#### INDIAN INSTITUTE OF TROPICAL METEOROLOGY

(An autonomous Institute under the Ministry of Earth Sciences, Govt. of India) PASHAN, PUNE - 411008

#### **GLOBAL TENDER NOTICE**

Director, Indian Institute of Tropical Meteorology, Dr.Homi Bhabha Road, Pashan, Pune - 411008 (India) invites separate sealed tenders (Part-I – Technical Bid, Part-II – Financial Bid) in separate sealed covers from Manufacturers / Suppliers and their accredited selling agents for the supply, installation, commissioning, and satisfactory demonstration of following.

Sr. No.	Tender Notice No.	Description
01.	PS/TENDER/05/2015	Air Quality & Weather Monitoring System (AQMS) for Air Quality and Weather Forecasting & Research for Ahmedabad (SAFAR-Ahmedabad) (Turnkey Job)" Qty – 01 System
02.	PS/TENDER/06/2015	Digital Display System (DDS) for System for Air Quality and Weather Forecasting & Research for Ahmedabad (SAFAR-Ahmedabad) (Turnkey Job)" Qty – 01 System

Tender documents with details can be obtained from Purchase & Stores Section of the Institute or can be download from Institute's website.

Last date of receipt of Tender at IITM, Pune : 10th February 2016 at 12:00 hrs. Opening of Tenders (Technical bids only) : 10th February 2016 at 15:00 hrs.

The Institute reserves the right to reject any or all tenders without assigning any reason thereof. For details please visit Government's Central Procurement Portal (CPP) <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> as well as this Institute's Website: <a href="http://www.tropmet.res.in">http://www.tropmet.res.in</a>

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#### INDIAN INSTITUTE OF TROPICAL METEOROLOGY

Dr. Homi Bhabha Road, Pashan, Pune - 400 008

ENQUIRY NO: PS/128/41/2015 Tender Notice No.: PS/Tender/06/2015

Specifications Digital Display System (DDS) for SAFAR-Ahmedabad (Turnkey Job)

Scope of the Project:

The scope of the project is to establish the network of outdoor (nos. 12) and indoor (nos. 4) displays. Get the processed AQMS data files and forecast data files from the FTP (File transfer protocol) server at city control room (Ahmedabad) on the display server and convert it into display friendly format as defined and then remotely transmit to all displays using GPRS /3G communication system. For the purpose, required software for indoor and outdoor displays, communication software needs to be developed as stipulated in the tender document. In case of failure of one DAS and to maintain the redundancy, a set of backup DAS is also required and mentioned accordingly. The information on display server should also be replicated in the master control room in Pune. The complete system should remain under the scope of OMC (Operational and maintenance Contract) for 5 years for uninterrupted operations. Since this is the prestigious time bound pilot project of the ministry, it needs to be implemented in stipulated time and hence the delivery time line should be followed strictly

#### **Preamble**

SAFAR data is defined as the combination of current and forecasted air quality data, meteorological data and social messages. The *broad scope of the present DDS tender* is to display these data in various display boards in static, animated, graphics and pictorial formats spread in a radius of  $100 \times 100$  km form the centre of Ahmedabad city and surrounding areas called SAFAR-Ahmedabad domain. The original static data will be made available by IITM, Pashan /IMD, Ahmedabad at central location server in a particular format either in Pune or Ahmedabad. Further details are outlined in subsequent sections of this tender document. The Supplier of DDS should have good recognition of having supplied LED displays. Following criteria /features must be adhered to and complied:

- 1. Supplier should have good track record of their company. Individual companies or a consortium of 2 or 3 companies (whether foreign or India) can bid.
- 2. Whether Indian bidder or OEM, they should have at least 10 LED installations operational for the last 3 years in and around globe. Supplier should have track record of having serviced clients in government /NGO /reputed private organizations.
- 3. Preference will be given to the manufacturer has ISO9001-2008 certification for manufacturing LED boards, or a documented in-house QA program modelled after ISO9001-2008. A certificate of an accredited authority, if any, must be enclosed.
- 4. Out door True Colour LED video display should have electronics control, should deliver sharp and highly contrastable picture even in the broad daylight with perfect depth. Automatic Intensity Control feature should be present to help the Display to deliver the picture adjusted to ambient light which provides strain-free viewing at all times.
- 5. The System should be robust and designed to minimise the time spent on maintenance.
- 6. All display boards must have technical sophistication to be connected remotely to Display Server for providing substantial advantages in communication.

Note: Supplier should categorically provide detail feedback on compliance under each and every point mentioned above in chronicle order as well as their response and comments on each of the bullets of following section.

## **SCOPE OF THE WORK**

(Quote exactly as per the format given below in section-wise)

Design, supply, installation, testing, commissioning, maintenance and operations of-

- (A) OUTDOOR True Colour LED Display: 12 (Twelve) Numbers of LED display board of minimum Display Size ~6 feet (height) X 10.5 feet (width) measuring ~65 sqft minimum along with customised (a1) display controller software and (a2) display controller.
- **(B) Fixing and installation of the display boards (Quote separately):** Physically fixing and erecting all LED displays on the ground in Ahmedabad at 12 locations (outdoor) with a pole height of about 15 feet above the ground. Location area will be made available & defined by IITM. This work should include civil works-earth pit, foundation structure, super structure for Digital Display and earthing. All poles should be well painted for rust free and good shining color preferably silver.
- (C) INDOOR LED Display -2+2= 4 Nos. along with customised (a1) display controller software and (a2) display controller As per specifications enclosed below later

#### (D) Display Server, Networking, Display and Media Software:

Main Display control Server /PC (along with standbys as mirror image) with required customized software to capture data from FTP /AQMS server, process and then display remotely in all indoor and outdoor display boards, development of customized software for display in 3 languages viz. English, Gujarati and Hindi, content development and SMS-alert service to mobile. Networking of all remote displays to central server by 3G/4G/GPRS /wireless broadband modems/any other uninterrupted service for static & video information.

#### (E) Operational and Maintenance Contract (OMC):

It should be for 5 years (1+4) as per the terms and condition specified hereunder. All operations and maintenance without any additional cost to IITM for 5 years.

## (A) **(A) OUTDOOR True Colour LED Display:**

#### • LED DISPLAY SPECIFICATIONS

	PARAMETERS	RANGE /SPECS
1.	Screen Dimension	10.5 feet x 6 feet or Bigger
2.	Pixels	Minimum 320x190 pixels
3.	Interior and Exterior Finish	Perfect photo finish with smoothness and light metal. All concealed protected
4.	Mounting	Preferably be single pole with 15 feet long
5.	Ventilation	Thermostatically controlled forced air fan
6.	Module property	Double Data Connector
0.	Wodule property	4 nos = Data Connector; 2 nos = Power Connector
		2 nos = Receving Card; Error detection system
7.	Pixel Configuration	1R1G1B
8.	Pitch	10mm DIP (Physical)
9.	LED type	Cree, Osram, Nichia or Equivalent
10.	Brightness	≥8500 cd/m2 with intensity controller
11.	Pixel Density	10000 pixels/m2
12.	View Angle:	Horizontal: 120° or Above
12.	View Aligie.	Vertical: 120° or Above
13.	Optimal Viewing Distance	>10M
14.	Brightness Control	Red, Green and Blue 256 Grade/Each
15.	Refresh frequency	>2000Hz
16.	Frame Frequency	50-60Hz
17.	Input Voltage	AC 220-240V/50Hz
18.	Defect Rate	<0.00001
19.	Power Consumption	Max: ~900W/m2, Average: ~300W/m2
20.	LED Life span	≥100,000 hours
21.	Environmental Conditions:	
	Temperature-operating	:-30°C~60°C
	Humidity-operating	10% to ~95%
22.	Controlling system	Adequate: Linsn/Nowastar or equivalent
23.	Operating System	Windows 2008/2010/XP
24.	Weather front rating	IP65 and rust free life
25.	Fonts	English, Gujarati and Hindi with Graphic clarity
26.	UPS-Power backup	Each display should have UPS to have power backup upto atleast 30 minutes, in case of mains failure

