



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

**NOTICE INVITING TENDER (NIT)**

**Tender Enquiry No. CPU/53/0719/1528 Dated: 07.04.2020**

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 tenders in Two Bid System, i.e. (1) Technical Bid & (2) Price Bid, for procurement of following Goods from eligible and qualified Indian Bidders (Firms).

2. Name of Goods : Assembled PCB of DIB & Transmitter 403 MHZ

3. Specification and Quantity : As per "RFP" (Quantity = 5,000 Nos.)

4. Tender Schedule :

1.	PRE BID Conference	NA
2.	Closing date and time for submission of tender	19.05.2020 at 1700Hrs
3.	Tender (Bid) Opening date & time	21.05.2020 at 1200Hrs
4.	Place of Tender Opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi

5. Earnest Money Deposit (EMD): **Rs.2,40,000/-** (Rupees Two lakh Forty Thousand only). The EMD should be either in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee (B.G.) issued by any Bank in India . Any other form of EMD is not acceptable.

6. EMD documents should be issued in the favour of "DDO, O/o Director General of Meteorology, IMD, New Delhi" and payable at New Delhi.

7. Bidders may download the **Tender Enquiry Document** from the web site [www.imd.gov.in](http://www.imd.gov.in) or [www.eprocurement.gov.in/cpp](http://www.eprocurement.gov.in/cpp) and read the tender documents carefully before uploading their Bids on CPP Portal.

8. (a) SSI, Micro and Small Enterprises registered as manufacturers for the goods specified in this tender with any of the government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted from submitting the Earnest Money Deposit (EMD).

(b) The Firms, other than SSI, who are registered as manufacturers for stores and services with NSIC, are also exempted from submitting the EMD.

(c) The Firms claiming exemption in EMD must submit a Hard Copy of their valid registration certificate on or before the date of opening of tender.

9. Bidders shall ensure that their bids are complete in all respects before uploading the same on CPP Portal. CPU will not be held responsible for any delay or corruption in the uploaded bids.
10. In the event of the tender opening date being declared as holiday for the purchase organization, the tender will be opened on the next working day. The venue and time of tender opening will remain the same.
11. Purchaser : The President of India  
Through Director General of Meteorology,  
India Meteorological Department,  
Lodi Road, New Delhi-110003
12. Consignee: DGM (UAID),  
India Meteorological Department,  
Lodi Road, New Delhi-110003
13. Inspecting Authority: Director General of Meteorology,  
India Meteorological Department,  
Lodi Road, New Delhi-110003.
14. Inspection officer : Authorized Representative of Inspecting Authority  
  
Director, Central Purchase Unit (CPU)  
O/o Director General of Meteorology,  
India Meteorological Department,  
Lodi Road, New Delhi-110003.  
Telefax No: 011-24698148



भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली -110003

निविदा आमंत्रित करने की सूचना (एन आई टी)

**निविदा जाँच सं. CPU/53/0719/1528 दिनांक : 07.04.2020**

1. मौसम विज्ञान के महानिदेशक (मौ.वि.म.नि.) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान की आपूर्ति के लिए दो बिड प्रणाली अर्थात ( तकनीकी बिड और दर बिड ) में ओनलाइन टेंडर आमंत्रित करते हैं केवल भारतीय पात्र और अर्हक निविदाकारों से ।
2. सामान/ वस्तुएँ/ सेवाओं का नाम: Assembled PCB of DIB & Transmitter 403 MHZ
3. विनिर्देशन और मात्रा: As per "RFP" (Quantity = 5,000 Nos.)
4. निविदा अनुसूची

1	प्री बिड कांफ्रेंस	नहीं
2.	निविदा जमा करने की अंतिम तिथि व समय	19.05.2020 1700 बजे
3.	निविदा (बिड) खोलने की तिथि व समय	21.05.2020 1500 बजे
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौ.वि.म.नि. का कार्यालय, भा.मौ.वि.वि , लोदी रोड, नई दिल्ली

5. Earnest Money Deposit (EMD): **Rs.2,40,000/-** (Rupees Two lakh Forty Thousand only). The EMD should be either in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee (B.G.) issued by any Bank in India . Any other form of EMD is not acceptable.
6. ईएमडी के कागज़ "DDO, O/o Director General of Meteorology, IMD, New Delhi" के नाम पर बनाये जायें जिसका भुगतान New Delhi में हो ।
7. निविदाकर्ता [www.imd.gov.in](http://www.imd.gov.in) और [www.eprocure.gov.in](http://www.eprocure.gov.in) वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात ध्यान से पढ़कर अपनी निविदा सी पी पी पोर्टल पर डालें ।

8. (ए) लघु, लघु और मध्यम उद्यम मंत्रालय (एमओएमएसएमई) द्वारा निर्दिष्ट किसी भी सरकारी निकाय के साथ इस निविदा में विनिर्दिष्ट भंडार और सेवाओं के निर्माताओं के रूप में पंजीकृत एसएसआई, माइक्रो और लघु उद्यमों को बयाना जमा राशि (ईएमडी) जमा करने से छूट दी गई है।
- (बी) एनएसआईसी के साथ भंडार और सेवाओं के निर्माताओं के रूप में पंजीकृत एसएसआई के अलावा अन्य फर्मों को भी ईएमडी जमा करने से छूट दी गई है।
- (सी) ईएमडी में छूट पाने के लिये फर्मों को वैध प्रमाणपत्र की फोटो प्रतिलिपि निविदा खोलने की तिथि तक जमा करानी होगी।
9. निविदाकर्ताओं को यह सुनिश्चित करना होगा कि उनकी सभी निविदाएँ सभी तरह से पूर्ण हैं किसी भी प्रकार के विलम्ब अथवा नुकसान के लिए क्रय संगठन जिम्मेवार नहीं होगा।
10. यदि निविदा खोलने की तारीख के दिन क्रय संगठन का अवकाश घोषित होता है तो निविदा अगले कार्य दिवस को खोली जाएगी। निविदा खोलने का स्थान और तारीख वही रहेंगे।
11. क्रयकर्ता: भारत के महामहिम राष्ट्रपति  
भा.मौ.वि.वि.के माध्यम से  
भारत मौसम विज्ञान विभाग,  
लोदी रोड, नई दिल्ली-110003
12. परेषिति: मौसम विज्ञान के महानिदेशक (यू ए आई डी)  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003
13. जाँच प्राधिकारी: मौसम विज्ञान के उपमहानिदेशक (यू आई)  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003
14. जाँच अधिकारी: जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि  
निदेशक, केंद्रीय क्रय एकक(कें.क्र.ए),  
मौसम विज्ञान के महानिदेशक का कार्यालय,  
लोदी रोड, नई दिल्ली- 110003  
टेलीफैक्स सं. : 011-24698148



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

**E-Tender Enquiry No.CPU/53/0719/1528 Dated: 07.04.2020**

The Purchaser, India Meteorological Department (IMD), Ministry of Earth Sciences (MoES), Govt. of India has issued this Tender Enquiry (TE) Document for procurement of following Goods/Services as per the details mentioned in Section "RFP", which also indicates *inter alia*, the required stores, delivery schedule, terms and place of delivery etc.

