



भारतीय उष्णदेशीय मौसम विज्ञान संस्थान
(पृथ्वी विज्ञान मंत्रालय, भारत सरकार का एक स्वायत्त संस्थान)
डॉ. होमी भाभा मार्ग पाषाण, पुणे- ४११ ००८

INDIAN INSTITUTE OF TROPICAL METEOROLOGY
(An Autonomous Institute of the Ministry of Earth Sciences, Govt. of India)
Dr. Homi Bhabha Road, Pashan, Pune - 411 008. India



सा.प्र./GA/142/02/2021/

17 जून, 2021

सेवा में/To,

विषय : ब्रांडेड डिब्बाबंद 20 लीटर पेयजल जार की आपूर्ति |
Sub : Supply of Branded Packaged 20 Litre Drinking Water Jars.

प्रिय महोदय / Dear Sir,

यह संस्थान उपर्युक्त विषयानुसार सामग्री की खरीद करना चाहता है। इसलिए, इच्छुक बोलीदाताओं से अनुरोध है कि अपनी तकनीकी तथा कीमत बोली निम्नलिखित निर्देशानुसार प्रस्तुत करें :

This Institute wishes to procure goods as per subject cited above. Therefore, interested bidders are requested to submit their Technical and Price bids as per the instructions given below :-

बोली प्रस्तुत करने की अंतिम तिथि **9 जुलाई 2021** को **1500 बजे** तक है।
The last date of submission of bids is **9th July, 2021 up to 1500 hrs.**
तकनीकी बोली उसी दिन **1530 बजे** ऑनलाइन पद्धति द्वारा खोली जाएगी।
Technical Bids will be opened on the same day at **1530 hrs.** by online mode only.

आपूर्ति की संभाव्यता, कार्य, तकनीकी विशिष्टीकरण, विनियम एवं शर्तों की विस्तृत जानकारी के लिए <https://moes.euniwizarde.com> पर उपलब्ध निविदा सं. IITM/GA/142/02/2021 का संदर्भ लें। संभावित बोलीदाताओं की व्यापक जानकारी एवं सूचना हेतु निविदा दस्तावेज इस संस्थान की वेबसाइट <http://www.tropmet.res.in/tenders> के साथ <https://eprocure.gov.in/cppp> पर भी उपलब्ध हैं।

For more details of requirement, scope of the supply / work, technical specification, terms & condition; may please refer Tender No. IITM/GA/142/02/2021 available on <https://moes.euniwizarde.com>. Tender document are also available on this Institute's website <http://www.tropmet.res.in/tenders> as well as <https://eprocure.gov.in/cppp> for wide publicity and information of the prospective bidders.

बोलीदाता जो उपर्युक्त निविदा में भाग लेना चाहते हैं, उन्हें वेब पोर्टल <https://moes.euniwizarde.com> पर उपलब्ध सूचना के अनुसार पंजीकृत करना होगा।

Bidders willing to participate for the above tender, has to get registered themselves on web portal <https://moes.euniwizarde.com> as per the instruction available at there.

धन्यवाद/Thanking you,

भवदीय/Yours faithfully,

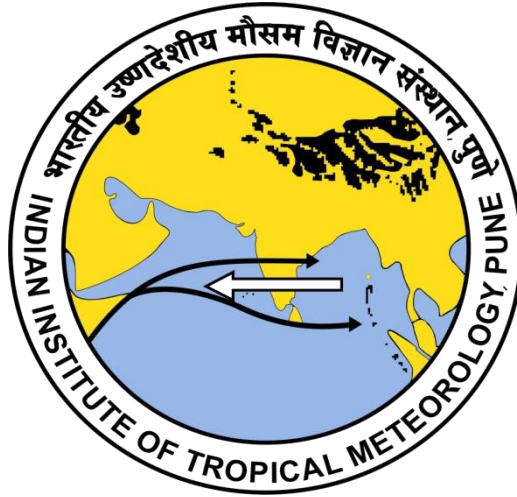
17.6.21

(र. शि. सालुंके / R. S. Salunke)

