



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/54/0218/57 Dated 23.02.2018

1. Director General of Meteorology (DGM) of India Meteorological Department (IMD), Ministry of Earth Sciences (MoES), Government of India on behalf of President of India invites **ON LINE TENDER towards rate contract** in two bid systems i.e. (i) Technical bid & (ii) Price bid from eligible and qualified firms for supply of following Goods/Articles on **Rate Contract (RC) Basis**. **Manual bids shall not be accepted.**
2. Name of Goods/Article/Services: **Procurement of “Tipping Bucket Rain Gauge (TBRG) with Accessories.”**
3. **Quantity & Specification** : Anticipated Qty.-**300 Nos** within a year. As per tender enquiry document.
4. **Tender schedule is as follows:**

1.	Cost of Tender Documents.	NIL
2.	PRE BID Conference (A) Date & Time (B) Venue	08-03-2018 / 1100 Hrs Office of CR & S, IMD, Shivaji Nagar, Pune – 411005.
3.	Closing date and time for submission of tender	02-04-2018 / 1100 Hrs
4.	Tender Opening date & time (Technical Bid)	03-04-2018 / 1500 Hrs
5.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. Earnest Money Deposit (EMD): **Rs. 7,62,000/-** (Rupees Seven lakh sixty two thousand only)/ \$11,860.00 (USD Eleven thousand eight hundred sixty only) with validity of **Eight (8) months** from the date of closing of tender. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). Bank Guarantee issued from foreign banks must be authenticated by State Bank of India or any nationalized bank of India. **Signed and scanned copy of EMD must be uploaded on eprocure.gov.in and original must be submitted on or before opening of bids.**
6. (a) Micro and small Enterprises registered **for stores and services** specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted for submitting the **Earnest money deposit (EMD)** against appropriate certificate.
(b) Firms other than SSI registered **for stores and services** with NSIC, are also exempted for submitting EMD.
(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.
7. All prospective tenderers are requested to attend the Pre Bid meeting as mentioned above. The venue, date and time are indicated in the Para 4 above.
8. Tenderer may download the **Tender Enquiry Document** from the web site <https://eprocure.gov.in/eprocure/app> and upload their tender ONLINE on the same web site <https://eprocure.gov.in/eprocure/app>.
9. In the event of the tender opening date being declared as holiday for the purchase organisation, the tender will be opened on the next working day; the venue and time of the tender opening remaining same.

10. Purchaser: **The President of India**
Through Director General of Meteorology

India Meteorological Department

Lodi Road, New Delhi-110003

11. Consignee: **Head, CR & S, IMD**
Shivaji nagar, PUNE-411005
Maharashtra, INDIA

12. Testing & Acceptance Authority : **Head, CR & S,IMD**
Shivaji nagar, PUNE-411005
Maharashtra, INDIA

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

निविदा आमंत्रित करने की सूचना (एन आई टी)

निविदा जाँच सं. CPU/54/0218/57 Dated 23-02-2018

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 के लिए पात्र और अर्हक निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में ऑनलाइन टेंडर **दर संविदा आधार** पर आमंत्रित करते हैं – (Under Rate Contract)
2. सामान/ वस्तुएँ/ सेवाओं का नाम: **Procurement of “Tipping Bucket Rain Gauge (TBRG) with Accessories.”**
2. विनिर्देशन और मात्रा: सम्भावित मात्रा- **300 मद्** , एक साल मे जरूर, वितविनिर्देशन आर एफ पी के अनुसार
3. निविदा अनुसूची इस प्रकार है:

1.	निविदा कागजात की लागत	शून्य
2.	प्री बिड कांफ्रेंस (क) दिनांक व समय (ख) स्थान	08-03-2018 / 1100 बजे भारत मौसम विज्ञान विभाग शिवाजी नगर, पुणे -४११००५
3.	निविदा जमा करने की अंतिम तिथि व समय	02-04-2018 / 1100 बजे
4.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	03-04-2018 / 1500 बजे
5.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

4. धरोहर राशि (ई एम डी): **रु. 7,62,000/-** (सात लाख बासठ हजार रुपये केवल) । बोली लगाने वाले को विदेशी बैंक द्वारा दी गई बैंक गारंटी भारतीय बैंक से भी प्रमाणित होनी चाहिए । ईएमडी केवल बैंक गारंटी (बीजी) / सावधि जमा रसीद (एफडीआर) के रूप में भाग लेने वाली फर्म से स्वीकार किए जाएंगे.
5. **(क)** लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत है, उनको निविदा शुल्क और

धरोहर राशि (ई एम डी) प्रस्तुत करने के लिए छूट दी गई है। (उचित प्रमाणपत्र प्रस्तुत करने पर)

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

(ग) निविदा शुल्क और ईएमडी में छूट और छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।

