



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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. CPU/54/0223/73

Dated 10-02-2023

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 tenders in two bid system i.e. (i) Technical bid & (ii) Price bid (Separately) from eligible and qualified **Indian Bidders** for procurement of following Goods/Articles/Services. **Manual bids shall not be accepted.**

2. Name of Goods/Articles/Services : Procurement of “Solar Tracker and Pyrheliometers”.

3. Specification and Quantity: As per “RFP” Qty.-18 Nos.

4. Tender schedule is as follows:

1.	PRE BID Conference	22/02/2023 / 1100 Hrs Office of the Head, CR & S, IMD, Shivaji Nagar, Pune - 411005. Contract No.020-25572424/426
2.	Closing date and time for submission of tender	20.03.2023 / 1700 Hrs.
3.	Tender Opening date & time (Technical Bid)	22.03.2023 / 1500 Hrs.
4.	Place of Tender Opening	Central Purchase Unit, O/o DGM, IMD, Lodi Road, New Delhi.

5. Earnest Money Deposit (EMD): The bidder should enclose bid security (EMD) of **Rs.5,09,524/- (Rupees Five Lakh nine thousand five hundred and twenty four only)** in the 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 DDO, O/o DGM, New Delhi. Micro & Small Enterprises (MSEs) as defined in MSE Procurement policy issued by Department of Micro, Small & Medium Enterprises (MSME) are exempt from submission of EMD (Bid Security).

Bidders claiming exemption of EMD under GFR-170 are however required to submit a signed Bid Security declaration (Format Enclosed with Tender document).

6. All prospective bidders are requested to attend the **Pre-bid meeting** as per venue, date and time indicated in the Para 4 above. Maximum two representatives of a firm are permitted. The prospective bidders are requested to send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email:- ddgmsi@imd.gov.in , awspune@imd.gov.in , cpu.imd@imd.gov.in and aasd@imd.gov.in .
7. Bidders may download the **Tender Enquiry Document** from the web site www.imd.gov.in & www.eprocurement.gov.in/cpp and read the tender documents carefully before uploading the tender on CPP Portal.
8. The following 2 clauses may also be read under “Eligibility Criteria” of the Tender document :-
 - (i) Bidder has to submit a compliance certificate that comply with the Govt Order No. P-45021/2/2017-B.E.-II, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion of Industry and Internal Trade (PP Section) dated 16.09.2020 and instructions issued from time to time failing which their bid shall not be accepted and liable to be rejected.
 - (ii) Compliance of Rule 14(xi) of the GFR 2017 which mandates the bidder from a country sharing land border with India to be registered with the competent authority. Bidder has to submit a compliance certificate that they comply with the Govt Order F.No. 6/18/2019-PPD dated 23rd July, 2020 of Ministry of Finance, DoE, Public Procurement Division, failing which their bid shall not be accepted and liable to be rejected.
9. Bidders shall ensure that their tenders are complete in all respects before uploading the same on CPP Portal. CPU will not be held responsible for any delay or correction in the uploaded bids.
10. In the event of the tender opening date being declared as holiday for the purchase organization, the tender will be opened on the next working day. The venue and time of tender opening will remain the same.
11. Purchaser :

The President of India
Through Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003
1. 12. Consignee:

Head, CR & S, IMD
Shivaji nagar, PUNE-411005
Maharashtra, INDIA
13. Inspecting Authority: **CONSIGNEE**

Director, Central Purchase Unit (CPU)
O/o Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003.
Telefax No: 011-24698148



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

निविदा जाँच सं.23422 CPU/54/0223/73

दिनांक: 10.02.2023

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 निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में टेंडर आमंत्रित करते हैं .मैनुअल बोली स्वीकार नहीं की जाएगी।
2. सामान/ वस्तुएँ/ सेवाओं का नाम: Procurement of “Solar Tracker and Pyrheliometers”.
3. विनिर्देशन और मात्रा : विनिर्देशन आर एफ पी के अनुसार, (मात्रा-18 नग)
4. निविदा अनुसूची इस प्रकार है:

1	प्री बिड काफ़्रेस	22/02/2023 / 1100 Hrs प्रमख- जलवायु अनुसंधान एव सेवाए भारत मौसम विज्ञान विभाग शिवाजी नगर, पुने -411004 फोन न0- 020-25572424/426
2.	निविदा जमा करने की अंतिम तिथि व समय	दिनांक 20.03.2023 / 1700 बजे
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	दिनांक 22.03.2023 / 1500 बजे

5.धरोहर राशि (ई एम डी): बोली लगाने वाले को खाता पेयी डिमांड ड्राफ्ट, सावधि जमा रसीद, बैंकर्स चेक, बैंक गारंटी, बीमा जमानत बांड के रूप में रुपये 5,09,524/- की बोली सुरक्षा (ईएमडी) डीडीओ, ओ/ओ डीजीएम, नई दिल्ली, संलग्न करनी चाहिए, जो किसी भी वाणिज्यिक बैंक के पक्ष में आहरित किया गया हो, सूक्ष्म, लघु और मध्यम उद्यम विभाग (एमएसएमई) द्वारा जारी एमएसई खरीद नीति में परिभाषित सूक्ष्म और लघु उद्यमों (एमएसई) को ईएमडी (बोली सुरक्षा) जमा करने से छूट है। हालांकि, जीएफआर-170 के तहत ईएमडी की छूट का दावा करने वाले बोलीदाताओं को एक हस्ताक्षरित बोली सुरक्षा घोषणा (निविदा दस्तावेज के साथ संलग्न प्रारूप) प्रस्तुत करना आवश्यक है।

6. सभी संभावित बोलीदाताओं से अनुरोध है कि वे उपरोक्त पैरा 4 में उल्लिखित स्थल, तिथि और समय अनुसार बोली पूर्व बैठक में भाग लें। एक फर्म के अधिकतम दो प्रतिनिधियों को उनके द्वितीय खुराक के कोविद-१९ टीकाकरण प्रमाण पत्र के प्रमाण के साथ बोली पूर्वक बैठक में भाग लेने की अनुमति दी जाएगी। संभावित बोलीदाता अपने प्रश्नों को अधिमानित 5 दिन पहले निर्धारित प्री-बिड मीटिंग से पहले ईमेल: ddgmsi@imd.gov.in, awspune@imd.gov.in, cpu.imd@imd.gov.in और aasd@imd.gov.in पर भेजे।

7. बोलीदाता वेब साइट www.imd.gov.in और www.eprocurement.gov.in से निविदा पृष्ठताछ दस्तावेज डाउनलोड कर सकते हैं और सीपीपी पोर्टल पर निविदा अपलोड करने से पहले निविदा दस्तावेजों को

ध्यान से पढ़ सकते हैं। निविदाकर्ताओं को यह सुनिश्चित करना होगा कि उनकी सभी निविदाएँ सभी तरह से पूर्ण हैं किसी भी प्रकार के विलम्ब अथवा नुकसान के लिए क्रय संगठन जिम्मेवार नहीं होगा।

8. निविदा दस्तावेज के "पात्रता मानदंड" के तहत निम्नलिखित 2 खंड भी पढ़े जा सकते हैं: -

(i) बोलीदाता को एक अनुपालन प्रमाण पत्र प्रस्तुत करना होगा जो सरकार के आदेश संख्या पी-45021/2/2017-बीई-द्वितीय, वाणिज्य और उद्योग मंत्रालय, औद्योगिक नीति और उद्योग और आंतरिक व्यापार संवर्धन विभाग (पीपी अनुभाग) का अनुपालन करता है।) दिनांक 16.09.2020 और समय-समय पर जारी निर्देश, जिसमें विफल रहने पर उनकी बोली स्वीकार नहीं की जाएगी और अस्वीकार कर दी जाएगी।

(ii) जीएफआर 2017 के नियम 14(xi) का अनुपालन जो भारत के साथ भूमि सीमा साझा करने वाले देश के बोलीदाता को सक्षम प्राधिकारी के साथ पंजीकृत होने के लिए अनिवार्य करता है। बोलीदाता को एक अनुपालन प्रमाण पत्र प्रस्तुत करना होगा कि वे सरकार के आदेश एफ.सं. का अनुपालन करते हैं। 6/18/2019-पीपीडी दिनांक 23 जुलाई, 2020 वित्त मंत्रालय, डीओई, सार्वजनिक खरीद विभाग, में विफल होने पर उनकी बोली को स्वीकार नहीं किया जाएगा और अस्वीकार कर दिया जाएगा।

9. बोलीदाताओं को यह सुनिश्चित करना होगा कि सीपीपी पोर्टल पर अपलोड करने से पहले उनकी निविदाएं सभी प्रकार से पूर्ण हैं। अपलोड की गई बोलियों में किसी भी देरी या सुधार के लिए सीपीपी जिम्मेदार नहीं होगा।

10. यदि निविदा खोलने की तारीख के दिन क्रय संगठन का अवकाश घोषित होता है तो निविदा अगले कार्य दिवस को खोली जाएगी। निविदा खोलने का स्थान और तारीख वही रहेंगे।

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

12. परेषिति: प्रमुख- जलवायु अनुसंधान एव सेवाएं
भारत मौसम विज्ञान विभाग
शिवाजी नगर, पुणे -411005

13. जाँच प्राधिकारी: परेषिति:
निदेशक, केंद्रीय क्रय एकक (कें.क्र.ए),
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली- 110003
टेलीफैक्स सं. : 011-24698148

