



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/52/0920/9955

Dated: 05.10.2020

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 e-TENDER in two bid systems from qualified bidders i.e. (i) Techno-commercial bid & (ii) Price bid from eligible and qualified firms for supply, installation & commissioning of following Goods/Articles/Services. Manual bids shall not be accepted.
2. Name of Goods/Article/Services: Procurement of Load Balancer at Mausam Bhawan campus.
3. Quantity & Specification : As per RFP section under tender enquiry document.
4. Tender schedule is as follows:

1.	PRE BID Conference (A) Date & Time (B) Venue	26.10.2020/ 1100 Hrs ISSD, Mausam Bhawan, IMD, Lodi Road, New Delhi-110003.
2.	Closing date and time for submission of tender	18.11.2020/ 1700 Hrs
3.	Tender Opening date & time (Technical Bid)	20.11.2020/ 1200 Hrs
4.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road, New Delhi-110003

5. Earnest Money Deposit (EMD): Rs.2,50,000/- (Two Lakh Fifty Thousand) only. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). Banker's Cheque/Demand Draft are NOT acceptable. Signed and scanned copy of EMD document/MSME-NSIC Certificate must be uploaded on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Original EMD document in the form of BG/FDR and Hard Copy of MSME/NSIC Certificate for EMD-Exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before closing of bids submission date. EMD shall be valid for 240 days from the date of opening of tender.

6. (a) Micro and small Enterprises registered as OEM for stores and services specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the earnest money deposit (EMD).
(b) Firms other than SSI registered as OEM for stores and services NSIC, are also exempted for submitting EMD.
(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.
(d) The Indian partner/agent can upload single tender on behalf of their OEM, but the EMD must be submitted by the OEM in the respective foreign currency.
7. All prospective tenderers are requested to attend the Pre Bid meeting if mentioned above. The venue, date and time are indicated in the Para 4 above.
8. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <http://www.imd.gov.in/pages/tenders.php> Bidder shall upload their tender ONLINE through <https://eprocure.gov.in/eprocure/app> along with scanned copies of EMD documents as mentioned in Para 5 above. Manual bids are NOT accepted.
9. EMD should be issued in the favour of “O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi.
10. Purchaser: The President of India
Through Director General of Meteorology
India Meteorological Department
Lodi Road, New Delhi-110003
11. Consignee: Head (ISSD)
India Meteorological Department
Lodi Road, New Delhi-110003
12. Testing & Acceptance Authority : Head (ISSD)
Lodi Road, New Delhi-110003

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

निविदा आमंत्रित करने की सूचना (एन आई टी)

ई-निविदा जाँच सं. सी पी यू /52/0920/9955

दिनांक : 05.10 .2020

1. मौसम विज्ञान के महानिदेशक (मौविमनि) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान / वस्तुएँ / सेवाओं की आपूर्ति, संस्थापन और आरंभ के लिए पात्र और अर्हक निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में ऑनलाइन निविदा आमंत्रित करते हैं
13. सामान/ वस्तुएँ/ सेवाओं का नाम: भारत मौसम विज्ञान विभाग द्वारा संचार मीडिया परामर्श की सेवाएं लेना
2. विनिर्देशन और मात्रा: आर एफ पी के अनुसार,
3. निविदा अनुसूची इस प्रकार है:

1.	प्री बिड कांफ्रेंस (क) दिनांक व समय (ख) स्थान	26.10.2020/ 1100 Hrs ISSD, मौसम भवन, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग, लोदी रोड, नई दिल्ली-110003
2.	निविदा जमा करने की अंतिम तिथि व समय	18.11.2020/ 1700 Hrs
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	20.11.2020/1200 Hrs
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

5. धरोहर राशि (ई एम डी): ₹.2,50,000/- बैंक गारंटी अथवा मियादी जमा रसीद (एफ.डी.आर.) द्वारा ही स्वीकार की जायेगी। ई. एम.डी., निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये। हस्ताक्षरित ई.एम.डी. तथा अन्य दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे। मूल ईएमडी (B.G./ FDR के रूप) में और छूट के लिए किसी भी अन्य प्रमाण पत्र को केंद्रीय क्रय एकक (सीपीयू) कमरा नंबर 517 में बोलियों के जमा करने की अंतिम तिथि व समय से पहले जमा करना होगा।
6. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत हैं, उनको निविदा शुल्क और धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है।
(ख) एन.एस.आई.सी. के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है।
(ग) ई.एम.डी. में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।

7. ऐसे निविदाकार जो रूचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं। सभी भावी निविदाकर्ता प्री बिड बैठक (समारोह स्थल, तारीख और समय) में भाग ले सकते हैं यदि ऊपर पैरा 4 में अनुरोध किया गया है। ऐसे निविदाकार जो रूचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं।
8. निविदाकर्ता <https://eprocure.gov.in/eprocure/app> और <http://www.imd.gov.in/pages/tenders.php> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात के अनुसार अपनी निविदा तथा हस्ताक्षरित ई.एम.डी. दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करें।
9. ई.एम.डी. दस्तावेज "O/o Director General of Meteorology, IMD, New Delhi" के पक्ष और नई दिल्ली में देय, जारी किया जा सकता है।

10. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003
11. प्रेषित: प्रमुख (ISSD), भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
12. जाँच प्राधिकारी: प्रमुख (ISSD), भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003

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

Email : cpu.imd@imd.gov.in



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

Tender Enquiry No.CPU/52/0920/9955

Dated: 05.10.2020

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

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

1. Introduction :

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

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

2. Language of Tender:

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

3. Eligible Goods and Services:

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

4. Tendering Expense

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

5. PRE-BID CONFERENCE:

Pre-bid conference shall be held as per NIT schedule so as to provide an opportunity to the participating bidders to interact with IMD with regard to various tender provisions/clauses, before the bids are submitted. Bidders should depute their authorised representative for pre-bid meeting. In case, due to the points/doubts raised by the prospective bidders, needs to be modified, and then the same will be considered for modification. After pre-bid conference, tender conditions will be frozen. **No change will be permissible after opening of Bids.** Clarification needed if any may be sent before commencement of pre-bid meeting. No reply in this regard shall be sent to individual bidders. **Pre-Bid minutes shall be uploaded on eProcurement portal at <https://eprocure.gov.in/eprocure/app>.** Any clarification required shall be discussed and clarified during the pre-bid meeting which will be held in ISS Division. Prospective bidders may send their queries to be discussed during pre-bid meeting at least 5 days in advance to Sh. Sankar Nath Sc-E at email address sankar.nath@imd.gov.in and Sh. Sunny Chug Sc-C at email address sunny.chug@imd.gov.in

6. Regular visit of website:

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

7. Amendments to TE documents:

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

8. Documents Comprising the Tender:

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

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

The following documents are to be furnished by the Bidder along with their **Technical Bid**. Bidder shall upload following documents on CPP PORTAL <https://eprocure.gov.in/eprocure/app>

- (i) Registration certificate of bidding firm with government body in their country. Credential/document shall be attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Scanned copy Earnest Money Deposit (**EMD**) in the form of **FDR/BG**. Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before closing of bids submission date.

- (iv) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (v) Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.
- (vi) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i:e Bidder has agreed to all the terms & condition of tender enquiry document).
- (vii) Technical Bid.
List of deliverables (un-priced/without price) with make & model etc. **This should be exactly same as attached in price bid.**

Note*

Indian firm (Supplier /Integrator /Distributors/ Distributors /Stockist etc) for imported stores shall quote in INR only. No foreign exchange shall be released by IMD and also no payment shall be made to their foreign principal.

(2) Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Price Bid shall be preferred as per format given in Annexure-II.
- (iii) List of deliverables, costing, of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- (iv) The Bidder shall indicate on the Price Schedule specifying all components (main units and sub units etc. of each item) of prices shown therein including the unit prices and total tender prices of the **goods (H/w & S/w), services, packing, inland transportation/freight/insurance to the sites, VAT, Service tax, GST etc** against the requirement.
- (v) Wherever, the Purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the Bidder, the Bidder must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- (vi) **The Supplier shall bear all the Income-tax liability as per rates prevailing** at the time of undertaking the job in accordance with the Income-tax Act in force in India.
- (vii) AMC shall be only for the maintenance of stores (equipment and software only) therefore prospective bidders are advised to quote AMC charges accordingly and specifically. **It should not be quoted in terms of percentage of project** as consumable, transportation, warranty; installations, training etc are not covered under AMC. **Price bids shall not be accepted if AMC charge quoted in percentage.**
- (viii) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.
- (ix) Indian vendor shall quote prices on F.O.R destination (sites of consignee) basis and Payment to Indian supplier shall be paid into Indian rupees only.
- (x) The Indian bidder supplying imported goods shall quote only in Indian Rupees if purchase order to be placed to them. It is the responsibility of Indian firm to pay custom duty etc. IMD shall not be responsible for custom clearance. Prices quoted by the Bidder shall remain firm and fixed during the currency of the contract.
- (xi) Indian Supplier/ Integrator/ Distributor/ Stockist shall quote in INR only even for imported stores..

- (xii) Statutory levies, taxes and duties etc., if any, chargeable on the goods are payable on actual basis as applicable.
- (xiii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

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

9. Signing and uploading of Tender :

Bidder shall upload their proposal ONLINE through CPP Portal at <https://eprocure.gov.in/eprocure/app> as manual bids shall not be accepted. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the tender.