6. ऐसे निविदाकार जो रुचि रखते हैं इस आवश्यकता के बारे में और जानकारी परेषिति से ले सकते हैं । सभी भावी निविदाकर्ता प्री बिड बैठक (समारोह स्थल, तारीख और समय) में भाग ले सकते हैं यदि ऊपर पैरा 4 में अनुरोध किया गया है। ऐसे निविदाकार जो रुचि रखते हैं इस आवश्यकता के बारे में और जानकारी परेषिति से ले सकते हैं ।

7. निविदाकर्ता eprocure.gov.in वेबसाइट से **निविदा जांच कागजात** डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात के अनुसार अपनी निविदा वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे तथा अंतिम तिथि व समय तक निविदा जमा कर सकते हैं।

8. यदि निविदा खोलने की तारीख के दिन क्रय संगथन का अवकश घोषित होता है तो निविदा अगले कार्य दिवस को खोली जायेगी, निविदा खोलने का स्थान और समय वही रहेगा ।

9. क्रयकर्ता:

भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से

भारत मौसम विज्ञान विभाग,

लोदी रोड, नई दिल्ली-110003

12. परेषिति:

प्रधान, सी आर एंड एस

भारत मौसम विज्ञान विभाग

शिवाजी नगर, पुणे-411005

13. जाँच प्राधिकारी:

प्रधान, सी आर एंड एस

भारत मौसम विज्ञान विभाग

शिवाजी नगर, पुणे-411005

प्रधान, केंद्रीय क्रय एकक (कें.क्र.ए) ,

मौसम विज्ञान के महानिदेशक का कार्यालय,

लोदी रोड, नई दिल्ली- 110003

टेलीफैक्स सं. : 011-24698148



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

SECTION – I GENERAL INSTRUCTIONS TO TENDERERS (GIT)

1. Introduction :

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

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

2. Language of Tender:

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

3. Eligible Goods and Services:

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.

4. Tendering Expenses

The tenderer shall bear all the costs and expenditure incurred and/or to be incurred by it in preparation, mailing and submission of its 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 so as to provide an opportunity to the participating bidders to interact with IMD with regard to various tender provisions/clauses, before the bids are submitted. **Bidders should depute their authorised representative for pre-bid meeting**. In case, due to the points/doubts raised by the prospective bidders, needs to be modified, and then the same will be considered for modification. 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. Bidders are advised to visit IMD Website to get the final view and clarification of IMD. **Pre-Bid minutes shall be uploaded on IMD website and e-procurement portal.**

6. Regular visit of IMD website:

Prospective bidders are advised to visit/see IMD website www.imd.gov.in and e-procurement portal www.eprocure.gov.in on regular basis for any change in NIT schedule, amendment / corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

7. Amendments to TE documents:

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

8. Documents Comprising the Tender:

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the tenderer shall comprise the followings:

(1).Techno – Commercial Tender (Un-priced Tender)

The following documents shall be the part of Technical bid. Bidder shall upload their tender on eprocure.gov.in.

- (i) Registration certificate of bidding firm with government body in their country. Credential/document not attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Scanned copy Earnest Money Deposit (EMD) in the form of **FDR/BG**.
Original EMD shall be submitted in Central Purchase Unit of IMD on or before closing of tender.
- (iv) Documentary evidence for fulfilment of Eligibility /Qualification criteria(s).

- (v) Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.
- (vi) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i.e tenderer has agreed to all the terms & condition of tender enquiry document).
- (vii) Authorization letter from principal authorizing Indian representative **to only submit /deposit the tender document** on behalf of foreign principal. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to considered for technical evaluation.
- (viii) Technical Bid.
List of deliverables (un priced/without price) with make & model etc.
This should be exactly same as attached in price bid.

Note*

- (a) The above documents (signed and scanned) shall be attached in the beginning of technical bid

(2) Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Price Bid shall be preferred as per price schedule format (Annexur-V).
- (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/freight/insurance to the sites, Goods & services tax (GST) etc** against the requirement.
- (v) Wherever, the Purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/ equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- (vi) In respect of contracts involving installation and commissioning **by the overseas supplier** where charges for the same has been quoted by the tenderer, **firm shall bear the Income-tax liability as per rates prevailing** at the time of undertaking the job in accordance with the Income-tax Act in force in India on the installation and commissioning charges.
- (vii) AMC shall be only for the maintenance of stores (equipment and software only) therefore prospective bidders are advised to quote AMC charges accordingly and specifically. **It should not be quoted in**

terms of percentage of project as consumable, transportation, warranty; installations, training etc are not covered under AMC. **Price bids shall not be accepted if AMC charge quoted in percentage.**

