Government of India
Ministry of Science and Technology
Department of Science and Technology
General Administration Section
Technology Bhavan, New Mehrauli Road
New Delhi-110 016


To,

All Eligible firms.

Sub: Tender Enquiry for Supply Installation Testing and Commissioning (S/I/T/C) of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan, Model RAP 620 XR RW 160) installed in Department of Science & Technology (DST), Technology Bhavan, New Delhi-16.

Dear Sirs,

For and on behalf of the President of India, sealed tenders are invited from all the eligible firms, OEMs of similar items or their authorized dealer for S/ I / T / C of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan, Model RAP 620 XR RW 160) installed in DST, Technology Bhavan, New Delhi-16 as per requirements given in the Schedule I to this document.

2. In case your firm is interested in the above said work, you are requested to quote your lowest prices in the enclosed Proforma in a sealed cover. The sealed cover containing the quotation should be superscribed "Quotation for S/I/T/C of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan) installed in DST, Technology Bhavan, New Delhi-16" and should be dropped in the tender box kept near the Reception of Department of Science & Technology, Technology Bhavan, Shaheed Jeet Singh Marg, New Delhi on or before the 24 Mar., 2020 at 1500 hours, which will be opened on the same day at 1530 hrs in Raman Auditorium (Seminar Hall) S & T Block II in the presence of such tenderers who wish to be present. The Department reserves the right to accept or reject any quotation/ estimates without assigning any reason thereof.

3. The sealed envelop must accompanied by a Demand Draft/ Pay order/ banker’s cheque of Nationalized Bank for Rs.10,000/- (Rupees ten thousand only) as earnest money deposit. The earnest money amount will be returned to the unsuccessful firm immediately after the award of the contract to successful bidders and the earnest money of the successful tenderer will be returned only after completion of the work to the satisfaction of the Purchaser and submission of performance security. Unsolicited bids from parties not invited, if received, will be rejected straightway.

3. Successful bidder will be required to submit a performance security deposit as mentioned in the tender document in the form of Demand Draft/ Fixed Deposit Receipt in favour of DDO, DST / Performance Bank Guarantee from any Scheduled Commercial Indian Bank valid up to as mentioned.

4. Tendering firms fulfilling the requirements prescribed in this tender document are requested to quote their competitive lowest prices as per the requirements given in the attached schedule. Before participation, interested firms are requested to read & understand the “Important information, general instructions and terms & conditions” and fill up the "Contractor's details (Mandatory Information)” in Annexure II to this tender document. Bid received without duly filled Annexure II, will be rejected straightway and will not be considered. No representation in this regard will be considered by the Department.

Yours faithfully,

(Anil Kumar Pandey)
Under Secretary to the Govt of India
Tel: 26590264

Copy to: Web Support, DST: For posting the complete tender document on Department’s website

Signature of bidder with seal & date

Cont’d...02/-
# IMPORTANT INFORMATION, GENERAL INSTRUCTIONS & TERMS & CONDITIONS

## 1. Purchaser

THE PRESIDENT OF INDIA

## 2. Bid System

This tender will be processed in single bid system

## 3. Tender Fee

Nil

## 4. Eligibility of Firm

i. The Participating firm should be the Original Equipment Manufacturer (OEM) of X-Ray Baggage Scanner or their Authorised Dealer/ partner or manufacturer of X-Ray Baggage Scanner.

ii. The participating firm has carried out S/I/T/C of X-Ray Baggage Scanner at least 05 Numbers in Government Ministry/ Department or Public Sector undertaking set up by Central/ State Government Ministry/ Department (Please attach work order/ work completion report).

iii. Submission of EMD as prescribed. No repeat No firm is exempted for submission of EMD irrespective of their registration with any organisation.

iv. Valid GST Registration certificate.

v. Self-undertaking on the firm’s letter head that the firm will not enter into any sub-contract with any other firm.

vi. Income tax returns for the past two years i.e. 2018-19 & 2019-20.

vii. Original tender document duly signed and stamped at all pages. Tender document other than the published one will not be accepted and evaluated.

viii. Firms/ vendors that do not meet the above mentioned criteria specified are not eligible to participate in the tendering process and if participated, the bid will be rejected straightway without assigning any reason and no representation in this regard will be entertained by the Department.

ix. The participating firm is requested to attach the relevant order/ documents in support of their eligibility with the Technical bid and failure to do so will render the bid incomplete and the same will be rejected straightway without assigning any reason thereof. No representation in this regard will be entertained by the Department.