10. Alteration and Withdrawal of Tender :

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

11. Opening of Tenders :

The purchaser will open the online tender at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. Authorized representatives of the Bidders, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding Bidders. Two Bid system will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. Thereafter, in the second stage, the Price Bids of technically qualified Bidders only shall be opened online for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

12. SCRUTINY AND EVALUATION OF TENDERS:

(1). Unresponsive bids:

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

- (i) Registration certificate of bidding firm with government body in their country. Credential/document not attached.
- (ii) Tender is unsigned.
- (iii) Checklist (Annexure-I) not enclosed.
- (iv) Tender Acceptance Form (Annexure-II) not duly signed and stamped. **(i:e all the terms & conditions of tender document are acceptable.** Original Letter shall be enclosed in technical bid.
- (v) Tender validity is shorter than the required period.

- (vi) Required EMD has not been provided unless exempted.
- (vii) Bidder has not agreed to give the required performance security.
- (viii) Copy of agreement of bidding firm from India with its foreign principal with the precise relationship between them and nature of services which would be available from bidding firm in India. Copy of this agreement must be attached with the tender.

(2). Technical Evaluation:

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

Minor Informality/Irregularity/Non-Conformity:

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, **the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the Bidders.** Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

(3). Financial evaluation:

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

The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate landing cost.

The ultimate/landing cost in respect of store is arrived at by considering following below elements including AMC, Warranty, and Extended Warranty cost and etc if any unless these are optional requirements.

(A) Indigenous stores

1. Basic price
2. Excise duty (if applicable)
- 3. As per prevailing taxes imposed by Govt. of India**
4. Insurance, freight and transportation of goods up to sites

(B) Imported stores

1. Total Net FOB price in foreign currency of the project.
2. Plus Freight & Insurance charge @10% of FOB price of shipment of stores coming through customs.
3. Plus Custom Duty in India (if not exempted i:e there is no mention in technical requirement to provide custom exemption certificate by consignee). Custom Duty Custom duty are applicable on hardware, software, equipments, instruments, consumables and other items etc coming through customs Clearance). Custom duties on services are not levied.
4. Plus Landing clearing and Bank charges @1.0% of total net FOB price of the project.
5. Plus actual Inland freight/insurance/transportation of goods in India up to the user sites quoted by bidder.
6. Plus Service tax applicable in India.

Conversion of currencies to Indian Rupees for Comparison of Tenders:

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

13. Packing and Marking :

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc.

14. Inspection, Testing and Factory acceptance test(FAT)

The purchaser's/consignee's reserve the right to inspect goods at factory site/supplier site before their dispatch if required and mentioned in technical requirement (RFP) section.

Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

Purchaser will not undertake any Pre dispatch inspection ,unless mentioned, for imported stores in the suppliers country of origin and equipment will be sent to the supplier on the basis of supplier own inspection at the premises and guarantee and warranty. The equipment will be accepted subject to final inspection and test on commissioning and before handing over the equipment to consignee.

SECTION – II
GENERAL CONDITIONS OF CONTRACT (GCC)

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

2. Whenever there is any conflict between the provision in the GCC **regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications”**, the provision contained in the RFP shall prevail and have an over-riding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.

3. **Alternative Tenders :**

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

4. **Tender Validity :**

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening, prescribed in the TE document.

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

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

6. **Price preference:**

Price preference shall be given to **Micro and Small Industries** registered for stores and services specified in this tender document with **National Small Industries Corporation** or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc shall be decided as per the Government of India orders. The Bidders shall have to attach valid registration certificate as OEM. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.

7. **Eligibility & Qualification criterion for Bidders:**

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

(i) Original Equipment Manufacturer (OEM).

(ii) Original Software Company (OSC), who developed the main application software.

- (iii) Authorized Supplier from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The Bidder shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.
- (iv) Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockist having full back to back maintenance support agreement for hardware & software from OEM & OSC etc..
- (v) The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.
- (vi) India Supplier /Integrator /Distributors /stockiest etc for imported stores shall quote in INR only & no payment shall be made to their foreign principal.

8. Earnest Money Deposit (EMD) :

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

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

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

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

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

Refund of EMD: Unsuccessful Bidders' earnest money will be returned to them **without any interest**, after expiry of the tender validity period. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from the Bidder.

Forfeit of EMD: Earnest money of a Bidder will be forfeited, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.

Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser in exceptional cases.

9. Performance Security:

1. Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty one (21) days from the receipt of supply order by the supplier whichever is earlier.

2. The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
3. There is no relaxation/exemption in submitting of performance security.
4. The supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the contract excluding AMC if any, valid up to sixty (60) days beyond the warranty period.
5. The AMC service provider shall furnish performance security to the purchaser for an amount equal to five per cent (5%) of the total value of the AMC Value, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider.
6. **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
7. It shall be in any one of the forms namely Fixed Deposit Receipt or Bank Guarantee drawn/issued issued by a commercial bank doing government business in the prescribed form in favour of the purchaser. In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended. Foreign Bidder may submit in the form of Bank Guarantee. **Bank Guarantee issued from the foreign banks must be authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India.**
8. The purchaser will release the Performance Security without any interest to the supplier/service provider on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of performance security for AMC (if applicable) . The supplier shall submit pre receipt for obtaining back their security.

