



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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. CPU/53/0221/1538

Dated: 17.08.2021

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. (i) Technical bid & (ii) Price bid (Separately) from eligible and qualified **Indian Bidders** for procurement of following Goods/Articles/Services.
2. Name of Goods/Articles/Services : Procurement of Spare parts for Antenna Maintenance, servicing of Gematroniks Make DWR at Chennai.
3. Specification and Quantity: As per "RFP"
4. Tender schedule is as follows:

1.	PRE BID Conference	27.08.2021 / 1100 Hrs.
2.	Closing date and time for submission of tender	27.09.2021 / 1700 Hrs.
3.	Tender Opening date & time (Technical Bid)	01.10.2021/ 1200 Hrs.
4.	Place of Tender Opening	Central Purchase Unit, O/o DGM, IMD, Lodi Road ,New Delhi.
5. Earnest Money Deposit (EMD): As per Office Memoandum No.F.9/4/2020-PPD dated 12.11.2020 issued by Ministry of Finance Department of Expenditure PPD, No EMD is required for the tender. The firm has to submit a signed Bid Security Declaration as per Annexure-III on their company letter head failing which their bid will be declared as unresponsive.
6. All prospective bidders are intimated that **there will be "No" personal Pre-bid meeting**. The prospective bidders are requested to send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email: cpu.imd@imd.gov.in. Approved Pre-bid minutes will be later uploaded on CPP Portal.

7. Bidders may download the **Tender Enquiry Document** from the web site www.imd.gov.in & www.eprocurement.gov.in/cpp and read the tender documents carefully before uploading the tender on CPP Portal.
8. The following 2 clauses may also be read under “Eligibility Criteria” of the Tender document :-
- (i) Bidder has to submit a compliance certificate that comply with the Govt Order No. P-45021/2/2017-B.E.-II, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion of Industry and Internal Trade (PP Section) dated 16.09.2020 and instructions issued from time to time failing which their bid shall not be accepted and liable to be rejected.
 - (ii) Compliance of Rule 14(xi) of the GFR 2017 which mandates the bidder from a country sharing land border with India to be registered with the competent authority. Bidder has to submit a compliance certificate that they comply with the Govt Order F.No. 6/18/2019-PPD dated 23rd July, 2020 of Ministry of Finance, DoE, Public Procurement Division, failing which their bid shall not be accepted and liable to be rejected.
9. Bidders shall ensure that their tenders 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/53/0221/1538

दिनांक: १७ अगस्त, 2021

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 – $\alpha\rho\tau I\psi$ पात्र और अर्हक निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में $\Lambda\omicron\nu\lambda\alpha;v$ टेंडर आमंत्रित करते हैं .
2. सामान/ वस्तुएँ/ सेवाओं का नाम: Procurement of Spare parts for Antenna Maintenance, servicing of Gematroniks Make DWR at Chennai.
3. विनिर्देशन और मात्रा : विनिर्देशन आर एफ पी के अनुसार, (मात्रा-01)
4. निविदा अनुसूची इस प्रकार है:

1	प्री बिड कांफ्रेंस	दिनांक	27.08.2021 / 1100 बजे
2.	निविदा जमा करने की अंतिम तिथि व समय	दिनांक	27.09.2021 / 1700बजे
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	दिनांक	01.10.2021 / 1200बजे
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौविमनि का कार्यालय भा.मौ.वि.वि , लोदी रोड, नई दिल्ली	
5. धरोहर राशि (ई एम डी): वित्त मंत्रालय, व्यय विभाग पीपीडी के कार्यालय ज्ञापन सं. एफ़.९/४/२०२०-पीपीडी दिनांक १२/११/२०२० के अनुपालन में फर्मों को धरोहर राशी (ई एम डी) जमा करना आवश्यक नहीं है । फर्मों को अपनी कंपनी के लैटर हेड पर निविदा दस्तावेज़ के अनुबंध-III के अनुसार एक हस्ताक्षरित बोली सुरक्षा घोषणा प्रस्तुत करनी होगी, ऐसा न करने पर उनकी बोली को अनुत्तरदायी घोषित कर दिया जायेगा ।

