



India Meteorological Department  
MausamBhawan, Lodi Road  
New Delhi-110003

**Notice Inviting Tender (NIT)**

Tender Enquiry No. DGM-HQ-32012(61)/1/2022-CPU

Dated: 06.01.2023

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 Indian firms for procurement of **Upper Air Ozone Sounding System using Global Navigation Satellite system at Four Stations in India**.

**1.4 Name of Goods/Article/Services: Upper Air Ozone Sounding System using Global Navigation Satellite system at Four Stations in India.**

2. Quantity & Specification : As per RFP section under tender enquiry document.
3. Tender schedule is as follows:

1.	PRE BID Conference (A) Date & Time	23/01/2023 / 1100 Hrs Ph. +91 11 43824440, +91 11 43824235
2.	Closing date and time for submission of tender	22 /02/2023/ 1500 Hrs
3.	Tender Opening date & time (Technical Bid)	24/02/2023/ 1200 Hrs
4.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

4. **Earnest Money Deposit (EMD):** Rs.22,55,000/- (Rupees Twenty Two Lakh fifty five thousand only) 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.
5. Signed and scanned copy of EMD document/MSME-NSIC Certificate must be uploaded on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Original EMD document in the form of BG/FDR and Hard Copy of MSME/NSIC Certificate for EMD-Exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before closing of bids submission date. EMD shall be valid for 240 days from the date of opening of tender.
6. (a) Micro and small Enterprises registered as OEM for stores and services specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the earnest money deposit (EMD).

(b) Firms other than SSI registered as OEM for stores and services NSIC, are also exempted for submitting EMD.

(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.

7. All prospective bidders are intimated that there will be “No” personal Pre-bid meeting. The prospective bidders can send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email: [emrc.imdhq@imd.gov.in](mailto:emrc.imdhq@imd.gov.in) and [cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in). Approved pre-bid minutes will be later uploaded on CPPP portal.

8. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <https://internal.imd.gov.in/pages/tenders.php> bidder shall upload their tender ONLINE through <https://eprocure.gov.in/eprocure/app> along with scanned copies of EMD documents as mentioned in Para 5 above. Manual bids are NOT accepted.

9. EMD should be issued in the favour of “O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi.

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

11. Consignee: O/o DGM (EMRC),  
India Meteorological Department  
Lodi Road, New Delhi-110003  
Head (EMRC), Ph. +91 11 43824440, +91 11 43824235

12. Inspecting Authority : O/o DGM (EMRC),  
Director General of Meteorology  
India Meteorological Department  
Lodi Road, New Delhi-110003

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



भारत मौसम विज्ञान विभाग  
मौसम भवन, लोदी रोड  
नई दिल्ली-110003

**निविदा आमंत्रित करने की सूचना (एनआईटी)**

ई-निविदा जाँच सं. DGM-HQ-32012(61)/1/2022-CPU

दिनांक : 06.01.2023

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 भारतीय निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में ऑनलाइन निविदा आमंत्रित करते हैं।
2. सामान/ वस्तुएँ/ सेवाओंकानाम: **Upper Air Ozone Sounding System using Global Navigation Satellite system at Four Stations in India.**
3. विनिर्देशन और मात्रा: आरएफपी के अनुसार,
4. निविदा अनुसूची इस प्रकार है:

1.	प्री बिड कांफ्रेंस (क) दिनांक व समय	23/01/2023 / 1100 Hrs Ph. +91 11 43824440, +91 11 43824235
2.	निविदा जमा करने की अंतिम तिथि व समय	22 /02/2023/ 1500 Hrs
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	24/02/2023/ 1200 Hrs
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौसम विज्ञान के महानिदेशक का कार्यालय, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

5. धरोहर राशि (ई एम डी):रु.22,55,000/- (बाईस लाख पचपन हजार रुपये) केवल, बैंक गारंटी अथवा मियादी जमा रसीद (एफ०डी०आर०) द्वाराही स्वीकार की जायेंगी।
6. ई०एम०डी०, निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये।  
हस्ताक्षरितई०एम०डी०तथा अन्य दस्तावेज की स्कैन कीगई प्रतिवेबसाईट  
<https://eprocure.gov.in/eprocure/appपर> आनलाइन अपलोड करे। मूल ईएमडी (B.G. / FDRके

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) एन॰एस॰आई॰सी॰ के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है।

(ग) ई॰एम॰डी॰ में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।

8. सभी संभावित बोली दाताओं को सूचित किया जाता है कि व्यक्तिगत बोली-पूर्वबैठक "नहीं" होगी। संभावित बोलीदाताओं से अनुरोध है कि वे अपने प्रश्नों को अधिमानतः 5 दिन पहले निर्धारित प्री-बिड मीटिंग से पहले ईमेल:[emrc.imdhq@imd.gov.in](mailto:emrc.imdhq@imd.gov.in) के साथ साथ [cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in) पर भी 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 डाउन लोड कर सकते हैं और डाउन लोड किए गए कागजात के अनुसार अपनी निविदा तथा हस्ताक्षरित ई॰एम॰डी॰ दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करें।

10. ई॰एम॰डी॰ दस्तावेज "O/o Director General of Meteorology, IMD, New Delhi" के पक्ष और नई दिल्ली में देय जारी किया जा सकता है।

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

12. प्रेषित: मौसम विज्ञान के महानिदेशक (EMRC),  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003  
दूरभाष. +91 11 43824440, +91 11 43824235

13. जाँच प्राधिकारी: मौसम विज्ञान के महानिदेशक (EMRC)  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003

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केंद्रीय क्रय एकक (CPU)  
मौसम विज्ञान के महानिदेशक का कार्यालय,  
लोदी रोड, नई दिल्ली -110003  
Email :[cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in)

# **TENDER DOCUMENT FOR PROCUREMENT**

**of**

## **Upper Air Ozone Sounding System using Global Navigation Satellite system**

**Government of India  
Ministry of Earth Sciences,  
India Meteorological Department,  
Mausam Bhawan, Lodi Road, New Delhi-110003**

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## Chapter 1

### GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

#### 1. Introduction:

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

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

#### 2. Language of Tender:

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

#### 3. Eligible Goods and Services:

Tenders are invited from Indian bidders as per the policy of Government of India to encourage Make in India and promote manufacturing and production of goods and services in India circulated Vide Order No. P-45021/2/2017- B.E.-II, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion dated. 16.09.2020 and instructions issued from time to time. Eligible goods and services will be as follows:

- a. The ‘**Class-I local supplier**’ and ‘**Class-II local supplier**’ only shall be eligible to bid. The “**local content**” requirement to categorize a supplier as ‘**Class-I local supplier**’ is **minimum 50%** and for ‘**Class-II supplier**’ is **20%**. Purchase preference shall be given to ‘Class-I local supplier’.
- b. All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term ‘origin’ used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
- c. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per Department of Expenditure, Ministry of Finance Order No. F. No.6/18/2019-PPD dated 23-07-2020, and other Govt. of India orders issued from

time to time on the matter.

- d. **Compliance of Rule 144(xi) of GFR-2017: Bidder has to submit a compliance certificate that they comply with the Govt. Order F. No. 6/18/2019-PPD dated 23<sup>rd</sup> July, 2020 of Min. of Finance, DoE, Public Procurement Division, failing which their bid shall not be accepted and liable to be rejected.**

#### 4. Tendering Expense

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

#### 5. PRE-BID CONFERENCE:

Pre-bid conference shall be held as per NIT schedule. All prospective bidders are intimated that there will be “No” personal Pre-bid meeting. The prospective bidders are requested to send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email: [cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in) and [emrc.imdhq@imd.gov.in](mailto:emrc.imdhq@imd.gov.in). After pre-bid conference, tender conditions will be frozen. No change will be permissible after opening of Bids. Clarification needed if any may be sent before commencement of pre-bid meeting. No reply in this regard shall be sent to individual bidders. Approved Pre-bid minutes shall be later uploaded on eProcurement portal at <https://eprocure.gov.in/eprocure/app>.

