

**Minutes of the meeting of Pre-Bid Committee for Procurement of 08 Nos. of polarimetric S-Band DWRsheld on 19.05.2025 at 1100 hours IST**

India Meteorological Department (IMD) has invited bids vide Tender No.CPU/53/0525/1552 dated 19.05.2025 for the procurement, installation and commissioning of 08 Nos. of polarimetric S-Band Doppler Weather Radars (DWRs) under Mission Mausam through CPP portal of the Government of India and IMD website. Secretary, MoES has constituted the following Pre-bid Committee vide File No.DGM-HQ-24010/28/2024-UAID vide Note#330 dated 16.05.2025 comprising the members mentioned below:

- |                                                                      |                  |
|----------------------------------------------------------------------|------------------|
| 1. Dr. T. Narayana Rao, Scientist-G, NARL, Department of Space       | Chairman         |
| 2. Shri S. Gopal Krishna, Director (IFD), Ministry of Earth Sciences | Member           |
| 3. Wing Commander Rahul Sharma, Indian Air Force                     | Member           |
| 4. Shri Santosh Kumar S., DDG (A&P), IMD                             | Member           |
| 5. Shri Kapil Dev Meena, Director (Finance), IMD                     | Member           |
| 6. Dr. Soma Sen Roy, Head, Radar Division, IMD                       | Member           |
| 7. Shri B.A.M. Kannan, Scientist-F, RMC Chennai, IMD                 | Member           |
| 8. Dr. S.I. Laskar, Scientist-F, CPU, IMD                            | Member           |
| 9. Shri Rangaraj A.G, Scientist-E, Radar Division, IMD               | Member           |
| 10. Ms. Arpita Rastogi, Scientist-D, Radar Division, IMD             | Member Secretary |

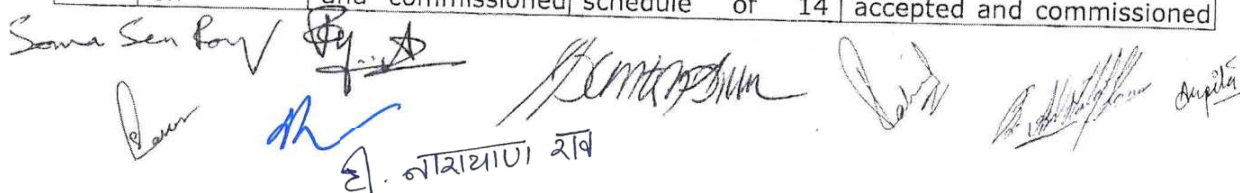
The representatives from the following firms attended the Pre-Bid meeting:

1. M/s Bharat Electronics Limited, Bangalore.
2. M/s Astra Microwave Products Limited, Hyderabad.
3. M/s Data Patterns (India) Private Limited, Chennai.
4. M/s LOTUS Microwave Technologies Pvt Ltd, Hyderabad.
5. M/s Avantel Limited, Hyderabad.
6. M/s Singh Corporation, Gurugram.
7. M/s Tata Advanced systems limited, Hyderabad.

Shri Kapil Dev Meena did not attend the meeting due to pre-occupation with other official duties.

The Pre-Bid meeting was held in hybrid mode on 19<sup>th</sup> May, 2025 at 11:00 hours IST in the mini-conferenceroom, DGM, Mausam Bhawan, New Delhi. The committee discussed and deliberated on all the Pre-Bid queries submitted by prospective bidders vis-à-vis the published tender document. The detailed response of IMD to the queries raised by various firms in writing via email is tabulated below:

S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
<b>M/s Astra Microwave Products Limited, Hyderabad</b>				
1.	Page No. 15 Appendix to NIT: Tender Information	All the 08 DWR along with associated systems including AWS and disdrometers to be installed, accepted and commissioned	Considering that some of the site locations are away from mainland, it is highly difficult to meet the project schedule of 14	May be read as: "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and commissioned


  
 Soma Sen Roy, Dr. T. Narayana Rao, Shri Santosh Kumar S., Shri Kapil Dev Meena, Shri Rangaraj A.G, Ms. Arpita Rastogi

S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
	Summary Terms of Delivery	within 14 months from the date of issue of contract agreement.	months. Hence, it is requested to kindly extend the project timeline to 30 months.	within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner."
2.	Page No. 168 Radome and Tower	20m (minimum & scalable) with quote for additional height for every 5 meters.	Considering the size of Antenna and pedestal, it will be challenging to design a suitable tower structure to withstand 250 km/hr wind load. Moreover, there are no S-Band tower mounted Radars in India presently. Hence, it is requested to kindly reconsider concrete structure for Radar mounting.	As per tender document.