## 5. Earnest Money Deposit (EMD)

An amount of Rs.10,000/- (Rupees Ten Thousand only) has to be submitted by way of Demand Draft, Pay Order/Banker’s Cheque in favour of DDO, DST along with the original copy of the tender submitted by the firm. Payment by any other mode shall not be accepted. No firm is exempted from submission of EMD. Offers received without EMD shall be ignored straightway and will not be considered under any circumstances. EMD of tendering firms who submit the sealed quotation but withdraw the same before expiry of the tender validity date may be forfeited at the discretion of DST. The EMD of the successful bidder and the unsuccessful bidders will only be released after submission of Performance Security of the successful bidder. If the successful firm fails to submit the Performance Security within the stipulated date the EMD will be forfeited and the bid of second responsive bidder will be considered and if the second responsive bidder is willing to render the services at par the rate quoted by the first responsive bidder, then the contract will be awarded to the second responsive bidder. If the second responsive bidder is firm unwilling to accept the award of contract, then the whole tendering process will be treated as cancelled and no representation in this regard will be entertained. No interest will be paid by the Department for not releasing the amount within the tender validity period.

## 6. Firm and fixed rates

Prices should be quoted on net destination basis at DST and firm & fixed price basis excluding statutory taxes (GST) but including freight, packing, labour etc for successful completion of work. The prices/rates quoted should be indicated in words as well as in figures and in INR only. Request for enhancement of contracted rates shall not be considered under any circumstances after the submission of bid and currency of contract.

## 7. Transferability of Tender

This tender is non-transferable.

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**Signature of bidder with seal & date**

Cont'd...03/-
8. Terms & Conditions
Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/rejected.

9. Prescribed Forms
Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained.
Telegraphic/ Telex/ Fax/ E-mail/ Letter head Quotations will not be accepted and ignored straightaway.

10. Time & Date of Receipt and Opening of bids
In the event of any confusion, the time set in the clock in the room of Under Secretary (General Administration), DST will be taken as standard and decisive. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same time. In such an event the closing hours for receipt of tenders in DST will stand automatically extended up to 1500 hours of the next working day in the Central Government offices.

11. Purchaser's Right
Purchaser reserves the right to reject any tender/all tenders in full or part thereof without assigning any reason.

12. Purchaser's Address & Work Site
The bid should be addressed to "Under Secretary, General Administration, Department of Science & Technology, Technology Bhavan, New Mehrauli Road, New Delhi-16 and dropped in the Tender Box of General Administration Section kept near Reception Room at the entrance of Technology Bhavan, New Mehrauli Road, New Delhi or before 1500 hours on 24 Mar., 2020. In case the sealed envelope is larger than the mouth of the Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand to Under Secretary, General Administration or S.O. General Administration, DST before expiry of the closing time & date.

13. Dispatch Instruction
Maintenance work shall be carried out at Technology Bhavan. The selected agency shall carry out the maintenance as per actual requirements. Any replacement of defective parts/spare parts will be done only with written permission. For taking away such parts out of Technology Bhavan, proper markings & signatures of Estate Supervisor/ S.O Admin (GA) should be obtained in indelible ink. Permission for taking the items from DST premises will not be allowed on holidays, Saturdays & Sundays.

14. Warranty
One Year comprehensive from the date of commissioning of the work. Any complaint shall be attended within a response time of 48 hours on 24X7 basis. Any defects in workmanship or deterioration in the quality or deviation from tender specifications coming to notice shall be rectified at site within 72 hours of the reporting of the same to the contractor. If system is required to be picked up and taken to contractor's premises for removing the defects, the same shall be picked up from the consignee latest by the next working day and dropped back to the consignee within 07 working days. Any component required to be replaced within the warranty period shall be totally new component and not reconditioned or repaired component.

15. Training
The firm will carry out the training program at least two days for the users of the equipment after installation & commissioning of the software. The date & time will be decided after mutually agreed upon.

16. Inspecting Officer
Authorized representative of DST, New Delhi

17. Inspection Authority
Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.

18. Validity of Tender
Tender shall be kept valid for acceptance by DST for a period not less than 90 days after the tender opening date.