#### 6. Regular visit of website:

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

#### 7. Amendments to TE documents:

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

#### 8. Documents Comprising the Tender:

The tender is to be submitted in two bid system.

Part-1 should contain Techno-Commercial Bid and duly signed blank price bid (without indicating the cost).



Part-2 should contain only the price bid indicating the cost and applicable GST/Taxes etc.

The bid should be submitted electronically through CPP Portal [www.eprocure.gov.in/app](http://www.eprocure.gov.in/app). The Part-1(technical bid) and Part-2(Price bid) should be uploaded separately indicating the Tender reference/details. Please note that to participate in the tender Digital Signature (DSC) has to be obtained. The bidders are advised to obtain DSC (Digital signature Certificate) from the authorized agent of NIC (the list provided in the NIC portal) and to register with NIC. In case the Price/Cost is revealed in the technical bid the tender will be treated as invalid or rejected.

**The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. certificates/ documents specified in the tender documents. The bids are to be submitted (electronically) as per the bidding type indicated in the front page of tender. No manual tender is acceptable.**

### 8.1 Techno - Commercial Tender (Un priced Tender)

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

- (i) Registration certificate of bidding firm with government body in their country. Credential/document shall be attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Scanned copy Bid Security Declaration as per **Annexure –III**
- (iv) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (v) Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.
- (vi) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i.e. tenderer has agreed to all the terms & condition of tender enquiry document).
- (vii) Authorization letter from principal authorizing Indian representative **to only submit /deposit the tender document** on behalf of foreign principal. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to considered for technical evaluation.
- (viii) Along with Technical bid, List of deliverables (un-priced/without price) shall be submitted along with detailed make, model & country of origin etc. as per Chapter 4. **This should be exactly same as attached in price bid.**
- (ix) Pre-Integrity Pact as per format at Chapter 5 duly signed on all the pages by the authorised signatory.

**Note:** The above documents (signed and scanned) shall be attached in the beginning of technical bid.

## 8.2 Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Price Bid shall be preferred as per price schedule format (Chapter 4).
- (iii) Costing, of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- (iv) The Tenderer shall indicate on the Price Schedule specifying all components (main units and sub units etc. of each item) of prices shown therein including the unit prices and total tender prices of the **goods (H/w & S/w), services, packing, inland transportation/insurance to the sites, Service tax, GST etc.** against the requirement.
- (v) Wherever, the Purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- (vi) **The Supplier shall bear** all the taxes (IGST/SGST/CGST/Income-tax/or any other taxes) levied by the state/central government, as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax in India.
- (vii) CAMC, if applicable, shall be only for the maintenance of stores (equipment and software only) therefore prospective bidders are advised to quote AMC charges accordingly and specifically. **It should not be quoted in terms of percentage of project** as consumable, transportation, warranty; installations, training etc are not covered under AMC. **Price bids shall not be accepted if CAMC charges are quoted in percentage.**
- (viii) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.
- (ix) Indian vendor shall quote prices on DDP basis and Payment to Indian supplier shall be paid into Indian rupees only.
- (x) The Indian bidder supplying imported goods shall quote only in Indian Rupees if purchase order to be placed to them. No foreign exchange shall be released by IMD and also no payment shall be made to their foreign principal. It is the responsibility of Indian firm to pay custom duty etc. IMD shall not be responsible for custom clearance. Prices quoted by the tenderer shall remain firm and fixed in the Indian currency of the contract.
- (xi) Foreign bidders are disallowed to directly submit their bid documents and to quote in foreign currency as per notification published by Ministry of Finance, Govt of India on 15-05-2020.
- (xii) Hence bids from Indian bidders in single Indian currency (INR) are acceptable . Bids from foreign supplier are not acceptable.
- (xiii) Statutory levies, taxes and duties etc., if any, chargeable on the goods are on actual basis as applicable.

- (xiv) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

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

### 9. Signing and uploading of Tender:

Tenderer shall upload their Properly signed and stamped tender on the company letterhead bid ONLINE through CPP Portal (**URL:** <https://eprocure.gov.in/eprocure/app>), as manual bids shall not be accepted. The tender shall not contain any eraser or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

### 10. Alteration and Withdrawal of Tender:

The bidder, after uploading online bid through CPP Portal is permitted to alter / modify its bid within the deadline for submission of bids. No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder or action as deemed fit as per rule.

### 11. Opening of Tenders:

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

### 12. Scrutiny and Evaluation of Tenders:

#### 12.1 Unresponsive bids:

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

- (i) Tender is unsigned or is incomplete, is not uploaded on e-procurement portal due to any reason with in stipulated period.
- (ii) Properly signed and stamped Checklist (**Annexure-I**) is not properly filled and fully furnished compliance statement is not enclosed.

- (iii) Tender Acceptance Form (**Annexure-II**) not duly signed and stamped. **(i.e. all the terms & conditions of tender document are acceptable.** Original Letter shall be enclosed in technical bid.
- (iv) Tender validity is shorter than the required period.
- (v) Bidder has not agreed to give the required performance security.
- (vi) Copy of agreement of bidding firm with the OEM / principal mentioning the precise relationship between them and nature of services. Copy of this agreement must be attached with the tender.
- (vii) Pre-Integrity Pact as per format at **Annexure-V** duly signed on all the pages by the authorised signatory.

## 12.2 **Technical Evaluation:**

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

### **Minor Informality/Irregularity/Non-Conformity:**

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

Wherever necessary, the purchaser will convey its observation on such “minor issues” to the Bidder asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

The technical presentation in the presence of committee may be held in IMD. The committee will seek clarifications on design, performance and other technical points during presentation.

## 12.3 **Financial evaluation:**

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

## 13. **Packing and Marking:**

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit

including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc.

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

- a) IMD reserves the right to inspect goods at factory site/ supplier site before their dispatch if required and mentioned in technical requirement (TENDER DOCUMENT) section.
  - b) **FAT** shall be undertaken by IMD, if required, for all the Ozonesonde system manufactured and to be delivered, based on mutually acceptable terms and condition. FAT may be conducted in lots if required.
  - c) Goods accepted by IMD/consignee and/or its inspector at initial inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the clauses of the contract.
  - d) Purchaser will not undertake any Pre dispatch inspection, unless mentioned, for stores and equipment will be sent to the supplier on the basis of supplier own inspection at the premises and guarantee and warranty.
  - e) The equipment will be accepted subject to final inspection and test on commissioning and before handing over the equipment to consignee.
-

## Chapter 2

### GENERAL CONDITIONS OF CONTRACT

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

The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening, prescribed in the TE document.
  
4. **Purchaser’s Right to accept any tender and to reject any or all tenders:**

The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.
  
5. **Tender Fee:** No tender fee is charged on the downloaded and e-tenders.
  
6. **Price preference:**
  - 6.1 Purchase preference shall be given to ‘**Class-I local supplier**’.
  - 6.2 Price preference shall be given to Micro and Small Industries registered for stores and services specified in this tender document with National Small Industries Corporation or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc. shall be decided as per the Government of India orders. The Bidders shall have to attach valid registration certificate as OEM. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.
  
