

**NATIONAL COMPETITIVE BIDDING
REQUEST FOR PROPOSAL (RFP) FOR
SUPPLY, INSTALLATION & COMMISSIONING, OPERATION AND
MAINTENANCE OF 8 NO.s OF REAL TIME NOISE MONITORING
STATIONS IN TAMIL NADU
(4 NO.s EACH IN COIMBATORE AND MADURAI)**



**TAMIL NADU POLLUTION CONTROL BOARD
தமிழ்நாடு மாசு கட்டுப்பாடு வாரியம்**

RFP Ref.No: TNPCB/DD(Labs)/F.No. 0679/RTNMS/2024, dated: 29.10.2024

**Sd/-xxxxx
Chairperson**

Timeline of important dates

Description	Date	Time
Bid Document Download / Start Date	11.11.2024	11.00 AM
Last date for receiving pre-bid Queries	14.11.2024	03.00 PM
Pre-Bid Meeting Date	18.11.2024	03.00 PM
Last date for Issue of Corrigendum	22.11.2024	05.00 PM
Bid Submission End Date	25.11.2024	01:00 PM
Technical Bid Opening Date	25.11.2024	03.00 PM
Financial Bid Opening Date	02.12.2024	03.00 PM
Negotiation meeting	Will be intimated later	

IMPORTANT NOTICE

This tender procedure is governed by the Tamil Nadu Transparency in Tenders Act, 1998 read with Tamil Nadu Transparency in Tender Rules, 2000 as amended from time to time. In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998, the Tamil Nadu Transparency in Tender Act, 1998, read with Tamil Nadu Transparency in Tender Rules 2000 shall prevail.

DISCLAIMER

The information contained in this Request for Proposal document (hereinafter referred to as "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Member Secretary, Tamil Nadu Pollution Control Board (TNPCB), or any of their employees or advisors, is provided to Bidder (s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the **MEMBER SECRETARY, TNPCB**, to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the **MEMBER SECRETARY, TNPCB**, in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the **MEMBER SECRETARY, TNPCB**, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtains independent advice from appropriate sources. Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a

complete or authoritative statement of law. **THE MEMBER SECRETARY, TNPCB**, accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

THE MEMBER SECRETARY, TNPCB, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidders under any law, statute, rules or regulations or, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid State. **THE MEMBER SECRETARY, TNPCB** also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. **THE MEMBER SECRETARY, TNPCB**, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that **THE MEMBER SECRETARY, TNPCB**, is bound to select a Bidder or to appoint the Selected Bidder, an Authorized manufacturer for the Assignment and **THE MEMBER SECRETARY, TNPCB** reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **THE MEMBER SECRETARY, TNPCB**, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder.

TAMIL NADU POLLUTION CONTROL BOARD

RFP Ref. No: TNPCB/DD(Labs)F.No.0679/RTNMS/2024

Dated: 29/10/2024

NOTICE INVITING TENDER (NIT) THROUGH E-PROCUREMENT

Sub: Invitation of Tender for Purchase of 08 No.s of Real Time Ambient Noise Monitoring System (4 No.s each for Madurai and Coimbatore Cites)

TNPCB invites open e-tenders for **Supply, Installation & Commissioning, Operation and Maintenance of 8 No.s of Real Time Noise Monitoring Stations in Tamil Nadu (4 No.s each for Madurai and Coimbatore Cities)**. The Tender Document will be available on website <https://tntenders.gov.in> and TNPCB web site (<https://tnpcb.gov.in/>).

Details of the instrument required, specifications, eligibility and pre-qualifications to bid and instructions on how to bid and other details are available in the Tender Document which can be downloaded from Tamil Nadu Government e-tender portal (<https://tntenders.gov.in>) and TNPCB web site (<https://tnpcb.gov.in/>). Interested Bidders may submit their Bid online on (<https://tntenders.gov.in>).

Earnest Money Deposit (EMD) of **Rs. Two Lakhs Seventy Two Thousand Only (Rs. 2,72,000/-)**, will be required (should be paid electronically through e-tender portal).

Technical Proposal and Financial Proposal should be submitted through e-tender portal only.

CRITICAL DATE SHEET

Description	Date	Time
Bid Document Download / Start Date	11.11.2024	11.00 AM
Last date for receiving pre-bid Queries	14.11.2024	03.00 PM
Pre-Bid Meeting Date	18.11.2024	03.00 PM
Last date for Issue of Corrigendum	22.11.2024	05.00 PM
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Technical Bid Opening Date	25.11.2024	03.00 PM
Financial Bid Opening Date	02.12.2024	03.00 PM
Negotiation meeting	Will be intimated later	

The TNPCB reserves the right to withdraw, modify and/or cancel the tender without assigning any reasons whatsoever.

LIST OF ABBREVIATIONS

EMD	Earnest Money Deposit
LD	Liquidated Damage
BG	Bank Guarantee
PBG	Performance Bank Guarantee
QCBS	Quality cum Cost Based Selection
AMC	Annual Maintenance Contract
CAMC	Comprehensive Annual Maintenance Contract
TEC	Tender Evaluation Committee
TM	Technical Marks
FM	Financial Marks
TNPCB	Tamil Nadu Pollution Control Board
T1	Bidder who has obtained highest technical marks
L1	Bidder who has obtained highest financial marks
O&M	Operation and Maintenance

Contents

DISCLAIMER	3
CRITICAL DATE SHEET.....	5
1. INTRODUCTION	9
2. GENERAL TERMS AND CONDITIONS.....	9
3. SUBMISSION OF BID / PROPOSAL.....	10
4. ELIGIBILITY CRITERIA FOR BIDDERS	17
5. TRAINING TO TNPCBs OFFICIALS	19
6. WARRANTY AND MAINTENANCE.....	19
7. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC).....	20
8. RESIDENT ENGINEER / SERVICES – OPTIONAL.....	20
9. CALIBRATIONS.....	20
10. DOCUMENTATION	20
11. COMPLIANCE/NON-COMPLIANCE STATEMENT	21
12. RELIABILITY	21
13. SPARES AND CONSUMABLES	21
14. INSTALLATION, SYSTEM INTEGRATION AND COMMISSIONING	21
15. INSPECTION AND TEST.....	22
16. TAX AND DUTIES	22
17. PAYMENT TERMS.....	23
18. IDENTIFICATION OF SYSTEM AND SUBSYSTEM	23
19. PACKING & SHIPMENT.....	23
20. CONTRACT PERFORMANCE SECURITY.....	25
21. DELIVERY OF EQUIPMENTS	25
22. DELAYS IN THE SUPPLIER’S PERFORMANCE.....	25
23. LIQUIDATED DAMAGES	26
24. SUSPENSION OF WORK.....	26
25. TERMINATION FOR DEFAULT	26
26. SETTLEMENT OF DISPUTE, ARBITRATION.....	27
27. LAWS AND REGULATIONS.....	27
28. FORCE MAJEURE	28
29. INJURY AND DAMAGE.....	28
30. ROYALTY AND PATENTS.....	28
31. EFFECTIVENESS	29
32. RESERVATION.....	29
33. FORMS.....	29
34. INFLUENCING THE TNPC BOARD.....	29

35.	TECHNICAL CLARIFICATION	30
36.	CONFIDENTIALITY OF INFORMATION	30
37.	LIMITATION OF LIABILITY	31
38.	RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT	31
39.	OBLIGATIONS OF THE TAMIL NADU POLLUTION CONTROL BOARD	32
40.	INFORMATION SECURITY	32
41.	INDEMNITY	32
42.	CONFLICT OF INTEREST.....	32
43.	SEVERANCE.....	33
44.	“NO CLAIM” CERTIFICATE	33
45.	PUBLICITY.....	33
46.	FRAUD AND CORRUPT PRACTICES	33
47.	NOTIFICATION OF AWARD	35
48.	PRE-BID ACTIVITIES	35
	TECHNICAL SPECIFICATION	39
1.	SCOPE OF PRESENT TENDER ENQUIRY	39
2.	TECHNICAL SPECIFICATIONS OF REMOTE STATION.....	39
3.	SPECIFICATION OF HARDWARE AND SOFTWARE FOR CENTRAL RECEIVING STATION	42
4.	BACK FACILITIES:	46
5.	CALIBRATOR:.....	47
	ANNEXURE-I: APPLICATION FORM.....	48
	ANNEXURE–II UNDERTAKING	49
	ANNEXURE-III: FORM OF CERTIFICATE OF COUNTRY OF ORIGIN	50
	ANNEXURE-IV: FORM OF CERTIFICATE OF AFTER SALES SERVICE BY MANUFACTURER	51
	ANNEXURE-V: FORM OF EQUIPMENT DETAILS.....	52
	ANNEXURE-VI: PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER.....	53
	ANNEXURE-VII: PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER	54
	ANNEXURE-VIII : CAPABILITY & EXPERIENCE OF AFTER SALES SERVICES	55
	ANNEXURE-IX: CHECKLIST (GENERAL).....	56
	ANNEXURE-X: BIDFORM.....	57
	ANNEXURE-XI: BID PRICE BREAKUP FOR EQUIPMENT PRICE.....	58
	ANNEXURE XII: LIST OF DELIVERABLE ITEMS.....	61
	ANNEXURE XIII: LIST OF MONITORING STATIONS	63
	ANNEXURE XIV: NOISE MONITORING STATION LAYOUT	64
	ANNEXURE-XV: REPORT FORMAT	65
	ANNEXURE-XVI: PRE CONTRACT INTEGRITY PACT	67

1. INTRODUCTION

Tamil Nadu Pollution Control Board (TNPCB) invites e-tenders from eligible and qualified Bidders for supply, installation, commissioning and **operation & maintenance upto 08 years** from the date of commissioning of Real Time Ambient Noise Monitoring Network of Tamil Nadu Pollution Control Board which meet the pre-qualification criteria, specifications, technical details, quality assurance, etc.

2. GENERAL TERMS AND CONDITIONS

- 2.1. The tender document can be downloaded from the website <https://tntenders.gov.in> and TNPCB web site (<https://tnpcb.gov.in/>). The Technical Proposal and Financial proposal shall be submitted through e-tender website <https://tntenders.gov.in> only.
- 2.2. The bid forms in the tender document **at Annexure-I to XIV** may be used for bidding. **The Annexure-X to XII (attach without cost/price figures along with Technical Bid) duly signed by the Bidder along with the seal of the Firm to assess the item/components quoted in the bid. Each sheet submitted by the bidder need to be signed including annexure with this document. The price bid must filled in the BOQ excel sheet downloaded from the e-tender portal only.**
- 2.3. The Board will not be responsibility for delay or non-submission of Tender Document in e-tender portal.
- 2.4. **Bid document should be submitted before the Bid Submission End Date and time (as per Server System Clock). The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.**
- 2.5. The bidder is expected to examine all instructions, forms, terms and conditions and specifications mentioned in the bidding document. **Failure to furnish all information** required as per the bidding documents or submission of a bid substantially irresponsive to the bidding document in every respect will be at the bidder's risk and may result in the **rejection of its bid.**
- 2.6. This call of tender does not bind the TNPCB Board to place order. The Tenders submitted in response to this invitation may be rejected without assigning any reason.
- 2.7. The tender notice, tender forms, schedule of requirements, specification etc are also available on TNPCB's Website <https://tnpcb.gov.in/>

- 2.8. The Board at its discretion may extend the last date of submission of e-tender and opening of tenders. The final authority for acceptance of a Tender will rest with the Member Secretary, Tamil Nadu Pollution Control Board who does not bind himself/herself to accept the lowest tender and is vested with the authority to reject any or all of the tenders received without assigning any reason.
- 2.9. Documents, literature, diagrams/leaflets, samples etc., enclosed in the bid shall become the property of the TNPCB without any payment.
- 2.10. The bid has to be uploaded in etender portal only.
- 2.11. In case, the date of opening of Tender is declared as Public Holiday, the Tender shall be opened on the next working day at the same time.
- 2.12. The bid shall contain no interlineations, erasures or overwriting words except as necessary to correct errors made by the bidder, in that case such correction shall be initialed by the person or persons signing the bid.
- 2.13. Canvassing in any form will disqualify the Bid.
- 2.14. Request for the Tender Document for bidding through Fax, E-Mail and Tele fax shall not be entertained.