6. सभी संभावित बोलीदाताओं को सूचित किया जाता है कि व्यक्तिगत बोली पूर्व बैठक नहीं होगी। संभावित बोलीदाताओं से अनुरोध है कि वे अपने प्रश्नों को अधिमानित 5 दिन पहले निर्धारित प्री-बिड मीटिंग से पहले ईमेल : cpu.imd@imd.gov.in पर भेजे । स्वीकृत प्री-बिड मिनट्स को बाद में सीपीपी पोर्टल पर अपलोड किया जाएगा।
7. 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 ।
8. निविदा दस्तावेज के "पात्रता मानदंड" के तहत निम्नलिखित 2 खंड भी पढ़े जा सकते हैं: -
 (i) बोलीदाता को एक अनुपालन प्रमाण पत्र प्रस्तुत करना होगा जो सरकार के आदेश संख्या पी-45021/2/2017-बीई-द्वितीय, वाणिज्य और उद्योग मंत्रालय, औद्योगिक नीति और उद्योग और आंतरिक व्यापार संवर्धन विभाग (पीपी अनुभाग) का अनुपालन करता है।) दिनांक 16.09.2020 और समय-समय पर जारी निर्देश, जिसमें विफल रहने पर उनकी बोली स्वीकार नहीं की जाएगी और अस्वीकार कर दी जाएगी।
 (ii) जीएफआर 2017 के नियम 14(xi) का अनुपालन जो भारत के साथ भूमि सीमा साझा करने वाले देश के बोलीदाता को सक्षम प्राधिकारी के साथ पंजीकृत होने के लिए अनिवार्य करता है। बोलीदाता को एक अनुपालन प्रमाण पत्र प्रस्तुत करना होगा कि वे सरकार के आदेश एफ.सं. का अनुपालन करते हैं। 6/18/2019-पीपीडी दिनांक 23 जुलाई, 2020 वित्त मंत्रालय, डीओई, सार्वजनिक खरीद विभाग, में विफल होने पर उनकी बोली को स्वीकार नहीं किया जाएगा और अस्वीकार कर दिया जाएगा।
9. 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 ।
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 ($\psi Y \cong A\alpha: 6I$)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
13. जाँच प्राधिकारी: मौसम विज्ञान के महानिदेशक
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



**Government of India
Ministry of Earth Sciences
India Meteorological Department
Lodi Road, New Delhi-110 003**

TENDER DOCUMENT

FOR

**PROCUREMENT OF SPARE PARTS FOR
DOPPLER WEATHER RADAR AT CHENNAI**

**January, 2021
Upper Air Instruments Division
Lodi Road
New Delhi-110 003**

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[Handwritten signature]

[Handwritten signature]
15/01/2021

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CHAPTER-1

INSTRUCTIONS TO BIDDERS

1. Introduction:

The India Meteorological Department (IMD) (IMD) has issued this Tender Enquiry document for purchase of goods/stores/articles and related services as mentioned in "Request for Proposal (TENDER DOCUMENT)" which also indicates, inter alia, the required stores, delivery schedule, terms and conditions 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 tender 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 IMD, shall be written in English language.

3. Eligibility:

- a) Bid is for procurement of spare parts of S-Band Gematronics make Doppler Weather Radar System at Chennai.
- b) The prime bidder, hereinafter referred simply as the 'The bidder'. 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 IMD 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.
- c) Bidders who fulfill the Eligibility Criteria mentioned in Chapter-2, clause-5, page No. 10 will be considered for Technical Evaluation of bids.

4. Tendering Expense:

The bidder shall bear all the costs and expenditure incurred and/or to be incurred by them in preparation, and in uploading their tender by IMD.

5. Pre-Bid Conference:

- a) Pre-bid conference shall be held as per Notice Inviting Tender (NIT) schedule so as to provide an opportunity to the bidders to interact with India Meteorological Department (IMD) with regard to various tender provisions/clauses, before the bids are submitted.



- b) Request for clarification during pre-bid, if any, may be sent by email latest by five working days before the commencement of pre-bid meeting. Pre-Bid minutes shall be uploaded on e-procurement portal (eprocure.gov.in/eprocure).
- c) Bidders are requested to attend or may depute their authorized representative for pre-bid meeting.
- d) In case, due to the points/doubts raised by the prospective bidders, tender needs to be modified, the same will be considered for modification.
- e) No change will be permissible after notification of pre-bid minutes.
- f) No reply in this regard shall be sent to individual bidders.