7. **Eligibility & Qualification criterion for Bidders:**
  - a) The ‘**Class-I local supplier**’ and ‘**Class-II local supplier**’ only shall be eligible to bid. The “**local content**” requirement to categorize a supplier as

- ‘Class-I local supplier’ is minimum 50% and for ‘Class-II supplier’ is 20%. Purchase preference shall be given to ‘Class-I local supplier’.**
- b)** The ‘Class-I local supplier’/ ‘Class-II local supplier’ is required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the case may be. They have to give details of the location(s) at which the local value addition is made.
  - c)** The ‘Class-I local supplier’/ ‘Class-II local supplier’ is required to provide a certificate from the statutory auditor or the cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - d)** All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term ‘origin’ used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.
  - e)** Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority as per Department of Expenditure, Ministry of Finance Order No. F. No.6/18/2019-PPD dated 23-07-2020, and other Govt. of India order issued from time to time on the matter.
  - f)** The bidder should have full back to back maintenance support agreement for hardware & software from Original Equipment Manufacturer (OEM). The bidder shall also submit the backup support from OEM to provide after sale service support for entire period of system operation during warranty and CAMC along with Manufacturer’s Authorization Form in the prescribed format (**Annexure-IV**).
  - g)** **The system to be offered, consisting of ground equipment and radiosonde, must have taken part in the WMO inter-comparison test 2010 Beijing, China. The inter-comparison report shall indicate the radiosonde to be of high quality i.e. 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 GRUAN certification.**  
([http://www.wmo.int/pages/prog/www/IMOP/publications/IOM-107\\_Yangjiang.pdf](http://www.wmo.int/pages/prog/www/IMOP/publications/IOM-107_Yangjiang.pdf))

#### **8. Earnest Money Deposit (EMD):**

The bidder should enclose bid security (EMD) of INR 22,55,000 /- (Twenty Two Lakh fifty five thousand only) in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Bank Guarantee, Insurance surety bond from any of the Commercial Banks drawn in favour of Director General of Meteorology, payable at New Delhi. The tenders without EMD shall be summarily rejected. No exemption for EMD will be entertained. The EMD of the unsuccessful bidders shall be returned without interest after award of work to the successful bidder. The EMD of the successful bidder shall be returned only after the signing of the contract along with performance security deposit. The EMD stands forfeited in case the bidder withdraws or amends his bid after submission of tender document and tender closing date/time. (CPPP permits bid modification before bid closing date/time). In addition to the above “Micro and Small Enterprises (MSEs) as

defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME)” are exempt from submission of EMD (Bid security). Bidders claiming exemption of EMD under this rule (170 of GFR) are however required to submit a signed Bid securing declaration (The firm has to submit a signed Bid Security Declaration as per Annexure –IV of tender document on their company letter head failing which their bid will be declared as unresponsive) accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of six years from being eligible to submit Bids for tenders with IMD.

**9. Performance Security / Guarantee (PG) :**

The Performance Guarantee is kept at 03 % of the contract value.

- 9.1** Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty-one (21) days from the receipt of supply order by the supplier whichever is earlier.
- 9.2** The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
- 9.3** There is no relaxation/exemption in submitting of performance security.
- 9.4** The supplier, shall furnish performance security to the purchaser for an amount equal to Three percent (03 %) of the total value of the contract excluding AMC if any, valid up to sixty (60) days beyond the warranty period i.e. after the date of completion of all contractual obligations by the supplier/service provider in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque, Bank Guarantee, Insurance surety bond from any of the National Commercial Banks drawn in favor of Director General of Meteorology.
- 9.5** Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.
- 9.6** **Performance Security shall be in the form of Bank Guarantee issued by a National Commercial Bank doing government business in the prescribed form in favour of the purchaser. In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended in the form of Bank Guarantee.**
- 9.7** The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of performance security for CAMC (if applicable). The supplier shall submit pre receipt for obtaining back their security.



## Chapter 3

### Schedule of Requirements

#### 1. Terms of Delivery:

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

#### 2. Delivery schedule:

As per point no. 10 of Chapter 04 (Scope of Work and Technical Specifications). Date, on which all the stores as per supply order have been delivered to the consignee shall be treated as final date of delivery of stores for calculating liquidated damages etc.

#### 3. Force Majeure:

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

#### 4. Warranty:

The warranty shall be as per point no. 9.4 of Chapter 04 (Scope of Work and Technical Specifications). All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings, or samples and shall, if operable, operate properly. **The Seller shall be**

**bound to furnish a clear written warranty regarding the same.** The Seller will be required to replace them free of cost inclusive of all freight and handling charges. The supplier shall provide warranty certificate from the OEM for the goods along with date of manufacturing of stores/products.

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

**Other condition under warranty clause of “RFP Document” shall also be applicable.**

#### 5. Comprehensive Annual Maintenance Contract (CAMC):

The Purchaser/Consignee reserves the rights to enter into Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period. CAMC shall be only for the maintenance of stores (equipment and software only) for **Ground based System**. Prospective bidders are advised to quote accordingly and specifically. **It should not be quoted in terms of percentage of project** as consumable, transportation, warranty; installations, training etc. are not covered under CAMC.

**CAMC rate for 6<sup>th</sup> and 7<sup>th</sup> year may be provided for the Ground System only as warranty period covers first five years.**

**Decision for granting the CAMC for the 6<sup>th</sup> and 7<sup>th</sup> will be taken in the 5<sup>th</sup> year.**

**The cost components towards CAMC are to be mentioned and added in the bid by bidders for its evaluation on overall basis to decide the ranking of tender.** Generally, payment for maintenance contract is made on quarterly basis unless it is specified in technical section. The supplier shall enter into agreement with consignee, if required.

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

6.1 The supplier shall deliver the goods and perform the services (like installation & commissioning etc) under the contract within the time schedule specified by the purchaser in the – as per point no. 10 of Chapter 04 (Scope of Work and Technical Specifications). **The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per supply/purchase order are delivered shall be taken into account for penalty/ LD purpose.**

6.2 The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct as penalty/liquidated damages from the contract price a sum equivalent to 1% (One percent) per week of delay or part thereof on delayed supply of goods and/or delayed services subject to a maximum of 10% of the contract price of delayed items. L/D shall not be imposed under force majeure conditions. Once the maximum is reached purchaser may also consider followings:

- i. Forfeiture of its performance security and

- ii. Termination of the contract for default.

**Note\***

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

- i. Delay in providing Entry permits/Road Permits (if required) to the supplier by the consignee.
- ii. Delay in providing proper site(s) by the consignee to the supplier. Site is not ready in all respect (i.e. all civil & electrical at site completed) for installation of stores.
- iii. Delay in providing No Objection Certificate (NOC) required from any other government agency/agencies.
- iv. Communication facility required for project to be provided to the supplier by the consignee if it is not the responsibility of supplier.

6.3 Penalty / Liquidated damages shall be calculated on the purchase/contract price including the element of GST tax, excise duty etc. mentioned in the price bids.

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

## 7 Award Criteria and Tolerance Clause:

The purchase order /supply order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds. **The buyer may increase or decrease the quantity by +/- 25% in any year at the same rate and terms & conditions of procurement as per manual for procurement of goods.**

**Repeat order for ozone sonde and other accessories may be given in 6<sup>th</sup> and 7<sup>th</sup> year at same price and same terms & conditions. In any case, additional quantity will not exceed 25 % of total quantity of ozone sonde with accessories for 5 years.**

## 8 Modification of contract

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

IMD shall not have any custom responsibility for supply of stores, if any order placed by the Indian supplier for imported stores.

## 9 Taxes and Duties in India:

### 9.1 Duty and Local Taxes:

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

### 9.2 Supply of Road Permits by the indenter /consignees:

In all such cases where the requirement of Road Permit for entry of goods into a particular State is mandatory, the following provisions shall be strictly followed:

- i. The supplier shall request the Indenter /consignee for providing Road permit/Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to Indenter/consignee.
- ii. On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.
- iii. The supplier shall pay the local charges/taxes (Octroi etc.) if exemption certificate not agreed by local authority and same will be reimbursed by purchaser on submission of receipt.
- iv. The supplier shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit.

