



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

Tender Enquiry No. **E-Tender Enquiry No.CPU/53/ 0121/1536** **Dated: 22.09.2022**

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 procurement of following Goods/Articles/Services. Manual bids shall not be accepted.
2. Name of Goods/Article/Services: **GPS based Radiosondes with compatible Ground Systems.**
3. Quantity & Specification : As per RFP section (Chapter 4) under tender enquiry document.
4. Tender schedule is as follows:

| | | |
|----|---|--|
| 1. | PRE BID Conference (A) Date & Time (B) Venue | 06/10/2022 / 1100 Hrs UAID, Mausam Bhawan, IMD, Lodi Road, New Delhi-110003. Ph- 011 43824539 |
| 2. | Closing date and time for submission of tender | 08/11/2022/ 1700 Hrs |
| 3. | Tender Opening date & time (Technical Bid) | 09/11/2022/ 1200 Hrs |
| 4. | Place of Tender opening | Central Purchase Unit O/o Mausam Bhawan, IMD Lodi Road ,New Delhi-110003 |

5. **Earnest Money Deposit (EMD):** Rs.68, 00,000/- (Rupees Sixty Eight Lakh) only. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG). Banker's Cheque/Demand Draft are NOT acceptable.
6. 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.
7. (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.

निविदा आमंत्रित करने की सूचना (एनआईटी)

ई-निविदा जाँच सं. E-Tender Enquiry No.CPU/53/ 0121/1536

दिनांक : 22.09 .2022

1. मौसम विज्ञान के महानिदेशक (मौविमनि) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान / वस्तुएँ / सेवाओं की आपूर्ति, संस्थापन और आरंभ के लिए पात्र और अर्हक निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में [ऑनलाइन](#) निविदा आमंत्रित करते हैं।
2. सामान/ वस्तुएँ/ सेवाओंका नाम: **GPS based Radiosondes with compatible Ground Systems.**
3. विनिर्देशन और मात्रा: आरएफपी (Chapter 4) के अनुसार,
4. निविदा अनुसूची इस प्रकार है:

| | | |
|----|---|---|
| 1. | प्री बिड कांफ्रेंस (क) दिनांक व समय (ख) स्थान | 06/10/2022 / 1100 Hrs UAID , मौसम भवन, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग, लोदीरोड, नईदिल्ली-110003 Ph- 011 43824539 |
| 2. | निविदा जमा करने की अंतिम तिथि व समय | 08 / 11/2022/ 1700 Hrs |
| 3. | निविदा खोलने की तिथि व समय (तकनीकी बिड) | 09/11/2022/ 1200 Hrs |
| 4. | निविदा खोलने का स्थान | केंद्रीय क्रय एकक, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदीरोड, नईदिल्ली-110003 |

5. **धरोहर राशि (ईएमडी) :Rs.68, 00,000/-** (अड़सठ लाख) केवल, बैंक गारंटी अथवा मियादी जमा रसीद (एफडीआर) द्वारा ही स्वीकार की जायेगी।
6. ईएमडी, निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये। हस्ताक्षरित ईएमडी 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।
7. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट सामान और सेवाओं के लिए पंजीकृत है, उनको निविदा शुल्क और धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है।
(ख) एनएसआईसी के साथ इस निविदा में निर्दिष्ट सामान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है।
(ग) ईएमडी में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।
8. ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं। सभी भावी निविदाकर्ता प्रीबिड बैठक समारोहस्थल), तारीख और समय (में भाग ले सकते है यदि ऊपर पैरामे 4 अनुरोध

किया गया है। ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं। संभावित बोलीदाता अपने प्रश्नों को अधिमानतः निर्धारित प्री-बिड मीटिंग से 5 दिन पहले ईमेल: [:dataual@gmail.com](mailto:dataual@gmail.com) पर भेज सकते हैं।

9. निविदाकर्ता <https://eprocure.gov.in/eprocure/app> और <https://internal.imd.gov.in/pages/tenders.php> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात के अनुसार अपनी निविदा तथा हस्ताक्षरित ई०एम०डी० दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे।

10. ई०एम०डी०दस्तावेज “O/o Director General of Meteorology, IMD, New Delhi” के पक्ष और नई दिल्ली में देय, जारी किया जा सकता है।

11. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003
12. प्रेषित: प्रमुख (UAID), भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
13. 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

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters as under:

| Chapter No. | Name of the Chapter | Page No. |
|-------------|--|----------|
| 1 | Instructions to Bidder (ITB) | 5 |
| 2A | General Conditions of Contract (GCC) | 19 |
| 2B | Special Conditions of Contract (SCC) | 32 |
| 3 | Schedule of Requirements | 34 |
| 4 | Specifications, Technical Details, Scope of Supply | 37 |
| 5 | Qualification requirements | 43 |
| 6 | Price Schedule Forms | 45 |
| 7 | Contract Form | 49 |
| 8 | Standard Forms | 51 |

LIST OF Abbreviations

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

CHAPTER 1 -INSTRUCTIONS TO BIDDERS - TABLE OF CONTENTS

| Clause No. | Contents | Page No. |
|--|---|-----------|
| A. Introduction | | 7 |
| 1.1 | Eligible Bidders | 7 |
| 1.2 | Cost of Bidding | 7 |
| 1.3 | Fraud and Corruption | 7 |
| B. The Bidding Documents | | 7 |
| 1.4 | Cost of Bidding Documents | 7 |
| 1.5 | Content of Bidding Documents | 8 |
| 1.6 | Clarification of Bidding Documents | 8 |
| 1.7 | Amendment to Bidding Documents | 8 |
| C. Preparation of Bids | | 9 |
| 1.8 | Language of Bid | 9 |
| 1.9 | Documents Comprising the Bid | 9 |
| 1.10 | Bid form and Price Schedule | 9 |
| 1.11 | Bid Prices | 10 |
| 1.12 | Bid Currencies | 10 |
| 1.13 | Documents establishing Bidder's Eligibility and Qualifications | 10 |
| 1.14 | Documents establishing Goods' Eligibility and Conformity to Bidding Documents | 11 |
| 1.15 | Bid Security / Earnest Money Deposit | 11 |
| 1.16 | Period of Validity of Bids | 12 |
| 1.17 | Format and Signing of Bid | 12 |
| D. Submission and Sealing of Bids | | 13 |
| 1.18 | Submission, Sealing and Marking of Bids | 13 |
| 1.19 | Due date for Submission of Bids | 13 |
| 1.20 | Submission of Bids | 13 |
| 1.21 | Withdrawal, Substitution and Modification of Bids | 13 |
| E. Opening and Evaluation of Bids | | 13 |
| 1.22 | Opening of Bids by the Purchaser | 13 |
| 1.23 | Confidentiality | 14 |
| 1.24 | Clarification of Bids | 14 |
| 1.25 | Preliminary Examination | 14 |
| 1.26 | Responsiveness of Bids | 14 |
| 1.27 | Non-Conformity, Error and Omission | 15 |
| 1.28 | Examination of Terms & Conditions, Technical Evaluation | 15 |
| 1.29 | Conversion of Single Currency | 15 |
| 1.30 | Evaluation and Comparison of Bids | 16 |
| 1.31 | Comparison of Bids | 16 |
| 1.32 | Contacting the Purchaser | 17 |
| 1.33 | Post qualification | 17 |

| | | |
|-----------------------------|--|-----------|
| F. Award of Contract | | 17 |
| 1.34 | Negotiations | 17 |
| 1.35 | Award Criteria | 17 |
| 1.36 | Purchaser's right to vary Quantities at the Time of Award or later | 17 |
| 1.37 | Purchaser's right to accept any Bid and to reject any or all Bids | 17 |
| 1.38 | Notification of Award | 17 |
| 1.39 | Signing of Contract | 17 |
| 1.40 | Order Acceptance | 18 |
| 1.41 | Performance Security | 18 |

A. Introduction

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

1.1 Eligible Bidders

- 1.1.1** This Invitation for Bids is open to all suppliers who fulfill the eligibility criteria as per chapter 5 and 1.1.2.
- 1.1.2** Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3** Bidders who fulfill the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

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

1.3 Fraud and corruption

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

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

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

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be **downloaded from Institute’s e-procurement website hosted at <https://eprocure.gov.in/eprocure>** as per the procedure mentioned on the said website. **The bidding document is free of cost however transaction fees mentioned on the website has to be paid**

according to the procedure mentioned at the website.

1.5 Content of Bidding Documents

1.5.1The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters.

1.5.2The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

1.6.1 In case when there is NO PRE-BIDCONFERENCE

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Purchaser shall host the response on its website, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of bidding documents and *Clause 1.19* relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.6.2 In case when there is PRE-BID CONFERENCE

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.6.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of Bidding Documents and *Clause 1.19* relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IMD for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach **IMD at least 5 days** before the date of Pre-bid Conference as indicated in Invitation to Bid. IMD shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would be hosted one-procurement website <https://eprocure.gov.in/eprocure> & IMD website www.imd.gov.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the procurement website <https://eprocure.gov.in/eprocure> after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.

1.7 Amendment to Bidding Documents

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

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

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

c. Preparation of bids

1.8 Language of Bid

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

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

1.9 Documents Comprising the Bid

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

| | |
|---|---|
| a | Bid Security as specified in the Invitation to Bids |
| b | Bidder Information Form |
| c | Manufacturer's Authorization Form |
| d | Documents required to fulfil Eligibility and Qualification criteria as specified in Chapter-5 |
| e | Detailed Technical Specifications and Scope of Supply |
| f | Schedule of requirements |
| g | Performance Statement Form |
| h | Service support details form |
| i | Deviation Statement Form |
| j | Bid form |
| k | Price Schedule Form(s) |
| l | Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted |
| m | Documents establishing goods eligibility and conformity to bidding documents |
| n | Certificate of Competent Authority in case the items under procurement falls under the restricted category of the current export-import policy of the Government of India |
| o | Pre-Contract Integrity Pact |

1.10 Bid form and Price Schedule

The bidder shall complete the Bid Form and the appropriate Price Schedule form as given in Chapter- 6 furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

1.11 Bid Prices

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

1.11.2 Prices indicated on the price-schedule form shall be entered separately in the following manner:

a) For Goods manufactured within India:

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

b) For Goods manufactured abroad:

| Prices are to be quoted on DDP basis | |
|---|---|
| i) | The price of the goods, quoted on Delivered Duty Paid (DDP). |
| ii) | The charges for inland transportation of the goods to the sites of installation after custom clearance by the firm. |
| iii) | The agency commission charges payable to Indian agent in Indian rupees, if any. |
| iv) | The installation, commissioning and training charges including any incidental services, if any |

1.11.3 The terms DDP shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce, Paris. Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offer shall be rejected as incomplete. The price quoted shall remain fixed during the contract period and shall not vary on any account.