6. Regular inspection of website:

Prospective bidders are advised to see Central Public Procurement (CPP) portal eprocure.gov.in/eprocure on regular basis for any change in NIT schedule like amendment / corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

7. Amendments to Tender enquiry (TE) documents:

At any time, prior to the deadline for submission of tender, IMD may, for any reason deemed fit by it, modify the Tender Enquiry document by issuing suitable amendment(s) to it. The amendment will be uploaded on CPP portal eprocure.gov.in/eprocure only.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, IMD may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

8. Documents Comprising the Tender:

The tender is to be submitted in Two Bid System. The "*Techno - Commercial Bid*" and "*Price Bid*" prepared by the bidder shall comprise the followings:

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

The following documents are to be furnished by the bidder along with Tender Bid (Techno-Commercial Bid) as per the eligibility conditions applicable. Bidder shall upload following documents on CPP Portal eprocure.gov.in/eprocure.

- Registration certificate of bidding firm with any state and central government body of India. Credential/document shall be attached.
- Checklist section (as per Annexure-I) properly filled and signed.
- Scanned copy of Earnest Money Deposit (EMD) in the form of Fixed Deposit Receipt/ Bank Guarantee (FDR/BG).
- Original EMD in physical form shall be submitted to Central Purchase Unit, Office of DGM, IMD, on or before opening of tender.



- e. Documentary evidence for fulfillment of Eligibility /Qualification criteria.
- f. Certificate issued by competent authority from Ministry of MSME/ National Small Industries Corporation shall be uploaded on eprocure.gov.in/eprocure (CPP Portal) and original shall be submitted in Central purchase Unit of IMD on or before opening of tenders.
- g. Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed.
- h. Technical Bid duly signed and stamped on all pages.
- i. List of deliverable (un-priced/without price) shall be submitted with details of model being offered etc. All should be similar to the items in price bid.

The above documents must be signed (all pages), stamped and scanned & shall be attached in the beginning of technical bid.

(B) Price Bid

Price bid documents are to be furnished by the bidder as per following:

- a) All pages of the price bid should be page numbered, indexed and signed with company/firm's seal by authorized signatory.
- b) Price Bid shall be preferred as per price schedule format (Chapter-3).
- c) Costing of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- d) 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 (Hardware & Software), services, packing, inland transportation / freight / insurance/ road permit to the sites, GST or any other duties and taxes applicable against the requirement.
- e) Successful bidder shall bear all the taxes (GST/IGST/SGST/Income-tax or any other taxes) levied by the state / central government in force in India, as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act.
- f) The reasonability of cost shall be a criterion in short listing the Bidders.
- g) 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.
- h) Vendors shall quote prices on F.O.R (at the sites of consignee) basis.
- i) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

Price bid shall summarily be rejected in case of any deviation from the un-priced bid given with the technical bid of the bidder.



9. Signing and Submission of Tender:

Properly signed and stamped tender on the company letterhead shall be uploaded online through CPP Portal, eprocure.gov.in/eprocure. Hard copy of bids shall not be accepted for submission. The tender shall not contain any over writing. Only PDF format of the tender shall be uploaded on CPP portal.

10. Alteration and Withdrawal of Tender :

- a) The bidder after uploading its tender on CPP portal is permitted to alter / modify its tender within the deadline for submission of tenders.
- b) Any discrepancy noticed in the hard copy and the soft copy of the bid submitted online by the bidder, the uploaded soft copy will be treated as final version of the bid for evaluation.

11. Opening of Tenders:

IMD will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for IMD, the tenders will be opened at the appointed time and place on the next working day.

Authorized representatives of the bidders, may attend the tender opening, provided they carry letter of authority from the respective bidders.

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

12. Scrutiny and Evaluation for acceptance of tender

(A) Scrutiny of bids:

The tenders will be scrutinized to determine whether they are complete in all respects and meet the essential important requirements, conditions etc. as prescribed in the TE document.

The tenders are liable to be treated as non - responsive and will be summarily rejected if following are not essentially provided along with techno-commercial bids.