## a1. Display Controller Software Functional Features

- **Software** should convert the received DATA into Displayable content and shows the content on the target display with pre-set frame stay times & inter-frame delays.
- 2 **DDS** can be configured remotely to display the latest received AQ data or to display predefined play-list slogans / messages useful to the public.
- 3 User-configurable parameters at **Network Operation Centre (NOC)**:

- **Poll interval** (for every **X** seconds, Control PC collects the data from SAFAR server)
- **Push interval** (for every **Y** seconds, Control PC pushes the data to the respective Display Nodes)
- **Business logic** for the conversion of standard data into user-presentable format (additional parameters, change in units of parameter measures, Min & Max limits of the parameters, the levels of Normal, Medium, Danger for parameter values)
- Parameter **display template** for *bar graph*, *line graph*, *Pi-chart* or *tabular* information template
- Centralized **Diagnostics**, **Configuration & Alarm** handling for the displays
- Spontaneous user fed Text Message Display
- 4 User-configurable parameters of the Display board:
  - Display Frame stay-time, Inter-frame delay
  - Frame transition effects
  - Manual, time based or photo sensor based **Intensity control**
  - Configurable **play-list** (interrupt or non-interrupt mode)
  - Self **health check & monitoring** system and spontaneous information to central station incharge.
  - Support for English, Gujarati and Hindi fonts

## a2. Display controller - Features

#### (i) Controller Electronic

The controller is the main intelligent unit of the Digital Display. It shall be rack mounted microprocessor based Digital Display Controller (CPU). The Digital Display Controller shall be capable of full operations, without the need for external commands from the central computer and also should be able to take data from display server. The controller shall be capable of receiving 24V DC from a battery, in order to provide extended operation time in the event of a power failure.

The Digital Display Controller shall include a Central Processor Module having a battery backed clock calendar to record power failures and to perform all calculations and logical functions of the Digital Display Controller. One Digital Display Controller shall be capable of operating multiple Digital Displays.

The Digital Display Controller shall include one integrated Digital I/O board with 4 inputs and 4 outputs. Additional boards can be added external to the controller. The Digital Display Controller CPU shall be at least a 32-bit processor which operates at 400 MHz or greater. It shall have at least 20 MB of SRAM, and be capable of expanding its memory at least 16MB more, via use of an industry standard "FLASH" memory card.

#### (ii) Controller Front Panel:

The front panel of the Digital Display controller shall contain:

- An integral LCD display with illuminated, screen with keypad, for local diagnostics and control of the sign. Screen and keyboard shall be at the front of the controller.
- A power on/off switch, power ON indicator, fuse, Local/Remote control switch, and an RS232 port for connection to a portable computer.
- LED indicator lights for active status, local/remote control status, communication status, and power to Digital Display status.

#### (iii) Controller functions

The Digital Display Controller shall continuously monitor the display of the sign, independent of any external commands, and shall cause the sign to display all appropriate characters. The Digital Display Controller shall command the sign to display characters and messages by turning the LED's on and off. In addition, it shall accumulate data about the status of the sign (to be transmitted upon request), and shall receive commands from the Central Computer and Portable Maintenance Computer.

The Digital Display controller shall have all of following features, as a minimum:

- Continually monitors commands from the central computer
- Capability to respond in the following three ways (user configurable) to a communication loss with the central computer:
- Blank the display
- O Display a pre-programmed (default) message
- Continue displaying current message
- Monitor and record internal Digital Display enclosure temperature
- Detect short-term and long-term power failures. The thresholds for both short and long term power failure shall be user definable.
- Respond to power failure in the following user configurable ways:
- o Blank display
- Display a pre-programmed message for short power loss
- Display a pre-programmed message for long power loss
- Revert to last displayed message at time of power loss
- Status and alarm for Digital Display door open and Digital Display controller cabinet door open
- Configuration parameters and message schedule stored in non-volatile memory
- Configurable IP address
- User interface through keypad and display screen without need of portable computer
- Controller reprogramming and reset capability without the need of a portable computer

- Password protected access to controller program configuration and operation
- Hardware watchdog timer
- Communication data watchdog with Digital Display. If controller loses communication with the Digital Display, the Digital Display display shall automatically be blanked.
- Monitor the photosensor system inside the sign and report status, including failed condition
- Justify text lines left, right, and center
- Shall be able to flash single or multiple words within a given line of text
- Shall be able to flash single or multiple lines within a given message
- Individual Pixel test: Upon command from the central computer, or (user configurable) automatically, the controller shall perform a test of every pixel in the Digital Display and shall report the status. The test shall report fully out and fully stuck-on (open and short circuit conditions). During the test there shall be no disturbance or flicker to any message being displayed.
- Actual Message Display Verification: The controller shall report a WYSIWYG display of
  what is displayed on the sign in real-time. Display verification using a representation of the
  current display or a display of what the memory slot indicates what was commanded to be
  displayed shall not be acceptable.
- All change-events associated with the Digital Display and controller, including but not limited to message activation, polling, and error reporting shall be time and date stamped and recorded for record keeping. Faults and failures shall be recorded with what occurred, to what device, what time, and what date.

#### (iv) FONTS

The Digital Display controller shall have a minimum of four (4) fonts stored in non-volatile memory. These fonts shall include complete character and number sets. Each font must occupy its own space in memory and shall be downloadable from the central computer.

#### (v) COMMUNICATION INTERFACES

Each Digital Display Controller shall be uniquely addressable from the Control Centre via the communication system for control and monitoring. The Digital Display Controller shall communicate using Markup Language for Transportation information (MULTI) as defined by NTCIP international protocol.

The Digital Display controller shall accept simultaneous communication from both Remote and Local ports and shall respond to instructions in the order received. It shall not be possible for an operator at the central computer with administration-level access to be accidentally or otherwise "locked out" of access to the Digital Display controller.

Local control of the Digital Display through the Digital Display controller shall be used to test the sign, perform maintenance duties, and display messages on the sign, if so authorized. It shall be possible to fully test, run diagnostics, and see results on the controller LCD display without the need for a portable computer. A portable computer shall also be able to be connected to the Digital Display controller through an RS232 port on the front panel of the sign. Using manufacturer provided maintenance software, a technician shall be able to perform all functions, run full diagnostics, and retrieve all functional status, alarms, and error information available from the Digital Display and controller.

The communication data link between the Digital Display and its controller shall be fiber optic. Transceivers integral to the Digital Display and controller shall be provided so that the fiber connects directly to the Digital Display and to the controller without the need for additional external equipment.

Controller is envisaged to be equipped with GSM/GPRS/3g/4g/wireless modem to have either Dial-Up data connectivity, SMS connectivity or broadband based VPN connectivity based on the field requirements. The inherent communication network from central node to all the nodes hereafter referred as "Data Communication Network" (DCN).

