



India Meteorological Department
MausamBhawan, Lodi Road
New Delhi-110003

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/52/0918/9870

Dated: 19.12.2019

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 two bid systems from qualified bidders i.e. (i) Techno-commercial bid & (ii) Price bid from eligible and qualified firms for supply, installation & commissioning of following Goods/Articles/Services. Manual bids shall not be accepted.
2. Name of Goods/Article/Services: **Comprehensive Annual Maintenance Contract (CAMC) of Mirror RTH System at Office of CRS, Shivajinagar, Pune.**
3. Quantity & Specification :As per RFP section under tender enquiry document.
4. Tender schedule is as follows:

1.	Cost of Tender Document.	Nil.
2.	PRE BID Conference (A) Date & Time (B) Venue	10.01.2020/ 1100 Hrs Conference room 2 nd floor, ISSD, MausamBhawan, IMD, Lodhi Road, New Delhi-110003.
3.	Closing date and time for submission of tender	11.02.2020/1500 Hrs
4.	Tender Opening date & time (Technical Bid)	13.02.2020/1500Hrs
5.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. Earnest Money Deposit (EMD): **Rs.5,77,300/- (Rupees Five Lakh Seventy Seven Thousand Three Hundred only)**. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). Banker's Cheque/Demand Draft are NOT acceptable. Signed and scanned copy of EMD document/MSME-NSIC Certificate must be uploaded on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Original EMD document in the form of BG/FDR and Hard Copy of

MSME/NSIC Certificate for EMD-Exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before closing of bids submission date. EMD shall be valid for 240 days from the date of opening of tender.

6. (a) Micro and small Enterprises registered as OEM for stores and services specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the earnest money deposit (EMD).
(b) Firms other than SSI registered as OEM for stores and services NSIC, are also exempted for submitting EMD.
(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.
(d) The Indian partner/agent can upload single tender on behalf of their OEM, but the EMD must be submitted by the OEM in the respective foreign currency.
7. All prospective tenderers are requested to attend the Pre Bid meeting if mentioned above. The venue, date and time are indicated in the Para 4 above.
8. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <http://www.imd.gov.in/pages/tenders.php>. Bidder shall upload their tender ONLINE through <https://eprocure.gov.in/eprocure/app> along with scanned copies of EMD documents as mentioned in Para 5 above. Manual bids are NOT accepted.
9. EMD should be issued in the favour of “O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi.

10. Purchaser:

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

11. Consignee:

Head (ISSD)
India Meteorological Department
Lodi Road, New Delhi-110003

12. Testing & Acceptance Authority :

Head (ISSD)
Lodi Road, New Delhi-110003

Central Purchase Unit (CPU)
O/o Director General of Meteorology
Lodi Road, New Delhi-110003.
Email : cpu.imd@imd.gov.in

निविदा आमंत्रित करने की सूचना (एनआईटी)

ई-निविदा जाँच सं. Tender Enquiry No.CPU/52/0918/9870

दिनांक :19.12.2019

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 दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में ऑनलाइन निविदा आमंत्रित करते हैं
2. सामान/ वस्तुएँ/ सेवाओं का नाम: **Comprehensive Annual Maintenance Contract (CAMC) of Mirror RTH System at Office of CSR, Shivajinagar, Pune.**
3. विनिर्देशन और मात्रा: आरएफपी के अनुसार,
4. निविदा अनुसूची इस प्रकार है:

1.	निविदा का गजात की लागत (अप्रतिदेय) डिमांड ड्राफ्ट / पेआर्डर के रूप में	शून्य
2.	प्री बिड कांफ्रेंस (क) दिनांक व समय (ख) स्थान	10.01.2020 / 1100 Hrs ISSD , मौसम भवन, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग, लोदी रोड, नई दिल्ली -110003
3.	निविदा जमा करने की अंतिम तिथि व समय	11.02.2020/1500 Hrs
4.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	13.02.2020/1500 Hrs
5.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

5. धरोहर राशि (ई एम डी) : ₹ 5,77,300/- (₹. पाँच लाख सत्तर हजार तीन सौ केवल), बैंक गारंटी अथवा मियादी जमा रसीद (एफ०डी०आर०) द्वारा ही स्वीकार की जायेगी। ई०एम०डी०, निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये। हस्ताक्षरित ई०एम०डी० तथा अन्य दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे। मूल ईएमडी (B.G./ FDR के रूप) में और छूट के लिए किसी भी अन्य प्रमाण पत्र को केंद्रीय क्रय एकक (सीपीयू) कमरा नंबर 517 में बोलियों के जमा करने की अंतिम तिथि व समय से पहले जमा करना होगा।
6. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत है, उनको निविदा शुल्क और धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है।
(ख) एन०एस०आई०सी० 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।
(ग) ई०एम०डी० में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।
7. ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी परेपिति से ले सकते हैं। सभी भावी निविदाकर्ता प्री बिड बैठक (समारोह स्थल, तारीख और समय) में भाग ले सकते हैं यदि ऊपर पैरा 4 में अनुरोध किया गया है। ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी परेपिति से ले सकते हैं।
8. निविदाकर्ता <https://eprocure.gov.in/eprocure/app> और <http://www.imd.gov.in/pages/tenders.php> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात के अनुसार अपनी निविदा तथा