10. Terms of Delivery:

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the RFP. Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for any thing (payment and loss of stores etc) if stores supplied without any valid delivery period as purchaser reserve the right to reject the delivery and terminate the supply order.

11. Delivery schedule: As per section under RFP-List of Requirements.

Date, on which all the stores as per supply order have been delivered to the consignee shall be treated as final date of delivery of stores for calculating liquidated damages etc.

12. Force Majeure:

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in

performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures. **If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions** and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with the supplier on similar lines as above for further necessary action.

13. Warranty:

The warranty shall be **Onsite warranty**. All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings, or samples and shall, if operable, operate properly. **The Seller shall be bound to furnish a clear written warranty regarding the same**. The Seller will be required to replace them free of cost inclusive of all freight and handling charges. The supplier shall provide warranty certificate from the OEM for the goods along with date of manufacturing of stores/products.

The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. Custom charges if any, for Re-export/re-import of defective parts/repairs or replaced parts to the foreign supplier country for repairs etc shall be borne by supplier only. Transportation cost and Octroi etc, for sending defective parts for repairs and sending back repaired or replaced one to IMD site(s), shall be borne by supplier itself.

Other condition under warranty clause of RFP section shall also be applicable.

14. Penalty clause/Liquidated damages clause (LD) for delayed stores & Services:

1. The supplier shall deliver the goods and perform the services (like installation & commissioning etc) under the contract within the time schedule specified by the purchaser in the "List of requirements/ technical specifications" section and as incorporated in the contract. **The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per supply/purchase order are delivered shall be taken into account for penalty/LD purpose.**

The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct as penalty/liquidate damage from the contract price a sum equivalent to 0.5% (half percent) per week of delay or part thereof on delayed supply of goods and/or delayed services subject to a maximum of 10% of the contract price of delayed items. L/D shall not be imposed under force majeure conditions.

Once the maximum is reached purchaser may also consider followings:

- (i) Forfeiture of its performance security and
- (ii) Termination of the contract for default.

Note*

The supplier shall not be held responsible for delay in delivery of stores and their installation for the followings reasons:

- (a) Delay in providing Entry permits/Road Permits (if required) to the supplier by the consignee.
 - (b) Delay in providing proper site(s) by the consignee to the supplier. Site is not ready in all respect (i:e all civil & electrical at site completed) for installation of stores.
 - (c) Delay in providing No Objection Certificate (N O C) required from any other government agency/agencies.
 - (d) Communication facility required for project to be provided to the supplier by the consignee if it is not the responsibility of supplier.
 - (e) Any other reason for which supplier is not responsible.
2. (a) Penalty/Liquidated damages shall be calculated on the purchase/contract price including the element of sales tax, excise duty, service tax etc mentioned in the price bids.
- (b) Custom duty shall not be taken for the purpose of Penalty/LD calculations.

The supplier shall not be held responsible for any delay in custom clearance by purchaser, handing over proper site by consignee and any other delay in part of consignee/purchaser if responsible. These periods shall not be counted in LD. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall be against the purchaser. **The supplier shall inform to the purchaser (CPU) directly in writing about these delays on part of IMD.**

Penalty during Warranty and CAMC

If there is complete failure of operations for more than four hours to 24 hours due to failure of any system/subsystem then the warranty/CAMC period will be extended for 2 days.

If the complete failure duration extends beyond 24 hours up to 2 days then warranty/CAMC period will be extended by 5 days.

If the above failure duration extends beyond 2 days up to 7days or part of the day, the warranty/CAMC period will be extended by three times the number of days of failure.

After 15 days IMD is free to take decision for next course of action such as fault resolution from any alternate source. CAMC etc. The cost incurred on such fault resolution shall be recovered from the bidder and proportionate payment of Warranty/CAMC charges shall be deducted from bank guaranty/CAMC payment.

For the purpose of penalty clause implementation, the time of failure period for repair will be counted after 2 hours from the time of reporting of fault.

15. Award Criteria and Tolerance Clause:

The purchase order /supply order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds. The purchaser reserves the right to increase or decrease the quantity of required goods upto plus minus fifteen percent (+ - 15%) till the placement of supply/purchase order or contract without any change in the terms & conditions and prices quoted by the Bidders.

16. Modification of contract

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

17. Taxes and Duties in India:

(a) **Duty and Local Taxes:**

As per prevailing taxes imposed by Govt. of India.

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

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

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

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

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

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

(b) **Income Tax and service tax etc:**

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

18. Terms and Mode of Payment

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

1. Cases where installation & Commissioning is to be done by bidder

Seventy percent (70%) of **contract value of stores** after receipt of goods at sites in case of domestic goods and balance 30% payment towards stores after their successful installation and acceptance at site.