- a) Registration certificate of bidding firm with any state and central government body of India. (Credentials/documents shall be attached).
- b) Tender should be signed, stamped and complete in all respects. All documents shall also be digitally signed.
- c) Properly signed and stamped checklist (Annexure-I) and fully completed compliance statement is to be enclosed.
- d) Tender Acceptance Form (Annexure-II) to be duly signed and stamped. (i.e all the terms & conditions of tender document are acceptable).
- e) Tender validity for the required period.
- f) Required EMD to be provided unless exempted under MSME/NSIC certificate.
- g) Bidders' consent to provide the required performance security.

(B) Technical Evaluation:

- a) After the tender acceptance, tenders shall be evaluated to assess the technical suitability of the bid with respect to the terms and conditions of the RFP, by the committee constituted by competent authority.
- b) If during the preliminary examination, IMD finds any minor deviations/irregularity and/or non-conformity regarding technical evaluation in a tender, IMD may waive-off the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the bidders.
- c) Wherever necessary, IMD will convey its observation on such 'minor' issues to the bidder seeking bidder's response by a specified date. If the bidder does not respond by the specified date or provides evasive/incomplete reply without clarifying the exact point in clear terms, that tender will be liable to be ignored for further processing.

(C) Financial evaluation:

- a) After Technical Evaluation, the Price Bids of only the technically qualified bidders shall be considered for further scrutiny and financial evaluation of bids shall be done of the techno commercial tender.
- b) IMD shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of landing costs including all applicable taxes/levies/duties etc.
- c) The cost of Warranty/Extended Warranty etc will be added to evaluate financial bid for deciding lowest bidder L-1. Charges towards Insurance, Freight and transportation of goods up to delivery at sites etc applicable from time to time for taking purchase decision shall also be added. These should be clearly indicated by the bidder.
- d) IF ANY CHARGES ARE NOT INDICATED SPECIFICALLY AND SEPARATELY IN THE BID, SAME WILL BE TREATED AS INCLUSIVE.



13. Packing and Marking:

The packing for the goods provided by Successful bidder 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 acceptance

- a) IMD reserves the right to inspect goods at factory site/supplier site before their dispatch if required and mentioned in technical requirement (TENDER DOCUMENT) section.
- b) Goods accepted by IMD/consignee and/or its inspector at initial inspection shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the clauses of the contract.
- c) The equipment will be accepted subject to final inspection and test on commissioning and before handing over the equipment to consignee at the site.



CHAPTER-2

Conditions of Contract (CoC)

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.

NOTE: *Whenever there is any conflict between the provisions in the GCC regards to specific Para under "List of requirements/ technical specifications", the provision contained in the "List of requirements/ technical specifications" shall prevail and have an over-riding effect.*

Any Special instructions as per "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 "List of requirements/ technical specifications section" etc. will also apply for this purchase.

1. 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.

2. Purchaser's Right to accept any tender and to reject any or all tenders:

IMD 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.

3. Tender Fee:

No tender fee is charged on the downloaded and e-tenders.

4. Price preference:

- a) Price preference shall be given to Micro and Small Industries registered with National Small Industries Corporation or any other government agencies as per the latest guidelines/orders from Government of India.
- b) Purchase preference and quantity etc shall be decided as per the Government of India orders.
- c) The bidders shall have to upload and submit the copy of valid registration certificate. Micro and small Enterprises are exempted from submitting fees/cost towards tender document and submission of earnest money deposit (EMD), also known as security deposit.



- d) Micro and small Enterprises are not exempted for performance security or Bank Guarantee (BG) and have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.

5. Qualification criteria for Bidders:

Eligibility

The Bidder should not be blacklisted by any Central / State Government Department/Organization/PSU as on the date of submission of bid. Eligibility criteria should also be seen on Page 24.

Contact Details:

The complete name and address of the Indian bidding firm along with permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.

6. Earnest Money Deposit (EMD):

- a) The bidder shall furnish along with its tender, earnest money for an amount as shown in the tender notice.
- b) The bidders who are registered as Micro and small Enterprises specified by Ministry of Micro, Small & Medium Enterprises (MSME) for the specific item and services being procured under this tender are exempted from EMD.
- c) The EMD shall be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per Annexure-III) from any Nationalized bank in India.
- d) 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. The clause "encashment/ release of FDR/ BG requires clearance certificate from Purchaser i.e. DGM, IMD must be mentioned in issued FDR/ BG by Bank.
- e) The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.