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

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

1.11.6 Custom Duty is levied on all import meant for IMD. Hence, the suppliers are requested to quote only on DDP basis, freight, insurance and custom duty as applicable will be paid by the supplier and included in the tender cost.

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India and in foreign currency (preferably in **USD**) in case of offers received for supply from foreign countries.

1.13 Documents Establishing Bidder's Eligibility and qualifications

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

1.13.2 The documentary evidence of the bidder's qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

| | |
|-----|--|
| (a) | The bidder meets the qualification criteria listed in bidding documents. |
|-----|--|

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

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

1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

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

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

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

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

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

1.15.1 The EMD shall be furnished in the form of Bank Guarantee (BG) (as per **Annexure-C**) from any commercial bank within India. The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender. The scan copy of the Bid Security / Earnest Money Deposit (EMD) has to be uploaded in the e-procurement website of the Institute and Original copy of the same has to be submitted CPU Mausam Bhawan Lodi Road New Delhi, in the Room No. 517, on or before closing date of bids.

A. In case of Foreign Bidder(s):

- The EMD shall be submitted either by the principal or by the Indian agent.
- The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
- EMD may be given only in the form of Bank Guarantee (BG).

B. In the case of indigenous bidders:

1.15.2 Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than Bank Guarantee as per Chapter-8: **Annexure A**. No interest is payable on BS/EMD.

- 1.15.3 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.15.4 The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in the form of Bank Guarantee.
- 1.15.5 The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6 The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.7 Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC / MSME only for the manufacture of the tendered goods and not for selling products manufactured by other companies.
- 1.15.8 The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9 The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10 In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.11 The bid security may be forfeited:

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

1.16 Period of Validity of Bids

- 1.16.1 Bids shall remain valid for minimum of 180 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 1.16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e- mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 1.17 Format and Signing of Bid

- 1.17.1 The bids may be submitted as Two-bid as specified in the Invitation for Bids / NIT through e-procurement system hosted at website <https://eprocure.gov.in/eprocure> as per the process mentioned on the same website.
- 1.17.2 The bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Bid Form and Price Schedule forms. However, it may please be noted that price bid must be submitted through e-procurement portal only; no hard copy of price bid will be acceptable in any case. Bid Security shall be part of technical bid. If not Bid Security not submitted with the technical bid, the bid will summarily be rejected.

D. Submission of Bids

1.18 1.18 Submission of Bids

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

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

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

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

1.20 Due date for Submission of Bids

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

1.20.2 1.19.2 The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.20.3 1.19.3 The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://eprocure.gov.in/eprocure> e-procurement portal of the Institute.

1.20.4 1.19.4 Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <https://eprocure.gov.in/eprocure> as per detailed in **Annexure –N**.

1.21 Submission of Bids

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

1.21.2 The copies of the documents submitted as a part of Technical Bid including EMD in e-procurement system should reach IMD, New Delhi within 5 working days from the last date of submission of bids on e-procurement system. The bids shall be liable to reject if the document not received within stipulated deadline and the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. In case of any discrepancy between online uploaded technical bid and hard copy submitted at this Institute, the online copy shall be considered as final.

1.22 Withdrawal, substitution and Modification of Bids

1.22.1 The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e- procurement system. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.23 Opening of Bids by the Purchaser

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

1.24 Confidentiality

- 1.24.1** Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.24.2** Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.25 Clarification of Bids

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

1.26 Preliminary Examination

- 1.26.1** The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.26.2** The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- 1.26.3** All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

| | |
|------|--|
| i | The Bid is unsigned |
| ii | The Bidder is not eligible |
| iii | The Bid validity is shorter than the required period |
| iv | The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer |
| v | Bidder has not agreed to give the required performance security |
| vi | The goods quoted are sub-standard, not meeting the required specification, etc. |
| vii | Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4 |
| viii | The bidder has not agreed to some essential condition(s) incorporated in the tender. |
| ix | Bid Security shall be part of technical bid. If the Bid Security not submitted with the technical bid, the bid will summarily be rejected. |

- 1.26.4** The Price Schedule Form shall be examined after opening of the Price Bids of the technically qualified bidders.

1.27 Responsiveness of Bids

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

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

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

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

1.28 Non-Conformity, Error and Omission

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

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

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

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

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

1.29 Examination of Terms & Conditions, Technical Evaluation

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

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

1.29.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser

determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

1.30 Conversion to Single Currency

To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of opening of the Price Bids. For this purpose, exchange rate notified in www.rbi.org or any other website would be used by the purchaser.

1.31 Evaluation and comparison of bids

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

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

1.31.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived asunder;

1.31.3.1 For Goods manufactured within India

| The prices are to quoted on FOR destination basis | |
|--|---|
| i) | The price of the goods quoted Ex-works including taxes already paid. |
| ii) | GST and other taxes like LBT / Octroi etc. which will be payable on the goods if the contract is awarded. |
| iii) | The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form. |
| iv) | The installation, commissioning and training charges including any incidental services, if any as given in Scope of Supply (Chapter 4) |

1.31.3.2 For Goods manufactured abroad

| The prices are to quote on DDP basis | |
|---|---|
| i) | The price of the goods, quoted on Delivered Duty Paid (DDP). |
| ii) | The charges for inland transportation of the goods to the sites of installation after custom clearance by the firm. |
| iii) | The agency commission charges payable to Indian agent in Indian rupees, if any. |
| iv) | The installation, commissioning and training charges including any incidental services, if Any |

1.31.4 The comparison between the indigenous and the foreign offers shall be made on FOR destination basis and Delivered Duty Paid (DDP) respectively.

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

1.31.6 In case of Purchase of many items against one tender, which are not inter- dependent or, where compatibility is not a problem, normally the comparison would be made on FOR destination basis, (in case of indigenous items) and on DDP basis (in the case of imports) prices quoted by the firms for identifying the lowest quoting firm for each item.

1.31.7 Orders for Imported Goods need to be on Delivered Duty Paid (DDP) of the Incoterms latest edition as may be amended from time to time by the ICC or any other designated authority and favorable to IMD.

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

1.31.9 **The bidder has to quote for all items, failing which the bid will be treated as incomplete and will be rejected. And the comparison will be made on overall lowest tender basis, combining the prices quoted for both Imported and Indigenous items.**

1.32 Comparison of Bids

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

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

1.31.2 The bidders to fulfill the requirements contained in the O.M. No. 6/18/2019-PPD dated 23.07.2020 (order public procurement No. 1 and 2 and the order No. 3 dated 24.07.2020, if the bidder is from a country which shares land borders with India.

1.33 Contacting the Purchaser

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

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

1.34 Post qualification

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

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

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

F. Award of contract

1.35 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.36 Award Criteria

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

1.37 Purchaser's right to vary Quantities at Time of Award or later (Option Clause)

The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period).

1.38 1.37 Purchaser's right to accept any Bid and to reject any or all Bids

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

1.39 Notification of Award

- 1.39.1** Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.39.2** Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.39.3** Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.40 Signing of Contract

- 1.40.1** Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order.
- 1.40.2** Within fourteen (14) days of date of the acceptance of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7.

1.41 Order Acceptance

- 1.41.1** The successful bidder should submit Order acceptance within 14 days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.41.2** The order acceptance must be received within 14 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the purchase order shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.42 Performance Security

Within 14 days of receipt of the notification of award / Purchase Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the warranty period.

CHAPTER 2

CONDITIONS OF CONTRACT

A. GENERAL CONDITIONS OF CONTRACT

| Clause No. | Contents | Page No. |
|-------------------|---|-----------------|
| 2.1 | Definitions | 20 |
| 2.2 | Contract Documents | 20 |
| 2.3 | Fraud and Corruption | 20 |
| 2.4 | Joint Venture, Consortium or Association / Amalgamation / Acquisition, Patent Indemnity | 21 |
| 2.5 | Scope of Supply | 21 |
| 2.6 | Suppliers' Responsibilities | 22 |
| 2.7 | Contract price | 22 |
| 2.8 | Copy Right | 22 |
| 2.9 | Application | 22 |
| 2.10 | Standards | 22 |
| 2.11 | Use of Contract Documents and Information | 22 |
| 2.12 | Performance Security | 22 |
| 2.13 | Installation, Commissioning, Demonstration, Inspection and Tests | 23 |
| 2.14 | Packing | 23 |
| 2.15 | Delivery and Documents | 23 |
| 2.16 | Insurance | 25 |
| 2.17 | Transportation | 25 |
| 2.18 | Incidental Services | 25 |
| 2.19 | Spare Parts | 25 |
| 2.20 | Warranty | 25 |
| 2.21 | Terms of Payment | 27 |
| 2.22 | Change Orders and Contract Amendments | 27 |
| 2.23 | Assignment | 27 |
| 2.24 | Subcontracts | 27 |
| 2.25 | Extension of time | 27 |
| 2.26 | Penalty Clause | 28 |
| 2.27 | Termination for Default | 28 |
| 2.28 | Force Majeure | 29 |
| 2.29 | Termination for insolvency | 29 |
| 2.30 | Termination for Convenience | 29 |
| 2.31 | Settlement of Disputes | 30 |
| 2.32 | Governing Language | 23 |
| 2.33 | Applicable Law | 30 |
| 2.34 | Notices | 30 |
| 2.35 | Taxes and Duties | 30 |
| 2.36 | Right to use Defective Goods | 30 |
| 2.37 | Protection against Damage | 30 |
| 2.38 | Site preparation and installation | 31 |
| 2.39 | Integrity Pact | 31 |

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

A. GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

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

| Sr. No. | Words / Expressions | Meaning |
|---------|-----------------------|---|
| (a) | Contract | The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. |
| (b) | Contract Documents | The documents listed in the Contract Agreement, including any amendments thereto. |
| (c) | Contract Price | The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. |
| (d) | Day | Calendar day |
| (e) | Completion | The fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. |
| (f) | GCC | The General Conditions of Contract. |
| (g) | Goods | All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract |
| (h) | Services | The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract. |
| (i) | SCC | The Special Conditions of Contract. |
| (j) | Subcontractor | Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. |
| (k) | Supplier | The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. |
| (l) | Purchaser | The Director, India Meteorological Department (IMD) an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. as specified in SCC |
| (m) | The final destination | The place named in the SCC. |

2.2 Contract Documents

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

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper as per Contract Form given in Chapter 7 within 14 days of the acceptance of the Purchase Order having value above Rs. 25 lakh or equivalent amount in Foreign Currency.