Signature of bidder with seal & date

Cont'd...04/-
19. Performance Guarantee (PG)

1. Successful bidders awarded the work order for carrying out the jobs on the basis of this Tender Enquiry shall be required to furnish a Performance Security of the amount equivalent to @10% of the tendered value (Excluding GST) in the form of DD/ Pay order, Fixed Deposit Receipt (FDR) in favour of DDO, DST or Bank Guarantee from any Scheduled Commercial Indian Bank to be submitted within 15 days of the receipt of the Contract by them. The format for Performance Bank Guarantee (PG) will be provided by DST along with the award of contract. In the event of failure on the part of the successful bidder awarded the Contract to furnish Performance Security, the contract awarded shall be cancelled. Non-submission of PG in prescribed format or submission by other mode shall be viewed adverse performance which may further lead to de-registration/suspension of business dealing with the Department and the amount of performance security deposited by the firm will also be forfeited. The firm has to install the original software. At any stage during the warranty period if it is found that the installed software is pirated or duplicate one, then the PG submitted by the firm also will be forfeited.

20. Rates

A. Before quoting the rates, bidders are requested/ advised to refer the following points and Point No. 26 Annexure I to this Tender Document.

B. Rates should be quoted in Schedule I attached with this tender document as per following details:

C. Rates should be Exclusive of all statutory taxes (GST) but inclusive of packing, freight, labour etc.

D. During the entire period of the contract, no request for any increase in rates will be entertained.

21. Taxes & Duties

a) Tax Deduction at Source (TDS):- TDS will be deducted from each bill (as applicable) of the contractor under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.

b) No claim on account of sales taxes or any other statutory taxes/ charges for execution of work awarded under this contract will be entertained by DST and such taxes and charges should be paid by the contractor himself.

22. Consignee’s address

Department of Science & Technology and Authorized representative of DST, New Delhi-16.

23. Inspection Authority & Inspecting Officer

Department of Science & Technology and Authorized representative of DST, New Delhi-16.

24. Submission, acceptance and rejection of tender

a) A complete set of the tender document may be collected personally from Section Officer General Administration, Department of Science & Technology, New Delhi. Complete tender document is also available on Departmental website: http://dst.gov.in and may be downloaded and used for submission of the bid. The envelope containing the quotation should be duly sealed and superscribed as “Tender Enquiry for Supply Installation Testing & Commissioning (S/I/T/C) of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan) installed in DST, Technology Bhavan, New Delhi-16.” The sealed envelope should be dropped in the tender box kept [Tender Box General Administration] near the reception of Technology Bhavan on or before 3.00 PM on 24 Mar., 2020 which will be opened on the same day at 3.30 PM in the presence of one representative of such tenderers who wish to be present.

b) Tenders which are not complete in all respects are liable to be rejected.

c) While submitting the tender for this work the tenderers will be deemed to have read, understood and accepted all the terms and conditions stated in the tender document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Enquiry, may be got clarified from DST at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted.

d) Tenderers will indicate the complete address of their firm/ office along with telephone numbers.

Signature of bidder with seal & date

Cont’d...05/
25. **Scope of Work**

The work includes the works mentioned in **Schedule I** on actual basis.

- Supply of life-time license of the software.

26. **Evaluation of Bid**

For Evaluation of Bid, following points will be taken into consideration. Hence the Bidders are requested to quote justified rate (s) to avoid cancellation of bid:

A. **Abnormally Low Bid/ proposal:**

aa. If any bidder is quoting an abnormally low bid/ proposal. An abnormally low bid / proposal is one in which the bid/ proposal price in combination with other elements of the bid/ proposal, appears so low that it raises material and services concern with the Department as to the capability of the bidder to perform the contract for the offered price.

ab. If the Department i.e. DST identifies a potentially abnormally low bid/ proposal, DST shall seek written clarifications from the bidder, including item wise detailed analysis of rate as per market trend of its bid/ proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and the responsibilities and any other requirements of the request for bids/proposals for proposal document.

ac. If after evaluation of the price analysis, DST determines that the bidder has quoted the unjustified rate and failed to demonstrate its capability to deliver the contract for the offered price, DST shall reject the bid/ proposal without assigning any further reason.

B. **Seriously unbalanced or Front Loaded bids/ proposal:**

If DST feels that the bid/ proposal submitted by the bidder, is seriously unbalanced or front loaded (i.e. Overpriced) DST may ask the bidder to provide written clarifications, including item wise detailed price analysis to demonstrate the consistency of the prices with scope of works, proposed methodology and schedule. After evaluating the item wise detailed price analysis, DST may/ may not accept/ reject the bid/ proposal without assigning any further reason.