हस्ताक्षरित ई०एम०डी० दस्तावेज की स्कैन की गई प्रति वेबसाईट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे।

9. ई०एम०डी० दस्तावेज “O/o Director General of Meteorology, IMD, New Delhi” के पक्ष और नई दिल्ली में देय, जारी किया जा सकता है।

10. क्रयकर्ता:

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

11. परेषिति:

प्रमुख(ISSD), भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003

12. जाँच प्राधिकारी:

प्रमुख(ISSD), भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003

केंद्रीय क्रय एकक (CPU) ,
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली -110003

Email : cpu.imd@imd.gov.in



**India Meteorological Department
MausamBhawan, Lodi Road
New Delhi-110003**

Tender Enquiry No. CPU/52/0918/9870

Dated: 19.12.2019.

**SECTION – I
GENERAL INSTRUCTIONS TO BIDDERS (GIT)**

Note : The bidder shall submit their bid as per Scope of the RFP document.

1. Introduction:

The Purchaser has issued this TE documents for purchase of goods/stores/articles and related services as mentioned in “Request for Proposal (RFP),” which also indicates, *inter alia*, the required stores, delivery schedule, terms and place of delivery etc. This section (“General Instructions to Bidders) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of tenders.

Bidders shall have to agree/accept all the terms and conditions of tenders including payment terms etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.

2. Language of Tender:

The tender submitted by the Bidders and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the purchaser, shall be written in English language.

3. Eligible Goods and Services:

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

4. Tendering Expense

The bidder shall bear all the costs and expenditure incurred and/or to be incurred by them in preparation, and uploading their tender including attending the pre-bid conference and or arranging demonstration of Product/Services or Field trials that may be deemed necessary by the Purchaser.

5. PRE-BID CONFERENCE:

Pre-bid conference shall be held as per NIT schedule so as to provide an opportunity to the participating bidders to interact with IMD with regard to various tender provisions/clauses, before the bids are submitted. Bidders should depute their authorised representative for pre-bid meeting. In case, due to the points/doubts raised by the prospective bidders, needs to be modified, and then the same will be considered for modification. After pre-bid conference, tender conditions will be frozen. No change will be permissible after opening of Bids. Clarification needed if any may be sent before commencement of pre-bid meeting. No reply in this regard shall be sent to individual bidders. Pre-Bid minutes shall be uploaded on eProcurement portal at <https://eprocure.gov.in/eprocure/app>

6. Regular visit of website:

Prospective bidders are advised to see CPP Portal at <https://eprocure.gov.in/eprocure/app> & IMD website at <http://www.imd.gov.in/pages/tenders.php> on regular basis for any change in NIT schedule, amendment /corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

7. Amendments to TE documents:

At any time, prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendment will be uploaded on IMD web site only. In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline. Prospective bidders are advised to visit/see eprocure.gov.in/eprocure/app on regular basis for any change in NIT schedule, amendment / corrigendum in Tender Document including technical requirement.

8. Documents Comprising the Tender:

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the bidder shall comprise the followings:

(1) Techno - Commercial Tender (Un priced Tender)

The following documents are to be furnished by the bidder along with their Technical Bid. Bidder shall upload following documents on CPP PORTAL eprocure.gov.in

- (i) Registration certificate of bidding firm with government body in their country. Credential/document shall be attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of tender.
- (iv) Scanned copy Earnest Money Deposit (EMD) in the form of FDR/BG. Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before closing of bids submission date.
- (v) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (vi) Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.
- (vii) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i.e:bidder has agreed to all the terms & condition of tender enquiry document).

- (viii) Authorization letter from principal authorizing Indian representative to only submit /deposit the tender document on behalf of foreign principal. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to considered for technical evaluation.
- (ix) **Technical Bid:**
Un-priced/without price bid with make & model etc.should also be given as mentioned in Annexure-IV.
- (x) All pages of the Technical bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.

