



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/52/1017/9834

Dated: 31.10.2017

1. Director General of Meteorology (DGM), India Meteorological Department (IMD), Ministry of Earth Sciences (MoES), Government of India, on behalf of president of India invites **ONLINE e-TENDER** from qualified Indian bidders in two bid systems i.e. (i) Techno-commercial bid & (ii) Price bid from eligible and qualified firms for supply , installation & commissioning of following Goods/Articles/Services. **Manual bids shall not be accepted.**
2. Name of Goods/Article/Services: **Procurement of 25 User Port Licenses of Polycom RMX 2000 MCU.**
3. **Quantity & Specification** As per RFP section under tender enquiry document
4. **Tender schedule is as follows:**

1.	Cost of Tender Document.	Nil.
2.	PRE BID Conference (A) Date & Time (B) Venue	10.11.2017 / 1100 Hrs ISS Division, IMD, Lodi Road, New Delhi-110003.
3.	Closing date and time for submission of tender	02.12.2017 / 1800 Hrs
4.	Tender Opening date & time (Technical Bid)	04.12.2017 /1200 Hrs
5.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. Earnest Money Deposit (EMD): Rs.70,000/- (Rupees Seventy Thousand only). EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). **Signed and scanned copy of EMD document and any other certificate must be uploaded on CPP portal at <https://eprocure.gov.in> Original EMD in the form of BG/FDR and any other certificate for exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before opening of bids. EMD shall be valid for 240 days from the date of opening of tender.**

6. (a) Micro and small Enterprises registered as OEM **for stores and services** specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the **earnest money deposit (EMD)**.
(b) Firms other than SSI registered as OEM **for stores and services** NSIC, are also exempted for submitting EMD.
(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.
(d) **The Indian partner/agent can upload single tender on behalf of their OEM, but the EMD must be submitted by the OEM in the respective foreign currency.**
7. All prospective tenderers are requested to attend the Pre Bid meeting if mentioned above. The venue, date and time are indicated in the Para 4 above.
8. The bidder shall download the **Tender Enquiry Document** from <https://eprocure.gov.in/eprocure/app> **Bidder shall be** uploaded their tender ONLINE through <https://eprocure.gov.in/eprocure/app> along with scanned copies of EMD as mentioned in Para 5 above. **Manual bids are not accepted.**
9. Demand Draft for tender document cost may be issued in the favour of “**DDO, O/o Director General of Meteorology, IMD, New Delhi**” and payable at New Delhi.
10. Purchaser: The President of India
Through Director General of Meteorology
India Meteorological Department
Lodi Road, New Delhi-110003
11. Consignee: Head (ISSD)
India Meteorological Department
Lodi Road, New Delhi-110003
12. Testing & Acceptance Authority : Head (ISSD)
Lodi Road, New Delhi-110003

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



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

Tender Enquiry No.CPU/52/1017/9834

Dated: 31.10.2017

SECTION – I

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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

1. Introduction :

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

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

2. Language of Tender:

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

3. Eligible Goods and Services:

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 Expense

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

5. PRE-BID CONFERENCE:

Pre-bid conference shall be held as per NIT schedule 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. **Pre-Bid minutes shall be uploaded on e_procurement portal (eprocure.gov.in/eprocure).**

6. Regular visit of website:

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

7. Amendments to TE documents:

At any time, prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendment will be uploaded on IMD 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 eprocure.gov.in/CPP 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 are to be furnished by the tenderer along with their **Technical Bid**. Bidder shall upload following documents on CPP PORTAL <https://eprocure.gov.in/eprocure/app>

- (i) Registration certificate of bidding firm with government body in their country. Credential/document shall be attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Scanned copy Earnest Money Deposit (**EMD**) **in the form of FDR/BG**. Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of tender.
- (iv) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (v) Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.
- (vi) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i:e tenderer has agreed to all the terms & condition of tender enquiry document).

- (vii) Authorization letter from principal authorizing Indian representative **to only submit /deposit the tender document** on behalf of foreign principal. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to considered for technical evaluation.
- (viii) Technical Bid.
List of deliverables (un-priced/without price) with make & model etc. **This should be exactly same as attached in price bid.**

Note*

Indian firm (Supplier /Integrator /Distributors/ Distributors /Stockist etc) for imported stores shall quote in INR only. No foreign exchange shall be released by IMD and also no payment shall be made to their foreign principal.