**M/s Avantel Limited, Hyderabad.**

1.	Page No. 200 Section VIII: Qualification Criteria	Para No: 1 Experience and Past Performance Point no b: The bidder shall be a weather radar manufacturer	We have previously supplied a 49 MHz Wind Profiler Radar to SHAR. Kindly clarify whether this experience can be considered for eligibility to participate in the current bid."	As per tender document. Refer Section VIII clause 1.0 "Experience and past performance"
2.	Page No. 07 Appendix to NIT: Tender Information	Terms of Delivery All the 08 DWR along with associated systems including AWS and disdrometers to be	We request that all 08 DWR units, along with the associated systems including AWS and disdrometers, be installed,	May be read as: "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and

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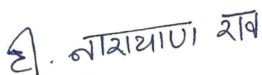


S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
	Summary	installed, accepted and commissioned within 14 months from the date of issue of contract agreement.	accepted, and commissioned within a period of 24 months.	commissioned within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner. "

**M/s Bharat Electronics Limited, Bengaluru**

1.	Page No: 7 Appendix to NIT: Tender Information Summary (TIS) Terms of Delivery	All the 08 DWR along with associated systems including AWS and disdrometer to be installed, accepted and commissioned within 14 months from the date of issue of contract agreement.	Considering the time required for procurement of long lead items like Klystron tubes, MW components, Power Amplifiers and manufacturing of Antenna/Radome, the delivery may be modified as 15 months for supply, 2 months for installation and 1 month for commissioning of first radar from date of contract. Subsequently remaining radars to be supplied installed & commissioned in 24 months in phased manner from the date of contract.	May be read as:  "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and commissioned within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner. "
2.	Page No. 185 Section VII:	A single value quoting consolidated/bundled price inclusive	In the BOQ format or Price Schedule, there is no line item or Sl. No. to	As per Tender document

S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
	technical Specifications And Quality Assurance Para 16: COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC)	of applicable taxes/ GST for CAMC should be quoted instead of separate year-wise CAMC charges for seven years.	enter the CAMC price. Please indicate where to include consolidated /bundled price for CAMC?	

**M/s Data Patterns (India) Private Limited, Chennai**

1	BoQ	General query on BoQ	In BoQ GST value is not multiplying in total Taxes column.	As per tender document and demonstrated during the Prebid.
2	BoQ	General query on BoQ	In BoQ, Amount in words is not including GST value.	The Column 18(BC) Heading of the BoQ may be read as: "Total Amount (in quoted currency, excluding taxes), in words:"
3	BoQ	General query on BoQ	There is no option for CAMC to quote the same should be quoted in Unit price.	As per Tender document
4	BoQ	General query on BoQ	For quoting warranty there is a separate provision and also there is a note that says unit price is to include warranty and CAMC.	Note** may be Read as: "The Total Price is inclusive of 7 years CAMC for each of the items mentioned above as a single bundled price in the Reference sheet of BoQ" In all columns, for the line item number 1.30 in "Reference Sheet" of BoQ, please enter the value as 0 [Zero].
5	Page no 15 Para 2	Complete date of Delivery: 1. All the 08 DWR along with associated systems including AWS and	We request IMD to change delivery schedule as follows, 1. Supply, Installation and commissioning of	May be read as: "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and

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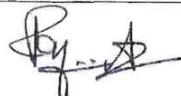






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S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
		disdrometers to be installed, accepted and commissioned within 14 months from the date of issue of contract agreement.	First Radar in T0+15 Months and remaining radar in T0+24 Months	commissioned within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner. "

