996, as amended from time to time, by a sole arbitrator to be jointly appointed by the Employer and the Seller/Service Provider. The seat of arbitration shall be New Delhi. The arbitral award shall be reasoned and will be final and binding on the parties. Subject to the foregoing, courts at New Delhi shall have sole and exclusive jurisdiction.”	RFQ cum RFP provisions shall remain unchanged.
43		Pls add	Limitation of liability clause not provided for in the entire RFP	“(a) Notwithstanding anything in this Contract, the Seller shall not be liable for indirect, special, third part incidental, exemplary, or consequential damages, including without limitation loss of use, loss of savings, loss of revenues, loss of business, lost profits, data, or goodwill, whether based on breach of warranty or other contract breach, negligence or other tort or on any strict liability theory. (b) Subject at all times to the above subclause (a), the aggregate cumulative liability of the Seller, including without limitation liability resulting directly or indirectly from breach of contract, breach of a duty of care or statutory duty or product liability, shall in no event exceed the amount of total price of the contract price. (c) Nothing in subsection (b) and this subsection (c) shall exclude or limit the liability of the Seller, in circumstances where the losses claimed are alleged to have resulted from (i) personal injury or death arising in or out of the Seller's negligence; (ii) any fraud or fraudulent conduct on the part of the Seller, or (iii) any other liability that cannot be excluded by law, and where (in each case) such fault or liability on the part of the Seller, is adjudicated to be the cause of the losses.”	RFQ cum RFP provisions shall remain unchanged.

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45	9	xviii.	Successful bidder shall submit a Performance Security within 15 days of the Notification of Award. (Form 5).	Requested to amend as 30 days	RFQ cum RFP provisions shall remain unchanged.
46	9	xix	Successful bidder (Contractor) shall sign the contract within 21 days of Notification of Award.	Requested to amend as 30 days	RFQ cum RFP provisions shall remain unchanged.
47	9	xx.	Contractor shall submit a Time Schedule (Bar Chart) within 15 days of Notification of Award.	Requested to amend as 30 days	RFQ cum RFP provisions shall remain unchanged.
48	9	xxii.	Contractor shall obtain requisite approvals from Atomic Energy Regulatory Board (AERB), as per their prescribed procedure, till the handing over of the Scanner Facility to the Truck Scanner Operator/ authorized representative of IICC Ltd.	As per regulatory norms for such system, To get AERB approval is the responsibility of the Purchaser . Shortlisted Bidder can support for the documentation. Any delay in approval from AERB will be facilitate by Purchaser.	RFQ cum RFP provisions shall remain unchanged.
49	10	xxv.	Contractor shall obtain requisite approvals/ clearances from Port authorities, Customs and other statutory bodies (as applicable) as per their procedure. Only supporting documents shall be provided by IICC Limited.	Please list out the types of approval.	The Clause is self explanatory. The bidder has to obtain all the requisite approvals.
50	10	xxvi	Contractor shall submit to the Employer the Factory Acceptance Test (FAT) with all supporting documents within one months and Site Acceptance Test (SAT) procedure documents within four months of the Notification of Award.	Requested to provide more time for submission of FAT documents.	RFQ cum RFP provisions shall remain unchanged.
51	10	xxvii.	FAT will be conducted by a third-party inspection agency (TPIA) from the list of the vendors namely 1) Bureau Veritas; 2) TUV; 3) SGS to be hired by the Contractor and approved by IICC Limited. The cost of hiring, inspections, travelling and any expenses related to carrying FAT shall be borne by the Contractor including visits to countries outside India and within India. The Employer would be intimated by the Contractor well in advance about the dates of Inspection to be carried. The Employer reserves the right to carry inspection at the source of origin or at Project premises as the situation permits. The Contractor is required to facilitate all arrangements to the Employer within India or outside India to carry such inspections to the complete satisfaction as per the provisions of the Contract.	Please clarify this clause. FAT- arrangement of the Employer with in India or outside india. Who will borne this cost.	The Contractor is required to make/facilitate all arrangements within India or outside India to carry such inspections by the TPIA and the Employer as per the provisions of the Contract at its own cost .