- (viii) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.
- (ix) Indian vendor shall quote prices on F.O.R destination (sites of consignee) basis and Payment to Indian supplier shall be paid into Indian rupees only.
- (x) The Indian bidder supplying imported goods shall quote only in Indian Rupees if purchase order to be placed to them. It is the responsibility of Indian firm to pay custom duty etc. IMD shall not be responsible for custom clearance .Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract.
- (xi) Foreign bidders, for **imported goods** if supplied directly from abroad, prices shall be quoted on **FOB value basis** in any freely convertible currencies.
- (xii) Foreign bidder may quote in INR towards allied service in India to be taken by their local partner.
- (xiii) Statutory levies, taxes and duties etc., if any, chargeable on the goods are payable on actual basis as applicable.
- (xiv) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

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

9. Signing and Submission of Tender :

Tenderer shall upload their proposal on ONLINE through eprocure.gov.in as manual bids shall not be accepted. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer 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 tenderer, after uploading its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders.

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 tenderer.

11. Opening of Tenders :

The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the

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

12. SCRUTINY AND EVALUATION OF TENDERS:

(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 are liable to be treated as non – responsive and will be summarily ignored if followings are not provided along with technical bids.

- (i) Registration certificate of bidding firm with government body in their country. Credential/document not attached.
- (ii) Tender is unsigned.
- (iii) Checklist (annexure-I) not enclosed.
- (iv) 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.
- (v) Tender validity is shorter than the required period.
- (vi) Required EMD has not been provided unless exempted.
- (vii) Tenderer has not agreed to give the required performance security.
- (viii) Copy of agreement of bidding firm from India with its foreign principal with the precise relationship between them and nature of services which would be available from bidding firm in India. Copy of this agreement must be attached with the tender.

(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 find 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 tenderers.** Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer asking the tenderer to respond by a specified date. If the tenderer 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.

(3). **Financial evaluation:**

Thereafter, in the second stage, the Price Bids of technically qualified tenderers only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate landing cost. **Wherever, against a requirement, both indigenous as well as imported offers are received,** the offers for imported stores

will be evaluated on the basis of the total landed cost after loading the custom duty and other levies etc as may be applicable from time to time for taking purchase decision.

The ultimate/landing cost in respect of store is arrived at by considering following below elements including AMC, Warranty, and Extended Warranty cost and etc if any unless these are optional requirements.

Indigenous stores

1. Basic price
2. Excise duty (if applicable)
3. Goods & service tax (GST) & other applicable taxes
4. Insurance, freight and transportation of goods up to sites
5. Warranty, extended warranty and AMC etc

(A) Imported stores

1. Total Net FOB price in foreign currency of the project.
2. Ocean/Air Freight and Insurance charges (@10% of FOB price of shipment of stores coming through customs.
3. Custom Duty in India (if not exempted i.e there is no mention in technical requirement to provide custom exemption certificate by consignee). Custom Duty Custom duty are applicable on hardware, software, Equipments, instruments, consumables and other items etc coming through customs Clearance). Custom duties on services are not levied.
4. Landing clearing and Bank charges @1.0% of total net FOB price of the project.
5. plus actual Inland freight/insurance/transportation of goods up to the user sites quoted by bidder.
6. Goods service tax (GST) applicable in India.
7. Warranty, extended warranty and AMC etc

Conversion of currencies to Indian Rupees for Comparison of Tenders:

In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the BC selling rate of exchange of State Bank of India prevailing on **the date of opening of financial bids.**

13. Packing and Marking :

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc.

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

The purchaser's/consignee's reserve the right to inspect goods at factory site/supplier site before their dispatch if required and mentioned in technical requirement (RFP) section.

Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute

purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

Purchaser will not undertake any Pre dispatch inspection ,unless mentioned, for imported stores in the suppliers country of origin and equipment will be sent to the supplier on the basis of supplier own inspection at the premises and guarantee and warranty. The equipment will be accepted subject to final inspection and test on commissioning and before handing over the equipment to consignee.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

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 provision in the GCC **regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications”**, the provision contained in the RFP shall prevail and have an over-riding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.
3. **Alternative Tenders :**
Alternative Tenders are not permitted. However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
4. **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.
5. **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 tenderer or tenderers.
6. **Price preference:** Price preference shall be given to **Micro and Small Scale 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 tenderers shall have to attach valid registration certificate along with balance sheet indicating turnover etc for the previous financial year. 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 Tenderers:** Firms in given below category are eligible to participate in tender **subject to registration of the firm with government bodies as per act /rules in their country and also fulfil of other specific qualification criteria, terms and conditions mentioned in technical requirement section and tender enquiry document also.**
 - (i) Original Equipment Manufacturer (OEM).
 - (ii) Original Software Company (OSC), who developed the main application software.
 - (iii) Authorized Supplier from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The tenderer

- shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.
- (iv) Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockist having full back to back maintenance support agreement for hardware & software from OEM & OSC etc..
 - (v) Firm from India quoting on behalf of their foreign principal:
 - (a) Copy of agreement, with their foreign principal with the precise relationship between them, their mutual interest and nature of services which would be available from bidding firm from India, shall be submitted along with their tender. Whether foreign principal has agreed to provide technical support and spares after sale services. The type and nature of after sales services to be rendered by the Indian Agent
 - (b) **Firm quoting on behalf of their foreign principal shall be responsible for furnishing performance security for the entire project.**
 - (c) Either the firm in India on behalf of their foreign principal or the foreign principal directly bid in a tender **but not the both.**
 - (d) Price to be quoted in Indian currency towards portion of allied work and services which are to be undertaken in India (like installation & Commissioning of equipment).
 - (e) The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.
 - (f) Indian Supplier /Integrator /Distributors /stockiest for imported stores shall quote in INR only & no payment shall be made to their foreign principal.
 - (vi) Foreign firms registered in their countries may participate in tender. Proof of registration shall be attached with technical bid. They may associate their local partner in allied services in India by their local partner; however the foreign firms shall be responsible for their local partner work. Cost towards allied work by their local partner shall be quoted in INR only and shall be paid to local partner dually certified by foreign firms. **Performance Security shall be furnished by foreign supplier including indigenous components to be taken by their representative.**

8. Earnest Money Deposit (EMD) :

The tenderer shall furnish along with its tender, earnest money for an amount as shown in the tender notice. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.

The tenderers who are registered on Tender submission date with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi , shall be eligible for exemption from EMD. **Micro and small Enterprises** specified by Ministry of Micro , Small & Medium Enterprises (MoMSME) **are exempted from earnest money deposit (EMD). EMD also known as security deposit.**

The EMD shall be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per annexure-IV)) from any commercial bank doing government business. FDR may be issued in the favour of "DDO, O/O DGM, IMD, New Delhi". **Bank Guarantee issued from the foreign banks must be authenticated by STATE**

BANK OF INDIA or any other Nationalized Bank of India. Demand draft for EMD in INR submitted by foreign bidders shall not be accepted.

The clause “encashment /release of FDR/BG requires clearance certificate from Purchaser i:e DGM, IMD” must be mentioned in issued FDR/BG by Bank.

The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.

Refund of EMD: Unsuccessful tenderers’ earnest money will be returned to them **without any interest**, after expiry of the tender validity period. Successful tenderer’s earnest money will be returned without any interest, after receipt of performance security from the tenderer.

Forfeit of EMD: Earnest money of a Tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer’s earnest money will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.

Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser in exceptional cases.

9. Performance Security:

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.
2. The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
3. **There is no relaxation/exemption in submitting of performance security.**
4. The supplier, shall furnish performance security to the purchaser for an amount equal to Ten percent (10%) of the total value of the contract valid up to sixty (60) days beyond the warranty period.
5. **Performance Security shall be furnished by foreign supplier (participated directly in the tender) including indigenous components to be taken by their representative.**
6. **Performance Security has to be submitted irrespective of its registration with NSIC,MSME etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
7. It shall be in any one of the forms namely Fixed Deposit Receipt or Bank Guarantee drawn/issued issued by a 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. Foreign tenderer may submit in the form of Bank Guarantee. **Bank Guarantee issued from the foreign banks must be**

authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India.

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 AMC (if applicable) . The supplier shall submit pre receipt for obtaining back their security.

10. Terms of Delivery:

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract. Generally it is **F.O.R destination** (in case of domestic supply) and **F.O.B** in case of foreign supplier. Time for inland transportation in India by foreign supplier for Installation and commissioning etc of stores shall be taken from the date on which stores are handed over to supplier by IMD after custom clearance. Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for any thing (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.

11. Delivery schedule: As per section under RFP-List of Requirements.

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.

12. Force Majeure:

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

13. Warranty:

The warranty shall be **Onsite warranty**. All stores to be supplied should be free from all defects and faults in material workmanship and manufacture. They should be of the highest grade and consistent with the established and generally accepted standards for material of the type used and in full conformity with the specifications, drawings, or samples and shall, if operable, operate properly. **The Seller shall be bound to furnish a clear written warranty regarding the same**. The Seller will be required to replace them free of cost inclusive of all freight and handling charges. The supplier shall provide warranty certificate from the OEM for the goods along with date of manufacturing of stores/products.

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

Other condition under warranty clause of “List of requirements/ technical specifications” section shall also be applicable.

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

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.

The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct as penalty/liquidate damage from the contract price a sum equivalent to 0.5% (half percent) per week of delay or part thereof on delayed supply of goods and/or delayed services subject to a maximum of 10% of the contract price of delayed items.