REQUEST FOR PROPOSAL DOCUMENT

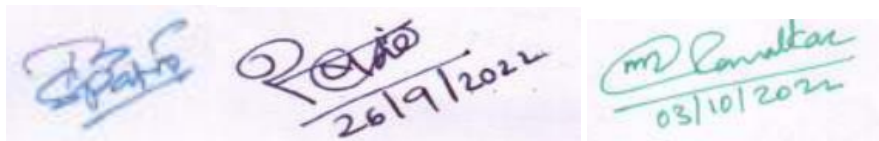
of

Procurement of Solar tracker and Pyrheliometer

October, 2022

IMPLEMENTING AGENCY:

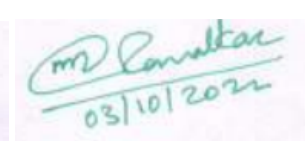
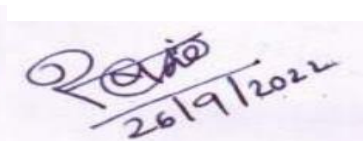
**Ministry of Earth Sciences
Government of India
India Meteorological Department,
O/o the Director General of Meteorology
Mausam Bhawan, Lodi Road,
New Delhi-110 003**



Three handwritten signatures and dates are visible at the bottom of the page. The first signature is in blue ink and appears to be 'S. P. Singh' with the date '26/9/2022' written below it. The second signature is in blue ink and appears to be 'R. K. Singh' with the date '26/9/2022' written below it. The third signature is in green ink and appears to be 'M. D. Kumar' with the date '03/10/2022' written below it.

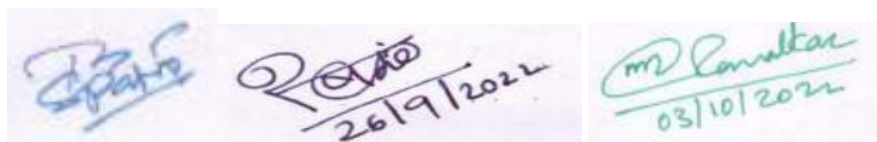
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List of abbreviations in RFP

S.No.	Abbreviations	Explanation
1	AWS	Automatic Weather Stations
2	AAWS	Agro Automatic Weather Stations
3	ARG	Automatic Rain Gauge
4	BG	Bank Guarantee
5	CDEC	Custom Duty Exemption Certificate
6	CDMC	Comprehensive Annual Maintenance Contract
7	CGST	Central Goods and Service Tax
8	CGWA	Central Ground Water Authority
9	CPP	Central Public Procurement Portal
10	CPU	Central Purchase Unit
11	DAMU	District Agro Met Units
12	DAS	Data Acquisition System
13	DCS	Digital Signature Certificate
14	DDO	Drawing and Disbursing Office
15	DGM	Director General of Meteorology
16	DTAA	Double Taxation Avoidance Agreement
17	EMD	Earnest Money Deposit
18	FAT	Factory Acceptance test
19	FOB	Freight on Board
20	FOR	Freight on Road
21	FRP	Fibre Reinforced Plastic
22	GCC	General Conditions of Contract
23	GIT	General Instructions to Tenderers / Bidders
24	GPRS	General Packet Radio Service
25	IFSC	Indian Financial System Code
26	IGST	Integrated Goods and Service Tax
27	IMD	India Meteorological Department
28	LC	Letter of Credit



29	LD	Liquidated Damages clause
30	MC	Meteorological Centre
31	MICR	Magnetic Ink Character Recognition
32	MoMSME	Ministry of Micro, Small & Medium Enterprises
33	NIC	National Informatics Centre
34	NIST	National Institute for Standards and Technology
35	NIT	Notice Inviting Tender
36	NOC	No Objection Certificate
37	NSIC	National Small Industries Corporation
38	OEM	Original Equipment Manufacturer
39	OIDB	Oil Industry Development Board
40	OSC	Original Software Company
41	PAN	Permanent Account Number
42	PSU	Public Sector Unit
43	RFP	Request for Proposal
44	RMC	Regional Meteorological Centre
45	RTC	Real Time Clock
46	SAT	Site Acceptance test
47	SGST	State Goods and Service Tax
48	SMF	Sealed Maintenance Free
49	TBRG	Tipping Bucket Rain Guages
50	TDS	Tax Deducted at Source
51	TE	Tender Enquiry
52	TTL	Transistor Transistor logic

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26/9/2022

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03/10/2022

Chapter 1

INSTRUCTIONS TO BIDDERS

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 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.

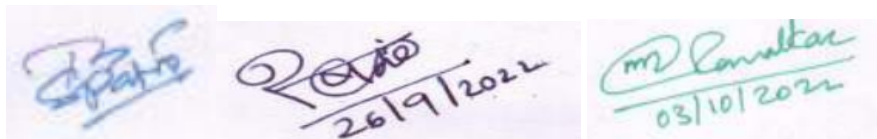
2. Language of Tender:

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 23rd 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:

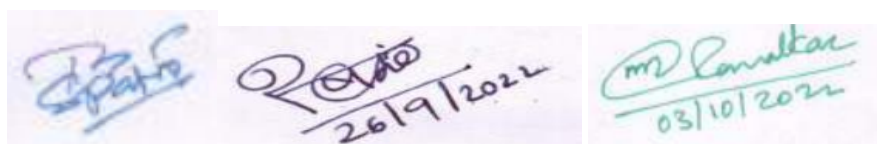
Pre-bid conference shall be held as per NIT schedule. All prospective bidders are intimated that there will be “No” personal Pre-bid meeting. The prospective bidders are requested to send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email: cpu.imd@imd.gov.in and aasd@imd.gov.in . 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 e-Procurement 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 <https://eprocure.gov.in/cppp/>. 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 <https://eprocure.gov.in/cppp/> 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) and scanned copy of EMD.

Part-2 should contain only the price bid indicating the cost and applicable GST/Taxes etc. as per price schedule (Chapter 5 of tender document)

The bid should be submitted electronically through CPP Portal <https://eprocure.gov.in/cppp/>. 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.

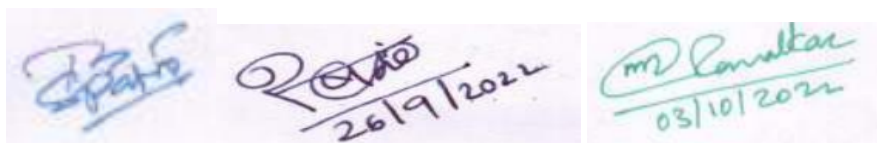
The responsibility to ensure the timely submission of bid lies with the bidder. Bids submitted through FAX or e-mail will not be considered. Bidders shall also attach scanned copies of all the requisite documents i.e. Earnest Money and other certificates/documents specified in the tender documents. The 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 (Unpriced Tender)

The Two Bid System, i.e. “**Technical Bid**” and “**Price Bid**” prepared by the bidder shall comprise the followings:

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 Govt. of India. Credential/document shall be attached.
- (ii) Checklist section (as per **Annexure-I**) properly filled and signed.
- (iii) 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).
- (iv) Scanned copy Bid Security Declaration as per **Annexure-III**
- (v) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (vi) Copy of agreement between bidding firm and OEM indicating



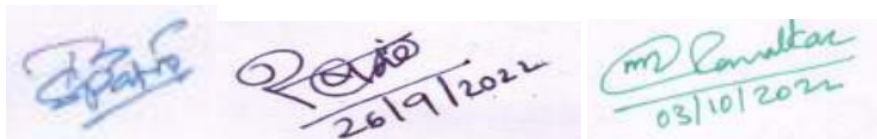
precise relationship between them and their mutual interest in this tender must be furnished along with the technical bid.

- (vii) Original Equipment Manufacturer (OEM) Manufacturer's Authorization Form (as per Annexure-IV).
- (viii) Authorization letter from the OEM to submit /deposit the tender document. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to be considered for technical evaluation.
- (ix) Along with Technical bid, List of deliverables (un-priced/without price) in Indian currency (INR) only shall be submitted along with detailed make, model & country of origin etc. as per Annexure-VI. This should be exactly same as attached in price bid in INR as per Chapter 5 Price Schedule (to be utilized by the bidders for quoting their prices).
- (x) Pre-Integrity Pact as per format at Annexure-V 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 submitted as per price schedule format in INR only defined under Chapter 5 Price Schedule (to be utilized by the bidders for quoting their prices).
- (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, 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 & 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 shall be only for the maintenance of stores (equipment and software only) therefore prospective bidders are advised to quote CAMC 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 CAMC. **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) The bidder shall quote prices on F.O.R destination (sites of consignee) basis and Payment to supplier shall be paid into Indian rupees (INR) only.
- (x) The bidder supplying goods shall quote in Indian Rupees only. Prices quoted by the tenderer shall remain firm and fixed in the Indian currency of the contract.
- (xi) Statutory levies, taxes and duties etc., if any, chargeable on the goods are on actual basis as applicable.
- (xii) 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 be rejected in case of any deviation from the technical bid of the bidder and found that any fact concealed or hid in price bid/technical bid.

