

OFFICE OF THE DY. COMMISSIONER OF POLICE: PROV. & LOGISTICS: DELHI.
(AN ISO 9001 : 2000 UNIT)
5, RAJPUR ROAD, DELHI-110054

Tender Notice No.50/CSA/Q-I(B)/DCP/P&L/2014

Dated: 01/07/2014

CHAPTER – 1

INSTRUCTIONS TO BIDDERS

1. General:

- 1.1 Online Bids are invited in two bid system i.e. (i) Technical bid (ii) Commercial bid from manufacturers or their authorized distributors and also from Governmental/Semi-Government Organizations and Public Sector Undertaking for the purchase and installation of 50 Nos. Variable Message Signs (VMS) for the locations mentioned in **Appendix-I, chapter-3** (as per the Requirement (**Chapter-3**) and Technical Specifications (**Chapter-4**) in this document.
- 1.2 Bidders are advised to study the tender document carefully and thoroughly. Online submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the Stores. No request for the change of price or time schedule of delivery of Stores shall be entertained, on account of any local condition or factor once the offer is accepted by the Purchaser.
- 1.4 **The Purchase committee reserves the right to relax any terms & conditions in the Govt. interest with the approval of Competent Authority.**
- 1.5 Bidders shall not be permitted to alter or modify their bids after expiry of the deadline for receipt of Bids.

2. Schedule of Tender:

- 2.1 The tender document can be downloaded from Central Public Procurement Portal website: <https://eprocure.gov.in/eprocure/app>. Bid submission will be tentatively started from 21/07/2014 at 1000 Hours and will be closed at 1030 Hours on 11/08/2014.
- 2.2 The Scan copy of application fee of **Rs.500/- (Rupees Five Hundred only)** in the form of a Demand Draft/Pay Order/Bankers Cheque drawn in favour of Dy. Commissioner of Police (Prov. & Logistics), 5, Rajpur Road, Delhi-54 shall be attached in the prescribed column alongwith the Technical Bid of Tender. The application fee is non refundable. The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) for the requisite item(s) are exempted from depositing of application fee. **Failure to do so will result in rejection of the bid. The original DD/Pay Order/Banker's Cheque shall be submitted by the bidder at the time of tender opening failure to do so will result in rejection of the bid.**
- 2.3 As per instructions of the Govt., the tender document has been published on the Central Public Procurement Portal: <http://eprocure.gov.in> The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates before the stipulated date & time.

- 2.4 The online Technical bids will be opened at **1100 Hrs. on 11/08/2014** in the Committee Room, Prov. & Logistics, 5, Rajpur Road, Delhi. The bidders or their authorized representatives may be present, if they so desire.
- 2.5 After evaluation of the Technical bids, the short-listed Bidders will be asked to demonstrate their equipments/system before the Technical Evaluation Committee whose decision shall be final and not be open for discussion.
- The bidder can also be asked for live demonstration of the equipment before the technical committee on a short notice. Bidding firm must keep themselves ready with one VMS system for evaluation, failing which the tender shall be disqualified for further consideration. No request in this context shall be entertained at any ground what-so-ever.
- 2.6 Submission of online scanned copies of unwanted/irrelevant documents /out of contest document to disturb/misuse the online procurement system will be taken seriously and stringent action will be taken against the such bidders, besides action for rejection of bids and blacklisting of firm will be initiated
- 2.7 **The pre-bidders meetings will be held on 14/07/2014 at 1500 Hrs. in Conference Hall at 3rd Floor Police Headquarters, I.P. Estate, New Delhi. All the interested tenderers/firms may send their queries, if any, in respect of the tender documents and the same be put in the box to be placed in the Reception office of DCP/P&L at 5, Rajpur Road, Delhi-110054 from 10 A.M. to 5 P.M. on 11/07/2014.**
- 2.8 The Commercial bids of the short-listed Bidders will be opened in the Committee Room at 5, Rajpur Road, Delhi and such short-listed bidders will be intimated about the date and time accordingly. The short-listed bidders or their authorized representatives may present, if they so desire.
3. **Purchaser's Right to vary quantities at the time of placement of Supply Order/signing of Contract:** The Purchaser reserves the right to vary the quantities upto \pm 50% of total quantity.
4. **Purchaser's right to accept any Bid and to reject any or all bids:** The Purchaser reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the Purchaser's action.
5. **Bidder Qualification:** The "**Bidder**" as used in the tender document shall mean the one who has signed the Bid Form. The Bidder may be either the manufacturer of the Stores for which prices are quoted on the Price Schedule (**Chapter-5**) or his duly authorized distributors. The bidders shall submit a manufacturer's certificate issued by any Govt. Agency or authorized distributorship/dealership certificate from a manufacturer/principal registered with any Govt. Department.
6. **Bid Security (Earnest Money):**
- 6.1 The scanned copy of Bid Security Deposit (Earnest Money) amount of **Rs.40,00,000/- (Rs. Forty Lacs only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee, from any of the commercial banks, in favour of Deputy Commissioner of Police, Prov. & Logistics, Delhi shall be enclosed alongwith Technical Bid. Failure to do so will result in the rejection of the bid. The original DD/Pay Order/Banker's Cheque or Bank Guarantee shall be submitted by the bidder at the time of tender opening failure to do so will result in rejection of the bid.

- 6.2 The bidders registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) for the requisite item(s) are exempted from depositing of Earnest Money. The bidders shall have to enclose scanned documentary proof to authenticate their firm's registration with these organizations for the specific item to avail this exemption. The original document projected for EMD exemption can be verified/checked.
- 6.3 The Bid Security (Earnest Money) shall be valid for a period of **thirteen and a half months (1 year & 45 days)** from the date of opening of the Bid by the Purchaser, in case of short-listed Bidders. No interest will be payable by the Purchaser on this amount.
- 6.4 The Bid Security (Earnest Money) may be forfeited :
- a) if a Bidder withdraws his bid during the period of bid validity; or
 - b) in the case of the finally selected Bidder, if the Bidder fails;
 - i) to sign the Contract in accordance Clause 1 of Chapter-2; or
 - ii) to furnish Contract Performance Security in accordance with Clause 2 of Chapter-2; or
 - iii) if at any stage any of the information/declaration is found false.
- 6.5 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract, pursuant to Clause 1 of Chapter-2 and furnishing the Performance Guarantee, pursuant to Clause 2 of Chapter-2.
7. **Period of Validity of Bids:** Bids shall remain valid for **12 (twelve) calendar months** from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.
8. **Registration with Sales Tax/ VAT Department:** The bidders should have their firm registered with the Sales Tax/VAT Department, with respect to Sales Tax/ VAT and shall furnish scanned copies of the same with their Technical Bid alongwith their latest Sales Tax/ VAT deposit challan/return.
9. **Terms and conditions of Tendering Firms:**
- 9.1 Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 9.2 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 9.3 Bidder must state categorically whether or not his offer conforms to the specifications given in Chapter 4, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Chapter 4.
10. **Bid Requirements:**
- 10.1 The Bidder must quote for all items and quantities as listed under the Schedule of Requirements (**Chapter - 3**) and also for any other equipment/components/ services required for the functioning and commissioning of the System in the Price Schedule format (**Chapter-5**). Nothing over and above the quoted price shall be payable on any account.