उप प्रबंधक / Deputy Manager

कृते निदेशक /for Director

ईमेल/E-mail : ga.admin@tropmet.res.in



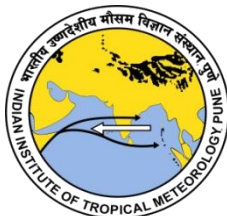
TENDER DOCUMENT

FOR

Supply of Branded Packaged 20 Litre Drinking Water Jars

**INDIAN INSTITUTE OF TROPICAL METEOROLOGY
(AN AUTONOMOUS INSTITUTE OF MINISTRY OF EARTH
SCIENCES, GOVERNMENT OF INDIA)**

**DR. HOMI BHABHA ROAD, PASHAN, PUNE 411 008
MAHARASHTRA, INDIA**



INDIAN INSTITUTE OF TROPICAL METEOROLOGY
 (AN AUTONOMOUS INSTITUTE OF MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA)
 DR. HOMI BHABHA ROAD, PASHAN, PUNE 411 008 MAHARASHTRA, INDIA
 Tel #: 00 91 20 2590 4200
 Fax #: 00 91 202586-5142
 Email: ga.admin@tropmet.res.in
 Website: www.tropmet.res.in

Invitation for Bids through E-procurement

Date: 17/06/2021

The Indian Institute of Tropical Meteorology (IITM), Pune an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. IITM is country's premiere research Institute to generate scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. The Director, IITM would like to outsource following Services for Institute's day-to-day activities by inviting offers / bids. The Technical specifications, Allied requirements and Scope of Supply are given in **Chapter 4** appended herewith.

Sr. No.	Tender No.	Brief Description of Goods / Services	Estimated Average Monthly Consumption	Single / Two Bid
1	IITM/GA/142/02/2021	Supply of Branded Packaged 20 Litre Drinking Water Jars	1500 Jars	Two

- The bid has to be submitted online on Institute's e-procurement system hosted at website <https://moes.eunlwizarde.com> as per the process mentioned on the same website. Bidder has to register on the above website & to pay the transaction fee directly to M/s. ITI Limited to participate in the bidding process through e-procurement. Bidders are advised to follow the instructions provided in 'Vendor's Guide' available on the said e-procurement website. Bidders can contact at **011-49606060** for any technical queries regarding registration and submission of bid on the above portal.
- The address for submission of technical bids only and for obtaining further information:
 The Deputy Manager (General Administration Section)
 Indian Institute of Tropical Meteorology,
 Dr. Homi Bhabha Road, Pashan,
 Pune - 411008 (India)

- A Pre-bid Conference will be held on schedule mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach the Stores & Purchase Officer at least one day before Pre-Bid Conference.

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	-	-	-

- The Bid prepared by the Bidder shall include the following:-

i)	Bid Security
	a) In case of Foreign Bidder : -
	b) In case of Indigenous Bidder : Bid Security Declaration should be submitted.
ii)	Forms as specified in Chapter No.8

- All bids must be accompanied by a Bid Security as specified above and must be delivered to the above office before the date and time indicated below. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.
- The Schedule for Submission of Bids is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Bids	9th July, 2021	Upto 1500 hrs.	As detailed at Sr. No.1
Opening of Bids	9th July, 2021	1530 hrs	

- The Director, The Indian Institute of Tropical Meteorology (IITM), Pune reserves the right to accept or reject any or all tenders / offers either in part or in full or to split the order without assigning any reasons there for. NIT has also been published on Government's Central Procurement Portal (CPP) <http://www.eprocure.gov.in> as well as this Institute's Website: <http://www.tropmet.res.in> which may also be referred for more details. The Director,

CONTENTS OF TENDER / BIDDING DOCUMENT

The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters as under:

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LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BS	BID SECURITY
CIF	COST INSURANCE & FREIGHT
CIP	CARRIAGE PAID TO
IITM	INDIAN INSTITUTE OF TROPICAL METEOROLOGY,
CVC	CENTRAL VIGILANCE COMMISSION
DGS&D	DIRECTOR GENERAL OF SUPPLIES & DISPOSAL
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
FCA	FREE CARRIER
FOB	FREE ON BOARD
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
ICC	INTERNATIONAL CHAMBERS OF COMMERCE
IEMs	INDEPENDENT EXTERNAL MONITORS
IP	INTEGRITY PACT
IPC	INDIAN PENAL CODE
IST	INDIAN STANDARD TIME
IT	INCOME TAX
ITB	INSTRUCTIONS TO BIDDERS
JS (A)	JOINT SECRETARY (ADMINISTRATION)
LC	LETTER OF CREDIT
LD	LIQUIDATED DAMAGES
MAF	MANUFACTURER AUTHORISATION FORM
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
MSME	MICRO, SMALL AND MEDIUM ENTERPRISES
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT
UNCITRAL	UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the Purchaser. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all suppliers.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

- 1.3.1. The purchaser requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 1.3.2. The Purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be downloaded from Institute's e-procurement website hosted at <https://moes.euniwizarde.com> as per the procedure mentioned on the said website. The bidding document is free of cost however transaction fees mentioned on the website has to be paid according to the procedure mentioned at the website.

1.5 Content of Bidding Documents

- 1.5.1. The Goods / Services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the Invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters.
- 1.5.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

1.6.1. In case when there is NO PRE-BID CONFERENCE

A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC). The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the due date for submission of bids. The Purchaser shall host the response on its website, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of bidding documents and *Clause 1.19* relating to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the purchaser for the benefit of the prospective bidders who are expected to take cognizance of the same before formulating and submitting their bids.

1.6.2. In case when there is PRE-BID CONFERENCE

- a) A prospective Bidder requiring any clarification of the Biding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.6.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under *Clause 1.7* relating to amendment of Bidding Documents and *Clause 1.19* relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Purchaser for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IITM for proper conduct of the Pre-bid Conference, all prospective bidders are requested to kindly submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach IITM as indicated in Invitation to Bid. IITM shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on IITM website www.tropmet.res.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the IITM website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.

1.7 Amendment to Bidding Documents

1.7.1. At any time prior to the due date for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2. All prospective bidders who have downloaded the Tender Document should surf Institute's e-procurement website <https://moes.eunlwizarde.com> from time to time to know about the changes / modifications in the Tender Document. All prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.

1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the Purchaser, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the purchaser.

C. Preparation of bids

1.8 Language of Bid

1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IITM may be sought.

- 1.8.2. The Supplier shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the Supplier.

1.9 **Documents Comprising the Bid**

The bid prepared by the Bidder shall include the following as per the requirement of the Tender Document:

a	Bid Security as specified in the Invitation to Bids
b	Bidder Information Form
c	Manufacturer's Authorization Form
d	Documents required to fulfil Eligibility and Qualification criteria as specified in Chapter-5
e	Detailed Technical Specifications and Scope of Supply
f	Schedule of requirements
g	Performance Statement Form
h	Service support details form
i	Deviation Statement Form
j	Bid form
k	Price Schedule Form(s)
l	Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
m	Documents establishing goods eligibility and conformity to bidding documents

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

1.10 **Bid form and Price Schedule**

The bidder shall complete the Bid Form and the appropriate Price Schedule form as given in Chapter- 6 furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

1.11 **Bid Prices**

- 1.11.1. The Bidder shall indicate on the appropriate price schedule form, the unit prices and total bid prices of the Goods / Services it proposes to supply / to provide (render) under the contract.

- 1.11.2. Prices indicated on the price-schedule form shall be entered separately in the following manner:

(a) **For Goods manufactured within India:**

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	GST and other taxes like LBT / Octroi etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

- 1.11.3. Where there is no mention of freight, insurance charges, taxes etc. such offer shall be rejected as incomplete.

- 1.11.4. The price quoted shall remain fixed during the contract period and shall not vary on any account.