2.3 Fraud and Corruption

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

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

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

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

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

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

2.4.2 Amalgamation/Acquisition etc.:

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

2.4.3 IndemnityBond

In order to safeguard the interest of IMD, the supplier should submit Indemnity Bond as given in Chapter-8 (Annexure-J) on Rs.500/- non judicial stamp paper within 30 days of placing of the order for Purchase Order having value above Rs. 25 lakh or equivalent amount in Foreign Currency.

2.4.4 Patent Indemnity

- a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.4.3(a), indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

| | |
|------|--|
| (I) | the installation of the Goods by the Supplier or the use of the Goods in India |
| | AND |
| (II) | the sale in any country of the products produced by the Goods |

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

2.5 Scope of Work

Scope of Work (i.e. the Goods to be supplied and Related Services to be performed) shall be as specified in the Chapter-4 clause 4.2

2.6 Suppliers' Responsibilities

The Supplier shall supply all the Goods and perform all Related Services included in the Scope of Supply-Clause 2.5 of the GCC and the Delivery & Completion Schedule, as per GCC Clause 2.15 relating to delivery and document.

2.7 Contract price

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

2.8 Copyright

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

2.9 Application

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

2.10 Standards

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

2.11 Use of Contract Documents and Information

- 2.11.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 2.11.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.
- 2.11.3** Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Performance Security (PS)

- 2.12.1** Within 14 days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till 60 days after the warranty period. The PS, where applicable, shall be submitted in advance for orders where full payment is to be made on Letter of Credit (LC) or on delivery. In this case, submission of PS at the time of negotiation of documents through Bank would be stipulated as a condition in the LC and the BS should be kept valid till such time the PS is submitted.
- 2.12.2** The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 2.12.3** The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of the contract in the case of offers received for supply from foreign countries.
- 2.12.4** In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the PS may be submitted by either the manufacturer or their authorized dealer / bidder.
- 2.12.5** The Performance security shall be in form of a Bank guarantee issued by a Nationalized /

Scheduled bank located in India or a bank located abroad in the form provided in the bidding documents.

- 2.12.6** The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.
- 2.12.7** In the event of any contract amendment, the supplier shall, within 14 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter. The order confirmation should be received within 14 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the purchase order shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.
- 2.12.8** The bidder required to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.13 Installation, Commissioning, Demonstration, Inspections and Tests

Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter as specified in Chapter 4.

2.14 Packing

- 2.14.1** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 2.14.2** The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.15 Delivery and Documents

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

| Details of Shipping and other Documents to be furnished by the Supplier are : | |
|--|---|
| A) | For goods manufactured or supplied from within India |
| | Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of dispatch and also supply following documents by registered post / speed post and copies thereof by FAX/email |
| (a) | Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value |
| (b) | Packing list |
| (c) | Certificate of country of origin |

| | |
|--------------|--|
| (d) | Insurance certificate, if required under the contract |
| (e) | Railway receipt/Consignment note |
| (f) | Manufacturer's warrantee certificate and in-house inspection certificate, if any |
| (g) | Inspection certificate issued by purchaser's inspector, if any |
| (h) | Any other document(s) as and when required in terms of the contract |
| NOTE: | |
| 1 | The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). |
| 2 | The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| B) | For goods manufactured or supplied from abroad |
| | Within 24 hours of dispatch, the supplier shall notify the purchaser the complete details of |
| | Dispatch and also supply following documents by Registered Post / courier and copies thereof by FAX. |
| (a) | Three copies of supplier's Invoice giving full details of the goods including quantity, value, etc. |
| (b) | Packing list |
| (c) | Certificate of country of origin |
| (d) | Manufacturer's warrantee and Inspection certificate, if any |
| (e) | Inspection certificate issued by the Purchaser's Inspector, if any |
| (f) | Insurance Certificate, if required under the contract |
| (g) | Name of the Vessel / Carrier |
| (h) | Bill of Lading / Airway Bill |
| (i) | Port of Loading |
| (j) | Date of Shipment |
| (k) | Port of Discharge & expected date of arrival of goods |
| (l) | Any other document(s) as and when required in terms of the contract |
| NOTE: | |
| 1 | The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract. The dispatch particulars including the name of the transporter should also be mentioned in the Invoice(s). |
| 2 | The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses. |

2.15.2 The term DDP etc. shall be governed by the rules prescribed in the current edition of the Incoterms published by the International Chambers of Commerce (ICC), Paris.

2.15.3 Deliver Schedule

- a) 9600 numbers of GPS radiosondes and 15 ground systems to be to be supplied within 4 month from the date of issue of Supply order (One complete ground system and 800 sondes for each of the 12 locations and 3 systems at HQ New Delhi). All the 15 systems to be installed in the upper air network of IMD by the vendor within 7 months from issue of supply order. ***However the delay on part of IMD for conducting FAT / opening of LC or any other reason will be condoned from the delivery schedule duration.***
- b) Thereafter 800 radiosondes to be dispatched at each of the 12 stations within 10 months of the installations of the systems at each site amounting to annual supply of 9600 numbers.
- c) Thereafter 800 radiosondes to be dispatched at each of the 12 stations within 10 months of

the previous lot of radiosondes at each site amounting to annual supply of 9600 numbers. The routine to be followed till completion of the full quantity.

d) Separate L/C to be established for each lot.

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

2.16 Insurance

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

2.16.2 Delivery of the goods is required by the purchaser on Delivered Duty Paid (DDP) for imported goods or FOR destination for Indigenous goods, the supplier shall arrange and pay for Marine / Transit Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, in the event of any loss or damage.

2.16.2 The equipment to be supplied will be insured by the supplier against all risks of loss or damage from the date of shipment till such time it is delivered at IMD site in case of Rupee transaction

2.16.3 With a view to ensure that claims on insurance companies, if any, are lodged in time, the Bidders and / or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the Bidder / Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the Purchaser on the event of the delay.

2.17 Transportation

2.17.1 The Supplier is required under the Contract to deliver the Goods on Delivered Duty Paid (DDP), transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

2.18 Incidental Services

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

2.19 Spare Parts

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

| | |
|-----|--|
| (a) | Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and |
| (b) | In the event of termination of production of the spare parts: |
| | (i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and |
| | (ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested. |

2.20 Warranty

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

- 2.20.2** The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 2.20.3** Warranty as per clause-15, Chapter 4, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS
- 2.20.4** The warranty on the associated software should cover providing of updates, patches and upgraded version/s, if any, released during the warranty period free of cost.
- 2.20.5** The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.
- 2.20.6** The equipment must be supported by a Service Centre manned by the principle vendor's technical support engineers during Warranty period. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.
- 2.20.7** An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.
- 2.20.8** Supplier will have to arrange for all the testing equipment & tools required for installation, testing & maintenance etc.
- 2.20.9** The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.
- 2.20.10** Details of onsite warranty, Name of Agency that shall maintain during warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty shall be given in the Technical Offer.
- 2.20.11** The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 2.20.12** Upon receipt of such notice, the Supplier shall, within 4 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 2.20.13** If having been notified, the Supplier fails to remedy the defect within 4 days; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 2.20.14** In case the Equipment / System remains non-operational or performs below the desired level for more than 4 days after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non-operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract. **In addition to that penalty will be imposed and will be recovered from Performance Security Deposit or from any amount due to the supplier as specified in warranty (clause 15) of chapter 4, specifications and allied technical details**
- 2.20.15** The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.
- 2.20.16** In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to IMD for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents

for custom clearance.

2.20.17 Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is upto Rs. 5 Lakh then the documentation charges will be Rs. 5,000 and above Rs. 5 Lakh it is Rs. 10,000. Such charges have to be paid in favour of The Director, IMD. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting IMD to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.

2.21 Terms of Payment

2.21.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.

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

2.21.3 Payment shall be made in currency as indicated in the contract.

2.22 Change Orders and Contract Amendments

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

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

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

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

2.23 Assignment

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

2.24 Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract. If in case, Supplier intends to sub-contact; same shall be mandatorily specified in the Bid and copy of all such sub-contracts shall be included in the contract itself. It shall also be specified that even if the supplier goes for subcontracting after taking permission of the purchaser, the whole sole responsibility will be with the supplier and the purchaser shall not make any direct communication with the sub-contractor and only will be with the contractor.

2.25 Extension of time

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

2.25.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.

2.25.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.26 Penalty & Liquidated Damages (LD) clause

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

a) For Supply, Installation and commissioning work :If the supplier fails to complete the work within specified period mentioned in the tender, penalty will be imposed of 0.5 % per week up to 10% max of purchase order value.

b) During warranty period: Since the radiosounding system is used for critical applications of upper air observations, penalty shall be imposed due to delay in recovering the whole system to normal working conditions. The maximum response time for a maintenance complaint (i.e. time required for Vendor's maintenance engineers to report to the installations site after a request call / fax /emails made or letter is written) shall not exceed 4 days, failing to which penalty will be imposed of 0.5% for every week delay up to 10% of the total contract value and will be deducted from any bill / Performance Security Deposit / Performance Bank Guarantee.

2.26.2 As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise EMD/PS may be forfeited and also LD clause will be applicable / enforced.

a) If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5 % of the portion / lot of supply order value per week of delay subject to a maximum of 10% beyond the respective due date of the portion / lot. Such money will be deducted from any amount due or which may become due to the supplier.

b) IMD reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS.

c) The **maximum** amount of **penalty** shall be **10%**.

d) The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.

2.27 Termination for Default

2.27.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written

notice of default sent to the Supplier, terminate the Contract in whole or part:

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

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

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

2.28 Force Majeure

2.28.1 Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.28.2 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.28.3 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.29 Termination for Insolvency

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

2.30 Termination for Convenience

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

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

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

2.31 Settlement of Disputes

2.31.1 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.

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

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

2.32 Governing Language

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

2.33 Applicable Law / Jurisdiction

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

2.34 Notices

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

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

2.35 Taxes and Duties

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

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

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

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

2.36 Right to use Defective Goods

If after delivery, installation and within commissioning & acceptance and within warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue

to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.37 Protection against Damage

The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

- a) Voltage 230 volts – Single phase ($\pm 10\%$)
- b) Frequency 50Hz.