- 10.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee for 10%** of the Contract Price, at the time of award of Contract as per the prescribed proforma (**Annexure-C6 of Chapter 7 & Clause 2 of Chapter - 2**). Performance Security (Security Deposit) has to be deposited by successful bidder in the form of Account Payee Demand Draft, Fixed Deposit receipts, Bank guarantee from a commercial bank in an acceptable form, irrespective of its registration status and shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.
- 10.3 The bidders participating in the Tender must submit a scanned copy of list of their owners, partners, etc. and a certificate to the effect that the firm is neither blacklisted by any Government Department nor any Criminal Case is registered against the firm or its owner or partners or directors anywhere in India.
- 10.4 The bidder should submit an undertaking that no member of their firm/company etc. or family members are participating in the bidding process through some other entity.
- 10.5 Bids not accompanied the scanned copies of Tender Fee and Earnest Money will be rejected.
- 10.6 Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected. No physical bids will be accepted. Only online bids will be accepted.
- 10.7 The bid shall contain no interlineations; errors or overwriting and all pages of the Bid must be signed and sequentially numbered by the Bidder.
- 11. BID PRICES:**
- 11.1 The Bidder shall indicate on the Price Schedule (**Chapter - 5**) attached to these documents the Unit Prices and total Prices of the Stores it proposes to supply under this tender in the following manner:-
- i) Unit price in Indian Rupees
 - ii) Sales Tax / Service tax in Indian Rupees
 - iii) Other Govt. levies on unit price, if any.
 - iv) Incidental charges on unit price, if any.
 - v) Total Unit Price for destination including taxes & other charges
 - vi) Total extended Price for destination Including all taxes and others charges
 - vii) AMC Charges per annum for seven years.
- 11.2 The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- 11.3 It should be noted that payment by the Purchaser towards other Govt. levies/ incidental charges (not mentioned/covered in this tender document), if any, would be made at actual against documentary proof submitted by the Contractor/Supplier. The Purchaser would provide appropriate Sales Tax/VAT forms applicable to the purchases made on behalf of Government of India.
- 11.4 The supply/billing should be made from the firm/place of C.S.T./ST/Work Contract Registration Clearance.
- 11.5 The Purchaser will make all payments, under this contract, in Indian rupees

11.6 The bidder should ensure that all columns of the price schedule (Chapter-5) may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Purchase Committee.

12. GUARANTEE/WARRANTY & AMC

12.1 The Bidder shall provide on site comprehensive Guarantee/Warranty for all stores/equipment at least for a period of **03 (three) Years** from the date of final acceptance of the equipment and also provide comprehensive Annual Maintenance of the entire equipment for all **07 (Seven) Years** after expiry of the warranty/guarantee period of **03 years**.

12.2 AMC rates will be considered as a loading factor and criterion for deciding the lowest bidder. The AMC charges for 7 years will be loaded in the project price for deciding the lowest bidder.

13. **Contents of Bid:** The Online Bids prepared by the Bidder shall comprise of the following two components:-

a) **Technical Bid** comprising of the following **scanned documents** and to be filled on the format sheets provided in each Tender Document. This is mandatory:

- i) Bidders Particulars (**Annexure C-1, Chapter 7**)
- ii) Bid Form (**Annexure C 2, Chapter 7**)
- iii) Technical Specifications of the Stores (**Chapter 4**)
- iv) Warranty (**Annexure C3, Chapter 7**)
- v) A Demand Draft/Pay Order/Bank Guarantee/FDR in favour of Deputy Commissioner of Police Prov. & Logistics, Delhi.(**Clause 6 of Chapter 1**)
- vi) All technical brochures/documents relevant to the Bid.
- vii) Copies of ST/VAT Registration Certificate & current tax clearance Certificates/Return (**Clause 8, Chapter 1**)
- viii) Demand Draft for Rs. 500/- in favour of Deputy Commissioner of Police (P&L), Delhi shall be attached towards Tender fee (**Clause 2.2, Chapter-1**). (**Scanned copy of application fee**)
- ix) Certificate/undertaking **as per clause 10.3 of Chapter 1**
- x) Check List of Technical Bid (**Annexure C4, Chapter 7**)
- xi) Tender acceptance letter (**Annexure C-8**)

b) **Commercial Bid** comprising of the following and to be filled in accordance with the formats provided in the Tender Document:

- i) Bid Letter (**Annexure C 5, Chapter 7**)
- ii) **Price Schedule (Chapter-5) & AMC Rates for 7 years after Guarantee warranty Period of 3 years.** The Price Schedule will be filled in excel sheet provided with the tender documents.
- iii) Schedule of Requirements (**Chapter 3**)
- iv) Check List of Commercial Bid (**Annexure C7, Chapter - 7**)

14. Procedure for Submission of Bids:

14.1 It is proposed to have a **Two-Cover System** for this tender.

a) Technical Bid in one sealed cover super-scribed "**Technical Bid, Tender for Purchase/installation of Variable Message Signs (VMS)** and date of opening". Please note that **prices should not be indicated in the Technical Bid**.

b) Commercial Bid in one sealed cover super-scribed "**Commercial Bid and Tender for Purchase/installation of Variable Message Signs (VMS)**".

- 14.2 Both the Technical Bid cover and Commercial Bid Cover prepared as above are to be kept in a individual cover of the bid.
- 14.3 The bidders are advised to submit the technical and commercial bid separately in the appropriate column.
- 14.3.1 **Foreign firms can participate in the tender through their authorized agent/distributor/dealer/partner in India who is enlisted under the compulsory enlistment scheme of the Department of Expenditure, Ministry of Finance who desire to quote on behalf of their foreign principal, as per the provision of Rule 143 of General Financial Rules, 2005.**

15. Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) A standard Price Schedule provided with tender document (excel sheet) format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the Price Schedule provided

with tender document (excel sheet) file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Price Schedule provided with tender document (excel sheet) file is found to be modified by the bidder, the bid will be rejected.

- 6) The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.

**DY. COMMISSIONER OF POLICE :
PROV. & LINES : DELHI**

CHAPTER – 2

CONDITIONS OF CONTRACT

1. Award of Contract:

- 1.1 Prior to the expiry of the period of bid validity, the Purchaser will notify the finally selected Bidder and place the supply order within 7 days thereafter. If a need for extension of the bid validity period arises, it should be extended by mutual agreement. The notification of award/placement of supply order will constitute the formation of the Contract.
- 1.2 At the time of placement of the supply order, the finally selected Bidder shall sign the contract with the Purchaser. The finally selected bidder shall bring alongwith him, the power of attorney, the contract performance security and common seal etc. for signing the contract.
- 1.3 The tenderer shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof or any specifications, plan, drawing pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the tenderer in the performance of the contract.

2. Contract Performance Bank Guarantee & AMC Performance Bank Guarantee:

- 2.1 At the time of signing the contract, the supplier shall furnish a **Contract Performance Bank Guarantee for 10 percent of the value** of the Contract price, as per the prescribed proforma (**Annexure C-2, Chapter 7**), from a Commercial Bank. The performance security can also be furnished in the shape of account payee Demand Draft, fixed Deposit receipt or Bank Guarantee from a commercial bank in an acceptable form, shall be valid for a period of 60 days beyond the date of completion of all contractual obligation of the supplier including warranty obligations. The performance Security shall bear no interest.
 - 2.2 The Contract Performance Security will be in the name of the **Deputy Commissioner of Police (Prov. & Logistics)**, Delhi Police, 5, Rajpur Road, Delhi-110054.
 - 2.3 The Contract Performance Security should be valid for a period of **3 (three) years and 6 (Six) months** from the date of award of the Contract. This will be released after the successful completion of warranty period and submission/furnishing of AMC Performance Bank Guarantee as per clause 2.5.
 - 2.4 In the event of delay in acceptance of the goods, the supplier shall, at the request of the Purchaser, extend the validity of the Contract Performance Bank Guarantee so as to cover the warranty period.
 - 2.5 Thereafter, the supplier shall furnish an AMC Performance Bank Guarantee equivalent to ten percent (10%) of the contract price from a scheduled bank within the validity period of the Contract Performance Security. The Performance Security can also be furnished in the shape of A/C Payee Demand Draft, FDR.
 - 2.6 The AMC Performance Security should be valid for 7 (Seven) years and sixty days from the date of expiry of three years warranty. This will be released after the successful completion of the AMC period.
- 3. Payment Schedule :** The standard payment terms subject to recoveries, if any, under the Liquidated Damages clause will be as follows :-
- 3.1 **Delivery of Goods:** The Supplier shall notify the Purchaser about the delivery of the Stores to the Delivery Site one week in advance of the expected date of partial or complete delivery.