Note*

- (i) Indian firm (Supplier /Integrator /Distributors/ Distributors /Stockistetc) for imported stores shall quote in INR only. No foreign exchange shall be released by IMD and also no payment shall be made to their foreign principal.
- (ii) The above documents (signed and scanned) shall be attached in the beginning of technical bid

(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) Price Bid shall be preferred as per price schedule format (Annexure-IV).
- (iii) Costing for CAMC of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- (iv) The Supplier shall bear all the Income-tax liability as per rates prevailing at the time of undertaking the job in accordance with the Income-tax Act in force in India.
- (v) 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.
- (vi) Foreign bidder may quote in INR towards allied service in India to be taken by their local partner.
- (vii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

Note*. Price bid shall prima-facia shall be rejected in case of any deviation from the technical bid of the bidder and found that any fact concealed or hided in price bid/technical bid.

9. Signing and uploading of Tender :

The bidders shall upload their proposal ONLINE only through CPP portal <https://eprocure.gov.in/cppp/> as manual bids are not accepted.

10. Alteration and Withdrawal of Tender :

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder.

11. Opening of Tenders :

The purchaser will open the tenders online 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. Two Bid system will be as follows. The Technical Bids are to be opened in the first instance, at the prescribed time and date. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Technical Bids opening, the tender opening official(s) will read the salient features of the tenders like delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Bids of technically qualified bidders only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

12. 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 are not provided along with technical bids.

- (i) Registration certificate of bidding firm with government body in their country. Credential/document not attached.
- (ii) Tender is unsigned on each page.
- (iii) Checklist (annexure-I) is not enclosed.
- (iv) Tender Acceptance Form (annexure-II) not duly signed and stamped. (i.e. all the terms & conditions of tender document are acceptable. Original Letter shall be attached in technical bid.
- (v) Tender validity is shorter than the required period.
- (vi) Required EMD has not been provided unless exempted.
- (vii) Bidder has not agreed to give the required performance security.
- (viii) Copy of agreement of bidding firm from India with its foreign principal with the precise relationship between them and nature of services which would be available from bidding firm in India. Copy of this agreement must be attached with the tender.

(2). Technical Evaluation:

Tenders shall be scrutinized and evaluated by the committee constituted by competent authority with reference to parameters prescribed in the TE document.

Minor Informality/Irregularity/Non-Conformity:

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. 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.

(3).Financial evaluation:

Thereafter, in the second stage, the Price Bids of technically qualified bidders only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate landing cost. Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies etc as may be applicable from time to time for taking purchase decision.

Conversion of currencies to Indian Rupees for Comparison of Tenders:

In case the TE document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the BC selling rate of exchange of State Bank of India prevailing on the date of opening of financial bids.

SECTION – II
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Bidders shall have to agree/accept all the terms and conditions of tenders including payment terms etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.
2. Whenever there is any conflict between the provision in the GCC regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications”, the provision contained in the RFP shall prevail and have an over -riding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.

3. Alternative Tenders :

Alternative Tenders are not permitted. However the Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

4. 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.

5. Purchaser’s Right to accept any tender and to reject any or all tenders :

The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder or bidders.

6. Price preference:

Price preference shall be given to Micro and Small Industries registered for stores and services specified in this tender document 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 as OEM. 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.

7. Eligibility & Qualification criterion for Bidders:

Firms in given below category are eligible to participate in tender subject to registration of the firm with government bodies as per act /rules in their country and also fulfil of other specific qualification criteria, terms and conditions mentioned in technical requirement section and tender enquiry document also.

- (i) Original Equipment Manufacturer (OEM).
- (ii) Original Software Company (OSC), who developed the main application software.

- (iii) Authorized Supplier from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The bidder shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.
- (iv) Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockiest having full back to back maintenance support agreement for hardware & software from OEM & OSC etc..
- (v) Firm from India quoting on behalf of their foreign principal:
 - (a) Copy of agreement, with their foreign principal with the precise relationship between them, their mutual interest and nature of services which would be available from bidding firm from India, shall be submitted along with their tender. Whether foreign principal has agreed to provide technical support and spares after sale services. The type and nature of after sales services to be rendered by the Indian Agent
 - (b) Firm quoting on behalf of their foreign principal shall be responsible for furnishing performance security for the entire project.
 - (c) Either the firm in India on behalf of their foreign principal or the foreign principal directly bid in a tender but not the both.
 - (d) The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.
- (vi) Foreign firms registered in their countries may participate in tender. Proof of registration shall be attached with technical bid. They may associate their local partner in allied services in India by their local partner; however the foreign firms shall be responsible for their local partner work. Cost towards allied work by their local partner shall be quoted in INR only and shall be paid to local partner dually certified by foreign firms. Performance Security shall be furnished by foreign supplier including indigenous components to be taken by their representative.