- 1. Description of Goods : Assembled PCB of DIB & Transmitter 403 MHZ**
- 2. Quantity : 5000 Nos. (Five Thousand)**
- 3. Bid System : TWO BID**

The bid has to be submitted online on e-procurement portal hosted at website <https://eprocure.gov.in/eprocure> as per the process mentioned on the same website. Bidders are advised to follow the instructions provided on the said e-procurement website. Bidders can contact the office by E-mail on [dataual@gmail.com](mailto:dataual@gmail.com) / [cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in) for any technical/financial queries regarding registration and submission of their bids on the above portal.

2. The Technical Bid prepared by the Bidder shall include the following:-

i)	Bid Security ( EMD ) as specified in NIT
ii)	Standard Forms as specified in Chapter 8

3. All bids must be accompanied by a Bid Security (EMD) as specified in NIT and must be delivered to the above address before the date and time indicated in NIT. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.

4. The Director General of Meteorology, India Meteorological Department (IMD) reserves the right to accept or reject any or all tenders / offers either in part or in full or to split the order without assigning any reasons there for. NIT and Tender Document have been published on Government's Central Public Procurement Portal (CPPP) <https://eprocure.gov.in> as well as this Office's Website: [www.imd.gov.in](http://www.imd.gov.in) which may also be referred for more details.

## CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents (Apart from Notice Inviting Tender) have been divided into Eight Chapters :

Chapter No.	Name of the Chapter
1	Instructions to Bidder (ITB)
2	Conditions of Contract ( GCC + SCC )
3	Schedule of Requirements
4	Specifications, Allied Technical Details And Scope of Supply
5	Qualification requirements
6	Price Schedule Forms
7	Contract Form
8	Standard Forms

## LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BS	BID SECURITY
CIF	COST INSURANCE & FREIGHT
CIP	CARRIAGE PAID TO
IMD	INDIA METEOROLOGICAL DEPARTMENT
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
FCA	FREE CARRIER
FOB	FREE ON BOARD
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
ICC	INTERNATIONAL CHAMBERS OF COMMERCE
IEMs	INDEPENDENT EXTERNAL MONITORS
IP	INTEGRITY PACT
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
IT	INCOME TAX
ITB	INSTRUCTIONS TO BIDDERS
JS (A)	JOINT SECRETARY (ADMINISTRATION)
LC	LETTER OF CREDIT
LD	LIQUIDATED DAMAGES
MAF	MANUFACTURER AUTHORISATION FORM
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
MSME	MICRO, SMALL AND MEDIUM ENTERPRISES
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

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## **A. Introduction**

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

### **1.1 Eligible Bidders**

This Invitation for Bids is open to all suppliers who fulfill the eligibility criteria as per chapter 5.

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

Bidders who fulfill the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

### **1.2 Cost of Bidding**

**The Bidder shall bear all costs associated with the preparation and submission of its bid. The Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.**

### **1.3 Fraud and corruption**

The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

<b>Sr. No.</b>	<b>Term</b>	<b>Meaning</b>
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## **B. The Bidding Documents**

### **1.4 Cost of Bidding Documents**

The bidding documents are to be downloaded from e-procurement website at <https://eprocure.gov.in/eprocure> as per the procedure mentioned on the said website. The bidding document is free of cost.

### **1.5 Content of Bidding Documents**

The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents (Apart from Notice Inviting Tender) have been divided into Eight Chapters.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

### **1.6 Amendment to Bidding Documents**

At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have downloaded the Tender Document should surf e- procurement website <https://eprocure.gov.in/eprocure/app> from time to time to know about the changes / modifications in the Tender Document. All prospective bidders are expected to surf the website before formulating and submitting their bids to take



cognizance of the amendments.

In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on both the websites.

### **Preparation of bids**

#### **1.8 Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical.

The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for all the documents provided by the Supplier.

#### **1.9 Documents Comprising the Bid**

**The bid prepared by the Bidder shall include the following as per the requirement of the Tender Document:**

##### **\*\* CHECK LIST FOR BIDDERS :**

The Bidders are required to upload the following documents along with the bid.

- (1) Scanned copy of Earnest Money Deposit (EMD)- FDR/BG/MSME/NSCI Certificate (As specified in NIT). Hard Copy of EMD to be submitted in the office.
- (2) Bid Form
- (3) Scanned copies of Registration Certificate / Memorandum & Articles of Association and any other documents to certify the nature of existence of the Organization
- (4) Scanned copies of Audited Annual Accounts along with Audit Report of last three financial years
- (5) Annual Report of last three years
- (6) Scanned copy of valid PAN of the Organization, Tax Account Number (TAN) and GST Number
- (7) An Authorization Letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm
- (8) A Declaration that the organization has not been blacklisted (To be given by the Authorized Signatory of the Organization)
- (9) Affidavit regarding Correctness of Bid
- (10) Affidavit regarding No Near Relative working in Department
- (11) Bankers Details
- (12) Principle place of business (Address for postal correspondence)
- (13) Technical Bid
- (14) Financial Bid (Price Schedule)

The documents comprising the Bid should be submitted in the **above sequence in orderly manner**.

#### **1.10 Bid form and Price Schedule**

The bidder shall complete the Bid Form and the appropriate Price Schedule form as given in Chapter- 6 furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule Form shall be submitted in accordance with ITB Clause of the bidding documents.

#### **1.11 Bid Prices**

The Bidder shall indicate on the appropriate Price Schedule Form, the unit prices and total bid prices of the Goods / Services it proposes to supply / to provide (render) under the contract.

Prices indicated in the Price Schedule Form shall be entered separately in the following manner:

##### **(a) For Goods manufactured within India :**

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	GST and other taxes like LBT / Octroi etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the Price Schedule Form.
iv)	The installation, commissioning and training charges including any incidental services, if any.

Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

The price quoted shall remain fixed during the contract period and shall not vary on any account.

All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the bid.

The purchases by IMD for scientific purposes are allowed at concessional rate of custom duty and GST as per the notifications issued by Government of India.

In case of imports, the Freight & Insurance will be paid by the Purchaser, as the consignments are to be shipped through the Purchaser nominated Freight Forwarder (**unless otherwise mentioned specifically**).

**Note:** All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT (TDS), GST, LBT / Octroi etc.), wherever applicable.

### 1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India.

### 1.13 Documents Establishing Bidder's Eligibility and qualifications

The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
(b)	Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the Goods.
(c)	In case a bidder not doing business within India, it shall furnish the certificate to the effect that the bidder is or will be represented by an agent in India, equipped and able to carry out the supply, maintenance, repair obligations etc. during the warranty and post warranty period or ensure a mechanism at place for carrying out the supply, maintenance, repair obligations etc. during the warranty and post-warranty period.