### 9.3 Income Tax and service tax etc:

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law of Ministry of Finance, Govt. of India in force.

The bidders may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and GST registration number. All the applicable taxes such as GST etc. shall be borne by the vender.

## 10. Terms and Mode of Payment

- i. The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The Contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
- ii. **For Payment of Ground system and other Accessories which may require installation and commissioning at the start of the work :** Unless otherwise stipulated in the contract, where Goods to be supplied also need installation and commissioning by the contractor, the payment terms shall be as under for claims amounting to more than Rs. 5,00,000/- :
  - For a contract with terms of delivery as FOR dispatching station
    - 60% on proof of receipt of Goods at the stations along with other specified documents
    - 40% on successful installation and commissioning, and acceptance by the user department.
  - **For Payment of Ozone Sonde and Accessories from second year(where only supply is involved) :** For a contract with terms of delivery as CIF destination/ Delivery at site/ FOR destination.
    - 100% on receipt and acceptance of goods by the consignee at destination and on the production of all required documents by the contractor (At the start of work, payment for Ozone Sonde and Accessories for the first year will be made with ground system etc. as per the details mentioned above)

## 10.3 General Payment condition for payment

- 1) All Payments shall only be made in Indian Rupees.
- 2) The contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.
- 3) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.

- 4) Unless otherwise specified documents which the contractor is to furnish while claiming payment are:
- Original Invoice (GST Compliant format)
  - Certificate of pre-despatch inspection by the Procuring Entity's representative/nominee, if applicable
  - Manufacturer's test certificate, if applicable
  - Performance/ Warrantee Bond, if applicable
  - Certificate of Insurance, if applicable
  - Clean on Bill of lading/ Airway bill/ Rail receipt or any other despatch document, in case of payment against dispatch documents, if so provided
  - Consignee's Certificate confirming receipt and acceptance of Goods, in case of payment after receipt and acceptance
  - Any other document specified.
- 5) In a case where the contractor is not in a position to submit its bill for the balance payment for want of receipt certificate from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, the balance amount shall be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the Goods in question, subject to the following conditions:

The contractor must provide proof that he has given sufficient prior notice in this regard to the Procuring Entity and the concerned Consignee(s), but there has been no response. the contractor shall undertake to make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of Goods. Delay in supplies, if any, has been regularized. The Contract price, where it is subject to variation, has been finalized. the contractor furnishes the following undertakings:

*"We, \_\_\_\_\_ certify that We have not received back the Inspection Note duly received by the consignee or any communication from the Procuring Entity or the consignee about non-receipt, shortage or defects in the Goods supplied. We \_\_\_\_\_ undertake to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment or six months from the date of despatch, whichever is later.*

#### **10.4 Advance/ mobilization Payment:**

##### **Advance payment :**

Advance payment up to 20% of the Contract Value, as per GFR clause 172-1 (ii)(a), demanded by Contractor may be entertained by MoES with satisfactory justification provided by the Contractor. The advance payment demanded will be released in not less than 2 two installments after submission of the unconditional bank guarantee (as per format given at Annexure – X) for 110% of advance payment demanded. Such BGs shall remain effective until the advance payment has been fully repaid / adjusted.

And if the Contract is terminated due to default of the Contractor, the advance would be deemed as interest bearing advance at the interest rate of PBLR + 2% to be compounded quarterly.

**10.5 Other Terms and conditions**

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

- a) 100% payments towards services like FAT, Training, Transportation, SAT, Installation & commissioning charges etc. if any, after their executions and completions. Necessary documents must be submitted for the release of payments.
- b) No payment shall be made for partial delivery. Payment will be made separately for each year's delivery after submission of the documents.
- c) **Payment towards Warranty / Annual Maintenance Contract Charges:** The payment of Warranty/ CAMC will be made after satisfactory completion of said period and duly certified by the consignee. The consignee shall deal this issue separately and directly. The supplier shall deal CAMC agreement and payment etc. directly with the consignee.
- d) The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- e) Bills/invoices must be submitted separately for stores and services.
- f) The bidder shall submit particulars of his bank account required for making payments.
- g) The bidder shall submit the following particulars of his bank account required for making payments :
  - i. Account Number
  - ii. Bank Name
  - iii. Branch Name
  - iv. Address
  - v. IFS code
  - vi. MICR No.
  - vii. Mobile No.
  - viii. SWIFT code etc.

**11 Fall Clause**

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

**12 Termination of tender/contract by the Purchaser:**

From the time of submission of tender to the time of awarding the contract, if a

Bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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

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

### **13 Arbitration clause:**

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

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



**14 SPECIAL CONDITIONS OF CONTRACT (SCC)**

- (a) The number of Ozone Sonde system mentioned is only indicative quantity. IMD may increase or decrease the numbers.
- (b) If few more Ozone Sondes are required, IMD may place an additional supply order at the same cost and same terms and conditions of the present tender, following GFR -2017.
- (c) The bidders must have ISO certification.
- (d) Technical evaluation may consist of presentation by bidder (*Presentation must include point to point details as per Schedule of Requirements, Specifications & allied Technical Details of the tender document*).
- (e) Technical evaluation of the systems will be done by a nominated committee constituted by the competent authority and supply order will be issued to successful bidders after evaluation of the bids and approvals.
- (f) Bidder shall comply with all provisions of Indian Penal Code or any other rules & guidelines as issued by Government of India from time to time.
- (g) "Bidders not to pass any information provided by the buyer as a part of business relationships to others and not to commit any offence under PC/IPC Act".

## **Chapter- 4**

# **SCOPE OF WORK AND TECHNICAL SPECIFICATIONS** **(RFP)**

**Request for Proposal document**

**for**

**Procurement of Upper Air Ozone Sounding System using  
Global Navigation Satellite system**

**India Meteorological Department  
Ministry of Earth Sciences,  
Government of India  
New Delhi**

### Specifications of Upper Air Ozone Sounding System using Global Navigation Satellite system

S No.	Parameter
1.	<b>PURPOSE</b>
1.1	IMD intends to procure Four (4) numbers of upper air Ozone Sounding Systems using Global Positional System (GPS) along with staggered supply of Ozone-radiosonde with meteorological balloons and other accessories @ 120 numbers per year for 05 years.
1.2	The upper air Ozone Sounding Systems shall be capable of measuring Ozone, Pressure, Temperature, Humidity, Wind speed and Wind direction profiles up to a height of more than 35 kms above ground using a balloon carried Ozone-radiosonde. The system shall operate in the 400-406 MHz or 1668.4-1700 MHz meteorological band. The system shall use global positioning system (GPS) for wind measurement.
2.	<b>GENERAL REQUIREMENTS</b>
2.1	The system shall include all items necessary to measure, process, output, archive and display the atmospheric data at different heights i.e. ozone concentration, pressure, Ambient Atmospheric Temperature, Relative Humidity, geopotential height, Wind speed, wind direction etc.
2.2	The system to be offered, consisting of ground equipment and radiosonde, must have taken part in the WMO inter-comparison test 2010 Beijing, China. The inter-comparison report shall indicate the radiosonde to be of high quality i.e. The Radiosonde offered should have <b>scored to 4.0 or more</b> under Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) on all parameters <b>or GRUAN certification.</b> ( <a href="http://www.wmo.int/pages/prog/www/IMOP/publications/IOM-107_Yangjiang.pdf">http://www.wmo.int/pages/prog/www/IMOP/publications/IOM-107_Yangjiang.pdf</a> )
2.3	The system shall be automated so that operator action is not needed after a sounding is initiated. Initiating a sounding includes balloon filling, Ozone-radiosonde preparation, system startup, surface observation entry and balloon launch.
2.4	Ozone-radiosonde measurement accuracy should always be checked in a controlled environment before the launch to prevent the use of faulty Ozone-radiosonde and to improve calibration accuracy by adjusting for small changes in calibration that may have occurred transportation to the launch site and during storage. Necessary equipment and software for this purpose must be included in the system.
2.5	For reliable data transfer from the Ozone-radiosonde to the ground station, digital modulation with efficient error detection and correction method shall be used.
2.6	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.
3.	<b>Measurement accuracy requirements</b>
3.1	Temperature, Humidity, Wind, Pressure and Geopotential height, : The Radiosonde part of Ozone-radiosonde offered should have <b>scored to 4.0 or more</b> mentioned in the Table 12.1 of the WMO Technical Report No. 107 (WMO TD No. 1580) <b>or GRUAN certification.</b>
3.2	<b>Ozone Measurement:</b> ECC Ozone Sensor Measurement Range 0 to 400 DU Accuracy: $\pm 5\%$ at Surface, 100 hPa, 10 hPa and $\pm 10\%$ or better above
4.	<b>OZONE-RADIOSONDE</b>
4.1	<b>Transmitter</b>