8. Earnest Money Deposit (EMD) :

The bidder shall furnish along with its tender, earnest money for an amount as shown in the tender notice. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct.

The bidders who are registered as OEM on Tender submission date with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi , shall be eligible for exemption from EMD. Micro and small Enterprises specified by Ministry of Micro , Small & Medium Enterprises (MoMSME) are exempted from earnest money deposit (EMD). EMD also known as security deposit.

The EMD shall be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per Annexure-III) from any commercial bank doing government business. FDR may be issued in the favour of "DDO, O/o DGM, IMD, New Delhi". Bank Guarantee issued from the foreign banks must be authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India. Demand draft for EMD in INR submitted by foreign bidders shall not be accepted.

The clause "encashment /release of FDR/BG requires clearance certificate from Purchaser i:e DGM, IMD" must be mentioned in issued BG by Bank.

The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.

Refund of EMD: Unsuccessful bidders' earnest money 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 bidder.

Forfeit of EMD: Earnest money of a Bidder 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.

9. Performance Security:

1. Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty one (21) days from the receipt of supply order by the supplier whichever is earlier.
2. The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
3. There is no relaxation/exemption in submitting of performance security.
4. The CAMC service provider shall furnish performance security to the purchaser for an amount equal to five per cent (5%) of the total value of the CAMC Value, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider.
5. Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.
6. It shall be in any one of the forms namely Fixed Deposit Receipt or Bank Guarantee drawn/issued issued by a commercial bank doing government business in the prescribed form in favour of the purchaser. 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. Foreign bidder may submit in the form of Bank Guarantee. Bank Guarantee issued from the foreign banks must be authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India.
7. The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of performance security for CAMC (if applicable) . The supplier shall submit pre receipt for obtaining back their security.

10. 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.

11. Payment Terms:

1. The bill towards payment of CAMC charges shall be raised by the supplier/service provider quarterly. Payment shall be released on quarterly basis after deducting penalty amount, if applicable and TDS etc. on the submission of certificate of satisfactory services during the period by ISSD, O/o Director General of Meteorology based on reports from stations.
2. The payment of CAMC will be made after satisfactory completion of said period and duly certified by the consignee. The consignee shall deal this issue separately and directly. The supplier shall deal CAMC agreement and payment etc directly with the consignee.
3. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
4. 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.
5. 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.
6. Applicable GST will be included in the total cost of the supply order issued to the successful supplier. The supplier must enclose the receipt in original as proof of payment of GST for processing the payment to IMD.

12. Award Criteria:

The work order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds.

13. Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within fifteen (15) days from the date of the supplier's receipt of the purchaser's amendment /modification of the contract.

14. Fall Clause

The bidder undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of Ministry/Department of the Government of India or Public Sector Unit (PSU) and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any Ministry/Department of the Government of India or Public Sector Unit (PSU) at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and difference in the cost would be refunded by the BIDDER to the BUYER (India Meteorological Department) or it will adjusted from their bills, if the contract has already been concluded.

15. Termination of tender/contract by the Purchaser:

From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

16. 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

S. N	Activity	Compliance Yes/ No/ NA	Page No. of your bid
1	Is Firm Registration certificate from Government bodies in their country attached with technical bid?		
	(i) Have you enclosed EMD (Bank Guarantee /FDR) of required amount?		
	(ii) Is the EMD submitted by other firm other than participating firm? If yes, then bid is likely to be ignored.		
	(iii)Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
	(iv)EMD shall be valid for 240 days.		
3.	Have you kept validity of your bid as per the TE document?		
4.	Have you enclosed <u>TenderTerms & Conditions Acceptance Form</u> (Annexure-II) duly filled and signed (i:e terms and conditions are acceptable) with original set of tender. Tenders may be ignored if not signed with company seal.		
5.	Have you enclosed clause-by-clause <u>compliance statement</u> for the “List of requirements/ technical specifications” section?		
6.	Have you submitted copy of the last purchase order(s) and end user certificate?		
7.	Istender Submitted by an OEM?		
	Is tender Submitted by an integrator Agent/Dealer/Supplier/Distributor/ Stockist etc of OEM? Whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		
8.	(i) Permanent Account No. of bidding firm with proof.		
	(ii) Is GST number alongwith registration certificate attached?		
9.	Name of the firm who quoted the price		
10.	Name of tender currency		
11.	Name of the bidder with complete address to whom work orderis to be placed.		

(Name & Signature of the firm with Date & 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 provide *services in* conformity with your above referred document.