C. If it is found in case of receipt of more than two qualified technical bids/ proposals, that the difference between the lowest quoted rate and the highest quoted rate is 25% or above, the average of all the rates, quoted by all the participating firms, will be calculated and the bids/proposals of only those firms will be considered for evaluation whose quoted rates fall within the range of \(+10\%\) of the calculated average rate, and among such firms only, the L1 will be decided and will be considered as most responsive bid.

D. **Most advantageous/ responsive Bid/ Proposal:**

After going through the process mentioned above, the Department will decide the most advantageous/ responsive bid and contract will be awarded to that firm. Mere becoming **Lowest Bidder** i.e. L 1 does not confer the right to become the most Advantageous/ responsive bidder. For becoming Most Advantageous/ responsive bidder, the bidder needs to qualify the points mentioned above.

*Signature of bidder with seal & date*
27. **Award of contract**

a) The Accepting officer shall award the contract to the tenderer whose tender has been determined to be substantially responsive, as per procedure mentioned at **Point No 26 above** and who has offered the lowest evaluated tender price.

b) Notwithstanding the above, the Department reserves the right to seek previous work orders, references, justification of quoted rates etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.

c) The tenderer whose rate is accepted will be notified for the award of contract by the Department prior to expiry of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.

d) In case two firms are offering the same evaluated price in Schedule I, then the contract will be awarded to the firm, who has deposited higher Total Income tax for the past two Financial Years i.e., 2018 – 19 & 2019-20 in total and as per the direction of the Competent Authority.

28. **Job Execution period**

Within 15 days of the receipt of confirmed work order by the firm.

29. **Submission of bill and Terms of payment**

100% payment shall be released on successful execution of the work complete with installation & commissioning of the software at site and after at least 07 working days (observation period). Advance payment will not be made under any circumstances.

30. **Paying Authority**

Controller of Accounts or his authorized representative, Pay & Accounts Office, DST, New Delhi-110016

31. **Applicable Law**

The resultant contract shall be interpreted in accordance with the laws of Union of India. Settlement of disputes shall be within the jurisdiction in Delhi.

32. **Disputes**

Any disputes/ differences arising shall be settled through arbitration. The purchaser and contractor shall first try to resolve the differences/ disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either the purchaser or the contractor shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.

**Signature of bidder with seal & date**

Cont'd...07/-
33. General Terms & Conditions

a) The contractor shall observe all security provisions as applicable to the offices of the DST which comes under the security cover by the Ministry of Home Affairs (MHA). Any violation shall be his responsibility.

b) The tenderer shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of the Department.

c) The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all the matters pertaining to the contract, including the arbitration clause.

d) Acceptance of the tender by the Government shall be communicated to the successful tenderer by a formal letter of acceptance of tender.

e) In case in the opinion of the Department, any defective item needs to be brought back to proper working order, same shall have to be done by the firm within the rate quoted and within 15 days of start of contract period. In case of failure to bring the item to proper order within stipulated period, damages/ penal charges shall be applicable.

f) The firm must inspect the Department before submitting the tender.

g) Tenderer shall treat the tender specifications and contents thereof as confidential.

h) The contractor shall not divulge any information that is made known to him to anyone he may come across or to any person not authorized to receive such information.

i) The contractor shall submit copies of Income Tax Returns for the last two years.

j) Contractor shall ensure that its personnel shall not take any material, equipment, papers, plants, trees, wood etc. out of Technology Bhawan premises. In the events of such cases, suitable action as per law shall be taken.

k) The contractor shall be responsible for complying with all the statutory provisions of the applicable Labour laws applicable to the contractors and DST. Breach or ignorance of the applicable laws, by contractor or employees if any, noticed at any point of time shall render the contractor liable and responsible for the consequences under Labour Laws and other applicable laws.

Certificates:

i) I/ we (including all partners) certify that I/ we have read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them.

ii) I/ we certify that the information given is true to the best of my/ our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage, I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with Government Departments or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by DST/ Government.