7. Refund of EMD:

- a) EMD of the unsuccessful bidders will be returned to them without any interest, after expiry of the tender validity period.
- b) EMD of the successful bidder will be returned without any interest, after receipt of performance security from the successful bidder.
- c) Successful bidder shall submit pre-receipt for obtaining back their security.

8. Forfeit of EMD:

- a) 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 IMD.



- b) 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.
- c) 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:

A. Submission

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

- a) IMD may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
- b) There is no relaxation/exemption in submitting of performance security.
- c) Successful bidder, shall furnish performance security to IMD for an amount equal to ten percent (10%) of the total value of the contract valid up to sixty (60) days beyond the warranty period.
- d) Performance Security has to be submitted irrespective of its registration in NSIC etc.
- e) Performance security is not relaxed to any supplier/service provider.
- f) Performance Security shall be in any one of the articles namely FDR or BG drawn / issued by a Nationalized bank in the prescribed form, in favour of IMD.
- g) In the event of any amendment issued to the contract, Successful bidder 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.

B. Refund

IMD will release the already submitted valid Performance Security without any interest to Successful bidder/service provider on completion of Successful bidder's all contractual obligations. Successful bidder shall submit pre-receipt for obtaining back their security.

10. Terms of Delivery:

- a) Goods shall be delivered by Successful bidder in accordance with the terms of delivery schedule specified in the contract on FOR basis.
- b) Suppliers should not deliver the goods after the valid delivery period unless a prior consent has been obtained from the competent authority of IMD.



11. Delivery schedule:

- a) Spare parts shall be supplied to DWR Chennai within three months from the date of issue of supply order.
- b) Successful bidder is required to apply to IMD for extension of delivery period and obtain the same before dispatch. In case successful bidder 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 IMD.

12. Force Majeure:

- a) Force Majeure means an event beyond the control of Successful bidder and not involving Successful bidder's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of IMD 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.
- b) If there is delay in performance or other failures by Successful bidder to perform its obligation under its contract due to event of a Force Majeure, Successful bidder shall not be held responsible for such delays/failures.
- c) If a Force Majeure situation arises, Successful bidder shall promptly notify IMD in writing of such conditions and the cause thereof within twenty one days of occurrence of such event.
- d) Unless otherwise directed by IMD in writing, Successful bidder 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.
- e) 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.
- f) There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with Successful bidder on similar lines as above for further necessary action.

13. Warranty:

- a) The warranty shall be on-site warranty for one year. The quoted rate shall deemed to include the same.
- b) All stores should be free from all damages, defects and faults.
- c) Goods/stores should be in full conformity with the specifications, drawings and shall operate properly after installing at the site.
- d) Successful bidder shall be bound to furnish a clear written warranty.
- e) Successful bidder will be required to replace defective goods during transitions to the site, free of cost inclusive of all freight and handling charges.



- f) Successful bidder shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on IMD for such replaced parts/goods thereafter.
- g) Transportation / freight and insurance and custom clearance cost if any for sending defective parts for repairs to factory in India or foreign and sending back repaired or replaced one to IMD site(s), shall be borne by supplier itself.
- h) Other condition, if any, under warranty clause of "List of requirements/ technical specifications" section shall also be applicable.

14. Penalty clause/Liquidated damages clause (LD) for delayed delivery of stores

- a) Successful bidder shall shift the Doppler Weather Radar system and associated stores within the time schedule specified by IMD in the "List of requirements/ technical specifications" section and as incorporated in the supply order.
- b) The completion date shall be considered as the date on which all the items / stores / materials / services etc., have been delivered as per Supply/Purchase order. Any delay in completion of work shall be taken into account for penalty / LD purpose as per term/conditions of the contract.
- c) Penalty/Liquidated damages shall be calculated on the total purchase/contract price including the element of taxes etc., mentioned in the price bids.
- d) IMD shall, without prejudice to other rights and remedies available to IMD under the contract, deduct as penalty/liquidate damage from the contract price, a sum equivalent to 0.5% (half percent of cost of stores) per week of delay or part thereof on delayed supply of goods and/or delayed services in deviation to the milestone in Delivery Schedule, mentioned elsewhere in the document, subject to a maximum of 10% of the total contract value.
- e) L/D shall not be imposed under force majeure conditions.
- f) Once the maximum is reached purchaser may also consider following:
 - i. Forfeiture of the performance security.
 - ii. Termination of the contract for default.
- g) Successful bidder shall not be held responsible for delay in delivery of stores and their installation under the followings reasons:
 - I. *Delay in providing Entry permits/Road Permits (if required) to Successful bidder by IMD.*
 - II. *Due to delay in any or all of the above conditions the prescribed date of delivery shall be extended by the number of days of delay.*
- h) Successful bidder shall inform to IMD directly in writing regarding any delay on part of IMD.