If our tender is accepted, we undertake to perform the services as mentioned in tender document with the details specified in the “RFP- List of requirements/ technical specifications”..

I/We further confirm that, if work 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 of
.....20.....

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)

S. NO.	Name of Item	Quantity	1 st Year CAMC		2 nd Year CAMC		3 rd Year CAMC		1 st + 2 nd + 3 rd Year CAMC
			CAMC Price per Item (Rs)	Total Price (3x4)	CAMC Price per Item (Rs)	Total Price (3x6)	CAMC Price per Item (Rs)	Total Price (3x8)	Total Cost (5+7+9)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
			Grand Total :

- (a) **Grand Total (1st + 2nd + 3rd Year CAMC) excluding GST :-**
(b) **Rate of GST:-**
(c) **GST amount:-**
(d) **Total cost (a+c) in Figure:-**
(e) *In words :-*

Note/instruction:

- The bidder shall use their own letter head for quoting the prices.**
- Price shall be preferred in above format.
- If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- Rate of applicable tax must be mentioned in Price Bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
- Costing for CAMC of each and every item which is offered in technical bid shall be done with all breakups.
- Price Bid (inpdf format excluding note/instruction) shall be uploaded on CPP Portal <http://eprocare.gov.in>

Signature of Bidder_____

Seal of the Bidder_____



Request for Proposal (RFP)
For
Comprehensive Annual Maintenance Contract
(CAMC) of Mirror RTH System at
Office of CRS, Shivajinagar, Pune

Government of India
India Meteorological Department
Mausam Bhawan, Lodi Road, New Delhi-11003

1. Introduction

India Meteorological Department has installed "Mirror RTH system at CRS Pune" along with the WMO Information system (WIS) which is the single coordinated global infrastructure responsible for the telecommunications and data management functions. WIS is the pillar of the WMO strategy for managing and moving weather, climate and water information in the 21st century. These systems at CRS Pune with state-of-the-art technology have become operational from November 2013 by M/s CMC Pvt Ltd. and M/s Corobor Systems, France. India Meteorological Department (IMD) fulfills the required International roles, each designated as Global Information System Centre (GISC) or Data Collection or Production Centre (DCPC) duties within the framework of WMO Information Systems (WIS). GISC New Delhi is one of the 15 designated GISCs of the WMO Information System (WIS) infrastructure. There are eight Fujitsu PRIMERGY servers to manage the GISC functionalities, as well as GTS functionalities. The entire system is configured in redundant mode of operation. Its primary role is to collect from and disseminate information to WIS centers in its AREA of responsibility through "Area Meteorological Data Communication Network" (AMDCN) and using Regional Meteorological Telecommunication Networks (RMTNs) of the GTS and the Internet. GISCs also provide search portals through which information from WMO and other interoperable systems can be discovered and accessed. India Meteorological Department proposes to award Comprehensive Annual Maintenance Contract (CAMC) of Mirror RTH system at CRS Pune along with WIS servers with all hardware and software for an initial period of **three years** for both hardware and software with provision of further extension for next two years. The details of the Hardware and software (OS and application software) to be maintained under CAMC are given in **Annexure-A**.

2.Scope of Work

- 2.1 The comprehensive maintenance contract shall include the hardware and software maintenance of entire Mirror RTH system including WIS systems, network devices, UPS at CRS Pune with the replacement of all defective parts/devices, software upgrades, updates as per WMO requirements, configurations on server and associated peripherals. All the hardware, software, UPS etc. of systems **perAnnexure-A** shall be covered in the maintenance contract. The entire contract will be comprehensive in nature. Bidder shall provide 24x7x365 days support.
- 2.2 Maintenance of Mirror RTH system at CRS Pune along with associated peripherals/ components for a period of **Three years** with provision of further extension of Two years after approval of competent authority subject to satisfactory performance during previous year. The details of hardware and software to be maintained are given in **Annexure-A**.
- 2.3 Bidder shall provide onsite maintenance whenever a problem is reported to the firm.
- 2.4 Bidder shall provide maintenance of hardware parts or sub-parts of entire system andUPS including **Battery Bank**.
- 2.5 Bidder shall provide maintenance of Operating systems and applications software of whole system.
- 2.6 Bidder is also required to provide renewal of Licenses for Operating systems and applicationsoftware including updates & upgrades as per WMO requirements free of cost during the contract period, whenever required.
- 2.7 Monthly Backup of applications software of server should be provided.
- 2.8 Restoration of server from Backup media as and when required.
- 2.9 The defective parts of any systems/subsystem under contract are to be replaced by either new parts of reputed brand or equivalent/higher in performance & capacity.
- 2.10 In case of repair of defective parts at manufacturing service centre, the transportation cost, freight charges and re-export/re-import cost including custom duty etc shall be borne by firm providing annual maintenance. It is the responsibility of Bidder to obtain required clearance from appropriate authority. During the period of repair of defective part, a standby system has to be provided by the bidder free of cost for uninterrupted operation of the system.
- 2.11 This contract specifically excludes damages caused due to fire, theft, Riots, accidents, natural hazards and high electrical voltage supply.
- 2.12 IMD will give access to the company/firm for maintenance/ servicing/ updation of the System.
- 2.13 The Bidder is required to provide complete details of its engineers along with their name and mobile numbers for contact after award of contract.
- 2.14. The bidder should always be in a position to replace defective parts for use in Server without anydelay.