9. Signing and uploading of Tender:

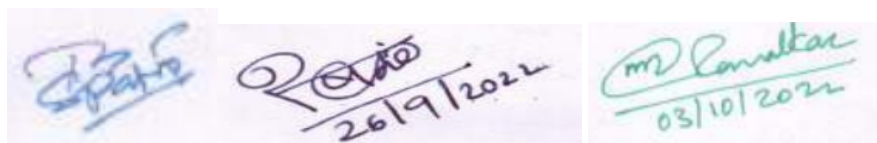
Tenderer shall upload their properly signed and stamped tender on the company letterhead ONLINE through CPP Portal (URL:<https://eprocure.gov.in/eprocure/app>), as manual bids shall not be accepted. The tender shall not contain any eraser or overwriting, except as necessary to correct any error made 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 Technical bids 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 technical bids.

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:

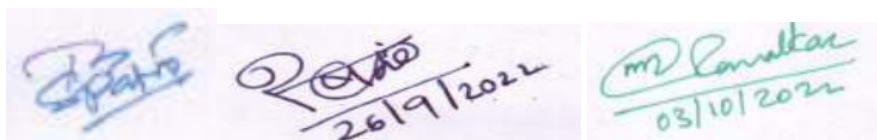
- (i) Tender is unsigned or is incomplete, is not uploaded on e-procurement portal due to any reason with in stipulated period.
- (ii) Properly signed and stamped Checklist (**Annexure-I**) is not properly filled and fully furnished compliance statement is not enclosed.
- (iii) Tender Acceptance Form (**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) Required EMD document has not been provided unless exempted.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) 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.
- (viii) 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.

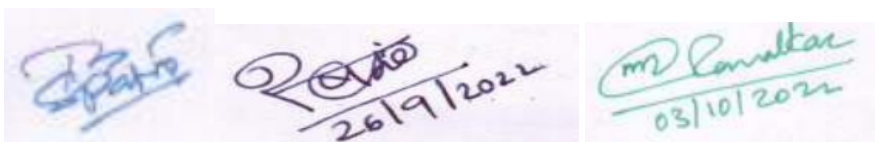
The technical presentation in the presence of committee may be held in IMD. The committee will seek clarifications on design, performance and other technical points during presentation.

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 technical bid.
- 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, rough handling, open storage etc. without any damage, deterioration etc.



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Chapter 2

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

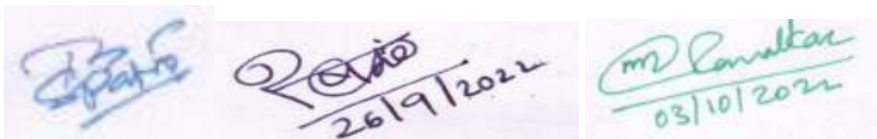
The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

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



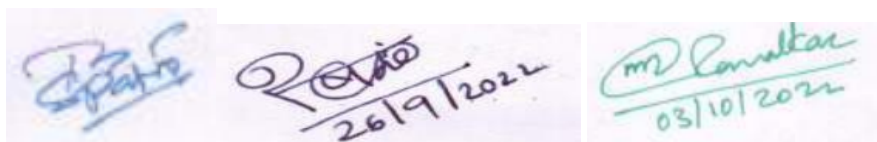
Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.

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).

8. Earnest Money Deposit (EMD):

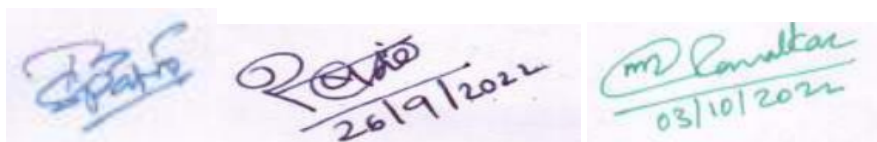
As per Office memorandum No F.9/4/2020 PPD Dated 12.1.2020 of Ministry of finance Department of Expenditure PPD 'No" provision of EMD is kept till 31.12.2021. The firm has to submit a Bid Security Declaration as per Annexure- III.



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9. Performance Security:

- 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 Ten percent (10%), **(3% if tender finalized till 31/12/2021)** of the total value of the contract excluding AMC if any, valid up to sixty (60) days beyond the warranty period.
- 9.5 The CAMC service provider shall furnish performance security to the purchaser for an amount equal to three per cent (3%) of the total value of the AMC Value of a year, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider.
- 9.6 **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
- 9.7 **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.**
- 9.8 The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of performance security for CAMC (if applicable). The supplier shall submit pre receipt for obtaining back their security.



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Chapter 3

Schedule of Requirements

PROCUREMENT OF SOLAR TRACKER AND PYRHEIOMETER

India Meteorological Department owns and operates a network of 46 Solar Radiation Station (SRS) all over India. As part of augmentation of radiation observation network, IMD proposes to upgrade the Solar tracker and Pyrheiometer as part of augmentation to WRDC stations.

The tentative list of SRS sites are given in **Annexure-VI**

1. Terms of Delivery:

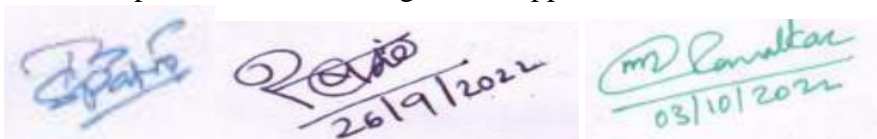
Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for anything (payment and loss of stores etc) if stores supplied without any valid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

2. Delivery schedule: As per section under List of Requirements.

- a) 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.
- b) Successful bidder is required to apply to IMD for extension of delivery period and obtain the same before dispatch. In case successful bidder dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and or any other expense related to such supply shall be against IMD.

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



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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:

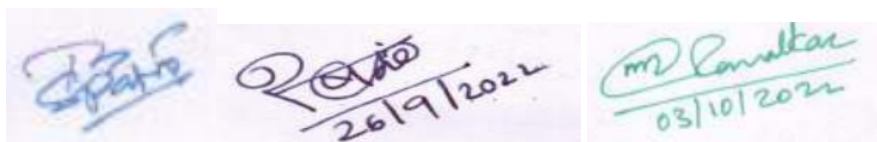
The warranty shall be **Onsite warranty for two years after successful commissioning of systems.** All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted 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. 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 “List of requirements/technical specifications” section 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). Prospective bidders are advised to quote accordingly and specifically. **It should not be quoted in terms of percentage of project and should not be less than 6 % cost** of the total project as consumable, transportation, warranty, installations, training etc. are not covered.

The cost components towards CAMC are to mentioned and added in bid by bidders for its evaluation on overall basis to decide the ranking of tender. Payment for maintenance contract is made on every six months basis. The supplier shall enter into agreement with consignee for Five year CAMC.



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

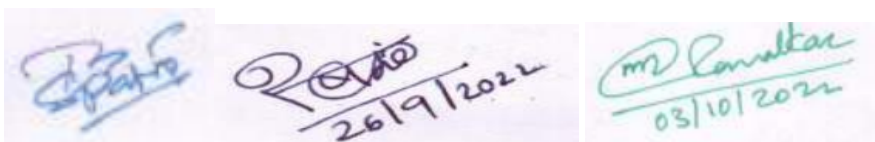
- 6.1** The supplier shall deliver the goods and perform the services (like installation & commissioning etc.) under the contract within the time schedule specified by the purchaser in the -List of requirements/ technical specifications section and as incorporated in the contract. **The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per supply/purchase order are delivered shall be taken into account for penalty/LD purpose.**
- 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% 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.
 - v.** Any other reason for which supplier is not responsible.
- 6.3** Penalty / Liquidated damages shall be calculated on the purchase/contract price excluding the element of GST tax, excise duty etc. mentioned in the price bids.
- 6.4** 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:



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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% at the same rate and terms & conditions of procurement as per manual for procurement of goods.

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.

9. Taxes and Duties in India:

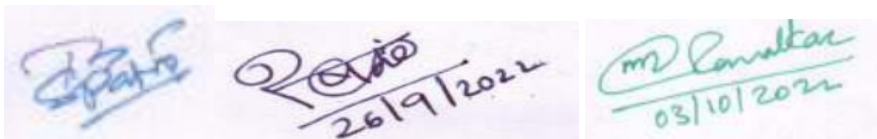
9.1 Duty and Local Taxes:

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 exemption only on production of 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



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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:

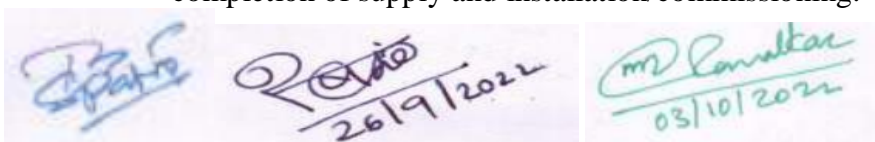
Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law of Ministry of Finance, Govt. of India in force. The bidders may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and GST registration number. All the applicable taxes such as GST etc. shall be borne by the vender.

9.4 Terms and Mode of Payment

Payment Terms: 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.

9.4.1 Cases where installation & Commissioning is to be done by bidder

- (i) 40% after Delivery of all goods, testing & installation at respective sites.
- (ii) 30 % after successful acceptance and commissioning at given site.
- (iii) 15 % after successful completion of the 1st year warranty of the project.
- (iv) 15% after successful completion of the 2nd year warranty of the project.
- (v) It is to be noted that the bidder may submit bills for payment after completion of supply/installation/commissioning for all Solar Radiation Stations.
- (vi) Payment shall be made subject to recoveries/adjustment, if any, by way of liquidated damages/penalty clause or any other charges as per terms and conditions of contract.
- (vii) Nodal officer shall be nominated by IMD for checking the installation and commissioning of Solar tracker and Pyrheliometer.
- (viii) It is to be noted that the bidder may submit bills for payment after completion of supply and installation/commissioning.