- 1.11.5. The purchases made by the purchaser for scientific purpose are exempt from Custom Duty and GST and are charged at a concessional rate, as follows:-

Custom Duty	The Purchaser is exempted from payment of Custom Duty vide Govt. Of India Notification No.51/96-Customs dated 23 rd July, 1996.
GST	The Purchaser is registered with Department of Scientific and Industrial Research (DSIR) for purposes of availing GST concession in terms of Notification No. 47/2017-Integrated Tax (Rate) dt. 14/11/2017, Notification No. 45/2017-Central Tax (Rate) dt. 14/11/2017 and Notification No. 45/2017-Union Territory Tax (Rate) dt. 14/11/2017. The maximum GST is applicable @ 5% only for goods procured for research purpose of the Institute.

- 1.11.6. The quotation should be only in Indian Rupees for indigenous items.
- 1.11.7. In case of INR bids the price criteria should be on Free Delivery to IITM, Pune. Govt. Levies like GST, LBT / Octroi etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should be quoted accordingly giving the basic price, GST etc., if any.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT (TDS), GST, LBT / Octroi etc.), wherever applicable.

1.12 Bid Currencies

Prices shall be quoted in Indian Rupees for offers received for supply within India.

1.13 Documents Establishing Bidder's Eligibility and qualifications

1.13.1. The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.

1.13.2. The documentary evidence of the bidders qualification to perform the contract if the bid is accepted shall establish to the purchasers satisfaction that:

(a)	The bidder meets the qualification criteria listed in bidding documents, if any.
(b)	Bidder who doesn't manufacture the goods it offers to supply shall submit Manufacturers' Authorization Form using the form specified in the bidding document to demonstrate that it has been duly authorized by the manufacturer of the goods to quote and / or supply the goods.

1.13.3. Conditional tenders / offers shall **not** be accepted.

1.14 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

1.14.1. To establish the conformity of the goods and services to the specifications and schedule of requirements of the bidding document, the documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

(a)	A detailed description of the essential technical and performance characteristics of the goods;
(b)	An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

1.14.2. For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute these in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD) [To be applicable only, if Bid Security is required to be submitted]

1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Commercial / Nationalized Bank in favour of the Director, **The Indian Institute of Tropical Meteorology (IITM), Pune**, The scan copy of the Bid Security / Earnest Money Deposit (EMD) has to be uploaded in the e-procurement website of the Institute and Original copy of the same has to be kept in the Technical Bid envelop which needs to be submitted on or before date submission of bids. Alternately EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT. The details of online transfer may be communicated to IITM Pune immediately.

A. In the case of indigenous bidders:

- a) The BS shall be submitted by the manufacturer or their specifically authorized dealer/bidder.

- 1.15.2. Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Banker's Cheque/TDR/Bank Guarantee as per Chapter-8: Annexure C. No interest is payable on BS/EMD
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.15.4. The bid security shall be in Indian Rupees for offers received for supply within India and denominated in the currency of the bid or in any freely convertible foreign exchange in the case of offers received for supplies from foreign countries in equivalent Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank / Commercial / Foreign Bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank;
OR	
(b)	A Banker's cheque or demand draft in favour of the Purchaser issued by any Nationalised / Scheduled Indian bank / Commercial bank.
OR	
(c)	EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT. Account No. : 11099449733 Bank Name and address: STATE BANK OF INDIA IFSC Code : SBIN0000454 Swift Code : SBININBB238

- 1.15.5. The bid security shall be payable promptly upon written demand by the purchaser in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.7. Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC / MSME only for the manufacture of the tendered goods and not for selling products manufactured by other companies.
- 1.15.8. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form;
OR	
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 14 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 14 days from the date of contract / order.

- 1.15.12. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.16 Period of Validity of Bids

- 1.16.1. Bids shall remain valid for minimum of 90 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

1.16.2. In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 Format and Signing of Bid

1.17.1. The bids may be submitted as Single-bid or Two-bid as specified in the Invitation for Bids / NIT through e-procurement system hosted at website <https://moes.euniwizarde.com> as per the process mentioned on the same website.