**M/s Enterprise Electronics Corporation, United State of America**

1.	To hasten the procurement process , IMD has not adhered to established tender and procurement norms of providing the standard number of days for preparing and submitting the bid which is nearly 4-5 clear working weeks to submit such an complex project, the bid was announced on 10 <sup>th</sup> May, 2025 with pre bid meeting points desired by 16th May, 2025 very short time and bid closing on 31st May, 2025 again not enough time is provided. Please provide a 4 week extension to the submission deadline.	As per Tender Document
2	Please confirm if the tender is Global only, not local and MII.	The tender is published as a Global tender Enquiry. Please refer to MII preference in tender document at Clause no 4.0 (Page no 9) "Minimum local content for eligibility to participate ITB-clause 4.1.4 (Make in India Policy)" of Appendix to NIT: Tender Information Summary (TIS)
3	As there are several conflicting terms, it would have been more prudent to give the detailed specification and scope of work with standard tender terms, rather reading the 282 pages and again the onus on vendor to read through entire document before submission, no excuses for errors & omission.	As per Tender document
4	What are the terms of delivery , Ex Works, ,FOB? As Radars would be shipped by Sea port only ,not by air, hence IMD may clarify . Also please note it is beneficial for IMD to get the delivery on FOB sea port basis and shipping through the Government of India nominated freight forwarder for better freight	As per Tender document. Refer Clause no 2.0 (Page no 7) "Terms of Delivery" of Appendix to NIT: Tender Information Summary (TIS)

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S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
		management, also the nominated CHA would also ensure the timely clearance of material and arrange the transportation till the ultimate destination.		
5		Delivery period is sought 14 months from the date of signing the contract for the entire 8 systems including the Disdrometer, civil works, transportation, etc. This is not a realistic time schedule, since the realistic time for delivery of the DWRs alone would be 24 months.		May be read as:  "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and commissioned within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner."
6		Confirm whether Reverse Auction would be enforced in Global Tender, we as foreign suppliers cannot participate in the RA process and IMD is aiming to procure the sophisticated S Band Doppler Weather Radar not any COTS items, hence emphasis should be more on the technical capability and solution provider rather only on Cost.		Yes, Reverse Auction would be enforced in this Tender. All technically qualified bidders can participate in Reverse Auction process as per Tender conditions. Details about Reverse auction may be referred in GoI Eprocurement Website <a href="https://eprocure.gov.in/epr/ocure/app?page=BiddersManualKit&amp;service=page">https://eprocure.gov.in/epr/ocure/app?page=BiddersManualKit&amp;service=page</a> <a href="https://eprocure.gov.in/epr/ocure/app?page=FrontEndContactUs&amp;service=page">https://eprocure.gov.in/epr/ocure/app?page=FrontEndContactUs&amp;service=page</a>
7		Option clause is normally 50% of the ordered quantity, the rationale behind 12.5% is not clear please elucidate.		As per Tender Document
8		The requirement of Weather Station and Disdrometer, may be removed from the scope of Radar Manufacturer, since this will further escalate the overall cost Radar OEM, have to source from other companies, and do the value addition, and it is not economical for IMD.		As per Tender Document
9		Linking the final 10% payment with CAMC period is		As per Tender Document

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S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
		not something standard, when IMD is seeking the separate CAMC charges, it is almost dragging to a decade, no supplier will be able to sustain for this long time and ensure timely services as well.		
10		Requirement of manpower should be at the domain of IMD, how it is envisaged that a foreign company can ensure the diligent working of local people who would be employed and land of law regulations for the employment management is followed, this needs to be changed in the larger interest of project. At the most a Radar Manufacturing company can ensure one or two people are deployed at each site for day to day monitoring and performing the routine maintenance etc.		As per Tender Document
11		Foreign companies cannot engage themselves in obtaining the WPC clearance, it is an extremely bureaucratic process, hence IMD being the ultimate user, should apply for such licenses, the Radar manufacturer would like to focus on manufacturing the quality Radar system rather running in Government corridors, this is something IMD should assume in their role.		As per Tender Document
12		Transportation from seaport / customs in India to the ultimate site is the responsibility of IMD and it has been the case in the past also.		As per Tender Document. Refer Clause no 2.0 (Page no 7) "Terms of Delivery" of Appendix to NIT: Tender Information Summary (TIS)
13		Will IMD ensure that all municipal and other local clearances, electricity power supply to the prefabricated room will be provided and all charges for these electricity bills will be paid by IMD?		All municipal and other local clearances, electricity power supply will be facilitated by IMD. Electricity Bills will be paid by IMD after successful acceptance and commissioning.
14		Delivery of Radar has been sought in 14 months, whereas one of the sites is Car Nicobar in A&N Islands. The transportation to these remote locations depends on availability of required vessels and sea conditions. Several other impediments can also impact the over schedule, how this kind of delivery timeline is devised? Please see suggested schedule in item 5. above.		Section VII: Technical Specifications and Quality Assurance. Clause 15 Delivery Schedule Point no i. May be read as: "First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and commissioned within 15 months from the date of issue of the contract