3. SUBMISSION OF BID / PROPOSAL

- 3.1. Technical proposals should be submitted online only through etender portal only.
- 3.2. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by English translation of its pertinent passages. In such case, for the purpose of interpretation of the bid, English translation shall govern.
- 3.3. The Technical bid must accompany filled in Annexure-I to IX, whereas **the Annexure-X to XII (attach without cost/price figures along with Technical Bid) duly signed by the Bidder along with the seal of the Firm to assess the item/components quoted in the bid.** Include the following documents along with technical bid.
- a. **Company profile.**
 - b. **Copy of Certificate of registration with RoC.**
 - c. **Copy of Certificate of registration under Labour Laws Contract Act.**
 - d. **Copy of Certificate for sales tax registration.**

- e. **Copy of Certificate for Service tax/GST registration.**
- f. **Copy of PAN card**

3.4. The Bidders are requested to quote excise duty, import duty and total price of each instrument separately indicating the Govt. levies, freight, insurance, transportation charges and their installation charges to Monitoring Locations. Necessary excise duty exemption certificate as applicable will be provided. The bidders are expected to examine the bidding documents carefully and are deemed to have received and read all documents. It shall be the responsibility of the bidder to request the copies of any missing documents. Failure to do so will be at bidder's risk.

3.5. **It may be noted that mere quoting lowest rates will not entitle any firm to get the order.** The quality of the item being offered, the past performance supply etc. will also be taken into consideration. Prior to award of purchase order the buyer can call any details, explanation regarding technical & financial aspect.

3.6. Pre-bid meeting will be conducted on **18/11/2024 at 03.00 PM** in at TNPCB Corporate office, Guindy, Chennai - 32 to discuss the queries made by the bidders. **Prebid queries indicating page no. And relevant paragraph should be communicated by 14/11/2024 to email id: ddwaterchn@tnpcb.gov.in.** All clarifications shall be cleared in the pre-bid conference. Amendment if any, in tender document, may be seen on Tamil Nadu E-portal/TNPCBs Website.

3.7. The Tender is to be submitted through eprocurement portal only.

3.8. Opening of E-Tender

- i. The Member Secretary, TNPCB will open on-line the Technical bids on prescribed date and time. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the TNPCB, the tenders will be opened at the appointed time and place on the next working day.
- ii. Physical presence of the bidder at the time of opening of tender will not be essential in the e- tendering process. At the appointed time, the bid openers would open the bids online and the details of technical bids offered by the bidders would be known to all on the eprocurement system Portal of Tamil Nadu Government.
- iii. **The first cover**, i.e. technical bids will be opened online, first and evaluated by the **Technical Executive Committee (TEC)** to assess that the goods and services

offered are as per the Pre-Qualification Criteria, Schedule of Requirements and as per the Technical Specifications.

- iv. **The second cover**, i.e. price bids of only technically qualified offers shall be opened online and evaluated.

3.9. Firm has to make own arrangements to bring equipment to India for demonstration. No Custom duty exemption certificate will be issued by TNPCB for demonstration purpose.

3.10. The validity of Tender would be for a minimum period of 180 days from the date of opening of Tenders. **An Earnest Money Deposit (EMD) for the sum of Rs. 2,72,000/- (Rupees Two Lakhs Seventy Two Thousand Only) should be paid electronically through e-tender portal**. A Bid valid for a shorter period maybe rejected by the Board as non-responsive. In extension cases, the Board may solicit the Bidder's consent to an extension on the period of validity and the bid shall remain valid for the extended period mutually agreed for.

3.11. The rates should be quoted both in words and figures.

3.12. Arithmetical error will be rectified on the following basis:- If there is discrepancy between the unit price and total price that is obtained by multiplying the Unit Price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words will prevail.

3.13. Conditional Tenders will be rejected without assigning any reason.

3.14. Alternate Bid and options will not be accepted.

3.15. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to the Contract. The letter of authorization should bear the signature of only the authorized person of the firm. All pages of the Bid, except for un-amended printed literature shall be initialed by the person or persons signing the bid.

3.16. Eventual suggestions for modification or subsidiary Tenders are principally not admissible.

3.17. The specifications are clearly mentioned in the document and the Bidder are requested to submit Bid only if their offer strictly comply to these specifications. Please note that no deviation in the required specification will be permitted. The bidding for the instruments having different specification will be on Bidder's risk as the Board will not entertain such

Bids. BIDS CARRYING THE STATEMENT LIKE "SPECIFICATION AS PER TENDER DOCUMENT" SHALL NOT BE ENTERTAINED. THE PRODUCT SPECIFICATIONS SUPPORTED BY **TECHNICAL LITERATURE AND LIST OF USERS MUST BE ENCLOSED.**

- 3.18.** The placement of work order/purchase order will be according to technical evaluation of the Tender, successful demonstration and after consideration of its price worthiness.
- 3.19.** The price to be given in the Tender are fixed prices, irrespective of rise in Materials prices till complete the delivery of items. **No request in regard to increase in the price of instruments will be entertained after the submission of the tender.** Taxes shall be at prevailing rate at the time of supply of the material.
- 3.20.** The supplier should attach a copy of financial bid (without cost/price figures) along with the technical bid to assess the item/components quoted in the bid. **If this requirement is not met by the bidder, their bid will be considered as incomplete and would not be considered for further evaluation.**
- 3.21.** Those items mentioned in Technical bid must be mentioned in financial bid along with corresponding cost in the same order. If there is difference in nos. of items, **the bid will be rejected.**
- 3.22.** The nomenclature of the instruments and spares will be invariably same in Performa Invoice, Invoice, Packing list and in other relevant papers in case the Bidder is asked to supply the instruments against its offer.
- 3.23.** With the submission of the Tender, the Bidder accepts the conditions of the Tender.
- 3.24.** Bidder ensures that technical specification shall comply and supported with technical brochure. In case, technical specification does not meet or found in their supported brochure, the bid will be rejected.
- 3.25.** Bidder must submit the bid in Performa/annexure provided by TNPCB. In case, bidder doesn't submit the bid in said Performa/annexure, then it leads to disqualification.
- 3.26.** The installation of the instruments at the respective site is the entire responsibility of the supplier. It must be done either by the principal/supplier or their authorized agents strictly within duration specified in this document on the receipt of the instruments by the Board. The supplier or Agent should be in touch with the Deputy Director (Labs) Section of the Board to know the exact day of receipt of Instruments

supplied/dispached by them.

- 3.27. Each and every folio of the Tender must be signed by the Bidder.**
- 3.28. The bidder should provide a complete list of spares, sensor and consumables required for 08 years for trouble free operation and maintenance of the instruments.**
- 3.29.** The after sales service is most important to be considered for comparison of bids. The Bidder should be able to attend the system immediately and ensure trouble free operation of the system. The Bidder should provide full information of its local contacts in Tamil Nadu.
- 3.30. The list of Instruments/ equipments, their approximate quantity and point of delivery is given at Annexure-XII & XIII respectively and the detailed specifications of the instruments are given in the tender document. The quantity mentioned in the tender document may be increased or decreased at the discretion of the Competent Authority in the State Board without assigning any reason.**
- 3.31. The seller/Indian representative should quote a price for delivery of items at the respective site.** TNPCB will provide concessional custom duty exemption certificate to local representative of the seller for the foreign manufactured items consigned to SPCB. The seller will have responsibility of clearance of goods from custom after paying the mandatory custom duty and completing all necessary formalities for custom clearance. After custom clearance, the seller will transport the goods to all the designated 08 sites (4 sites each in Madurai and Coimbatore) as per details provided in **ANNEXURE XIII**. All the charges should be included in the price bid. The seller/local representative will have full responsibility to transport the system to respective **08 sites (4 sites each in Madurai and Coimbatore) as mentioned in Annexure-XIII**. All the local taxes and duties will be paid by the bidder.
- 3.32. The transportation charge for the goods should be quoted separately.** Concessional Custom Duty & Excise Duty exemption certificate will be provided by TNPCB. However, Road permit & all other taxes as applicable will be paid by bidder and that will be reimbursed as per actual by the purchaser on production of original document which will be paid after successful installation. Insurance of the instrument should be arranged by the bidder up to TNPCB stores and further to respective sites.
- 3.33. Recurring charges of all 08 remote stations per year should be quoted in the price proposal. The cost of recurring charges for the first year will be added to calculate**

the lowest bidder.

Cost for recurring charges will be paid on yearly basis at the end of every year after the satisfactory performance of the stations.

3.34. The bidders must indicate the following information in the technical bid as well as price Bid separately for each instruments /equipment quoted offered:

- a) Country of Origin
- b) Port of Shipment
- c) Name &Address of beneficiary Bank, Branch Name with Account No., IBAN & Swift code
- d) Minimum delivery period
- e) Whether transshipment / partner shipment is required or not.
- f) Agency commission, if any payable to the Indian Agent, their complete address, telephone & Fax number. The amount of agency commission should be clearly mentioned and it will be paid to authorized local agent in Indian Rupees.

3.35. Bidder shall intimate the buyer regarding the date of shipment well in advance. A copy of the invoice documents, air way bill, packing list, certificate of country of origin may be forwarded to the purchaser by fax/ E-mail immediately after shipment so that concessional custom duty exemption certificate can be issued in time to avoid demurrage charge.

3.36. The instruments are to be dispatched to the respective places Coimbatore and Madurai directly and to be installed there, by the supplier under intimation to, TNPCB Corporate Office at Chennai. The packing, forwarding, charges must be quoted according to the place of delivery as mentioned in the schedule. **The Supplier shall be liable for any damage, theft or loss during the transit.** Single Performa Invoice need to be submitted for all instrument/items.

3.37. Three sets of invoices showing the purchase order number, date and description of items as per order, quantity, unit against each item and total amount must be provided. One extra copy invoice & delivery challan must be provided to each consignee along with the instrument at the time of delivery.

3.38. In the case of proprietary item, the proprietary certificate issued by the principal/manufacture should be attached along with the technical bid. In that case, the bid of the sole distributor will only be considered. **A copy of the latest supply order (showing details of price) executed to any Central Govt. Departments/Semi Govt.**

Department/Undertaking/Autonomous Bodies or any reputed firms in India or abroad should be attached along with the price bid. Preferably to any SPCBs/PCCs

3.39. If the instrument supplied is found defective/unsatisfactory condition/short supply/other than specifications in the Purchase Order, the same will have to be replaced at the supplier's risk and cost. No freight and other charges for replacement will be paid by the Board.

3.40. The warranty/guarantee of the instrument/equipment should be inclusive of 1 year onsite warranty. Additional charges for 2 year onsite warranty should be mentioned in the price proposal. CAMC proposal for 05 years after the expiry of 3 year of warranty should be mentioned in the price proposal as AMC charges.

3.41. Total cost of 05 year additional warranty and AMC charges for 4th to 8th year will be added to calculate lowest bidder.

3.42. The Firm whosoever getting the award of supply/work should execute a Pre-contract Integrity Pact with TNPCB. The Pre-contract Integrity Pact format is attached along with the tender document at Annexure- XVI.