#### (vi) DATA STORAGE

Each individual Digital Display shall be able to store all the required data for displaying information locally. The Digital Display controller shall be capable of storing minimum 200 frames that can be triggered on receiving the command from the central computer

#### (vii) DATA COMMUNICATION

Data Communications may be through any of the links like Dedicated line, Leased line from the local service provider, G3/G4/GPRS/GSM/CDMA- DATA channel, GSM/CDMA- SMS channel. The Digital Display controller shall be capable of communicating over wire Ethernet, fiber Ethernet, wireless Ethernet, wireless cellular, WiFi Ethernet, or traditional copper landline.Data communication shall be provided with sufficient security check to avoid unauthorized access.

#### (viii) DESIGN & OPERATIONAL LIFE:

The minimum design life for the equipment before replacement shall be a minimum of ten (10) years, and an operational life without major overhaul of five (5) years.

#### (B) FIXING AND INSTALLATION OF THE DISPLAY BOARDS:

True colour DDS are to be installed at each of the locations within the area of 100 km x 100 km around Ahmedabad. Physically fixing and erecting all LED displays on the ground in Ahmedabad at 12 locations (outdoor) with a pole height of about 15 feet above the ground. Location area will be made available & defined by IITM. This work should include civil worksearth pit, foundation structure, super structure for Digital Display and earthing. All poles should

be well painted for rust free and good shining color preferably silver. The structural design for foundation as well as super structure by the authorized structural engineer should be submitted to IITM for approval.

#### (C) INDOOR LED DISPLAY -4 Nos.

- TWO (2) number of Direct Indoor display (TV) LED 201cm (~80 inches) KD-79X9000B UHD/4K (Sony/Samsung/LG or equivalent) to be wall mounted and has to be integrated with the control room display server to transmit all data in master control room in Pune remotely through GPRS system (where it should also be integrated with existing control room display unit) and in local control room in Ahmedabad through internet.
- TWO (2) numbers of LCD (~65 inches) with 3D to be wall mounted and has to be integrated remotely with the control room display server to show all data. These 2 displays will be installed on 2 different locations within Ahmedabad and must be connected remotely through GPRS /g3/etc. Locations will be identified by IITM
- All 4 displays should be equipped with customised display software and controller to enable the data transmission as stated above.

## (D) DISPLAY /MEDIA SERVERS, SOFTWARE & NETWORKING:

#### **D1. Display Server Software Features**

Vendor **customized menu driven software** for the collection of the Air Quality Data (referred further as AQ data) should be hosted on the computer. This computer may be equipped with **GSM/GPRS** modem to have **data/sms** or **VPN** over broadband connectivity with other nodes.

The collected **AQ data** may be processed further to make user presentable form and then processed data is transferred over "Data Communication Network" to the respective nodes.

The central control computer software shall be capable of setting an individual Digital Display, or group of Digital Display, to display either one of the pre-set messages, or symbols, or text message. In addition, the central control computer system shall be capable of being programmed to display an individual message on a Digital Display, or group of Digital Display, at a pre-set date and time. A sequence of a minimum of 10 messages/symbols per Digital Display shall be possible per schedule.

The central control software shall be a user-friendly, windows & tabs oriented package that allows complete control, monitoring, and diagnostic capability for all functions of the Digital Display and Digital Display controller.

The central control computer shall also store, in a suitable database, complete information about the messages displayed on each Digital Display. The minimum information to be stored shall be:

- The identification number of the Digital Display
- The message/symbol content, or the standard message/symbol number
- The start date and time at which the message/symbol was displayed
- The end date and time at which the message/symbol was displayed

The central control computer shall test each individual Digital Display on a regular (pre-set) basis. This test shall be exhaustive and determine if the system is fully operational, including individual pixel status.

Messages displayed on a Digital Display are done by using single or multiple-phases. A phase is defined as the limits of the display area available for text, bitmaps, or animation. Messages that require more information than can be shown on a single Digital Display display space may require the use of multiple phases. Multiple phases allow more than one message to be displayed at a location.

The Digital Display central software shall have all of the following attributes, as a minimum:

- A WYSIWYG Graphical User Interface for message creation and editing.
- A tabbed browser with the following quick-access tabs as a minimum:
- Main browser page
- Message Libraries
- Fonts
- Schedules
- Scenarios
- Diagnostics

The central software shall be capable of creating and maintaining several number of message libraries and multiple number of messages. The central software shall support multiple user accounts. Each account shall have an associated user access level, user name, unique user password.

The central software shall have multiple access levels, including but not limited to Administrator level (all functions/parameters accessible), Operator 1 level (poll signs for diagnostics, execute messages from message libraries), Operator 2 level (poll signs for diagnostics and monitor only). The central software shall have a font editor with complete control at the pixel level to add, edit, or create fonts and bitmaps.

The central software shall display all diagnostic information polled from the controller. As a minimum, the following diagnostic information shall be available:

• Pixel test: Diagnose each pixel in the Digital Display and report on the GUI the exact location and status of every pixel in the sign

- Test pattern: Upon command from the central software, the sign shall initiate a checkerboard test pattern across the entire display
- Digital Display cavity temperature from each individual temperature sensor inside the Digital Display
- Fan status of each exhaust fan in the Digital Display
- Individual photosensor readings
- Brightness level setting
- Brightness value as a percentage of full brightness
- Error over-ride status
- Communication and comm. time-out status
- Detailed count of instances of communication loss

## D2. Main Display control Server Specifications -2 Nos

• Processor Intel® Xeon® E5-2620 (6 core, 2 GHz, 15MB, 95W)

• Operating System: Windows server Latest Version

• Number of processors and Core: 1 and 6

• Form factor (fully configured) 5U

• Power supply type (1) 460W Gold hot plug power supply kit Common Slot

• Memory, standard 8GB (2x4GB) RDIMM

• Memory slots 24 DIMM slots

• Memory type 1R x4 PC3L-10600R-9

• Included hard drives None ship standard; Supports up to (8) SFF SAS/SATA

• Optical drive type Half-Height SATA DVD-ROM

• Network controller 1Gb 331i Ethernet Adapter 4 Ports per controller

• Storage controller (1) Smart Array P420i/512MB FBWC

 Infrastructure management iLO Management Engine, Insight Control (optional) (Equivalent to HP ProLiant ML350p Gen8 E5-2620 1P 8GB-R P420i Hot Plug 8. SFF 460W PS Base

#### D3. Backup Display Control Server Specifications- 2 No

- Branded PC with Windows 8 Professional 64
- Intel® Core<sup>TM</sup> i5-4570S with Intel HD Graphics 4600 (2.9 GHz, 6 MB cache, 4 cores)
- 1 TB 7200 rpm SATA
- 8 GB 1600 MHz DDR3 SDRAM
- Intel HD Graphics 4600
- Slim Tray-load Super Multi DVD writer
- Office Professional latest version.
- KEYBOARD: USB Keyboard
- Network controller Ethernet Adapter
- MOUSE: USB MOUSE with PADS
- DISPLAY: 23in HAS Wide Monitor, VGA/DVI
- OPTICAL DRIVE: 16X Max DVD-ROM Drive
- Two Licenced TEAM VIEWER Software /hardware

#### **D4.** Display Media Server Software specifications

Customised Media server software with GUI to control all Indoor and outdoor displays remotely through 3G and wireless broadband. There should be 2 types of customized software developments for displays. One for ourdoor displays and another one for Indoor displays as per the frames provided by IITM. In addition to this, the conrol software should handle all data communication from central display server to all remote locations. Software should support Video, Image, Text Message, Audio. Software should be customized, meaning that you can easily operate anytime and anywhere. The central software and all software related to (ourdoor and indoor) used for remote viewing will be property of IITM and all source codes and related tools should be handed over to IITM. The central software should also cover functional parameters mentioned below.