1.17.2. In case the bids are invited on single bid basis, then the Bidder shall submit his / her techno-commercial offer (technical literature / specifications & commercial terms & condition only) in a single bid envelope & shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate. In the event of any discrepancy between them, the original shall govern. Scan copy of the same (Technical Bid) has also to be uploaded on E-procurement portal. Price bid must be submitted through e-procurement portal only.

1.17.3. In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Bid Form and Price Schedule forms. The Bidder shall prepare two copies of the technical bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate & the copies of the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. However, it may please be noted that price bid must be submitted through e-procurement portal only; no hard copy of price bid will be acceptable in any case.

1.17.4. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.

1.17.5. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission and sealing of Bids

1.18 Submission of Bids

1.18.1. The bidders may submit their bids online on Institute's e-procurement portal hosted at <https://moes.euniwizarde.com> and duly sealed technical bids (with soft copy) along with Earnest Money Deposit may be submitted generally by post or by hand at the Institute on or before last date of submission of bids.

a) **The soft copy of the Technical Bid has to be submitted on Institute e-procurement site <https://moes.euniwizarde.com> as per the instruction given at the site.**

b) Price has to be filled on Institute's e-procurement site <https://moes.euniwizarde.com>. Bidders are required to submit the standard BoQ as per the format prescribed in the bidding document by filling the necessary white cells of the excel sheet (unprotected cells) only. In addition to this, the scanned copy of duly filled in and signed Price Bid in pdf format may also be uploaded on the above e-procurement site. The prices quoted in the excel sheet format will prevail if noticed any discrepancy in the figures of the excel sheet and pdf copy of price bid uploaded. The prices filled in the e-procurement site will be treated as final and shall be binding to the vendor.

c) Bidders are advised to follow the instructions provided in 'Vendor's Guide' available on the said e-procurement website. For any query / technical help regarding M/S. ITI Limited E-procurement portal, bidders may directly contact to the following officials of M/S. ITI Limited : -

- i) Mr. Shubhankar - +91 8076208995
- ii) Mr Awesh - +91 9205898224
- iii) Helpdesk Number - 011-49606060
- iv) Email : helpdeskeuniwizarde@gmail.com

1.18.2. Sealing of Bids in the case of bids invited on Single Bid basis:

The Bidder shall mark the Technical Bids as "original" and "copy". The original and copy Bids shall then be sealed in an envelope & shall submit to this Institute not more than 5 days from the last date of submission of bid online.

1.18.3. Sealing of Bids in the case of bids invited on Two bid basis:

- d) Technical Bid should contain documents as listed in Clause- 1.9 **without mentioning Prices** on Bid Form and Price Schedule Form(s). The Bidder shall seal the original Bid and copy Bid, duly marking the Bids as "original" and "copy". The original and copy Bids shall then be sealed in the **Envelope** and marked as **Technical Bid**.
- e) Price Bid should contain Bid Form and Price Schedule Form(s) with Rates / Prices filled in as per Chapter 6. Price Bid must be submitted online only through e-procurement portal.

1.18.4. Marking of Envelopes for submission of Technical Bids :

- a) The Technical bid envelope shall be addressed to the Purchaser indicated in the Special Conditions of Contract (SCC).
- b) The name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.
- c) Envelope should be super scribed with
 - Tender Number: _____
 - Due Date_____ Time_____
 - Name of the Vendor _____
 - Addressed To:
THE DIRECTOR
THE INDIAN INSTITUTE OF TROPICAL METEOROLOGY,
Dr.HOMI BHABHA ROAD, PASHAN,
PUNE-411 008 (MAHARASHTRA)- INDIA

1.18.5. If Technical Bid envelope is not sealed and marked as required above, the Purchaser will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to the Stores & Purchase Officer before expiry of the due date and time of opening of the bids.

1.19 Due date for Submission of Bids

1.19.1. Bids must be received by the Purchaser at the address specified in NIT not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.