2.38 Site preparation and installation

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

2.39 Integrity Pact

2.39.1 All organizations under MOES including IMD have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding. The integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.

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

CHAPTER 2 SPECIAL CONDITIONS OF CONTRACT (SCC)

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

| GCC Clause | Special Condition of Contract (SCC) |
|--------------|---|
| GCC 2.1.1(l) | The Purchaser is: THE DIRECTOR GENERAL OF METEOROLOGY INDIAMETEOROLOGICAL DEPARTMENT LODI ROAD, NEW DELHI- 11000, INDIA |
| GCC 2.1.1(m) | The Final Destination is: As per chapter 4, specifications and allied technical details |
| GCC 2.12.1 | The amount of the Performance Security shall be 10% of the contract value , valid up to 60 days after the date of completion of contract obligations including warranty obligations. |
| GCC 2.14.2 | The marking and documentation within and outside the packages shall be marked with properpaint / indelible ink. |
| | (a) Each package should have a packing list within it detailing the Part No.(s), description, quantity etc. |
| | (b) Outside each package, the Contract No., the name and address of the Purchaser and the Final destination should be indicated on all sides and top. |
| | (c) Each package should be marked as 1/x,2/x,3/xx/x, where “x” is the total No.ofpackages contained in the consignment. |
| | (d) All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage. |
| GCC 2.15.3 | (a) In case of supplies from within India, the mode of transportation shall be by Air / Rail /Road . |
| | (b) In case of supplies from abroad, the mode of transportation shall be by Air/Sea . |
| GCC 2.16.1 | The Insurance shall be for an amount equal to 110% of the FOB value of the contract from “warehouse to warehouse (final destination)” on “all risk basis” including strikes, riots and civil commotion, in addition to storage policy for 60 days is advised so as to ensure the inspection by the Indian Agent at the time of opening the packages. |
| GCC 2.20 (c) | The period of validity of the Warranty shall be: The warranty shall be as per clause-15, chapter 4, specifications and allied technical details. |
| GCC 2.21.1 | The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: |
| | A Payment for Goods supplied from abroad: |
| | Payment of foreign currency portion shall be made in currency of the Contract in the following manner: |
| | (a) On Shipment: Sixty (60%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favour of the Supplier in a bank in its country, upon submission of proof of dispatch and successful FAT. |
| | (b) On Acceptance: Forty (40%) percent of the Contract Price of Goods received shall be paid after successful installation & commissioning and SAT, upon submission of claim supported by the acceptance certificate issued by the Purchaser. |
| | (c) The LC for 100% value of the contract shall be established after deducting the |

| | | |
|------------|----------|---|
| | | agency commission payable if any, to the Indian agent from the DDP value. |
| | (d) | The LC will be confirmed at the suppliers cost, if requested specifically by the supplier. All bank charges abroad shall be to the account of the beneficiary i.e. supplier and all bank charges in India shall be to the account of the opener i.e. purchaser. If LC is requested to be extended/ reinstated for reasons not attributable to the purchaser, the charges thereof would be to the suppliers' account. Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. |
| | B | Payment for Goods and Services supplied from India: |
| | | The payment shall be made in Indian Rupees, as follows: |
| | (a) | Payment terms for Indian bidders; 60 % payment on delivery of stores at respective sites. Remaining 40 % payment on successful SAT |
| | (b) | E-Payment: All payments, IMD prefers to make Electronic Transfers (RTGS) / (NEFT) |
| | | NOTE: |
| | | ➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable. |
| GCC 2.26.1 | (a) | As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise EMD/PS may be forfeited and also LD clause will be applicable /enforced |
| | (b) | If the supplier fails to Supply, Install and Commission the system as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5 % of the portion / lot of supply order value per week of delay subject to a maximum of 10% beyond the respective due date of the portion / lot. Such money will be deducted from any amount due or which may become due to the supplier. |
| | (c) | IMD reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS |
| | (d) | The maximum amount of penalty shall be 10% . |
| | (e) | The liquidated damages shall be levied on the delivered price of the delayed Goods or Un-performed Services or contract value. |
| GCC 2.33.1 | | The place of jurisdiction is Delhi, India. |

CHAPTER 3

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

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder (in reference to Scope of Supply given in Clause-4.2 of Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

(Please refer chapter 4, specifications and allied technical details of tender documents. If there is any clashes or dispute between the scope of supply, technical specifications, terms and conditions relating to pure technical parts of the equipment, training, warranty, etc., the wording / matter available in CHAPTER 4, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS prevails over the wording / matter available herein Chapter 4).

4.1 Optional items mentioned in the quotation will not be considered for commercial evaluation. Items to be supplied from India should be quoted in Indian Currency only

4.2 Scope of Work

Scope of Work includes the following:

- (i) Supply of the equipment / system as specified in chapter 4, specifications and allied technical details
- (ii) FAT, Installation & Commissioning
- (iii) Training as specified below in 4.4
- (iv) Onsite Warranty as specified in clause-15. Chapter 4, specifications and allied technical details

4.3 Inspection & Tests

- (i) The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified here. The Supplier shall at its own expense and at no cost to the IMD carry out all such tests and/or inspections of the Goods and Related Services as are specified in the chapter 4 or as discussed and agreed to during the course of finalization of contract.
- (ii) Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- (iii) The IMD or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the IMD and what inspections and tests the IMD requires and where they are to be conducted. The IMD shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.
- (iv) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- (v) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having

previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

- (vi) The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- (vii) With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent, if any, shall be responsible for follow up with their Principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after customs clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/ Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.
- (viii) Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance Manuals together with Drawings of the goods and equipment built. These shall be in such details as will enable the Purchase to operate, maintain, adjust and repair all parts of the works as stated in the specifications.
- (ix) The Manuals and Drawings shall be in the ruling language (English) and in such form and numbers as stated in the Contract.
- (x) Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purposes of taking over until such Manuals and Drawing have been supplied to the Purchaser.
- (xi) On successful completion of acceptability test, receipt of deliverables, etc. and after the Purchaser is satisfied with the working of the equipment, the acceptance certificate signed by the Supplier and the representative of the Purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the equipment. Acceptance certificate form as given in Annexure-I (Chapter 8) should be signed by authorised representative of Supplier & Purchaser.
- (xii) Installation, commissioning, demonstration, all trainings and testing to be arranged by the supplier and the same are to be done within 90 days of the arrival of the equipment at site.

4.4 Installation, Commissioning & Acceptance Test

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

4.5 Training

As per chapter 4, specifications and allied technical details.

4.6 Incidental Services

As per chapter 4, specifications and allied technical details.

4.7 Delivery Schedule

A) Delivery Schedule:

| Sl. No. | Brief Description of Goods and Services | Quantity & Unit | Delivery Schedule |
|---------|--|--|-------------------|
| 1 | Lot-1 consisting of Ground Systems and GPS Radiodondes | 15 Nos. of Ground Systems and 9600 Nos. of Radiosondes | |
| 2 | Lot-2 consisting of GPS Radiodondes | 9600 | |
| 3 | Lot-3 consisting of GPS Radiodondes | 9600 | |
| 4 | Lot-4 consisting of GPS Radiodondes | 9600 | |
| 5 | Lot-5 consisting of GPS Radiodondes | 9600 | |

Period of delivery shall start from: _____

B) Term of delivery /DeliveryTerm :

| | |
|--------------------------|--|
| Goods from Abroad | |
| Goods from India | |

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

| Sr. No. | Activity | Time Frame |
|---------|--|------------|
| 1 | Factory Acceptance Test (FAT) | |
| 2 | Site Preparation (if required) | |
| 3 | Installation & Commissioning | |
| 4 | Site Acceptance Test | |
| 5 | Training (Factory training, Site training) | |
| | | |

4.8 Commercial evaluation of bid

The bid will be treated as **incomplete** if bidder has **not quoted** for all the components given in this chapter (chapter 4) and **the incomplete bid will be rejected.**

CHAPTER 4

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

A. Introduction

India Meteorological Department has a network of upper air observatories at 56 locations in India for collection of upper air data. Six of these stations are recognized as GCOS upper air network (GUAN) under WMO. In addition 6 stations are to be up-graded to expand GUAN standard upper air network from 6 to 12. Hence, IMD requires 12 Nos. of GUAN standard GPS based radiosounding system for upper air network enhancement.

These systems are capable of measuring pressure, temperature, humidity, wind speed and wind direction profiles using a balloon borne radiosonde. The system operates in the 400 MHz meteorological band and also includes all items necessary to measure, processing, output, archive and displays the atmospheric data.

B. Purpose of RFP

IMD intends to continue to use high quality GPS Radiosonde at these locations in India. IMD is seeking rate contract for procurement of 48000 numbers of GPS Radiosonde (12 station x 800 each for 5 year = 48000) GPS based radiosondes along with 15 Nos. of compatible ground systems.

C. Terms & Conditions

1. Delivery Schedule :

- 1). 9600 numbers of GPS radiosondes and 15 ground systems to be to be supplied within 4 months from the date of issue of Supply order (One complete ground system and 800 sondes for each of the 12 locations and 3 systems at HQ New Delhi). All the 15 systems to be installed in the upper air network of IMD by the vendor within 7 months from issue of supply order. *However the delay on part of IMD for conducting FAT / opening of LC or any other reason will be condoned from the delivery schedule duration.*
- 2). Thereafter 800 radiosondes to be dispatched at each of the 12 stations within 10 months of the installations of the systems at each site amounting to annual supply of 9600 numbers.
- 3). Thereafter 800 radiosondes to be dispatched at each of the 12 stations within 10 months of the previous lot of radiosondes at each site amounting to annual supply of 9600 numbers. The routine to be followed till completion of the full quantity.
- 4) Separate L/C to be established for each lot.