- (ix) 100% payments towards services like FAT, Training, SAT, Installation & commissioning charges etc. if any after their executions and completions.
- (x) Necessary documents must be submitted for the release of payments.
- (xi) In case of **Indian Bidders**, the following documents shall be submitted:
 - a) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - b) Consignee Receipt Certificate in original issued by the authorized representative of the consignee.
 - c) Copies of delivery challan identifying contents of each package.
 - d) Inspection certificate by the nominated Inspection agency, if any.
 - e) Training report, if any.
 - f) Insurance Certificate.
 - g) Final Acceptance Report from consignee.

9.4.2 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, by consignee.

9.4.3 Bills/invoices must be submitted separately for stores and services.

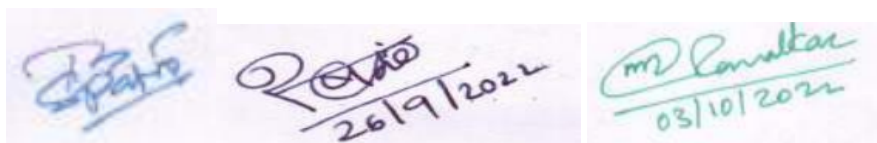
9.4.4 The bidder shall submit particulars of his bank account required for making payments.

- (a) Account Number
- (b) Bank Name
- (c) Branch Name
- (d) Address
- (e) IFS code
- (f) MICR No.
- (g) Telephone No.
- (h) SWIFT code etc.

9.4.5 Payment made during Comprehensive Annual Maintenance Contract (CAMC)

- (i) Payment of CAMC charges shall be made on yearly basis **on the basis of satisfactory performance certificate issued by the users which will start after completion of successful two years warranty.**
- (ii) Payment shall be made on the basis of certificate issued by the consignee authority/coordinating Nodal officer of IMD at New Delhi subject to recoveries/adjustment, if any, by way of liquidated damages/penalty clause or any other charges as per terms and conditions of contract.

10. 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.

11. Termination of tender/contract by the Purchaser:

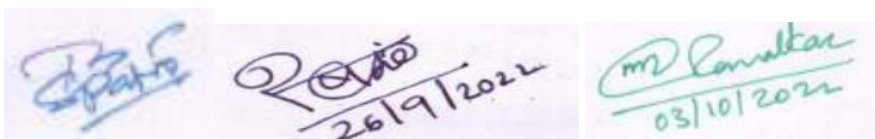
From the time of submission of tender to the time of awarding the contract, if a Bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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 will be 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.

12. 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



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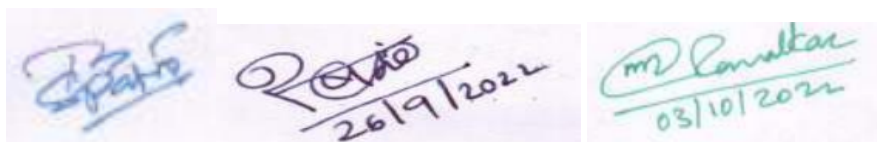
to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. In the case of a dispute or difference arising between the Purchaser/ Consignee and all suppliers relating to any matter 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.

13. SPECIAL CONDITIONS OF CONTRACT (SCC)

- a) If few more Solar tracker and Pyrheliometer required, IMD may place an additional supply order at the same cost and same terms and conditions of the present tender, following GFR -2017.
- b) The bidders must have ISO certification.
- c) 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).
- d) 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 complete evaluation of the bids and approvals.

Chapter- 4



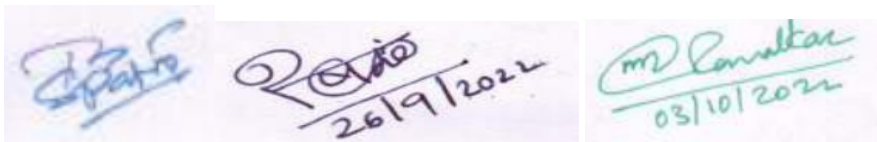
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Specifications and allied Technical Details

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1. INTRODUCTION



India Meteorological Department owns and operates a network of 46 Solar Radiation Station (SRS) all over India. As part of augmentation of radiation observation network, IMD proposes to upgrade the Solar tracker and Pyrheliometer as part of augmentation to WRDC stations.

The tentative list of SRS sites are given in **Annexure-VI**

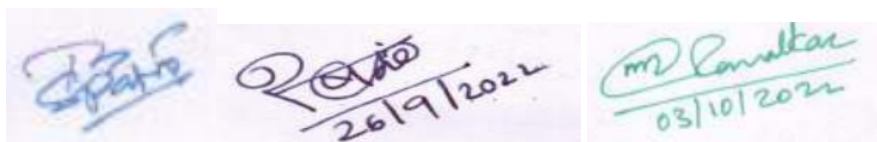
2. SCOPE OF TENDER

The supplier shall have full responsibility to execute the project on a **TURN-KEY BASIS** by taking up the supply, installation, integration and commissioning of all equipment and interface the Pyrheliometer with data Acquisition System (DAS) as given below:

- 2.1 Supply, transportation and delivery of all equipment consisting of solar tracker and Pyrheliometer and other related accessories/deliverables etc. at respective sites.
- 2.2 Details of site preparation for installation of solar tracker and Pyrheliometer as specified in **Annexure-VII**.
- 2.4 Installation, integration and commissioning of solar tracker and Pyrheliometer at all field sites including civil work regarding site preparation, cable laying and all such work required to be done at field site for functioning of the station.
- 2.5 **Comprehensive Warranty for Two year followed by Comprehensive Annual maintenance contract (CAMC) for next Five years.**

3. OVERALL REQUIREMENTS

- 3.1 The Solar tracker equipment along with Pyrheliometer should incorporate the state-of-the-art technology and provide capability for unattended operation in all weather conditions. The system shall run using Sealed Maintenance Free (SMF) battery(s), rechargeable through a solar panel. The battery shall be capable to run the system for minimum period of **15 days** on full load during total cloudy or foggy conditions. The bidders shall provide power budget calculation in the technical bid.
- 3.2 All equipment should be qualified for better specifications and suitable for outdoor applications.
- 3.3 Pyrheliometer sensor should be interfaced with DAS as per IMD requirement. At selected sites (WRDC), it should be possible to install Pyrheliometer sensor with solar tracker and to be interfaced with DAS.
- 3.4 The solar tracker shall have time synchronization (time keeping) via GPS or GPRS modem/Internet.
- 3.5 Training of 5 IMD officials at Pune for Operation and Maintenance of System and also field training at all 18 Solar Radiation Sites to Nodal officers designated by IMD.
- 3.6 Ensure support for solar tracker and Pyrheliometer with spares for 10 years.



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3.7 The firm shall provide demonstration of the complete Solar tracker and Pyrhelimeter, and other accessories etc. as per RFP, offered in their bids, for a period of 15 days at No cost and No commitment basis as a part of Technical Evaluation at IMD designated site, Pune. Failure and/or Non-compliance of any component during the above period will be liable to cancel the bid.

4. SPECIFICATIONS OF SOLAR TRACKER AND PYRHELIOMETER

For all sensors offered, valid certification IMD/WRC is to be submitted.

4.1 Specification of Solar Tracker

S.N.	Item	Details
1.	Axis of motion	Two
2.	Pointing accuracy	Better than 0.1^0
3.	Resolution	Better than 0.01^0
4.	Drive	Stepper motor Gear driven (no belt)
5.	Methodology(Micro-controller and GPS based control)	The system should have a GPS (Global Positioning System) to acquire data i.e. latitude, longitude and exact GMT time etc. The movement of the sun tracker should be controlled by standalone micro-controller system (using GPS data) only. After initial configuration, it should continuous tracking of the Sun.
6.	Payload	30 Kg or more
7.	Torque	30 Nm
8.	Mounting provision	(i) Two Pyrhelimeter for direct radiation measurement (one operational and the other for calibration) (ii) One Pyranometer with shading assembly and support for diffuse radiation measurement (iii)One Pyranometer without shading assembly and support for global radiation measurement (iv) Complete mounting kit for two Pyrhelimeter, two Pyranometer and shading ball /disc assembly to be provided with the solar tracker with Pyrhelimeter.
9.	Power requirement	Should work on 12V SMF battery and charging assembly to be provided with each unit. The system should have very low operational power consumption so that entire system can work on batteries alone for more 7 days or more, in case of power failure. There should be also being an arrangement to charge the battery through solar panel.

