



**India Meteorological Department
Mausam Bhawan, Lodi Road
New Delhi-110003**

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/LT/52/0419 /9908

Dated: 07.05.2019

1. Director General of Meteorology (DGM), India Meteorological Department (IMD), Ministry of Earth Sciences (MOES), Government of India, on behalf of president of India invites **ONLINE e-TENDER in Single bid system** from eligible and qualified Indian firms for the following service. **Manual bids shall not be accepted.**
2. Name of Services: **Licensing & Comprehensive AMC of Firewall /UTM (for Three years).**
3. Specification & Scope of work: **As per RFP.**
4. Tender schedule is as follows:

1.	Cost of Tender Fee (if any) :	NIL
2.	Pre-bid meeting	15-05-2019 / 1100 Hrs
3.	Closing date and time for submission of tender	12.06.2019 / 1500 Hrs
4.	Tender Opening date & time	14.06.2019 / 1200 Hrs
5.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. **Earnest Money Deposit (EMD): Rs.49,000.00** (Rupees Forty Nine Thousand only) shall be accepted from the participating firms **only** in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). **Signed and scanned copy of EMD or any other certificate must be uploaded on CPP portal (<https://eprocure.gov.in>). Original of EMD and or other certificate for exemption must be submitted in the form of Hard Copy in Central Purchase Unit (CPU), Room No.517 on or before opening of bids. EMD shall be valid for 240 days from the date of opening of tender.**
6. (a) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the tender fee and earnest money deposit (EMD). It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose. **No entrepreneur or memorandum of application form is acceptable.**

निविदा आमंत्रित करने की सूचना (एन आई टी)

ई-निविदा जाँच सं. Tender Enquiry No. CPU/LT/ 52/0419/9908

Dated: 07.05.2019

1. मौसम विज्ञान के महानिदेशक (मौविमनि) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान / वस्तुएँ / सेवाओं की आपूर्ति, संस्थापन और आरंभ के लिए पात्र और अर्हक निविदाकारों से एकल बिड प्रणाली में **ऑनलाइन** निविदा आमंत्रित करते हैं
2. सेवाओं का नाम: **Licensing & Comprehensive AMC of Firewall /UTM (for Three years).**
3. विनिर्देशन : आर एफ पी के अनुसार,
4. निविदा अनुसूची इस प्रकार है:

1..	निविदा की Cost (if any)	NIL
2.	Pre - निविदा की Meeting	15-05-2019 / 1100 Hrs
3.	निविदा जमा करने की अंतिम तिथि व समय	12.06.2019 / 1500 Hrs
4.	निविदा खोलने की तिथि व समय	14.06.2019 / 1200 Hrs
5.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक (CPU), कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

5. **धरोहर राशि (ई एम डी):** ₹ 49,000/- । केवल बैंक गारंटी अथवा मियादी जमा रसीद (एफडीआर) द्वारा ही स्वीकार की जायेंगी । ई एम डी, निविदा खोलने की तिथि से **२४० दिन** के लिये वैध होनी चाहिये।
6. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान के लिए पंजीकृत हैं, उनको धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है। यह उन बोलीदाताओं के लिए लागू है, जो माल का उत्पादन स्वंम करेगा या अपनी सेवाएं उपलब्ध कराएगा तथा ट्रेडिंग के लिए लागू नहीं होगा। कोई उद्यमी या ज्ञापन आवेदन पत्र स्वीकार्य नहीं है।

(ख) डीजीएस एंड डी / एनएसआईसी के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है। कोई अन्य प्रकार का प्रमाण पत्र स्वीकार्य नहीं होगा।

(ग) ईएमडी में छूट, निविदा खोलने की तारीख को उनके पंजीकरण की वैधता पर निर्भर करेगा ।