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53	24	PERFORMANCE SECURITY 1.60	The successful Bidder must submit performance security within (15) fifteen days from the date of notification of award.	Requested to amend as 30 days	RFQ cum RFP provisions shall remain unchanged.
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55	26 & 27	Stages and Method of Payment		Requested to amend the payment terms as follows: 1. 50% advance post signing the Contract , performance BG will be provided. 2. 40% At the time of Shipment arrival notification given to buyer before delivery at site. (with in 30 days for this payment) 3. 10% at the time of Installation & Handover . (with in 30 days for this payment)	RFQ cum RFP provisions shall remain unchanged.
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57	29	DATA SHEET 1.78	Completion Time from the date of award : 10 months (complete in all respects	Requested to amend as 15 Months from the date of Award.	Please refer Corrigendum-2 for revised Clause.
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68	44	3.6	The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employers requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.	Please ammend this to 45 days post clear site handover.	RFQ cum RFP provisions shall remain unchanged.
69	45	SITE WORKS 3.7	The site works will have to be carried out on developed/ undeveloped piece of land. Hence,the Bidder is advised to visit the site of installation, at his own expenses, so as to have first-hand assessment of the extent/type of construction work involved at each site, its surrounding and availability of services. Prospective bidders may contact the Employer during the site visit for obtaining relevant information relating to site and other associated activities required for installation and commissioning of Full body X ray truck scanner (Gantry based).	Please provide the build up area and capture in the tender document	<p>please refer Clause 3.6 - Concept layouts of the facility and building (Control room) are enclosed in Appendix-II which is minimum requirement. In case of any additional statutory or functional requirements which are necessary for commissioning & functionality of the facility, the bidder shall consider all those costs in bid price.</p> <p>Notwithstanding to above, the requirement provided in the Appendix-II is minimum.</p> <p>The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employer's requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.</p>
70	46	3.9 (g)	The Contractor shall get the design of the facility including the Fire arrangements approved from SDMC and Delhi Fire Services before submission of detailed design.	Fire arrangement approval will be the responsibility of the buyer.	RFQ cum RFP provisions shall remain unchanged.
71	46	3.10	Equipment/ components/ systems/ assemblies, materials, etc. available in India should be used in constructing and equipping the Facility. Furniture & fixture required for the Facility under Make in India plan except those not manufactured in India but required for successful commissioning of the entire project shall be of approved make, quality and numbers and as approved by the Employer. All materials & items used in the construction of Facility should be new, of reputed brand/make and of tested quality (supported by test certificates from the manufacturer or Govt. approved laboratory). Three levels of quality control & surveillance checks should be employed during the construction phase; by utilising the services of duly qualified & experienced staff.	Please clarify the Quantity and numbers	Contractor to specify the same in his design which is to be approved by the Employer.
72	47	3.12	Obtaining Electrical Inspector's and any other statutory clearances (BSES Rajdhani) should be responsibility of Contractor.	Please remove this clause. All approvals will be arranged by buyer.	RFQ cum RFP provisions shall remain unchanged.

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries					
Sl. No	Page No.	Section /Clause / Point	Tender Description	Request for amendment	Employer's reponse to queries
73	49	SITE FACILITIES 3.20 (a)	Contractor may construct temporary buildings associated with site administration, car parks, cycle stands and access ways shall also be constructed.	Please clarify	Temporary buildings/construction/ancillary works required for any facilitating SITC of truck scanner shall be executed by the Contractor at its own cost.
74	51	DELIVERY SCHEDULE 3.26	The Contractor shall deliver the Full Body X-Ray Truck Scanner (Gantry Based) System complete in all respect including successful testing and commissioning System to the IICC within TEN MONTHS from the date of notification of award.	Requested to amend this to 15 months from the date of notification of award	Please refer Corrigendum-2 for revised Clause.