- 3.2 The Supplier shall ensure that its representatives are present for the inventorisation of the Stores supplied under the contract failing which the Purchaser shall proceed with the inventorisation in the Supplier's absence and the Purchaser's inventorisation report shall be binding on the Supplier.
- 3.3 The payment will be made after receipt/final acceptance of the goods and receipt of supplier's Bill complete in all respect.
- 3.4 No advance payment shall be made.
- 4 Packing, Forwarding & Shipment:** The Supplier shall provide proper packing of the goods to prevent their damage or deterioration during transit to the final destination site. The Supplier shall notify Purchaser of the date of each shipment from his works and the expected date of arrival of goods at the site.
- 5 Delivery, Installation and Commissioning :** Delivery, installation, testing and commissioning of the proposed system at Delhi Police premises shall be completed by the Supplier in accordance with the terms specified by the Purchaser within **08 (eight) weeks** from the date of Award of Contract.
- 6 Insurance:** The Goods supplied under the Contract shall be fully insured on a warehouse-to-warehouse basis by the Supplier against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 7 Inspection:**
- 7.1 The Purchaser shall have the **right to inspect** and/or test the **goods** for conformity to the Contract Specification.
- 7.2 Should any inspected or tested Stores fail to conform to the specification, the Purchaser may reject them and the Supplier shall either replace the rejected Stores or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.3 The Supplier shall provide installation and standard test procedures for the individual equipment and for the complete System offered.
- 7.4 The Supplier shall test individual equipment and the complete System after installation at site. The Supplier shall submit complete documentation of all the measurements conducted during installation period for future reference of the Purchaser.
- 7.5 A document comprising of the technical problems faced during installation, testing and commissioning period and their solutions shall be submitted by the Supplier at the time of handing over the completed works to DCP(Prov. & Logistics), Delhi Police.
- 7.6 For the purpose of taking over the goods/system supplied, an **Acceptance Test** shall be carried out at the Purchaser destination site/site of installation. The Purchaser shall only accept the equipment that meets the acceptance test.
- 7.7 The installation or commissioning shall not be deemed to have been completed unless all the goods and System are accepted by the Purchaser.
- 7.8 Before the equipment is taken over by the Purchaser, the Supplier shall supply installation, operation, repair and maintenance manuals of the equipment/system. This shall include the (i) System Interface Drawings, (ii) System Interconnection and Block Diagrams, (iii) User Operation Manuals & (iv) Equipment Maintenance Manuals.

8. Guarantee/Warranty

- 8.1 The Supplier shall provide comprehensive on-site **Guarantee/ Warranty** for all Stores/equipment supplied under the Contract at least for a period of **3 (three) years from the date of final acceptance of the System.**
- 8.2 The Supplier must have a maintenance base in Delhi to provide maintenance service, of the System being offered, efficiently and promptly.
- 8.3 If the performance of any individual equipment or System fails to meet the contract specifications then the same shall be replaced by the Supplier free of cost during the term of the warranty/guarantee period.
- 8.4 The Supplier shall provide necessary Software updating free of cost during the warranty/guarantee period and also during the period of AMC, if awarded.
- 8.5 The maintenance services, including spares shall be **free of cost** during the warranty/guarantee period/AMC.
- 8.6 During the term of warranty/guarantee the service/repair calls will have to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired on the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within two week duly repaired and an immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier/contractor.
- 8.7 Apart from the service/repair calls, the service engineer deputed by the supplier will visit the site once every fortnight to assess the serviceability of the System and every month to carryout the Preventive Maintenance and diagnostics of the system during the Warranty Period.
- 8.8 Delays in attending the calls and or repairing the defective card/item/equipment beyond time limit specified in this Clause, without providing the substitute, will attract penalties in accordance with **Clause 9.7 to 9.10 & 9.12.**
- 8.9 If the Supplier fails to repair or replace the defective Equipment/ Item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the supplier's Contract Performance security.

9. Post-Warranty services and maintenance

- 9.1 The Supplier shall be responsible for the comprehensive on-site maintenance of the System, for a minimum period of four years after expiry of the warranty/guarantee period assuming the life span of the System to be 10 years. The bidder shall indicate the estimated life span of the quoted System.
- 9.2 The Supplier shall quote the rates for comprehensive Annual Maintenance of the entire System in the Price Schedule (**Chapter – 5**) for all the 7 years after expiry of the warranty/guarantee period of three years.
- 9.3 **The AMC rates will also be considered while deciding the lowest bidder.**
- 9.4 The payment towards AMC shall be payable periodically after successful completion of the maintenance service during that period, the period being not more than six months.

- 9.5 Under the AMC, the Supplier shall provide comprehensive maintenance services of the entire system including the spares and there shall be no hidden cost.
- 9.6 Preventive maintenance service of the system under AMC must be carried out every month during the contract period.
- 9.7 During the period of AMC, the service/repair calls are to be attended by the Supplier **within four hours between 9.30 A.M. to 6.00 P.M. on working day from Monday to Saturday** from the time of such calls. The defective card/item/equipment should be repaired on the same day at Purchaser's location. In case of major defects requiring the defective card/item/equipment to be taken to the Supplier's workshop, it should be returned within, two weeks duly repaired and immediate substitute card/item/equipment will be provided by the Supplier for the smooth operation of the System. The to and fro transportation of the card/item/equipment will be the responsibility of Supplier.
- 9.8 Delays in attending the calls and or repairing the defective equipment beyond time limit given in this Clause, without providing the substitute, will attract penalties. AMC charges of the delayed period will not be paid if the delay is more than **6 hours** from the specified time limit on pro-rata basis.
- 9.9 If the Supplier fails to perform any of the Services of the Contract within the time period specified in the tender, the Purchaser shall, without prejudice to its other remedies under the tender, deduct from the Contract Performance Bank Guarantee, by way of penalty, a sum equivalent to One (1) percent of the price of the AMC rates for each and every week (part of a week being treated as full week) of delay until actual performance, upto a maximum deduction of Ten percent (10%) of the AMC charges.
- 9.10 If the Supplier fails to repair or replace the defective card/item, the Purchaser will be free to get the same repaired/replaced from the market and its cost will be adjusted from the pending bills/Security deposit of the Supplier.
- 9.11 The Purchaser shall also have the right to decide whether or not to enter into the maintenance agreement with the Supplier.
- 9.12 Maintenance and Support Services
- (a) The vendor should have capable service engineers and office in Delhi. In case the product is imported, the vendor should have their own trained technical personnel and infrastructure and should be able to provide service independent.
 - (b) The vendor Should provide atleast one Technical trained staff at Traffic Monitoring Center during day time.
 - (c) The vendor shall have to operate help desk/call center number on 24X7 basis to lodge the complaint and provide the complaint number to the complainant with time and date. Vendor is bound the produce the record of help desk/call center with action taken report in respect of each complaint.
 - (d) The vendor shall provide fault management software to log defects and rectifications.
 - (e) During the warranty period, the vendor will ensure 90% uptime for the system. The Uptime will be calculated quarterly. Any shortfall in the system uptime will attract financial penalty at the rate of 0.5 % percent per quarter of the cost of the project at that site thereof per percent downtime of the System beyond the permissible downtime of 10%. The downtime beyond 15 days for any site will be counted at twice the number of hours by which it exceeds 15 days. The same shall be deducted from the performance bank guarantee, with respect to the drop in uptime.

- (f) Calculation of Uptime. The uptime calculation will be based on 24 hr use per day and 365 days a year, with the allowance of one day per quarter for maintenance.

To calculate Penalty (required uptime of not less than 90% per quarter).

No of operational mins for the System = 365x24x 60= 525600

Operational min per quarter= 131400

Subtract six day per quarter for maintenance/cleaning etc. 131400-8640= 122760

90 % criteria limit = 0.90 x 122760= 110484

Permissible downtime = 0.01 x 122760 = 1227

$$\text{Penalty clause fraction (PCF)} = \frac{\text{TDT} - 1227}{110484} \times 100$$

Penalty(in INR) = (PCF rounded off to next higher integer) x 0.5 % percent of the cost of the project at that site thereof.