3.43. MOST IMPORTANT PLEASE NOTE THAT TECHNICAL BID MUST CONTAIN TECHNICAL BID ALONG WITH ANNEXURE-I to IX OF THIS DOCUMENT, AND ANNEXURE-X TO XII (attach without cost/price figures along with Technical Bid) duly signed by the Bidder along with the seal of the Firm. Include the following documents along with technical bid.

- a. Company profile.
- b. Copy of Certificate of registration with RoC.
- c. Copy of Certificate of registration under Labour Laws Contract Act.
- d. Copy of Certificate for sales tax registration.
- e. Copy of Certificate for Service tax/GST registration.
- f. Copy of PAN card.

“FINANCIAL BID” to be filled by the bidder in the “BOQ” excel sheet downloaded from the e-tender portal only.

PLEASE NOTE THAT THERE IS NO NEED TO ENCLOSE THE ENTIRE TENDER DOCUMENT (SUPPLIED BY THE BOARD) WITH YOUR BID. ONLY ANNEXURE-I to XII NEED TO BEEN CLOSED AS PER INSTRUCTION STIPULATED INRELEVANT PARAGRAPHS OF THIS BID.

3.44. An Earnest Money Deposit of Rs.2,72,000/- (Rupees Two Lakhs Seventy Two Thousand Only) should be paid electronically through e-tender portal.

3.45. The firm who seek exemption from depositing Earnest money being Small Scale Industry, being registered with NSIC, DGS&D and other Govt. Agencies, which entitles them for exemption must submit the valid registration certificate – cover the instrument offered by them along with permissible value. The copy of Government notification granting exemption from deposit of EMD must be submitted along with the Technical part of tender along with the bid. (EMD exemption will be granted only to those items specified in the certificate of registration)

3.46. The bid security should be paid electronically through e-tender portal. The Indian agent/representative should furnish an authorization letter from their foreign principal suppliers to deposit EMD on their behalf. The EMD shall be forfeited, if the bidder withdraws or amends the tender in any respect with in the period of validity of this tender or fails to supply the instrument within specified period in the tender document. **Tender where tenderer has not furnished adequate earnest money in the prescribed and acceptable form shall not be entertained.** In case instrument supply is found defective and not attended by supplier/ authorized agent, the earnest money deposited by the supplier/ their authorized Indian agent will also be forfeited.

The earnest money of unsuccessful firms shall be returned if:

- (i) The firm failed to qualify in technical evaluation.
- (ii) The firm technically qualified but not the lowest bidder in financial evaluation after the financial evaluation.
- (iii) The earnest money of successful firm shall be returned without any interest after the successful installation and commissioning of the system.

4. ELIGIBILITY CRITERIA FOR BIDDERS

BIDDERS WHO CAN BID.

4.1. Only those bidders who fulfill the following eligibility as well as the qualifications criteria can submit tenders.

ELIGIBILITY

4.2. To be eligible, the Bidder should have not been banned or suspended from Government transactions due to any reason including corrupt and fraudulent practices.

QUALIFICATION

- 4.3. An authorized Indian agency/representative/System Integrator nominated by the OEM, who is in agreement with OEM shall bid.** Relevant documents along-with tender specified Authorization Form indicating the Bidder is an authorized agency /representative of the OEM for bid submission shall be enclosed with tender bid. The OEM shall give an undertaking to supply components /parts/consumables during warranty & post-warranty periods as well as continued supply of components/ spare parts for the period of product support. OEM shall also assure full technical back-up and support in the matter of providing maintenance including software up- gradations. **Copy of agreement between OEM and the agency / representative confirming the above requirements and nomination from the OEM for supplying stores shall be closed with the tender.** Only one nomination from the OEM shall be accepted. The order will be issued in the name of successful bidder.
- 4.4.** Average annual turnover of the Bidder should be atleast 40 Lakhs per annum during last three financial years i.e. April 2021 to March 2024. Certified and published annual audit reports of the past three years are to be submitted along with the tender.
- 4.5. The Bidder/OEM should have successfully completed similar works during the past 7 years either in Govt/Private sector. (Preferable to CPCB or any other SPCBs/PCCs).**
- Three similar works completed costing of minimum 50 Lakhs each Or
- Two similar works completed costing of minimum 65 Lakhs each Or
- One similar work completed costing of minimum 100 Lakhs.
- The TNPCB and/ or its nominated representative(s), in order to satisfy itself, may enquire the performance of similarly supplied goods from other Govt or Private users. The user may also inspect and/or test the quoted/ordered goods and the related services to confirm their conformity to the tender qualification criteria, specifications and other quality control details incorporated in the tender/contract at the cost of the TNPCB.
- 4.6. Only one bid will be accepted from authorized agency/representative nominated by OEM for any type of equipment/instrument.** Incase if more than one bid for any type of equipment/instrument is received from agency/representative nominated by OEM, all such bids shall be summarily rejected.
- 4.7. Non-compliance of tender terms, non-submission of required documents, lack of clarity of the specifications, contradiction between bidder specification and supporting documents etc. may lead to rejection of the bid.**

4.8. Furnishing of wrong/ambiguous information in the compliance statement may lead to rejection of bid and further black-listing of the bidder, if prima-facie it appears that the information in the compliance statement was given with a malafide/fraudulent intent

5. TRAINING TO TNPCBs OFFICIALS

Training will be conducted in two phases:

- (i) Familiarization programme under which officials of TNPCBs will be given in depth training for 5 working days at OEM works. Air travel, boarding, lodging and per diem **will be borne by successful supplier at (OEM) works**. The bidder should submit the day wise training schedule and the subjects which will be covered under this training.
- (ii) The manufacturer/supplier should provide in-depth training for 3 working days for all the sites which include 1 day in-house training on handling of software and 2 days in field training on hardware and software to TNPCB officials. The training should cover installations details including operation and maintenance of the system and about all software aspects in respect of Remote & Central Receiving stations. This training will be conducted at Coimbatore and Madurai.

6. WARRANTY AND MAINTENANCE

6.1. The manufacturer should provide a **comprehensive warranty of at least three years (first year free warranty + two years extended warranty)** after commissioning of the system in the field. The manufacturer should take on the work of servicing and routine maintenance of field equipment once in a month. Response time for rectifications of faults in the field Remote station equipments should not be more than 48 hours.

6.2. Payment

Two year extended warranty payment will be released on yearly basis only after completion of first year free warranty.

6.3. Penalty for delay in O&M and capturing of data

1. If the down time is more than two days, the warranty period will be presumed to be extended by a period twice the down time.
2. If data transmission rate for a station is found to be less than 95% in a year inclusive of extended warranty days, there will be a proportionate deduction from the balance 20% amount/bank guarantee (equivalent to each station) which is to be released after warranty period.

7. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)

7.1. Vendor must quote for the CAMC separately. Vendor will be responsible for the communication of data generated from remote station to central receiving station and other nodes during warranty and CAMC period. Bidder will be responsible for operation and maintenance of the instrument therefore; **Bidder must quote for CAMC for 05 years along with their offer which will start after expiry of 03 years of warranty.**

7.2. Payment condition for CAMC

CAMC payment will be released against performance bank guarantee on yearly basis (at the end of each financial year).

8. RESIDENT ENGINEER / SERVICES – OPTIONAL

Bidder should quote for the **02 Resident Engineer** and their services which will be responsible for all technical & other support like maintenance of instrument, data communication and report generation at Head Office, TNPCB.

9. CALIBRATIONS

- a) **Authorized, Independent and Accredited Lab Calibration:** Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV
- b) **Internal Self calibration:** The system should perform calibration test to check the whole noise measurement system by means of generating remotely a well known signal at microphone and proper operation of each unit. For this purpose the outdoor microphone should be equipped with a built in electrostatic actuator which should stimulate a pre defined noise level on the diaphragm of the microphone. This should be automatically used to check the calibration of the sensor and the result should be displayed for each site. This check should be repeated on daily basis to assure the quality data.
- c) **External acoustic calibrator:** The vendor should also carried calibration with an external acoustic calibrator of dual range on quarterly basis.

10. DOCUMENTATION

The manufacturer should provide detailed manuals for operation, troubleshooter, preventive materials, servicing and maintenance of each sub system including all block diagrams and detailed circuit diagrams. The catalogues of all the vital components used in the system should also be provided. All manuals should be given in printed form also.

11. COMPLIANCE/NON-COMPLIANCE STATEMENT

The tenderer shall submit a detailed item-wise compliance / non-compliance statement referring para-wise to the requirements given in this document, for precise evaluation of tender and for any future reference. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. **In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer, if claims complied.** The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, if any, for certain limited paras, or even sub-paras of the document may also be given by the tenderer. Silence on any part of the financial or technical specification or failure / omission to provide any such details will be treated as non-compliance. All non-compliance of specifications, even of minor deviations should be clearly brought out.

12. RELIABILITY

In general, it is desired that sensors should be capable of operating for **08 years without physical technical intervention**. Sensors and Data logger system should have built-in performance checks and indicators which should be utilized whenever possible.

13. SPARES AND CONSUMABLES

To assure the maximum uptime during warranty and CAMC, the vendor should keep the inventory of the spares to the tune of minimum 10% of the equipment supplied. **TNPCB would have the right to audit the inventory of spares at any given time during the tenure of the contract in the good condition and performance of the system.**

14. INSTALLATION, SYSTEM INTEGRATION AND COMMISSIONING

14.1. All the equipments shall be installed and brought into suitable conditions for operation by the supplier at the sites designated by the Board. The supplier shall make all the necessary and proper adjustments and arrangements, including the utility supplies and connections, foundation and erection (including fencing against possible damage of any animal/creatures) works in order to install the Equipment in adequate conditions for operation.

14.2. Only the best installation practices are to be applied, and all the installation works must be done to the satisfaction of the Board and the supplier shall carry the works in a perfect and qualitative works man aptitude. The installation shall be planned and systematic, carry out in such a way so as not to damage installation materials and the Equipments.

14.3. All the installation Equipments, tools, materials, labour, logistics and all the other requirements for installation shall be provided by the Supplier.

14.4. Bidder shall depute Engineer/supervisor for onsite assembly, installation, commissioning and start up of the supplied equipment. Bidder should offer the complete system with complete turnkey implementation including installation, testing and commissioning to the satisfaction of TNPCB officers. The equipment will be installed at TNPCB's identified sites. The civil work will depend upon the requirement of the site. Height of Mast should be 4 (four) meters and should be triangular lattice mast as per the field layout drawing. The mast and the installation accessories should be galvanized or should be of stainless steel for external installations.

15. INSPECTION AND TEST

15.1. The Board shall have the right to inspect and to test the Equipment to confirm their conformity to the Specifications without any extra charge to the Board by the Supplier. The Supplier shall notify the Board in writing, in a timely manner, of the schedule of inspection and test.

15.2. The supplier shall carry out the performance test to inspect and witness the function of each of the equipment supplied under the awarded package at site. In case the Equipment for performance test requires the supplemental and/or supporting Equipment, the supplier shall carry out the performance test including such Equipment. The supplier shall submit the performance test report to the Board.

16. TAX AND DUTIES

The bidders should indicate clearly the duties and taxes applicable to central govt. department on goods and services. In case of imported stores, the custom duty will be paid by bidder and it should be mentioned in price bid. Concessional custom duty exemption certificate will be issued by TNPCB. The bidder will arrange the custom clearance of goods. **Concessional custom duty certificate** will be given by TNPCB (Details of certificate may provided.)

Custom duty and all other charges as applicable at the time of clearance of consignment from Airport to be borne by the bidder.