7. निविदाकर्ता www.imd.gov.in या <http://eprocure.gov.in> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात का उपयोग करके "डी.डी.ओ. मौसम विज्ञान का कार्यालय, भा.मौ.वि.वि., नई दिल्ली" के नाम से भारत के किसी कमर्शियल बैंक के एफ डी आर / बी जी के रूप में उक्त पैरा 5 में बताए गए अनुसार अपेक्षित ई एम् डी के साथ निविदा अपलोड कर सकते हैं।

8. ई एम डी के लिए एफ डी आर / बी जी , "मौसम विज्ञान के डीडीओ, कार्यालय महानिदेशक, भारतीय मौसम विभाग, नई दिल्ली" के पक्ष में जारी किया जा सकता है।

9. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003

10. परेषिति: मौसम विज्ञान के उपमहानिदेशक (ISS Division)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003

11. जाँच प्राधिकारी: मौसम विज्ञान के उपमहानिदेशक (ISS Division)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003



**India Meteorological Department
Mausam Bhawan, Lodi Road
New Delhi-110003**

TENDER DOCUMENT

E-Tender Enquiry No.CPU/LT/52/0419/9908

Dated -07/05/2019

SECTION – I

GENERAL INSTRUCTIONS TO BIDDERS (GIT)

(1) The Bidder shall upload following documents on CPP PORTAL <https://eprocure.gov.in/eprocure>.

(i) Checklist section (**Annexure-I** of Tender document) properly filled and signed. It should be attached in beginning of tender.

(ii) Scanned copy Earnest Money Deposit (EMD) in the form of FDR/BG (**Annexure-III** of Tender document) shall be uploaded on <https://eprocure.gov.in> as per NIT and Original EMD in physical form shall be submitted to Central Purchase Unit of IMD **on or before** opening of the tender.

(iii) Documentary evidence for fulfilment of Eligibility/Qualification criteria(s) as per RFP.

(iv) NSIC/MSME Certificate (if applicable).

(v) Tender terms & Conditions Acceptance Form (**Annexure-II** of Tender document) duly filled, signed & stamped. (i.e. bidder has agreed to all the terms & condition of tender enquiry document).

(2) Price Bid:

(i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.

(ii) Prices should be quoted as per price schedule format (**Annexure-IV** of Tender document). The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices and total tender prices of **Services, packing, inland transportation/freight/insurance to the sites, sale tax & VAT** etc against the requirement.

(iii) Costing, of each and every item, sub items offered in bidder's bid, shall be done with all breakup prices.

(iv) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.

(v) Statutory levies, taxes and duties etc., if any, chargeable on services are payable on actual basis as applicable.

(vi) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

1. Signing and Uploading of Tender: The bidder shall upload their tender on **CPP Portal** <https://eprocure.gov.in> only. Manual bids shall not be accepted. Evaluation of bids shall be done

based upon uploaded bids on CPP Portal only. **No need to upload the NIT or TE document. Only bid is to be uploaded. The volume of uploaded bid should not exceed 25 MB limit of CPP Portal.**

2. Opening of Tenders :

The purchaser will open the Online tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding bidders.

3. SCRUTINY AND EVALUATION OF TENDERS:

(1). **Unresponsive bids:**

The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. **The tenders are liable to be treated as non – responsive and will be summarily ignored if followings documents not attached along with the bid.**

- (i) Tender is unsigned. (Each page of techno-commercial bid shall be signed & stamped by authorised signatory and same be uploaded on <https://eprocure.gov.in> with digital signature).
- (ii) Checklist (**Annexure-I** of Tender document) not properly filled and enclosed.
- (iii) Tender Acceptance Form (**Annexure-II** of Tender document) not properly filled, signed and stamped (**i.e. all the terms & conditions of tender document are acceptable**).
- (iv) Tender validity is shorter than the required period.
- (v) Required EMD (Amount, validity / Exemption documents etc) have not been provided as per NIT.
- (vi) Tender fee as per NIT.
- (vii) Bidder has not agreed to give the required performance security.
- (viii) In any means/reason the incomplete bid uploaded on <https://eprocurement.gov.in> shall be treated as unresponsive.