75	51	PROGRESS AND MONITORING 3.29	Within 15 days of the notification of award of contract, the Contractor should submit a detailed Time Bar Chart/PERT chart covering key phases of design, manufacture, inspection & testing, site works, supply,	Requested to amend as 45 days	RFQ cum RFP provisions shall remain unchanged.
76	52	GENERAL MAINTENANCE REQUIREMENTS 3.31	The agreement between the Bidder and the maintenance contractor should clearly specify that the Bidder will provide all necessary technical support including supply of spares and consumable to the maintenance contractor during the maintenance period; both during warranty and post warranty; so that the latter can effectively maintain the Full Body X-Ray Truck Scanner (Gantry Based) System.	Please remove consumables	RFQ cum RFP provisions shall remain unchanged.
77	52	WARRANTY MAINTENANCE 3.32	The Contractor must deploy only qualified and experienced staff in maintenance activities. The spare parts whatever required shall be provided by the Contractor free of cost.	Please provide the Manpower requirement at Site.	Bidder to assess the Manpower requirement required for the scope of works as per RFP.
78	53	3.35	Sunday and any other Govt. Holidays will be included in the maximum time limit prescribed therein for attending and making the equipment operational. If the Full Body X-Ray Truck Scanner (Gantry Based) System remains non-operational continuously beyond this time limit, 1% of the CAM cost will be deducted for every such day or part thereof.	Please remove Sunday and Govt. Holidays	RFQ cum RFP provisions shall remain unchanged.
79	53	SOFTWARE & SOFTWARE UPGRADES 3.40	The Contractor shall agree to provide copies of as-built software in executable code that are installed in the system at all levels. It shall also state the Hardware that needs to be in place for implementation ensuring that the system unavailability is minimal. The Contractor shall also comply and guarantee software upgrades for the service life of the scanner. Commercial image processing software, if used, should be provided with each set of the image inspection unit (work station).	Please remove this clause	RFQ cum RFP provisions shall remain unchanged.
80	53	SOFTWARE & SOFTWARE UPGRADES 3.41	Taking into account the operational requirements of the Employer, there may be a need to customize some portion of the software. Contractor should agree for such customization, which is expected to be limited, at no extra cost.	Please remove this clause	RFQ cum RFP provisions shall remain unchanged.
81	67	FACTORY ACCEPTANCE TESTS (FAT) 4.6 (1)	Submission of FAT document: Shall be made available to the Employer for review within one months of the notification of award.	Requested to provide more time for submission of FAT documents.	RFQ cum RFP provisions shall remain unchanged.
82	24	1.59 clause	After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the bidder to execute the Agreement within a period of 21 working days from the issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement. Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful bidder, it shall execute the Contract as attached with this RFQ cum RFP document within 21 (twenty-one) days from the date of issue of LOA. The Successful bidder shall not be entitled to seek any deviation in the Contract.	Agreement need to be as per mutual agreement & bidder can seek modification or amendment in the agreement.	RFQ cum RFP provisions shall remain unchanged.
83	39	Clause 2.42,2.43,2.44	2.42 Without prejudice to any other contractual rights and remedies available, the Employer may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the delivery period specified in the contract, or within any extension thereof granted by the Employer. 2.43 If the Employer terminates the contract in whole or in part, the Employer may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Employer for the extra expenditure, if any, incurred by the Employer for arranging such procurement. 2.44 Unless otherwise instructed by the Employer, the Contractor shall continue to perform the contract to the extent not terminated.	Notice and rectification period should be provided for here.	RFQ cum RFP provisions shall remain unchanged.