- 2.15** The bidder shall provide spare parts, assemblies and sub-assemblies, which develop defects or breakdown during the period of CAMC. All spare parts replaced shall be from original equipment manufacturer /supplier of same model/equivalent or higher version.
- 2.16** Any engineer/person from the company/firm will neither open any system nor replace any spare part/machine without prior permission of IMD Officer. Otherwise, the company/firm will be responsible for the same and IMD may take necessary action accordingly.
- 2.17** The bidder shall get the maintenance of the system, including the cleaning there of, done by his Maintenance staff solely at his own risk. IMD shall not, in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the Bidder's maintenance staff during the course of maintenance under the CAMC.
- 2.18** The bidder must have expertise in corrective and preventive onsite maintenance and repair of all the systems.
- 2.19** The bidder shall be required to hand over all the equipment in working condition at the time of termination of the Contract, other-wise the equipment, found faulty, shall be rectified from any external agencies and the whole replacement/repair costs shall be borne by the Bidder only.
- 2.20** The maintenance has to be done at the highest workmanship with almost no down time to keep the system in a trouble free operational condition.
- 2.21** Each problem in system should be rectified in totality. Same problem in a system should not occur again.
- 2.22** The system should not remain down on the basis that the part equivalent to defective part is not available. The company/firm has to install/replace the latest suitable parts in the system so that the operational work is not hampered.
- 2.23** Bidder shall always associate IMD officers in resolving the hardware/software issue and provide detailed write-up about how the problem was resolved.
- 2.24** The bidder shall do preventive maintenance quarterly.
- 2.25** Maintenance of interconnecting cables, networking cables, connectors and power cables.
- 2.26** Defective parts and batteries etc. should be replaced with same make and model or with equivalent reputed brand compatible with the system. The detail like make, model, serial number, year of manufacturing etc. of the replaced parts should be properly entered in the service report.
- 2.27** If any networking equipment like router, firewall, hubs or switches fails, these are to be replaced within 12 hours with new or serviceable device without affecting the operation of the system.
- 2.28** In addition to the items mentioned in Hardware details, the maintenance contract shall also include maintenance and replacement of batteries connected with

the 40 KVA UPS.

- 2.29** The bidder will also be responsible for configuring the networking components like Routers, Firewalls, switches etc. along with their licenses up gradation whenever required.
- 2.30** Bidder should provide the online web based helpdesk to report the fault/problem. Log of the incidents of fault/problem reported, attended, rectified with time should be maintained in the help desk portal and made available to IMD. The details of fault rectification should also be entered in the log book. All the entries must be verified and counter signed by the designated officer of IMD at the site.
- 2.31** The bidder has to give an undertaking that it will not use IMD data for any other purposes including commercial.

3. Terms and Conditions:

- 3.1** The bidder shall quote the price for Three years of CAMC for Mirror RTH system along with GISC at CRS Pune in the format given in Annexure-B. The charges for each year shall be quoted separately. However, in deciding the lowest bid, all three years charges together will be taken into consideration. The CAMC shall be awarded initially for a period of Three years.
- 3.2** The CAMC may be extended for a period of another two years after completion of three years of CAMC on the same terms and conditions on yearly basis depending upon the satisfactory service provided by the bidder during the contract period after approval of the competent authority. In case of such extension, the lowest CAMC price quoted out of the CAMC price for three years shall be considered as the CAMC price for the entire extended CAMC period.
- 3.3** The bill towards payment of CAMC charges shall be raised quarterly by the service provider. Payment shall be released on quarterly basis after deducting penalty amount, if applicable and TDS etc. on the submission of certificate of satisfactory services during the period by ISSD, O/o Director General of Meteorology, based on reports from station.
- 3.4** RTH and WIS /GISC are high availability system which works round the clock. In case of any problem, the company's engineers have to attend the fault even during odd hours in night and also on holidays, under the CAMC.
- 3.5** Bidder shall maintain all the system on 24x7x365 basis.
- 3.6** Bidder should submit a detailed CAMC plan including preventive maintenance schedule in the contract agreement after award of work order.
- 3.7** Bidder should provide the details of its call center/ helpdesk/ web portal meant for booking the complaints round the clock along with the contact numbers like mobile nos., phone nos., e-mail address and names etc. of its service Engineers available

on 24 hrs service. Escalation matrix containing such information should also be submitted for the purpose to be used in case the fault is not rectified within stipulated period.