4.1.1	It shall be possible to tune the Ozone-radiosonde transmitter to any frequency within the frequency band. 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 Ozone-radiosonde automatically to a predefined value within the range.
4.1.2	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 <b>score of at least 4.0 in latest WMO inter-comparison or GRUAN certification.</b> Tuning Range 400-406 MHz or 1668.4-1700 MHz Transmission range > 250 kms.
4.2	<b>General requirement</b>
4.2.1	<b>Meteorological Balloon</b> suitable for (i) Rate of Ascent: approximately 5 m/s and (ii) Bursting Altitude : 35 km or more.
4.2.2	The radiosonde and de-reeler design must enable a balloon launch in wind speeds up to 35 m/s. The suspension string between the Ozone-radiosonde and balloon shall be 30 meters or more to eliminate possible temperature errors caused by the balloon.
4.2.3	The suspension string shall be uncoiled slowly enough to prevent the sonde from hitting the ground when released. It shall be possible to use the de-reeler together with a parachute. Every sonde must be provided with a parachute to record data of descending flight after balloon burst.
4.2.4	Battery capacity shall be sufficient for a flight of 135 minutes after a 15 minutes preparation time. Total capacity should be 150 minutes or better.
4.2.5	Ozone-radiosonde must be factory calibrated before delivery.
4.2.6	Calibration data shall be stored in the Ozone-radiosonde and be read automatically by the ground equipment during radiosonde preparation. As recommended by WMO, CIMO guide no. 8 for Radiosonde component, Radiosonde measurement accuracy should always be checked in a controlled environment before the sonde is launched to prevent the launch of faulty Radiosonde component of Ozone Sonde to improve calibration accuracy by adjusting for small changes in calibration that may have occurred when the sonde was transported and during installation. Necessary equipment (Ground check box and software) for this purpose may be provided with the system.
4.2.7	The shelf life of the Ozone-radiosonde, including battery shall be 24 months or higher.
5.	<b>GROUND SYSTEM</b>
5.1	<b>General</b>
5.1.1	Ground system shall include antennae, receiver and general purpose computer, suitable mounting / installation fixtures and any other equipment necessary to perform a sounding.
5.1.2	Ground system for Ozone measurement shall consist: i. Ozone Startup Kit including reagent-grade chemicals with accessories (e.g. Flowmeter, Pressure vacuum gauge, sensing solution containers, calibrated beakers, portable ozone destruction filter, Clamp to support glass burette, Electronic balance, toolkit, stopwatch, etc.) ii. Ozonizer Kit including calibration and test unit (USEPA / TUV approved). Shall have provision to correct the observations for : i) Pump efficiency and its variation with pressure.

	<p>ii) Back ground current</p> <p>iii) Ozone box temperature</p>
5.1.3	All operator actions shall be through a single user interface.
5.1.4	<p>Online UPS of suitable capacity —with SMF batteries shall have backup time of 4 hours for running the complete sounding system including Computer .</p> <p>Input voltage range shall be 230±30% VAC, 50±5% Hz</p> <p>Wave form: Pure sine-wave</p> <p>Protections: Spike and surge filter, Battery deep discharge, Battery over charge and Short circuit.</p> <p>Make : Any standard company e.g. UPC, APC</p>
5.1.5	Feed Antenna cables shall be at least 30 meters in length.
5.2	<b>Receiver</b>
5.2.1	The system shall have a real-time spectrum display that shows the frequency occupation in the meteorological band (400-406 MHz or 1668.4-1700 MHZ) so that operator can choose a frequency in an unoccupied and noise-free slot.
5.2.2	It shall be possible to transfer processed data via Ethernet local area network (LAN) using TCP/IP, WMO SOCKET and WMO FTP protocol.
5.3	<b>Main Computer and Softwares</b>
5.3.1	The system software shall be designed around the latest state of the art and standard operating system.
5.3.2	<p>Commercially available branded Computer (DELL / HP / Lenovo etc.) with latest available configuration as given below with licensed latest MS Windows, latest MS Office and Antivirus Softwares. The system computer shall be equipped with 47 cm or larger HD Digital Colour Monitor with inbuilt Webcam and speaker for video chatting must be included.</p> <p>Configuration :</p> <ul style="list-style-type: none"> <li>• CPU : Intel 10th Generation Core i7 or latest</li> <li>• Bus Architecture : Integrated Graphics, 2 PCI Express x1 and 1 PCI Express x16</li> <li>• Memory : 8GB DDR4 SDRAM</li> <li>• Hard Disk Drive : 1TB SATA Solid State Drive</li> <li>• Keyboard : Enhanced USB Multimedia keyboard, Mouse :USB Optical Scroll Mouse</li> <li>• Ports : 4 USB 3.0; 2 USB 2.0; 2 PS/2; 1 RJ-45; 1 audio line in; 1 audio line out, 1 microphone; 1 headset</li> <li>• Graphics Card : Intel Graphic Media Accelerator</li> <li>• Sound Card : Integrated Audio</li> <li>• Modem : Internal Modem (Data/Voice)</li> <li>• Networking Features : Integrated Gigabit Ethernet Network Card with remote booting facility, remote system installation, Asset tracking and security management, remote wake up.-</li> </ul>
5.3.3	The system must be capable of producing traditional alphanumeric coded meteorological messages as specified in the latest WMO Manual on codes. BUFR, TEMP, PILOT including national practices as applied in India as per <b>Annexure-I</b> . Tenderer shall list the available BUFR message sequences. CLIMATE TEMP (Monthly) as per IMD's requirement shall be prepared. Further, software must have option for generating data in WOUDC format.