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries					
Sl. No	Page No.	Section /Clause / Point	Tender Description	Request for amendment	Employer's reponse to queries
84	9	xxiii	<p>Contractor shall take timely steps to obtain export Licence(s) as may be required under the laws of 'country of origin'.</p> <p>The contractor shall ensure strict compliance to PPP-MII Order 2017 and its subsequent amendments issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.</p> <p>Also, all the guidelines pertaining to Government of India must be followed for procurement.</p> <p>As per the order issued by Department for Promotion of Industry and Internal Trade (DIPP) Public Procurement (Preference to Make in India) P- 45021/2/2017-PP(BE-II) dt. 04th June 2020 the purchaser reserves the right to give preference to the local supplier. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without such preference mentioned in the DIPP order dated 04th June 2020.</p>	Please clarify whether costs associated with civil and site works and CAMC services will be accountable for Class I or Class H Local Supplier.	Relevant statutory and Government regulations in force shall be applicable for all works during SITC and CAMC stage.
85	14	1, 1.6	<p>The bidder should be one of the following:</p> <p>a) Original equipment manufacturers (OEM) of the scanners with an Indian subsidiary or a Consortium member;</p> <p>b) Indian subsidiary or Consortium (not exceeding 3 entities) authorised by OEM;</p>	In case of participation from 100% Indian subsidiary of foreign OEM, can Indian Subsidiary use the work experience and financial credentials of their parent company (Foreign OEM).	Please refer Clause 1.6, 1.7, 1.8, 1.9 and 1.10 of the RFQ-cum-RFP.
86	14	1, 1.8 Financial Capacity	<p>a) The average annual financial turnover during last three financial years ending 31st March 2023, should be at least 30% of the Estimated Bid Price of Rs.39,08,45,000/— i.e., Rs.11,72,53,500/—. The Bidder should submit copies of Audited Balance sheets and auditor's report / CA Certificate for the Financial Years viz FY 2020 — 21, FY 2021 — 22 and FY 2022 — 23. Turnover shall be considered only from Similar works.</p> <p>b) The bidder should have minimum positive Net Worth of 30% of the Estimated Bid Price of Rs. 39,08,45,000/- i.e., Rs.11,72,53,500/— at the end of financial year i.e., FY 2022-23.</p>		
87	77	5, 5.2 Price Bid Part A: Price Schedule	Bid Currency: INR only	Reference to bid currency, please clarify whether foreign portion of supply(ies) can be quoted in USD and local portion including civils and CAMC services in INR.	All values to be quoted in Indian rupees only.
88	29	1, 1.78 (7) (Data Sheet)	Completion Time from the date of award: 10 months (complete in all respects)	<p>Historically, it has been observed and experienced that (Data Sheet) the readiness of the site and handing over the clear, unobstructed site to contractor for construction takes long time and further monsoon weather also disrupt the site construction work.</p> <p>We recommend that about 11 months to be ready for System FAT — however, we would recommend for an inventory FAT — that would save 4 to 6 weeks. In case of full FAT of erectant equipment, after FAT, OEM will have to dismantle the system and ship to India which will take about 2 months. If the civils are ready, it will take 2 months to install and commission and make it ready for SAT. Any 30-day trial will need to occur after that. Adding that all up means it's 16 months minimum and a very tight schedule with no room for issues to occur.</p> <p>We would recommend that all approvals for the work need to be in place before the time clock would start on the project. That includes any regulatory body like AERB, any other regulatory/ statutory body, etc., Any subsequent approvals requiring review by the customer must be completed in less than 5 days, else additional time will be added to the delivery timeframe. Prompt attendance at any FAT/SAT would also be required.</p> <p>If the FAT is delayed unnecessary outside of the control of the contractor, then addition time shall be added the project duration accordingly.</p>	Please refer Corrigendum-2 for revised Clause.
89	57	4, 4.2 (15)(b) Data/Image Processing Hardware	Monitors to be minimum 24" LED colour having resolution 1920X 1080 or better. One of the displays to be on a reasonably larger LED screen (over 60") without any distortions or loss of resolution	Please clarify the purpose of Large size LED Screen (over 60")	RFQ cum RFP provisions shall remain unchanged.