- 3.7.1 DGM, IMD, New Delhi reserves the right to terminate the maintenance contract any time with prior notice of one month to the firm in the event of not fulfilling the terms and conditions, unsatisfactory performance etc.
- 3.7.2 The CAMC shall come into force from the date of signing of the contract by the representatives of IMD and the firm.

- 3.8 Bidder will provide one resident engineer during CAMC period. He should have SW background and CCNA (network certified) with 2 years work experience and should be available on all the days from 1000 hrs to 1800hrs (Monday to Sunday including Holidays) and even after 1800 hrs in case of emergency without any extra payment. The engineer should be capable of handling the system including OS, application software, its backup and restoration, network configuration including router, firewall and switches etc. The engineers should be equipped with mobile phones to ensure their availability.
- 3.9 The firm has to submit the list of engineers to **be deployed at IMD Pune site** with their qualification, experience and contact details. The firm has to update the same immediately on change so that fresh entry pass can be issued by IMD on return of the existing pass.

- 3.10 If a service Engineer remains absent or on leave without providing substitute, the CAMC period shall be extended by double of the period of absence of engineer.

Service Window

The Service Window for onsite AMC support at IMD is required as under: -

Location	Days	Service Timings	Mode of Delivery
IMD CR&S Office, ShivajiNagar Pune	Monday to Saturday including Holidays	Office hours (1000 to 1800 hrs)	Resident Engineer
IMD CR&S Office, ShivajiNagar Pune	Monday to Sunday including holidays	Beyond office hours	Engineer on call

3.11 The bidder should be ready to accommodate required changes/upgrades/updates etc in software in order to fulfill the requirement of WMO during CAMC period free of charge. Such modifications should be done within stipulated period to meet the WMO objective and time line.

4. **Bidder qualification criteria:**

4.1 The bidder must have back to back support arrangement from M/s COROBOR SYSTEMS, France for software maintenance. Back to back support certificate must be attached with technical bid. The bidder should have experience in maintaining equipments such as **software and OS on servers, PC's, network equipment like switches, routers, firewall etc with their configuration** for at least two years during last five years. The supporting document in this regard must be submitted along with the technical bid.

4.2 The company must have its own presence. Address and Telephone nos. of its offices and helpdesk along with the escalation matrix must be provided.

4.3 The company should have ISO certification for IT related services.

5. **Response Time:**

5.1 To keep the response time minimum, the maintenance engineer should be available within 2 hours of reporting of fault beyond office hours.

5.2 In case of complete failure of RTH operation, the fault shall be rectified within 6 hours after reporting.

5.2.1 In case of failure of standby machine, the fault shall be rectified within 7 days without affecting operation of RTH.

6. **Penalty Clause:**

6.1 If there is complete failure of RTH operations for more than 6 hours due to failure of any of the hardware/networking equipment/ interconnecting links then the penalty shall be recovered from the amount of CAMC for the unserviceable period at the rate of 0.25% per day from the amount of the CAMC of the Mirror RTH (unserviceable) subject to ceiling of 10% of the CAMC charges per quarter till the restoration of the system and operation.

6.2 If any of the standby machines fails without affecting the operation of the Mirror RTH, then they should be repaired within 7 days. If it fails to rectify the fault within the above mentioned period, a penalty shall be recovered from the amount of CAMC for the unserviceable period at the rate of 0.25% per day of the amount of the CAMC of the device failed till its repair subject to ceiling of 10% of CAMC charges per quarter till the rectification of the device.

- 6.3 If the Bidder is not able to rectify the fault within 48 hrs. In case of complete failure and 15 days in case of failure of standby systems/machines then IMD may get the system rectified from any external agency and whole replacement/repair cost will be borne by the bidder only and shall be deducted from CAMC charges.
- 6.4 External factors and severe natural calamity beyond human control shall be exempted from the penalty clause.
- 6.5 Paying Authority: Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-110003.

7. **Payment terms:**

Payment shall be released on quarterly basis after deducting penalty amount (if applicable) & TDS etc. after adjusting the penalty duration on the submission of certificate of satisfactory services during the period from the designated Nodal Officer from ISSD New Delhi.