Conditional tenders / offers shall **not** be accepted.

### 1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin at the time of shipment.

To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
(b)	A list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods during the warranty period following commencement of the use of the goods by the Purchaser in the Price- bid ; and
(c)	An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

### 1.15 Earnest Money Deposit (EMD) / Bid Security (BS)

The EMD shall be furnished in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per Annexure-C) from any commercial bank within India. FDR should be issued in the favour of "DDO, O/o Director General of Meteorology, IMD, New Delhi". The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender. The scan copy of the Earnest Money Deposit (EMD)/MSME Certificate has to be uploaded on the e-procurement website. Original copy of the EMD/MSME Certificate should be kept in the Technical Bid envelop and to be submitted in this office physically on or before the last date of submission of bids.

#### B. In the case of indigenous bidders :

a) The EMD shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

Bids submitted without EMD/BS will stand rejected. EMD/BS will not be accepted in the form of Cash/Cheque or any other form other than FDR/Bank Guarantee. No interest is payable on EMD/BS.

The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid Security's forfeiture.

The bid security shall be in Indian Rupees for offers received for supply within India. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Commercial Bank operating in India in the form provided in the bidding documents and valid for 60 days beyond the validity of the bid. <b>OR</b>
(b)	FDR issued in the favour of "DDO, O/o Director General of Meteorology, IMD, New Delhi" payable at New Delhi.

The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the ITB are invoked.

The EMD/Bid Security Document should be submitted in its original form. Copies shall not be accepted.

Bid Security / EMD is a mandatory requirement and exemption is applicable to the firms registered with NSIC / MSME only for the manufacture of the tendered goods and not for selling products manufactured by other companies.

The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.

The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest.

The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; <b>OR</b>
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of issue of Supply Order/Work Order/Rate Contract.

Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker (issuing the Bank Guarantee) to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

### 1.16 Period of Validity of Bids

Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by E-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

Bid evaluation will be based on the bid prices without taking into consideration the above corrections

### **1.17 Format and Signing of Bid**

The bids shall be submitted as specified in the NIT through e-procurement system hosted at website <https://eprocure.gov.in/eprocure> as per the process mentioned on the same website.

In case the bids are invited on single bid basis, then the Bidder shall submit his / her techno- commercial offer (technical literature / specifications & commercial terms & condition only) in a single bid envelope & shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. Scan copy of the same (Technical Bid) has also to be uploaded on E-procurement portal. Price bid must be submitted through e-procurement portal only.

In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Bid Form and Price Schedule forms. The Bidder shall prepare two copies of the technical bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate & the copies of the documents submitted as a part of Technical Bid in e-procurement system should reach this office before the last date of submission of bids on e-procurement system.

**However, it may please be noted that the Price Bid must be submitted through e-procurement portal only. No hard copy of Price Bid will be accepted in any case.**

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or an authorized person of the firm. All pages of the bid, except for un-amended printed literature, shall be initialled by the authorized person signing the bid.

Any interlineations, erasures or overwriting shall be valid only if they are initialled by the authorized person signing the bid.

### **D. Submission and sealing of Bids**

#### **1.18 Submission, Sealing & Marking of Bids**

The bidders may submit their bids online on e-procurement portal hosted at <https://eprocure.gov.in/eprocure> and duly sealed technical bids (with soft copy) along with Earnest Money Deposit may be submitted generally by post or by hand at the Institute on or before last date of submission of bids.

**a) The soft copy of the Technical Bid has to be submitted on e-procurement site <https://eprocure.gov.in/eprocure> as per the instruction given at the site.**

**b) Price has to be filled on e-procurement site <https://eprocure.gov.in/eprocure> . Bidders are required to submit the standard BoQ as per the format prescribed in the bidding document by filling the necessary white cells of the excel sheet (unprotected cells) only. In addition to this, the scanned copy of duly filled in and signed Price Bid in pdf. format shall also be uploaded on the above e-procurement site. The prices quoted in the excel sheet format will prevail if noticed any discrepancy in the figures of the excel sheet and pdf. copy of price bid uploaded. The prices filled in the e-procurement site will be treated as final and shall be binding to the vendor.**

Bidders are advised to follow the instructions provided in on the said e- procurement website.

#### **1.19 Due date for Submission of Bids**

Bids must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://eprocure.gov.in/eprocure> e-procurement portal of the Institute.

Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <https://eprocure.gov.in/eprocure> .

#### **1.20 Submission of Bids**

Online submission of the bid will not be permitted on the e-procurement portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

The copies of the documents submitted as a part of Technical Bid in e-procurement system should reach this office before the

last date of submission of bids on e-procurement system. The bids shall be liable to reject if the document not received within stipulated deadline and the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. In case of any discrepancy between online uploaded technical bid and hard copy submitted in this office, the online copy shall be considered as final.

**1.21 Withdrawal, Substitution and Modification of Bids**

The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e- procurement system.

No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

**E. Opening and Evaluation of Bids**

**1.22 Opening of Bids by the Purchaser**

Opening of Bids by the Purchaser will be done as per the provisions of the e-procurement system. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid system, the Price bid shall be opened only after technical evaluation.

Bidders interested in participating in the bid opening process, should witness the tender opening process on e-procurement system.

**1.23 Confidentiality**

Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract/Supply Order.

Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

**1.24 Clarification of Bids**

**To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.**

**1.25 Preliminary Examination**

The Purchaser shall examine the bids to (1) confirm that all documents and technical documentation as requested have been provided and (2) determine the completeness of each document submitted.

The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and may be ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

I	The Bid is unsigned
ii	The Bidder is not eligible
iii	The Bid validity is shorter than the required period
iv	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
V	Bidder has not agreed to and not given the required performance security
Vi	The goods quoted are sub-standard, not meeting the required specification, etc.
Vii	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
viii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

(b) Bid Form and Price Schedule Form, in accordance with **ITB Clause**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

**1.26 Responsiveness of Bids**

Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; <b>OR</b>
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; <b>OR</b>
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

### 1.27 **Non-Conformity, Error and Omission**

Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

### 1.28 **Examination of Terms & Conditions, Technical Evaluation**

The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause.**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.

If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

### 1.30 **Evaluation and comparison of bids**

The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.

The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

#### (a) **For Goods manufactured within India**

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	GST and other taxes like LBT / Octroi etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

In case of Purchase of many items against one tender, which are not inter-dependent or, where compatibility is not a problem, normally the comparison would be made on ex-works.

The GCC and the SCC shall specify the mode of transport i.e. whether by air / ocean / road / rail.