5.3.4	Format for the data as mentioned in <b>Annexure-I</b> and all reports from Ozone-radiosonde to be finalized by mutual consultation between supplier & IMD.
5.3.5	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 be via local area network (LAN).
5.3.6	The sounding system software should perform data quality checks from pre-established or user defined criteria. The sounding 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).
5.3.7	The system shall be equipped with software tools that enable remote diagnostics and software maintenance via internet.
5.3.8	Facility to enter surface observation data (pressure, temperature, humidity, wind, cloud code, present weather, past weather etc) before launch.
5.3.9	For comparison purposes it must be possible to compare vertical profiles from the data archive in graphical form.
5.4	If the computer system as per specification given in point no. 5.3 is not available in the market at the time of delivery then computer system with higher specification may be provided without any extra cost (as mentioned in work order).
5.5	<b>Operation</b>
5.5.1	There must be a near real-time graphical display for checking sounding data during ascent. System time and the flight time after balloon launch have to be displayed continuously during a sounding.
5.5.2	Prior to and during a sounding it shall be possible to view the status of the GPS signals received locally and by the radiosonde.
5.5.3	It must be possible to re-run the sounding data using different computing parameters. It shall be possible to code new messages and new data sets based on the new data from a re-run sounding.
5.5.4	It shall be possible to initiate message coding and data transfer both manually and automatically. The system shall incorporate user adjustable parameters to define the time or criteria for automatic message coding and data transfer.
5.5.5	Software shall be able to generate following plots: <ul style="list-style-type: none"> <li>• Stuve thermodynamic diagram</li> <li>• Tephigram</li> <li>• Pressure/altitude versus temperature, geopotential height &amp; humidity.</li> <li>• Plot of time versus temperature, pressure, humidity, geopotential height</li> <li>• Pressure/altitude versus Wind speed and direction.</li> <li>• Balloon track with time.</li> <li>• Total perceptible water</li> </ul>
6.	<b>Environmental Conditions:</b> Operating temperature range, indoor equipment: +0 to +40°C Rain sealing: Weather Resistant
7.	<b>Spares &amp; Tools</b>
7.1	One 15" laptop with similar or better configuration as that of main computer for servicing / maintenance purpose (HP / DELL or any other equivalent model).
7.2	Set of standard tools required for repair, assembly and disassembly of the system if any, shall be provided by the supplier at each installation site. A list of tools to be provided shall be mentioned in the technical bid.

8.	<b>Documentation, Training, Installation &amp; Commissioning</b>
8.1	<p><b>DOCUMENTATION</b></p> <p>All operating and maintenance documentation shall be provided in electronic form and be pre-loaded on the computer hard disk. Total 05 sets of documents in hard copy shall be provided. Each set of document shall contain:</p> <ol style="list-style-type: none"> <li>Instruction for operation.</li> <li>Maintenance and service instructions with detailed circuit diagram, wiring and mechanical drawings.</li> <li>Installation manuals with complete drawings and details of electrical wiring.</li> </ol>
8.2	The supplier shall provide Site Acceptance Test (SAT) procedure document as per the RFP in consultation with and agreeable to IMD.
9.	<b>SERVICES AND SUPPORT</b>
9.1	<p><b>Provisional list of sites:</b> System is to be installed by the firm at following sites in India. No additional charges shall be paid due to change of sites if any.</p> <ol style="list-style-type: none"> <li>Thiruvananthpuram</li> <li>Pune</li> <li>Delhi</li> <li>Bharati (Antarctica)</li> </ol>
9.1.1	All the civil work for installation of antenna and other ground equipment to be done by the supplier firm. Ready Made Antenna shall be provided for Bharati station (Antarctica) which may be installed without civil work and only by fixing through nut/bolts/wires etc.
9.1.2	<p><b>Inland Transportation</b></p> <p>Charges for Inland transportation of systems and radiosonde from New Delhi to respective sites after custom clearance by IMD to be borne by the firm.</p>
9.2	<p><b>Site acceptance Test (SAT) :</b></p> <p>Subsequent to installation of system at respective site by supplier firm, site acceptance test (SAT) shall be carried out for system commissioning at site.</p> <p>The 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 for SAT, shall be provided by the supplier.</p> <p>Supplier firm will demonstrate two successful ascents of ozonesonde at Delhi site and one each at other sites during SAT.</p>
9.3	<p><b>Training:</b></p> <p>The supplier shall provide <b>5 working days</b> training in installation, theory, operation, maintenance and servicing of overall system at India Meteorological Department, New Delhi. The training shall include theoretical lectures on the system design, computer hardware / software and all other aspects which are considered essential for optimum utilization of the system.</p> <p>SAT and site training in operation of Ozonesonde system to be conducted for <b>3 days</b> at other sites excluding the date of journey. SAT and site training to start only after installation.</p>
9.4	<p><b>WARRANTY</b></p> <p>1) Onsite Warranty for all ground equipment for a period of five (05) years i.e. 60 months from the date of site acceptance of the system after installation and commissioning of the system. For Bharati station, equipment will be brought to IMD,</p>

	<p>New Delhi in case repair is required and supplier firm shall repair the same. Online support through video conferencing for maintenance to be provided by the supplier firm whenever required for Bharati.</p> <p>2) During the warranty period, if a problem is reported by any of the station of IMD except Bharati station, the firm should respond and take appropriate action immediately at the site. In case the system remains inoperative for duration of 7 days or more for reasons of defects. Warranty period will be extended for double the corresponding period. All expenses to repair/replace the system to be borne by the firm.</p> <p>3) Warranty for Ozone-radiosondes for a period of Two years from the date of dispatch. Ozone-radiosondes declared defective before the launch, shall be replaced at respective site free of cost including transport expenses borne by the firm.</p> <p>4) 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> <p>5) The software and hardware upgradation if required in the project for smooth functioning of the equipment, shall be provided by the bidder from time-to-time free of cost during the warranty period.</p>
9.5	<b>References</b>
9.5.1	Tenderer must include a list of current users of the offered equipment (ground system and Ozone-radiosonde) contributing data to World Ozone and Ultraviolet Radiation Data Centre (WOUDC) of World Meteorological Organization (WMO) for Ozone-radiosonde data.
10	<p><b>DELIVERY SCHEDULE</b></p> <p>Year I: Delivery of Complete ground systems (04 Nos.) with 120 numbers of Ozone-radiosondes, meteorological balloons and accessories (e.g. Parachute, dereeler, chemicals, consumables etc.) at respective sites within four months from date of placement of supply order. Installation shall be completed within One (1) month from the date of delivery of goods at sites.</p> <p>Year II: Delivery of 120 numbers of Ozone- radiosondes with meteorological balloons and accessories (e.g. Parachute, dereeler, chemicals, consumables etc.) for II year within Two months from date of placement of supply order.</p> <p>Year III: Delivery of 120 numbers of Ozone- radiosondes with meteorological balloons and accessories (e.g. Parachute, dereeler, chemicals, consumables etc.) for III year within Two months from date of placement of supply order.</p> <p>Year IV: Delivery of 120 numbers of Ozone- radiosondes with meteorological balloons and accessories (e.g. Parachute, dereeler, chemicals, consumables etc.) for IV year within Two months from date of placement of supply order.</p> <p>Year V: Delivery of 120 numbers of Ozone- radiosondes with meteorological balloons and accessories (e.g. Parachute, dereeler, chemicals, consumables etc.) for V year within Two months from date of placement of supply order.</p>
11.	<b>PAYMENT TERMS:</b> Payment to be made as per lots of delivery.