2. List of Deliverables:

GPS radiosonde (48000 numbers) subject to fulfillment of the condition that the firm has also to offer 15 compatible ground systems as per IMD's technical specification.

| S. No. | Item | Quantity |
|---------------|--|-----------------|
| 1 | Ground Receiving System including Receiver/Processor Unit, RF Antennae Unit, Local GPS Antennae Unit, GPS repeater, Communication Cables | 15 Set |
| 2 | Ground Check Box | 15 Set |

| | | |
|----|---|------------|
| 3 | Desktop/Laptop PC | 15 Set |
| 4 | Printer (LaserJet) | 15 Set |
| 5 | UPS (With 2 Hours Battery Power Backup) | 15 Set |
| 6 | Sounding Software | 15 Set |
| 7 | Radiosondes (Compatible with Ground Receiving System) | 48000 Nos. |
| 8 | Installation, Operation and Maintenance Manuals | 15 Set |
| 9 | Factory Acceptance Test (FAT) – A team of two IMD Scientists to conduct the FAT at factory site of OEM. | 1 No |
| 10 | Site Acceptance Test and Site Training at sites. | 12 Nos. |

D. Technical Specifications:-

| Technical Specifications for Upper Air Radiosounding System using Global Positioning System (GPS) along with GPS Radiosonde. | |
|---|--|
| SI No. | Parameter |
| 1 | GENERAL REQUIREMENTS |
| 1.1 | The system shall include all items necessary to measure, process, output, archive and display the atmospheric data. |
| 1.2 | The system to be offered, consisting of ground equipment and radiosonde, must have taken part in the latest WMO inter-comparison test 2010 Beijing, China. The inter-comparison report shall indicate the radiosonde to be of high quality. The vendor shall submit the copy of the inter-comparison report. The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) on all parameters or having GRUAN certification for the offered model to this effect. |
| 1.3 | The system shall be automated so that operator action is not needed after a sounding is initiated. Initiating a sounding includes balloon filling, radiosonde preparation, system startup, surface observation entry and balloon launch. |
| 1.4 | As recommended by the WMO CIMO Guide No 8, radiosonde measurement accuracy should always be checked in a controlled environment before the radiosonde is launched to prevent the launch of faulty radiosondes and to improve calibration accuracy by adjusting for small changes in calibration that may have occurred when the radiosonde was transported to the launch site and during storage. Necessary equipment and software for this purpose must be included in the system. |
| 1.5 | For reliable data transfer from the radiosonde to the ground station, digital modulation with efficient error detection and correction method shall be used. |
| 1.6 | To improve reliability and to minimize the need for maintenance, the system shall contain no moving parts other than cooling fans in the indoor equipment. |
| 1.7 | Detailed, parawise compliance statement shall be provided by the tenderer and shall specifically state their compliance / Non-compliance in the text form in detail. Compliance and non-compliance of IMD specifications shall be clearly stated and shall be supported by text and literature. |
| 2 | Measurement accuracy requirements |
| 2.1 | Temperature—The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) or having GRUAN certification for the offered model to this effect. |
| 2.2 | Humidity—The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) or having GRUAN |

| | |
|------|--|
| | certification for the offered model to this effect. |
| 2.3 | Pressure and geopotential height—The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) or having GRUAN certification for the offered model to this effect. |
| 2.4 | Wind—The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) or having GRUAN certification for the offered model to this effect. |
| 3 | Radiosonde Transmitter |
| 3.1 | To make it possible to choose a free frequency slot in the frequency band, also in noisy conditions, it shall be possible to tune the radiosonde transmitter to any frequency within the frequency band. |
| 3.2 | Frequency range shall be limited so that inadvertent tuning to unauthorized frequency is prevented. In addition to manual tuning, the system must be capable of tuning the radiosonde automatically to a predefined value within the range. |
| 3.3 | The transmission power (effective radiation power) shall be high enough to ensure reliable telemetry in accordance with other requirements in this specification and to ensure received signal better than the sensitivity of the receiver up to the radial distance as per score of at least 4.0 in latest WMO inter-comparison. |
| 4 | Radiosonde Physical construction |
| 4.1 | The design and construction of the radiosonde shall be such that no physical, electrical or chemical hazards are presented to operators, other personnel, or to any unskilled labour who requires access to the radiosonde preparation room. The design shall also be free from projections that may cause hazard to humans or animals during preparation or on landing. |
| 4.2 | Weight when ready for launch shall be less than 400 grams. |
| 4.3 | The radiosonde and de-reeler design must enable a balloon launch in wind speeds up to 35m/s. |
| 4.4 | The suspension string between the radiosonde and balloon shall be 30 meters or more to eliminate possible temperature errors caused by the balloon. |
| 4.5 | The suspension string shall be uncoiled slowly enough to prevent the sonde from hitting the ground when released. |
| 4.6 | It shall be possible to use the dereeler together with a parachute. |
| 4.7 | Humidity sensor must be designed so that the risk of ice formation on the humidity sensor is minimized. |
| 4.8 | Both, humidity and temperature sensor shall be mounted externally so that air that has previously been in contact with the radiosonde body does not affect the measurement. |
| 4.9 | Both, humidity and temperature sensor shall be mounted so that thermal conduction from the radiosonde body does not affect the measurement. It shall be ensured that the sensor in-flight position in relation to sonde body is the same in every radiosonde i.e., the position cannot be altered by the user. |
| 4.10 | Both, humidity and temperature sensor shall recover fast from high humidity conditions or a cloud so that cloud top is reliably detected. |
| 5 | Radiosonde electronics |
| 5.1 | Battery capacity shall be sufficient for a flight of 120 minutes after a 15 minutes preparation time. Total capacity shall be at least 135 minutes. |
| 5.2 | Sampling rate of all sensors and wind data shall be at least once per second (1Hz). |
| 6 | Radiosonde calibration |
| 6.1 | Radiosonde must be factory calibrated before delivery. |
| 6.2 | Calibration data shall be stored in the radiosonde and be read automatically by the ground equipment during radiosonde preparation. |
| 6.3 | The shelf life of the radiosonde, including battery shall be 12 months or higher. |
| 7 | GROUND SYSTEM |
| 7.1 | Ground system shall include antennae, receiver and general purpose desktop/laptop (SSD) |

| | |
|-----|---|
| | computer, LaserJet printer and any other equipment necessary to perform a sounding. |
| 7.2 | All operator actions shall be through a single user interface. |
| 7.3 | When installed the design and construction of the system shall be such that no physical, electrical or chemical hazards are presented to operators, other users of the room, or to any unskilled labour who requires access to the room. |
| 7.4 | System description at functional block level shall be provided. |
| 7.5 | The UPS shall have capacity for running the complete sounding system for 2 hours. Rating and frequency of the UPS input voltage shall be chosen to match the available mains voltage. |
| 7.6 | Input voltage range shall be 200 to 240 VAC |
| 7.7 | Operating frequency range shall be 50-60Hz. |
| 7.8 | Feed Antenna cables shall be at least 30 meters in length. |
| 8 | Receiver |
| 8.1 | The system shall have a real-time spectrum display that shows the frequency occupation in the meteorological band (400.15-406 MHz or 1668.4-1700 MHz) so that operator can choose a frequency in an unoccupied and noise-free slot. |
| 8.2 | It shall be possible to tune the frequency within the range. |
| 8.3 | It shall be possible to limit the usable frequency range in the ground system so that inadvertent tuning of radiosonde to unauthorized frequency is prevented. |
| 8.4 | The system shall be able to receive and correctly process transmissions from the radiosonde when other radiosondes of similar type are operating at a frequency separation of +/- 200 kHz and beyond 10 km distance from the receiver. |
| 8.5 | The offered antenna shall be able to reliably receive the radiosonde signal at elevation angle of 5 degrees or lower. |
| 8.6 | The system shall be capable of maintaining telemetry when radiosonde is directly above the receiving antenna. |
| 8.7 | Antennae shall contain no moving parts and any control, such as direction control, shall be automatic and fully electronic. |
| 8.8 | It shall be possible to transfer processed data via Ethernet local area network (LAN) using TCP/IP, WMO SOCKET and WMO FTP protocol. |
| 9 | Main computer and software |
| 9.1 | The sounding software shall run in Windows/Linux operating system. The operating version shall be fully supported along with licensed version. |
| 9.2 | The computer machine shall be general purpose desktop/laptop (SSD) type, available off the shelf in open market (Latest generation minimum i5). |
| 9.3 | All sounding data shall be stored into single data file to preserve data integrity and to make it easy to manipulate archived sounding data. |
| 9.4 | The system computer shall have hard disk space for at least 5000 soundings. |
| 9.5 | The system computer shall be equipped with a 22 inch or larger flat display. |
| 9.6 | The system must be capable of producing data sets in BUFR format as specified in the latest WMO Manual on codes. Tenderer shall list the available BUFR message sequences. |
| 9.7 | Meteorological messages shall be coded automatically and as soon as sufficient amount of data has accumulated. For example TEMP part A shall be coded immediately after data from surface to 100hPa level is received and processed. The complete TEMP report including all parts shall then be coded after the sounding is finished. |
| 9.8 | It shall be possible to transfer any of the produced data sets or the complete sounding data file automatically to another computer without operator intervention. The data transfer shall take place immediately after sufficient amount of data is collected also during sounding. The data transfer shall be via local area network (LAN). |
| 9.9 | The system software shall include diagnostics capabilities to detect faults and malfunctions in any of the system components. The results of the diagnostics shall be recorded into log files and any detected malfunction shall be reported to the user either on the system main |

| | |
|------|---|
| | display or with indicator lights on the faulty unit. The fault detection shall be at module level (line-replaceable unit). |
| 9.10 | The system shall be equipped with software tools that enable remote diagnostics and software maintenance via internet. |
| 10 | Environmental operating conditions |
| 10.1 | Operating temperature range, indoor equipment: +10 to +40°C |
| 10.2 | Operating humidity range, indoor equipment: 90% non-condensing |
| 10.3 | Outdoor equipment temperature range: -40 to +50°C |
| 10.4 | Outdoor equipment humidity range: 30 to 100% |
| 10.5 | Maximum wind speed (outdoor equipment): 65m/s |
| 10.6 | Rain sealing: Weather Resistant |
| 11 | DOCUMENTATION |
| | (i) All operating and maintenance documentation shall be provided in electronic form and be pre-loaded on the computer hard disk. Total Fifteen (15) sets of documents in hard copy shall be provided. Each set of document shall contain: |
| 11.1 | (ii) Instruction for operation. |
| | (iii) Installation manuals with complete drawings and details of electrical wiring. |
| | (iv) The supplier shall provide Acceptance Test (AT) procedure document as per the RFP in consultation with and agreeable to IMD. |
| 12 | Factory Acceptance Test(FAT) |
| 12.1 | A team of two IMD Scientists to conduct the FAT at factory site of OEM. The FAT shall be carried out in accordance with the mutually agreed detailed test plan and procedure provided by successful bidder. Any special equipment needed, shall be provided by the supplier. The cost of travel, loading and boarding etc. shall be borne by Government of India. |
| 13 | Installation and SAT: |
| 13.1 | System will be installed by firms at sites in India. |
| 13.2 | The Site Acceptance test (SAT) shall be carried out in accordance with the mutually agreed detailed test plan and procedure provided by successful bidder. The system shall be declared commissioned only after successful completion of SAT. Any special equipment needed, shall be provided by the supplier. |
| 13.3 | SAT and site training to be conducted for 3 days at each site, excluding journey period. |
| 14 | Data validation : |
| 14.1 | Data to be validated as per Monthly Monitoring Reports of NCMRWF / ECMWF. |
| 15 | WARRANTY |
| | Warranty for ground equipment (Fixed at Station) :- |
| 15.1 | <ul style="list-style-type: none"> i. Warranty for ground equipment for a period of 72 months from the date of site acceptance of the system after installation and commissioning of the system. ii. During the warranty period, if a problem is reported by any of the station of IMD, the firm should respond and take appropriate action immediately at the site. In case the system remains inoperative for duration of 4 days or more for reasons of defects. Warranty period will be extended for the corresponding period. Time required for Vendor's maintenance engineers to report to the installations site after a request call / fax /emails made or letter is written) shall not exceed 4 days, failing to which penalty will be imposed of 0.5 % for every week delay up to 10% of the total contract value and will be deducted from any bill / Performance Security Deposit / Performance BankGuarantee. All expenses to be borne by the firm. |