(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 (Annexure- IV).
- (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, VAT , service tax etc** against the requirement.
- (v) Wherever, the Purchaser's invitation to tender calls for installation and commissioning or supervision of installation and commissioning of the instrument/equipment by the tenderer, the tenderer must clearly and separately quote the prices for the supply of the stores and the charges and the terms for installation and commissioning or supervision of installation and commissioning as the case may be. The charges towards installation and commissioning should not be included in the price of the stores.
- (vi) **The Supplier shall bear all the 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.
- (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) Indian Supplier /Integrator /Distributors /Stockiest shall quote in INR only for imported stores.
- (xiv) Statutory levies, taxes and duties etc., if any, chargeable on the goods are payable on actual basis as applicable.
- (xv) 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 uploading of Tender :

Tenderer shall upload their proposal ONLINE through CPP Portal at <https://eprocure.gov.in/eprocure/app> 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 :

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 online tender at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. 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. Thereafter, in the second stage, the Price Bids of technically qualified tenderers only shall be opened online for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

12. SCRUTINY AND EVALUATION OF TENDERS:

(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 online 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. **As per prevailing taxes imposed by Govt. of India**
4. Insurance, freight and transportation of goods up to sites

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 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 as OEM. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.

7. Eligibility & Qualification criterion for 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) India Supplier /Integrator /Distributors /stockiest etc 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 as OEM 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 excluding AMC if any, 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. The AMC service provider shall furnish performance security to the purchaser for an amount equal to five per cent (5%) of the total value of the AMC Value, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider.
7. **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
8. 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.**

9. 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. Annual Maintenance Contract:

The Purchaser/Consignee reserves the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period. AMC shall be only for the maintenance of stores (equipment and software only). Prospective bidders are advised to quote accordingly and specifically. **It should not be quoted in terms of percentage of project** as consumable, transportation, warranty; installations, training etc are not covered. **The cost components towards AMC are to mentioned and added in bid by tenderers for its evaluation on overall basis to decide the ranking of tender.** Generally, payment for maintenance contract is made on quarterly basis unless it is specified in technical section.. The supplier shall enter into agreement with consignee if required.

15. 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. L/D shall not be imposed under force majeure conditions.

Once the maximum is reached purchaser may also consider followings:

- (i) Forfeiture of its performance security and
- (ii) Termination of the contract for default.

Note*

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

- (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 (N O C) 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 sales tax, excise duty, 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.

16. 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.

17. 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.

18. 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.

19. Taxes and Duties in India:

(a) **Duty and Local Taxes:**

As per prevailing taxes imposed by Govt. of India.

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 indentor /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 indentor /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 indentor /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 Indentor/consignee.

(b) On receipt of the above request from the supplier, the indentor/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.

(1) **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.

20. Terms and Mode of Payment - As per RFP.

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. Payment towards Annual Maintenance Contract Charges:

Payment shall be made as per “RFP-List of requirements/ technical specifications” section. The consignee will enter into AMC if required for selective items with the supplier at the rates as stipulated in the contract after warranty period .The payment of AMC will be made after satisfactory completion of said period and duly certified by the consignee. The

consignee shall deal this issue separately and directly. The supplier shall deal AMC agreement and payment etc directly with the consignee.

2. 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.
3. Bills/invoices must be submitted separately for stores and services.
4. The bidder shall submit particulars of his bank account required for making payments.
(a) Account Number (b) Bank Name (c) Branch Name (d) Address
(e) IFS code (f) MICR No. (g) Telephone No.(h) SWIFT code etc.

21. 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.

22. Termination of tender/contract 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.

23. 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. 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?		
	(iv) EMD shall be valid for 240 days.		
3.	Have you kept validity of your bid as per the TE document?		
4.	Have you enclosed <u>Tender Terms & Conditions Acceptance Form</u> duly filled and signed (i:e terms and conditions are acceptable) with original set of tender. Tenders may be ignored if not signed.		
5.	Have you enclosed clause-by-clause <u>compliance statement</u> 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 sales & service tax 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

PRICE SCHEDULE (Financial Bid format)

S. N	Name of Item/Store	Quantity	Make & Model	Base price	Applicable taxes & duties	Unit Price 5+6	Total price (3x7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Store Components (hardware & Software etc.)							
Services components							

Total Tender price in figure:

And in words:

Note/instruction:

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

Signature of Tenderer_____

Seal of the Tenderer_____

REQUEST FOR PROPOSAL (RFP) DOCUMENT

FOR

25 User licenses of Polycom RMX2000 MCU

Video Conferencing Facility

at

NWFC, Mausam Bhawan, New Delhi

September 2017

1. Introduction

India Meteorological Department (IMD) is the nodal agency of the Government of India, Ministry of Earth Sciences for collection of meteorological data, its utilization in operational forecasting and all weather related services in the country.