(2). **Bid Evaluation:**

Bids shall be scrutinized and evaluated by the committee constituted by competent authority with reference to parameters prescribed in the TE document. **Wherever necessary, the purchaser will convey its observation on such ‘minor’ issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.**

The ultimate cost in respect of AMC is arrived at by considering following elements to decide the lowest bidder (L-1).

1. Basic price
2. GST (if applicable)
3. Service tax & other applicable taxes

SECTION – II
GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Eligible Bidders:** As per RFP.
 2. **Tender Validity :** The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the TE document.
 3. **Tender Fee:** As per new Government rule, Tender fee is not applicable.
 4. **Price preference:** Price preference shall be given to Micro and Small Scale Industries registered with National Small Industries Corporation or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc shall be decided as per the Government of India orders. The bidders shall have to attach valid registration certificate along with balance sheet indicating turnover etc for the previous financial year. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. ***However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.***
 5. **Earnest Money Deposit (EMD):** The bidder shall furnish its tender along with EMD for an amount as shown in the notice inviting tender (NIT). **EMD) also known as security deposit.** The EMD shall be valid for period of **sixty (60) days beyond** the validity period of the tender. EMD will **be returned to them without any interest**, after expiry of the tender validity period. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from the supplier. EMD **will be forfeited**, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period. Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser in exceptional cases.
Enterprises (M/o MSME) having valid certificate as on opening of bids **are exempted from earnest money deposit (EMD).**
- The EMD shall** be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (**Annexure-IV** of Tender document) from any commercial bank doing government business. **FDR may be issued in the favour of "DDO, O/o DGM, IMD, New Delhi"**.
6. **Performance Security:** The supplier shall furnish performance security to the purchaser for an amount equal to **Five percent (5%) of the total value of the contract** in the form of FDR or Bank Guarantee from any commercial bank, Within twenty one (21) days from date of the receipt of supply order/ award of contract, **valid up to sixty (60) days after the date of completion** of all contractual obligations by the supplier, including the warranty obligations. **Performance Security has to be submitted irrespective of its registration DGS&D/NSIC. Performance security is not relaxed to any supplier.** In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended. The purchaser will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for AMC security (if applicable) . The supplier shall submit pre receipt for obtaining their security.
 7. **Scope of Work:** As per RFP.
 8. **Penalty clause/Liquidated damages clause (LD) :** As per RFP and work order.

9. Taxes and Duties in India:

(1) Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the indenter/consignee concerned, to avoid payment of such local taxes or duties. The supplier shall pay the Octroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

Supply of Road Permits by the Indenter /Consignees: In all such cases where the requirement of Road Permit for entry of goods into a particular State is mandatory, the following provisions shall be strictly followed: -

(a) The supplier shall request the indenter /consignee for providing Road permit/ Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to Indenter/consignee.

(b) On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.

(c) The supplier shall pay the local charges/taxes (Octroi etc.) if exemption certificate not agreed by local authority and same will be reimbursed by purchaser on submission of receipt.

The supplier shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit.

(2) Income Tax and service tax etc:

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law in force. The bidders (foreign as well as Indian bidders) may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and TAN. Firm may also mention the applicable rates of TDS as per DTAA with India. Copy of same may also be enclosed. Foreign vendor shall have to mention the details of establishment in India if any.

10. Terms and Mode of Payment

Payment Terms: As per RFP. Payment shall be made subject to recoveries, if any, by way of liquidated damages /penalty clause /TDS or any other charges as per terms & conditions of contract if not specified elsewhere in the document.

The bidder shall submit particulars of his bank account required for making payments.

(a) Account Number (b) Bank Name (c) Branch Name (d) Address
(e) IFS code (f) MICR No. (g) Telephone No. (h) SWIFT code etc.

11. Termination of contract: As per RFP and work order.

12. Arbitration clause:

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the extension of contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the “List of requirements/ technical specifications” section either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. In the case of a dispute or difference arising between the Purchaser/ Consignee and all suppliers relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Director General of Meteorology. The award of the arbitrator shall be final and binding on the parties to the contract. Each party shall bear its own cost.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi. The contract shall be interpreted in accordance with the laws of India.