| | |
|------|--|
| | iii. Transportation, custom, re-export, re-import to the installation site for repair and sending back of repaired items / parts to the site shall be borne by the firm. |
| 15.2 | <p>Warranty for radiosondes (Consumable item) :-</p> <p>i. Warranty for radiosondes for a period of 18 months from the date of acceptance of the lot of radiosonde. During the warranty period for radiosondes declared defective before the launch, replacement shall be provided by the firm within two months of the information provided by IMD in this regard, at O/o DGM (UAID), New Delhi at free of cost i.e. entire transport expenses to be borne by the firm.</p> <p>ii. Transportation, custom, re-export, re-import to the installation site for repair and sending back of repaired items / parts to the site shall be borne by the firm.</p> |
| 16 | Other Technical Terms and conditions |
| 16.1 | The sounding software shall run in Windows/Linux operating system. The operating version shall be fully supported along with licensed version with essential peripherals, suitable anti-virus etc. |
| 16.2 | The computer machine shall be general purpose desktop type, available off the shelf in open market. |
| 16.3 | The system computer shall have hard disk space for at least 5000 soundings. |
| 16.4 | Facility to enter surface observation data (pressure, temperature, humidity, wind, cloud code, present weather, past weather etc.) before launch. |
| 16.5 | The system must be operatable by one person. |
| 16.6 | The system must be capable of generating high resolution BUFR. TEMP converted to BUFR not acceptable. Please provide sample dataset of 5 high resolution BUFR files for analysis from within the last 12 months |
| 16.7 | CLIMATE TEMP (MONTHLY) as per IMD's requirement shall be prepared. |

List of the stations:-

| S. No. | Name of Station | Status |
|--------|---|----------|
| 1 | NEW DELHI | Existing |
| 2 | MUMBAI | Existing |
| 3 | KOLKATA | Existing |
| 4 | CHENNAI | Existing |
| 5 | NAGPUR | Existing |
| 6 | GUWAHATI | Existing |
| 7 | New Stations (6 Nos to be upgraded from the existing operational Upper Air network of IMD) – will be intimated later. | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |

CHAPTER 5
Qualification Requirements

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

5.1 The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' **eligibility criteria**, as mentioned in **ITB Clause 1.1.2** in the form as per **Annexure-K of Chapter-8**.

5.2 Financial Qualifying Criteria:

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

- a) An **undertaking (self-certificate)** is to be submitted that the bidder firm has not been blacklisted during last 3 years by any Central / State Government Department/Organization in the form as per **Annexure-L of Chapter-8**.
- b) The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March, 2021 should be at Rs.3 Crore (Rs. 30 million) (or equivalent in foreign currency at exchange rate prevalent on 31st March, 2021 or December 2021 if the bidder firm follows calendar year as financial year) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.
- c) Bidder Firm (manufacturer or principal of authorized representative) should not have suffered any financial loss for more than one year during the last three years, ending on 31st March, 2021 or December 2021 if the bidder firm follows calendar year as financial year.
- d) The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 31st March, 2021 and also ii) should have not eroded by more than 30% (thirty percent) in the last three years, ending on 31st March,2021 or December 2021 if the bidder firm follows calendar year as financial year.

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

5.3 The Bidder should be a manufacturer /authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The **Manufacturers' Authorization Form** Chapter-8: Annexure B must be enclosed with the technical bid.

5.4 Experience and Technical Capacity:

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

- a) The system to be offered, consisting of ground equipment and radiosonde, must have taken part in the latest WMO inter-comparison test 2010 Beijing, China. The inter-comparison report shall indicate the radiosonde to be of high quality. The vendor shall submit the copy of the inter-comparison report.**The Radiosonde offered should have scored to 4.0 or more under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) on all parameters or having GRUAN certification for the offered model to this effect.**
- b) The bidder (OEM/Direct Distributor/Dealer) should have supplied and installed during **past 5 years ending 31st March 2021, at least Ten Ground Systems along with 8000 Nos of radiosondes** as mentioned in Chapter-4. The Bidder should furnish the information on all past supplies and satisfactory performance during past 3 years **ending 31st March 2021** in the **Performance Statement Form** (Chapter-8, Annexure D). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the **satisfactory operation of the equipment /system**.

- c) Details of Service Centres and information on service support facilities that would be provided after the warranty period (in the **Service Support Form- Chapter-8 Annexure-F**).
 - d) That adequate and specialized expertise is already available **or** will be made available following the execution of the contract in the Purchaser's country, to ensure that **the support services are responsive and adequate** as per **ITB1.13.2(c)**.
- 5.5** The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the **restricted list of the current EXIM policy of the Govt. of India** must be registered with DGS&D.
- 5.6** Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender **but not both**. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. Further, to maintain sanctity of tendering system **one Indian agent cannot represent two different foreign principals in one tender**.

The bidders who do not fulfill the above Eligibility, Financial and Technical Qualification Criteria shall be rejected during the Evaluation of Technical Bid.

CHAPTER 6-: PRICE SCHEDULE

6- A: PRICE SCHEDULE FOR GOODS BEING OFFERED FROM ABROAD

1. The bidder has to quote for all items, failing which the bid will be treated as incomplete and will be rejected. And the comparison will be made on overall lowest tender basis, combining the prices quoted for both Imported and Indigenous items.

2. Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered). The bidder shall fill the rates other than Zero Value in the specified cells of the price bid without keeping it blank.

Tender No: _____

Tender Date: _____

Quotation No. _____

Date: _____ Quotation Valid Up to: _____

| Country of Origin: _____ | | | | | Currency: _____ | |
|---|---|----------------|---|------|-----------------|--------|
| Sr.No. | Description of Item | | Quantity | Unit | Rate | Amount |
| | Catalogue, Part/Model No. | Specifications | | | | |
| 1. | Ground Receiver/Processor Unit | | 15 | Nos. | | |
| 2. | RF Antennae Unit(s) with communication cables | | 15 | Nos. | | |
| 3. | Local GPS Antennae Unit | | 15 | Nos. | | |
| 4. | GPS Repeater Unit | | 15 | Nos. | | |
| 5. | Ground Check Box Unit | | 15 | Nos. | | |
| 6. | Desktop/Laptop PC | | 15 | Nos. | | |
| 7. | Printer (LaserJet) | | 15 | Nos. | | |
| 8. | UPS (With 2 Hours Battery Power Backup) | | 15 | Nos. | | |
| 9. | Sounding Software | | 15 | Nos. | | |
| 10. | Radiosondes (Compatible with Ground Receiving System) | | 48000 | Nos. | | |
| 11. | Installation, Operation and Maintenance Manuals | | 15 | Nos. | | |
| 12. | Freight Charges (Outside India) | | 15 | Nos. | | |
| 13. | Transportation Charges (Inside India) | | 12 | Nos. | | |
| 14. | Custom Duty Charges | | 15 | Nos. | | |
| 15. | Any Other Item required for the system | | 15 | Nos. | | |
| 16. | Factory Acceptance Test (FAT) – A team of two IMD Scientists to conduct the FAT at factory site of OEM. | | 1 | Nos. | | |
| 17. | Installation at Sites | | 12 | Nos. | | |
| 18. | Site Acceptance Test and Training at Sites. | | 12 | Nos. | | |
| 19. | Miscellaneous Charges (If Any) | | 1 | Nos. | | |
| 20. | IGST Charges | | 1 | Nos. | | |
| (INCO TERM): Delivered Duty Paid (DDP) | | | | | | |
| | | | | | | |
| | | | | | | |
| Approximate Weight of the Consignment | | | Approximate Dimensions of the Consignment | | | |

| | |
|--|--|
| | |
|--|--|

| TENDER CLAUSE NO. | TERM | CONDITION |
|-------------------------------|---|--|
| GCC/SCC 2.15.3 | Mode of Shipment | BY AIR / SEA |
| GCC 2.15.2 | Delivery Term(INCOTERM) | |
| CHAPTER 3 | Delivery Schedule | As enclosed in Technical Bid as per chapter 4, specifications and allied technical details |
| | Period of delivery shall count from | |
| | Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc. | |
| | Port of destination | Delhi, India |
| | Final Destination | As per chapter 4, specifications and allied technical details |
| | Installation & Commissioning Charges | |
| 4.4 | Training Details & Charges | |
| GCC/SCC 2.21.1 | Payment Term | |
| GCC/SCC 2.21.1 (d) | Bank Charges | Inside India to IMD account and Outside India to beneficiary's account |

SIGNATURE OF AUTHORISED PERSON

CHAPTER 6- B: PRICE SCHEDULE FOR GOODS BEING OFFERED FROM INDIA

1. **The bidder has to quote for all items, failing which the bid will be treated as incomplete and will be rejected. And the comparison will be made on overall lowest tender basis, combining the prices quoted for both Imported and Indigenous items.**
2. Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered.