- The "Server" is co-located at the Central station, connected to the AQMS server via FTP server and display Server over LAN connectivity collects regularly [user configurable polling intervals] the required data.
- The collected AQ data may be processed further to make it in the user presentable form and then transfer it over "Data Communication Network" to the respective nodes.
- Software should convert the received DATA into Displayable content and show the content on the target display with pre-set frame stay times & inter-frame delays.
- Displays will show Air Quality, UV and meteorological data of several parameters for today, captured from 10 locations, in one-after-the other-screen pattern on all locations in map of Ahemedabad area, with the time duration of around 5 seconds between each screen. There can be an animation and satellite image for any parameter.
- It will repeat above step for the next day's forecast for both air quality and met parameters.
- Parameter values going beyond threshold limit (to be provided by IITM) to be shown blinking, to attract the attention.
- Display should have options for line at the bottom to show text data. The First two lines of Display will show title, real date and time (there should be provision)
- The Date and Time will be of current day in case of air quality or wather -now, whereas in case of air quality or weather -tomorrow, it will show the date of next day. The display should be minimum of 3 lnguages namely, **English**, **Gujarati and Hindi.** Dynamic data frames for both outdoor and indoor displays should be made as per the design and instructions from IITM during development.
- The last one line to be used to display general messages and explanation of the data /abbreviation / units etc. being displayed in the Display
- Data will be refreshed every hour, till that time, it will keep on showing the same data using above mentioned pattern.
- The software should have compatibility as to work properly in Digital Displays of different sizes covered under the scope of this tender.

## D5. Networking- 3G/wireless Broadband- Software & Hardware

- The displays to be networked with options for Single point remote Data handling, delivery & updating in near real time.
- Required to be connected to display data Server through 3G /broadband wireless

- Display data Server should be connected media server and to AQMS data server through LAN/wired mode to collect real time data. In addition, it should also collect the forecasted data from FTP/central server remotely.
- Your data handling Software should be installed at media server from where data will go to display server and to different indoor and outdoor displays.
- All required software and hardware for networking in control room should be installed
- All Displays have to be connected through 3G/4G/Broadband/ wireless connection. Cost for all locations should be quoted including monthly tariff by supplier on limpsum basis for 5 years which must be borne by the vendor. IITM will not incur any expenditure either fixed, static or recurring for any operation.

## D6. DDS Operations- key feature required

The DDS will project the following in Graphic colour slide format-

- Air Quality –Now (Real Time) ;–Tomorrow and later (24-72 hour advance Forecast)
- Meteorological Data –Now (Real Time); Meteorological Data –Tomorrow (24 hour advance Forecast)
- UV-Index –Now (Real time)
- Citywise weather, early warning and 3 day advance forecast data as provided.
- Any social message or other customised, massages relevant to pollution /weather control (both static/ Graphic). Provision in simplistic form for an instant message should be provided which can be handled by IITM personnel with menu driven icon.
- Message of data required to be shown using bar graph/images in colour to make it interesting for the common public.
- Option must be there to display the messages and any other text in English, Gujarati and Hindi.
- Data has to be shown in real time Auto mode; All display data should be seen/mirror image in the Display servers.
- Activation: The display should be activated automatically when the power is supplied. The activation sequence starts with a self test. If a major fault is detected, during activation or during normal operation, the display should be blanked. The total activation time to come into normal operation should not be more than 7 seconds. All Displays are interfaced with the central PC thru' 3G/broadband wireless Modem. Upon configuration of communication and display parameters (i.e. Screens) in software, it should start establishing connection with each display board to send data.

#### (E) ELECTRICAL CABLE LYING AND ITS MAINTAINANCE

Lying of aluminum electrical cable with earthing suitable to bring power supply from the nearest power junction for all DDS as per the load (Quote per meter rate for both categories with supply and commissioning, lying inside ground with cover, etc.) along with timer circuit. The exact amount will be calculated based on actual length, which is likely to be around 3000 meters for all displays and can vary. All work of above electrical cable, connections, repair and its maintenance will also be under the general turnkey OMC contract for 5 years for any fault, repair or replacement.

## (F) OPERATIONAL AND MAINTENANCE CONTRACT (OMC)

- Supplier should quote for the Comprehensive Operational and Maintenance contract (OMC) for a total period of 5 years for all items mentioned in this tender including complete manned operation and managing LEDs /LCDs and supply of the data to the central station with remote handling. It is understood that as per the practice, there should be a total Comprehensive Maintenance Contract (CMC) for initial one year free of cost. Hence, only the man power cost should be included for the 1st year. This OMC should be included for each and every item covered in this tender whether it is hardware or software, all consumables, non consumables, spare parts, recurring expenses viz. 3G-SIM tariff, and regular maintenance for the uninterrupted operation (24x7), etc.
- Stationing minimum ONE dedicated trained SOFTWARE engineer is compulsory in the
  control room for all software related issues. Software Engineer will not only maintain the
  software but will also regularly involve in upgrading and developing new modules as per the
  instructions of IITM. Software engineer will work on all working days including Saturdays.
  In case of emergency, software engineer should report on duty as per IITM / IMD
  requirement.
- Stationing minimum TWO dedicated trained HARDWARE engineers compulsorily in control room and fields in Ahmedabad for all hardware related issues. Engineers will maintain all display systems, handle day to day operations and will submit reports once in a day. Persons should be present on all working days including Saturdays In case of emergency, engineers should report on duty as per IITM / IMD requirement.
- Hence, minimum required number to be compulsorily quoted for total staff of THREE
  numbers with a guarantee to strictly adhere to OMC guidelines. However, if vendor feels
  that more engineers and staffs are required to fulfil the OMC responsibilities, then vendor is
  allowed to increase the number of staff. However these additional cost of the additional will
  be considered in evaluation of lowest bidder.
- These OMC staff will maintain all instruments, manage all consumables, spares, keep it operational and carry out the complete operational analysis at all displays and related items as stipulated in this tender document (spread around 100-200 km radius within Ahmedabad and surrounding areas) on a routine basis. Quote separately for each year. OMC will be paid only for those days when display systems are operational for which a log book should be maintained and duly certified by IITM. No OMC payment will be made for non functional days and also an extension of OMC period will be done for the equivalent duration.
- In addition to above, if individual display system remains non-functional continuously for more than 3 days an additional penalty will be charged @ 2% of OMC amount of display system per month. In case display system is non-functional continuously for more than 7 days, a penalty will be charged @ 5% of OMC amount of display system per month.
- The instrument should be commissioned, regularized and made operational without any additional facility and extra cost to IITM. However space for erecting display systems and standard Indian raw power supply will be provided by IITM

# List of deliverable related to DDS for SAFAR –Ahmedabad as per specification given in this tender.

Sr. No.	Description	Qty.
01	OUTDOOR True Colour LED Display	12 sets
02	Fixing and installation of the display boards	12 job
03	INDOOR LED Display	2 sets
04	INDOOR LCD Display	2 set
05	Main Display control Server	2 sets
06	Backup Display control Server	2 sets
07	Display and Media Software	
08	GPRS/3G Modem, etc.	as per requirement
09	Installation & Commissioning	
10	OMC	

#### INDIAN INSTITUTE OF TROPICAL METEOROLOGY MUMBAI 411 008 GENERAL TERMS & CONDITIONS

**ENQUIRY NO:** PS/128/41/2015 **Tender Notice No.:** PS/Tender/06/2015

#### 1) ABOUT IITM

The Indian Institute of Tropical Meteorology (IITM), Pune an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. IITM is country's premiere research Institute to generate scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. For more details please visit http://www.tropmet.res.in

2) The Tenderers are requested to give detailed sealed tender in their own forms in two Bids i.e.

Part - I Technical Bid.