To compare the bids all the currencies will be converted to INR as per the RBI currency conversion rate applicable on the date of price bid opening. The concessional import duty applicable will be added to the prices to compare with the bid quoted in INR. As per Government of India rules GST will not be added in the price to calculate the lowest bidder.

17. PAYMENT TERMS

- a) 90% on successful installation and commissioning.
- b) 10 % after successful completion of the warranty period or on submission of bank guarantee equivalent to 10% till warranty period.

18. IDENTIFICATION OF SYSTEM AND SUBSYSTEM

The supplier shall affix the name plate with following description in English on all the Equipment:

- 1) Name of the Equipment
- 2) Manufacturing date
- 3) Production serial number
- 4) Equipment model no.
- 5) Name of the manufacturer

19. PACKING & SHIPMENT

19.1. Packing

19.1.1. Transportation by air cargo

The supplier shall pack and transport the equipment in the double carton, approved by airline and deliver separately to the designated Site in complete packed condition.

19.2. Shipment

The supplier shall be responsible for the delivery of the equipment to each site designated by the Board and for the coverage of air cargo charges, freight, and insurance premiums upto handle over the Equipment at sites, inland transportation and temporary storage, etc.

19.2.1. Notification and Submission of Documents

Upon shipment, the supplier shall notify the Board:

- 1) Contract Number
- 2) Description and quantity of the Equipment
- 3) Name of the air cargo
- 4) Number and date of bill of lading and airway bill
- 5) Date of shipment, port of discharge, expected date of departure and expected date of arrival
- Invoice amount of shipment

19.2.2. Unloading and Custom Clearance

As per clause number **3.31 and 3.32**

19.2.3. Inland Transportation

The Supplier shall be fully responsible for the delivery of all the equipment to the Sites. The Supplier shall arrange at his option and cost of transportation from the port of entry to each site for the equipment of foreign origin.

19.2.4. Handling and Storage

The supplier shall protect the Equipment from any damage and avoid overloading. Particular attention shall be given to the perishable Equipment and those which must be kept dry, cool or from exposure to direct sunshine and moisture. In case a part of the Board's facilities is necessary to be occupied by the Supplier for temporary storage or installation use, the Supplier shall obtain the written approval from the Board for temporary occupation and protect facilities against any damages. Charges Payable for this facility to the Board for this shall be fixed by the Board.

19.2.5. The supplier shall mail the following documents to the Board

Equipment of Foreign Origin:

- 1)** Copies of the supplier's invoice showing the Equipment's description, quantity, unit price and total amount.
- 2)** Six (6) copies of bill of lading and airway bill marked "freight prepaid". A second copy of the bill of lading with air-way bill marked "freight prepaid" originally signed by the shipper should be provided by the supplier directly to the Board immediately after shipment.
- 3)** Copies of the packing list identifying contents of each package.
- 4)** Insurance certificate.
- 5)** Supplier's and/or Manufacturer's warranty certificate
- 6)** Certificate of country-of origin.

The above documents shall be received by the Board at least one week before arrival of the Equipment at the port or place of arrival for issue of concessional exemption certificate and if not received, the Supplier will be responsible for any consequent expenses.

20. CONTRACT PERFORMANCE SECURITY

20.1. The supplier within thirty (30) days from the date of notification of award shall furnish a Bank Guarantee from a reputed Indian or Foreign Commercial bank having license to do business in India to the Board towards **performance guarantee for an amount equal to ten (10) percent of the total Price under the contract for faithful and due fulfillment by the Supplier of all obligations under the terms and conditions of the Contract.** The bank guarantee should remain valid till the commissioning of the project.

20.2. Return of Contract Performance Security

The performance security will be discharged by the Board and returned to the Supplier not later than 60 days after successful commissioning and acceptance of the project.

21. DELIVERY OF EQUIPMENTS

The complete delivery and installation must be completed within 2 months of placement of order/acceptance of order.

22. DELAYS IN THE SUPPLIER'S PERFORMANCE

22.1. Delays in the Supplier's Performance

Delivery of the equipment and performance of the works shall be made by the supplier in accordance with the time schedule.

22.2. Notification of Delay

If at any time during performance of the Contract, the supplier and/or the manufactures should encounter conditions impeding timely delivery of the Equipment and performance of the works, the supplier shall promptly notify the Board in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Board shall evaluate the situation and may at its discretion extend the supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Board and the supplier by amendment of the contract.

22.3. Liability of Liquidated Damages

Except as provided under **Clause 28** of document, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **clause 23** hereunder, unless an extension of time is agreed upon pursuant to **sub-clause 22.2** here above without the application of liquidated damages.

23. LIQUIDATED DAMAGES

23.1. Subject to **clause 28** of document, if the Supplier fails to perform the works within the period, the Board shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage as mentioned in **sub clause 23.2 and 23.3**. Once the maximum is reached, the Board may consider termination of the Contract pursuant to **clause 25** of document.

23.2. The supplier shall pay to the Board as liquidated damage a sum equivalent to one

(1) percent of the unit price in the Contract Price for each of the equipment undelivered per week delayed.

23.3. Maximum Deduction

The total liquidated damages payable to the Board shall not in any case exceed Ten (10) percent of the contract price.

24. SUSPENSION OF WORK

The Supplier shall not suspend the whole or any part of the Works without notice to the Board in writing. The Supplier there upon shall do all possible endeavors to reduce any expenses or costs resulting from the suspension. Such suspension shall not nullify the contract.

25. TERMINATION FOR DEFAULT

25.1. Termination for Default

The Board, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

1) If the Supplier fails to perform any or all of the Works within the period or extension thereof granted by the Board pursuant to **Clause 22** of the document.

Or

2) If the supplier fails to perform any other obligations under the contract.

25.2. Liability for Excess Cost for Unperformed Work

25.3. In the event the Board terminates the Contract in whole or in part pursuant to **Sub-clause 25.1** here above the Board may procure at the risk and cost of the supplier, upon such terms and in such manner as it deems appropriate, the equipment/works similar to those undelivered /unperformed and the supplier shall be liable to the Board for any excess costs for such similar equipment / works. However, the Supplier shall continue performance of the Contract to the extent not terminated.

26. SETTLEMENT OF DISPUTE, ARBITRATION

26.1. All disputes or differences arising out of or in connection with the contract and supply of any item/equipment assigned under the same (whether during the progress of the works or after their completion, determination, abandonment or breach of the contract) shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of two (2) arbitrators appointed by the Chairman/Chairperson, Tamil Nadu Pollution Control Board. It will not be an objection to any such appointment that the arbitrators are the Government Servants and had any interest in the Board or the contract entered into directly or indirectly. In all cases, the arbitrator shall state reason in their decision, in writing the amount of claim in dispute is Rs. One lakh/- and above, subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Arbitration proceeding shall be held at Chennai (Madras), India and the language of arbitration proceedings and that all documents and communication's between the parties shall be in English equally by both the parties.

26.2. It is a term of the contract that the party invoking the arbitration shall specify the dispute(s) to be referred to the arbitration under this clause together with the amount or amount claimed in respect of each such dispute.

26.3. It is also a term of the contract that if the supplier (s) do not make any demand for arbitration in respect of any claim (s) or dispute in writing after 90 days of receipt of the final bill of payment, the claim of the supplier will be deemed to have been waived and absolutely barred and the Board will be discharged and released of all liabilities under the contract in respect of these claims.

27. LAWS AND REGULATIONS

The formation, validity and performance of this Contract shall be governed as to all matters by and under the laws and regulations of India and courts of Chennai (Madras) shall have exclusive jurisdiction in all matters arising under this contract. The Supplier shall respect and abide by all laws and regulations of India and shall make its best effort to ensure that the personnel of the Supplier and their dependents, while staying in India, shall respect and abide by all laws and regulation of India. The Supplier shall protect, absolve and indemnify the Board, and their representatives from any claim, loss or

damage arising from any non-compliance alleged or proved, without claiming them for payment.

28. FORCE MAJEURE

Vendor shall not be considered in default if delay in delivery occurs due to causes beyond his control such as acts of God, natural calamities, civil wars, strikes, fire, frost, floods, riots and acts of usurped power. A notification to this shall be given by the Vendor to the buyer. In the event of delay due to such cases a length of time equal to the same period will be given to vendor.

29. INJURY AND DAMAGE

29.1. Injury or Death of persons

The Supplier shall be liable for and shall indemnify the Board against any liability, loss claim or proceedings whatsoever arising under any statute or law in respect of personal injury, death or any disability caused by the carrying out of the Work unless due to any actor neglect of the Board, or of any person for whom the Board is responsible.

29.2. Damage to Property

The Supplier shall be liable for and indemnify the Board against and insure and cause any Manufacturers and subcontractors to insure against any expense, liability, loss claim or proceedings in respect of any damage whatsoever to any real or personal property for any occurrence in so far as such damage arises out of or in the course of or by reason of the carrying out of the works and is due to any negligence, omission or default of the Supplier or any person for whom the supplier is responsible or any Manufacturers and subcontractors or person whom the Manufacturers and subcontractors are responsible.

30. ROYALTY AND PATENTS

30.1. The Suppliers shall pay all royalties and license fees for the use of any patented item, whether it maybe an invention, method, arrangement, article, process or appliance used in connection with the performance of the Contract. The supplier shall indemnify and save harmless the Board against any and all costs, damages and expenses of any nature or kind whatsoever which may arise out of or result from claim by any person, firm or corporation that the manufacture, purchase, use or sale of any of the inventions, methods, arrangements, articles processes or appliances used in connection with the

performance of this Contract infringes any patent of such other rights. The Supplier shall, at the request of the Board, defend the Board against any suit brought to enforce any such claim at the Suppliers expense.

30.2. In case any such patented item used on or in conjunction with the works is in suit held to constitute and infringement of its use enjoined, the supplier shall either secure for the Board the right to continue using the said item by suspension of the enjoinder, by procuring for the Board a license or otherwise, or will replace such items with a non-infringing item or modify it so that it becomes non-infringing or with the Board's approval remove the said enjoined item and refund to the Board the sums paid thereof.

31. EFFECTIVENESS

This Contract shall come into force and effect on the date of the Letter of Award and shall be in force until the Works have been completed and all the payments have been made to the Supplier, except the obligation of the warranty period by the Supplier.

32. RESERVATION

TNPCB reserves the right to increase the number of items within period of 12 months of placement of the original order with same financial and technical terms.

33. FORMS

Wherever a specific form is prescribed in this bidding document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a suitable form to furnish the required information. TNPCB shall not be bound to supply or to make provision for any form/format except those contained in the application form required for submission of bids.

34. INFLUENCING THE TNPC BOARD

Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of his proposal. Bidder shall not approach TNPCB officers after office hours and/or outside TNPCB office premises, from the time the proposals opened till the time the contract awarded.

35. TECHNICAL CLARIFICATION

The TNPCB reserves the right to ask for technical elaboration/clarification in the form of technical presentation from the Bidder on Technical Proposals already submitted at any point of time before opening the financial Proposal. The Bidder shall furnish the required information to TNPCB officers and its appointed representative on the date asked for, at no cost to TNPCB. The TNPCB may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.

36. CONFIDENTIALITY OF INFORMATION

36.1. As used herein, the term Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

36.2. The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

36.3. At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

36.4. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

- 36.5.** The obligations of confidentiality under this section shall survive rejection of the contract.
- 36.6.** The successful bidder must maintain absolute confidentiality of the documents/maps/tools/data collected in any form including electronic media and any other data/information provided to him or collected during the execution of the work.
- 36.7. The bidder should not use the Project data for any purpose other than this work.**
- 36.8.** The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- 36.9.** Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

37. LIMITATION OF LIABILITY

Limitation of liability shall be as per applicable law. The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

38. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT

The TNPCB reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, with or without providing due notice to the Selected Bidder. The TNPCB may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The TNPCB shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the TNPCB and the Selected Bidder undertakes to cooperate with and provide to the TNPCB / any other Consultant/ Agency appointed by the TNPCB, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the TNPCB may, without prejudice to any other rights that it may have, issue a notice of default.