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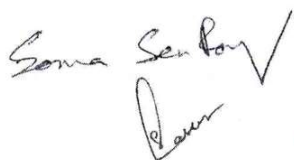
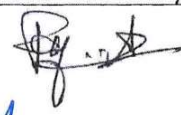
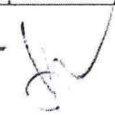



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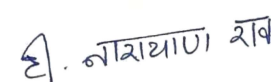
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S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
				agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner."
15		Please identify on which site, the DWR would be installed on building, whether these Building needs to be reinforced to withstand the hold of DWR, and on which site the 20 m tower is considered.		As per tender document
16		Can the BOQ be modified to accommodate the Radar and its peripherals prices from the country-of-origin prices on convertible currency, and local services, like civil works, AC , prefabricated cabin, manpower, and other stuff as per RFP can be quoted in Indian Rupees and separate contract can be placed on this vendor who would be working with OEM of Radar?		No.
17		Clarifications on technical specifications:- Our technical team is still evaluating the technical specifications and will require additional time to prepare questions and request clarification. Please see extension request in item 1 above.		As per Tender Document
<b>M/s Tata Advanced Systems Ltd., Hyderabad</b>				
1.	3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)		Submission date for the tender with 8 S-band sites for installation should be no earlier than one month after the site visit and all clarifications answered by IMD (whichever comes the last). <b>The current submission date is not suitable for correct and efficient bidding. Request extension of 4 weeks.</b>	As per tender document.
2	Page	Required Delivery	Delivery,	May be read as:





S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
	161	Schedule: All the 08 DWRs along with associated systems including AWS and dis-drometers to be installed, accepted and commissioned within 14 months from the date of issue of contract agreement. In this regard, the contractor will submit the actual schedule along with the timeline for execution of installation and commissioning work for each radar.	installation and commissioning time of 14 months for 8 S-band klystron machines is unrealistic, considering all klystrons of frequency are produced as per order (not available off the shelf) and are delivered not earlier than 9 to 18 months after the order (depending on the quantity). Thus, the minimum time for commissioning of all 8 systems should be 24 months.	"First DWR, along with associated systems, including AWS and disdrometer, to be installed, accepted and commissioned within 15 months from the date of issue of the contract agreement. The remaining 7 DWRs, along with associated systems including AWS and disdrometer, are to be installed, accepted and commissioned within 18 months from the date of issue of the contract agreement in a phased manner."

**M/s. Lotus Microwave Technologies**

1	<p>In reference to the IMD Tender Reference No. CPU/53/0525/1552, we hereby request clarifications regarding the applicability of preference accorded to an MSE as per the rules laid out Govt. Of India (GOI).</p> <ul style="list-style-type: none"> <li>● Under Section-II of Instructions To Bidders(ITB), clause 4 and sub-clause 4.2 "Support/ Preferential Treatment to Micro &amp; Small Enterprises (MSEs)" it is mentioned that the policies of GOI to support Micro and Small industries in comparison to non-MSE enterprises shall apply to this procurement.</li> <li>● We qualify as an MSE under the given registration criteria mentioned cluse 4.2.1 "Registration of MSEs" (please find attached our UDYAM certificate in this regard)</li> <li>● We understand that as per the policy of GOI, the criteria of prior experience and financial turnover are relaxed for bidders that qualify as MSEs.</li> </ul> <p>Considering the above points, we request your office to confirm in regards to the above referred</p>	<p>Relaxation to Micro and Small Enterprises (MSEs) and start-ups shall be provided as per Chapter 1, Clause 1.11.2 (4) &amp; Clause 1.11.5(2) respectively of the 'Manual for Procurement of Goods' (Second Edition, 2024), issued by the Ministry of Finance, Department of Expenditure, Government of India, subject to submission of valid supporting documents.</p>
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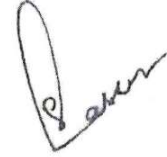
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S. No.	RFP Reference	Requirement as per RFP	Query	Remarks
		tender, the relaxation of Financial Turnover and Prior Experience and Past Performance criteria for a bidding firm which is an MSE.		