1.19.2. The Purchaser may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.19.3. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <https://moes.euniwizarde.com> e-procurement portal of the Institute.

1.19.4. Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <https://moes.euniwizarde.com> as per detailed in **Annexure – M**.

1.20 Submission of Bids

1.20.1. Online submission of the bid will not be permitted on the e-procurement portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

1.20.2. The copies of the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. The bids shall be liable to reject if the document not received within stipulated deadline and the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. In case of any discrepancy between online uploaded technical bid and hard copy submitted at this Institute, the online copy shall be considered as final.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1. The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e-procurement system.

1.21.2. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the Purchaser

1.22.1. Opening of Bids by the Purchaser will be done as per the provisions of the e-procurement system.

In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the Price bid shall be opened only after technical evaluation.

1.22.2. Bidders interested in participating in the bid opening process, should witness the tender opening process on e-procurement system.

1.23 Confidentiality

1.23.1. Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.

1.23.2. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the purchaser. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the purchaser shall not be considered.

1.25 Preliminary Examination

1.25.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.

1.25.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bid is unsigned
ii	The Bidder is not eligible
iii	The Bid validity is shorter than the required period

iv	The Bidder has quoted for goods manufactured by a different firm without the required authority letter from the proposed manufacturer
	Bidder has not agreed to give the required performance security
vi	The goods quoted are sub-standard, not meeting the required specification, etc.
vii	Against the Requirement (Scope of supply) the bidder has not quoted for the entire requirement as specified in Chapter 4
viii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

- (b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

1.26 Responsiveness of Bids

- 1.26.1. Prior to the detailed evaluation, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The Purchasers' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 1.26.3. If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

- 1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- 1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

- 1.27.4. Provided that a bid is substantially responsive, the purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions, Technical Evaluation

- 1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

1.29 Conversion to Single Currency

~~To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to Indian Rupees at the selling exchange rate established by any bank in India as notified in the Newspapers on the date of bid opening in the case of single bid and the rates prevalent on the date of opening of the Price Bids in case of two bid. For this purpose, exchange rate notified in www.rbi.org or any other website would be used by the purchaser.~~

1.30 Evaluation and comparison of bids

- 1.30.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.30.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.
- 1.30.3. The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

(a) For Goods manufactured within India

i)	The price of the goods quoted Ex-works including taxes already paid.
ii)	GST and other taxes like LBT / Octroi etc. which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the price schedule form.

1.31 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest valuated bid, in accordance with **ITB Clause 1.30**.

- 1.31.1 **This Institute is following and abide with the Public Procurement (Preference to Make in India), Order 2017, DIPP, MoCI Order No. P-45021/2/2017-B.E.II dated 15th June 2017 and subsequent amendments to the order. Accordingly preference will be given to the Make in India products while evaluating the bids, however, it is the sole responsibility of the bidder(s) to specify the product quoted by them is of Make in India product along with respective documentary evidence as stipulated in the aforesaid order in the technical bid itself.**

1.32 Contacting the Purchaser

- 1.32.1. Subject to **ITB Clause 1.24**, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.32.2. Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.33 Post qualification

- 1.33.1. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.
- 1.33.2. The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Purchaser deems necessary and appropriate.

- 1.33.3. An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.34 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.35 Award Criteria

Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. The details of the award would be hosted on the website of the Purchaser.

~~1.36 Purchaser's right to vary Quantities at Time of Award or later~~

~~The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Chapter 4 without any change in unit price or other terms and conditions. Further, at the discretion of the purchaser, the quantities in the contract may be enhanced by 25% within the delivery period.~~

1.37 Purchaser's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.38 Notification of Award

- 1.38.1. Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate purchase order shall follow through post.
- 1.38.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.38.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.41**, the Purchaser will promptly notify each unsuccessful Bidder and discharge its bid security.

1.39 Signing of Contract

- 1.39.1. Promptly after notification, the Purchaser shall send the successful Bidder the Purchase Order.
- 1.39.2. Within fourteen (**14**) days of date of the Purchase Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7.

