



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/52/1117/9835

Dated: 14.11.2017

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** in two bid systems from qualified bidders i.e. (i) Techno-commercial bid & (ii) Price bid from eligible and qualified firms for following Services. **Manual bids shall not be accepted.**
2. Name of Goods/Article/Services: **Comprehensive Annual Maintenance Contract of Online Briefing Systems (OLBS) installed at Aerodrome Meteorological Office at Palam & Chennai.**
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	24.11.2017 / 1100 Hrs ISS Division, IMD, Lodi Road, New Delhi-110003.
3.	Closing date and time for submission of tender	14.12.2017 / 1130 Hrs
4.	Tender Opening date & time (Technical Bid)	15.12.2017 /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.56,000/- (Rupees Fifty Six 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 and Demand Draft for tender document cost (non-refundable) 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



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Mausam Bhawan, Lodi Road
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**SECTION – I
GENERAL INSTRUCTIONS TO BIDDERS (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 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 Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of tenders.

Bidders shall have to agree/accept all the terms and conditions of tender 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 Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder 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 Bidder 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 (<http://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 <http://eprocure.gov.in/eprocure> 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 Bidders 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 Bidder shall comprise the followings:

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

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

- (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) Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of tender.
- (iv) 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.
- (v) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (vi) ***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.***

- (vii) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i.e Bidder has agreed to all the terms & condition of tender enquiry document).
- (viii) 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.

(ix) **Technical Bid:**

Un-priced/without price bid with make & model etc. should also be given as mentioned in Annexure-IV.

- (x) All pages of the Technical bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.

Note*

Indian firm (Firm /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 for CAMC of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- (iv) **The Bidder 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.
- (v) 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.
- (vi) Foreign bidder may quote in INR towards allied service in India to be taken by their local partner.
- (vii) 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 :

The Bidders shall upload their proposal ONLINE only through CPP portal <https://eprocure.gov.in> as manual bids are not accepted.

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 Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder.

11. Opening of Tenders :

The purchaser will open the tenders **online** 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 Bidders, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding Bidders. 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 Bidders 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 **on each page.**
- (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) Bidder 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 Bidders.** Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidder asking the Bidder to respond by a specified date. If the Bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

(3).Financial evaluation:

Thereafter, in the second stage, the Price Bids of technically qualified Bidders 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.

Conversion of currencies to Indian Rupees for Comparison of Tenders:

In case the TE document permits the Bidders to quote their prices in different currencies, all such quoted prices of the responsive Bidders 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.**

**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 Bidders 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 Bidder or Bidders.

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

7. Eligibility & Qualification criterion for Bidders:

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 Firm from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The Bidder shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.
- (iv) Integrators/ Authorized dealer/ Firm/ subsidiary/ Distributors/ Stockiest 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) 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.
- (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 Firm including indigenous components to be taken by their representative.**

8. Earnest Money Deposit (EMD) :

The Bidder 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 Bidder's unwarranted conduct.

The Bidders 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-III) 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 Bidders' earnest money will be returned to them **without any interest**, after expiry of the tender validity period. Successful Bidder's earnest money will be returned without any interest, after receipt of performance security from the Bidder.

Forfeit of EMD: Earnest money of a Bidder will be forfeited, if the Bidder 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 Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if Firm 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 Firm 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 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 Firm/service provider.

5. **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any Firm/service provider. Submission of Performance Security is must for all Firms/service providers.**
6. 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 Firm 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 Bidder 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.**
7. The purchaser will release the Performance Security without any interest to the Firm/ service provider on completion of the Firm's all contractual obligations including the warranty obligations & after receipt of performance security for AMC (if applicable) . The Firm shall submit pre receipt for obtaining back their security.

10. Force Majeure:

Force Majeure means an event beyond the control of the Firm and not involving the Firm'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 Firm to perform its obligation under its contract due to event of a Force Majeure, the Firm shall not be held responsible for such delays/failures. **If a Force Majeure situation arises, the Firm 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 Firm 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 Firm on similar lines as above for further necessary action.

11. Payment Terms:

1. The bill towards payment of CAMC charges shall be raised by the Firm/service provider quarterly. Payment shall be released on quarterly basis after deducting penalty amount, if applicable and TDS etc. on the submission of certificate of satisfactory services during the period by ISSD, O/o Director General of Meteorology based on reports from stations.
2. 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 Firm shall deal AMC agreement and payment etc directly with the consignee.
3. The Firm shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

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.
5. Tax deducted at source (TDS) shall be done before making payment to the Firms as per existing law in force. The bidders (foreign as well as Indian Bidders) may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and 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.