The penalty of downtime will be deducted in addition to the penalty mentioned at **Clause 9.7 to 9.10.**

- (g) **One day in a fortnightly will be planned for the scheduled maintenance/cleaning of each VMS and the entire network which will not count towards downtime. The VMS face shall be cleaned every fortnight from the dust for clear visibility. The deflection of VMS board or sag shall be corrected as soon it is brought to the notice of the vendor.**

10. Training

- 10.1 The scope of work envisages that the Bidder shall undertake to train the staff nominated by Delhi Police in different aspects of equipment design, functioning, field installation, testing, commissioning, system management, operation & administration, maintenance and repair.
- 10.2 The supplier shall at every stage of installation; testing and commissioning provide all facilities for adequate training of Delhi Police personnel who may be deputed to work on the project.
- 10.3 The system Administration and Maintenance Training program, at the user's location, will be structured so as to train at least 50 Traffic Police Personnel of 5 working days in the batches of not more than 10 personnel about the usage/control of VMSs/system i.e. equipment design, functioning, testing, back office operation & administration, maintenance and repair, who may independently in turn be able to train individual operators.. Literature which includes bilingual (Hindi & English) training manual, operating manual, diagrams, power-point presentation and practical training and test series shall be arranged and provided by the vendor.
- 10.4 Bidder will provide complete details on the training programs to be offered including:
- (1) Bilingual (Hindi & English) Material to be covered
 - (2) Number of hours/days of training per operator or technician for each specific course
 - (3) Supporting documentation to be provided.

11. Site Preparation

- 11.1 The **sites selected for installation for VMSs system is attached as Appendix-I. The site for installation of the System for Traffic Monitoring Center (TMC) shall be provided by the Purchaser as per the required environmental conditions before the installation.**
- 11.2 The Supplier shall provide site plan and equipment layout plan for the each System.
- 11.3 The complete installation of the System at the Purchaser's site(s) shall be the responsibility of the Supplier.
- 11.4 Earthing arrangements for all the Equipment shall be the responsibility of the Supplier and to be carried out as per standard procedures.

12. Responsibility of Completion & Software Optimization:

- 12.1 Any fittings or items which may not be specially mentioned in the specifications but which are necessary are to be provided by the Supplier without any extra charge for completeness of the work under this Tender.
- 12.2 The System software and user interactive windows shall be configured after carrying out thorough study of the operations. Thereafter these will be further optimized after installation based on the feed back from the actual users during the period of contract.

13. Delay in the Suppliers performance

Delivery of the Goods and performance of Services including Warranty and Post Warranty Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser. Delay by the Supplier in the performance of its Delivery or Service obligations shall render the Supplier liable to imposition of Liquidated Damages in accordance with **clause-14** below and thereafter, upon reaching the maximum deduction set out therein, to termination for default in accordance with **Clause-21** below accompanied by forfeiture of Performance Security.

If the bidder fails to complete the work within the stipulated period, the Purchaser reserves the right to get the work completed from open market and difference of bill, if any, will be recovered from the bills of the bidder.

- 14. **Liquidated Damages** : If the Supplier fails to deliver any or all the of the Goods or perform the Services within the time period specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, (not by way of penalty) a sum equivalent to 1(one) percent of the price of the delayed goods or unperformed service for each & every week (part of a week being treated as a full week) of delay until actual delivery or performance, upto a maximum deduction of 10% (Ten Percent) of the undelivered Equipment/Services.

- 15. **Force Majeure**: The Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

- 16. Patent Indemnification:** The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, copyright, trademark, license or industrial design rights, software piracy arising from use of the goods or any part thereof in the Purchaser's country.
- 17. Waiver:** Failure or delay on the part of the Supplier or the Purchaser to exercise right or power hereunder shall not operate as a waiver thereof.
- 18. Assignability :** Neither this Contract nor any rights under it may be assigned by either Party without the express prior written consent of the other Party. However, upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- 19. Severability:** If any portion of this Contract or any of the Contract Documents hereto is held to be invalid, such provision shall be considered severable, and the remainder of this Contract hereof shall not be affected.
- 20. Governing Law:** This Contract including the Contract Documents shall be governed by and construed in accordance with the laws of India and the Delhi Courts shall have jurisdiction in this regard.
- 21. Termination for Default**
- 21.1 The Purchaser may without prejudice to any other remedy for breach of Contract, by Thirty (30) days written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
- (i) If the Supplier fails to deliver any or all of the Stores within the time period(s) specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 21.2 On termination of the Contract for default, the security deposit of the Supplier will be forfeited.
- 21.3 On termination of the Contract for default, action will be taken to black list the Supplier.
- 22. Termination for Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 23. Termination for Convenience:**
- 23.1 The Purchaser shall have the right to terminate the Contract in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- 23.2 The Goods those are complete and ready for shipment within Ninety (90) days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods the Purchaser may elect:
- i) to have any portion completed and delivered at the Contract terms of prices, and/or
 - ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

23.3 Competent authority reserves the right to terminate or recall the tender at any time/stage due to administrative reason.

24. Resolution of Disputes: In the case of dispute or difference arising between the Purchaser and the Supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the Competent Authority of Delhi Police and Two (2) employees nominated by the Supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi, India.

**DY. COMMISSIONER OF POLICE :
PROV. & LINES : DELHI**

CHAPTER -3

Bill of Requirement for Variable Message Signs (VMS) as per specifications mentioned under Chapter - 4 shall be as follows:

S.N.	EQUIPMENT DETAIL/WORK DETAIL	QUANTITY
1.	Variable Message Signs (industrial grade) with all accessories, installation and commissioning at sites (including civil and electrical works at sites of installation) 6 Lane divided carriage way:- 3.0m length X 1.5m height X 0.2m depth. For 8 lane divided carriage way:- 5.00 m length X 2.00m height X 0.2m depth. Variable of $\pm 2\%$ in the above sizes of VMS are acceptable.	41 Nos. 09 Nos.
2.	Power Back Inverter/UPS (for 2 hours continuous operation with auto switch facility)	50 Nos. (one each with each VMS)
3.	Back Office (Instation) : Computers – 5 (industrial grade) Licensed Software (multi-user) – may not be quoted if the existing software is useable on multiple machines simultaneously	05 Nos.
4.	Central Control Computer/Server	01
5	On Line UPS(s) System of 2 hours continuous operations of all workstations & central control computer/server with all accessories and connected equipments	As per requirement
6.	56" screen panel (LED) connected with each console/workstation (05) controlling multiple VMSs at Traffic Monitoring Center.	05 Nos.
7.	The bidder should establish GPS/GPRS/3G or any other suitable network connectivity at each out location and Traffic Monitoring Center (TMC) for two way communication between TMC and each VMSs individually. The charges towards the same should be part of the contract during the period of the warranty and maintenance (AMC) period.	50 for VMS and as per requirement for Traffic Monitoring Center
8.	Hardware Dongle for each workstation operator for dongle base authentication log.	05 Nos.
9.	Software customization for smooth functioning of the entire system during the contract including guarantee/warranty and maintenance period.	As per requirement
10.	The proposed system should have 3 years comprehensive guarantee/warranty. Rates for annual maintenance contract charges for 7 years after the warranty period should be quoted considering the normal life span of the equipment to be 10 years.	--

- Note:**
1. The items/equipments/accessories required for the installation and functioning of the system/project may also be considered and included in the bill of requirement.
 2. The item wise detail of quantity and price as per bill of requirements may also be furnished with the performa for price schedule (chapter-5).

APPENDIX-I CHAPTER-3

LOCATIONS/SITES FOR INSTALLATION OF VARIABLE MESSAGE SIGNS

	Name of Road – Road Owning agency	Location for VMS site	No. of Lanes on the Carriage-way	Directional Facing of VMS	Size of VMS to be installed
1.	Mathura Road from W-point to Badarpur Border-PWD	Between Y junction Purana Qila Road and T-Junction with Bhairon Marg near petrol pump near Matka Pir	6 Lane divided carriage way	Towards Supreme court	3.0m length X 1.5m height
2.	-do-	Opp. DPS Mathura Road	-do-	Towards Sunder Nagar	-do-
3.	-do-	Opp. Sidharth Enclave near Ashram Crossing	-do-	Towards Bhogal Bridge	-do-
4.	-do-	Between Ishwar Nagar & Modi Mill flyover near petrol pump	-do-	Towards Ashram Crossing	-do-
5.	-do-	Between CRRI and Apollo Hospital near Harikesh Nagar Bus stand	-do-	Towards Modi Mill Flyover	-do-
6.	Mathura Road from Badarpur Border to W-point -PWD	On Badarpur Flyover 100 Mtrs. prior to Mehrauli and Delhi divergence point	-do-	Towards Badarpur Border	-do-
7.	-do-	Between Khadar T-junction and Sarita Vihar Flyover	-do-	Towards Badarpur Border	-do-
8.	-do-	Between CRRI & Modi Mill flyover	-do-	Towards Apollo Hospital	-do-
9.	-do-	Between T-junction New Friends colony and Ashram Crossing	-do-	Towards Modi Mill	-do-
10.	-do-	Additional point on Road No. 13A opp. Sarita Vihar DDA colony	8 lane divided carriage way	Towards Kalandi Barrage	5.00 m length X 2.00m height
11.	Ring Road (M.G. Road) from Rajghat to Rajghat (via Ashram- Dhaula Kuan – Punjabi Bagh) - PWD	Opp. IG stadium gate No. —	-do-	Towards Rajghat crossing	-do-
12.	-do-	Opp. Millennium Bus Depot 100 Mtrs. prior to flyover	-do-	Towards Bhairon Marg	-do-
13.	-do-	Additional point on NH-24 near Yamunna Bridge	-do-	Towards Akshardham	-do-
14.	-do-	Near Maharani Bagh Bus stand	6 Lane divided carriage	Towards Sarai Kale Khan	3.0m length X 1.5m height