- (i) 100% payments towards services like FAT, Training, SAT, Installation & commissioning charges etc if any after their executions and completions.
- (ii) Necessary documents must be submitted for the release of payments.
- (iii) Payment of CAMC charges shall be made on Quarterly basis after receiving satisfactory performance report from the consignee.

In case of Indian Bidders, the following documents shall be submitted:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee
 - (iii) Copies of delivery challan identifying contents of each package.
 - (iv) Inspection certificate by the nominated Inspection agency, if any.
 - (v) Insurance Certificate
 - (vi) Final Acceptance Report from consignee.
 - (vii) The bill towards payment of CAMC charges shall be raised by the Firm/service on quarterly basis.
2. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
3. Bills/invoices must be submitted separately for stores and services.
4. The bidder shall submit particulars of his bank account required for making payments.
- (a) Account Number (b) Bank Name (c) Branch Name (d) Address
(e) IFS code (f) MICR No. (g) Telephone No.(h) SWIFT code etc.

19. Fall Clause

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

20. Termination of tender/contract by the Purchaser:

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

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

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

21. Arbitration clause:

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

22. Training:

Training to one batch of IMD team for 3days on the technology and products installed and commissioned, sharing their upkeep and maintenance procedures including entire system administration. Documentation on training is to be provided in advance covering all the aspects, in form of soft copy as well as hard copy.

CHECKLIST

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

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

PRICE SCHEDULE (Financial Bid format)

<i>S.NO.</i>	<i>Name of item</i>	<i>Make & Model</i>	<i>Quantity</i>	<i>Unit Base Price</i>	<i>Applicable Taxes & Duties</i>	<i>Total Unit Price i.e 5+6</i>	<i>Total Price i.e 4X7</i>
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Application Delivery Controller (ADC) including WAF with five virtual instances		02				
2.	Installation and Commissioning		01 Job				
3.	Training		01 Job				
4.	Documentation		01 Job				
5.	Three year warranty		01 Job				
6.	Year wise Comprehensive Annual Maintenance contract (CAMC) for maintenance of ADC including WAF		1 st year, 2 nd year, 3 rd year, 4 th year, 5 th year, 6 th year, 7 th year				
7.	Optional cost for up gradation of virtual instances should be defined.		Upto 10 10 to 15 15 to 20				
8.	Optional cost for up gradation of throughput should be defined.		Upto 10 10 to 15 15 to 20				

Total Tender price in figure:

And in words:

Note/instruction:

1. **The bidder shall use their own letter head for quoting the prices.**
2. Price shall be preferred in above format.
3. The names of each stores/items offered in technical proposal must be mentioned with make & Model including services etc if any. The deliverables list attached with financial bid must be exactly same as per the technical bids.
4. Charges, if any, for inland (within the India) Transportation /freight/insurance of stores shall be mentioned. In case not mentioned, it is treated as free of cost.
5. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

6. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
7. Costing for each and every items and sub items which is offered in technical bid shall be done with all breakups. Charges for FAT, Trainings, installation, SAT and other services etc. are to be mentioned clearly in price bid.
8. Price Bid (in pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder_____

Seal of the Bidder_____

Tender Terms & Conditions Acceptance Form

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

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

Ref: TE document No. CPU/_____ dated _____

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

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

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

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period.

I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date and seal of the company)

(Name and designation)

Duly authorised to sign tender for and on behalf of Bidder

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

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
(Format only)

Whereas
(hereinafter called the “Bidder”)
has submitted their offer dated.....
for the supply of
(hereinafter called the “tender”)
against the purchaser’s tender enquiry No.
KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound unto
(hereinafter called the “Purchaser”)
in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors
and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

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

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

This guarantee will remain in force upto and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Bank Guarantee issued with the tender enquiry reference No. CPU/..... Dated.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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



**Government of India
India Meteorological Department**

**Request for Proposal
(RFP)
For the Procurement of Load Balancer
At
Mausam Bhawan Campus
Lodi Road, New Delhi- 03**

1. Introduction

India Meteorological Department have several webservers under the sub-domain of imd.gov.in such as <http://satellite.imd.gov.in>, <http://www.rsmcnewdelhi.imd.gov.in>, <http://ddgmui.imd.gov.in>, <http://nwp.imd.gov.in>. The different divisions also have several ftp servers. All these servers are working in hot standby mode and at a time whole load is being catered by one main server. Due to this at the time of heavy load, server response time is very slow and it has been observed that sometimes servers are not available as server was not able to cater such a huge request.

It is proposed to have a load balancer with Web Application Firewall (WAF), which would divide the load between the two servers and thus divide the load to half. Moreover it has an option of adding more servers even in case of further increase in traffic and thus traffic can be distributed on all these servers. Secondly, the load balancer with WAF (Web application Firewall) also prevents the website from the attack of Web application security parameters tampering, cookie poisoning, SQL injection, Session Hijacking, Cross site scripting (XSS), Cross site Request Forgery (CSRF). Although a lot has been done in web servers for prevention from these attacks but still the servers are not fool proof and this load balancer will make them more secure.