15. Award Criteria and Tolerance Clause:

The purchase order /supply order shall be awarded to the eligible responsive BIDDER tender, evaluated as the most economical, technically qualified and suitable to the requirements.

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16. Taxes and Duties:

a. Duties and Local Taxes:

- i. Contractor shall pay GST/IGST/SGST/ Service Tax and other taxes where applicable as per existing rules at that time.
- ii. 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.
- iii. 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.
- iv. Exemption certificates will be issued by the department to avoid payment of such local taxes or duties, however if not accepted by any agency the payment will be reimbursed on production of original receipts.
- v. Successful bidder 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 to avoid delay in the supply of stores.

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.

b. Supply of Road Permits by the indenter / consignee:

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:-

- i. Successful bidder shall arrange Road permit after the receipt of the Supply order.
- ii. Successful bidder shall furnish all the necessary information and documents in this regard to consignee if any required from IMD.
- iii. On receipt of the above request, Successful bidder shall arrange the Road permit/way Bill in the prescribed form so that the same reaches Successful bidder before the dispatch of the stores,
- iv. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, IMD shall arrange to provide the Road permit/way Bill from appropriate authorities within a maximum period of 10 days from the receipt of invoice.
- v. Successful bidder shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit.

c. Income Tax and service tax etc:

- i. Tax deducted at source (TDS) shall be done before making payment to Successful bidders as per existing law in force. The bidders may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc.
- ii. The bidders shall have to provide their Permanent Income Tax Number (PAN), TAN and GST registration number.



17. 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.

Supply and acceptance:-

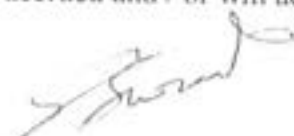
Hundred percent (100%) of total contract value will be paid after receipt and acceptance of spare parts by Doppler Weather Radar, Chennai.

18. Fall Clause:

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

19. Termination of tender by IMD:

- a) From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact IMD for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- b) In case a bidder attempts to influence IMD in IMD's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by IMD.
- c) IMD, without prejudice to any other contractual rights and remedies available to it (IMD), may, by written notice of default sent to Successful bidder, terminate the contract in whole or in part, if Successful bidder 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 IMD.
- d) In the event of IMD terminates the contract in whole or in part, IMD may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and Successful bidder shall be liable to IMD for the extra expenditure, if any, incurred by IMD for arranging such procurement.
- e) If Successful bidder becomes bankrupt or otherwise insolvent, IMD reserves the right to terminate the contract at any time, by serving written notice to Successful bidder without any compensation, whatsoever, to Successful bidder, 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 IMD.



20. Arbitration clause:

- a) If dispute or difference of any kind shall arise between IMD and Successful bidder in connection with or relating to the extension of contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) 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 IMD or Successful bidder 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.
- c) In the case of a dispute or difference arising between IMD/ 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.
- d) The award of the arbitrator shall be final and binding on the parties to the contract.
- e) Each party shall bear its own cost.

21. Venue of Arbitration:

- a) The venue of arbitration shall be the place from where the contract has been issued, i.e., Director General of Meteorology, Lodi Road, New Delhi, New Delhi.
- b) The contract shall be interpreted in accordance with the laws of India.

22. List of Deliverables:

- a) The bidder shall submit the final list of Deliverables as given at Annexure-V for all the stores, Hardware, subunits etc and all other services which bidder is going to offer in their technical proposal to meet the requirements under "List of requirement & Technical specifications" of this tender document.
- b) The list of deliverable shall be same as submitted in the price bid.

Note: It is mandatory to mention the details of offered stores/items.