Tender No: _____ Tender Date: _____
 Quotation No. _____ Date: _____
 Quotation Valid Up to: _____

| Sr.No. | Description of Item | | Quantity | Unit | Rate | Amount (Currency) |
|---------------------------------------|---|----------------|---|------|------|-------------------|
| | Catalogue, Part/Model No. | Specifications | | | | |
| 1. | Ground Receiver/Processor Unit | | 15 Nos. | | | |
| 2. | RF Antennae Unit(s) with communication cables | | 15 Nos. | | | |
| 3. | Local GPS Antennae Unit | | 15 Nos. | | | |
| 4. | GPS Repeater Unit | | 15 Nos. | | | |
| 5. | Ground Check Box Unit | | 15 Nos. | | | |
| 6. | Desktop/Laptop PC | | 15 Nos. | | | |
| 7. | Printer (LaserJet) | | 15 Nos. | | | |
| 8. | UPS (With 2 Hours Battery Power Backup) | | 15 Nos. | | | |
| 9. | Sounding Software | | 15 Nos. | | | |
| 10. | Radiosondes (Compatible with Ground Receiving System) | | 48000 Nos. | | | |
| 11. | Installation, Operation and Maintenance Manuals | | 15 Nos. | | | |
| 12. | Freight Charges (Outside India) | | 15 Nos. | | | |
| 13. | Custom Duty Charges | | 15 Nos. | | | |
| 14. | Transportation Charges (Inside India) | | 12 Nos. | | | |
| 15. | Any Other Item required for the system | | 15 Nos. | | | |
| 16. | Factory Acceptance Test (FAT) – A team of two IMD Scientists to conduct the FAT at factory site of OEM. | | 1 No | | | |
| 17. | Installation at Sites | | 12 Nos. | | | |
| 18. | Site Acceptance Test and Training at Sites. | | 12 Nos. | | | |
| 19. | Miscellaneous Charges (If Any) | | 1 No. | | | |
| Total Ex-Works Price | | | | | | |
| (-) LESS: Discount ___% (if any) | | | | | | |
| Net Ex-Works Price | | | | | | |
| (+) Packing & Forwarding Charges | | | | | | |
| GST Charges | | | | | | |
| SUB TOTAL | | | | | | |
| GRAND TOTAL | | | | | | |
| Approximate Weight of the Consignment | | | Approximate Dimensions of the Consignment | | | |
| | | | | | | |

| TENDER CLAUSE NO. | TER M | CONDIT ION |
|------------------------------|---|--|
| GCC/SCC 2.15.3 | Mode of Shipment | BY AIR / RAIL / ROAD |
| GCC 2.15.2 | Delivery Term | |
| CHAPTER 3 | Delivery Schedule | As enclosed in Technical Bid as per Chapter-3 |
| | Period of delivery shall count from | |
| | Time Frame required for conducting Installation & commissioning of the equipment, Acceptance Test, Training, etc. | |
| | Port of destination | Delhi, India |
| | Final Destination | As enclosed in Technical Bid as per chapter 4, specifications and allied technical details |
| | Installation & Commissioning Charges including taxes | |
| 4.4 | Training Details & Charges including taxes | |
| GCC/SCC 2.21.1 | Payment Term | |

SIGNATURE OF AUTHORISED PERSON

CHAPTER 7

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
the [*insert: number*] day of [*insert: month*], [*insert: year*]. BETWEEN

- (1) India Meteorological Department, Lodi Road, New Delhi, India (hereinafter called “the Purchaser”), and
- (2) [*insertnameofSupplier*], a corporation incorporated under the laws of [*insert:countryofSupplier*] and having its principal place of business at [*insert: address of Supplier*] (herein after called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency (is)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

| | |
|-----|--|
| (a) | This Contract Agreement |
| (b) | General Conditions of Contract |
| (c) | Special Conditions of Contract |
| (d) | Technical Requirements (including Schedule of Requirements and Technical Specifications) |
| (e) | The Supplier’s Bid and original Price Schedules |
| (f) | The Purchaser’s Notification of Award |
| (g) | [<i>Add here any other document(s)</i>] |

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the IMD,
New Delhi. Signed: [*insert*

signature]

in the capacity of [*insert title or other appropriate designation*]

in the presence of *[insert identification of official witness]*

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

CHAPTER 8

OTHER STANDARD FORMS

| Sr. No. | Name of the Form | Annexure |
|----------------|---|-----------------|
| 1 | Bidder Information Form | A |
| 2 | Manufacturers' Authorization Form | B |
| 3 | Bid Security Form / Earnest Money Deposit | C |
| 4 | Performance Statement Form | D |
| 5 | Deviation Statement Form | E |
| 6 | Service Support Detail Form | F |
| 7 | Bid Form | G |
| 8 | Performance Security Form | H |
| 9 | Acceptance Certificate Form | I |
| 10 | Indemnity Bond | J |
| 11 | Eligibility Certificate | K |
| 12 | Non Black List Certificate | L |
| 13 | Pre contract Integrity Pact | M |

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

Bidder Information Form

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

Date : *[insert date (as day, month and year) of Bid Submission]* TenderNo . *[insert number from Invitation forbids]*

| | |
|-----|---|
| 01. | Bidder’s Legal Name <i>[insert Bidder’s legal name]</i> |
| 02. | In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i> |
| 03. | Bidder’s actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i> |
| 04. | Bidder’s Year of Registration: <i>[insert Bidder’s year of registration]</i> |
| 05. | Bidder’s Legal Address in Country of Registration: <i>[insert Bidder’s legal address in country of registration]</i> |
| 06. | Bidder’s Authorized Representative Information Name: <i>[insert Authorized Representative’s name]</i> Address: <i>[insert Authorized Representative’s Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative’s telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative’s email address]</i> |
| 07. | Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above. |

Signature of Bidder Name _____
Business Address _____

MANUFACTURERS' AUTHORIZATION FORM

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

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

TenderNo. : *[insert number from Invitation for Bids]*

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

WHEREAS

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

**MODEL BANK
GUARANTEE FORMAT FOR FURNISHING GEMD
(Format only)**

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

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the bidder withdraws or amends, impairs or omits 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 up to 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

PERFORMANCE STATEMENT FORM

Details of similar equipment / systems supplied & installed during past 3 years in India & Abroad

Name of the Firm _____

| Order Placed by (full address of Purchaser) | Order No. and date | Description and quantity of ordered equipment | Value of order | Date of completion of delivery as per contract | Date of actual completion of delivery | Remarks indicating reasons for late delivery, if any | Has the equipment been installed/working satisfactorily? (Attach a certificate from the purchaser / Consignee) | Name of Contact person along with Telephone No., FAX No. and e-mail address |
|---|--------------------|---|----------------|--|---------------------------------------|--|--|---|
| | | | | | | | | |

Signature and Seal of the manufacturer/Bidder

Place :

Date :

DEVIATION STATEMENT FORM

PART –I

The following are the particulars of deviations from the requirements of the tender specifications:

| CLAUSE | DEVIATION | REMARKS (INCLUDING JUSTIFICATION) |
|---------------|------------------|--|
| | | |

Place:
Date:

NOTE:

Signature and seal of
the Manufacturer /
Bidder

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

PART – II
(Refer Clause 1.25 of Tender Document)

| Sr.No. | TENDER REQUIREMENT | COMPLIANCE | Document Submitted |
|--------|---|--------------------------------------|--------------------|
| 1 | Bid is Signed | Yes / No | Yes / NA |
| 2 | This is to certify that we are eligible to bid for this tender as per Annexure-C | Yes / No | Yes / NA |
| 3 | Bid Validity (180 days after the date of Bid opening) | Yes / No Bid valid up to _____ | Yes / NA |
| 4 | Warranty: As per Clause 2.20 of Tender Document from Installation & Commissioning and date of acceptance. | Yes / No | Yes / NA |
| 5 | Agree to submit Performance Security 10% of PO Value as per Clause 1.41 of the Tender Document. | Yes / No | Yes / NA |
| 6 | Bidder Information Form enclosed as per Annexure –A | Yes / No | Yes / NA |
| 7 | Manufacturers Authorization Form (MAF) Annexure-B | Yes / No | Yes / NA |
| 8 | Certification of non-black listing (Self Certification) as per Annexure-L | Yes / No | Yes / NA |
| 9 | Performance Statement Form enclosed as per Annexure-D | Yes / No | Yes / NA |
| 10 | Service Support details enclosed as per Annexure-F | Yes / No | Yes / NA |
| 11 | Copy of Firm's / Company's Permanent Account No. (PAN) issued by Income Tax Department, Govt. of India. | Yes/No. | Yes/NA |
| 12 | Copy of last three years Income Tax Return of the firm / company. | Yes/No. | Yes/NA |
| 13 | Copy of Firm's / Company's Goods & Service Tax (GST) Registration issued by GST Department / Authority of the respective state. | Yes/No. | Yes/NA |
| 14 | Agree to sign & submit the Pre-Contract Integrity Pact as per Annexure - M | Yes/No. | Yes/NA |

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

SERVICE SUPPORT DETAIL FORM

| Sr. No. | List of similar type of equipment's serviced in the past 3 years | Address, Telephone Nos., Fax No. and e-mail address of the buyer | Nature of training Imparted/ service provided | Name and address of service provider |
|----------------|---|---|--|---|
| | | | | |

Signature and Seal of the manufacturer / Bidder.....

Place:

Date:

BidForm

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

TenderNo. :

To : Director General of Meteorology, IMD, New Delhi

We, the undersigned, declare that:

| | |
|-----|--|
| (a) | We have examined and have no reservations to the Bidding Documents, including Addenda No.: <i>[insert the number and issuing date of each Addenda]</i> |
| (b) | We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services <i>[insert a brief description of the Goods and Related Services]</i> as specified in Chapter 4 |
| (c) | The total price of our Bid, excluding any discounts offered in item (d) below, is: <i>[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]</i> |
| (d) | The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. <i>[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]</i> |
| (e) | Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period |
| (f) | If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.12 for the due performance of the Contract |
| (g) | The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: <i>[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]</i> |

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(If none has been paid or is to be paid, indicate “none.”)

| | |
|-----|--|
| (h) | We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed. |
|-----|--|

| | |
|-----|--|
| (i) | We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. |
|-----|--|

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

PERFORMANCE SECURITY FORM

**MODEL BANK GUARANTEE FORMAT FOR
PERFORMANCE SECURITY**

To,

.....

WHEREAS

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

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

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

(Signature of the authorized officer of the Bank)

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

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

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

Acceptance certificate form

No.