			way		
15.	-do-	Between Lajpat Nagar flyover Mool chand underpass near Sharp Eye Center	-do-	Towards Ashram crossing	-do-
16.	-do-	Additional point on J B Tito Marg 100 meters prior to Moolchand Flyover	-do-	Towards Chirag Delhi	-do-
17.	-do	Additional point on Lala Lajpat Rai Marg opposite Lajpat Nagar Metro Station	-do	Towards Defence Colony Flyover	-do
18.	-do-	Between South Ex-II & AIIMS flyover cum clover leaf system –near Gate No. 2 AIIMS	8 Lane divided carriage way	Towards South Ex-II	5.00 m length X 2.00m height
19.	-do-	Additional point on Aurbindo Marg Opp Gate No. 5 Safdarjung Hospital	6 Lane divided carriage way	Towards IIT	3.0m length X 1.5m height
20.	-do-	Additional point on Aurbindo Marg Opp. East Kidwai Nagar	-do-	Towards Safdarjung Airport	-do-
21.	-do-	Between Raj Nagar flyover to Hyatt Crossing Opp. Nauroji Nagar	-do-	Towards AIIMS	-do-
22.	-do-	Additional Point on Shanti Path -100 Mtr. Prior to Moti Bagh Crossing	-do-	Towards Rail Museum	-do-
23.	-do-	Near ARSD college 100 Mtr. Prior to B.J. Y-point	-do-	Towards Moti Bagh Flyover	-do-
24.	-do- (NDMC)	Additional Point on Sardar Patel Marg Opp. Abhey Marg	4 Lane divided carriage way	Towards Hotel Taj	-do-
25.	-do- (PWD)	Additional point on Gurgaon Road Opp. Gate of DSOI club.	6 Lane divided carriage way	Towards R. R. Hospital	-do-
26.	-do-	Between Raja Garden and Mayapuri Flyover- Opp. Home Saaz	-do-	Towards Mayapuri Flyover	-do-
27.	-do-	Prior to Punjabi Bagh Flyover opp. Punjabi Bagh Krishan Janamasthmi Park	-do-	Towards Raja Garden Flyover	-do-
28.	-do-	100 Mtr. Prior to Kingway camp crossing	-do-	Towards Model Town	-do-
29.	-do-	Additional Point Opp. Jagatpur Vill. on NH-I	-do-	Towards Mukarba Crossing	-do-
30.	Ring Road (M.G. Road) from Rajghat to Rajghat (via ISBT- Kashmeri Gate –	Between Ashok Vihar T-Point and Prem Bari Under pass	-do-	Toward Azad pur	-do-

	Kingsway camp) - PWD				
31.	-do-	Between Britania Flyover and Punjabi Flyover	-do-	Towards Ashok Vihar	-do-
32.	-do-	Between Rajagarden Flyover and Mayapuri flyover	-do-	Towards Rajagarden flyover	-do-
33.	-do-	Between Bara square and Dhaul Kuan – 150 Mtr. Prior Dhaula Kuan Flyover	-do-	Towards Brar Square	-do-
34.	-do-	Between Nanak Pura Gurudwara and Moti Bagh Flyover	-do-	Towards Dhaula Kuan	-do-
35.	-do-	Between Raj Nagar Flyover and AIMS flyover	-do-	Towards Moti Bagh Flyover	-do-
36.	-do-	Between Andrews ganj and Mool near Medanta	-do-	Towards South-Ex-I	-do-
37.	-do-	Near Maharani Bagh Bus stand	-do-	Towards Ashram	-do-
38.	-do-	Opp. Millennium park between Sarai Kale Khan and T-Junction with NH-24	-do-	Towards Sarai Kale Khan	-do-
39.	Gurgaon Road and NH-8 from Dhaula Kuan to Gurgaon Border (NHAI)	150 meter prior to RRM	-do-	Towards Dhaula Kuan	-do-
40.	-do (PWD)	Additional point on Rao Tula Ram Marg, 50 meter prior to RRM Ramp	-do-	Towards RTR Bridge	-do-
41.	-do (NH-8)	Opposite Shiv Murti	8-lane divided carriageway	Facing Radisson Hotel	5.00 m length X 2.00m height
42.	From Gurgaon border on NH-8 to Dhaula Kuan (NHAI)	50 meter after entry of Dwarka link road on to NH-8	8-lane divided carriageway	Facing Rajokari flyover	-do
43.	-do-	Near Shankar Vihar FOB	-do-	Towards Mahipalpur flyover	-do-
44.	-do-	100 Mtr. Prior to driving point toward Dhaula Kuan and RTR on NH-8	-do-	Toward Mahipal Pur flyover	-do-
45.	-do-	Additional point on Ulan Batter Marg Opp. Defence Accounts Office	6-lane divided carriageway	Towards NSG light signal	3.0m length X 1.5m height
46.	- (PWD)	Additional point between palam Flyover and IOC Light Signal- Near Bus stand	-do-	Towards Palam Flyover	-do-
47.	Outer Ring Road from junction with NH-8 towards Modi Mill flyover – PWD	Between Munrika flyover and IIT flyover at Vadant Desika Marg	-do-	Towards Vasant Vihar	-do-

48.	-do-	Opp. Laxman Public school	-do-	Towards IIT flyover	-do-
49.	-do-	Opp. NSIC ground on outer ring road 50 Mtr. After T-junction with Anand Mai Marg	-do-	Towards Nehru Place	-do-
50.	Outer Ring Road from Modi Mill flyover to junction with NH-8 – PWD	Opp. Capital Court near munireka crossing	-do-	Towards IIT	-do-

CHAPTER -4

TECHNICAL SPECIFICATIONS OF VARIABLE MESSAGE SIGNS (Enclose with Technical Bid)

Sl. No.	Description	Technical Specification
01.	Dimensions	<p>For 4 & 6 Lane divided carriage way:- 3.0m length X 1.5m height X 0.2m depth. (3000mm x 1500mm X 200mm)</p> <p>For 8 lane divided carriage way:- 5.00 m length X 2.00m height X 0.2m depth. (5000mm x 2000mm X 200mm)</p>
02.	Colour LED	Full Colour (cluster of red, green and blue diodes) as per IRC/EN 12966 standard
03.	(i) Luminance Class/Ratio	L3 as per IRC/EN 12966 standards.
	(ii) Luminance Control & auto Diming	<ul style="list-style-type: none"> i. Automatic Luminance control and auto dimming capability to adjust as per ambient light level (sensor based automatic control). It shall also be capable of being configurable and controlled by VMS operator from the Traffic Monitoring Center. ii. Photoelectric sensor shall be positioned at the sign front and sign rear to measure ambient light. Capable of being continually exposed to direct sunlight without impairment of performance.
04.	Contrast Ratio	R3 as per IRC/EN 12966 standard or >30 perpendicular to the bold face and >10 at an angle of 70° to the perpendicular
05.	Beam Width	B3 as per IRC/EN12966 standards.
06.	Pixel Pitch	20mm or better
07.	Picture Display	<ul style="list-style-type: none"> i. Character height upto 400mm as per IRC/EN 12966 standards ii. Number of lines & characters adjustable iii. Synchronized Dot to Dot display. iv. Capable of displaying real time message generated by Traffic Monitoring Centre (TMC). v. Special frontal design to avoid reflection. vi. Display shall be UV resistant
08.	Viewing Angle	<p>Horizontal -110° - 140°</p> <p>Vertical -50° - 70°</p> <p>(Viewing angle shall ensure message readability for motorists in all lanes of the approach road)</p>
09.	Viewing Distance	Suitable for readability from 150 Mtrs. or more at the character size of 240mm, from moving vehicles.
10.	Self Test	<ul style="list-style-type: none"> i. VMS shall have self-test diagnostic feature to test for correct operation. ii. Display driver boards shall test the status of all display cells in the sign even when diodes are not illuminated.
11.	Flicker	Refresh Frequency should not be less 90 Hz. No visible flicker to naked eye.