### **1.31 Comparison of Bids**

**The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with ITB Clause 1.30.**

IMD is following and abide with the Public Procurement (**Preference to Make in India**) Order 2017, Department of Industrial Policy & Promotion, Ministry of Commerce and Industry, **Order No. P-45021/2/2017-B.E.II** dated 15th June 2017 and subsequent amendments to the order. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify that the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.

### **1.32 Contacting the Purchaser**

Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

### **1.33 Post qualification**

In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.

The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

## **F. Award of contract**

### **1.34 Award Criteria**

**Subject to ITB Clause 1.37, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.**

### **1.35 Purchaser's right to vary Quantities at Time of Award or later**

**The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Chapter 4 without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period.**

### **1.36 Purchaser's right to accept any Bid and to reject any or all Bids**

**The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.**

### **1.37 Notification of Award**

Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder by writing a letter or by e-mail that the bid has been accepted and a separate purchase order shall follow through post.

Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.

Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

### **1.38 Signing of Contract**

Promptly after notification, the Purchaser shall send the Purchase Order to the successful Bidder.

### **1.39 Order Acceptance**

The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB**

**Clause1.15.**

The order acceptance must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and forfeiting of the bid security of the defaulting firm. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

**1.40 Performance Security**

Within 21 days of receipt of the notification of Award of Contract / Supply Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in the Purchase Order, valid for the time period of at least 60 days after the warranty period.



## CHAPTER 2

### CONDITIONS OF CONTRACT

#### A. GENERAL CONDITIONS OF CONTRACT (GCC)

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2.2	Contract Documents
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2.35	Taxes and Duties
2.36	Right to use Defective Goods
2.37	Site preparation and installation
2.38	Integrity Pact

**Note: The General Conditions of Contract shall form the part of Contract/Purchase Order/Supply Order.**

## A. GENERAL CONDITIONS OF CONTRACT

### 2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

S.N.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training, maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Purchaser	India Meteorological Department (IMD), Ministry of Earth Sciences (MoES), Govt. of India
(m)	The final destination	The place named in the SCC.

### 2.2 Contract Documents

Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

### 2.3 Fraud and Corruption

**The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,**

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent Practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

## 2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### Amalgamation/Acquisition etc.:

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

### **Indemnity Bond**

In order to safeguard the interest of IMD, the supplier should submit Indemnity Bond (Annexure-J) on Rs.500/- non judicial stamp paper within 14 days of placing of the order for Purchase Order having value above Rs. 25 lakh.

### **Patent Indemnity**

a) The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(1)	the installation of the Goods by the Supplier or the use of the Goods in India <b>AND</b>
II)	the sale in any country of the products produced by the Goods

b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

## 2.5 Scope of Supply

**Scope of Supply (i.e. the Goods to be supplied and Related Services to be performed).**

## 2.6 Suppliers Responsibilities

The Supplier shall supply all the Goods and perform all Related Services included in the Scope of Supply and the Delivery & Completion Schedule relating to delivery and document.

## 2.7 Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## 2.8 Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 2.9 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## 2.10 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

## 2.11 Use of Contract Documents and Information

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in

connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**2.12 Performance Security (PS)**

Within 21 days of receipt of the notification of award of Supply/Purchase Order, the Supplier shall furnish performance security in the amount specified in the Purchase Order, valid till at least 60 days after the warranty period. Alternatively, the PS may also be submitted at the time of release of final payment in cases where part payment is made against delivery & part on installation.

The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in Indian Rupees only by the supplier.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

In the event of any contract amendment, the supplier shall, within 14 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

The order confirmation should be received in this office within 10 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**2.13 Installation, Commissioning, Demonstration, Inspections and Tests**

**Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter.**

**2.14 Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

**2.15 Delivery and Documents**

Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Purchase Order. The details of shipping and/or other documents to be furnished by the supplier are as given below or /and as specified in SCC.

<b>Details of Shipping and other Documents to be furnished by the Supplier are :</b>	
<b>A</b>	<b>For goods manufactured or supplied from within India</b>
	Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and the copies thereof by e-mail
A	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
B	Packing list
C	Certificate of country of origin
D	Insurance certificate, if required under the contract
E	Railway receipt/Consignment note

F	Manufacturer's warrantee certificate and in-house inspection certificate, if any
G	Inspection certificate issued by purchaser's inspector, if any
H	Any other document(s) as and when required in terms of the contract
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
<b>NOTE:</b>	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s).
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
	The clearing of the consignment at Delhi shall be done by the supplier.

The mode of transportation shall be as specified in SCC.

The Bidders may please note that the delivery of the system should be strictly within delivery schedule mentioned in the Purchase Order.

Goods should not be dispatched until the vendor receives a firm Purchase Order.

#### **2.16 Insurance**

The Goods supplied under the Purchase Order/Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

#### **2.17 Transportation**

In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

#### **2.18 Incidental Services**

**The supplier may be required to provide any or all of the services, including training, if any, as specified in Chapter 4.**

#### **2.19 Spare Parts**

**The Supplier shall be required to provide any or all of the materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier**

#### **2.20 Warranty**

a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

c) **Unless otherwise specified in the SCC/RFP**, the warranty shall remain valid for Eighteen (18) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.

d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.

e) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.

f) Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.

g) The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.

h) Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. Upon receipt of such notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

- i) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- j) In case of any replacement during the warranty period the same shall be made free of cost by the supplier. All the duties / taxes relating to these replacements have to be borne by the supplier.
- k) Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent, the supplier has to bear all charges. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Supplier for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days).

**2.21 Terms of Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the Purchase Order/Supply Order or mentioned in RFP.

The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

Payments shall be made promptly by the Purchaser after submission of the Invoice or claim by the Supplier. Payment shall be made strictly in INR subject to submission of applicable GST amount.

**2.22 Change Orders and Amendments in Supply Order.**

The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

a	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
b	The method of shipping or packing;
c	The place of delivery; and/or
d	The Services to be provided by the Supplier.
e	The delivery schedule.

If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be ascertained within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

**2.23 Assignment**

**The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.**

**2.24 Subcontracts**

**The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.**

**2.25 Extension of time (Delivery Period Extension)**

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the Delivery schedule specified by the Purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty/LD, in which case the extension shall be ratified by the parties by amendment to the Contract. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

**2.26 Penalty clause**

**Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.**

**If the supplier fails to supply the goods within specified period mentioned in the tender, penalty will be imposed @ 0.5% per week up to 10% max of Total Value of Supply Order and the amount will be deducted from the Invoice/Performance Security.**

**2.27 Termination for Default**

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

(a)	If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

A	The Performance Security/EMD will be forfeited;
B	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
C	However, the supplier shall continue to perform the contract to the extent not terminated.

**2.28 Force Majeure**

Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is 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 obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

**2.29 Termination for Insolvency**

**The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.**

**2.30 Termination for Convenience**

The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a)	To have any portion completed and delivered at the Contract terms and prices ; <b>and / or</b>
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods / Services and for materials and parts previously procured by the Supplier.

**2.31 Settlement of Disputes**

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 "RFP" 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.