2. Scope of Tender

The supplier shall have full responsibility to execute the project on a TURN-KEY BASIS by taking up the supply, installation, integration and commissioning of all equipment's as given below:

2.1 Supply, transportation and delivery of all equipment's and other related accessories/deliverables etc. at site.

2.2 Installation, configuration, integration with IMD servers, networks and commissioning of Load Balancer with WAF including, cable laying and all such work required to be done at site for functioning.

2.3 Comprehensive Warranty for three years followed by Comprehensive Annual maintenance contract (CAMC) for next Seven years.

3. Specifications of Load Balancer

The following specifications for Load Balancer with WAF –

- | | |
|---|---|
| 3.1 Network Interface Port | 2*10G SFP+, 8*1G Copper |
| 3.2 Attack Protection | OWASP TOP 10, SQL & WEB INJECTION, FINGERPRINTING |
| 3.3 Layer 4 connections per second | 600,000 |
| 3.4 Layer 7 Minimum requests per second | 800,000 |
| 3.5 ECC CPS(EC-P256) | 10,000 with TLS 1.3 Support from day 1 |
| 3.6 RSA CPS (2K Keys) | 20,000 |
| 3.7 OEM must be present in latest Gartner Report for Application Delivery Controller (ADC). | |
| 3.8 The proposed appliance should not be declared End-of-Support for next 10 Years by OEM. | |

- 3.9 The Proposed appliance must be dedicated ADC solution (Independent Appliance), Not a part of Firewall or UTM solution
- 3.10 The proposed appliance should have ICSA certified WAF functionality covering all the OWASP Top 10 attack categories
- Injection
 - Broken Authentication
 - Sensitive Data Exposure
 - XML External Entities (XXE)
 - Broken Access control
 - Security misconfigurations
 - Cross Site Scripting (XSS)
 - Insecure Deserialization
 - Using Components with known vulnerabilities
 - Insufficient logging and monitoring
- 3.11 The proposed appliance should provide minimum 5Gbps throughput and scalable up to 20Gbps with license upgrade
- 3.12 The proposed appliance should have capability to run in Virtualized as well as Standalone mode .The proposed appliance should have Virtualization feature that virtualizes the Device resources—including CPU, memory, network, management, configuration, operating system and acceleration resources. The proposed device should have 5 Virtual Instances from Day 1 and scalable up to 20 Virtual Instances.
- 3.13 The proposed solution should support standard VRRP (RFC - 2338) or equivalent for High Availability (no proprietary protocol).
- 3.14 Device must have Dynamic routing protocols like OSPF, RIP, BGP from Day 1
- 3.15 The device should support for IPv4 and IPv6 traffic
- 3.16 The appliance should support the below metrics:
- (i) Hash
 - (ii) Least-Connections
 - (iii) Round-Robin
 - (iv) Response Time
 - (v) Bandwidth
- 3.17 Appliance should support Local Application Switching, Server load Balancing, HTTP, TCP Multiplexing, Compression, Caching, TCP Optimization, Filter-based Load Balancing, Content-based Load Balancing, Persistency, HTTP Content Modifications
- 3.18 The WAF functionality should be from same OEM of Load Balancer. It should not be white labeled and not from 3rd party.

- 3.19 WAF should have the flexibility to be deployed in the following modes:
 - a. Reverse proxy
 - b. Out of Path (OOP) support

- 3.20 The WAF should support the following escalation modes:
 - a. Active,
 - b. Bypass,
 - c. Passive
- 3.21 Auto Policy Optimization
 - a. Zero Day Attack Blocking - Extended Mode
 - b. Auto Discovery

- 3.22 Device Fingerprint-based tracking
 - a. WAF should have Device Fingerprint technology by involving various tools and methodologies to gather IP agnostic information about the source.
 - b. Fingerprint information should include the Client Operating System, browser, fonts, screen resolution, and plugins etc.

- 3.23 Should support real time and historical Security Generation Report from Day 1.

4. Site Acceptance Test (SAT):

The Bidder should take note of the rigorous standards of the tests, which must be met by the equipment before IMD will accept it. In essence, the acceptance tests are as follows:
After completion of the installation the bidder shall inform the consignee for acceptance of the system at the site. The bidder shall submit an acceptance test procedures (ATP) well in advance and IMD will review it and may propose some modifications. After that IMD will constitute a SAT committee to carry out the SAT. After installation system runs and monitor in operational mode for 7 days to get the operationally status of the system, then SAT will start. The functional test period will start on an agreed date and mutually agreed test procedure at site. The purpose of the test is to establish that the equipment is functional, and that various aspects of its performance and behavior are in accordance with the published specifications as per the tender document and the Contract.