10.	Provision of Manual orientation adjustment	Required.
11.	Max velocity	2.5 ⁰ /s
12.	Clock accuracy	2 ppm or better (The complete system should be Sun time synchronized including active sun tracking and GPS with accuracy of sun tracking.)
13.	Operating temperature & humidity	-20 ⁰ C to + 60 ⁰ C and 0 to 100 % RH.
14.	Rotation	540 ⁰ AH, zenith -90 ⁰ to +90 ⁰

4.2. Specifications of Secondary Standard Pyrheliometer

1.	Sensor	Thermopile with suitable glass window
2.	Opening angle	5 ⁰
3.	Slope angle	1 ⁰
4.	Aperture/Length ratio	1:10
5.	Response time	< 10 s for 95 %
6.	Temperature dependence (percentage maximum error due to change of ambient temperature within operating range)	<± 1 % (over operating range)
7.	Impedance	< 500 Ω
8.	Stability (percentage change in response per year)	<± 1 %
9.	Non-Linearity (percentage deviation from the responsivity at 500 Wm ⁻² for the irradiance range 0 to 1000 Wm ⁻²).	<± 0.3 %
10.	Facility to mount over a solar tracker with Pyrheliometer	YES
11.	Spectral range	280 to 4000 nm
12.	Sensitivity	8 to 10 μVW ⁻¹ m ²
13.	Calibration Traceability	Traceable to WRC
14.	Operating temperature and humidity	-40 ⁰ C to +50 ⁰ C and 0 to 100 % RH

5. POWER SUPPLY

5.1 The complete solar tracker shall have capability for unattended operation at remote place using Sealed Maintenance Free (SMF) battery, Solar charge controller and rechargeable through a Solar panel.

- i) **Battery:** Single 12 V, 65 AH chargeable SMF battery. The battery has to keep in FRP (**Fibre Reinforced Polyester**) Enclosure. The size of FRP enclosure should keep 12 V, 65 AH chargeable SMF battery and solar charge controller.
- ii) **Fibre Reinforced Polyester (Protection: Class IP-65):** The size of FRP Enclosure should keep one 12 V, 65 AH Battery and Solar Charge Controller. It should be weather proof and used for outdoor purpose.

- iii) **MPPT Solar Charge controller:** It should charge the 12 V, 65 AH SMF battery through 75 W Solar panel and also provide Over-load protection, Short circuit protection, Protection from the lightning strike and Under-voltage protection.
- iv) **Monocrystalline Solar Panel:** Rated capacity 75 W

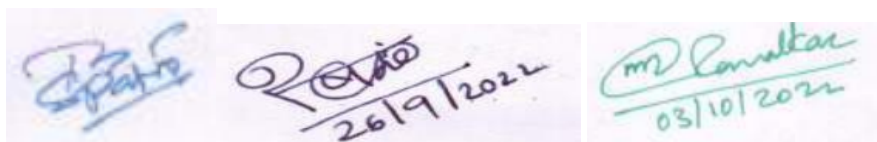
5.2 The Supplier must attach a detailed **POWER BUDGET CALCULATION** taking care of solar panel and battery efficiency and sufficient safety factor of the system supported with documentary proof in technical bid for power consumption of the Solar radiation system station so that it should run for 15 days during cloudy day or without charging the battery. The detailed power consumption of each component of the Solar radiation system must be clearly mentioned in the technical brochures to support Successful bidder's statement.

6. INSTALLATION AND COMMISSIONING OF THE SYSTEM

- 6.1 The Supplier shall be responsible for implementation of the project on a **turnkey basis providing end to end solution.**
- 6.2 The supplier shall be responsible for supply of all equipment and deliverables including transportation to the field sites safely without any damage.
- 6.3 Site preparation including all Civil and other related works such as construction of concrete foundation for Solar Tracker, installation and commissioning of Solar Tracker including installation of sensors and configuration of sensor with Datalogger shall be the responsibility of the Successful bidder.
- 6.4 The supplier shall undertake installation work in presence of Nodal officer designated by IMD office and IMD official deputed for the purpose. The Nodal officer and IMD official will commission the station after successful continuous verification of one week uninterrupted data quality of sensor.
- 6.5 The Pyrheliometer sensor shall be mounted on solar tracker.
- 6.6 All cabling in the Solar Radiation Station sites should be concealed/underground using suitable PVC pipe conduits.
- 6.7 The supplier shall supply of 25 hard bound copies of operation and maintenance manuals and 25 softcopies in USB Drive.

7. COMPLIANCE STATEMENT

The bidder shall submit detailed para-wise compliance statement in tabular form giving full details of each parameter along with reasons for compliance/non-compliance, if any. The bidder shall also submit the details of references, reports etc. for each compliance giving name of technical manual, chapter number, page number and para and shall provide a copy of referred documents along with the technical bid. Silence on any para or simply making



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a statement 'complied' without proper justification or reference will be considered as non-compliance. Also all the claims with respect to any specification shall be supported by document along with bid document otherwise same may be treated as non-compliance.

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

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

Clause/Para/ Sub-para no.	Item description as per IMD specification	Compliance (C)/ Non- Compliance (NC)	Remarks (if any)/ Supporting Documents(wher ever required)
Section-I			
...			
...			
...			
Section-II			
...			
...			
...			
Section-III			
1	Introduction	Understood	
2	Scope of tender	C	
2.1		C	
2.2			

8. ONSITE COMPREHENSIVE WARRANTY AND CAMC

8.1 The successful bidder shall provide onsite **comprehensive warranty for TWO YEAR followed by FIVE YEARS CAMC** of the entire system including site maintenance, consumables like Batteries, cells etc. after successful installation and commissioning. The firm has to enter into agreement as per terms and conditions laid down by IMD during Comprehensive Warranty and CAMC period.

8.2 The terms and conditions during on site Comprehensive Warranty Period/CAMC are given in detail as **Annexure –VIII.**

9. DELIVERY SCHEDULE

Delivery	Delivery of all equipment and accessories shall be done at respective sites in single consignment within six months from the date of placement of supply order Single Consignment:
Installation and Commissioning	The firm has to install and commission all Solar Tracker and Pyrheliometer within three months.
The firm has to plan in such a way that the project should be complete within Nine months	

Delivery of one set equipment shall be done at each respective SRS field site. The list of deliverables is given as **Annexure-VI.**

10. PAYMENT TERMS

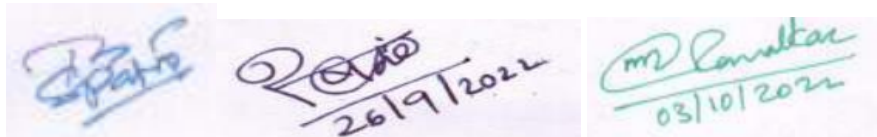
10.1 Payment for supply, installation & Commissioning

- 40% after Delivery, Testing & Installation of all instruments at respective SRS sites.
- 30 % after successful acceptance and commissioning at SRS site.
- 15 % after successful completion of the 1st year warranty of the project.
- 15% after successful completion of the 2nd year warranty of the project.
- It is to be noted that the bidder may submit bills for payment after completion of supply/installation/commissioning for all Solar Radiation Stations.
- Payment shall be made subject to recoveries/adjustment, if any, by way of liquidated damages/penalty clause or any other charges as per terms and conditions of contract.

10.2 Payment during 5 years CAMC period of Solar Radiation Station

- CAMC charges of Solar Tracker and Pyrheliometer will be paid on yearly basis.
- Payment shall be made on the basis of certificate issued by the consignee authority/coordinating Nodal officer at Pune subject to recoveries/adjustment, if any, by way of liquidated damages/penalty clause or any other charges as per terms and conditions of contract.

11. TRAINING



The successful bidder shall provide comprehensive training in installation, integration, calibration, operation, maintenance, troubleshooting and replacement of defective modules of proposed solar tracker and Pyrheliometer related topics to **5 (Five) IMD officers for a minimum period of Two Working Days at IMD Pune.** Training syllabus, material and documentation in English language shall be provided along with time table well before commencement of training for evaluation by IMD. Soft copy of finalized training material should be provided to all the trainees.

The bidder shall also provide One day onsite training to nodal officers designated by IMD for operation and routine maintenance of entire installed system at each SRS site.

12. BIDDER QUALIFICATION CRITERIA

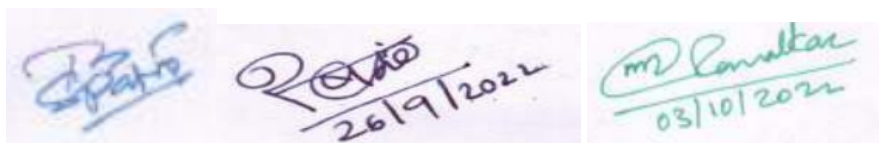
- a) The bidder/manufacture should have minimum **three years'** experience in successful installation, maintenance, calibration of GSM/GPRS/Satellite based solar radiation network of 10 Nos. for any government/public sector/internationally or nationally recognized institutes or sectors. A certificate from end user in this regard about satisfactory and proven performance of the networks of the system must be enclosed with the technical bid.
- b) The bidder may be Original Equipment manufacturer (OEM) /Original Software Company (OSC), who developed the main Hardware / software.
- c) Authorized Supplier from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The bidder shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.
- d) Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockiest having full back to back maintenance support agreement for hardware & software from OEM & OSC etc..
- e) The bidder should have minimum annual **turnover of INR 5 Crores for past three years** ending on 31.03.2022. Necessary documentary **evidence** in support of turnover shall be submitted with technical bid. Annual financial performance for past three years **should** be submitted. Out of three years the company must have made profit at least for two years.