### **2.32 Governing Language**

**The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.**

### **2.33 Applicable Law / Jurisdiction**

**The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.**

### **2.34 Notices**

Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **2.35 Taxes and Duties**

For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, GST, etc., incurred till its final manufacture / production and supply to destination.

If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

### **2.36 Right to use Defective Goods**

**If after delivery, installation and within commissioning & acceptance and within warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.**

### **2.37 Site preparation and installation**

**The Purchaser is solely responsible for the construction of the equipment sites unless otherwise specified in Chapter 4 in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award / contract. For the installation site, please refer the clause of Final Destination as specified in Chapter 2 (Special Contract Conditions).**

### **2.38 Integrity Pact**

All organizations under MOES including IMD have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.5 Crore. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding. Panel of Independent External Monitors (IEMs) provided by MoES with the approval of CVC.

The integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

The bidder is required to sign Pre-Contract Integrity Pact as specified in Chapter 2 (Special Contract Conditions). The format of Integrity Pact is as given in **Chapter – 8**.



**CHAPTER 2 SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)
GCC 2.1.1(l)	<b>The Purchaser is:</b> THE DIRECTOR GENERAL OF METEOROLOGY, INDIA METEOROLOGICAL DEPARTMENT, LODI ROAD, NEW DELHI- 110003, INDIA.
GCC 2.1.1(m)	<b>The Final Destination is:</b>  As per RFP
GCC 2.12.1	The amount of the <b>Performance Security</b> shall be <b>10% of the contract value</b> , valid up to at least 60 days after the date of completion of contract obligations including warranty obligations.
GCC 2.14.2	<p><b>The marking and documentation</b> within and outside the packages shall be marked with proper paint / indelible ink.</p> <p>( a ) Each package should have a packing list within it detailing the Part No.(s), description, quantity etc.</p> <p>( b ) Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all sides and top.</p> <p>( c ) Each package should be marked as 1/x, 2/x, 3/x..... x/x, where "x" is the total No. of packages contained in the consignment.</p> <p>( d ) All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage.</p>
GCC 2.15.3	<p>( a ) In case of supplies from within India, the <b>mode of transportation</b> shall be by <b>Air / Rail / Road</b>.</p> <p>( b ) In case of supplies from abroad, the <b>mode of transportation</b> shall be by <b>Air/Sea</b>.</p>
GCC 2.16.1	The <b>Insurance</b> shall be for an amount equal to <b>110% of the FOB</b> value of the contract from "warehouse to warehouse (final destination)" on "all risk basis" including strikes, riots and civil commotion, in addition to <b>storage policy for 60 days</b> is advised so as to ensure the inspection by the Indian Agent at the time of opening the packages.
GCC 2.20	The period of validity of the Warranty shall be: The warranty shall remain valid for <b>Eighteen (18)</b> months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination or for <b>Twenty Four (24)</b> months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
GCC 2.21.1	The <b>method and conditions of payment</b> to be made to the Supplier under this Contract shall be as follows:
	<p><b>B Payment for Goods and Services supplied from India:</b></p> <p>The payment shall be made in Indian Rupees, as follows:</p> <p>( a ) On Acceptance: <b>Hundred (100%)</b> percent of the Contract value shall be paid to the Supplier after successful site acceptance test (SAT). <b>or as per RFP</b></p> <p>( b ) <b>E-Payment:</b> All payments. IMD prefers to make Electronic Transfers (RTGS) / (NEFT)</p> <p><b>NOTE:</b></p> <p>➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</p>
GCC 2.26.1	( a ) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise EMD/PS may be forfeited and also LD clause will be applicable /enforced

	(b) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 1 % of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c) IMD reserves the right to cancel the order in case the delay is more than 10 weeks. ) Penalties, if any, will be deducted from the EMD/PS
	(d) The <b>maximum</b> amount of <b>penalty</b> shall be <b>10%</b> .
	(e) The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 2.33.1	The <b>place of jurisdiction</b> is Delhi, India.

**CHAPTER 3**

(To be filled by the bidder and enclosed with the Technical Bid)

**SCHEDULE OF REQUIREMENT**

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder (in reference to Scope of Supply) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

**A) Delivery Schedule:**

Sr. No.	Brief Description of Goods and Services	Quantity & Unit	Delivery Schedule

Period of delivery shall start from : \_\_\_\_\_

**B) Term of delivery / Delivery Term :**

Goods from Abroad	
Goods from India	

**C) Time frame required for conducting installation, commissioning of the equipment, acceptance test, training, etc. after the arrival of consignment or before dispatch of equipment:**

Sr. No.	Activity	Time Frame
1	Site Preparation (if required)	Not applicable
2	Installation & Commissioning	Not applicable
3	Site Acceptance Test	Not applicable
4	Training (Factory training, Site training)	Not applicable
5		

Place : .....

Signature of : .....  
the Bidder

Date : .....

## **CHAPTER 4**

### **SPECIFICATIONS AND ALLIED TECHNICAL DETAILS**

**Note: 1) Optional items mentioned in the quotation will not be considered for commercial evaluation**

2) Items to be supplied should be quoted in Indian Currency only

#### **Scope of Supply As per RFP**

##### **Acceptance Test**

The acceptance test will be conducted by the Purchaser after the equipment is received in their store. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified. In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser. Successful conduct and conclusion of the acceptance test for the supplied goods and equipment shall also be the responsibility and at the cost of the Supplier.

#### **Delivery Schedule As per RFP**

#### **Commercial evaluation of bid**

The bid will be treated as **incomplete** if bidder has **not quoted** for all the components given in scope of supply (clause 4.2) and **the incomplete bid will be rejected**. The bidder should also quote for all incidental services (clause 4.5). The bid will be commercially evaluated for the components in the scope of supply.

**CHAPTER 5**  
**Qualification Requirements**

**The Bidder shall furnish documentary evidence along with Technical Bid to support the following Qualification Criteria:**

**1)** The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' **eligibility criteria**, as mentioned in the form as per **Annexure-G of Chapter- 8**.

**2) Financial Qualifying Criteria:**

**The Bidder shall furnish documentary evidence to meet the following Financial Qualifying Criteria:**

a) An **undertaking (self-certificate)** is to be submitted that the Organization has not been blacklisted during last 3 years by any Central / State Government Department/Organization in the form as per **Annexure-E of Chapter- 8**.

b) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March, 2019 should be at Rs.1 Crore (Rs. 10 million) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

c) Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31st March, 2019.

d) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 31st March, 2020 and also should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March, 2020.

**Note: In case of Indian Bidders/companies (manufacturer or principal of authorized representative) who have been restructured by Banks in India, under the statutory guidelines, they would be deemed to have qualified the Financial standing criteria considering the institutional financial backing available to them.**

**3)** The Bidder should be a manufacturer /authorized representative of a manufacturer. The manufacturing will be as per design of SAMEER/IMD. No change in design is acceptable.