**12. LIST OF DELIVERABLES**

S.No (1)	Name of Item/Store (2)	Quantity (3)	Make & Model (4)
<b>Hardware &amp; Software components</b>			
1.	Ground Systems including sounding softwares	04 sets	
2.	Ground check equipment to check accuracy of radiosonde	04 sets	
3.	Computer and softwares as per para 5.3	04	
4.	Laptop (as per para No. 7.1)	1 No.	
5.	Online UPS with battery bank for Four hours backup	04 sets	
6.	Basic Spares and tool kits	04 sets	
7.	Ozone sonde preparation kit and calibration kit	04 Nos.	
8.	Ozonizer kit	04 Nos.	
9.	Ozone-Radiosonde (compatible with the Ground system) for I Year	120 Nos.	
	Ozone-Radiosonde (compatible with the Ground system) for II Year	120 Nos.	
	Ozone-Radiosonde (compatible with the Ground system) for III Year	120 Nos.	
	Ozone-Radiosonde (compatible with the Ground system) for IV Year	120 Nos.	
	Ozone-Radiosonde (compatible with the Ground system) for V Year	120 Nos.	
10.	Meteorological Balloons for I Year	120 Nos.	
	Meteorological Balloons for II Year	120 Nos.	
	Meteorological Balloons for III Year	120 Nos.	
	Meteorological Balloons for IV Year	120 Nos.	
	Meteorological Balloons for V Year	120 Nos.	
11.	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for I Year	120 Nos.	
	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for II Year	120 Nos.	
	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for III Year	120 Nos.	
	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for IV Year	120 Nos.	
	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for V Year	120 Nos.	
12.	Documentations (hard copies and soft copies) 1. Operation Manual 2. Maintenance manual,3. Installation Manual	05 sets of each	
<b>Services components</b>			
13.	Installation and commissioning at all the 3 Indian sites, For Bharati : Installation must be done at IMD, New Delhi for testing and SAT. Instrument will be dismantled and will be repacked for transportation to Bharati	04	
14.	Site Acceptance Test at all the sites including demonstration of two successful ascents of ozonesonde at Delhi site and one each at other sites during SAT. Instrument for Bharati will be tested at Delhi	04	
15.	Training: Theory, Installation, operation and maintenance training at Delhi for 5 days.	1	
	Operation training for 3 days at other 2 locations.	2	
16.	Inland transportation in India to respective sites (2 systems to New Delhi and one each at Pune and Trivandrum)	04	
17.	On site Comprehensive Warranty for Five years at all the 3 sites for all ground equipment as per para 9.4. For Bharati, warranty has to be provided in New Delhi. In case warranty is quoted separately, yearwise breakup shall be provided for all the 4 stations.	04	

**Annexure – I****1. IMD Format**

## VERTICAL DISTRIBUTION OF OZONE

COUNTRY/PAYS INDIA STATION NEW DELHI EQUIPMENT OZONE SONDE

-----  
 ISN YYMMJJ GG LSXXX X CCN FACT SIGNIFICANT COMMENTS  
 10 120111 7 291 BREWER 1.195  
 -----

PPP	OZN	TTT	PPP	OZN	TTT	PPP	OZN	TTT	PPP	OZ	N TTT
989	54	13	950	69	11	910	75	8	900	72	8
850	62	5	800	57	2	750	51	0	700	47	-4
650	45	-8	600	41	-14	550	37	-17	500	36	-20
450	34	-27	400	32	-34	380	30	-36	345	29	-40
320	32	-44	300	31	-46	275	29	-49	250	27	-55
220	25	-61	200	24	-62	180	23	-63	170	22	-63
150	16	-65	140	11	-66	130	3	-68	120	9	-67
110	19	-65	100	33	-62	90	46	-59	83	56	-57
76	67	-55	70	79	-53	63	91	-51	57	98	-50
52	111	-48	50	125	-47	48	133	-45	44	134	-44
42	137	-44	40	143	-44	38	150	-44	37	144	-44
35	135	-44	32	123	-43	30	116	-42	27	107	-42
25	98	-42	22	88	-41	20	80	-40	18	70	-38
16	62	-37	0	0	0	0	0	0	0	0	0

-----  
 YYMMJJ:Day Month Year

GG: Nearest hour GMT

LSXXX,Total amount of Ozone

X:Instrument type

fff: Wind Speed

PPPP: Pressure in mb

P3: Ozone partial pressure in micro mb

TTT: Air temp. in deg. celcius

DDD,Wind direction,

**2. WMO Format**

## #CONTENT

Class	Category	Level	Form
WOUDC	Ozone Sonde	1#	1

#DATA  
GENERATION

Date	Agency	Version	Scientific Authority
2/12/2013	IMD	1	

## #PLATFORM

Type	ID	Name	Country	GAW_ID
STN	10	NEW DELHI	IND	42182

## #INSTRUMENT

Name	Model	Number
Indian-sonde	na	na

## #LOCATION

Latitude	Longitude	Height
28.3	77.1	273

## #TIMESTAMP

UTCOffset	Date	Time
+00:00:00	1/11/2012	7:00:00

#FLIGHT  
SUMMARY

IntegratedO3	Correction Code	Sonde Total O3	Correction Factor	TotalO3	WLCode	Obs Type	Instrument	Number
			1.19496	291				

## #AUXILIARY\_DATA

MeteoSonde	ib1	ib2	Pump Rate	Background Corr	Sample Temperature Type	Minutes Ground O3

## #PROFILE

Pressure	O3 Partial Pressure	Temperature
989	53.6	12.9
950	69.4	10.6
910	75	8.4
900	72	7.5
850	62.2	4.8
.....	.....	.....

## Chapter 5

(Price bid)

### Price Schedule (to be utilized by the bidders for quoting their prices)

**PRICE SCHEDULE (Financial Bid format) TO BE SUBMITTED BLANK WITH TECHNO-COMMERCIAL BID AND WITH PRICE IN THE FINANCIAL BID.**

**(KINDLY ENSURE THAT PRICES SHOULD NOT BE REVEALED IN THE TECHNICAL BID WHICH WILL LEAD TO REJECTION OF THE BID)**

The Bidder shall submit the final list (List of Deliverables) of their proposal in given below format for all the stores, H/w, S/w, items, subunits etc. and all other services which bidder is going to offer in their technical proposal to meet the requirement under “**List of requirement & Technical specifications**” of this tender document. The list of deliverables shall be same as submitted in the price bid. The price bid shall not be considered if it is not matching with the list of deliverables submitted with technical bids. The price schedule is given below :

S. No.	Name of Item/Store	Quantity	Make & Model	Country of origin	Unit Price			Total price =(3)x(8)
					Base Price	Applicable Taxes & Duties (Applicable Taxes & Duties at the time of delivery and payment in each year may change by Govt. of India and same will be paid)	Total unit price	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
<b>Hardware &amp; Software components</b>								
1.	Ground Systems including sounding softwares	04 sets						
2.	Ground check equipment to check accuracy of radiosonde	04 sets						
3.	Computer and softwares (as per para 5.3)	04						
4.	Laptop (as per para No. 5.3)	1 No.						
5.	Online UPS with battery bank for Four hours backup	04 sets						
6.	Basic Spares and tool kits	04 sets						
7.	Ozone sonde preparation kit and calibration kit	04 Nos.						
8.	Ozonizer kit	04 Nos.						
9.	Ozone-Radiosonde (compatible with the Ground system) for Five Years (Supply will be made to IMD in yearly lots of 120 nos. of Ozone-Radiosonde at the start of each year	600 Nos.						

	and payment will be made for supplied goods on yearly basis)							
10.	Meteorological Balloons for Five Years (Supply will be made to IMD in yearly lots of 120 nos. of Meteorological Balloons at the start of each year and payment will be made for supplied goods on yearly basis)	600 Nos.						
11.	Accessories (Parachute, De-reelers, thread, chemicals and consumables etc.) for Five Years (Supply will be made to IMD in yearly lots of 120 nos. of Accessories at the start of each year and payment will be made for supplied goods on yearly basis)	600 Nos.						
12.	Documentations (hard copies and soft copies) 1. Operation Manual 2. Maintenance manual, 3. Installation Manual	05 sets of each						
<b>Services components</b>								
13.	Installation and commissioning at all the 3 Indian sites, For Bharati: Installation must be done at IMD, New Delhi for testing and SAT. Instrument will be dismantled and will be repacked for transportation to Bharati	04						
14.	Site Acceptance Test at all the sites including demonstration of two successful ascents of ozonesonde at Delhi site and one each at other sites during SAT. Instrument for Bharati will be tested at Delhi	04						
15.	Training: Theory, Installation, operation and maintenance training at Delhi for 5 days. Operation training for 3 days at other 2 locations.	1 2						
16.	Inland transportation in India to respective sites (2 systems to New Delhi and one each at Pune and Trivandrum)	04						