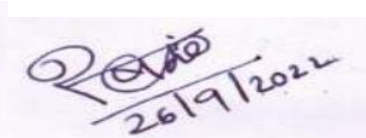
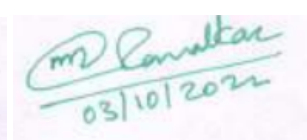
Annexure – VI

TENTATIVE LIST OF 18 NOS. OF SRS SITES

S. N.	STATION	STATE/UT	REMARKS
1.	Ahmedabad	Gujarat	Prime and WRDC Station



2	Bhuj	Gujarat	Prime Station
3	Chennai	Tamil Nadu	Prime and WRDC Station
4	Goa	Goa	Prime and WRDC Station
5	Jammu	Jammu & Kashmir	Prime Station
6	Jodhpur	Rajasthan	Prime and WRDC Station
7	Kodaikanal	Tamil Nadu	Prime and WRDC Station
8	Kolkata	West Bengal	Prime and WRDC Station
9	Leh	Ladhak	Prime Station
10	Mumbai	Maharashtra	Prime and WRDC Station
11	Nagpur	Maharashtra	Prime and WRDC Station
12	New Delhi	Delhi	Prime and WRDC Station
13	Pune	Maharashtra	Prime and WRDC Station
14	Shillong	Meghalaya	Prime and WRDC Station
15	Srinagar	Jammu and Kashmir	Prime Station
16	Thiruvananthapuram	Kerala	Prime and WRDC Station
17	Varanasi	Uttar Pradesh	Prime and WRDC Station
18	Visakhapatnam	Andhra Pradesh	Prime and WRDC Station

**DETAILS OF SOLAR RADIATION SITES PREPARATION FOR
INSTALLATION OF SOLAR TRACKER WITH PYRHELIOMETER**

1. SRS SITE

Area of the SRS site should be top of the terrace of IMD building. The site should free of obstacles like building and pillars. There are some SRS sites where are to be installed on the ground.

2. Foundation platform of Solar Tracker

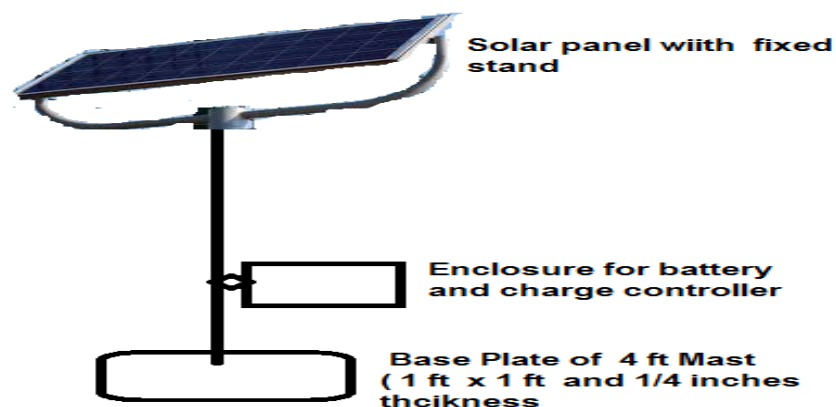
- a) The Solar tracker concrete foundation must be of dimensions 1 ft x 1ft (length x width) and 4ft height (1.0 ft below ground level) at installation on ground.
- b) If solar tracker is to be installed on terrace of the building , then concrete foundation must be of dimensions 1 ft x 1ft (length x width) and 4ft height.
- c) The solar tracker should be installed on the concrete platform so that it should be leveled and there should be any jerking during rotation of solar tracker.

3. Installation of Pyrheliometer

The Pyrheliometer should be installed on the solar tracker so the measurement of direct radiation should free from error.

4. Installation of Solar panel

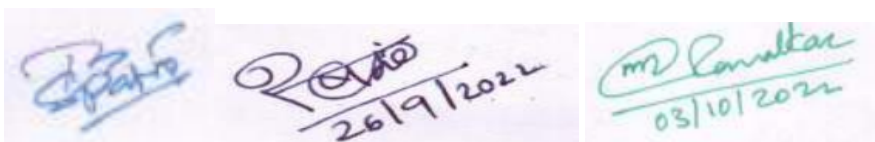
- a) The installation of solar panel should be done on 5 ft Pole Mast and Solar charge controller and 65 AH, 12 V SMF Battery with FRP enclosure should also installed on 5 ft Pole mast. Concrete Platform for the mast should be 1.0 ft x 1 ft (length x width) (1.0 ft below ground level and 1.0 ft. above the ground level) for installation at ground and 1.0 ft x 1 ft (length x width) and 1.0 ft. above the ground level) for installation at terrace of the building. Block diagram is given below:



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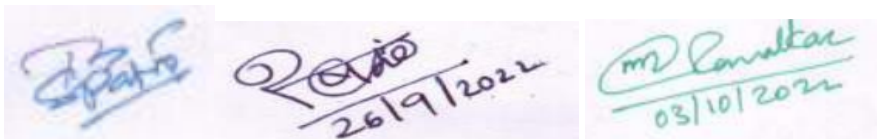
**TERMS AND CONDITIONS DURING TWO YEAR ONSITE
COMPREHENSIVE WARRANTY AND FIVE YEARS COMPREHENSIVE
ANNUAL MAINTENANCE CONTRACT**

1. The successful bidder shall provide onsite Comprehensive Warranty for one Year followed by Comprehensive CAMC for Five years of all solar trackers and Pyrheliometer. The warranty period shall start from date of successful commissioning of the system. After expiry of one year Warranty, IMD will sign an agreement with the firm for Comprehensive CAMC of all 18 Nos. of Solar tracker and Pyrheliometer for Five years.
2. The CAMC shall be awarded to the firm on the basis of satisfactory maintenance during One year warranty period. The CAMC will be reviewed every year on the basis of the firm performance regarding maintenance of Solar Radiation Station. If the firm was unable to carry out the maintenance work during warranty and CAMC as per IMD's Terms and Conditions then the IMD shall be free to terminate the CAMC with one month notice and the firm may be blacklisted to participate in any IMD's tender for next Five years.
3. IMD will appoint a nodal officer at SRS sites of respective ZIMCs/MCs and RMCs. During comprehensive warranty/CAMC period, the Nodal Officer at SRS will authenticate the preventive maintenance /maintenance and data quality done by the Successful Bidder. The bidder's engineer/representative must associate the respective nodal officer during any visit/maintenance etc. at each site who shall verify all the inventory of installed items before starting the maintenance work and while leaving Engineer/representative from site after its completion during each visit. A separate register/logbook should be maintained with the respective nodal officers.
4. The bidder shall undertake work of servicing and routine Preventive Maintenance (PM) of solar tracker once in **every three months**. The PM shall **ensure the data quality** and retrieval of logged data from the system. A penalty of Rs. 20,000/= per site per three month will be imposed in case of failure to do the routine preventive maintenance and other related works mentioned above. This penalty will be deducted from their Performance Security deposit/CAMC Charges.
5. Reports of PM visits should be submitted on a quarterly basis certified by the respective Nodal officer to coordinating at Pune.
6. SRS will be considered as non-functional during onsite Comprehensive Warranty/CAMC periods:
 - i. **Even if a sensor or any component/unit becomes faulty.**
 - ii. **In case of non-receipt of data even from a sensor.**
 - iii. **If solar tracker at any SRS becomes faulty.**
7. In case SRS system lies in Plain Areas if down time is more than **Two days, (after reporting complaint),** penalty at the rate of 0.5% (of CAMC value) per day **per SRS shall be imposed on the bidder.** This penalty will start from third day and shall be deducted from their Performance Security deposit/CAMC Charges. The maximum penalty shall be limited to 10% of CAMC per site.



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8. If the SRS site in Jammu & Kashmir, Himalaya region and North East India; down time is more than **Five days,** penalty at the rate of 0.5% (of CAMC value) per day **per SRS site shall be imposed on the successful bidder.** This penalty will start from sixth day and shall be deducted from their Performance Security deposit/CAMC Charges. The maximum penalty shall be limited to 10% of CAMC per site.
9. It is mandatory to replace SMF battery (65 AH, 12V) every two years or earlier if required at each SRS site after commissioning of the system.
10. Reports of maintenance visits along with data retrieved from field SRS and date and time stamped photographs from at least four different angles of site, pre- and post-maintenance, shall be submitted to respective Nodal officers immediately. **The bidder shall also provide the details, reasons and remedial actions for defects to Nodal officers of SRS site and coordinating offices at Pune.**
11. If the bidder does not rectify the fault for more than 15 days then IMD reserves the right to get the system rectified from any outside agency. The charges incurred shall be deducted from CAMC charges of the firm.
12. It is the responsibility of the successful bidder to ensure that all SRS are in working condition during comprehensive warranty/CAMC periods.