39. OBLIGATIONS OF THE TAMIL NADU POLLUTION CONTROL BOARD

The TNPCB representative shall interface with the selected bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. TNPCB shall ensure that timely approval is provided to the selected bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work. Any deliverable submitted to TNPCB for review and comments would be responded to within 15 working days.

40. INFORMATION SECURITY

The selected bidder shall not carry and/or transmit any material, information, layouts, diagrams, data, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the TNPCB, out of premises, without prior written permission from the TNPCB. The selected bidder shall, upon termination of this agreement for any reason, or upon demand by TNPCB, whichever is earliest, return any and all information provided to the selected bidder by TNPCB, including copies or reproductions, both hard and electronic.

41. INDEMNITY

The selected bidder shall execute and furnish to the TNPCB, a Deed of Indemnity in favour of the TNPCB, in a form and manner acceptable to TNPCB, indemnifying TNPCB from and against any costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

1. Negligence or wrongful act or omission in connection with or incidental to this Contract; or
2. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of tender value in favour of the Tamil Nadu Pollution Control Board (TNPCB).

42. CONFLICT OF INTEREST

The bidder shall disclose to TNPCB in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Bidder's team) in the course of performing the service(s) as soon as practicable after it becomes aware of that conflict.

43. SEVERANCE

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

44. “NO CLAIM” CERTIFICATE

The Selected Bidder shall not be entitled to make any claim, whatsoever against TNPCB, under or by virtue of or arising out of, the contract, nor shall TNPCB entertain or consider any such claim, if made by the Selected Bidder after it has signed a ‘No claim’ certificate in favour of Tamil Nadu Pollution Control Board (TNPCB) in such form as shall be required by TNPCB after the work is finally accepted.

45. PUBLICITY

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Tamil Nadu Pollution Control Board (TNPCB) first gives its written consent to the selected bidder.

46. FRAUD AND CORRUPT PRACTICES

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

46.1. “Corrupt practice” means

46.1.1. the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Tamil Nadu Pollution Control Board (TNPCB) who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Tamil Nadu Pollution Control Board (TNPCB), shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

46.1.2. save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the TNPCB in relation to any matter concerning the Project;

46.2. 'Fraudulent practice' means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

46.3. 'Coercive practice' means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

46.4. 'Undesirable practice' means

1. establishing contact with any person connected with or employed or engaged by Tamil Nadu Pollution Control Board (TNPCB) with the objective of canvassing, or
2. lobbying or in any manner influencing or attempting to influence the Selection Process; or
3. having a Conflict of Interest.

46.5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the TNPCB shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the TNPCB shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the TNPCB under Clause above and the rights and remedies which the TNPCB may have under the Lol or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have

directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the Tamil Nadu Pollution Control Board (TNPCB) during a period of 2(two) years from the date such Bidder, as the case may be, is found by the TNPCB to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

47. NOTIFICATION OF AWARD

Prior to expiration of the period of bid validity, The Tamil Nadu Pollution Control Board (TNPCB) will notify the successful bidder(s) in writing, that his/their bid has been accepted.

48. PRE-BID ACTIVITIES

48.1. Pre-bid queries

48.1.1. Bidders are requested to submit e-mail address and mobile no. of one authorized person for all communications at the time of registration.

48.1.2. Pre-bid queries shall be prepared in Excel files only. It shall indicate numbers of page, clause, sub-clause, article, paragraph, line and so on of the document for quick detection.

48.1.3. The Excel files should necessarily be made in the following format:

Sl.No	Bidding document reference(s) (Page, Clause, Sub-clause, Article, para, line Number(s))	Content of document requiring Clarification(s)	Specific doubt requiring clarification
1			
2			
3			
4			

48.1.4. The Excel Files of queries should reach TNPCB (email id: **ddwaterchn@tnpcb.gov.in**) only from the authorized email address submitted by bidder on or **before last date (14.11.2024, 03.00 PM)** for receiving queries mentioned in Fact Sheet.

48.1.5. TNPCB shall not remain responsible for not receiving queries due to error/malfunction during the communication process.

48.1.6. Queries received after the last date for receiving Pre-Bid Queries may not be entertained.

48.2. Pre-bid meeting

48.2.1. The TNPCB shall conduct a pre-bid meeting with the prospective bidders on **18/11/2024, 03.00 PM at TNPCB Corporate Office, 76 Mount Salai, Guindy, Chennai – 600 032** to discuss the queries made by bidders.

48.2.2. All doubts and ambiguities shall be cleared in this meeting. Amendment, if any, in tender document, may be seen on e-portal/TNPCB website.

48.2.3. Bidders must confirm their participation in the meeting in advance. The purpose of the meeting is to provide Bidders with information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. **However, the TNPCB reserves the right to reschedule or not to hold the Pre-Bid meeting.**

48.2.4. Maximum two (2) authorized representatives of one prospective bidder may attend the pre-bid meeting at their own cost after giving prior intimation to the Member Secretary, TNPCB.

48.3. Responses to Pre-Bid Queries and Issuance of Corrigendum

48.3.1. The Officer notified by the Member Secretary, TNPCB will endeavour to provide timely response to the queries. However, TNPCB makes no representation or warranty as to the completeness or accuracy of any response made in good faith. TNPCB is also not bound to undertake to answer all the queries that have been raised by the bidders.

48.3.2. At any time prior to the last date for receipt of bids, TNPCB may, for any reason, whether at its own initiative or in response to clarification/s requested by prospective Bidder/s, modify the TENDER Document by a corrigendum.

48.3.3. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website/s mentioned.

48.3.4. Any such corrigendum shall be deemed to be incorporated into this TENDER.

48.3.5. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, TNPCB may, at its discretion, extend the last date for receipt of

Proposals.

49. EVALUATION OF PROPOSAL

49.1. Tender Evaluation Committee [TEC]

TNPCB will constitute a Tender Evaluation Committee to evaluate proposals of the bidders. The decision of the committee shall be final and no correspondence will be entertained regarding evaluation. The committee may ask for meetings with the bidders for clarifications on proposals. The committee reserves the right to reject any or all of the proposals on the basis of deviations. Each of the proposals shall be evaluated as per the criteria and requirements specified in this document.

49.2. Opening of E-proposals

The TNPCB will open the on-line proposals on prescribed date and time. Physical presence of the bidder at the time of opening of tender will not be essential in this e-tendering process. At the appointed time, the bid openers would open the bids online. The sequence of opening of eproposals will be:

Step 1: Opening of Technical proposals for evaluation.

Step 2: Opening of Financial proposals of only the technically qualified bidders.

49.3. Tender Evaluation

Evaluation of proposals shall be carried out in the sequences as follows:

49.3.1. Stage 1 Evaluation of Technical proposals

The technical bids will be opened first and evaluated by the TEC. Evaluation of technical proposals will be carried out in the following steps:

Bids will be assigned marks on the basis of parameters.

The bidder with the Highest Technical Marks will be awarded 100 and other bidders will be awarded marks on percentile basis (e.g. if the highest technical Marks is 90, the T1 bidder will get 100 marks. A bidder awarded 80 marks will get $(80/90) \times 100 = 88.88$ Marks.)

The TEC will prepare a list of responsive bidders who have complied with all the requirements of this stage. All of these eligible bidders will be considered for evaluation of financial bids submitted by them.

49.3.2. Stage 2 Evaluation of Financial proposals

The financial bids of bidders whose technical bids have been awarded 70 percentile or more marks only will be subject to evaluation. The lowest financial proposal will be

allotted a Financial Marks of 100. The financial marks of other bidders will be computed by measuring the respective bids against the lowest financial proposal.

49.3.3. Stage 3 Determinations of Composite Marks

The Composite Marks (TL) is a weighted average of Technical Marks (TM) and Financial Marks (FM). A ratio of Technical Marks: Financial Marks = 70: 30 will be used to determine the Composite Marks. The composite marks will be derived using the formula $[(TM \times 70) + (FM \times 30)] / 100$

49.3.4. Stage 4 Evaluation of T1 L1 or Determination of Most Preferred Bidder

The bidders will be ranked in descending order according to the composite (TL) marks obtained by them. The bidder obtaining the highest composite marks will be selected. These evaluation criteria will be weighted by TNPCB management and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for TNPCB.

TECHNICAL SPECIFICATION

1. SCOPE OF PRESENT TENDER ENQUIRY

TNPCB has planned to establish the Real Time Ambient Noise Monitoring Network with **08 stations (04 stations each in Coimbatore and Madurai City)** in Tamil Nadu with 4G/5G modem for transmission of data to the central receiving station. The Noise Monitoring Stations shall provide real time data through 4G/5G network at scheduled interval and as and when requested by the users. Each Noise Monitoring Station should be connected and capable of transmitting data to Empanelled Cloud Server of MEITY and also provide data sharing to State Pollution Control Boards / Central Pollution Control Board through Cloud Server. **Basic Network Architecture and Layout is shown in Annexure-XIV.** The Noise monitoring stations shall provide SMS alarms notification to warn about over passed alarm user predefined thresholds as well as for internal system self-diagnosis report.

2. TECHNICAL SPECIFICATIONS OF REMOTE STATION

The Remote Station for Ambient Noise Monitoring Network should have a standalone operating terminal, appropriate for outdoor installation for continuous measurement of ambient noise. Microphone connected to an advanced acoustic signal processing unit, complete with an electronic measurement and processed-data storage, provided as well with an integrated 4G/5G Noise Monitoring Terminal.

The remote station should allow the connection of other meteorological sensors whose measurements can contain interesting correlations with Noise Levels (e.g. pollution, cars counters, wind sensors, etc.).

2.1. General Specifications of Noise Monitoring Terminal (NMT):

NMT consists of a weather proof cabinet containing a noise level analyzer a communication device for transmitting data to receiving station, a back plate and an outdoor microphone, all of which can be mounted on a mast.