Part - II Commercial Bid / Financial Bid,

Both the bids addressed to

The Director,

Indian Institute of Tropical Meteorology,

Dr.HomiBhabha Road, NCL Post, Pashan, Pune – 411 008, INDIA.

The **TECHNICAL BID** of the tender will consist of the two sections:

**SECTION-A:** Consisting of technical offer and a check list showing deviations from the technical specifications. If there is no deviation with technical specifications, a "No Deviation Certificate" must be enclosed. (Proforma 3)

**SECTION-B:** Containing

- a) Commercial terms and conditions.
- b) Earnest Money Deposit.

- c) Check list showing deviations, if any from the commercial terms and conditions against each clause. If there is no deviation with commercial terms and conditions, a "No Deviation Certificate" must be enclosed (Proforma 3).
- d) Blank format of price bid as quoted by the bidders (WITHOUT PRICE).
- e) Sales Tax Registration Copies must be provided.
- f) A list of client served (with Contact Address) must be provided. Bidders shall enumerate the operational experience in similar environment of the AQMS system offered along with names, addresses, FAX and phone numbers, and e-mail of user installations in Proforma -04.
- g) Bidder should furnish his complete address along with the telephone, telex, e-mail, and telefax numbers for the purpose of further correspondence pertaining to the tender.
- h) Each copy of the bid should be a complete document and should preferably be bound as a volume. Different copies must be bound separately. Soft copy of the bid document in CD should also be submitted.
- i) Original brouchures and other technical details of the proposed System.

**COMMERCIAL BID** envelope will contain only the financial bid in which price, maintenance, AMC, CMC, OMC etc. and any other information, which has financial implications, will only be given.

- 4) Please indicate page nos. on your quotation ex. If the quotation is containing 25 Pages, please indicate as 1/25, 2/25, 3/25 -----25/25.
- 5) The main envelope, which will contain both the bids, should be super scribed with our tender enquiry No.PS/128/41/2015 due on
- 6) The technical bids will be opened on the specified due date in the presence of tenderers who wish to be present & the financial bids of only those bidders will be opened whose technical bid is found suitable by us.
- 7) The Date and Time of opening for Part-II (Commercial Bid) will be intimated only to prequalified and technically acceptable Tenderers for the item at a later date.

Last Date and Time for receipt of Tenders: 10th February 2016 Upto 12.00 hrs. Date and Time of opening of Tenders: 10th February 2016 At 15:00 hrs. (Part-I Technical Bids only)

- 8) This tender is not transferable.
- 9) If a request is made to IITM for Tender Documents a sum of ₹1000/- (₹ One Thousand only) (Non-refundable) has to be paid in the form of Demand Draft drawn in favour of "The Director, Indian Institute of Tropical Meteorology, Pune" preferably from Nationalized Bank. In case the bidders download the Tender Documents from the website of the Institute, though they require to be enclosed DD towards Tender Fees while submitting the tender. Otherwise tender will not be considered.
- a) Equipment's are required for **Ahmedabad** and to be installed in and around

- **Ahmedabad (INDIA) at different locations** excepting a few (mentioned) and subsequently Training is to be provided to the concerned scientists / personnel of IITM, Pune.
- b) Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra may be quoted separately in Commercial Bid.
- c) In case if your quote is FOR/FOB basis, estimated Insurance coverage charges may please be indicated.
- d) CIF, Mumbai /Ahmedabad value both by Airfreight may please be indicated.
- e) Local Body Tax (LBT) / Octroi Payment if any, the same may please be shown separately.
- 11) Cost of the items should be mentioned clearly in the Commercial Bid (Part-II) only. The optional and any other essential items / accessories required for the maintenance of the equipment for the next five years should also be specified in the offer separately.
- 12) In case of foreign quote, the Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to the Indian Agent in <u>Indian Currency</u>. If Agency Commission is not applicable, the same may kindly be mentioned clearly in the offer.
- 13) Percentage & amount of Indian Agency commission payable in Indian currency after the receipt of consignment in good condition at our Stores & satisfactory installation and commissioning of the ordered equipment on submission of copy of DGS&D registration wherever it is applicable.
- 14) Indicate the names of the Indian reputed Organizations where you have supplied the similar equipment and may attach the satisfactory performance report of the equipment from user Organization.
- 15) a) If you have supplied identical or similar equipment to other Institutes under Ministry of Earth Sciences, Ministry of Science & Technology and any other central /state Government Organisation, the details of such supplies for the preceding three years should be given together with the prices eventually or finally paid.
  - b) Based on the above information IITM will have its option to obtain details of the equipment, their performance, after sales services etc. for evaluation of the tender directly from the concerned Labs. /Scientists etc.
- 16) All the Bank Charges inside and outside India, including opening of LC, communication, confirmation, amendments etc., if any to Beneficiary's Account only. This may please be noted.
- 17) Details of services rendered by vendor as well as after-sales services offered by vendor are to be made clear in the tender.
- 18) The vendor should have appropriate facilities and trained personnel for supply, installation, commissioning and warranty-maintenance of the equipment to be supplied. Detailed information in this regard may be furnished.

- 19) Delivery Period: Within 4 months from the opening of Letter of Credit in case of imported item or within 4 months from the date of issue of Purchase Order, in case of order in INR.
- 20) Details regarding terms of payment including period of warranty. However we prefer to release the payment on BILL Basis (excluding Indian Agency Commission) after receipt of consignment in good condition and satisfactory installation, and commissioning thereof. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through Sight Draft / Letter of Credit through the State Bank of India for the order value excluding the Indian Agency Commission. However, the detailed payment for Sight Draft / Letter of Credit is mentioned at clause No. 30 (b), (c)& (d) of this tender terms and conditions.
- 21) Supply means "Supply, Installation, Commissioning and satisfactory demonstration of the whole system and training". If any charges extra for Installation, Commissioning and training, the same should be specified in the commercial offer.
- 22) Kindly attach a copy of your latest DGS&D, New Delhi registration Certificate under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier wherever it is applicable.
- 23) a) The Tenderer is required to furnish the Permanent Account Number (PAN) Allotted by the Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration' etc. should also be provided in Technical Bid.
  - b) A copy of latest Income Tax Clearance Certificate from Income Tax Department (INDIA) for Indian Agents.
- 24) In case of foreign quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished.
- 25) The item should be supplied with manuals and the manuals including technical / Electronic drawings / circuit diagrams should be complete in all respects to operate the system without any problem.
- 26) The import license is covered under OGL policy of 2009-2014.
- 27) a) In case of Indigenous Items the offer should contain the Basic Price and percentage of Excise Duty should be shown separately, since IITM, Pune is exempted from payment of Excise duty vide Govt. Notification No.10/97-Central Excise dated 15t March, 1997.
  - b) IITM is exempted from payment of Customs Duty vide Govt. Notification No.51/96-Customs dated 23<sup>rd</sup>July, 1996. Since the suppliers are requested to quote only on FOB basis, applicable freight, insurance and customs duty to R&D Institutions will be borne by IITM.

- 28) Tender must clearly indicate the features offered unit price, VAT tax, transport, transit insurance, installation charges. Institute cannot furnish any concessional certificate for exemption or reduction in VAT tax or any other duty / tax except mentioned above at 28 a) and b). The vendor should mention the price of the equipment and the duties / taxes to be paid such as customs duty / excise duty / VAT taxes etc. separately.
- 29) **Performance Security:** To ensure due performance of the contract, the successful bidder has to furnish the Performance Security in the form of bank guarantee for **10**% of the Order value from the Indian nationalized bank before execution of ordered work but not later than 21 days from the date of receipt of the Purchase Order. The same will be returned to the successful bidder only after completion of satisfactory installation, commissioning, demonstration of the whole system.
- 30) a) No advance can be paid.