CHECKLIST

(Check list shall be attached in the beginning of the tender)

S. N.	Activity	Compliance Yes/ No/ NA	Page No. of your bid
1.	(i) Is DD enclosed for tender fee?		
	(ii) Have you enclosed EMD (Bank Guarantee /FDR) of required amount by name of participating firm? If EMD is submitted in the name of other firm, the bid is likely to be ignored.		
	(iii) Is Registration certificate from DGS&D /NSIC/Government bodies on SSI attached in case of relaxation of EMD?		
	(iv) Has EMD validity kept for 240 days.		
2.	Have you kept validity of your bid as per the TE document?		
3.	Have you enclosed <u>Tender Terms & Conditions Acceptance Form</u> duly filled and signed (i.e. terms and conditions are acceptable) with original set of tender. Bid is likely to be ignored, if not signed & stamped.		
4.	Have you enclosed clause-by-clause <u>compliance statement</u> for the "List of requirements/ technical specifications" section?		
5.	(i) Is copy of Permanent Account No. of bidding firm with proof enclosed?		
	(ii) Is sales & service tax number with registration certificate attached?		
6.	Whether Bidder's bank details are enclosed?		
7.	Are all the bidding documents properly signed?		

(Name & Signature with date and firm/company seal)

Tender Terms & Conditions Acceptance Form

(For all the terms & conditions of tender document are acceptable to bidder)

To
 The Director General of Meteorology,
 India Meteorological Department,
 Lodi Road, New Delhi-110003

Ref: TE document No. CPU/_____ dated _____

I/We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver *the goods and services in conformity with your above referred document.*

If our tender is accepted, we undertake to supply the goods and perform the services (Installation & commissioning etc.) as mentioned in tender document with the delivery schedule specified in the “RFP-List of requirements/ technical specifications”..

I/We further confirm that, if supply / purchase order is placed to firm, we shall provide performance security of required amount in an acceptable form for due performance of the contract.

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

I/We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

I/We confirm that we fully accept and agree to all the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum etc. if any.

(Signature with date and seal of the company)

(Name and designation)

Duly authorised to sign tender for and on behalf of bidder

**Note*: 1. Firm/company shall use their own printed letter head for issuing this certificate.
 2. Acceptance shall be unconditional.**

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
(Format only)

Whereas
(hereinafter called the “bidder”)
has submitted their offer dated.....
for the supply of
(hereinafter called the “tender”)
against the purchaser’s tender enquiry No.
KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound unto
(hereinafter called the “Purchaser”)
in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the “Director General of Meteorology, India Meteorological Department”, up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Bank Guarantee issued with the tender enquiry reference No. CPU/..... Dated.....
.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....

Seal, name & address of the Bank and address of the Branch

PRICE SCHEDULE (Financial Bid format)

Price to be quoted on firm/company letters only

S.N.	Name of Items for CAMC	Quantity	Base price	Applicable taxes & duties	Unit price	Total price (4x7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CPCES-CO-PREMIUM-ONSITE support for 12200 Next Generation Threat Prevention Appliance	2				
2	CPCES-CO-PREMIUM-ONSITE support for Smart-1 205 Appliance with Policy, Log and Event Security Management for 5 Security Gateways	1				
3	CPCES-CO-PREMIUM-ONSITE support for Add-on I/O Cards Appliance Accessories	2				
4	CPCES-CO-PREMIUM-ONSITE support for CPAC-PSU-4800/12200B and 12200 appliances AC Power Supply for 4800 Additional/replacement	2				
5	CPCES-CO-PREMIUM-ONSITE support for CPAC-RAM4GBMemory Expansion Appliance Accessories	4				
6	Security Services - Enterprise Based Protection for Checkpoint 12200 Appliance	2				
7	Smart Event and Smart Reporter bundle for Smart-1 205 for 3 year	1				

Total Tender price in figure:

And in words:

Note/instruction:

1. The quote shall be in INR only.
2. Price shall be quoted with year wise breakup for 3 years.
3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid.