12. Award Criteria:

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.

13. Modification of contract

If necessary, the purchaser may, by a written order given to the Firm 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 Firm doesn't agree to the adjustment made by the purchaser, the Firm shall convey its views to the purchaser within fifteen (15) days from the date of the Firm's receipt of the purchaser's amendment / modification of the contract.

14. 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.

15. Termination of tender/contract by the Purchaser:

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

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

The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the Firm, terminate the contract in whole or in part, if the Firm 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 Firm shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the Firm becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Firm without any compensation, whatsoever, to the Firm, 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.

16. Arbitration clause:

If dispute or difference of any kind shall arise between the purchaser and the Firm 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 Firm 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 Firms 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.

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/Firm/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 Firm 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 Bidder)

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

Ref: TE document No. CPU/_____ dated _____

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

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

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

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period.

I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

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

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

(Signature with date and seal of the company)

(Name and designation)

Duly authorised to sign tender for and on behalf of Bidder

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

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(Format only)

Whereas

(hereinafter called the “Bidder”)

has submitted their offer dated.....

for the supply of

(hereinafter called the “tender”)

against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE

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

WE undertake to pay the “Director General of Meteorology, India Meteorological Department”, up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force 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.No.	Name of Item for CAMC	Make & Model	Quantity for both stations	CAMC Cost (Item wise)	Total Cost (Excluding GST) (4x5)
(1)	(2)	(3)	(4)	(5)	(6)

(a) **Total cost excluding GST :-**

(b) **Rate of GST:-**

(c) **GST amount:-**

(d) Total cost (a+c) in Figure:-

(e) 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. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
4. Rate of applicable tax must be mentioned in Price Bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
5. Costing for CAMC of each and every item which is offered in technical bid shall be done with all breakups.
6. Price Bid (in pdf format excluding note/instruction) shall be uploaded on CPP Portal <http://eprocure.gov.in>

Signature of Bidder_____

Seal of the Bidder_____

IMD's Request For Proposal (RFP)

for

**Comprehensive Annual Maintenance Contract (CAMC) of
Web based
Aviation Online Meteorological Briefing System (OLBS)**

at

**Aerodrome Meteorological Offices Palam (Delhi)
and AMO at Chennai**

Section-I

Brief of the OLBS

India Meteorological Department (IMD) Meteorological procured Automated Pre-Flight Information Systems for Briefing, Consultation, Flight Planning and Flight Documentation hereafter referred as “On Line Briefing System” (OLBS) **from M/s Netsys International, Pretoria, South Africa** and installed at **AMO Palam (Delhi) and AMO Chennai** for providing online meteorological services to the aviation community operating at all the Indian airports for national and international services.

Meteorological services provided to the Airlines operators briefly comprises as given below:

- Weather forecast of upper wind and temperature at various levels.
- Significant weather charts of medium (100-250 Flight Level) and higher levels (25-630 FL) generated by IMD and WAFC for domestic and international flights.
- Aerodrome warnings.
- SIGMETs.
- Current weather data (METAR and SPECI) of all national and international airports in coded and plain language form.
- Local and area forecasts for an airport and 100 Nautical Miles around.
- Terminal Aerodrome Forecasts (TAF) of all national and international airports in individually as well as in composite (bulletin) form to cover areas of interest such as east bound flights, west bound flights etc in a single bulletin or a number of bulletins if warranted.
- ROFOR for non-scheduled flights.
- Satellite images, Doppler Weather Radar products and regional weather inferences
- Static pages indicating the climatological information of the airports, Organisation details of IMD, contact details the Met offices in the Flight Information Regions (FIR) concerned etc.
- Generation of reports for the login and access details of the users on daily, weekly and monthly basis and also on query at any point of time to prepare the summary.
- The OLBS received data from World area forecast Centre (WAFC) London/ WAFC Washington by secured SADIS FTP receiver every 6 hourly in GRIB2/BUFR data format and it decode and generate the product for aviation i.e. wind –temp chart, sig weather chart etc for all level and places.
- The system is also having capability to submit WMO /ICAO met message by remotely log in through internet.

The meteorological data for generating above products are to be fetched by OLBS from World area forecast Centre (WAFC) London, WAFC Washington and India through Automatic Message Switching System (AMSS) through secured FTP.