S.No	Particulars	Description
(i)	Standards	IEC 61672-1 (2013) Class1,Class1 type for Omni directional
(ii)	Power Supply	230v AC \pm 10% Power backup should provide complete power autonomy to the field stations with telemetry enabled for minimum 10 days without charging the internal battery or either by Solar panel or by power supply. Complete power budget calculation to be provided with the technical bid to support the uninterrupted power supply.
(iii)	Time weighting	Fast, Slow, Impulse and Peak IEC 661672-1 (2013)
(iv)	Frequency/weighting	A, C and Z
(v)	Dynamic Span	Dynamic Range 120dB or more (30-140dB)
(vi)	Noise floor	<20 dB(A)
(vii)	Memory	For Storage of all the above measured and stored data at 1-second acquisition rate, external memory device of 1 TB be provided.
(ix)	Resolution	0.1dB(A)
(x)	Display	Auto brightness, alphanumeric, display High viewing angle, high brightness display.
(xi)	Operating Temperature Range	-10°C to +50°C
(xii)	Humidity Range for external devices	100% condensing
(xiii)	Humidity range for internal devices	95% RH Non-Condensing
(xiv)	Communication ports	RS 232/USB/Ethernet/TCP/IP /GSM or better
(xv)	Sampling Rate	Short time Leq history user selectable from 125ms,1 second or lesser. Leq, Lmax, Lmin and Ln periods adjustable between 1 minute and 1 hour.
(xvi)	Measured and Stored data	(1) Leq, Lmax, Lmin, Lpeak,L10,L50, L90 and SEL. (2) Short time Leq with Measured time and date. (3) 1/1,1/3 Octaves
(xvii)	Number of Input Channels	Number of Channels 01 or More
(xviii)	Communication mode with central receiving station/ server	4G/5G, internet connectivity, mobile connectivity or better. If connectivity is not available then through internal memory

S.No	Particulars	Description
		(mandatory) and transfer of data through wi-fi or GSM technology
(xix)	Programmability	Configuration management Display of Configuration of the system direct / through remote management
(xx)	Diagnostics	Self-diagnostic feature should be available.
(xxi)	Essential functions	Time Synchronization with central receiving station /server. Web interface with Web monitoring feature (free access)
(xxii)	Remote Access	Web interface with Web monitoring feature (Free Access)

*Class I Type international certification with Horizontal and Vertical reference direction either from LNE, PTB, METAS, CEM or BEV

2.2. Specification for Enclosure for Remote Stations:

A. Remote Stations:-	
Weather proof cabinet	Weather proof enclosure with IP-66 protection suitable for mounting on mast.
Security	Should be supported / equipped with standard sensors to check the unauthorized intrusion and have ability to produce telecommunication alarm if the enclosure has been opened.
Mast	Length of Lattice mast should be 4 meter and to be mounted in a concrete base. The material of the mast should be galvanized and non-corrosive.
Cabling	All cables are armored and protected by conduits
B. UPS Enclosure:	
	Weatherproof enclosure protection suitable for housing of Electric connection, UPS and batteries (24 hrs backup)

Note: All the installation and mounting accessories bolts should be of stainless steel to avoid corrosion.

2.3. Specification for Outdoor Microphone:

Standards	IEC 61672-1: 2013 Class1, Class 1 type for Omni directional
Microphone Type	Permanent Outdoor Microphone (0.5 inch or bigger) and capable of monitoring in all weather conditions
Operating Temp	-10°C to +50°C
Humidity Range external components	100% RH (Condensing)
Humidity Range internal components	95% RH (non condensing)
Range	30-140dB
Frequency response	IEC 61672 Class1 (2013)
Pole adapter	Suitable for instrument monitoring
Accessories Required	Bird spike, windscreen, and Protected Extension cable

3. SPECIFICATION OF HARDWARE AND SOFTWARE FOR CENTRAL RECEIVING STATION

3.1. Data processing Workstation PC-01 No

Work station will be used for data abstraction, visualization from Cloud. Specification for works station is mentioned below:

Make/Company	Reputed or National/ International Suppliers (OR)HP/Dell or Equivalent
Operating System	Windows 11 professional or better at the time of delivery.
SDD	256 GB or more
Hard disk capacity	2 x 1 TB or more
RAM	16 GB or more DDR4 or latest
Cache	25 MB or more
Processor	12th Generation Intel® core I7 processor or better Processor
Display Screen	25.0 Inches
Accessories	Mouse, Bag, etc
Wi-fi and Bluetooth	Required
Graphic card	8 GB or more
HDMI	One Port

Workstation shall equipped with all accessories like mouse, keyboard, internal audio, External O/P ports, graphic card and any other accessories.

3.2. Specification of Software for Receiving Station

The single central software and monitoring system should be on cloud server. The cloud server system should be empanelled/enlisted by Ministry of Electronic and Information Technology (MeitY). Single Software may cater to various SPCBs in the country with separate user id access, and it has to be managed by the supplier all the time if he is present in the country. If the firm/bidder is already having such central receiving system on cloud, he need create another one in the country. TNPCB may be linked to the central receiving station with separate domain id. Additional this software has to be installed in the Integrated Environment Monitoring Studio (IEMS) located in TNPCB Corporate office, Chennai, Tamil Nadu.

- It can be operated using a standard web browser on local and remote PC.
- The user interface should be intuitive and easy to use.
- Software should have provision of Disaster Recovery (DR). The existing server operating in CPCB has to be treated as DR site.
- Web service or FTP or latest technology could be used for data sharing

The software should support an Internet browser application and support the following:

- Easy to learn and efficient to use
- Map display of station and noise data
- Simple method to select, sort and analyse data
- Easy and complex query support and flexible reporting
- Easy export in a variety of formats such as Excel, Word, PDF

The system shall be capable of keeping data on the system and accessible for up to **Ten years**.

A Data backup service should be available through which data can be backed up by TNPCB or CPCB.

The software shall be capable of automatically preparing the reports for the previous day, week, month, quarter and year, and make them available for download in Excel, Word and PDF formats.

The software must be able to integrate the old noise monitoring system and support new noise monitoring systems through API or the latest technology.

Software Management:

Central Software Management:

- Software capable for collecting the data on request, downloading, editing, processing and representation and management of data.
- The software capable to transfer the entire data available at stations including the data available in the memory form noise station to central software installed Central Receiving Station and TNPCB.
- Software allows the user
 - to change and/or modify the configuration of the stations,
 - to perform tasks such as date and time synchronization with the computer
 - to add new measuring channels specifying the different sampling and storage

Hand on Operations

The following parameters of stations must be configurable for each station.

- Allow the Setting of Date/Time of the station.
- Real time data request from each channel (in table and graphs).
- Downloading of data stored in the station through RS 232 or USB.
- Downloading the station's configuration
- Channel calibration settings
- Alarm trigger user settings for each station

Data Analysis at Central Software

- Data enquiry over several days
- Comparison of readings between stations
- Daily statistics enquiry
- Daily statistics report
- Comparison between the daily statistics of various stations
- Comparison between parameters from the same station or from different stations

Visualization of Data

- Data display in Table Form on request.
- Data display in Graph Form on request.
- Composition of Graphs on request.

Other Features

- Reports and graphs prepared should be printable in standard formats
- Zoom in and Zoom out facility with automatic graph scale Resizing
- Registers all the events like Information messages, error messages.
- Customizing maps with icons representing the selected stations. Icons should change their color if there is an alert in a station, configurable for specific exceedance as per standards prescribed.

Regular updates of software shall be provided on half yearly basis. Software shall be modified as per our requirement and it must include basic and advance statistical tools for data analysis and report generation for managing the huge database.

3.3. Web Enabled Software for data distribution

The Web Software Platform must be able for web posting of the data available on the Cloud system, in such a way that all authorized persons with an internet connection would have the possibility to access to the information of all the noise monitoring terminals. The user can customize the way to display the noise parameters. The user can play the role as administrator and define other users access rights. The Web Enabled Software must have following features:

- 1) Only authorized users can access the web enabled data
- 2) The format for administrator for issue of user id and password should be provided.
- 3) The authorized user should have access to current data and historical data.
- 4) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
- 5) Graphical and GIS based visualization of all the Noise monitoring terminal.
The GIS services to show the maps should be on open source like QGIS etc.
- 6) In graphical representation should have full attributes, which should be displayed by positioning cursor on the map.
- 7) The selected station by clicking on the map must show the geographical information and status of the stations, for example Name of station, Station ID, Latitude, Longitude, Height (msl) etc.
- 8) On selecting a station, the complete menu of the data should be displayed.
- 9) Data can be selected both in Tabular and graphical format
- 10) The graphical display for all noise parameters should be available
- 11) The graphical plot of noise data analysis like Peak Noise, average noise etc. are available for the user.

- 12) The authorized users can download noise data in PDF and Excel format.
- 13) User should have provision for full graphical plotting of the time series of the data and comparison of data from historical data of the station.
- 14) Graphical and GIS based visualization of all the Noise monitoring terminal
- 15) Image superposition on a map or on an imported noise map
- 16) The selected station by clicking on the map must show the geographical information and status of the stations, for example Name of station, Station ID, Latitude, Longitude, Height etc.
- 17) Automated reports about user-selected periods (day, week, month, year, etc.) in word, pdf and jpg format including day and night time averages as per CPCB standards as Leq.
- 18) Limited display of data in SPCB website for public domain as per format.

3.4. P4 Outdoor Video Wall for display

Setting up of outdoor video wall for displaying city level real time noise monitoring stations values at respective district collector office campus.

Specification for works station is mentioned below:

Outdoor Video display	P4 Outdoor video wall (6.31 x 6.31) with screen protection
Module Size	320x160 mm
Lamp	King light or better
Drive IC	SM series or better
Brightness	6500 Lumen or more
Refresh rate	<3840 Hz
Processor	Huidu A4L Processor
Power Cable and LAN Cable	100 m or more
External Protection	GI Welded Wire Mesh to protect from physical damage and GI roofing on Top to protect from rain
Fabrication and Installation	Galvanized Iron Bi-Pole Structure 10 ft or above the ground with Concrete foundation (minimum 1/3 rd of the total pole should be below ground level)

4. BACK FACILITIES:

The vendor is responsible for all support and backup during the contractual period.

5. CALIBRATOR:

5.1. Specifications for External Acoustic Calibrator

STANDARDS: EN/IEC 60942 (2003), Class1

Sound pressure level:

Nominal : Dual range 94dB and 114dB/single range

Frequency : 1000 Hz

Power : Battery operated

Adaptor : Suitable adaptor for microphone (as quoted by vendor).

Carry and storage case to be provided

Note: Frequency of calibration will be every Six Months and to be done by the supplier in consultation with the TNPCB. The Sound calibrator used should be traceable to the National Standard of SPL having validity.

ANNEXURE-I: APPLICATION FORM

**APPLICATION FORM
(To be filled by the bidder)**

S.No	Information required	Response
1	Name and full address of the Bidder including e-mail ID and Telephone No	
2	Name and Designation of the Head of the Firm/supplier and his Telephone No.	
3	(i) In case the supplier is located out of India; specify the Address/Authorized Distributor's or Agent's Address in Tamil Nadu, if any.	
	(ii) Name, Designation, Address Telephone & Fax Numbers of the Authorized Person who may be contacted during the process of the purchase concerned under this document (Applicable for all the suppliers)	
4	Earnest Money Deposited – Amount in Rs.	
5	Details of Earnest Money Deposited (Bank /UTR number and date)	
6	Validity of Tender	
7	Whether the tender documents have been accepted in full (Yes or No)	
8	Whether Income Tax Clearance Certificate attached (Latest) (Yes or No)	
9	Permanent Account Number details	

Place:

Date:

Legally Binding Signature

Seal

ANNEXURE-II UNDERTAKING

UNDERTAKING

Date...

Tender Notice No. _____

To,

The Member Secretary,
Tamil Nadu Pollution Control Board
No.76, Mount Salai, Guindy, Chennai - 32

Sir / Madam,

Having examined the conditions of Tender Document and specifications of the instruments, the receipt of which is hereby acknowledged. We, the undersigned, offer to supply, install, commission, and operate & maintain for the duration specified the following

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.

(Please add additional pages, if required) The above supply, installation & commissioning, operation and maintenance shall be in conformity with the specifications and conditions of supply.

We undertake if our bid is accepted to deliver the instruments quoted by us, we shall deliver and install within the period indicated by us in our offer.

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 expiration of that period.

We are submitting the details of EMD paid through Tamil Nadu e-tender portal

.....

This Bid, together with your written acceptance thereof in your notification of award shall constitute a bidding contract between us.