1.40 Order Acceptance

- 1.40.1. The successful bidder should submit Order acceptance within **14** days from the date of issue of Purchase Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.40.2. The order acceptance must be received within **14** days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / PS are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.41 Performance Security

Within 14 days of receipt of the notification of award / Purchase Order as per the GCC Clause 2.12, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the initial one year contract support period.

CHAPTER 2A

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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Note: The General Conditions of Contract shall form the part of Purchase Order / Contract.

A.GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity, or a combination of the above, to which any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Purchaser	The Director, The Indian Institute of Tropical Meteorology (IITM), Pune an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India.as specified in SCC
(m)	The final destination	The place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper as per Contract Form given in Chapter 7 within 14 days of placement of Purchase Order.

2.3 Fraud and Corruption

The purchaser requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels

IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract
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- (b) The purchaser will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

2.4.1. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company is liable for execution of the contract and also fulfilment of contractual obligations i.e. supply of items / providing of services etc. You may confirm this condition while submitting the bid.

2.4.2 Indemnity Bond

In order to safeguard the interest of IITM, the supplier should submit Indemnity Bond as given in Chapter-8 (Annexure-J) on Rs.500/- non judicial stamp paper within 14 days of placing of the order for Purchase Order.

2.4.3 Patent Indemnity

- a) The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 2.4.3(a), indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(I)	the supply of the Goods by the Supplier or the use of the Goods in India
AND	
(II)	the sale in any country of the products produced by the Goods

- b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.5 Scope of Supply

Scope of Supply (i.e. the Goods to be supplied and Related Services to be performed) shall be as specified in the Chapter-4 clause 4.2

2.6 Suppliers' Responsibilities

The Supplier shall supply all the Goods and perform all Related Services included in the Scope of Supply-Clause 2.5 of the GCC and the Delivery &Completion Schedule, as per GCC Clause 2.15 relating to delivery and document.

2.7 Contract price

Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copy Right

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are

furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

2.9 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Performance Security (PS)

2.12.1 Within **14** days of receipt of the notification of award of contract / Purchase Order, the Supplier shall furnish performance security in the amount specified in SCC, valid till **60** days after the initial one year contract period.

2.12.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

2.12.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India.

2.12.4 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee or stand-by Letter of Credit issued by a Nationalized / Scheduled bank located in India in the form provided in the bidding documents.
OR	
(b)	A Banker's cheque or Account Payee demand draft in favour of the purchaser.

2.12.5 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, unless specified otherwise in SCC, without levy of any interest.

2.12.6 In the event of any contract amendment, the supplier shall, within 14 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.12.7 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.

2.12.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post

(A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.13 Installation, Commissioning, Demonstration, Inspections and Tests

~~Bidder shall be responsible for Installation, Commissioning, Demonstration, Inspections and Tests wherever applicable and for after sales service during the warranty and thereafter as specified in Chapter 4.~~

2.14 Packing

2.14.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.14.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.15 Delivery and Documents

2.15.1. Delivery of the Goods and completion and related services shall be made by the Supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/or other documents to be furnished by the supplier are as given below or /and as specified in SCC.

Details of Shipping and other Documents to be furnished by the Supplier are :	
A)	For goods manufactured or supplied from within India
(a)	Three copies of Supplier's Invoice indicating, inter-alia description and specification of the goods, quantity, unit price, total value
(b)	Packing list
(d)	Insurance certificate, if any required under the contract
(h)	Any other document(s) as and when required in terms of the contract
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract.
2	The above documents should be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
NOTE:	
1	The nomenclature used for the item description in the invoice(s), packing list(s) and the delivery note(s) etc. should be identical to that used in the contract.

2.15.2. The Bidders may please note that the delivery of the system should be strictly within delivery schedule mentioned in the Chapter-4 / Purchase Order.