17.	On site Comprehensive Warranty for Five years at the 3 sites for all 04 ground equipment as per para 9.4 (Thiruvananthapuram, Pune, Delhi. For Bharati station, warranty and CAMC has to be provided at New Delhi)  Warranty must be quoted separately, yearwise breakup shall be provided for all the 4 stations.	04						
18.	CAMC for Ground Systems for 6 <sup>th</sup> Year	04						
19.	CAMC for Ground Systems for 7 <sup>th</sup> Year	04						

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

Total Tender price in figure:  
and in words:

**Note/instruction:**

1. The bidder shall use their own letterhead for quoting the prices along with price bid in Excel format.
2. Price shall be preferred in above format.
3. The names of each stores/items offered in technical proposal must be mentioned with make & Model including services etc if any. The deliverables list attached with financial bid must be exactly same as per the technical bids.
4. Charges, if any, for inland (within the India) Transportation /freight/insurance of stores shall be mentioned. In case not mentioned, it is treated as free of cost.
5. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
6. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
7. Costing for each and every items and sub items which is offered in technical bid shall be done with all breakups. Charges for FAT, Trainings, installation, SAT and other services etc. are to be mentioned clearly in price bid.
8. Price Bid (in pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder\_\_\_\_\_

Seal of the Bidder\_\_\_\_\_

## **Chapter 6**

### **Contract Forms**

The firm shall use the contract forms as per the format prescribed as follows:

- I.** Checklist (**Annexure-II**).
- II.** Tender Terms & Conditions Acceptance Form (**Annexure-III**).
- III.** Undertaking for Tender/Bid Security Declaration (**Annexure-IV**).
- IV.** Original Equipment Manufacturer (OEM) Manufacturer's Authorization Form (**Annexure-V**).
- V.** Pre-Contract Integrity Pact (**Annexure-VI**).

**Annexure-II****CHECKLIST**

S. N	Activity	Compliance Yes/ No/ NA	Page No. of your bid
1.	Is Firm Registration certificate from Government bodies in their country attached with technical bid?		
2.	Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
3.	Have you kept validity of your bid as per the TE document?		
4.	Have you enclosed <b><u>Tender Terms &amp; Conditions Acceptance Form</u></b> duly filled and signed (i.e. terms and conditions are acceptable) with original set of tender. Tenders may be ignored if not signed.		
5.	Have you enclosed clause-by-clause <b><u>compliance statement</u></b> for the “List of requirements/ technical specifications” section?		
6.	Have you submitted copy of the last purchase order(s) and end user certificate?		
7.	Is tender Submitted by an OEM? Is tender Submitted by an integrator Agent/Dealer/Supplier/Distributor/ Stockist etc of OEM? ? Whether Back-to-back support agreement with equipment manufacturer and software developer company <b>attached?</b>		
8.	(i) Permanent Account No. of bidding firm with proof. 2. Is sales & service tax /GST number with registration certificate attached?		
9.	Name of the firm who quoted the price		
10.	Name of tender currency given in which order to be placed?		
11.	Name of the supplier with complete address to whom supply order to be placed to be submitted on company’s letter head in original from authorized signatory.		
12.	Have you enclosed the signed Pre Contract Integrity Pact as per prescribed format under Chapter 5?		

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



**Annexure-III****Tender Terms & Conditions Acceptance Form**

(For all the terms &amp; conditions of tender document are acceptable to tenderer)

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

Ref: TE document No. CPU/                      dated

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

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

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

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date and seal of the company)

(Name and designation)

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Duly authorized to sign tender for and on behalf of tenderer

**Note\*:**

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

**Annexure – IV****Undertaking for Tender/Bid Security Declaration**

We, \_\_\_\_\_ (Legal Name of Tenderer / Bidder) hereby confirm that we are submitting the tender for \_\_\_\_\_ (Name of the work as per Para 2 of NIT) floated by India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi.

We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi for a period as specified in table below:

Sr. No.	Case	Period of Ban*
1	if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Bids or	2 Years
2	i) if, having been notified of the acceptance of our Tender by Office of the DGM, India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi during the period of tender validity, we ii) Fail or refuse to enter into rate contract with O/o the DGM, India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi within the time limit specified and/or iii) Fail or refuse to submit unconditional acceptance of Supply Order within the time limit specified and/or iv) Fail or refuse to furnish the performance security in accordance within the time limit specified	3 Years

***\*Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of Supply Order, as the case may be.***

(Signature with date and seal of the company)  
(Name and designation)

**Note:** The undertaking shall be signed by authorized signatory, duly authorized to sign tender for and on behalf of Bidder.

**Annexure-V****ORIGINAL EQUIPMENT MANUFACTURER (OEM)  
MANUFACTURER'S AUTHORIZATION FORM**

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

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

Dear Sir,

We manufacturers of original equipments at (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry.

No company or firm or individual other than M/s. \_\_\_\_\_ is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee, warranty and under CAMC as per clause \_\_\_\_\_ of the general Conditions of Contract and Clause \_\_\_\_\_ of the Special Conditions of Contract for the goods and services offered by the above firm.

Yours faithfully,

(Name)  
(Name of manufactures)

**Note:** This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un-priced bid.

**Annexure-VI****PRE-CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the -----month of 2018, between, on one hand, the President of India acting through **Director General of Meteorology, India Meteorological Department, Ministry of Earth Sciences**, Government of India, **Lodi Road, New Delhi** (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, 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 Ozone Sonde systems** as per details in RFP of tender Document and the BIDDER/Seller is willing to offer the stores and WHEREAS the BIDDER is a 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 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 the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Commitments of the BUYER**

- 1.1 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, favor 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.
- 1.2 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 any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to 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 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 by 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 or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.1 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.
  - 3.2 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 or 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.
  - 3.3 \* BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
  - 3.4 \* BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
  - 3.5 \* 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 BIDDER 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, BIDDER or company in respect of any such intercession, facilitation or recommendation.
  - 3.6 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 of services agreed upon for such payments. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 3.7 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.

- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11** If the BIDDER or any employee of the BIDDER or any 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 financial interest/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.
- 3.12** 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**

- 4.1** 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.
- 4.2** 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)**

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount

.....  
(To be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) A confirmed guarantee 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 reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (ii) Any other mode or through any other instrument (to be specified in the RFP).

- 5.2** The Earnest Money/Security Deposit shall be valid up to a period of eight months or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 5.3** 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 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.

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

## 6. Sanctions for Violations

### 6.1 Actions are as follows:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (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 therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases 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.

**6.2** 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.

**6.3** 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 the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

- 8.1** The BUYER has appointed following two Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission;
- i.** Dr. S. K. Sarkar, IAS (Retd.), B-104, Nayantara Apartment, Plot No. 8 B, Sector 07, Dwarka, New Delhi-110075 (E-mail- [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com) ; Mobile No. 9811149324).
  - ii.** Shri Rakesh Goyal, IRSE (Retd.), Joy Apartment, Sector 02, Dwarka, New Delhi-110075 (E-mail: [goyal1259@gmail.com](mailto:goyal1259@gmail.com), Mobile No. 9717644264).
- 8.2** 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.
- 8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** 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.
- 8.6** 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.
- 8.7** 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.
- 8.8** The Monitor will submit a written report to the designated Authority of 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**

**12.1** The validity of this Integrity Pact shall be from date of its signing and extend upto 8 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.

**12.2** 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

**13. The parties hereby sign this Integrity Pact at New Delhi on.....**

BUYER  
Name of the officer.  
EXECUTIVE OFFICER Designation  
Deptt./MINISTRY

BIDDER  
CHIEF

Witness

1. \_

2. \_

Witness

1. \_

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.