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

Dated this.....day of..... 2024

Signature of authorized Person,
Name with Stamp & full Address
Full address of the authorized person

Seal

ANNEXURE-III: FORM OF CERTIFICATE OF COUNTRY OF ORIGIN

<Letter head of the Manufacturer>
FORM OF CERTIFICATE OF COUNTRY OF ORIGIN

To,
The Member Secretary
Tamil Nadu Pollution Control Board,
No.76, Mount Salai, Guindy, Chennai - 32

Subject: Certificate of country of Origin

Sir / Madam,

We, **(Name of Manufacturer)**, hereby certify that our equipment for procurement and installation of equipment for Tamil Nadu Pollution Control Board, Tamil Nadu, India is to be manufactured in the country mentioned below:

Item No.	Name of the Equipment	Country of Origin

Signature

Name of the Person

Title

Name of the Manufacturer

Legal Address

Counter sign of competent
authority of the country of origin

ANNEXURE-IV: FORM OF CERTIFICATE OF AFTER SALES SERVICE BY MANUFACTURER

<Letter head of the Manufacturer>

FORM OF CERTIFICATE OF AFTER SALES SERVICE BY MANUFACTURER

Date:

To
The Member Secretary
Tamil Nadu Pollution Control Board, No.76,
Mount Salai, Guindy, Chennai - 32

Sub: Certificate of Supply of consumables and Spare Parts and Maintenance Service and Repair Work after sales by Manufacturer including Warranty support.

This is to certify that we **(Name of the manufacturer)** shall supply the consumables and spare parts of the equipment mentioned below during warranty period and to provide the on-site maintenance services and repair works for the equipment after sales **(hereinafter referred to as “After Sales Services”)** through our duly certified agent (Name of authorized representative for after sales service) in India, existing under the law of India with its principal office of business at **(Address)**. We hereby appoint (Name of authorized representative for after sales service) to cooperate with **(Name of Bidder)**, in undertaking After Sales Service during comprehensive warranty period of three years and CAMC period for atleast five (05) years after the warranty period of three years. It is here by guaranteed that we shall maintain stocks of consumables and spare parts for the following equipment for the period of eight (08) years including warranty CAMC period and supply the said consumables and spare parts and provide the on-site maintenance services and repair works through our authorized representative for after sales service in India.

Item No.	Name of the Equipment	Name of the Manufacturer	Name of authorized representative for after sales service and Address

Signature :
Name of Person :
Position :
Name of Manufacturer :
Legal address of Manufacturer :

ANNEXURE-V: FORM OF EQUIPMENT DETAILS

FORM OF EQUIPMENT DETAILS

Item No.	Name Of The Equipment	Propose Model	Manufacturer	Country Of Origin	Technical Catalogue Attached (Yes/No)

Signature of authorized person

Name of the authorized person

Full address of the authorized person

Seal

ANNEXURE-VI: PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

PROFORMA FOR FINANCIAL CAPABILITY OF BIDDER

(for a period of last three years)

Bid no.....Date of opening.....

Name of the Bidder.....

YEAR	CURRENCY	TURNOVER
Financial Year 2021-2022		
Financial Year 2022-2023		
Financial Year 2023-2024		
Total		

Note:

The annual turnover amount is to be supported by annual report.

Signature of authorized person :

Name of the authorized person :

Full Address of the authorized person :

Seal: :

ANNEXURE-VII: PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER

PROFORMA FOR PERFORMANCE STATEMENT FOR BIDDER
(for a Period of last three years)

Bid no.....
Date of opening.....
Name of the Bidder.....

Order placed by (full Address of Purchaser)	Order No.& Date	Description Of ordered equipment	Quantity	Value of Order	Date of Commissioning And handling over	Has the Equipment been satisfactory functioning?

Note: Bidder to furnish above detail of each equipment of the quoted package on separate sheet

Signature of authorized person :

Name of the authorized person :

Full Address of the authorized person :

Seal: :

ANNEXURE-VIII : CAPABILITY & EXPERIENCE OF AFTER SALES SERVICES

CAPABILITY & EXPERIENCE OF AFTER SALES SERVICES

Item no.	Name of the Equipment	List of Consumables available for offered equipment	List of spare parts available for offered equipments	Name of authorized representative in India for After Sales Services	Address, Tel., Fax nos., Email-id	No. of Engineers with their training details	Response time for After sales services including warranty support	Past experience of the After sales service

Note: List of applicable spares parts should be indicated for all the items in quoted package(s)

Signature of authorized person :

Name of the authorized person :

Full Address of the authorized person :

Seal: :

ANNEXURE-IX: CHECKLIST (GENERAL)

CHECKLIST (GENERAL)

Name of Bidder :
Name of Manufacturer :

S.No.	Activity	Compliance Yes/No/NA	Remarks
1.	Have you enclosed EMD details?		
2.	Have you enclosed duly filled and signed tender Form		
3.	Have you enclosed clause by clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?		
4.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?		
5.	Have you submitted the past supply details		
6.	(a) Are you original manufacturer of Equipment (b) Have you submitted manufacturer's authorization from OEM.		
7.	Have you submitted prices of goods, turnkey (if any), AMC etc. in the Price Schedule as per BOQ excel sheet.		
8.	Have you kept validity of tender for acceptance by the purchaser as per the TE document?		
9.	In case of Indian Tenderer, have you furnished Permanent Account No. as allotted by the Income Tax department of Government of India?		
10.	Have you intimated the name and full address of your Banker(s) along with your account number?		
11.	Have you fully accepted payment terms as per TE document		
12.	Have you accepted the warranty as per TE document?		
13.	Have you furnished documents establishing your eligibility & Qualification criteria as per TE documents		

Signature of authorized person :

Name of the authorized person :

Full Address of the authorized person :

Seal: :

ANNEXURE-X: BIDFORM

**Attach without cost/price figures along with Technical Bid) duly signed by the Bidder
along with the seal of the Firm**

<Letter head of the Bidder>

Date:.....

Bid No:.....

BIDFORM

To,
The Member Secretary,
Tamil Nadu Pollution Control Board,
No. 76, Mount Salai, Guindy - 32

1. Having examined the bidding documents for supply, installation, commissioning, and operation & maintenance for the duration specified of real time ambient noise monitoring system, we, the undersigned, offer to execute and complete the whole of the works and remedy any defects there in, inconformity with the said Bidding Documents for the sum of International trading currency...-.....(in figures...-.....) for the equipment including all other charges as mentioned in the document, supplied from Foreign Origin and Indian Rupees.....-.....(INR.....-....) for the incidental costs incurred in India (if any) as may be ascertained in accordance with the summary of Bid Price and Bid Price breakup attached here with and made part of this bid.
2. We undertake, if our Bid is accepted, to complete and deliver the whole of the works comprised in the contract within the time specified in the contract, subject to the said conditions.
3. If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ten (10) percent of the contract price for the due performance of the contract.
4. Unless and until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest of any bid you may receive, and that you will not defray any expenses incurred by us in bidding.

Date:

Signature.....

Duly authorized to sign Bid for and on behalf of..... (In Block Capital)

Address.....

Telephone number.....

Email Id.....

ANNEXURE-XI: BID PRICE BREAKUP FOR EQUIPMENT PRICE

Attach without cost/price figures along with Technical Bid) duly signed by the Bidder along with the seal of the Firm

Bid Price Breakup for Equipment Price

Details showing quantity, specification and other details of the instruments offered

(To be filled by the bidder in the BOQ excel sheet downloaded from the e-tender portal only and must be uploaded in "Price Bid" part of the e-Tender)

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency/ Indian Currency)	GST as applicable	Freight and concessional custom duty if applicable	Total Amount
1	Noise Monitoring Terminal (NMT)						
1.01	IEC61672-1(2013) Class1: Outdoor Microphone						
1.02	NMT system with alphanumeric display at monitoring Stations						
1.03	P4 outdoor video wall (6.31x6.31)						
1.04	High gain GSM/GPRS Antenna (8 DB dual band antenna) or better						
1.05	IP-65 compliant Enclosure for Remote Stations						
1.06	Transmission unit-GSM/GPRS Modem or better						
1.07	Intrusion alarm to be transmitted at Central Station						
2	Power backup						
2.01	External battery (minimum 65AH) sealed maintenance free (24hrs backup)						
2.02	Solar Panel for Power Backup (minimum 75 watts)						
2.03	Solar charge controller (minimum 20Amp)						
2.04	External NEMA 4 Enclosure						
3	Recurring Charges						
3.01	Remote station recurring charges on yearly basis including SIM cost, 08. number of stations recurring cost and any other cost.						

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency/ Indian Currency)	GST as applicable	Freight and concessional custom duty if applicable	Total Amount
3.02	Recurring Charges on yearly basis for Central Server with 4Mbps or better fixed IP Connection						
3.03	Remote display, GPRS receiving charges on yearly basis (8 Nos. Alphanumeric and 2 Nos. P4 outdoor video wall)						
4	Central Receiving station						
4.01	Charges for Empanelled Cloud Based Server						
4.02	Analysis Software with full graphics display, communication management and database generation for Cloud Based Server						
4.03	Web Enabled Software for data distribution						
4.04	Data Processing Workstation						
5	Installation and Civil Work						
5.01	4 meters triangular lattice mast and mounting accessories						
5.02	Installation of the remote stations with Civil work						
5.03	Installation of the P4 outdoor video wall with civil work						
6.	Automatic backup						
6.01	4TB NAS Drive for incremental backup of existing and new System.						
7.	Calibrators						
7.01	Handheld stand noise system with transportation kit						
7.02	External acoustic calibrator with microphone adaptor						
8	Transportation and insurance						
8.01	Transportation and insurance of material to respective sites						

S. No.	Name of Instrument (Number of instrument as per Annexure-XII)	Model offered by the Bidder	Quantity	Unit Price (in foreign currency/ Indian Currency)	GST as applicable	Freight and concessional custom duty if applicable	Total Amount
9	Two Year Extended Warranty						
10	CAMC						
10.01	Comprehensive Annual Maintenance Cost for 4 th year						
10.02	Comprehensive Annual Maintenance Cost for 5 th year						
10.03	Comprehensive Annual Maintenance Cost for 6 th year						
10.04	Comprehensive Annual Maintenance Cost for 7 th year						
10.05	Comprehensive Annual Maintenance Cost for 8 th year						

Signature of authorized person :

Name of the authorized person :

Full Address of the authorized person :

Seal: :

ANNEXURE XII: LIST OF DELIVERABLE ITEMS

Attach without cost/price figures along with Technical Bid) duly signed by the Bidder along with the seal of the Firm

S.No.	LIST OF DELIVERABLE ITEMS	QTY (No)
1	Noise Monitoring Terminal (NMT)	
1.01	IEC61672-1(2013) Class1: Outdoor Microphone	8
1.02	NMT system with alphanumeric display at monitoring stations	8
1.03	Installation of P4 outdoor video wall (6.31x6.31) at District Collector office	2
1.04	High gain GSM/GPRS Antenna (8 DB dual band antenna) or better	8
1.05	IP-65 compliant Enclosure for Remote Stations	8
1.06	Transmission unit-GSM/GPRS Modem or better	8
1.07	Intrusion alarm to be transmitted at Central Station	8
2	Power backup	
2.01	External battery (minimum 65AH) sealed maintenance free (24hrs backup)	8
2.02	Solar Panel for Power Backup (minimum 75 watts)	8
2.03	Solar charge controller (minimum 20Amp)	8
2.04	External NEMA 4 Enclosure	8
3	Recurring Charges	
3.01	Remote station recurring charges on yearly basis including SIM cost, 08 number of stations recurring cost and any other cost.	Lumsum per year
3.02	Recurring Charges on yearly basis for Central Server with 4Mbps or better fixed IP Connection	Lumsum Per year
3.03	Remote display, GPRS receiving charges on yearly basis (8 Nos Alphanumeric and 2 Nos P4 Outdoor video wall.)	Lumsum Per year
4	Central Receiving station	
4.01	Charges for Empanelled Cloud Based Server	1
4.02	Analysis Software with full graphics display, communication management and database generation for Cloud Based Server	1
4.03	Web Enabled Software for data distribution	1
4.04	Data Processing Workstation	1
5	Installation and Civil Work	
5.01	4 meters triangular lattice mast and mounting accessories	8
5.02	Installation of the remote stations with Civil work	8
5.03	Installation of the P4 outdoor video wall with civil work	2