8. **Pre-bid meeting**

Any clarification required shall be discussed and clarified during the pre-bid meeting which will be held in MausamBhawan IMD. Prospective bidders may send their queries for discussion during pre-bid meeting preferably 5 days in advance by e-mail to sankar.nath@imd.gov.in and sl.singh@imd.gov.in.

9. **Compliance/Non-compliance Statement:**

To facilitate quick evaluation of the proposals, the bidder should submit in a tabular form a detailed compliance/Non-compliance statement pertaining to each para and sub-para of this RFP as per **Annexure-B**. The technical specification and other requirements contained in the RFP are essentially required to be met fully by the bidders. Reasons for Non-compliance, if any, may also be given in detail. Details/supporting documents for compliance may also be provided. Conditional compliance submitted by the bidder shall not be considered as “complied” and this may lead to rejection of the bid.

The bidder is required to submit un-priced list of deliverables in tabular form as per **Annexure-C** along with the technical offer.

10. **Arbitration Clause:**

If the 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

requirement/technical specification section either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the application 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 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.

The venue of arbitration shall be the place from where the contract has been awarded, i.e. New Delhi. The contract shall be interpreted in accordance with the Govt. of India law.

11. On expiry of contract

The Bidder shall be required to hand over all the Systems in working condition at the time of expiry of the CAMC, failing which, IMD will estimate the likely expenditure through OEM or external agencies for replacement/repair of faulty equipment/components and the same will be imposed on the Bidder and deducted from the CAMC charges, performance security deposit etc. as the case may be.

Annexure-A

List of Hardware and Software covered under CAMC of Mirror RTH System at CRS Pune

S.No.	Description	Qty.	Make and Model
1.	Server	8	Fujitsu PRIMERY RX300 S7
2.	Raid Disk	4	Fujitsu ETERNUS DX60 S2
3.	21" Color Monitor	8	Fujitsu Display L22T-3 LED
4.	Supervisory & operator terminals	12	Fujitsu ESPRIMO P400 E85+
5.	Laser Printer Color	1	HP CL1 6015N
6.	Color Scanner	1	HP ScanJet 5590
7.	LTO-4 TAPE DRIVE	2	Fujitsu Desktop LTO-4
8.	Laser Printer (Duplex Mono)	2	HP LJ Pro 400 M401dn
9.	Laptop	2	Fujitsu LIFEBOOK S751
10.	FAX Modems	2	Multitech V.92 Desktop Modems
11.	Mobile modems	2	Multitech GPRS Cellular Modems
12.	Switching Router	2	Cisco 3900 series
13.	Internet Router	2	Cisco 3900 series
14.	Hardware firewall	2	Checkpoint UTM-1 Edge N Series
15.	24 Port layer 2 Switch	4	Allied Telesis GS950/24
16.	8 Port Layer 2 Switch	2	Allied Telesis GS950/8
17.	40KVA UPS with Two hour backup	2	Power One U403R32R
18	Data Storage	4	Fujitsu Externus,Dx60 S2
19	4 Port KVM switch	2	DKVM 4U
20	Communication Subsystem	1 lot	Corobor
21	Digi Port Server	2	Digi TS 8
SOFTWARE			
22	System Software	8 Sets	Cent OS 5.5
Application Software			
23	National and International Servers (Message Switching System)	4 Sets	Corobor
24	FTP/MAIL/WEB Servers	2 Sets	Corobor
25	WIS Servers	2 Sets	Corobor
26	GPS Hardware	1 Set	Symmetricom-Sync Server S200

Table for compliance statement:

Details of solution offered as required by the IMD under RFP for each para/sub-para separately including compliance to each para to be provided in the following format:

S.No.	Para & Sub-para	Technical details of solution	Compliance / Non-compliance Noted	Remarks
1				
2				
3				
.				
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Annexure-C

PRICE SCHEDULE (Financial Bid format)

S. No.	Name of Item	Qty.	1 st Year CAMC		2 nd Year CAMC		3 rd Year CAMC		1 st + 2 nd +3 rd Year CAMC
			CAMC Price per Item (Rs) (4)	Total Price (3x4) (5)	CAMC Price per Item (Rs) (6)	Total Price (3x6) (7)	CAMC Price per Item (Rs) (8)	Total Price (3x8) (9)	Total Cost (5+7+9) (10)
(1)	(2)	(3)							
			Grand Total :

- (c) Grand Total (1st + 2nd+3rd Year CAMC) excluding GST :-
(d) Rate of GST:-
(c) GST amount:-
(d) Total cost (a+c) in Figure:-
(e) In words :-