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:

- (a) Delay in providing Entry permits/Road Permits (if required) to the supplier by the consignee.
- (b) 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.
- (c) Delay in providing No Objection Certificate (NOC) required from any other government agency/agencies.

- (d) Communication facility required for project to be provided to the supplier by the consignee if it is not the responsibility of supplier.
- (e) Any other reason for which supplier is not responsible.

2. ***(a) Penalty/Liquidated damages shall be calculated on the purchase/contract price including the element of Goods & service tax etc mentioned in the price bids.***

(b) Custom duty shall not be taken for the purpose of Penalty/LD calculations.

3. The supplier shall not be held responsible for any delay in custom clearance by purchaser, handing over proper site by consignee and any other delay in part of consignee/purchaser if responsible. These periods shall not be counted in LD. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. 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.**

15. Award Criteria and Tolerance Clause:

The purchase order /supply order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds. The purchaser reserves the right to increase or decrease the quantity of required goods upto plus minus fifteen percent (+ - 15%) till the placement of supply/purchase order or contract without any change in the terms & conditions and prices quoted by the tenderers.

16. 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.

17. Custom Duty

Custom clearance shall be done by IMD through its clearing agent if purchase order is placed to foreign supplier. IMD shall pay the custom duty on imported goods. Foreign supplier or its representative shall assist in the process and provide the entire required document for custom clearance of the goods.

IMD shall not have any custom responsibility in case of supply order placed to Indian supplier for imported stores.

18. Taxes and Duties in India:

(1) Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however,

provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the indenter /consignee concerned, to avoid payment of such local taxes or duties. The supplier shall pay the Octroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

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: -

(a) 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.

(b) On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.

(c) 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.

The supplier shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit.

(2) **Income Tax and service tax etc:**

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law in force. The bidders (foreign as well as Indian tenderers) 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 TAN. Firm may also mention the applicable rates of TDS as per DTAA with India. Copy of same may also be enclosed. Foreign vendor shall have to mention the details of establishment in India if any.

19. Terms and Mode of Payment

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

1. Cases where installation & Commissioning not to be done by bidder

(i) Domestic goods:

100 % payment shall be made to domestic supplier in Indian currency on receipt of entire goods/stores at sites and acceptance by consignee. No payment shall be made for partial delivery. The following documents shall be submitted:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee
- (iii) Copies of delivery challan identifying contents of each package.
- (iv) Inspection certificate by the nominated Inspection agency, if any.
- (v) Insurance Certificate
- (vi) Final Acceptance Report from consignee.

(ii) Imported Goods:

Ninety (90) % payment, against proof of despatch of goods/stores as per S.O, shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the foreign supplier and upon submission of following documents:

- (i) supplier's commercial invoice showing contract number, goods description, quantity, unit price and total amount
- (ii) Original on-board Bill of Lading/Air way billing
- (iii) Copies of packing list identifying contents of each package
- (iv) Manufacturer's/Supplier's warranty certificate
- (v) Inspection certificate issued by the nominated inspection agency, if applicable as per contract
- (vi) Manufacturer's own factory inspection report
- (vii) Certificate of origin
- (viii) Insurance certificate
- (ix) Port of Loading
- (x) Port of Discharge
- (xi) Expected date of arrival

Balance payment of 10 % of net FOB price of goods would be made against 'Final Acceptance Certificate' to be issued by the consignees.

2. OR Cases where installation & Commissioning to be done by supplier:

Seventy percent (70%) of **contract value of stores** after proof of despatch of complete foreign goods or receipt of goods at sites in case of domestic goods and balance 30% payment towards stores after their successful installation and acceptance at site.

- (i) 100% payments towards services like FAT, Training, SAT, Installation & commissioning charges etc if any after their executions and completions.
- (ii) Necessary documents must be submitted for the release of payments.

3. **Payment to the foreign supplier shall be made through IRREVOCABLE LC .LC shall be established for a specific period depending on delivery schedule only after receipt of unconditional acceptance of supply/purchase order and performance security from the supplier.LC extension charges shall be borne by the supplier in case of extension of delivery period requested by the supplier and request agreed by the purchaser.**
4. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
5. Bills/invoices must be submitted separately for stores and services.
6. 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.

20. 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.

21. Termination of tender by the Purchaser:

From the time of submission of tender to the time of awarding the contract, if a tenderer 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 tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, 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.

22. Arbitration clause:

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

24. The following special conditions shall be applicable in addition to above standard terms and conditions.

- i) The purchaser reserves the right to conclude one or more than one rate contract for the same item;
- ii) The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period is generally fifteen days;
- iii) The purchaser has the option to renegotiate the price with the lowest quoted bidder.
- iv) In case of emergency, the purchaser may purchase the same item through ad hoc contract with a new supplier;
- v) The purchaser and the authorized users of the rate contract are entitled to place online supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract,
- vi) The rate contract will be guided by “Fall Clause” (vide S.No. 22)

25.Period of Rate Contract: As per RFP.