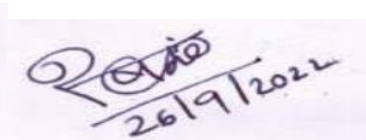
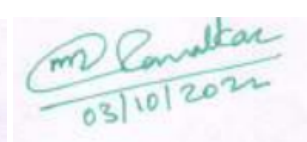


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LIST OF DELIVERABLES

S. No.	Item	Make & model Country of origin*	Qty. Nos.
1	2	3	4
1.	Secondary Standard Pyrheliometer and its accessories with calibration certificate		18
2.	Solar tracker with all installation Accessories		18
3.	12V,65 AH SMF Battery with FRP enclosures		18
4.	75 W Solar Panel and solar charge controller with mounting accessories on the mast.		18 sets
5.	Installation, integration of sensor of field Solar Radiation station, foundation for solar tracker and installation of solar tracker		18 sites
6.	Hard copy and also soft copy in USB drive for operation and maintenance manuals		20 Nos

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

PRICE BID FORMAT

S. No.	Item	Make & model Country of origin	Qty. Nos.	UNIT PRICE			Total price
				Base price	Applicable taxes and duties	Total price	
1	2	3	4	5	6	7=5+6	8=7x4
1.	Secondary Standard Pyrheliometer and its accessories with calibration certificate		18				
2.	Solar tracker with all installation Accessories		18				
3.	12V,65 AH SMF Battery and its FRP enclosure		18				
4.	75 W Solar Panel with mounting accessories on the mast.		18 sets				
5.	Installation, integration of sensor of field Solar Radiation station, foundation for solar tracker and installation of solar tracker		18 sites				
6.	Transportation of materials to SRS sites safely in good condition as per list enclosed in Annexure –VI.		One item				
7.	Hard copy and also soft copy in USB drive for operation and maintenance manuals		20 Nos				
8.	Training of 5 IMD officials for 3 working days at IMD Pune		One item				
9.	Operational Training for each Nodal officers at all Solar Radiation Station sites		One item				
10.	CAMC charges First year Second year Third year Fourth year Fifth year		One item				

Chapter 5

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

PRICE SCHEDULE (Financial Bid format) TO BE SUBMITTED BLANK WITH TECHNICAL 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.

S. No.	Name of Item/Store	Make & Model	Country of origin	Quantity	Unit Price			Total price = (5x8)
					Base Price	Applicable Taxes & Duties	Total unit price	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
STORES (Hardware & software)								
SERVICES								

S. No.	Name of Item/Store	Make & Model	Country of origin	Quantity	Unit Price			Total price =(5x8)
					Base Price	Applicable Taxes & Duties	Total unit price	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

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

Signature of Bidder_____

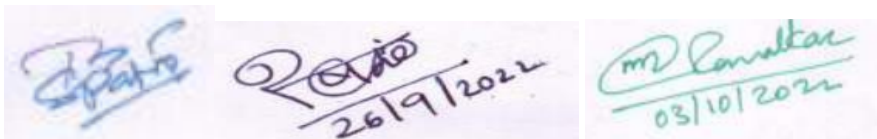
Seal of the Bidder_____

Chapter 6

Contract Forms

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

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



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CHECKLIST

S. N	Activity	Compliance Yes/ No/ NA	PageNo. of your bid
1	Is Firm Registration certificate from Government bodies have attached with technical bid?		
	(i) Have you enclosed EMD document?		
	(ii) Is the EMD document submitted by other firm other than participating firm? If yes, then bid is likely to be ignored.		
	(iii) Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
	(iv) EMD shall be valid for 240 days.		
2.	Have you kept validity of your bid as per the TE document?		
3.	Have you enclosed <u>Tender Terms & Conditions Acceptance Form</u> duly filled and signed (i.e. terms and conditions are acceptable) with original set of tender. Tenders may be ignored if not signed.		
4.	If you are desirous of availing purchase preference as a local supplier, have you enclosed undertaking as per Annexure – II and details of local content / value addition as per Annexure – III		
5	Have you enclosed an undertaking for restrictions on procurement from a bidder of a country which shares a land border with India as per Annexure – V		
6	Have you submitted copy of the last purchase order(s) and end user certificate?		
7.	Have you enclosed clause-by-clause <u>compliance statement</u> for the “List of requirements/ technical specifications” section?		
8.	Have you submitted copy of the last purchase order(s) and end user certificate?		
9.	(i) Is tender Submitted by an OEM?		
	(ii) Is tender Submitted by an integrator Agent/ Dealer/ Supplier/ Distributor/ Stockist etc. of OEM? Whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		

10	(i) Permanent Account No. of bidding firm with proof.		
	(ii) Is sales & service tax / GST number with registration certificate attached?		
11	Name of the firm who quoted the price		
12.	Name of tender currency given in which order to be placed?		
13.	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.		
14.	Have you enclosed the signed Pre-Contract Integrity Pact as per prescribed format under Annexure-V?		

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

The image shows three handwritten signatures and dates. The first signature is in blue ink and is illegible. The second signature is in blue ink, dated 26/9/2022. The third signature is in green ink, dated 03/10/2022.

Tender Terms & Conditions Acceptance Form

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

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

Ref: TE document No. CPU/ dated

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

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

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

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

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

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

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

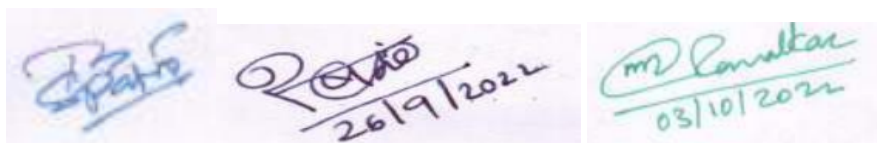
(Signature with date and seal of the company)

(Name and designation)

Duly authorised to sign tender for and on behalf of Bidder

Note*:

1. Firm/company shall use their own printed letter head for issuing this certificate.



2. Acceptance shall be unconditional.

Annexure – III

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.

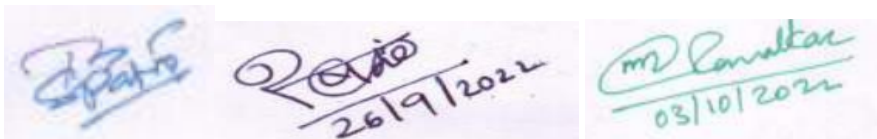
We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi for a period as specified in table 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) a) 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) b) Fail or refuse to submit unconditional acceptance of Supply Order within the time limit specified and/or iv) c) Fail or refuse to furnish the performance security in accordance with Para 9.4 of Chapter-2 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 authorised to sign tender for and on behalf of Bidder.



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,

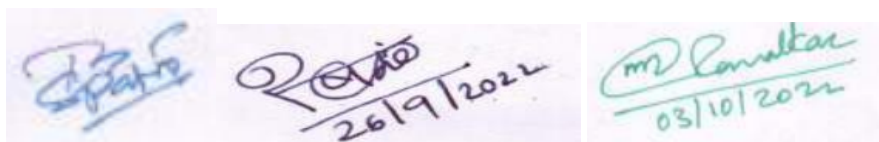
We manufacturers of original equipments at (address of factory) do hereby authorize M/s. (Name and address of Agent) to submit a bid, negotiate and receive the order from you against your tender enquiry.

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 unpriced bid.



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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. WHEREAS the BUYER proposes for **PROCUREMENT OF SOLAR TRACKER AND PYRHELIOMETER FOR SITES ACROSS INDIA** 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:

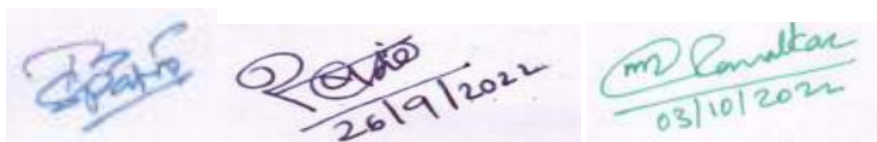
Commitments of the BUYER

- 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



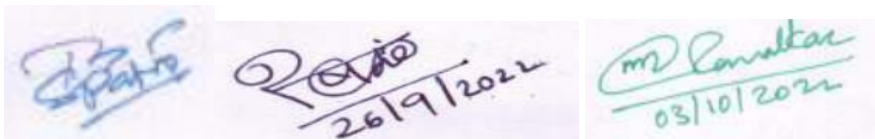
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the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or BIDDER or company whether Indian or foreign to intercede, facilitate or in any way to recommend 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



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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 BIDDERS exclusion from the tender process.

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

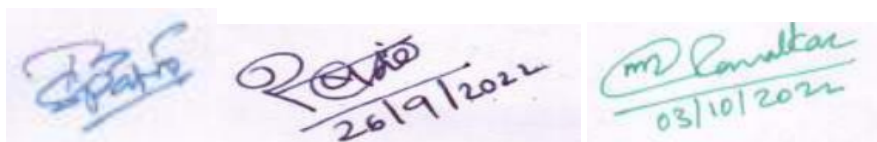
5. **Earnest Money (Security Deposit)**

As per Office memorandum No F.9/4/2020 PPD Dated 12.1.2020 of Ministry of finance Department of Expenditure PPD "No" provision of EMD is kept till 31.12.2021. The firm has to submit a Bid Security Declaration as per **Annexure- III**.

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 BIDDERS. However, the proceedings with the other BIDDERS(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 BIDDERS.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDERS with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDERS from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDERS 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 BIDDERS, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDERS. The BIDDERS 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



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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.

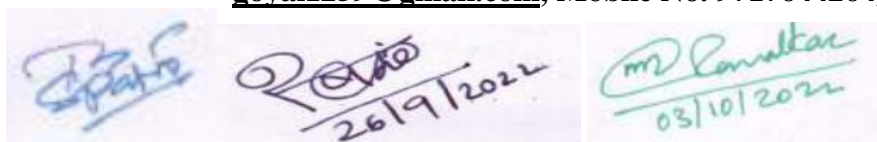
7. Fall Clause

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. Shri S. K. Sarkar, IAS (Retd), B-104, Nayantara Apt., Plot 8B, Sector-07, Dwarka, New Delhi – 110075 (E-mail: sksarkar1979@gmail.com, Mobile No. 9811149324).**
- ii. Shri Rakesh Goyal, IRSE (Retd), 2094, Joy Apartment, Sector 2, Dwarka, Delhi-110075 (E-mail: goyal1259@gmail.com, Mobile No. 9717644264).**



The image shows three handwritten signatures and dates. The first signature is in blue ink and appears to be 'S. K. Sarkar'. The second signature is in blue ink and appears to be 'Rakesh Goyal' with the date '26/9/2022' written below it. The third signature is in green ink and appears to be 'Rakesh Goyal' with the date '03/10/2022' written below it.