#### b) **PAYMENT:**

- (i) For Import goods:- 80% payment shall be made by Sight Draft / an Irrevocable Letter of Credit established in favour of the supplier through the State Bank of India, Main Branch, Camp, Pune 411 001 (India) for the order value, excluding the Agency Commission due to the Indian Agents, against the presentation of original Shipping documents. 10% payment shall be released after completion of satisfactory installation, commissioning, demonstration of the whole system, after imparting training. Balance 10% will be released upon receipt of Bank Guarantee from Indian nationalized bank for 10% of total Order value towards performance guarantee during warranty period. The bank guarantee to be valid for warranty period plus two months from the date of completion and commissioning of the project. However Letter of Credit/Sight Draft arrangement will be made for 100% Imported goods value.
  - The Agency Commission to the Indian Agent will be paid only after successful installation, commissioning and satisfactory demonstration and acceptance of the items ordered for by the end user.
- (ii) For Indigenous items:- 80% payment shall be made against delivery of indigenous goods, 10% payment shall be released after completion of installation, commissioning and on acceptance test as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank Guarantee from Indian nationalized bank for 10% of the total order value, to be valid for entire period of warranty and two months including extension if any. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during warranty period i.e. payment after warranty period.
- (iii) For OMC Service: Operation & Maintenance Contract payment will be made on quarterly basis on submission of performance Bank Guarantee from Indian nationalized bank for 10% of the total order value, to be valid for entire OMC period and two months including extension if any. If no Bank Guarantee is given, the balance 10% will be paid after assessing, after sales service during OMC period i.e. payment after OMC period.
- 31) The prices quoted should be firm and irrevocable and not subject to any change whatsoever, even due to increase in cost of raw material components and fluctuation in the foreign exchange rates and excise duty.

- 32) The Tenderer has to state in detail the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system and to run the tests. i.e. pre-installation facilities required for installation may please be intimated in the technical bid.
- 33) **INSTALLATION**: Bidder shall be responsible for installation / demonstration wherever applicable and for after sales service during the warranty and thereafter.
- 34) Acceptance tests to be prescribed later will be carried out after installation and the items will be taken over only after successful completion of the acceptance tests.
- 35) The tenders must be clearly written or typed without any cancellations / corrections or overwriting.
- 36) The tenders will be received in the Institute till 10th February 2016 up to 12:00 hrs. and shall be opened on 10th February 2016 at 15:00 hrs. in presence of the tenderers or their authorized agents who wish to be present.
- 37) IITM will not be responsible:
  - a) For delayed / late quotations submitted / sent by Post / Courier etc.
  - b) For submission / delivery of quotations at wrong places other than the Office of Director, IITM, Pune,
- 38) In case of Foreign Quote, the mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (By Air India Freight) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated.
- 39) The makes / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates are quoted are to be mentioned.
- 40) The Technical Bid should accompany with complete specification, Manufacturer's name, address and relevant Technical Literature/Brochures with Warranty Terms.
- 41) The tender / quotation / offer submitted by you should be valid for a minimum period of **One Hundred Eighty (180) days** from the date of opening the tender.
- 42) The quotation should be only in Indian Rupees for indigenous items. In case of foreign quote, the vendors may quote their rates in, Indian Rupees as well as in Foreign Currency.
- 43) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
- 44) Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site after site readiness.
- 45) IITM will not provide any accommodation/transportation for the Engineers/ Representatives for attending Installation, Commissioning and Demonstration Work. It is the absolute

responsibility of the Principal Supplier/Indian Agent to make their own arrangements.

#### **46) WARRANTY/GUARANTEE:**

- (a) Please see the complete detail in OMC Clause of tender document.
- (b) The equipment should be guaranteed for trouble free performance during OMC period after installation. Supplier shall finally warrant that all the stores, equipment and components supplied under the ORDER shall be new and of the first quality according to the specifications and shall be free from the defects (even concealed fault, deficiency in the design material and workmanship). The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary. Further, the technical specifications and requirements may also be verified.
- 47) Details of onsite warranty, agency that shall maintain during warranty and undertake Operational Comprehensive Service Maintenance Contract (OMC) beyond warranty shall be given in the offer. In case of foreign quote, the Indian Agent who shall maintain during warranty and AMC / OMC beyond warranty shall be given in the Technical Offer along with the name of Firm, address, contact person, phone no., fax no. etc.
- 48) The supply of spare parts is to be guaranteed at least for a period of 10 years after the supply of the equipment.
- 49) DDS need to be installed in Ahmedabad at the vendor's cost. The complete equipment including operational manuals should be supplied within stipulated period mentioned in the supply order and the vendor should install the equipment within **One Month** after the delivery of the equipment.
- 50) The item should be supplied with manuals and the manuals including technical / Electronic drawings / circuit diagrams should be complete in all respects to operate the system without any problem.
- 51) No sub-contracting will be allowed for installation or maintaining system/ equipment / instrument during or after warranty period.
- 52) Vendor has to quote rates for AMC / OMC, if any, only in commercial bid.
- 53) Any upgrade in Operating System (OS) and associated other software during the warranty period should be supplied free of charge.
- 54) Discount offered should be mentioned clearly in the commercial bid only.
- 55) This Institute is an autonomous scientific research organization under the Ministry of Earth Sciences and is a recognized centre for studies leading to M.Sc. and Ph.D. of the University of Pune and various other Universities. As such, all possible concessions / discounts / rebates applicable for educational Institutions may be given being a Educational Institution.

56) a) The Earnest Money Deposit of ₹12,00,000.00 (₹ Twelve Lakhs only) must be paid / sent along with your technical bid in the form of a Demand Draft, Banker cheque or Bank Guarantee from a commercial Bank in India drawn in favour of The Director, Indian Institute of Tropical Meteorology, Pune payable at Pune, otherwise your technical & financial bids will not be considered at all. The Earnest Money of successful bidder will be returned only after installation, commissioning, satisfactory demonstration and on acceptance of the equipment by the user Scientist / HOD as per the terms of our purchase order. If the successful bidder fails to fulfil the contractual obligations before the due date, he will forfeit the EMD.

The Earnest Money of the unsuccessful bidder whose technical bid has not been found suitable will be returned within **FORTY FIVE DAYS** after receipt of Technical Committee recommendations.

- b) Those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation or the concerned Ministry / Department need not to furnish EMD along with their bids.
- c) Though EMD has to be submitted by Demand Draft, Banker's Cheque or Bank Guarantee, we prefer to have Bank Guarantee for easy return to the bidders once a decision is taken by IITM. (Specimen of Bank Guarantee is enclosed at Proforma-02).
- d) Tenders not accompanied with Demand Draft / Bank Guarantee towards "Earnest Money Deposit" will summarily be rejected.
- 57) a) Tenders, which are submitted without following the Two-Bid Offer System, will summarily be rejected.
  - b) Unsigned Tenders will also be rejected.
  - c) Part and incomplete tenders are liable to be rejected.
- 58) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent value of the Purchase Order awarded, per every week delay subject to a maximum of 10% for every week beyond the due date and such money will be deducted from any money due or which may become due to the supplier.
- 59) Goods should not be dispatched until the Vendor receives a firm order.
- 60) The purpose of certain specific conditions is to get or procure best Equipment / service etc. for IITM. The opinion of Technical Committee shall be guiding factor for Technical short listing.
- 61) Firms which have already supplied similar equipment to IITM and have not completed required installation / commissioning / after sales service / warranty replacements etc. such firms' offers will not be considered for further evaluation and no enquiries thereafter will be entertained.