90	58	4, 4.2 (19) Sensors	a) Adequate number of sensors to be provided to detect when all type of vehicles like Truck/trailer /cargo vehicle/four wheeler etc. is approaching, entering and exiting the Scanner Facility.	Request to please add below clause with respect to safety of vehicles not to be scanned.	RFQ cum RFP provisions shall remain unchanged.
			b) Sensors must detect the height of the truck so as to protect the scanner system from over-dimensioned conveyance, if any. A bye-pass lane to be provided for such conveyances.	'Sensors must detect presence of any car or other passenger vehicle; if accidentally pass through, so that these are not scanned'.	
			c) Sensors to be provided to determine the end of all type of vehicles like Truck/trailer/cargo vehicle/four wheeler etc. such that the X-ray generator is put OFF as soon as the end of the vehicle is detected.		

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries					
Sl. No	Page No.	Section /Clause / Point	Tender Description	Request for amendment	Employer's reponse to queries
91	60	4, 4.2 (30) Inter-linkage with the command centre	<p>a) System must be able to receive/send information in respect of all type of vehicles like Truck/trailer/cargo vehicle/four wheeler etc. being scanned and display it along with the image so that the operator can compare the image with the data and draw his conclusions.</p> <p>b) System must store the image and data in the server and export the image and data into the server of IICC/ Truck Scanner Operator. System must enable remote login with full functionality into the server by IICC/Truck Operator personnel from main security control centre and Security control centre anywhere in the project site.</p>	With respect to interlinkage of scanner server with IICC server and EDI network, we hereby request to please provide the details of centralized command and control centre including location, drawings, layout identifying location of remote login workstation. Also, please confirm who would be providing interconnection (network connectivity) between Scanner facility and Centralized Command and Control Centre.	RFQ cum RFP provisions shall remain unchanged. Additionally, Vendor has to supply the required fiber cable/ networking devices/ components / Server / software/ licenses at both ends to make the full integration of Scanner server with IICC server placed at Main Data Center & Backup Data Center with high availability mode in a client-server architecture and with minimum 10 no. of client licenses.
92	42	4, 4.3 (1) Object to be scanned	All type of vehicles allowed to be operated on Indian roads as per Indian Motor Vehicle Act, Ministry of Transport, Govt of India, including Standard Containers (20 foot to 40 foot), Truck/trailer/cargo vehicle/ four wheeler etc used in international trade loaded on to truck-trailers (approx. size of the conveyance: 3.50 m Width, 5.5 m Height, Max weight of conveyance — 70 MT).	Reference to the Indian Motor Vehicle Act mentioned in the tender requirements, as per Indian Motor Vehicle Act, Ministry of Road Transport and Highways, Govt. of India, notification vide GSR No. 414(E) dated 26th June 2020, the maximum permissible height of any vehicle to ply on Indian Roads is 4.75 meters. Thus we request to amend the maximum height of conveyance to be scanned is 4.75 meters.	Refer Corrigendum-2.
93	63	4, 4.3 (7) Environment	Operating temperature (0° to +50 degree Centigrade), humidity (0 to 100%); environment of Delhi NCR and driving rain (50-100 mm per hour) with wind speed up to 140 kmph.	We request to please consider and amend this requirement - Humidity 0 to 95%.	RFQ cum RFP provisions shall remain unchanged.
94	68	4, 4.6 (10) Dispatch of Scanner	Contractor shall dispatch the Full Body X-Ray Truck Scanner (Gantry Based) System or its sub-system (in case partial FAT has been agreed upon) only after FAT has been carried out and the Full Body X-Ray Truck Scanner (Gantry Based) System is accepted by the Employer/Employer's representative	<p>Reference to requirement of partial FAT mentioned in tender, it is proposed to recommend inventory FAT. In case the FAT of the fully operational FBTS (Gantry Based), then the contractor will need to fully assemble the Gantry for FAT and deconstruct the gantry after FAT, adding to additional cost and time.</p> <p>However, upon arrival of scanner equipment at site, SAT shall be carried out on the scanner system as a whole.</p>	RFP provisions shall remain unchanged.