Signature of bidder with seal & date

Cont'd...08/-
# Contractor's details (Mandatory Information)

Supporting documents be annexed with the application form (Applications found deficient in any respect are liable to be rejected without further correspondence)

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<thead>
<tr>
<th>Sl No.</th>
<th>Description</th>
<th>Information</th>
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<tbody>
<tr>
<td>01</td>
<td>Name of the Applicant/ Firm</td>
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<td>02</td>
<td>Nationality</td>
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<td>03</td>
<td>Address (attach separate paper for addresses of other offices) Enclose Voter ID/ Electricity Bill/ Landline Telephone Bill or any other authenticate copy of address proof</td>
<td>Regd. Office Head office</td>
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<td>04</td>
<td>Telephone Numbers</td>
<td>Landline/ Mobile No.</td>
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<td>E-mail address</td>
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<td>05</td>
<td>Other Details (Enclose copies)</td>
<td>PAN Details</td>
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<td></td>
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<td>GST Registration Number</td>
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<td>06</td>
<td>Constitution of firm</td>
<td>Individual</td>
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<td>Sole Proprietorship Concern</td>
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<td>Partnership Firm</td>
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<td>Public Ltd. Company</td>
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<td>Private Ltd. Company/ Public Sector Enterprises</td>
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<td>07</td>
<td>Details of Bank account (Enclose copy of front page of pass book &amp; personalized cancelled cheque)</td>
<td>Account No:-- Type of account:-- Name of Bank:-- Name &amp; address of the branch</td>
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<td>08</td>
<td>Is any person working with the applicant a near relative of the official of DST? If yes, give details</td>
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<tr>
<td>09</td>
<td>The document that the firm is Original Equipment Manufacturer (OEM) of or authorised dealer/ partner of OEM of X Ray Baggage Scanner Machine</td>
<td>Name of the OEM: Relation of the firm with OEM:</td>
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Signature of bidder with seal & date

Cont’d...09/-
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<th>Si No</th>
<th>Description</th>
<th>Information</th>
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<td>10</td>
<td>The document in support that the firm has carried out S/I/T/C of X-Ray Baggage Scanner in at least 05 Numbers of offices in a Government Ministry/Department or Public Sector undertaking set up by Central/State Government Ministry/Department</td>
<td>Name of the offices: - 1.</td>
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11. Details of Business Profile

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Amount in Rs.</th>
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<tr>
<td>2017-18</td>
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<td>2018-19</td>
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B. Tax Deposited/ Paid with Income Tax Department

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<th>Year</th>
<th>Amount in Rs.</th>
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<td>2018-19</td>
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<td>2019-20</td>
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12. Earnest Money Deposit (EMD) details

| a.   | Amount in Rs. 10,000/- (Rupees Ten thousand only) |
| b.   | DD/BC/PO No.                                       |
| c.   | Date of Issue: -                                   |
| d.   | Name of issuing Bank: -                           |
| e.   | Address of the issuing Branch: -                  |

13. Certificates/ Undertakings

a. I/ we (including all partners) certify that I/ we have carefully read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them.
b. I/ we certify that the information given is true to the best of my/ our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage. I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with Government Departments or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by DST/ Government.
c. I/ We agree to the forfeiture of the Earnest Money Deposit if I/ We fail to comply with all or any of the terms & conditions in whole or in part as laid down in the Tender Enquiry No. – D-28018/01/2020 (GA) Dated 04 Mar., 2020 Which would constitute and have force of a contract between me/us and the Department of Science & Technology, if I/ we am/ are declared a successful bidder.
d. I/ we hereby declare the items mentioned in the Schedule to this notice will be used for bonafide/ lawful purposes only as per the guidelines of Department of Environment & Forest, Govt. of NCT Delhi.
e. I/ we hereby also certify that, I/ we have signed all the pages of the document with my/ our conscious and no body from this Department influenced/ compelled to do so.

Signature of bidder with seal & date

Cont’d...10/-
Sub: Tender Enquiry for S/I/T/C of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan) installed in DST, Technology Bhavan, New Delhi-16.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Description of item</th>
<th>Unit</th>
<th>Unit Rate</th>
<th>Amount in Rs.</th>
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<tbody>
<tr>
<td>1</td>
<td>S/I/T/C of Threat Image Projection (TIP) Software in the existing X-Ray Baggage Scanner (Make- Rapiscan) Model RAP 620 XR RW 160 including life-time license of the software.</td>
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<td>2</td>
<td>GST</td>
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<td>3</td>
<td>Total cost inclusive GST</td>
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Advisories to the bidder before submission of bids:

1. Before quoting the rate, bidders are advised to read **Point No.26, Annexure I** to this tender document are fully.

2. The rate should be free from any conditions. Conditional bid shall be rejected straightway and no representation in this regard shall be entertained.