26. Criteria for award of Rate Contract : As per RFP document.

27. Renewal of Rate Contracts: It should be ensured that new rate contracts are

made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, timely steps are to be taken to extend the existing rate contracts with same terms, conditions etc. for a suitable period, with the consent of the rate contract holders.

28. List of Deliverables:

The tenderer 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.N	Name of Item/Store	Quantity	Make and Model
(1)	(2)	(3)	(4)
Stores (H/w & software)			
Services			

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

CHECKLIST

S. N	Activity	Compliance Yes/ No/ NA	Page No. of your bid
1	Is Firm Registration certificate from Government bodies in their country attached with technical bid?		
	(i) Have you enclosed EMD (Bank Guarantee /FDR) of required amount?		
	(ii) Is the EMD 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?		
3.	Have you kept validity of your bid as per the TE document?		
4.	Have you enclosed Tender Terms & Conditions Acceptance Form duly filled and signed (i:e terms and conditions are acceptable) with original set of tender. Tenders may be ignored if not signed.		
5.	Have you enclosed clause-by-clause compliance statement for the "List of requirements/ technical specifications" section?		
6.	Have you submitted copy of the last purchase order(s) and end user certificate?		
7.	Is tender Submitted by an OEM?		
	Is tender Submitted by an integrator Agent/Dealer/Supplier/Distributor/ Stockist etc of OEM? whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		
8.	(i) Permanent Account No. of bidding firm with proof.		
	(ii) Is Goods & service tax(GST) number with registration certificate attached?		
9.	Name of the firm who quoted the price		
10.	Name of tender currency		
11.	Name of the supplier with complete address to whom supply order to be placed.		

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

Tender Terms & Conditions Acceptance Form

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

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

Ref: 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 tenderer

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

2. Acceptance shall be unconditional.

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(Format only)

Whereas

(hereinafter called the “tenderer”)

has submitted their offer dated.....

for the supply of

(hereinafter called the “tender”)

against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE

of having our registered office at

..... are bound unto

(hereinafter called the “Purchaser)

in the sum of

for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-a) If the tenderer 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 upto 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

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 Tenderer_____

Seal of the Tenderer_____

REQUEST FOR PROPOSAL DOCUMENT

**for Procurement of
Rainfall sensors with accessories
under Rate Contract**

September, 2017

IMPLEMENTING AGENCY:

**Ministry of Earth Sciences
Government of India
India Meteorological Department,
Director General of Meteorology
Central Purchase Unit**

Mausam Bhavan, Lodi Road, New Delhi-110 003.

Phone No. +91-011-43824467

Fax No. +91-011-24698148

Email ID: cpu.imd@imd.gov.in

1. INTRODUCTION :

India Meteorological Department owns and operates a network of 675 Automatic Weather Stations (AWS) across the country and a network of 1350 Automatic Rain Gauge Stations (ARG) is being established. For maintenance of AWS/ARG network, the following spares items are required to be purchased through IMD rate contract.

IMD desires to enter into rate contract for procurement of Rainfall sensors Tipping Bucket Rain Gauges (TBRG) with accessories. This RFP is an invitation to OEMs/Authorized representatives of OEMs to participate and submit competitive bid for supply of Rainfall sensors with accessories.

IMD may procure any number of Rainfall sensors (T.B.R.G.) in an year but a minimum procurement of 300 Rainfall sensors is guaranteed within an year.

The rate quoted by the supplier shall be valid for one year. Consignee may place multiple supply orders for procurement within an year, as and when required.

The supply orders will be placed by Central Purchase Unit, I.M.D., New Delhi.

2. Scope of Work :

- a) Supply of Rainfall sensors (TBRG) with accessories under rate contract to different Zonal Instrument Maintenance Centers (Z.I.M.Cs) and O/o Head, C.R.&S., Pune , as and when required during the year.
(List of Z.I.M.Cs. is given as **Annexure** to RFP document).
- b) Transportation of consignment containing items mentioned in list of deliverables to respective Z.I.M.C. and O/o Head, C.R. & S., Pune.
- c) To supply a soft copy of serial numbers of Rainfall (TBRG) sensors and accessories in MS Word/MS Excel format.
- d) **Comprehensive Warranty** for Rainfall sensors (TBRG) with accessories for a period of **two years** from the date of receipt of the material by the consignee.