62) In the event the Manufacturer / Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. with the same cost / ordered value while submitting your bid, you may confirm this condition.

#### 63) Force Majeure:

Notwithstanding the provisions of the tender, the Bidder shall not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the qualified Bidder shall promptly notify the Client in writing of such conditions and the cause thereof. Unless otherwise directed by the Client in writing, the Bidder shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Client may terminate this contract, by giving a written notice of minimum 30 days to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services for a period of more than 60 days.

**64) Confidentiality:** Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (hereinafter for brevity referred to as Confidential Information). Confidential Information shall not include information that is independently developed by received by receiving party from a third party having been independently developed by such third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt prior written notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years after termination/expiry of this Agreement.

Each party shall maintain as confidential all information received from the other party that is identified as confidential at the time of disclosure (hereinafter for brevity referred to as Confidential Information). Confidential Information shall not include information that is independently developed by recipient or is in public knowledge or is already in the possession of the recipient or is received by receiving party from a third party having been independently developed by such third party. If receiving party is required to disclose Confidential Information due to a legal requirement, it shall provide prompt prior written

notice of the same to disclosing party. Confidentiality obligation shall survive for a period of two years after termination/expiry of this Agreement.

The supplier and its consultants, representatives and personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or Confidential Information relating to the services, contract or the Purchaser's business or operations or the details or configuration of the system and/or its functions without the prior written consent of the purchaser. No sub-contractor shall be engaged unless with the prior written consent of the purchaser.

The supplier shall treat the details of the Contract as private and confidential, save insofar as may be necessary for the purposes thereof, for which any disclosures shall be on a need to know basis with the recipients bound by confidentiality requirements which shall be and remain enforceable by supplier at its cost and responsibility mandatorily at the instance of IITM in the event of any breach of confidentiality, such enforcement being by enforcement and inflicting of penal and civil consequences up to the maximum permissible under law, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of purchaser.

If any dispute arises as to the necessity of any publication or disclosure for the purpose of the contract the same shall be referred to purchaser whose determination and decision shall be final and binding on both the parties.

The supplier shall not disclose details except for disclosing to employees and permitted subsupplier/s on "need to know basis". No photograph of the works or any part thereof or equipment employed thereon shall be unauthorisely taken, retrieved, retained, stored, modified, defaced, erased and/or published or circulated without the prior written approval of the purchaser in writing. The responsibilities of the supplier shall not be assigned transferred or otherwise parted with in favour of any other party unless purchaser has permitted such step in advance in writing.

The Supplier confirms and assures IITM that it has signed confidentiality Agreements with its consultants, representatives and personnel, with all such consultants, representatives and personnel bound by confidentiality requirements which shall be and remain enforceable by supplier at its cost and responsibility mandatorily at the instance of IITM in the event of any breach of confidentiality, such enforcement being by enforcement and inflicting of penal and civil consequences up to the maximum permissible under law, and in case of a breach of any of these provisions the Supplier will use all available legal means to forthwith secure injunctions against any unauthorized disclosures by its consultants, representatives and personnel. In the event of a breach of this provision, IITM shall be entitled to seek direct damages from the Supplier subject to the limit of the full value of the present contract.

- 65) Conditional Offers will not be considered.
- **66)** Corrupt or Fraudulent Practices: IITM as well as Vendor under this contract observe the highest standard of ethics during the procurement and execution of such contracts. In

pursuance of this policy, this Institute shall reject a proposal for award if it determines that the vendor recommended for award after financial evaluation has engaged in corrupt or fraudulent practices in competing for the contract in question. It shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a IITM Contract if any time it determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

The Integrity pact as per proforma should be signed and submitted along with the technical bid.

- 67) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.
- 68) The Director, Indian Institute of Tropical Meteorology, Pune 411 008, India reserves the right to accept any tender in full or in part or to reject the lowest or any or all tenders without assigning any reason.
- 69) In case of any dispute regarding part-shipment, non-compliance of any feature etc., The Director, Indian Institute of Tropical Meteorology, Pune will be the final authority to decide the appropriate action and it will be binding on the Vendor.

(V. R. MALI)
Scientific Officer, Grade-II
For Director

Email: psu.iitm@tropmet.res.in Tel: ++91-20-25894483 Tender No.:

#### **PROFORMA 01**

The Bill of materials must be included in the technical offer as well as commercial offer. However the Technical offer should not contain any price information. <u>ALL THE BIDDERS SHOULD QUOTE THEIR OFFER IN FOLLOWING FORMAT FOR UNIFORMITY</u>

## A. Imported Supply (DDS for SAFAR – Ahmedabad)

Sr. No.	Item Description	Quantity	Rate	Total Amount Currency
Total Ex-Works				
FOB/FCA Charges	3			
FOB/FCA Price, N				
CIF/CIP Charges				
CIF/CIP Price, Name of Port				
Charges for Custo				
Charges for Customs Clearance + Unloading + Insurance etc.				
Total DDP Price				
Amount in Words :				·

## B. Indigenous Supply (Local Supply) (DDS for SAFAR – Ahmedabad)

Sr. No.	Item Description	Quantity	Rate	Total Amount. Currency ( Rs)
			Total	
		(+	-) Taxes etc.	
			Grand Total	
Amount i	n Words ( in Rs)			

## C. Operational & Maintenance Contract (OMC) (DDS for SAFAR – Ahmedabad)

Sr. No.	Item Description	Total Amount. in INR
1	1 <sup>st</sup> Year OMC	
2	2 <sup>nd</sup> Year OMC	
3	3 <sup>rd</sup> Year OMC	
4	4 <sup>th</sup> Year OMC	
5	5 <sup>th</sup> Year OMC	
	Total	
	(+) Taxes etc.	
	Grand Total	
	Amount in Words ( in Rs)	

(**Note**: Separate sheet showing yearwise OMC Charges in details for all components mentioned in list of deliverables on Page No. 16 along with Manpower charges may be attached in the financial bid.)

(**Note :** Total cost of Ownership = A + B + C)

Witness

Signature Company Seal

Name:

Address:

Date:

Tender No	o. :				
PROFOR	MA 02				
	TECHNIC	CAL DEVI	ATION STATEMEN <sup>-</sup>	T FORM	
			PART-A		
	Te	chnical D	eviation Statement F	orm	
1. The foll specification	=	ne particu	lars of deviations fr	om the requirements of th	e tender
SECTION	PAGE No.	ITEM	SPECIFICATION	REMARKS	
				(including justification)	
prevail over	er those of a	ny other	•	nished in the tender docum a part of our bid, except or	
Dated:				Signature and seal of	
				The manufacturer/Bidde	r

## NOTE:

1 Where there is no deviation, the statement should be returned duly signed with an endorsement indication " No Deviations".

#### **PART-B**

## Terms and Conditions Deviation Statement Form

1. The following are the particulars of deviations from the requirements of the conditions/terms of the Tender:

PAGE No.	ITEM	SPECIFICATION	REMARKS
			(including justification)
F	PAGE No.	PAGE No. ITEM	PAGE No. ITEM SPECIFICATION

Dated:	Signature and seal of
	the manufacturer/Bidder

#### NOTE:

1 Where there is no deviation, the statement should be returned duly signed with an endorsement indication " No Deviations".