5. Delivery Schedules:

The delivery of all equipment, software, and other related items along with installation and commissioning of the project is to be executed within Two month from the date of issue of the purchase order. If any loss or damage occurs during transit then it will be the responsibility of the bidder to supply and commission the items within the stipulated period mentioned in the tender/purchase order.

6. Documentation

Bidders must provide self-contained documentation and manuals for the configuration, system administration, operation, and in-house maintenance like system backup & recovery etc in hard bound copies (two sets-each site) and in printable electronic form (preferably in PDF and word format in CD/DVD). Such material must be made available prior to installation and updates

must be provided for the duration of this Contract. Bidders shall also make provision for availability through on-line access to such material via an appropriate Web Site or FTP site.

7. Compliance Statement

The bidder shall submit detailed para-wise compliance statement in tabular form giving full details of each parameter along with reasons for compliance/non-compliance, if any. The bidder shall also submit the details of references, reports etc. for each compliance giving name of technical manual, chapter number, page number and para and shall provide a copy of referred documents along with the technical bid. Silence on any para or simply making a statement 'complied' without proper justification or reference will be considered as noncompliance.

Also all the claims with respect to any specification shall be supported by document along with bid document otherwise same may be treated as non-compliance. The tenderer shall submit a detailed item-wise compliance/ non-compliance statement referring para-wise/sub-para wise to the requirements given in the document, for quick evaluation of tender and for any future reference. The compliance statement shall be supported by original brochure(s) of the equipment or sub component from the manufacturer. In case the original brochure is silent on any part of tender specification, it shall be supported by an undertaking by the manufacturer along with user certificate* for that particular equipment/ sub-component, if claimed complied. The technical specifications and other requirements contained in this document are essentially required by the indenter. However, reasons for non-compliance, if any, for certain limited paras, or even sub-para of the document may also be given by the tenderer. **Silence or inadequate information on any part of the technical specification, any conditional compliance or failure / omission to provide any such details will be treated as non-compliance.** All non-compliance of specifications, even of small nature, should be clearly brought out.

Sample format for Compliance (C)/ Non- Compliance (NC) statement:

Clause/Para/Sub-para no.	Item description as per IMD specification	Compliance (C)/ Non- Compliance (NC)	Remarks (if any)/Supporting Documents (wherever required)
1	Introduction		
2	Scope Of Tender		
3	Specifications of Load Balancer point wise(3.1 to 3.23)		
4	Site Acceptance Test (SAT)		
5	Delivery Schedules		
6	Documentation		
7	Compliance Statement		
8	Onsite Comprehensive Warranty		

9	Comprehensive Annual Maintenance Contract (CAMC)		
10	Terms and Conditions		
11	Penalty Clauses During Warranty And CAMC		
12	Pre-Bid Meeting		
13	Force Majeure		
14	Modification of contract		
15	Fall Clause		
16	Termination of tender by the Purchaser		
17	Arbitration clause		
18	Training		

8. Onsite Comprehensive Warranty

8.1 The entire System will remain under warranty for three years from date of commissioned.

8.2 Warranty cover up for full hardware, software and networking system and at the same level of operational efficiency and service support. Replacement/repair of defective hardware shall be done free of cost.

8.3 The bidder shall provide comprehensive warranty with technical support round the clock (24x7x365) to address, analyze and fix any technical glitches within the existing features. The scope of technical support includes configuration and rectification/debugging of errors present within the entire software and hardware.

8.4 All the charges towards transportation and custom duty export/re-import of defective software and hardware shall be borne by bidder. Any software modification, updates, antivirus and software licenses renewal etc shall also be done by bidder without any financial obligation on IMD.

9. Comprehensive Annual Maintenance Contract (CAMC):

The entire system shall be under Comprehensive Annual Maintenance Contract (CAMC) for Seven (7) years after expiry of normal warranty period along with extended period if any. The bidder has to sign an agreement with IMD for the CAMC. The terms & conditions during CAMC period shall be as follows:

9.1 Initially CAMC shall be awarded for two years and same will be extended further on yearly basis provided the services of the bidder are found satisfactory. However the agreement will be signed on yearly basis.

9.2 Bidder should quote year wise AMC charges separately and it should not be less than 5% of the total cost without taxes/custom duty. Also, bidder has to submit a performance security (10% of average annual CAMC value) in the form of bank guarantee or FD with a validity of CAMC period plus 2 months.

9.3 The CAMC shall be for full hardware, software, licenses, updates & upgrades and networking support at the same level of operational efficiency and service.

9.4 The bidder shall provide comprehensive AMC with technical support round the clock (24x7x365) to address, analyze and fix any technical glitches within the existing features. The scope of technical support includes configuration and rectification/debugging of errors present within the entire software and hardware etc. Break up of year wise cost towards CAMC period shall be mentioned in price bid. Payment shall be released towards this on quarterly basis after completion of period subject to satisfactory performance.