95	70	4, 4.7 (8) Employer interfaces test	This is to review the Employer interface for the system together with representatives (Operators & image interpreters) of the Employer. It will require making checklists and evaluate every screen shot and dialog box. The test is to verify the user friendliness of control and imaging software. Observations should be logged and if required adjustments should be made and noted. This will also test the connectivity of the Contractor's system to the Employer's EDI system and transport of the images to the Employer's network for review and interpretation at off-site locations. The result of this test should be documented.	With respect to Interlinkage of scanner server with IICC server and EDI network, we hereby request to please provide the details of centralized command and control centre including location, drawings, layout identifying location of remote login workstation. Also, please confirm who would be providing interconnection (network connectivity) between Scanner facility and Centralized Command and Control Centre.	RFQ cum RFP provisions shall remain unchanged. Additionally, Vendor has to supply the required fiber cable/ networking devices/ components / Server / software/ licenses at both ends to make the full integration of Scanner server with IICC server placed at Main Data Center & Backup Data Center with high availability mode in a client-server architecture and with minimum 10 no. of client licenses.
96		3, 3.9 (a)	Foundation of the structure/buildings should be decided based on the geotechnical survey carried out by the contractor. Design of the foundation shall be carried out as per respective BIS codes & standards. Concrete pad should be designed after considering the soil conditions and should be as per Indian Road Congress specification IRC 58:2002 (Guidelines for design of plain jointed rigid pavement for highways). Sub-grade soil should be treated suitably to increase the bearing capacity. Expansive soil at top level should be removed up to minimum 300 mm depth. It should be backfilled with compacted murrum before soling. Consolidation of soil may also be required in certain cases. Approach roads should be as per the specifications of Ministry of Road & Highways and in compliance to the "CC project standard specification for integration with the planned/developed infrastructure	The detailed drawing of "CC planned/ developed structure nearby the proposed scanner facility shall be shared in DWG and PDF formats. Length of the approach and exit road envisaged from the scanner facility boundary to the external roads may be indicated.	Refer drawings attached in Corrigendum-2
97	58	4, 4.2 (17) Net-working	c) Two DB Servers at scanner station having connectivity and compatibility to external (away from site) network for data retrievals and image manipulation along with the requisite software and hardware.	Scope to be specified.	RFQ cum RFP provisions shall remain unchanged. Additionally, the vendor system shall have the compatibility to connect with external disaster recovery servers in HA mode with Internet connectivity.
98	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works: As per the tender, the dimensions shown for truck scanner is 32 m x 15m and for control room is 16m x 9m.	Dimensions of the scanning area would be in accordance with the AERB regulations and may exceed the indicated dimensions of 32m x 15 m. Also, as shown in concept layout, both said structures would be inside the boundary. So, the clear permissible boundary of the facility and its dimensions shall be identified and informed.	Refer drawings attached in Corrigendum-2
99	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	Please clarify if there are any existing services located underneath the proposed truck scanner site, including under roadways leading to and from the site. If yes, please provide the details including drawings, scope of work related to re-routing of such services.	Refer drawings attached in Corrigendum-2

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries					
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100	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide Geo-technical reports / data pertaining to proposed site.	Link for accessing the geotechnical data is given below: https://iiccl.dpiit.gov.in/tenders (Note: This is being shared for reference only. The bidder to make his own investigations/assessment regarding geotechnical data. No claim shall be acceptable at a later stage for any variation in the geotechnical data provided with the RFP.
101	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide topographic survey report of the proposed scanner site.	Refer drawings attached in Corrigendum-2.
102	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide type of foundation for nearby existing building.	The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employers requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.