**4) Experience and Technical Capacity:**

**The Bidder shall furnish documentary evidence to demonstrate that it meets the manufacturing criteria of circuit plates.**

**CHAPTER 6-: PRICE SCHEDULE**

**(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)**

Tender No: \_\_\_\_\_ Tender Date: \_\_\_\_\_

Quotation No. \_\_\_\_\_ Date: \_\_\_\_\_

Quotation Valid Upto:

Country of Origin: _____					Currency: INR	
Sr.No.	Description of Item		Quantity	Unit	Rate	Amount
	Catalogue, Part/Model No.	Specifications				
1.	Assembled PCB of DIB & Transmitter 403 MHz		5000			
2.	Transportation Charges					
3.	Packing Charges					
4.	GST					
5.	TOTAL					

**SIGNATURE OF AUTHORISED PERSON**

## CHAPTER 8

### STANDARD FORMS

<b>S.N.</b>	<b>Name of the Form</b>	<b>ANNEXURE</b>
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Form/Earnest Money Deposit	C
4	Performance Security Form	D
5	Non Black Listing Self Certificate	E
6	Tender Acceptance Form	F
7	Eligibility Certificate	G
8	Pre Contract Integrity Pact	H
9	Compliance Table	I
10	Indemnity Bond	J

**NOTE :** The Successful Bidder shall have to submit the Documents with reference to Annexure – H, I & J after Award of Contract as mentioned in Purchase Order.

**Bidder Information Form**

1. [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No \_\_\_\_\_.:[insert number from Invitation for bids]

0 1 .	Bidder's Legal Name <i>[insert Bidder's legal name]</i>
0 2 .	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
0 3 .	Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
0 4 .	Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
0 5 .	Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
0 6 .	Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i>  Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i>  Email Address: <i>[insert Authorized Representative's email address]</i>
0 7 .	Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above.

Signature & seal of Bidder \_\_\_\_\_

Bidder Name \_\_\_\_\_

Business Address \_\_\_\_\_



**MANUFACTURERS' AUTHORIZATION FORM**

**[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]**

Date : *[insert date (as day, month and year) of Bid Submission]*

Tender No. : *[insert number from NIT]*

To : **[insert complete name and address of Purchaser]**

**WHEREAS**

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

**We hereby extend our full guarantee and warranty in accordance with Clause 2.20 of the General Conditions of Contract, with respect to the Goods offered by the above firm.**

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer] Name: [insert complete name(s) of authorized representative(s) of the Manufacturer] Title: [insert title]

Duly authorized to sign this Authorization on behalf of: ***[insert complete name of Bidder]***

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ***[insert date of signing]***

BID SECURITY FORM/EARNEST MONEY DEPOSIT

Whereas \_\_\_\_\_  
 (hereinafter called the tenderer) has submitted their offer dated \_\_\_\_\_  
 \_\_\_\_\_ for the supply of \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called the tender)

Against the Purchaser's Tender 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 assigns by these parents. Sealed with the Common Seal of the said bank on this day : \_\_\_\_\_

**THE CONDITIONS OF THIS OBLIGATION ARE:**

(1 )	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2 )	If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity
(3 )	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4 )	Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_  
 (Signature of the authorized officer of the Bank)

Name and designation of the officer

Branch

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

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc

**PERFORMANCE SECURITY FORM**

**WHEREAS** .....

(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

**AND WHEREAS** it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

**AND WHEREAS** we have agreed to give the supplier such a bank guarantee;

**NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of.....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(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

**Note:** Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

**Non-Black Listing Self Certificate**

This is to certify that M/s. \_\_\_\_\_ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

**Authorised Signatory Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**TENDER ACCEPTANCE FORM**

(To be given on Company Letter Head)

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

To,

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

Ref: Tender Enquiry document No. CPU/53/\_\_\_\_\_ 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 "List of requirements/ technical specifications" section.

I/We further confirm that, if our tender is accepted, we shall provide you with a 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 agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum etc. if any.

(Signature with date) : \_\_\_\_\_

(Name and designation) : \_\_\_\_\_

(With Official Seal)  
(Duly authorized to sign the tender  
for and on behalf of the bidder)

---

**Eligibility Certificate**

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

**Authorised Signatory Name:** \_\_\_\_\_

Designation: \_\_\_\_\_

PRE CONTRACT INTEGRITY PACT

**General**

This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of \_\_\_\_\_ 2017, between, on one hand, the Director General of Meteorology, IMD, New Delhi acting through Dr. / Shr....., ..... Designation of the officer, Ministry/ Department,

Government of India (hereinafter called the 'BUYER", which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s

\_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called

the 'BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

**NOW, THEREFORE,**

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

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

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

The parties hereto agree into this Integrity Pact and agree as follows:- **Commitments of the BUYER**

The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide and such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the

**BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceeding, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted the BUYER the proceedings under the contract would not be stalled.**

### **Commitments of BIDDERS**

**3.** The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-

The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration Reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

\* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

\* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

\* The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

\* The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

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

The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.



The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.

If BIDDER or any employee of the BIDDER or person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financially interested/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender.

**The term 'relative' for this purpose would be as define in Section 6 of the Companies Act 1956.**

The BIDDER shall not lend to or borrow any money from or entire into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

#### **4. Previous Transgression**

The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

While submitting the bid, the Bidder shall deposit an amount as specified in NIT as Earnest Money/ Security Deposit, with the BUYER.

The Earnest Money/ Security Deposit shall be valid upto a period of six months or the complete conclusion of the contractual obligation to the complete satisfaction of the both the BIDDER and the BUYER, including warranty period, whichever is later.

In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### **6. Sanction for Violations**

Any breach of the aforesaid provisions by the BIDDER or any on employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitled the BUYER to take all or any one of the following actions, wherever required.

- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii) The Earnest Money (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
- iii) To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.
- iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

**Viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.**

**ix) in case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.**

**(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.**

The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **7. Fall Clause**

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

**8. Independent External Monitors**

The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.