CHAPTER-3

PRICE SCHEDULE (Financial Bid format)

S.No	Name of Item/Service components	Base price	Applicable taxes & duties	Total price
(1)	(2)	(3)	(4)	(6)

Total Tender price in figure:

Total Tender price in words:

Note/Instruction:

1. The bidder shall use their own letter head for quoting the prices. Document should be signed and stamped on all the pages.
2. Price shall be preferred in the format for deliverables for stores & services as given at Annexure V.
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.
8. Price Bid (in .pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder

Seal of the Bidder



CHAPTER-4

Annexure-I

CHECKLIST

S.No	Activity	Compliance Yes/ No/ NA	Page& ParaNo.of the bid Document
1.	Is Registration certificate of the Indian Firm with any state or central government body of India attached with technical bid?		
2.	Is Earnest Money Deposit (EMD) (Bank Guarantee /FDR) of required amount enclosed ? (as per Annexure-III)		
3.	Is the EMD submitted by the firm other than participating firm? If yes, then bid is likely to be rejected.		
4.	Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
5.	Is validity of EMD kept for 240 days?		
6.	Is the validity of bid as per the TE document?		
7.	Is the Tender Terms & Conditions Acceptance Form duly filled and signed (i.e. terms and conditions are acceptable)? (as per Annexure-II)		
8.	Is the bid signed?(Tenders is liable to be rejected if not signed)		
9.	Is the clause-by-clause compliance statement for the "List of requirements/ technical specifications "section enclosed? Compliance matrix indicating point wise compliance to all the points of tender document. Each point needs to be complied and single statement for all the points will not be agreed to.		
10.	Is the copy of the last purchase order(s) and end user Certificate enclosed?		
11.	Whether Permanent Account No. of bidding firm with proof is provided.		
12.	Is sales & service tax number/GST with registration certificate attached?		
13.	Name of the firm who quoted the price?		
14.	Name of tender currency?		
15.	Name of the bidder with complete address to whom supply order is to be Placed?		
16.	Whether un-priced bid similar to price bid with price hidden as per Chapter-4 is enclosed?		
17.	Whether Signed Integrity Pact document as per enclosed format is attached?		




Annexure-II

TENDER TERMS & CONDITIONS ACCEPTANCE FORM
(For all the terms & conditions of tender document are acceptable to tenderer)

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

Ref: Tender Enquiry (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 "TENDER DOCUMENT- 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 within scheduled time.

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. (Signature with date and seal of the company)

I/We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

I/We confirm that we are not deregistered/banned/blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on the date of submission of bids.

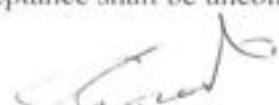
I/ We confirm that we fully accept and agree to all the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum etc. if any.

(Name and designation)

Duly authorised to sign tender for and on behalf of tenderer

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 "tenderer")
has submitted their offer dated
for the supply of
(hereinafter called the "tender")
against IMD's tender enquiry No
KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound into . (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 20 .

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, 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 IMD during the period of its validity:-
 - If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to and including 180 days or after the finalisation of tender 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

The bottom section of the document contains three handwritten signatures and a stamp. The first signature on the left is a cursive signature. The middle signature is a shorter, more stylized cursive signature. The third signature on the right is a long, sweeping cursive signature. There is a faint circular stamp or mark between the middle and right signatures.

BANK GUARANTEE MODEL FORMAT FOR PERFORMANCE SECURITY

To,
The President of India

Through :-

Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110008

WHEREAS _____ (Name and address of Successful bidder) (Hereinafter called "Successful bidder") 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 Successful bidder 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 Successful bidder such a bank guarantee;

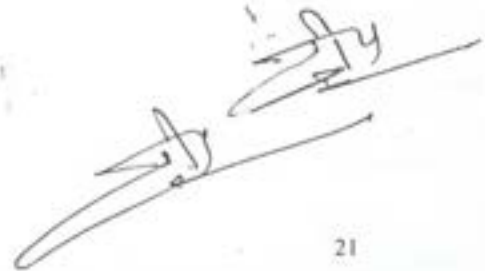
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of Successful bidder, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring Successful bidder to be in default under the contract 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 Successful bidder 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 Successful bidder 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 up to and including the _____ day of _____, 20____