Signature of Bidder_____

Seal of the Bidder_____

RFP for Licensing & CAMC of Firewall / UTM

Tender for the renewal of licence & Comprehensive AMC of Firewall/UTM installed at AMSS Palam New Delhi and RMC Kolkata via smart dash board installed at ISSD New Delhi for 3 years duration.

Scope of Tender:

1. Maintenance and renewal of licence of Firewall installed at AMSS Palam New Delhi and RMC Kolkata via smart dash board installed at ISSD New Delhi.
2. Details of hardware and software to be maintained are given in **Annexure-I**.
3. The scope of technical support includes configuration, rectification/debugging of errors present within the entire software and hardware.

Term & Condition:

1. Bidder must be original developer of application software or integrator of entire system. Integrator must have past experiences in such type of projects (Supporting documents to be attached).
2. Service provider shall maintain all the system on 24x7x365 basis.
3. During the period of CAMC the supplier shall associate IMD officials with his own engineers in diagnosis and maintenance of systems and will make available the full details of the maintenance done by them to the IMD officials.
4. The supplier shall bear all the cost towards replacement / repair of the defective equipments, components and parts etc.
5. The service provider can inspect the hardware (Dashboard) UTM/firewall installed at ISSD, India Meteorological Department Lodi Road New Delhi at any working office day.
6. Bidder shall provide the details of help desk numbers and email ID to reporting the fault.. The **Escalation matrix** shall also be provided.

Penalty Clause:

1. If there is complete failure of firewall operations for more than one hour and up to 12 hours due to failure any of the active components, hardware/software/ equipment/ inter connecting links etc then the CAMC period will be extended for 7 days.
2. If the complete failure duration extended beyond 2days and the firm is unable to repair it then IMD is free to get it repaired from any alternate source and cost of its repair will be recovered from the tenderer. Additionally, the period will be extended for 15 days and its multiple for every two days" failure duration or part of it.
3. If the above failure duration extended beyond 7days, the CAMC period will be extended by three times the number of days of failure.
4. For the purpose of penalty clause implementation, the time of failure period for repair will be counted from the time of reporting of fault during working days (all the seven days of week from 10 AM to 6 PM) and it will be counted from 2 hours after reporting the fault beyond office hours /gazetted holidays.

Payment Terms:

After successful commissioning of renewal of licence.

Force Majeure:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures. **If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions** and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with the supplier on similar lines as above for further necessary action.

Arbitration:

All disputes, differences arising under or pursuant to this agreement shall be referred to the arbitrator to be appointed by the Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-110003. Such arbitration shall be housed in New Delhi and shall be subject to and governed by the Rules there under and any amendments/statutory modifications made thereof for the time being in force.

The award of the arbitrator shall be conclusive, final and binding on the parties thereto. It shall be no objection that the arbitrator is a govt. servant and that he has to deal with the matters to whom the renewal of licence & Comprehensive AMC relates or that in course of his duties as govt. servant, he has expressed views on all or any matters in dispute or difference.

Annexure-I

Product Description	Qty
CPCES-CO-PREMIUM-ONSITE support for 12200 Next Generation Threat Prevention Appliance	2
CPCES-CO-PREMIUM-ONSITE support for Smart-1 205 Appliance with Policy, Log and Event Security Management for 5 Security Gateways	1
CPCES-CO-PREMIUM-ONSITE support for Add-on I-O Cards Appliance Accessories	2
CPCES-CO-PREMIUM-ONSITE support for CPAC-PSU-4800-12200B and 12200 appliances AC Power Supply for 4800 Additional/replacement	2
CPCES-CO-PREMIUM-ONSITE support for CPAC-RAM 4GB Memory Expansion Appliance Accessories	4
Security Services - Enterprise Based Protection for Checkpoint 12200 Appliance	2
Smart Event and Smart Reporter bundle for Smart-1 205 for 3 year	1