As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

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

**11. Validity**

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

**12.** The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

**BUYER**

**BIDDER**

**Name of the Officer Designation Deptt./Ministry**

**Witness**

**Witness**

1. \_\_\_\_\_

1. \_\_\_\_\_

2. \_\_\_\_\_

2. \_\_\_\_\_

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

**COMPLIANCE TABLE**

S.N.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	This is to certify that we are eligible to bid for this tender as per Annexure	Yes / No	Yes / NA
3	Bid Validity (180 days after the date of Bid opening)	Yes / No Bid valid up to _____	Yes / NA
4	Warranty starting from the date of acceptance of stores.	Yes / No	Yes / NA
5	Agree to submit Performance Security 10% of Purchase Order Value	Yes / No	Yes / NA
6	Bidder Information Form enclosed as per Annexure	Yes / No	Yes / NA
7	Manufacturers Authorisation Form (MAF) Annexure	Yes / No	Yes / NA
8	Certification of Non-black listing (Self Certification) as per Annexure	Yes / No	Yes / NA
9	Performance Statement Form enclosed as per Annexure	Yes / No	Yes / NA
10	Service Support details enclosed as per Annexure	Yes / No	Yes / NA
11	Copy of Firm's / Company's Permanent Account No. (PAN) issued by Income Tax Department, Govt. of India.	Yes/No.	Yes/NA
12	Copy of last three years Income Tax Return of the firm / company.	Yes/No.	Yes/NA
13	Copy of Firm's / Company's Goods & Service Tax (GST) Registration issued by GST Department / Authority of the respective state.	Yes/No.	Yes/NA
14	Agree to sign & submit Pre-Contract Integrity Pact as per Annexure	Yes/No.	Yes/NA

**( Strike-off whichever is Not Applicable )**

The Bidder should submit other documents such as fulfillment of financial qualification criteria , Schedule of Requirement (Chapter-3) and other standard forms as specified in Chapter-8.

## INDEMNITY BOND

No. -----

Date:-----

**1) Amalgamation/Acquisition**

In the event of M/s ----- proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----

-----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director General of Meteorology, INDIA METEOROLOGICAL DEPARTMENT, New Delhi to fulfill the contractual obligations as per the terms of the IMD Global Tender and quotation of M/s. -----

-No. ----- dated-----and INDIA METEOROLOGICAL DEPARTMENT, New Delhi S.O. No.-----dated -----

----- The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

**2) Joint Venture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IMD for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IMD.

**3) Patent Indemnity**

The Supplier shall, subject to IMD's compliance and indemnify and hold IMD and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which IMD may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. -----

Principal Supplier. Indian Agent

For M/s. -----



**Govt of India**  
**Ministry of Earth sciences**  
**India Meteorological Department**  
**Lodhi Road, New delhi-110003.**

**Request for Proposal(RFP)**

**For**

**Procurement of Assembled PCB for GPS based  
Pilot Balloon sonde (5000Nos.)**

**(DEC, 2019)**

**Upper Air Instrument Division, DGM**  
**New Delhi**

## 1. Introduction

In house the conventional technology was used for obtaining Pilot balloon observation which is now the needs to modernized at par of the world level observational system to collect more accurate meteorological data to improve more accurate weather forecasting. Under The IMD modernization scheme the instruments and the methods of obtaining of upper air observation are also needs to be updated with state of the art technically. There are several techniques for measuring wind with a balloon or with a combination of balloon and radiosondes. Where the radiosondes measure winds it is called radio wind sonde is the best method. These winds measurement technique tracks the balloon externally using one of three following methods.

Presently there is state of the art technique available to measure the upper air wind profile by GPS based Pilot Balloon observation. GPS receiver directly measures the driftvelocity of the balloon and have the wind. Two major advantages of the GPS based techniques are the high accurate and precision of the wind measurement and worldwide coverage of GPS.

The new GPS based PB sonde is designed/developed, tested and achieved the more accurate and precise results The old PB observations systems are to be replaced with state of the art GPS P.B. technique and to be implemented in IMD for all the PB stations in phasing manner. India Meteorological Department network is engaged in collection of upper atmospheric data up to a height of 35 km.with RS/RW and 12 Km with GPS Pilot Balloon sonde. Now the India Meteorological Department is going to manufacturing in-house 403 Mhz GPS based Pilot Balloon sonde with the available resources in Upper air instrument division workshop at New Delhi with the procurement of the required material etc.

## 2. Background

GPS Based Pilot balloon sonde is an instrument for obtaining the wind profile of the upper atmosphere more than the height of 12 Km. using balloon to carry the payload of instrumentation. These 403 Mhz GPS based PB-sonde are to be manufactured in the Office of Director General of Meteorology(Upper Air Instruments) workshop at New Delhi, therefore is an urgent need to change the electronics of this instrument to surface mount technology (SMT) from the conventional packages. For this purpose bids are being invited for identifying responsive firms for providing PCBs, assembled PCB,s using automatic SMT assembly line.

## 3. Scope of Work

Successful bidder shall provide at least 5000 PCS. of PCB, in a year, assembled with components with the help of (SMT) surface mount technology, as per the bill of material attached vide Annexure-I, to the O/o DGM(UAID), India Meteorological Department, Lodi Road, New Delhi. Technical specification/details of the requirement of the PCB,s are attached vide annexure-II . The firm shall procure the components from respective OEMs or their authorized representatives for use in the PCBs and the documentary proof must be attached with their bid.

## 4. Product Warranty

The supplier shall provide warranty for a period of one year with replacement of defective PCBs, at IMD, New Delhi.

## 5. Documentation

### ***Documents/manuals to be supplied by successful bidder***

All products being supplied by the successful bidder shall include documentation in English language which will cover the following:

- Product specifications.
- Replacement procedure of defective modules.
- Best practice procedures to be adopted for handling the PCB.

## 6. Non disclosure agreement

*The firm shall not divulge the technical details as mentioned in this documents and annexure to any third party such as individuals or firms or in public forums and will provide a non disclosure agreement to IMD.*

## 7. Delivery.

a) Delivery;-

Delivery of total number of units as per list of deliverables shall be done through single or multiple consignments, amounting to not less than 2500 units per consignment, The first supply must be with a period of two months from the date of supply order and complete the order with a period of three months from the date of supply order. The payment will be Lot wise subjected to acceptance of the material by consignee.

b) Destination of Delivery:-

At Stores of Workshop, UAID, India Meteorological Department , Lodi Road, New Delhi 110003.

**9. Testing and Acceptance**

The bidder shall submit test and acceptance plan for comments by IMD. The random samples of each consignment shall be tested at factory premises by officials of DGM (UAID), IMD, New Delhi, according to the test document.

**10. Bidding Procedure**

- i) The bid shall consist of single bid.
- ii) The bidder shall submit the detailed consolidated price proposal containing clearly the scope of supply under rates quoted including all applicable Taxes and delivery charges etc.
- iii) In view of the estimated tender value, we request that the Annual Financial Turn over requirement for the bidders is accepted to a minimum amount of RS. 01 (One) Crore.
- iv) As the PCB is already designed, manufactured & tested by IMD/ Sameer. No change in design is acceptable at the end of manufacturer.

**11. Payment**

- i) Tender should allow:- The 100% payment shall be made against delivery of full or partial quantities subject to 10% PBG would be submitted for the full contract value within 21 days of the date of Supply order.
- ii) The 100% payment shall be made Lot wise on acceptance of Lot by the consignee and supplier have to complete the supply in Two lots. First lot must be in Two months and remaining in Three months from the date of Supply order.