- 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**

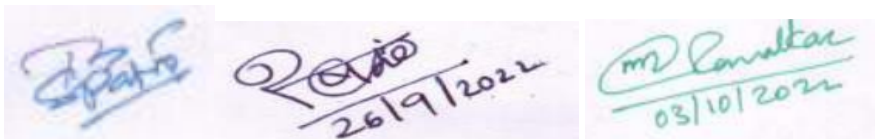
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall 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.
OFFICER Designation
Deptt. /MINISTRY

BIDDER
CHIEF EXECUTIVE

Witness

1. _

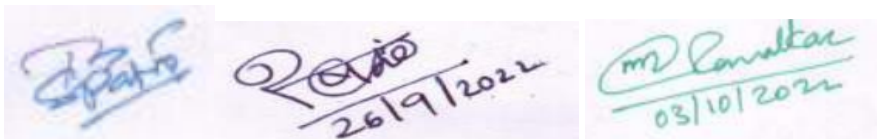
2. _

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.




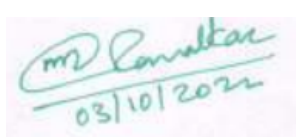
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Annexure-XVI

LIST OF DELIVERABLES

S. No.	Item	Make & model Country of origin*	Qty. Nos.
1	2	3	4
1.	Secondary Standard Pyrheliometer		18
2.	Solar tracker with all Accessories		18
3.	12V,65 AH SMF Battery with FRP enclosures		18
4.	75 W Solar Panel and solar charge controller with mounting accessories on the mast.		18 sets
5.	Installation, integration of sensor of field Solar Radiation station, foundation for solar tracker and installation of solar tracker		18 sites
6.	Hard copy and also soft copy in USB drive for operation and maintenance manuals		20 Nos

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

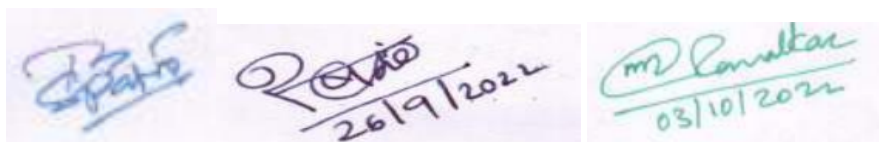
 

Chapter – 7

Other Standard Forms, if any, to be utilised by the purchaser and the bidders

Other Standard Forms, if any, to be utilised by the purchaser and the bidders are as follows:

- I.** Bank Guarantee Model Format for Performance Security (**Annexure-XVII**)
- II.** Proforma for Performance Statement (**Annexure-XVIII**)
- III.** Proforma for Certificate from the User indicating successful operation of Solar tracker and Pyrheliometer (**Annexure-XIX**)
- IV.** Non-Blacklisting declaration (**Annexure-XX**)



The image shows three separate handwritten signatures and dates on a white background. The first signature is in blue ink and appears to be 'S. P. S.'. The second signature is in black ink and appears to be 'R. S. S.', with the date '26/9/2022' written below it. The third signature is in green ink and appears to be 'M. S. S.', with the date '03/10/2022' written below it.

BANK GUARANTEE MODEL FORMAT FOR PERFORMANCE SECURITY

To

The President of India

Through: -

Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi – 110 003.

WHEREAS _____ (Name and address of bidder) (Hereinafter called “Bidder”) has undertaken, in pursuance of contract No. _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).

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

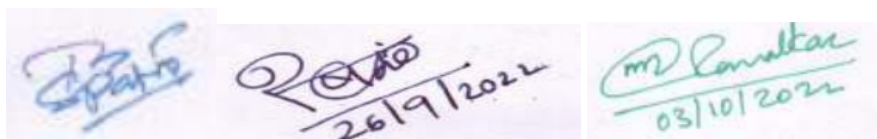
AND WHEREAS we have agreed to give bidder such a bank guarantee; Now THEREFORE we hereby bidder that we are guarantors and responsible to you, on behalf of bidder, up to a total of _____

(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid up to and including the _____ day of _____, 20____.

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

Name and designation of the officer

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



The image shows three handwritten signatures and dates. The first signature is in blue ink and is illegible. The second signature is in blue ink and is dated 26/9/2022. The third signature is in green ink and is dated 03/10/2022.

PROFORMA FOR PERFORMANCE STATEMENT

Bid No. _____

Date of Opening _____ Time _____ Hours _____.

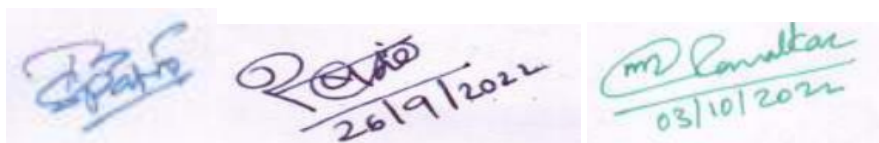
Name of the firm _____.

Order place by (full address of the purchaser)	Order No. and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery as per contract actual	Remarks including reason for late delivery, if any	Has the equipment been satisfactorily functioning?

(Signature of the authorized officer of the Firm)

Seal, name & address of the Bidding Firm

Name and designation of the officer

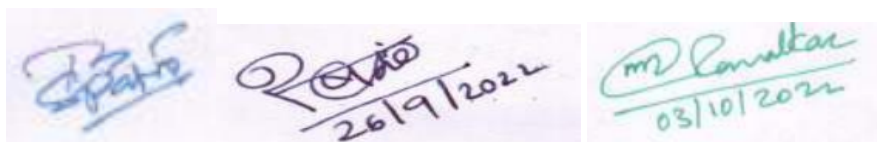


**PROFORMA FOR CERTIFICATE FROM THE USER INDICATING
SUCCESSFUL OPERATION OF SOLAR TRACKER AND
PYRHELIOMETER**

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the Solar tracker and Pyrheliometer with associated subsystems and peripherals supplied by M/s _____ to _____ on date _____ vide M/s _____ Supply order No. _____ dated _____ (copy enclosed) installed and commissioned on _____. The Solar tracker and Pyrheliometer is working satisfactorily for _____ months / years. The said Solar tracker and Pyrheliometer is under continuous operation since _____ and are providing satisfactory results.

Signature of authorized signatory
Name of authorized signatory
Complete office address
With office seal and date



The image shows three handwritten signatures and dates. The first signature is in blue ink and is illegible. The second signature is in blue ink and is illegible, with the date 26/9/2022 written below it. The third signature is in green ink and is illegible, with the date 03/10/2022 written below it.

Non-Blacklisting declaration

(Sample Format only)

To:

Date:

(Consignee Name and address)

Subject: Non-Blacklisting declaration in connection with RFP No. _____
dated _____ for supply of Solar tracker and Pyrheliometer to India
Met. Department.

Dear Sir,

This is to notify that our Firm/ Company/ Organization intends to submit a proposal
in response to invitation for RFP No. _____ for supply of Solar tracker and
Pyrheliometer to India Met. Department. In accordance with the above we declare
that:

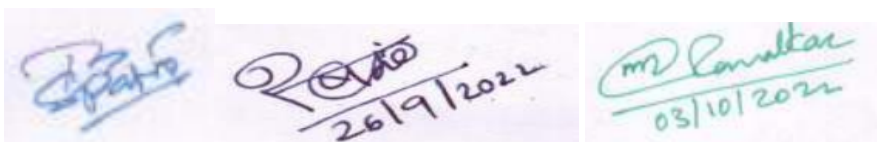
- a) We are not involved in any major litigation that may have an impact of
affecting or compromising the delivery of services as required under this
assignment.
- b) We are not blacklisted by any Central/ State Government/ Agency of
Central/ State Government of India or any other country in the World/
Public Sector Undertaking/ any Regulatory Authorities in India or any
other country in the world for any kind of fraudulent activities.

Sincerely,

(BIDDERS Name)

Title

Signature with firm's seal



The image shows three handwritten signatures and dates. The first signature is in blue ink and is illegible. The second signature is in blue ink and is illegible, with the date 26/9/2022 written below it. The third signature is in green ink and is illegible, with the date 03/10/2022 written below it.

BANK GUARANTEE FORMAT
FOR FURNISHING EMD

(Format only)

Whereas.....
.. (hereinafter called the “bidder”) Has submitted their offer dated..... For the supply of..... (hereinafter called the “tender”) Against the purchaser’s tender enquiry No..... KNOW ALL MEN by these presents that WE..... of.....having our registered office atare bound unto..... (hereinafter called the “Purchaser) In the sum of.....

For which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of20..... THE CONDITIONS OF THIS OBLIGATION ARE:

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

WE undertake to pay the “Director General of Meteorology, India Meteorological Department”, up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date. Bank Guarantee issued with the tender enquiry reference No.CPU/.....Dated.....

(Signature of the authorized officer of the Bank)

.Name and designation of the officer

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