12.	White Balance Brightness (cd/m²)	≥ 6500 – 8000 (Adjustable)
13.	Multiple Data Communication interface/Port	RJ45 Ethernet, RS232, RS 485 and any other suitable
14.	Communication (connectivity)	GSM/GPRS/3G or any suitable for the system to display the information on VMS on real time basis.
15.	Ambient Operating Temperature	The system should be capable of working in ambient temperature range of -5°C to 55°C.
16.	Humidity (RH)	Operating ambient humidity: 10% - 95% Rh or better.
17.	Protection against Pollution/dust/water	Complete VMS should be of IP 65 protection level. As per EN60529 or equivalent Standard.
18.	Power	<ul style="list-style-type: none"> i. 170-250V AC (more than 95% power factor) or DC as per equipment requirement. ii. Protection for overvoltage/ fluctuation/drop of the nominal voltage (50%) shall be incorporated. iii. The enclosure shall contain at least two 15 Amp VAC (industrial grade) outlet socket for maintenance purpose.
19.	Power Back-up & its enclosure	Inverter/UPS for 2 hours power back-up with auto switching facility. The enclosure of Inverter/UPS and battery should be pole mountable with IP 65 protected housing and lockable.
20.	Material for VMS frame	3mm aluminum or non-corrosive, water resistant or better
21.	Mounting, Installation and finishes	<ul style="list-style-type: none"> i. Mounting structure shall use minimum 6 Mtrs. high hexagonal/octagonal MS Pole or suitable structure with 5.5 mtr. minimum vertical clearance under the VMS sign from the Road surface. ii. The mounting shall be capable of withstanding road side vibrations at site of installation. iii. It shall be provided with suitable walkway for maintenance access. iv. The sides interior and rear of enclosures shall be provided in maintenance free natural aluminum finish. All enclosure shall be flat and wipe clean. v. Mounting bracket for interfacing and supporting VMS on supporting structures shall be supplied in stainless steel or in a suitable non-ferrous material. vi. It shall be painted with one coat of primer and two coats of Polyurethane Paint. vii. Rugged locking mechanism should be provided for the onsite enclosures and cabinets. viii. For Structural safety, the successful bidder has to provide structural safety certificate from qualified structural engineers approved/ certified by Govt. Agency.
22.	Wind & Seismic Load	WL9 as per EN12966 to withstand high wind speeds and its own load. (Maximum Wind speed 46m/s recorded in Delhi as MET)
23.	Cabling, connections and Labeling	<ul style="list-style-type: none"> i. All cable conductors shall be of ISI marked for quality and safety. It shall be of copper insulated, securely fastened, grouped, wherever possible, using tie warps

		<p>approximately every 10-20 Cms or cable trays.</p> <ul style="list-style-type: none"> ii. All connections shall be vibration-proof quick release connections except for power cables terminating in terminal blocks, which shall be screwed down. iii. All terminal block shall be made from self-extinguishing materials. Terminations shall be logically grouped by function and terminals carrying power shall be segregated from control signal terminals. iv. All cables shall be clearly labeled with indelible indication that can clearly be identified by maintenance personnel using "As built : drawings". v. Lightning arrester shall be installed for safety on each VMS. vi. The successful bidder has to provide safety certificate from qualified Electrical engineers approved/certified by Govt. Agency.
24.	Software Support at VMS & Traffic Monitoring Center (TMC)	Windows 7 or Window 8 or any other latest operating system. The vendor shall make available patches/upgradation of software and will also remove all software bugs/glitches free of cost during the period of guarantee/warranty and AMC.
25.	Local Storage in VMS	Local storage/on board memory of 100 messages (includes Text/pictogram combination) to allows display to run in isolated mode on a predefined structures/timings, in case of connectivity failure.
26.	Central Control Computer and Work Station at Traffic Monitoring Center (TMC) at PTS Malviya Nagar, New Delhi	<ul style="list-style-type: none"> i. At least 5 (five) industrial grade computer of latest configuration for work station with 19" TFT screen, latest licensed windows or Linux, DVD writer, Keyboard, optical mouse, USB ports etc. with operating system compatible with VMS control software be provided ii. It shall be capable of setting an individual VMS or group of VMS's to display either one of the pre-set messages or symbols entered into the computer via the control computer keyboard or by another means. iii. It shall be capable of being programmed to display an individual message to a VMS or a group of VMS's at a pre-set date and time. iv. A sequence of a minimum of 10-15 messages/picture pre decided sign or group of signs shall be possible to assign for individual VMS or group of VMS's. v. It shall also store information about the time log of message displayed on each VMS. The information stored shall contain the identification number of the VMS, content of the message, date and time at which displayed message/picture starts and ends. vi. One Central Control computer/server industrial grade capable to record and store data of work stations and each VMSs with their logs of the contractual period i.e. 10 years. vii. The central control computer shall be a regular (pre-set) basis tests each individual VMS. Data communication shall be provided with sufficient security check to avoid unauthorized access.

27.	Software application for Central Control Computer and Work Station	<ul style="list-style-type: none"> i. Central Control Software allows controlling multiple VMS (upto 10) from one console. ii. Capable of programming to display all type of advertisement, alphanumeric character in multiple languages including English & Hindi and combination of text with pictograms signs/animated pictures. iii. Capable of controlling and displaying messages on VMS boards as individual/ group. iv. Capable of controlling font type & size and pictures sizes suitable as per the size of the VMS. v. Capable of controlling brightness & contrast through software. vi. Capable to continuously monitor the operation of the Variable Message sign board, implemented control commands and communicate information to the Traffic Monitoring Centre via communication network. vii. Real time log facility - log file documenting the actual sequence of display is available at central control system. viii. Multilevel event log with time & date stamp. ix. Access to system only after the authentication and acceptance of authentication based on hardware dongle with its log. x. Report generation facility for individual/group/all VMSs with date and time which includes summary of messages, dynamic changes, fault/repair report and system accessed logs, link breakage logs, down time reports or any other customized report. xi. Configurable scheduler on day/date/day of week basis for transmitting pre-programmed message to any VMS unit. xii. Facility to export reports to excel and PDF formats.
28.	Display at Traffic Monitoring Center	<ul style="list-style-type: none"> i. VMS functioning can be displayed on industrial grade screen panel (LED) of 56" connected with each console controlling multiple VMSs at Traffic Monitoring Center. ii. Screen management software to view the online screening of each VMSs connected with the console/controller at Traffic monitoring Center will be provided by the vendor. iii. Location of each VMS will be plotted on GIS Map with their functioning status which can automatically updated.
29.	Remote Monitoring	<ul style="list-style-type: none"> i. All VMS shall be connected/configured to Traffic Control Centre for remote monitoring through GSM/GPRS network for two way communication between VMS and control Room to check system failure, power failure & link breakage on the basis of network based clock of GPS/GPRS service provider. ii. Remote Diagnostics allow identifying reason of failure upto the level of failed individual LED.
30.	Other requirement	<ul style="list-style-type: none"> <i>i.</i> Security – Firewall, antivirus, dongle based access, conversion between the VMS and control Center only after both way authentication and provision to prevent