**LIST OF DELIVERABLES**

**EQUIPMENT**

**NO. OF UNITS**

- |  |            |
|--|------------|
| 1. Data integration Board and 403 Mhz Transmitter<br>( In Single PCB assembled with components ) | 5,000 Nos. |
|--|------------|

**SPECIFICATION Data integration Board (PCB) and 403 Mhz Transmitter ( In Single PCB assembled with components )**

**Introduction**

PCB uses SMT devices. List of the devices is attached. The PCB is to be assembled in automatic pick and place machines or equivalent arrangement.

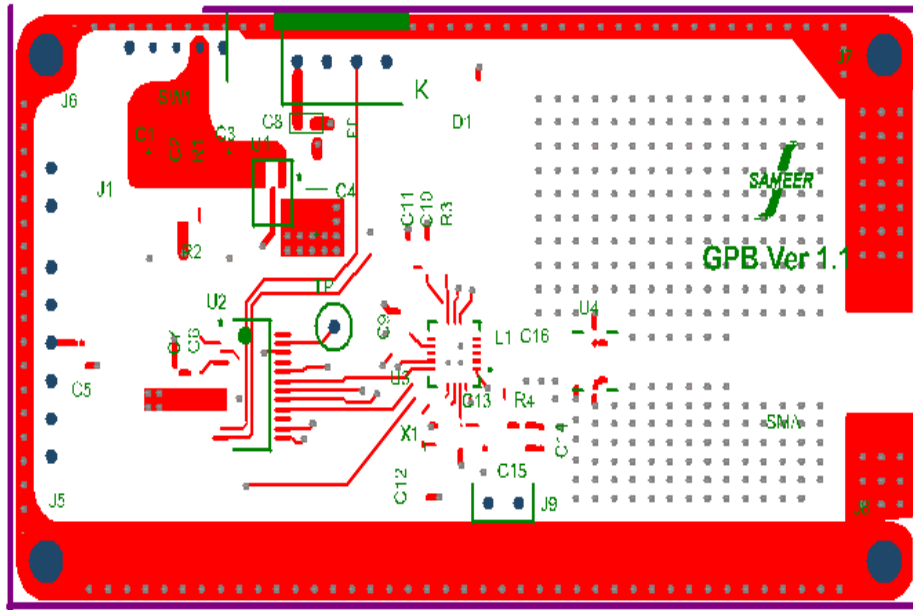
**Technical details**

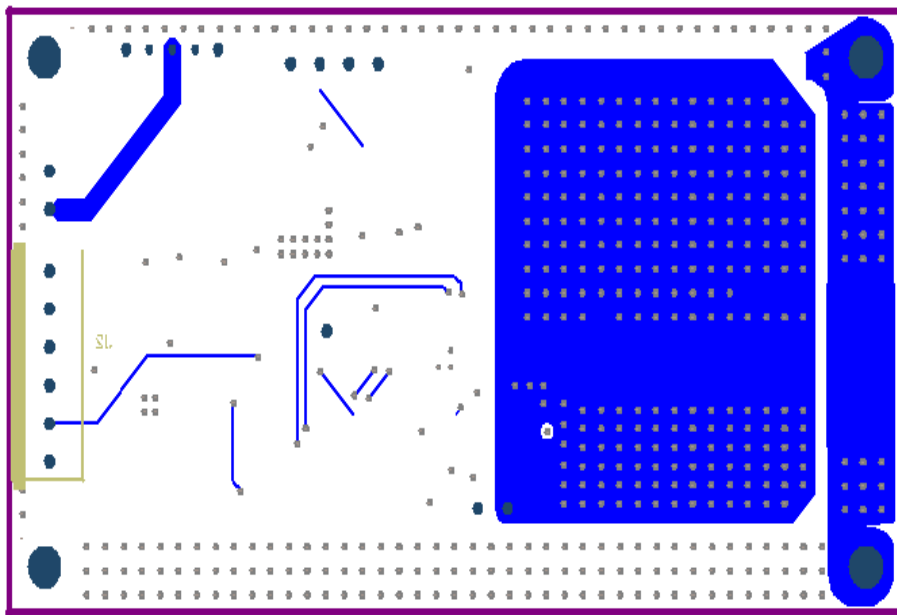
**Bill of material for single PCB**

PCB uses SMT devices. List of the devices is attached. The PCB is to be assembled in automatic pick and place machines.

1. Dimensions  
Length 77 mm    Breadth 40 mm    Thickness 0.8 mm  
As specified in the GERBER file.
2. Material  
The PCB is to be made of good quality FR4 material.
3. Packaging  
Each PCB should be provided in protective packing to ensure damage free delivery.
4. Component layout  
The track and component layouts will be provided in GERBER file.

		Layer stack up				
L1	TOP	0.035		Finish Copper		
		0.15		preprags		
L2	GND	0.035		Inner layer		
		1		1/1 1.00 mm Laminate		
L3	PWR	0.035		Inner layer		
		0.15		preprags		
L4	BOTTOM	0.035		Finish Copper		
Total Thickness		1.44 +/-10% mm				
IMPEDANCE :50 OHM SINGLE ENDED						
Layer	Impedance types	Reference layer	Suggested Gerber trace width		Targeted Impedance	Achieved impedance
L1	Single Ended	L2	9.58 MIL		50 OHM	50.01 ohm +/- 10%





5. List of components:-

Sr No		VALUE	PACKAGE	MFR PART NO.
1	C1	10uf,16v	1206_tantalum	TAJA106K016RNJ
2	C2,C5,C7,C8,C9,C14	0.1uF	*0603	C0603X104K5RACTU
3	C3,C4	1uf	1206_tantalum	TAJA105K035TNJ
4	C6,C11,C15	1uf,10v	*0603	CC0603KRX5R6BB105
5	C10	100pf	*0603	06035A101JAT4A
6	C12,C13	22pf	*0603	GRM1885C1H220JA01D
7	C16	8.2pf	*0603	CC0603DRNPO9BN8R2
8	D1	LED	1206	150120SS75000
9	L1	220nH SHIELDED	*0603	MLF1608DR22JT000
10	R1	10k	*0603	RC0603FR-0710KL
11	R2	3.3k	*0603	ERJ-3GEYJ332V
12	R3	330R	*0603	CRCW0603330RFKEA
13	R4	22 R	*0603	CRO603-FX-22R0ELF
14	SW1	1825232-1	RIGHT ANGLE SPDT SLIDE SWITCH	1825232-1
15	U1	LP5907QMFx-3.3Q1	SOT-23	LP5907QMFx-3.3Q1
16	U2	EFM8UB11F16G	QSOP-24	EFM8UB11F16G-C-QSOP24
17	U3	Si4032-B1-FM	QFN20	Si4032-B1-FM
18	U4	RF1419D	SM-3838-8	RF1419D
19	J1	Relimate	RELIMATE2	
20	J3	RELIMATE4	RELIMATE4	
21	J9	2.54 mm jumper		MC-2228CG
22	X1	30 MHz	403_X_TAL_PACKAGE	LFXTAL069407