IMD has video conferencing (VC) equipment of Polycom make (HDX 8006) at 9 locations and a Multi conferencing unit (RMX 2000 MCU with 25 licenses) of M/s Polycom installed at IMD Head quarters, Delhi for doing multi conferencing.

Training is now conducted through VC at multiple locations by Meteorological Training Institute (MTI) Pune & ICITC New Delhi. Procurement for additional 23 VC terminals for MCs/AMOs/RMC is under process. Now IMD intends to procure 25 more user port licenses from Polycom for the existing RMX 2000 MCU.

2. Scope of work

- i. Supply of 25 user port licenses for Polycom RMX 2000 MCU with one year warranty support.
- ii. Installation and commissioning of user port licenses in the existing Polycom RMX 2000 MCU.
- iii. The bidder may provide separately the cost of Comprehensive Annual Maintenance Contract (CAMC) after the end of the regular warranty. It will also be used to calculate the L1 along with cost of 25 user port licenses.
- iv. The CAMC support may be extended for subsequent years on year to year or part thereof basis on same terms and conditions after satisfactory service report from the user.
- v. Bidder has to guarantee minimum 98% uptime and should be ready to execute service level agreement for the same.

3. Terms and conditions

- i. The Bidder should be the authorized representative/ dealer/ distributor of the OEM (In present case 'POLYCOM'). The proof in support of the same must be enclosed along with the technical bid.
- ii. Bidder should have direct support center in Delhi (NCR).
- iii. Bidders must have the experience of successful completion of at least two Video Conferencing projects each with minimum of 5 locations, of latest technology or of similar type in government organizations/Public Sector Undertaking comprising supply, installation, commissioning and maintenance of Video Conferencing facility in last three years. Relevant document supporting the experience claim must be submitted.
- iv. The successful bidder shall be responsible for any upgrade or update requirement for seamless functioning of these 25 user ports with the rest of 25 user ports already functioning in existing Polycom RMX 2000 MCU.
- v. The nodal officer from Facility Management Cell (FMC) at NWFC and O/o the Dy. DGM (ISSD) shall be informed in advance of the preventive

maintenance/upgrade/update. The preventive maintenance/upgrade/update shall be carried out in presence of nodal officer.

- vi. Reports of maintenance visits should be submitted to the nodal officer from FMC at NWFC, Mausam Bhawan, New Delhi.
- vii. All the terms and conditions of the warranty period shall also be applicable to CAMC period.

4. Penalty Clause:

- i. If there is failure of video conferencing system for less than or equal to 24 hours due to failure of supplied hardware/ software/ interconnecting cables etc during the Warranty/CAMC no penalty will be charged.
- ii. If the failure duration extends beyond 24 hrs upto 15 days during the Warranty/CAMC period then the penalty will be charged cumulatively at the rate of 0.275% of the cost of the 25 user licenses/CAMC @ per annum for every 24 hrs.
- iii. After 15 days the customer is free to get the defective video conferencing system repaired from any alternate source and the cost of its repair will be recovered from the bidder.
- iv. The Customer may also terminate the contract/work order if the bidder is unable to service/repair the system within 15 days from the booking of fault with the bidder.
- v. For the purpose of implementation of the penalty clause, the time period for failure will be counted from the time of reporting of fault during working hours (all the seven days of week from 10 AM to 6 PM) and it will be counted from the next working day if the fault reporting is beyond office hours / gazetted holiday.

5. Comprehensive Warranty

The bidder shall provide standard comprehensive warranty of one year after installation and commissioning of the 25 user ports in the existing Polycom RMX 2000 MCU. The bidder shall warrant all the components of the systems to be free from defects in material and workmanship during the warranty period of one year from the date of completion of Site Acceptance Test.

6. Payment

The 100% payment will be made only after successful installation and commissioning of the 25 user port licenses in the existing Polycom RMX 2000 MCU and Site Acceptance Test. The payment of CAMC will be on quarterly basis after the completion of the quarter.

(Soma Sen Roy, Sc. E)
Chairman

(Kuldeep Srivastava, Sc. D)
Member

(A J S Sabharwal, Met. B)
Member Secretary