S.No.	LIST OF DELIVERABLE ITEMS	QTY (No)
6.	Automatic backup	
6.1	4TB NAS Drive for incremental backup of existing and new system.	1
7.	Calibrators	
7.1	Handheld stand noise system with transportation kit	1
7.2	External acoustic calibrator with microphone adaptor	1
8	Transportation and insurance	
8.1	Transportation and insurance of material to respective sites	Lumpsum
9	Two Year Extended Warranty	Lumpsum
10	CAMC	
10.1	Comprehensive Annual Maintenance Cost for 4 th year	Per year
10.2	Comprehensive Annual Maintenance Cost for 5 th year	Per year
10.3	Comprehensive Annual Maintenance Cost for 6 th year	Per year
10.4	Comprehensive Annual Maintenance Cost for 7 th year	Per year
10.5	Comprehensive Annual Maintenance Cost for 8 th year	Per year
S.No.	Optional Items (Not to be added in price comparison)	QTY (No)
1	Residential Manager cost per month	2

ANNEXURE XIII: LIST OF MONITORING STATIONS

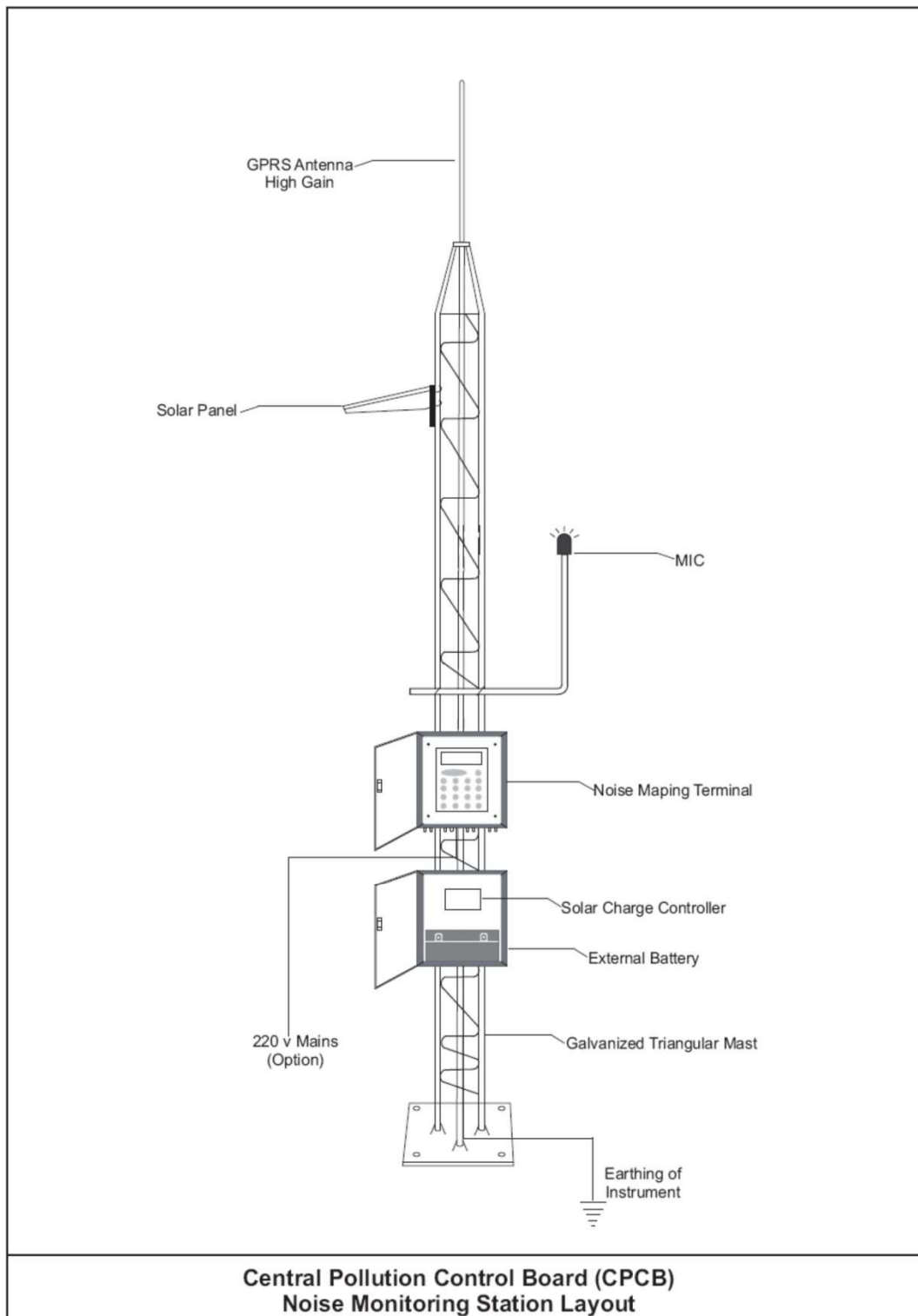
LIST OF STATIONS IN MADURAI AND COIMBATORE CITIES IN TAMIL NADU

Sl. No	City	State	Zone	Location	Latitudes	Longitudes
1	Coimbatore	Tamil Nadu	Residential	Kavundampalayam	11.04589	76.950443
			Commercial	District Collector Office	10.999826	76.967248
			Industry	SIDCO	10.943071	76.977087
			Silent Zone	PSG Hospital	11.021260	77.00533
2	Madurai	Tamil Nadu	Residential	Thirunagar	9.882034	78.058785
			Industrial	SIDCO, Kappalur	9.865961	78.022482
			Commercial	S.Railway Colony	9.919803	78.112537
			Silent	Anupanadi	9.885365	78.149415

LIST OF P4 OUTDOOR VIDEO WALL DISPLAY IN MADURAI AND COIMBATORE CITIES

Sl. No	CITY	STATE	LOCATION
1	Coimbatore	Tamil Nadu	Coimbatore District Collector office campus (tentative)
2	Madurai	Tamil Nadu	Madurai District Collector office campus (tentative)

ANNEXURE XIV: NOISE MONITORING STATION LAYOUT



ANNEXURE-XV: REPORT FORMAT

REPORT FORMAT

1. MONTHLY DATA REPORT (CITYWISE)

S. No.	Station No.	Stations Name with zone		Limit in dB(A)Leq		Day Leq. dB(A)	Day Max dB(A)	Day Mini dB(A)	Night Leq. dB(A)	Night Max dB(A)	Night Mini dB(A)
		City	Location	Day 06 AM to 10 PM	Night 10 PM to 06 AM						
1		Coimbatore	Kavundampalayam (R)	55	45						
2			District Collector Off. (C)	65	55						
3			SIDCO (I)	75	70						
4			PSG Hospital (S)	50	40						
5		Madurai	Ellis Nagar (R)	55	45						
6			SIDCO, Kappalur (I)	75	70						
7			S.Railway Colony (C)	65	55						
8			Anupanadi/Thirunagar (S)	50	40						

I=Industrial, C=Commercial, R=Residential, S=Silence Zone

2. Daily inspection report

S. No.	Stations Name	Leq. dB(A) 24 hourly	Min. Value dB(A)	Max. Value dB(A)	Avg. Battery Level 24 hrs. (Volts)	Gap/Remarks, if any
1	Kavundampalayam (Residential)					
2	District Collector Off. (Commercial)					
3	SIDCO (Industry)					
4	PSG Hospital (Silent Zone)					
5	Ellis Nagar (Residential)					
6	SIDCO, Kappalur (Industrial)					
7	S.Railway Colony (Commercial)					
8	Anupanadi/Thirunagar (Silent)					

3. Yearly report

S. No.	Station No.	Stations Name with zone		Limit in dB(A)Leq		Day Leq. dB(A)	Day Max dB(A)	Day Mini dB(A)	Night Leq. dB(A)	Night Max dB(A)	Night Mini dB(A)
		City	Location	Day 06 AM to 10 PM	Night 10 PM to 06 AM						
1		Coimbatore	Kavundampalaya (R)	55	45						
2			District Collector Office (C)	65	55						
3			SIDCO (I)	75	70						
4			PSG Hospital (S)	50	40						
5		Madurai	Ellis Nagar (R)	55	45						
6			SIDCO, Kappalur (I)	75	70						
7			S.Railway Colony (C)	65	55						
8			Anupanadi/Thirunagar (S)	50	40						

I=Industrial,C=Commercial,R=Residential,S=Silence Zone

4. Monthly report

Station Name	Limit in Leq dB (A)		January			December	
	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night	Day	Night
Kavundampalaya (R)	55	45												
District Collector Off. (C)	65	55												
SIDCO (I)	75	70												
PSG Hospital (S)	50	40												
Ellis Nagar (R)	55	45												
SIDCO, Kappalur (I)	75	70												
S.Railway Colony (C)	65	55												
Anupanadi/Thirunagar (S)	50	40												

ANNEXURE-XVI: PRE CONTRACT INTEGRITY PACT

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (herein after called the Integrity Pact) is made on.....day of the month of2024, between, Tamil Nadu Pollution Control Board, an autonomous body acting through Shri....., The Member Secretary, Tamil Nadu Pollution Control Board, Government of Tamil Nadu) hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s.....represented by Shri,..... Chief Executive Officer (herein after called the "BIDDER / SELLER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure '**Supply, Installation, Commissioning, and providing Operation and Maintenance Services of 8 No.s of Real time Ambient Noise Monitoring Stations in Tamil Nadu (4 No.s each in Coimbatore and Madurai)** and the BIDDER/Seller is willing to offer/has offered the same and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER TNPCB work under the aegis of Environment , Climate Change & Forests department, performing its functions as per the provisions of Water Act 1974, Air Act ,1981and EPA Act,1986.

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 equipment at a competitive price inconformity 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 the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here to hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- 1.1. The BUYER 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 any 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 to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4. 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 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 inquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. Commitments of BIDDERS

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:-

- 2.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, 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.
- 2.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contractor for bearing to do or 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 favour or disfavour to any person in relation to the contract or any other contract with the Government.
- 2.3. *BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.4. *BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.5. *The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defence 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.

- 2.6. 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 of services agreed upon for such payments.
- 2.7. 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.
- 2.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. The BIDDER 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 contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. If the BIDDER or any employee of the BIDDER or any person action 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 financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.
- 2.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

3.1. 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.

3.2. 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.

4. Sanctions for Violations

4.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle 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 Deposit (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 therefore.
- (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 thereon at 2% higher than 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 cases 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.

4.2. The BUYER will be entitled to take all or any of the actions mentioned at **above para 4.1 (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.

4.3. 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.

5. Fall Clause

5.1. 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 of 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 the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

6. Independent Monitors

- 6.1. 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).
- 6.2. 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.
- 6.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 6.5. 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.
- 6.6. 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.
- 6.7. 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.
- 6.8. The Monitor will submit a written report to the designated Authority of 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.

7. Facilitation of Investigation

- 7.1. 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.

8. Law and Place of Jurisdiction

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

9. 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.

10. Validity

10.1. 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.

10.2. 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.

11. The parties hereby sign the Integrity Pact at.....on.....

BUYER

BIDDER

The Member Secretary
Tamil Nadu Pollution Control Board
Guindy, Chennai, Tamil Nadu

Chief Executive Officer /
Authorized Signatory

Witness

Witness

1.

1.

2.

2.

*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.