Tender No. :	
PROFORMA 03	
Details about supply of systems fo	r similar requirements :-
1.Name of the Organisation	:
2. Address	:
3. Phone/FAX/E-Mail	:
4. Nature of operation	:
5. Detailed Configuration of system	n supplied :
6. Actual use of system given under	er item 5 above :
Witness	
	0
Signature	Company Seal
Name :	
Address:	
Date :	

lender No. :	
PROFORMA 04	
Commercial bid details	
1. Country of origin	:
2. Quantity of Equipment	:
3. Delivery Schedule	:
4. Place of delivery	:
5. Acceptable Payment te	rms:
6. Validity of Quotation	:
7. Warranty/Guarantee	:
8. Name and address of Ir	ndian Agent (If any):
9. Percentage of Agency 0	Commission details:
Witness Signature	Company Seal
Name : Address : Date	
	ve formats are representative and not exhaustive. Additiona

al features at appropriate places depending on the specifications of offer may be added, if desired.

Tender No. :
I CHACL HOLL

## **PROFORMA 05**

## Undertaking

It is certified that the information furnished here in and as per the documer
submitted is true and correct and nothing has been concealed or tampered with
We have gone through all the conditions of tender and is liable to any punitiv
action for furnishing false information / documents.

Dated this day of	2016
Signature	
(Company Seal)	
In the capacity of	
Duly authorized to sign bids for and on behalf	f of:

_			
Tan	dor	No.	
1611	uci	INU.	

#### **PROFORMA 06**

Door Cir

#### **Format for Covering Letter**

To
The Director
IITM Ministry of Earth Sciences
Dr. Homi Bhabha Road
Pashan,
Pune -411008
India

Sub: Technical Bid for Digital Display System (DDS) for SAFAR – Ahmedabad.

De	ai Sii,											
(a)	Having	examined	I the	tender	docum	ent and	l Annex	cures th	ereto	and	addend	la
nu	mbers _	there	o, we	, the ur	dersign	ed, in co	onformity	with th	e said	cont	ract, offe	эr
to	provide	the said s	ervice	s on te	erms of	reference	e to be	signed	upon	the	award (	Эf

contract for the sum indicated as per financial bid.

(	b)	We acknowledge havin	a received	the following	addenda t	to the bid	I document:
			9		,		

SI	No	Addendum No.	dated

- (c) We undertake, if our proposal is accepted, to provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from IITM.
- (d) We agree to abide by this proposal for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) We agree to execute a contract in the form to be communicated by IITM, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard and notice of the award within time prescribed after notification of your intention to accept this proposal.
- (f) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

(g) We understand that you are not bound to accept a lowest or any bid receive, not to give any reason for rejection of any bid and that you will not de expenses incurred by us in biding.	
(h) We would like to clearly state that we qualify for this work as our company the pre-qualification criteria indicated on your tender document. The details haprovided separately.	
(i) As security for the due performance of the undertaking and obligation of the submit herewith a Demand Draft / Banker's Cheque bearing no drawn in favour of <b>Director, IITM</b> for ₹12,00,000/- (₹ Twelve Lake payable at Pune.	dated
Dated this day of 2016	
Signature	
(Company Seal)	
In the capacity of	

Duly authorized to sign bids for and on behalf of:

#### Tender No.:

#### **PROFORMA 07**

#### FORMAT OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

(Covering Delivery obligations)

- 1. This guarantee should as per the format specified by RBI be furnished by a Nationalised Bank / Scheduled Bank, authorised by RBI to issue a Bank Guarantee excepting Bank of Baroda.
- 2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (at present not less than Rs. 100./-)
- 3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee .

adiditioo :								
То								
The Director								
IITM								
Dr. Homi Bhabha Road, Pashan								
Pune - 411008								
			which M/s ned firm undertook to delivery					
S.No.	Description	Qty.	Value					

		thereof provided you advise us that M/s terms and conditions of contract including the delivergein.
	the contract, this guarant	ipulation of the clause of the instructions appended to tee will become invalid after completion of supplies f guarantee has been returned to us, at the latest,
		the period or due date) unless a claim has been our guarantee until that date.
	In any case, our liability exceed ₹	under this guarantee of performance does not
	This guarantee deed mu of guarantee.	ust be returned to us upon expiration of the period
	Seal:	(Countersigned) Name of the Bank.
Witnes Signat		Company Seal
Name: Addres Date:		

#### **PROFORMA 08**

## Format of the Integrity Pact PRE CONTRACT INTEGRITY PACT

#### General

	This pre-bid-contract Agreement	(hereinafter called the Integr	rity Pact) is made
on	day of the month of	2010, between, on one h	and, the Director
IITM,	Pune acting through Shri	, Designation of the	officer, Ministry/
Depa	rtment, Government of Indian (her	einafter called the 'BUYER",	which expression
shall	mean and include, unless the cont	ext otherwise required, his su	iccessors in office
and	assigns) of the First Part a	nd M/s	_represented by
Shri_	, Chief Executive (	Officer (hereinafter called the	· 'BIDDER/Seller"
which	expression shall mean and inclu	de, unless the context other	wise requires, his
succe	essors and permitted assigns) of the	e Second Part.	

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER /Seller is willing to offer/has offered the stores and

WHEREAS the BIDER is private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India

#### NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto agree into this Integrity Pact and agree as follows:-

## **Commitments of the BUYER**

- 1.1 The BUYERE undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERs the same information and will not provide and such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry I being conducted the BUYER the proceedings under the contract would not be stalled.

## **Commitments of BIDDERs**

- 3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration Reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3\* BIDDERs shall disclose the name and address of agents and representatives and Indian BIDDERs shall disclose their foreign principals or associates.
- 3.4\* BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6\* The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details if services agree upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contains in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- 3.12 If BIDDER or any employee of the BIDDER or person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financially interested/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
  - The term 'relative' for this purpose would be as define in Section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or entire into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### 4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## 5. Earnest Money (Bid Security Deposit)

- 5.1 While submitting technical bid, the Bidder shall deposit an amount as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:
  - i) Bank Draft or a Pay Order in favor of **The Director**, **INDIAN INSTITUTE OF TROPICAL METEOROLOGY**", payable at **Pune**
  - ii) A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.

- iii) Any other mode or through any other instruments (to be specified in the RFP).
- 5.2 The Earnest Money/ Security Deposit shall be valid upto a period of three years or the complete conclusion of the contractual obligation to the complete satisfaction of the both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 6. Sanction for Violations

- Any breach of the aforesaid provisions by the BIDDER or any on employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required:
  - i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii) The Earnest Money (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
  - iii) To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.
  - iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher that the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix) in case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

#### 7. Full Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government or India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

#### 8. <u>Independent Monitors</u>

- 8.1 The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### 9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### 11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### 12. Validity

- 12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13.	The	parties	hereby	sign	this	Integrity	Pact	at		on
BUYER Name of the Officer Designation Deptt./Ministry/PSU				CHI		DER ECU	TIVE OFFICER			
Witne	ess						Wit	<u>ness</u>		
1							1.			
2							2			

<sup>\*</sup>Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

#### **PROFORMA 09**

## **BID SECURITY FORM**

Whereas 1 (hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the supply of (name and/or description of the goods)(hereinafter called "the Bid").
KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of the country), having our registered office at (address of bank)(hereinafter called "the Bank"), are bound unto (name of Purchaser) (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of THE CONDITIONS of this obligation are:
<ol> <li>If the Bidder withdraws it's bid during the period of bid validity specified by the Bidder on the Bid Form; or</li> <li>If the Bidder, having been notified of the acceptance of it's bid by the Purchaser during the period of bid validity:         <ul> <li>a) fails or refuses to execute the Contract Form if required; or</li> <li>b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders.</li> </ul> </li> </ol>
We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, Without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee shall remain in force up to forty five days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank) Name of Bidder.