Further, as requested by the participants, IMD provided a demonstration of the BoQ data entry methodology and explained the significance of each column in detail.

1. During the meeting, IMD clarified that in the BoQ excel sheets, the column number 11 may be read as **"BASIC RATE IN Figures to be entered by the bidder in quoted currency"**.




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2. In section V Special Conditions of Contract (SCC) GCC 10.3.1, 10.3.2 (Terms and Mode of payments) point a to f and in GCC 10.3.3 (Payment Conditions) the Text from "Payment shall be ...to"...Released in Equal proportion for each of the 8 sites..."shall be read as "a) Payment shall be made for each radar and other associated systems including AWS and disdrometers as proposed in the tender per site

b) Twenty five percent (25%) of total contract value will be paid as advance payment, as per GFR clause 172-1 (ii)(a) against 110% Unconditional Advance Bank Guarantee (as per format given at Format 1.1.1) of the advance to be submitted by the firm after issuance of supply order to support the bidder in design and manufacturing of high-end engineering goods. Such Bank Guarantee shall remain effective until the advance payment has been fully repaid / adjusted. And if the Contract is terminated due to default of the Contractor, the advance payment would be deemed as interest bearing advance at the interest rate of PBLR + 2% to be compounded quarterly and recovered by IMD from the 110% Unconditional Advance Bank Guarantee.








c) Sixty percent (60%) of contract value, including the advance amount, will be paid after receipt of goods at each site on prorata basis, after adjustment of Advance Payment

d) Fifteen percent (15%) payment of contract value toward stores will be made, on a pro-rata basis, after successful installation, functional test, completion of training, commissioning and acceptance of system at each site.

e) Five Percent (5%) payment of the contract value, shall be made quarterly during the three-year warranty period, on a pro-rata basis, against the bill submitted by the supplier. The payment shall be released in accordance with the satisfactory operation of RADAR and data availability from the respective DWRsite, as per the table below:

Warranty Year	Percentage of total project cost to be released
1 <sup>st</sup>	1%
2 <sup>nd</sup>	2%
3 <sup>rd</sup>	2%
Total	5%

f) Remaining Twenty Percent (20%) payment of the contract value, shall be made quarterly during the seven Years CAMC period, on a pro-rata basis, against the bill submitted by the supplier. The payment shall be released in accordance with the satisfactory operation of RADAR and data availability from the respective DWRsite, as per the table below:








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CAMC Year	Percentage of total project cost to be released
1 <sup>st</sup>	0.4%
2 <sup>nd</sup>	1.2%
3 <sup>rd</sup>	2.0%
4 <sup>th</sup>	2.8%
5 <sup>th</sup>	3.6%
6 <sup>th</sup>	4.4%
7 <sup>th</sup>	5.6%
<b>Total</b>	<b>20%</b>

3. In section V Special Conditions of Contract (SCC) GCC 10.3.4 (Advance Payment) and Section II ITB 6.4.2 shall be read as "Twenty five percent (25%) of total contract value will be paid as advance payment, as per GFR clause 172-1 (ii)(a) against 110% Unconditional Advance Bank Guarantee (as per format given at Format 1.1.1) of the advance to be submitted by the firm after issuance of supply order to support the bidder in design and manufacturing of high-end engineering goods. Such Bank Guarantee shall remain effective until the advance payment has been fully repaid / adjusted. And if the Contract is terminated due to default of the Contractor, the advance payment would be deemed as interest bearing advance at the interest rate of PBLR + 2% to be compounded quarterly and recovered by IMD from the 110% Unconditional Advance Bank Guarantee"

4. In section II, clause no 6.1.3(3)(a) Comprehensive Annual Maintenance Contract (CAMC) shall be read as "**Comprehensive Annual Maintenance Contract (CAMC)**: If so stipulated in TIS/ AITB, the Bidders shall carry out post-warranty Comprehensive Annual Maintenance Contract (CAMC) for seven years after the expiry of the warranty period. They should mention the maintenance schedule under the CAMC, and other details of spares to be used in such preventive maintenance. The terms & conditions of CAMC must specify the maximum down time and maximum response time. An amount equivalent to 20% of the total contract value will be paid during the 7 years CAMC period, as per the payment terms of the tender. The cost of spares and service charges utilized during the seven-year CAMC period shall be included in the D.A.P. destination price.