Section-II

1. Scope of the Work under the Comprehensive maintenance contract

The comprehensive maintenance contract shall include the hardware and software maintenance of entire OLBS at AMO Palam (Delhi) and AMO Chennai with the replacement of all defective parts/devices/software and updates/upgrades etc of application software as per latest ICAO guidelines during the period of contract. A set of hardware and software at each station is given in **Annexure-I**. The entire contract will be comprehensive in nature. The bidder shall provide 24x7x365 days support.

Scopes of work during contract period are defined hereunder:

1. Bidder shall provide onsite maintenance whenever problem reported to the bidder. All services will be provided by the bidder at both the locations i.e. at AMO Palam (Delhi) and AMO Chennai.
2. Maintenance of hardware parts or sub-parts of entire OLBS like **servers, Routers, Switches, UPS, printers, cables** etc.
3. Maintenance of Operating systems and applications software of OLBSs.
4. The bidder is also required to provide renewal/ updates of Licenses for Operating systems and application software free of cost during the contract period.
5. Updates, upgrades etc of application software as per latest ICAO guidelines during the period of contract.
6. Monthly Backup of applications software of each server of OLBS at both the sites.
7. Restoration of each system server from Backup media as and when required.
8. The defective parts of any systems/subsystem under contract are to be replaced by either new parts of reputed brand or equivalent in performance & capacity.
9. In case of repair of defective parts at manufacturing service center required export/import of the part(s), the transportation cost, freight cost including custom duty etc. shall be borne by bidder providing annual maintenance. It is the responsibility of bidder to obtain required clearance from appropriate authority. During the period of repair of defective part, a standby system have to provided by the bidder at free of cost.
10. The contract will be comprehensive in nature and will cover the maintenance of all the hardware, operating systems, software installed and required configuration on computers, updates, upgrades etc of application software as per latest ICAO guidelines during the period of contract, routers, switches etc. except consumables.
11. This contract specifically excludes damages caused due to fire, theft, riots, accidents, natural hazards and high electrical voltage supply.
12. IMD will give access to the bidder for maintenance/ servicing/ updates/ upgrades of the OLBSs at both the locations. However, access should be kept secured by the bidder.

13. The bidder should provide the online web based helpdesk to report the fault/problem. Log of the incidents of fault/problem reported, attended, rectified with time should be maintained in the help desk portal and made available to IMD. Any onsite maintenance, preventive maintenance etc done should be properly recorded in a Fault Logbook available at site with countersigned by authorized IMD official.
14. The bidder is required to provide complete details of its engineers along with their name and mobile numbers for contact after award of the contract.
15. The bidder must have a service base in Delhi / NCR with required and enough spares. The bidder should always be in a position to replace defective parts of all PCs, Servers, Printers, Routers, switches and other communications devices used in systems without any delay.
16. The bidder shall provide spare parts, assemblies and sub-assemblies, which develop defects or breakdown during the period of AMC. All spare parts replaced shall be from original equipment manufacturer /supplier of same model or higher version.
17. Any engineer/person of the bidder will neither open any system nor replace any spare parts without prior permission of IMD Officials otherwise the bidder will be responsible for the same and IMD may take necessary action accordingly.
18. The bidder shall get the maintenance of the system, including the cleaning thereof done by his maintenance staff solely at his own risk. The department shall not, in any way, be liable to make any payment, incur any expenditure or face any law suit in any court of law for any injury or death suffered by the bidder's maintenance staff during the course of maintenance under the AMC.
19. The bidder shall be required to hand over all the equipments in working condition at the time of termination of the Contract, other-wise the equipment, found faulty, shall be rectified from any external agencies and whole replacement/repair cost will be borne by the bidder only and shall be deducted from his performance security amount.
20. The maintenance has to be done at the highest workmanship with almost no down time to keep the system in a trouble free operational condition.
21. Each problem in system should be rectified in totality. Same problem in a system should not occur again and again.
22. No system should remain down on the basis that the part equivalent to defective part is not available. The bidder has to install/replace the latest suitable parts in the system so that the operational work should not be hampered.
23. Bidder shall always associate IMD officers in resolving the hardware/software issue and provide detailed write-up about how the problem was resolved.
24. The bidder shall do preventive maintenance quarterly.
25. Bidder shall carryout periodically all the available and necessary updates of the OLBS software during the CAMC period at no extra cost other than CAMC cost.
26. To facilitate the customer contact, the Customer shall assign a suitable individual, within his organisation, to liaise with NetSys on fault determination and resolution on the following basis:
 - Critical named person available any time
 - Urgent named person available during the working day
 - Minor contact name.