Dated:

M/s _____

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

| | | |
|-----|--|--|
| (a) | Contract No. Date: | |
| (b) | Description of the equipment | |
| (c) | Name of the consignee | |
| (d) | Scheduled date of delivery of the consignment to the Laboratory / Institutes | |
| (e) | Actual date of receipt of consignment by the Laboratory / Institutes | |
| (f) | Scheduled date for completion of installation/commissioning | |
| (g) | Actual date of completion of installation/commissioning | |
| (h) | Penalty for late delivery (at Laboratory / Institutes level) Rs. | |
| (i) | Penalty for late installation (at Laboratory / Institutes level) Rs. | |

02 Details of accessories/items not yet supplied and recoveries to be made on that account:

| Sr. No. | Description | Amount to be recovered |
|----------------|--------------------|-------------------------------|
| | | |

03 The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligation ssatisfactorily

OR

The supplier has **failed to fulfill** his contractual obligations with regard to the following:

| Sr. No. | Failure | Amount to be recovered |
|----------------|----------------|-------------------------------|
| (a) | | |
| (b) | | |
| (c) | | |

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para03.

**For
Supplier**
Signature

Name

Designation

Name of the firm.....**INDIA METEOROLOGICAL DEPARTMENT**

Date

For Purchaser

Signature

Name

Designation

Date

INDEMNITY BOND

No.-----

Date:-----

1) Amalgamation/Acquisition

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

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

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

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

2) Joint Venture, Consortium or Association

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

3) Patent Indemnity

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

For M/s.-----
Principal Supplier.

For M/s.-----
Indian Agent.

Eligibility Certificate

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

Authorized Signatory

Name:

Designation: _____

Non-Black listing Self Certificate

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

Authorized Signatory

Name: _____

Designation: _____

Format of the Integrity Pact**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 2022, between, on one hand, the **Director General of Meteorology, IMD, New Delhi** acting through Dr. / Shri....., Designation of the officer, _____ Ministry/ Department, Government of India (hereinafter called the 'BUYER', which expression shall mean and include, unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, Chief Executive Officer (hereinafter called the 'BIDDER/Seller' which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

The parties hereto agree into this Integrity Pact and agree as follows:-

Commitments of the BUYER

- i. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - ii. The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide and such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - iii. All the officials of the Buyer will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the

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

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - i. The BIDDER will not offer directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - ii. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration Reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do so having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.
 - iii. * BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - iv. * BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - v. * The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
 - vi. * The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the

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

- vii. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- viii. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- ix. The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- x. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- xi. The BIDDER shall not instigate or cause to instigate any third person to commit any of the action mentioned above.
- xii. If BIDDER or any employee of the BIDDER or person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financially interested/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

4. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- i. While submitting commercial bid, the Bidder shall deposit an amount (to be specified in tender document as Earnest Money/ Security Deposit, with the BUYER through any of the following instruments:

1. Bank Draft or a Pay Order in favor of _____

2. A confirmed guaranteed by an Indian Nationalized Bank. Promising payment of the

guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reason whatsoever. The demand for payment by the BUYER shall be treated as conclusion proof of payment.

3. Any other mode or through any other instruments (to be specified in the tender document).

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

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

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

6. Sanction for Violations

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

2. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

3. The Earnest Money (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

4. To immediately cancel the contract. If already signed, without giving any compensation to the BIDDER.

5. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereof at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the bidder from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

7. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

8. To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended

at the discretion of the BUYER.

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

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

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

- ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- iii. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

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

8. Independent Monitors

- i. The BUYER has appointed Independent monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The details of Independent External Monitors are as below;
 - i. **Shri S. K. Sarkar, IAS (Retd), B-104, Nayantara Apt., Plot 8B, Sector-07, Dwarka, New Delhi – 110075 (E-mail: sksarkar1979@gmail.com, Mobile No. 9811149324).**
 - ii. **Shri Rakesh Goyal, IRSE (Retd), 2094, Joy Apartment, Sector 2, Dwarka, Delhi-110075 (E-mail: goyal1259@gmail.com, Mobile No. 9717644264).**
- ii. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- iv. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of the meetings.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- vii. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- viii. The Monitor will submit a written report to the designated Authority of the BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

11. Other Legal Actions

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

12. Validity

- i. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- ii. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to

come to an agreement to their original intentions.

b. The parties hereby sign this Integrity Pact at
_____ on _____

BUYER

BIDDER

Name of the
Officer
Designation
Deptt./Ministry

Witness

Witness

1. _____

1. _____

2. _____

2. _____

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

Instructions for Online Bid Submission on E- procurement portal

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://eprocure.gov.in/eprocure>, prepare their bids in accordance with the requirements and submitting their bids online on the e-Procurement Portal.

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (<https://eprocure.gov.in/eprocure>) with clicking on the link “Online bidder Registration” on the e-tender Portal.
2. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
3. The scanned copies of all original documents should be uploaded on portal.

PREPARATION OF BIDS

4. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
5. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
6. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
7. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
8. These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

9. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
10. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
11. Bidder has to select the payment option as “DD” to pay the EMD as applicable and enter details of the instrument.
12. Bidder should prepare the EMD as per the instructions specified in the tender document & submit EMD fee manually at department end. The original bid should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
13. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
14. All the documents being submitted by the bidders would be encrypted using PKI encryption

techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

15. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
16. Upon the successful and timely submission of bid click “Complete“(i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
17. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.



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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. CPU/53/0121/1536 Dated: 22.09.2022

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 Bidders for procurement of following Goods/Articles/Services.
2. Name of Goods/Articles/Services : GPS based Radiosondes with compatible Ground Systems.
3. Specification and Quantity : As per "RFP" (Quantity = 48,000 Nos.)
4. Tender schedule is as follows:

| | | |
|----|---|--|
| 1. | PRE BID Conference (A) Date & Time (B) Venue | 06/10/2022 / 1100 Hrs UAID, MausamBhawan, IMD, Lodi Road, New Delhi- 110003. Ph- 011 43824539 |
| 2. | Closing date and time for submission of tender | 08.11.2022 / 1700 Hrs. |
| 3. | Tender Opening date & time (Technical Bid) | 09.11.2022 / 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.68, 00,000/- (Rupees Sixty Eight Lakh) only. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG). Banker's Cheque/Demand Draft are NOT acceptable.
6. 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.
7. (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.
8. The prospective bidders are requested to send their queries preferable 5 days in advance before scheduled pre-bid meeting, on email: dataual@gmail.com . Approved Pre-bid minutes will be later uploaded on CPP Portal.
9. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <https://internal.imd.gov.in/pages/tender.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.
10. EMD documents should be issued in the favour of “DDO, O/o Director General of Meteorology, New Delhi” and payable at New Delhi .
11. 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.
12. 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.
13. Purchaser : The President of India
Through Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003
14. Consignee: DGM (UAID), UAL,
India Meteorological Department,
Lodi Road, New Delhi-110003
15. Inspecting Authority: DGM(UAID), UAL,
India Meteorological Department,
Lodi Road, New Delhi-110003.
16. Testing & Acceptance Authority : UAID , DGM Office
India Meteorological Department
Lodi Road, New Delhi-110003.
17. Inspection officer : Authorized Representative of Inspecting Authority

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



भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली -110003
निविदा आमंत्रित करने की सूचना (एन आई टी)

निविदा जाँच सं. CPU/53/0121/1536 दिनांक: 22 .09.2022

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 टेंडर आमंत्रित करते हैं .
2. सामान/ वस्तुएँ/ सेवाओं का नाम: **GPS based Radiosondes with compatible Ground Systems**
3. विनिर्देशन और मात्रा : **विनिर्देशन आर एफ पी के अनुसार,(मात्रा-48,000)**
4. निविदा अनुसूची इस प्रकार है:

| | | |
|----|---|---|
| 1 | पूर्व बोली सम्मेलन (ए) दिनांक और समय (बी) स्थान | 06/ 10/2022 / 1100 Hrs UAID , मौसम भवन, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग, लोदीरोड, नईदिल्ली-110003 Ph- 011 43824539 |
| 2. | निविदा जमा करने की अंतिम तिथि व समय | दिनांक 08.11.2022/ 1700 बजे |
| 3. | निविदा खोलने की तिथि व समय (तकनीकी बिड) | दिनांक 09.11.2022/ 1200 बजे |
| 4. | निविदा खोलने का स्थान | केंद्रीय क्रय एकक, मौविमनि का कार्यालय भा.मौ.वि.वि , लोदी रोड, नई दिल्ली-110003 |

5. **धरोहर राशि (ईएमडी) :Rs. 68, 00,000/- (अड़सठ लाख) केवल, बैंक गारंटी अथवा मियादी जमा रसीद (एफ°डी°आर°) द्वारा ही स्वीकार की जायेंगी।**
6. 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 ऑनलाइन 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।
7. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत है, उनको निविदा शुल्क और धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है।

(ख) एन०एस०आई०सी० के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है।

ग) ई०एम०डी० में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।

8. संभावित बोलीदाताओं से अनुरोध है कि वे अपने प्रश्नों को अधिमानत : 5 दिन पहले निर्धारित प्री-बिड मीटिंग से पहले ईमेल: dataual@gmail.com. पर भेजें । स्वीकृत प्रीबिड मिनट्स को बाद में सीपीपी पोर्टल पर अपलोड किया जाएगा ।
9. बोलीदाता को <https://eprocure.gov.in/eprocure/app> और <https://internal.imd.gov.in/pages/tenders.php> से निविदा पूछताछ दस्तावेज डाउनलोड करना होगा । <https://eprocure.gov.in/eprocure/app> ईएमडी दस्तावेजों की स्कैन की गई प्रतियों के साथ जैसा कि ऊपर पैरा 5 में उल्लेख किया गया है। मैन्युअल बोलियां स्वीकार नहीं की जाती हैं ।
10. ईएमडी के कागज़ “**DDO, O/o Director General of Meteorology, New Delhi**” के नाम पर बनाये जायें जिसका भुगतान New Delhi में हो ।
11. 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 ।
12. 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 ।
13. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003
14. परेषिति: मौसम विज्ञान के महानिदेशक (यू ए आई डी)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
15. जाँच प्राधिकारी: मौसम विज्ञान के उपमहानिदेशक (यू ए आई डी)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
16. परीक्षण और स्वीकृति प्राधिकरण: मौसम विज्ञान के उपमहानिदेशक (यू ए आई डी)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-११०००३
17. जाँच अधिकारी: जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि
प्रमुख, केंद्रीय क्रय एकक(कें.क्र.ए) ,
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली- 110003
Email. No. cpu.imd.@imd.gov.in