5. In line with Government of India's Office Memorandum No. F.1/2/2023-PPD dated 01.01.2024, the Performance Security shall be read as 5% in place of 10%.

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6. In addition to the above, the Pre-bid Committee deliberated about the changes proposed by IMD during the meeting, and considering the timelines of Mission Mausam, recommended that no additional changes (except as mentioned above) will be made in the tender document. All other terms and conditions including manpower requirements, shall remain as specified in the published tender document and will be entered accordingly in the BoQ by the bidder.

The meeting ended thanking all the participants and the committee members.

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(T. N. Rao)



(S. Gopal Krishna)



(Wg Cdr Rahul Sharma)



(Santosh Kumar S.)

(Kapil Dev Meena)

Soma Sen Roy

(Soma Sen Roy)



(B.A.M. Kannan)



(S.I. Laskar)



(Rangaraj A.G.)



(Arpita Rastogi)

**Format : BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT**

To  
The President of India, through  
Head of Procurement  
India Meteorological Department  
Ministry of Earth Sciences, Govt. Of India, New Delhi

WHEREAS on or about the.....day of.....  
M/s..... a company registered under the Companies  
act 1931/1956 and having its registered office at (hereinafter referred to as 'The  
Contractor') entered into an agreement bearing No(hereinafter referred to as  
'TheContract') with the President of India acting through the Head of Procurement, India  
Meteorological department, Ministry of Earth Sciences, Govt. Of India, New Delhi  
(hereinafter referred to as 'The Government') for(hereinafter referred to as 'The  
Equipment').

1. AND WHEREAS under the terms and conditions of the contract an amount of  
Rs.....(Rupees ..... Only) representing  
..... Percent advance payment out of a contract value of Rs (Rupees.  
Only) is to be paid by government to the contractor.

2. AND WHEREAS AND WHEREAS the Government has agreed in pursuance of the said  
terms and conditions of the contract to make an advance payment of Rs. (Rupees only)  
to the Contractor on the Contractor furnishing a Bank Guarantee in the manner herein  
contained.

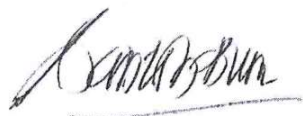
3. NOW WE, ..... (Bank) in consideration of the Government having agreed  
to pay to the Contractor an advance  
payment of Rs..... (Rupees .....only) do hereby  
agree and undertake to indemnify the Government and keep the Government indemnified  
to the extent of a sum not exceeding the said sum of Rs. .... (Rupees  
..... only) against any damage or loss that may be  
suffered by the Government by reason of non-fulfilment of any of the terms and  
conditions of the contract by the Contractor.

4. We, ..... (Bank) do hereby undertake  
to pay the amount due and payable under this guarantee without any demur merely on a  
demand from the President of India acting through the Secretary, Ministry of Earth  
Sciences, Govt. Of India, New Delhi on behalf of the Government stating that the amount  
claimed is due by way of loss or damage caused to or would be caused to or suffered by  
the Government by reason of breach by the said Contractor(s) of any of the terms and  
conditions contained in the said agreement or by reason of the Contractor(s) 's failure to  
perform the said agreement. Any such demand made on the bank shall be conclusive as  
regards the amount due and payable by the Bank under this guarantee. However, our  
liability under this guarantee, shall be restricted to an amount not exceeding Rs .....  
(Rupees ..... only).

By 

এ. নাসিমাউল হক

Soma Sen Ray















5. We, ..... (Bank) undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against.

6. AND We, ..... (Bank) hereby further agree that the decision of the said the Secretary, Ministry of Earth Sciences, Govt. Of India, New Delhi as to whether the Contractor has committed breach of any such terms and conditions of the contract or not and as to amount of damages or loss assessed by the said Regional Director, Purchase and Stores as damage or loss suffered by the government on account of such breach would be final and binding on us.

7. We, ..... (Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of relieving us.

8. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

9. Our guarantee shall remain in force until ..... and unless a claim under the guarantee is lodged with us within six months from that date all rights of the government under the guarantee shall be relieved and discharged from all liabilities thereunder.

Dated the ..... day of .... 20  
For .....

(Indicate the name of bank)



Soma Sen Roy



ए. नारायण शर्मा



Angita