3. Submission of Sample for Technical Evaluation:

It is **mandatory** to submit the Sample of at least one Rainfall Sensor with accessories of make and model quoted in response to this tender enquiry to Surface Instrument Division, Office of Head, Climate Research & Services, India Meteorological Department, Shivajinagar, Pune 411005, **within 15 days from the date of opening of the Technical Bid** for testing , calibration and acceptance.

The Samples submitted by the suppliers will be tested and calibrated against the standards maintained in the Surface Instrument Division, O/o Head, C. R. & S., I.M.D., Pune .

4. TECHNICAL SPECIFICATIONS of Rainfall Sensors with accessories:

I.	Tipping Bucket Rain Gauge	
	a) Orifice Size/ Collector diameter	200.0 mm or 159.6 mm or 203.1 mm or 203.4mm
	b) Collector Area	314 cm ² or 200 cm ² or 324cm ² or 325cm ²
	c) Reed Switch	Rugged Magnetic Proximity
	d) Resolution	0.5 mm
	e) Output	0.1 sec switch closure
	f) Rainfall capacity	Unlimited
	g) Accuracy (Maximum permissible percentage error in the measurement of rainfall)	±2% or better, for rain rate upto 25 mm/hr ±3% or better, for rain rate between 25 mm/hr to 50 mm/hr ±4% or better ,for rain rate between 50 mm/hr to 100 mm/hr ±5% or better ,for rain rate above 100 mm/hr
	h) Material of Outer body	For coastal salt air applications and other corrosive environments, the gauge should be offered with marine grade stainless steel housing or Fibreglass Reinforced Plastic or UV resistant ABS Plastic.
	i) Leveling	Suitable Leveling adjustment screws and circular spirit level must be provided on the base of TBRG for leveling the Tipping Bucket Mechanism.
II.	Mounting Accessories	Suitable Nuts and Bolts for installation
		1 ft X 1 ft square plate (Material : Galvanized iron or Zinc Passivated iron)
		2 ft Galvanized iron pole of suitable dimensions and sufficiently strong for TBRG installation.

Note:

- 1) The collector **must be** fitted with a circular rim made up of either gunmetal or marine grade stainless steel. The rim of the collector should have a **sharp edge** and should fall away vertically on the inside, and be steeply slanting on the outside.
- 2) The inside diameter of the collector rim must be within ±0.5mm of the specified value when measured from any four directions and mean of these four readings must be within ±**0.2mm** of the specified value.
- 3) The collector should be so designed to prevent rain from splashing in and out.
This can be achieved if the vertical wall is sufficiently deep and the slope of the funnel is sufficiently steep .

5. Comprehensive Warranty:

- a) The following Warranty will form part of the contract placed on the successful Bidder.
Except as otherwise provided in the invitation tender, the Seller hereby declares that the goods, stores articles sold/supplied to the Buyer under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.The supplier/OEM shall

provide **warranty of two years** from the date of test and acceptance of sensors with accessories by the consignee.

- b) If within warranty period components become defective, such sensors shall be brought to respective Z.I.M.C. by I.M.D. and same will be informed to the supplier. The supplier shall collect these components from respective ZIMC and repair the sensors **within thirty (30)** days from the date on which the faults are communicated by IMD without any additional cost to the purchaser. The supplier shall be responsible for to and fro shipping charges if defective components are required to be sent to OEM for repair.
- c) If fault rectification is not possible then faulty components shall be replaced with new components units by the supplier within thirty (30) days from the date on which the faults are communicated by IMD.
- d) If the faulty component is not repaired or replaced within thirty days as mentioned in clauses above then a penalty of **Rs. 500/-** will be imposed on the supplier **per day per faulty component** from the date on which fault was reported by IMD to the supplier.
- e) The performance security deposit will be retained by IMD till end of warranty period and returned to the supplier after deducting penalty charges, if any.
- f) The bidders shall **submit an undertaking** in the technical bid that repair and replacement of faulty components as mentioned above will be provided during two year warranty period.

6. Terms and Conditions :

- a) Validity of this rate contract will be only for one year. IMD will reserve the right to procure a single or more than one Rainfall sensor as per requirement.
- b) The bidders must explicitly mention make and model of component being offered in response to this tender enquiry. Bids with vague offers without mention of make and model of sensor being offered are liable to be rejected.
- c) IMD may procure any number of Rainfall sensors in an year, but minimum quantity of TBRGs to be procured by all ZIMCs and Head, CRS, Pune in one year will be 300 Nos. I.M.D. may place multiple supply orders for procurement within a year.
- d) IMD reserves the right to place order for individual component from any of the ZIMC on single unit basis or more as required by the ZIMC.

7. Delivery Schedule :

(a) Delivery of ordered Rainfall Sensors with accessories shall be done at respective Zonal Instruments Maintenance Center **or** (as per the order) at Stores Section, Office of Head, C.R.&S., India Meteorological Department, Pune through a single consignment **within 45 days** from the date of placement of supply order.