(Signature with date of the authorized officer of the Bank)

Name and designation of the officer

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





**FORMAT FOR DELIVERABLES FOR SPARE PARTS OF
DOPPLER WEATHER RADAR SYSTEM AT CHENNAI**

S. No.	Items Description	Qty.	Unit Cost (Rs.)	Taxes (Rs.)	Total cost (in Rs.)
1	Modified new slewing bearing (with Bull gear)	1			
2	Encoder Drive (part no. 76-1622)	1			
3	Oil (Make and model: Mobilgear SHC 220 or Syntolube A220 (Part no. 43-0098) or Spartan Synthetic EP 220 or Omala HD 220 or equivalent)	1			

(Total in Rupees in words)

(Signature of the authorized officer of the Firm)

Seal, name & address of the Bidding Firm

Name and designation of the officer



**Proposal for procurement of spare parts of S-Band Gematronics-1500S make Doppler
Weather Radar system at Chennai**

Background

India Meteorological Department (IMD) holds the mandate of collecting weather observations throughout the country for timely dissemination of weather related information to various central and state agencies. For this, the department makes use of various instruments like Doppler Weather Radars which are spread throughout the country. One of the many Doppler Weather Radar (DWR) systems in the network of IMD is at Chennai which was procured during 2000-2002 from M/s Gematronik GmbH, Germany (renamed now as M/s Leonardo GmbH, Germany) and has become very old but presently in working condition and maintained by the IMD personnel and not under any AMC. This Gematronik DWR (Model no. METEOR 1500-S) system requires spare parts for carrying out the antenna repairing and servicing for smooth operation due to long time (about 20 years) of wear and tear of gearing system of antenna movement. The working of DWR shall facilitate dissemination of the radar observations in a timely manner for monitoring severe weather events and tracking the cyclones over Bay of Bengal.

2. Scope of supply of spare parts

a) The following spare parts are required for the repair of Gematronik make 1500 (S- band) DWR at Chennai:

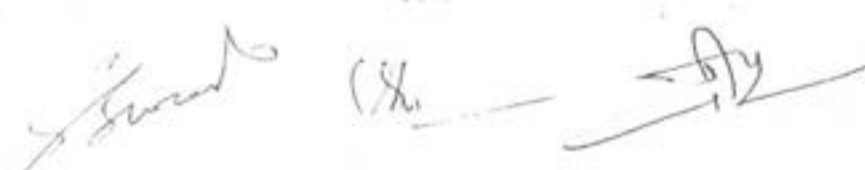
S.No.	Description of spares required for DWR (Model no. METEOR 1500-S)	Qty.
1.	Modified new slewing bearing (with Bull gear)	One
2.	Encoder Drive (part no. 76-1622)	One
3.	Oil (Make and model: Mobilgear SHC 220 or Syntolube A220 (Part no. 43-0098) or Spartan Synthetic EP 220 or Omala HD 220 or equivalent)	One

b) If required, all above spares can be physically seen at Radar Office of Chennai with prior permission from DWR In-Charge, Chennai.

3. Payment terms : 100% Payment shall be made to the firm only in INR after acceptance of spare parts and duly certified by DWR In-charge Chennai.

4. Delivery period : Spare parts shall be supplied to DWR Chennai within SIX months in one consignment from the date of issue of supply order.

5. Eligibility Criteria: Firm should be authorized agent of any Radar equipment or manufacturer or Indian firms involved in supply or manufacturing of Gearing System in the Table.



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C. S. S. S. S.

6. Responsibilities:

- a) The firm shall be responsible for arranging these spare parts with delivery and installation at DWR Chennai.
- b) Any other charges which includes custom duty, Excise, Freight, Insurance and transportation charges etc. shall be borne by the firm and to be included in the quoted price.
- c) The testing of spare parts at DWR Chennai will be the responsibility of the firm for test and acceptance before submitting delivery challan to IMD.
- d) If any spare is found defective during testing at Chennai shall not be accepted by IMD. Same shall be replaced with tested spare by the firm free of cost without charging any extra cost.
- e) During the testing, the required spares put in circuit and will be tested for its compatibility and functionality.
- f) 100% payment shall be released by IMD only after test and acceptance of all spares and working satisfactory in the Radar at Chennai.



-x-