		<p>intrusion by man in the middle.</p> <p>ii. All necessary required permissions from civic agencies for installation & commissioning shall be arranged by vendors, however necessary assistance/documents required will be provided for the same.</p> <p>iii. Cable & Power Connection - Vendor shall make appropriate provisions such as cable laying, installing meter/junction box with appropriate switches and other related electrical accessories as may be required for the power supply to the respective VMS's.</p> <p>iv. Recurring Cost of electricity connection and monthly charges : It shall be responsibility of the vendor to co-ordinate/liaise with concerned service providers for obtaining the power/ electricity connection for the VMS's.</p> <p>v. The costs, charges and expenses for power/electricity connection as well as the recurring monthly power consumption charges as may be levied by the service providers will be borne by the department.</p> <p>vi. Guarantee/Warranty & AMC - The contactor shall provide onsite comprehensive guarantee/warranty for all stores/equipment (including all spares and accessories) at least for a period of 03 (three) years and also Comprehensive Annual Maintenance of the entire system for a period of 07 (Seven) years after the expiry of warranty/guarantee period. Considering the life span of 10 years or more.</p> <p>vii. Training - The vendor should impart training for at least 50 Traffic Police Personnel for 5 working days in the batches of not more than 10 personnel about the usage/control of VMSs at client facility. However, literature which includes bilingual training manual, operating manual, diagrams, power-point presentation and practical training and test series shall be arranged and provided by the vendor.</p> <p>viii. Recurring Cost of communication network and monthly charges - The cost of communication network GSM/GPRS etc. as well as the recurring monthly charges as may be levied by the service provider shall be borne by the vendor during the period of guarantee/warrantee as well as during the AMC period.</p>
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CHAPTER – 5

PROFORMA FOR PRICE SCHEDULE

(Enclose with commercial bid)

TENDER FOR PURCHASE/INSTALLATION OF VARIABLE MESSAGE SIGNS

Date of opening _____ Time _____ Hrs.

We _____ hereby certify that we are established manufacturers/authorized representatives of M/s _____ with factories at _____ which are fitted with modern equipment and where production methods, quality control and testing of all materials manufactured or used by us are open to inspection by the representative of the purchaser. We hereby offer to supply the following items at the prices indicated below:

S.No	Description of work/ item	Qty.	Unit Price (In Indian Rupees)	Sales Tax/ Service Tax (In Indian Rupees)	Other Govt Levies on Unit Price , if any (To be specified) (In Indian Rupees)	Incidental charges on Unit Price , if any (To be specified) (In Indian Rupees)	Total Unit Price for destination including Taxes and others charges (In Indian Rupees)	Total Extended Price for destination Including all taxes and others charges (In Indian Rupees)
a	b	c	d	e	f	g	h	i
1.	Variable Message Signs along with all the equipments/ accessories, back office requirements, communications as per details given in bill of requirement (Chapter-3) and specifications (chapter-4) of the tender and all other necessary items/ accessories required for proper and suitable installation & functioning of the system.	50						
2.	Comprehensive AMC Charges per annum	07 Yrs						

* The comprehensive AMC Charges as at (j) above may be quoted in lump sum per year for 07 years after expiry of warranty period of 03 years

Note : The item wise detail of quantity and price as per bill of requirements (Chapter-3) may also be furnished with this price schedule.

It is hereby certified that we have understood all the terms and conditions specified in the tender document and are thoroughly aware of the nature of job required to be done and stores/items to be supplied. We agree to abide by all the tender terms and conditions.

We hereby offer to carry out the job and (or) supply the stores/items detailed above or such portion(s) thereof as you specify in the notification of award.

A Standard EXCEL Sheet of Price Schedule format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the EXCEL Sheet of Price Schedule file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the Standard EXCEL Sheet of Price Schedule format file is found to be modified by the bidder, the bid will be rejected.

(Signature and seal of Bidder)

Dated:

CHAPTER-6

Contract Form

CONTRACT No. -----

This Contract made on the ----- day of -----, (hereinafter referred to as the “**Contract Date**”) between the President of India acting through the Deputy Commissioner of Police, Prov. & Logistics, 5, Rajpur Road, Delhi-110054 (hereinafter referred to as the “**Purchaser**” which term will include its representatives, successors and permitted assignees) of the one part and M/s -----, a Company incorporated under the Companies Act, 1956 and having its office at ----- (hereinafter referred to as the “**Supplier**” which term will include its representatives, successors and permitted assignees) of the other part.

WHEREAS

- A.** The Purchaser is desirous to procure ----- (hereinafter referred to as the “**Stores**”) for Delhi Police and had sought a commercial offer for the supply of the System.
- B.** With respect to the enquiry issued by the Purchaser -----, the Supplier had submitted its Commercial Bid dated -----
- C.** The Purchaser has accepted the Supplier's Commercial offer read with the clarifications/confirmation (if any) submitted by the Supplier vide letter ----- for the supply of the Stores and associated services at a total cost of Indian Rs.-----/- (Indian Rupees -----only).

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

- 1. DEFINITIONS OF TERMS:** In this Contract, capitalized words will have the same meaning as respectively assigned to them in the conditions of Contract herein.
- 2. CONTRACT DOCUMENTS:** The following documents, (each a “**Contract Document**” and collectively, the “**Contract Documents**”) are hereby expressly incorporated into this Contract and shall form and be read and construed as part of this Contract viz: -
 - Exhibit-A: Tender enquiry No.----- dated -----
 - Exhibit-B: Supplier's commercial offer dated -----
 - Exhibit-C: Supplier's written clarification and confirmation letter dated ----- (if any)
 - Exhibit-E: Purchaser's Letter of Intent No-----/ ___/-----
- 2.2 Order of Precedence:** In case of conflict between the terms in this Contract and the Contract Documents, the terms of this Contract shall prevail. In case of conflict between the terms in any two Contract Documents, the Contract Document mentioned later in the above list shall prevail.
- 3. SCOPE OF WORK:** The Scope of Work shall include supply, packing, transportation, scheduling of transportation, transit insurance, delivery at site, unloading, storage till delivery of stores at Purchaser's Delivery Site, any other services associated with the delivery of Stores, providing warranty services for the Stores. All Stores deliverable under this Contract shall be referred to interchangeably as the “Goods” or the “Items” or the “Stores”.
- 4. CONTRACT PRICE**
 - 4.1** The prices for supply of the Stores and other associated services is detailed specifically in the Supplier's Commercial offer (Exhibit-B) read with Supplier's written clarification and confirmation letter dated----- (Exhibit-C). The contract price is Indian Rs.-----

-----/- (Indian Rupees ----- only). This price includes Central Sales Tax/Service Tax as applicable and any new Government levies/taxes imposed in India after the Contract Date, which the Purchaser shall bear within the above quoted price..

5. CONTRACT PERFORMANCE BANK GUARANTEE
6. PAYMENT SCHEDULE
7. DELIVERY
8. INSURANCE
9. INSPECTION AND TESTS
10. WARRANTY
11. DELAY IN THE SUPPLIER'S PERFORMANCE
12. LIQUIDATED DAMAGES
13. FORCE MAJEURE
14. PATENT INDEMNIFICATION
15. WAIVER
16. ASSIGNABILITY
17. SEVERABILITY
18. GOVERNING LAW
19. TERMINATION FOR DEFAULT
20. TERMINATION FOR INSOLVENCY
21. TERMINATION FOR CONVENIENCE
22. RESOLUTION OF DISPUTES

(The clauses 5 to 22 shall be according to the Conditions of Contract in Chapter-2 including clause from specification mentioned in Chapter-4)

23. **ENTIRE CONTRACT:** This Contract including the Contract Documents constitute the final expression of agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to the Contract. This Contract may not be altered, amended, or modified except in writing, signed by the duly authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below:

Signed by:	Signed by:
Name: -----	Name: -----
Title:	Title: -----
Date:	Date:
For and on behalf of The President of India	For and on behalf of ----- -----
Witness	a) Witness
Signature:	Signature:
Name:	Name:
Address:	Address: -----
Date:	Date:

CHAPTER - 7
OTHER STANDARD FORMS

ANNEXURE-C1

BIDDER PARTICULARS
(Enclose with Technical Bid)

1. Name of the Bidder :

2. Address of the Bidder :

3. Name of the Manufacturer(s) :

4. Address of the Manufacturer :

5. Name & address of the person to whom all references shall be made regarding this tender enquiry. :

- Telephone :
- Fax :
- e-mail :

Witness:

Signature

Name

Address

Date

Signature

Name

Designation

Company Seal

Date

BID FORM
(Enclose with Technical Bid)

Date: ___/___/___

The Deputy Commissioner of Police
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Sir,

Having examined the Bid Documents of **TENDER NO.** _____
We, _____, offer to supply and deliver _____
(Name of the Firm)

(Description of Stores and Services)

in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices provided in the Commercial Bid.