103	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide Plinth level details as below: a) Highest flood level. b) Level of approach road and exit roads. Existing drainage arrangement around the site of installation.	Refer drawings attached in Corrigendum-2.
104	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide the source of water location and distance for tapping to proposed scanner site.	Refer drawings attached in Corrigendum-2.
105	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request to please provide the details as below: a) Will the supply of power during regular operation of the facility be on chargeable basis? b) The distance between proposed facility to the substation located at DG building in meters?	a) Operation of the truck scanner after SITC is in the scope of the Operator Company/Property Management Agency deployed by the Employer. However, training and other support required for operation of the truck scanner as per RFP provisions shall be provided by the Contractor. b) Refer drawings attached in Corrigendum-2
106	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request you to please clarify on the below with respect to Site management: a) For men, material movement to and from site any permission required. b) Can space for temporary office / storage shed be provided outside construction area.	a) Contractor (Bidder) to obtain all the permssions. b) Please refer Clause 3.18 b.
107	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request you to please clarify whether a dedicated Diesel Generator (DG) set is required to be supplied for the proposed scanner facility.	Please refer Clause 3.6 xii.
108	43	3, 3.5 & 3.6 Site work and Site Services	Site work and Site Services, Civil works	We request you to please provide the details including layouts and drawings of the scanner building to be construct for day to day scanner operations.	please refer Clause 3.6 - Concept layouts of the facility and building (Control room) are enclosed in Appendix-II which is minimum requirement. In case of any additional statutory or functional requirements which are necessary for commissioning & functionality of the facility, the bidder shall consider all those costs in bid price. Notwithstanding to above, the requirement provided in the Appendix-II is minimum. The selected bidder shall be required to submit the final layout plan, design to the most suitable conditions to the Employers requirement and with the best engineering practices for the approval of the Employer within 15 days of the award of the Contract.
109	14	1.8	a) The average annual financial turnover during last three financial years ending 31st March 2023, should be at least 30% of the Estimated Bid Price of Rs.39,08,45,000/- i.e., Rs.11,72,53,500/-. The Bidder should submit copies of Audited Balance sheets and auditor's report / CA Certificate for the Financial Years viz FY 2020 – 21, FY 2021 – 22 and FY 2022 – 23. Turnover shall be considered only from Similar works. b) The bidder should have minimum positive Net Worth of 30% of the Estimated Bid Price of Rs. 39,08,45,000/- i.e., Rs.11,72,53,500/- at the end of financial year i.e., FY 2022-23	Please clarify, can the Indian Subsidiary use the financial capacity of its Foreign Parent to satisfy the condition(s).	Please refer Clause 1.6, 1.7 and 1.8 of the RFQ-cum-RFP.

RFQ cum RFP for Supply, Installation including Civil, MEP, ICT works, Testing & Commissioning (SITC) and Comprehensive Annual Maintenance (CAM) of Full Body X-Ray Truck Scanner (Gantry Based) at IICC Dwarka -Response to Pre-bid queries					
Sl. No	Page No.	Section /Clause / Point	Tender Description	Request for amendment	Employer's reponse to queries
110	15	1, 1.9 Technical Capacity	<p>Technical Capacity: The Bidder or its OEM shall have experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited, which should be either of the following and the bidder should be in field of operation for more than two years:</p> <p>-Three similar completed works costing not less than the amount equal to 40% of estimated bid price of Rs.39,08,45,000/- i.e., Rs.15,63,38,000/- OR</p> <p>-Two similar completed works costing not less than the amount equal to 50% of estimated bid price of Rs.39,08,45,000/- i.e., Rs.19,54,22,500/- of the estimated bid cost OR</p> <p>-One similar completed work costing not less than the amount equal to 80% of estimated bid price of Rs. 39,08,45,000/- i.e., Rs.31,26,76,000/- of the estimated bid cost</p> <p>The offered model should be under commercial production and should have been deployed in field operation for more than two years with proven experience (fill-in Form 11). The Bidder should also certify that he or his OEM has not been a defaulter in any previous tender or supply in any part in the world and has not been blacklisted in any country.</p>	Please clarify, can the Indian Subsidiary use experience of its Foreign Parent?	The clause is self explanatory.