9.5 All the charges towards transportation and custom duty export/re-import of defective store shall be borne by bidder. Any hardware replacement and software modification/updates/antivirus software/ software licenses renewal etc shall also be done by the bidder without any financial obligation on IMD.

9.6 Commercial bid shall include 7 years CAMC, the cost of which will be considered for evaluation and determination for **lowest offer (L1)**.

9.7 CAMC payment will be on quarterly basis after getting satisfactory certificate from the user subject to penalty clause.

10. Terms and Conditions:

10.1. For software and hardware as per technical specification, bidder must have back-to-back support with OEM for meeting all the contractual obligations for entire period of contract (including warranty & CAMC) and to be submitted along with the technical bid.

10.2. The bidder will be responsible for configuring the networking components, servers (if needed) to implement the proposed system during warranty and CAMC period.

10.3. The Director General of Meteorology also reserves the right to accept or reject any or all the bids without assigning any reason.

10.4. Bidders are required to quote in format given in tender document.

10.5 The bidder should have annual turnover with profit from hardware/software sales, warranty and networking implementation, operation and maintenance and support service averaged over the last three financial years, **more than Rs 1Crore**. Supporting documents in

form of copies of balance sheets / profit and loss statement along with CA reports of last three financial years (Upto 31st March, 2020) and ITR should be enclosed.

10.6 The bidder should have experience in the field of installation, integration and maintenance of load balancer/ADC/WAF for a period of at least past three years. The execution certificate from the customer must be submitted **along with the technical bid** as a supporting document.

10.7 The relevant experience of bidder will be considered for eligibility. The bidder should have executed at least two work orders of similar in nature within last three years in government organization/ PSU to qualify experience criterion (proof must be submitted along with the technical bid).

10.8 All bidders/ SI/ OEM are not black listed by Government of India or any PSU or any State Government agency.

10.9 The installation of all the items at IMD, New Delhi will have to be completed satisfactorily within four month from the date of issue of the purchase order, failing which the LD clause shall be applicable.

10.10 While replacing/repairing any item, the parts/item should be of the same brand or genuine equivalent/higher brand.

10.11 The company should maintain regular backups of all the software (O.S. and log etc). The firm is also required to restore the same from the Backups whenever required.

10.12 The firm should submit valid registration certificate by appropriate government agency.

10.13 The vendor has to submit unpriced bill of materials as per the list of deliverables (Annexure-I) along with the technical bid.

11. Penalty Clauses During Warranty And CAMC

11.1 If there is complete failure of operations for more than four hours to 24 hours due to failure of any system/subsystem then the warranty/CAMC period will be extended for 2 days.

11.2 If the complete failure duration extends beyond 24 hours up to 2 days then warranty/CAMC period will be extended by 5 days.

11.3 If the above failure duration extends beyond 2 days up to 7days or part of the day, the warranty/CAMC period will be extended by three times the number of days of failure.

11.4 After 15 days IMD is free to take decision for next course of action such as fault resolution from any alternate source. CAMC etc. The cost incurred on such fault resolution shall be recovered from the bidder and proportionate payment of Warranty/CAMC charges shall be deducted from bank guaranty/CAMC payment.

11.5 For the purpose of penalty clause implementation, the time of failure period for repair will be counted after 2 hours from the time of reporting of fault.

12. Pre-Bid Meeting

Any clarification required shall be discussed and clarified during the pre-bid meeting which will be held in ISS Division. Prospective bidders may send their queries to be discussed during pre-bid meeting at least 5 days in advance to Sh. Sankar Nath Sc-E at email address sankar.nath@imd.gov.in and Sh. Sunny Chug Sc-C at email address sunny.chug@imd.gov.in

13. Force Majeure:

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

14. Modification of contract

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

15. Fall Clause

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

16. Termination of tender by the Purchaser:

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

so only in writing. In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of bidders and awarding the contract, the tender of the 58 bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

17. Arbitration clause:

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

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

18. Training:

Training to one batch of IMD team for 3days on the technology and products installed and commissioned, sharing their upkeep and maintenance procedures including entire system administration. Documentation on training is to be provided in advance covering all the aspects, in form of soft copy as well as hard co

ANNEXURE – I

Proposed List of deliverables

S.NO.	Name of item	Quantity	Make/Model of Device*
1.	Application Delivery Controller (ADC) including WAF with five virtual instances	02	
2.	Installation and Commissioning	01 Job	
3.	Training	01 Job	
4.	Documentation	01 Job	
5.	Three year warranty	01 Job	
6.	Year wise Comprehensive Annual Maintenance contract (CAMC) for maintenance of ADC including WAF	1 st year, 2 nd year, 3 rd year, 4 th year, 5 th year, 6 th year, 7 th year	
7.	Optional cost for up gradation of virtual instances should be defined.	Upto 10 10 to 15 15 to 20	
8.	Optional cost for up gradation of throughput should be defined.	Upto 10 10 to 15 15 to 20	

Note*: It is mandatory to mention the make and model of each offered stores.