We undertake, if our bid is accepted, to complete delivery, installation and commissioning of the System as per the schedule specified in the Tender.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Scheduled Bank in a sum equivalent to 10% of the Contract Price for the due Performance of the Contract as per **terms and conditions** of the Tender.

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of Contract Form (Chapter 6) and agree to abide by terms and conditions in the same.

We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

SIGNATURE AND SEAL OF BIDDER

Annexure – C3

GUARANTEE
(Enclose with Technical Bid)

To

The Deputy Commissioner of Police,
Prov. & Logistics,
5,Rajpur road,
Delhi-110054.

Ref: TENDER NO. -----

We guarantee that everything to be supplied and fabricated by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacturer and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered and shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This guarantee shall survive inspection of and payment for, and acceptance of the goods, but shall expire **36 months** after their acceptance by the Purchaser.

The obligations under the Guarantee expressed above shall include all costs relating to labour, repair, maintenance (preventive and unscheduled), and transport charges from site to manufacturers' works and back and for repair/adjustment or replacement at site of any part of the equipment/ item which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the Purchaser to the Supplier.

SIGNATURE OF THE WITNESS

SIGNATURE AND SEAL OF BIDDER

DATE _____

CHECK LIST - TECHNICAL BID**(Enclose with Technical Bid)**

- | | | |
|-----|---|---------|
| 1. | Have you purchased the tender document? | Yes/No |
| 2. | Have you furnished bidder's particulars furnished as per Annexure-C1? | Yes/No |
| 3. | Have you furnished Bid Form (Annexure-C2)? | Yes/No |
| 4. | Have you furnished tender fee demand draft? | Yes/No |
| 5. | Have you furnished Bid security (Earnest Money) demand draft? | Yes/No |
| 6. | Do you fully comply with Technical Specifications? | Yes/No |
| 7. | Have you enclosed un-priced Schedule of Requirement giving details of equipment quoted? | Yes/No |
| 8. | Are you offering the goods & services as per delivery schedule? | Yes/No |
| 9. | Have you furnished the Manufacturer's Authorization? | Yes/No |
| 10. | Have you quoted for all the items required for installation and functioning of the system smoothly? | Yes/No |
| 11. | Have you enclosed Tax registration and Clearance certificates? | Yes/No |
| 12. | Have you furnished the guarantee for supply of spares in the post warranty period? | Yes/No |
| 13. | Have you signed and sequentially numbered each page of your Bid? | Yes/No |
| 14. | Have enclosed the certificate as per clause 10.3? | Yes/No |
| 15. | Have enclosed the undertaking/certificate as per Clause 14.4? | Yes/No |
| 16. | Have you noted the contents of Contract Form (Chapter 6) | Yes/No |
| 17. | Have you submitted tender acceptance letter (annexure-C8) | Yes/No. |

BID LETTER**(Enclose with Commercial Bid)**

To

The Deputy Commissioner of Police,
 Prov. & Logistics,
 5, Rajpur road,
 Delhi-110054.

Ref: Tender for purchase/instalation of **Variable Message Signs Systems**

We declare:

1. a) That we are manufacturers / authorized agents of _____.
- b) That we /our principals are equipped with adequate machinery for production, quality control and testing of materials manufactured and used by us and that our factory is open for inspection by your representatives.
2. We hereby offer to supply the Stores at the prices and rates mentioned in the Commercial Bid at **Chapter 5**.
3. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the **supply and installation of Variable Message Sign Systems** shall be completed at site within **stipulated period** from the date of Award of Contract, and that we shall perform all the incidental services as per contract.
4. Terms of Delivery: The prices quoted are inclusive of all charges up to delivery at all the location (site) to be indicated by Delhi Police.
5. We enclose herewith the complete Commercial Bid as required by you and also enclosed the Check List.
6. We agree to abide by our offer for a period of **365 days** from the date fixed for opening of the financial Bids and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
8. Certified that the Bidder is:
 a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.
 or
 a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the

partnership by virtue of the partnership agreement/by virtue of general power of attorney.

or

a company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/ deletions should be duly attested by the person authorized to sign the tender document.

9. We do hereby undertake, that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding Contract between us.

Dated this _____ day of _____ 2014.

Details of enclosures:

Signature of the Bidder

Full address:

Telephone & Fax No.

Mobile No. & E-Mail address:

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No _____
Ref _____

Date _____

To,
The Deputy Commissioner of Police,
Prov. & Logistics,
5, Rajpur Road,
Delhi-110 054

Dear Sir,

In consideration of the Dy. Commissioner of Police (Prov. & Logistics, Delhi (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assignees) having awarded to M/s _____ with its Registered/ Head Office at _____ (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a Contract by issue of the Purchaser's letter of intent No. _____ dated ___/___/___ entering into a formal contract to that effect with the Purchaser on _____ vide Agreement No. _____ (hereinafter referred to as the "Contract") and the Contractor having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract equivalent to _____ * _____ Ten percent of the said value of the Contract to the Purchaser.

We _____ (Name & Address of the bank) having its Head office at _____ (hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees) do hereby guarantee and undertake to pay the Purchaser, on mere demand any and all moneys payable by the Contractor to the extent of Rs _____ * _____ as aforesaid at any time upto _____ (day/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Purchaser and further agrees that the guarantee herein contained shall continue to be enforceable till the Purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the bank under this guarantee, from time to time to extend the time for performance of the contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting the guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractors, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The bank shall not be relieved of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank.

The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding

against the Contractor and notwithstanding any security or other guarantee that the Purchaser may have in relation to the Contractor's liabilities. We undertake to pay to the Government any amount so demanded by the Government, notwithstanding.

- a. any dispute or difference between the Government or the Contractor or any other person or between the Contractor or any person or any suit or proceeding pending before any court or tribunal or arbitration relating thereto; or
- b. the invalidity, irregularity or un-enforceability of the contract; or
- c. in any other circumstances which might otherwise constitute discharge of this Guarantee, including any act of omission or commission on the part of the Government to enforce the obligations by the Contractors or any other person for any reason whatsoever.

We, the Bank further agree that the guarantee herein contained shall be continued on and remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Purchaser, certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

We _____ hereby agree and undertake that any
claim which
(indicate the name of the bank)

the Bank may have against the Contractor shall be subject and subordinate to the prior payment and performance in full of all the obligations of the Bank hereunder and the Bank will not without prior written consent of the Government exercise any legal rights or remedies of any kind in respect of any such payment or performance so long as the obligations of the Bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the Contractor or otherwise howsoever. We will not counter claim or set off against its liabilities to the Government hereunder any sum outstanding to the credit of the Government with it.

Notwithstanding anything contained herein above our liability under this guarantee is limited to total amount of Rs _____*_____ and it shall remain in force upto and including _____**_____ and shall be extended from time to time for such further period as desired by M/s _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 2014 _____ at

WITNESS
(Signature) _____

(Signature) _____
(Name) _____

NAME _____
(Official address) _____

(Banker's Rubber Stamp) _____

Attorney as per Power of Attorney _____

* This sum shall be ten percent (10%) of the Contract Price.

** The date will be 03(three) year and six months from the date of award of the contract. In case of Bank guarantee issued by a Foreign Bank, the same shall be confirmed by any Scheduled Bank in India.

CHECK LIST - COMMERCIAL BID

(Enclose with Commercial Bid)

- | | | |
|----|--|--------|
| 1. | Have you furnished the Bid Letter? (Annexure C 5, Chapter 7) | Yes/No |
| 2. | Have you filled in the Price Schedule? (Chapter 5) | Yes/No |
| 3. | Have you quoted for all the items as per Chapter 3? | Yes/No |

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

(Enclose with Technical Bid)

Date: _____

To,

The Deputy Commissioner of Police,
Prov. & Logistics, 5, Rajpur Road,
Delhi-110 054

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Tender for purchase and installation of 50 Nos. Variable Message Sign System for use in Delhi Police

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your
advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated , then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)