111	18	1.21	The Price bid along with the Letter comprising the Price bid (as per attached excel) shall be uploaded on CPP Portal. The total amount should be written both in figures and in words. The Price Schedule given in Section 5 should be attached in price bid. The Lowest Bidder shall be decided on the basis of the total quoted cost (excluding GST) under Part A of the Price Schedule for SITC & warranty for 2 years after SITC. and price for CAM quoted in Part B of the Price Schedule for 8 years of CAM (after completion of warranty period of 2 years from SITC).	<p>Part A comprises of 2 portions – (a) SITC of scanner and (b) Civil works, etc.</p> <p>Please clarify, can the Foreign Parent and Indian Subsidiary jointly make the bid for Part A wherein payment for SITC of Scanner can be released to Foreign Parent and payment for Civil works to the Indian Subsidiary.</p>	Please refer Clause 1.6 and 1.10 of the RFQ-cum-RFP, which are self-explanatory.
112	91	FORM 2 (A2) – CONDITIONS OF CONTRACT FOR CONSORTIUM BID ; 5.2	The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the "IICCL/SPV" shall be entitled to rely upon any such action, decision or communication of the Lead Member. The "IICCL/SPV" shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.		
113	20	1.30	The BID Security (Refundable) drawn in favour of India International Convention and Exhibition Centre Limited payable at New Delhi of Rs.1,17,25,000/- (Rupees One Crore Seventeen Lakhs Twenty-five Thousand only) is to be submitted through BG in the form of an irrevocable and unconditional bank guarantee issued by nationalized bank, or a commercial Scheduled Bank in India in favour of the Employer in the format at Form 4 ("Bank Guarantee") and having a validity period of not less than 180 (One hundred Eighty) days from the BID Due Date, excluding a claim period of 45 (forty-five) days, and may be extended as may be mutually agreed between the Employer and the Bidder from time to time or Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, or banker's cheque/ RTGS drawn in favour of India International Convention and Exhibition Centre Limited payable at New Delhi. For Consortium, the bid security shall be submitted only in the name of the Consortium Firm and not in the name of constituent he or h	<p>In case of bid is by Consortium then bid security shall be submitted only in the name of the Consortium and not in the name of constituent member. However, no further reference of the term 'Consortium Firm' was found at other places in the RFP. In this connection, kindly clarify :</p> <p>a) whether an unincorporated consortium can submit the bid for the RFP defining the share, roles and responsibilities of each member?</p> <p>b) on such case, will the respective payments be released to each member separately?</p>	If the bidder is a Consortium, the requirements of the Consortium as specified in detail in Form 2 (Consortium Agreement) of the RFQ-cum-RFP are required to be fulfilled.
114	9	1, 1.1 xxiii.	<p>Contractor shall take timely steps to obtain export licence(s) as may be required under the laws of 'country of origin'.</p> <p>The contractor shall ensure strict compliance to PPP-MII Order 2017 and its subsequent amendments issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.</p> <p>Also, all the guidelines pertaining to Government of India must be followed for procurement.</p> <p>As per the order issued by Department for Promotion of Industry and Internal Trade (DIPP) Public Procurement (Preference to Make in India) P- 45021/2/2017-PP(BE-II) dt. 04th June 2020 the purchaser reserves the right to give preference to the local supplier. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without such preference mentioned in the DIPP order dated 04th June 2020.</p>	Please clarify, if the bidder is Foreign Parent and Indian Subsidiary (with separate payments to each) then how will the Local Content be calculated.	Please refer Clause 1.10 of the RFQ-cum-RFP. Only one bid can be submitted by each OEM - either by the OEM himself or by his Indian subsidiary. The bid is to be quoted in Indian currency only.