27. Response time to attend the complaint:

The Customer shall assign a priority to the problem:

- **Critical** The fault is so serious that the Site is prevented from fulfilling a major function.
 - **Urgent** The fault leads to incorrect output and causes aggravation due to the need to adapt procedures to provide a temporary work around. It may affect the standby system.
 - **Minor** The fault is a nuisance, but has no immediate impact on operational activity or production.
- (i) The engineer must respond the fault within 2 hours of fault booking time.
- (ii) Critical faults should be rectified within 4 hours after fault booking.
- (iii) Urgent faults should be rectified within 12 hours after fault booking.
- (iv) Minor faults should be rectified within 48 hours after fault booking.
- (v) In case any machine or part of machine is to be sent to bidder's maintenance centre due to hardware failure, the replacement of the same must be in place to run the system with minimum interruption period. The defective machine/ part must be repaired/ replaced within two days.
- (vi) If, there is, any type of problem in a system which could not be rectified within prescribed period depending upon the nature/ category of fault, the clear reason, solution & time for the rectification of the problem should be mentioned by the bidder engineer on the call report.
- (vii) A helpdesk/ web based proper fault reporting/ rectification system should be created by the bidder for efficient monitoring of the status of the system.

2. Eligibility criteria:

1. The bidder must have back to back support arrangement with OEM (M/s Netsys International, Pretoria, South Africa) for OLBS software maintenance, licence renewal, updates etc. Certificate for Back-to Back support for the same must be attached with the technical bid.
2. The bidder should have experience in Local Area Network (LAN) maintenance or Wide Area Network (WAN) maintenance or integration and installation of computer H/W and S/W. The necessary documents must be attached with technical bid.

3. Penalty Clause:

If any system remained down for more than stipulated period based on category defined under Para 27 of Section-II above, then penalty shall be deducted at the rate of 0.275% per day of the proportionate cost of the AMC price of those system/subsystems which has affected the operational work till the rectification of fault.

4. Contract Validity:

Comprehensive maintenance contract shall be awarded to lowest technically qualified bidder for the period of one (1) year from the date of award of contract which shall be extendable/ renewable for another four (4) years on same terms and conditions. The contract renewal/ extension shall be done on yearly basis based on performance of previous year. Bidder shall have also to submit fresh performance security for the extended period at the time of renewal of contract. Contract will be effective after signing of the contract. However, contract can be terminated at any time by giving three months notice without mentioning any reason.

**A Set of Hardware and Software of OLBSs at each Station (AMO
Palam, Delhi and AMO Chennai)**

OLBS Hardware			
S/N	Item	Quantity	Hardware Details
1	Server	2(Two)	Processor: Dell Power Edge T110 II server comprising Intel Xeon Processor E3-1220, 3.10 GHz, 8Mb Cache. Memory : 8 GB RAM Hard Drive Disk : 2X500 GB 7.2K rpm SATA II HDD Network Card : 2 GIGABIT NIC PORT Monitor : Dell 19" Monitor Keyboard / Mouse : USB optical Mouse & keyboard DVD Writer : 16x SATA DVD=+/-,RW Drive,
2	Router CISCO	1 (One)	CISCO 2901/K9 with (1) CISCO EHWIC-4ESG 4 port 10/100/1000 Ethernet (2) CISCO HWIC-4T 4 port Serial High speed WAN interface, [2 onboard digital signal processor, One onboard ISM slot, 256 MB CF default, 512 DRAM default, IP Base]
3	Switch	2 (Two)	24 port 2 layer Switch – D link DGS-1024D with CAT5 cable & RJ45 connectors
4	UPS (1 KVA)	2 (Two)	APC SUA 1000UXI with 2X42 Ah Battery
5	Laser printer (mono)	2 (Two)	HP 2055Dn
OLBS Software			
6	System software(OS)	2 (Two)	64 bit CENT OS 6.2
7	OLBS Application Software	2 (Two)	nsWEBPIB 2.2 (Comprised of releases nswebpibgui-2-3-0 and server-1-54-0)

Sh. Shiv Ganesh, Sc.-E
(Chairman)

Sh. N. Nigam, Sc.-F
(Member)

Sh. K.V. Singh, Sc.-E
(Member)

Sh. Kuldeep Srivastava, Sc.-D
(Member)

Sh. N.K. Lakra, Met.-A
(Member Secretary)