(For Indian supplier).

(b) Delivery of ordered Rainfall Sensors with accessories shall be done at respective Zonal Instruments Maintenance Center **or** (as per the order) at Stores Section, Office of Head, C. R. & S., India Meteorological Department, Pune through a single consignment **within 45 days** from the date of opening of Letter of Credit.

(For Foreign supplier).

8. Test and acceptance :

The Rainfall sensors will be tested at respective Z.I.M.Cs. or in O/o C.R. & S., I.M.D., Pune. The test and acceptance shall be conducted by officers nominated by the consignee. If any Rainfall sensor is found to be defective or in deviation to technical specifications mentioned in this document, the supplier shall replace it immediately with new unit.

9. Compliance/Non-Compliance:

The bidders shall submit a detailed item-wise compliance / non-compliance statement referring to para-wise requirements given in this tender document, for quick evaluation of the bid and for any future reference. The compliance statement shall be supported by original brochure(s) of the equipment from the manufacturer, if any. Technical specifications and other requirements contained in this document are essentially required by IMD. However, reasons for non-compliance, if any, for certain limited paras, or even sub-paras of the document may also be given by the bidder. If certain paras of the specifications are partially complied, these should be specifically addressed in the compliance statement giving full details of the deviations from the given specifications and their likely impact on the overall instrument performance. All non-compliance of specifications, even of small nature, should be clearly brought out. Silence on any part of the technical specification or failure/omission to provide any such details will be treated as non-compliance.

10. Bidder Qualification Criteria :

- a) The bidder must be OEM or authorized representative of the OEM. The authorized representative of OEM shall enclose "Manufacturer's authorization certificate" with the technical bid.
- b) During the last 4 years, the bidder must have sold at least 50 Nos. of Rainfall sensors. A certificate from at **least two** end users about satisfactory performance of the sensors shall be enclosed with the technical bid.

9. Documents to be submitted by the supplier :

A document containing make & model, serial number, date of manufacturing of Rainfall sensors. A soft copy in MS word/ MS Excel format shall also be provided.

10. List of deliverables:

S.N.	Name of deliverable item/store	Quantity	Make	Model	Unit Price (in Rs)		Total Price (in Rs)
					Base Price	Applicable taxes and duties	
1	Rainfall sensors (TBRG) with accessories	As per Order					
2	MS Word/MS Excel file containing Make, Model, serial number and date of manufacturing of sensors.	One item					
3	Transportation charges to respective ZIMC/IMD,Pune	One item					

Annexure -1

Tentative list of Z.I.M.C. (Zonal Instruments Maintenance Centers)

S. NO.	STATE	LOCATION
1	Andhra Pradesh	KALINGAPATNAM, ANANTPUR
2	Arunachal Pradesh	PASSIGHAT,
3	Assam	MOHANBARI, DHUBRI
4	Bihar	GAYA, PURNEA,
5	Chhattisgarh	JAGDALPUR
6	Goa	MORMUGAO
7	Gujarat/Daman and Diu	BHUJ, SURAT, RAJKOT
8	Haryana/Chandigarh	HISSAR
9	Himachal Pradesh	BHUNTER,SURENDARNAGAR, DHARAMSHALA
10	Jammu and Kashmir	JAMMU, SRINAGAR
11	Jharkhand	JAMSHEDPUR
12	Karnataka	MANGLORE, GULBARGA, HUBLI
13	Kerala / Lakshadweep	COCHI, KANNUR
14	Madhya Pradesh / Chhattisgarh	GUNA,CHHINDWARA,JABALPUR, INDORE
15	Maharashtra	SOLAPUR,NASHIK,RATNAGIRI, AURANGABAD, AKOLA
16	Manipur	IMPHAL
17	Meghalaya	CHEERAPUNJI, SHILLONG
18	Mizoram	AIZAWAL (AIRPORT)
19	Nagaland	DIMAPUR
20	Odisha	GOPALPUR, SAMBALPUR
21	Punjab	PATIALA, AMRITSAR
22	Rajasthan	JODHPUR,UDAIPUR,GANGANAGAR, KOTA
23	Sikkim	GANGTOK
24	Tamil Nadu & Puduchery	KANYAKUMARI,TRICHY,KARAIKAL, MADURAI
25	Tripura	AGARTALA
26	Uttar Pradesh	GORAKHPUR, VARANASI, MATURA, BAREILLY, BAHRAICH, SULTANPUR, JHANSI
27	Uttarakhand	TEHRI, PITHORAGARH
28	West Bengal/Andaman	JALPAIGURI, ASANSOL, DARJELLING
29	Telangana	RAMAGUNDAM, ADILABAD
31	NCT OF DELHI	MATHURA