2.15.3. Goods should not be dispatched until the vendor receives a firm Purchase Order

2.16 Insurance

2.16.1. Indigenous goods, the Goods supplied under the Contract shall be fully insured in Indian Rupees against any loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17 Transportation

2.17.1. In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.18 Incidental Services

The supplier may be required to provide any or all of the services, as specified in **Chapter 4: Clause-4.2**.

2.19 Spare Parts

~~The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:~~

(a)	Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
(b)	In the event of termination of production of the spare parts:
	(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
	(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.20 Warranty

- ~~a) The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.~~
- ~~b) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.~~
- ~~c) Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.~~
- ~~d) The warranty on the associated software should cover providing of upgraded version/s, if any, released during the warranty period free of cost.~~
- ~~e) The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on payment on approved price list basis.~~
- ~~f) The equipment must be supported by a Service Centre manned by the principal vendor's technical support engineers. The support through this Centre must be available 24 hours in a day, seven days a week and 365 days a year. Also it should be possible to contact the Principal's vendor support Centre on a toll free number/web/mail.~~
- ~~g) An undertaking from the manufacturer is required in this regard stating that they would facilitate the Bidder, Service provider on regular basis with technology / product updates & extend support for the warranty as well.~~
- ~~h) Supplier will have to arrange for all the testing equipment & tools required for installation at IIM by company person visit, testing & maintenance etc.~~
- ~~i) The Principal Supplier must have a local logistics support by maintaining a local spares depot in the country of deployment of the equipment. This is to ensure immediate delivery of spares parts from Principal Supplier of equipment to its channel partner/system integrator.~~
- ~~j) Details of onsite warranty, Name of Agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive Service Maintenance Contract beyond warranty shall be given in the offer. In case of foreign quote, the name of Indian Agent who shall maintain during warranty and AMC beyond warranty shall be given in the Technical Offer.~~
- ~~k) The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.~~
- ~~l) Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.~~

- ~~m) If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.~~
- ~~n) In case the Equipment / System remains non operational or performs below the desired level for more than 1 week after intimation of the fault in the Equipment / System then Warranty period shall be extended for further period for which Equipment / System remained non operational or performed below the desired level, without prejudice to any other terms and conditions of the Contract.~~
- ~~o) The defects, if any, during the warranty period are to be rectified free of charge by arranging free replacement wherever necessary.~~
- ~~p) In case of any replacement during the warranty period the same shall be made free of cost i.e. DDP for import replacement and/or free delivery to IITM for indigenous replacement. All the duties / taxes relating to these replacements have to be borne by the supplier. Dispatch details of such warranty replacements have to be informed in advance to enable us to provide documents for custom clearance.~~
- ~~q) Any replacements during warranty period should be free of cost. If the defective item has to be sent back to the Principal Supplier, for such replacements / returns to the Principal Supplier / Indian Agent has to bear documentation charges. If the cost of replacement is up to Rs. 5 Lakh then the documentation charges will be Rs. 5,000 and above Rs. 5 Lakh it is Rs. 10,000. Such charges have to be paid in favour of The Director, IITM, Pune. These charges are only for documentation. Any charges regarding packing, forwarding, freight, insurance, etc. should be borne by the Principal supplier / Indian Agent for returning of defective items. In other words, any warranty replacement has to be done immediately/within a week (7 days) without expecting IITM to export the defective items to Principal supplier for repair/replacements. All charges involved for re-export of defective items have to be borne by Principal supplier / Indian Agent.~~

2.21 Terms of Payment

- 2.21.1. The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC.
- 2.21.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfilment of other obligations stipulated in the contract.
- 2.21.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the Invoice or claim by the Supplier.
- 2.21.4. Payment shall be made in currency as indicated in the contract.

2.22 Change Orders and Contract Amendments

- 2.22.1. The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

a)	The method of shipping or packing;
b)	The place of delivery; and/or
c)	The Services to be provided by the Supplier.
d)	The delivery schedule.

- 2.22.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be ascertained within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

2.22.3. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.23 Assignment

The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.24 Subcontracts

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.25 Extension of time

2.25.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the Delivery schedule specified by the Purchaser.

2.25.2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.

2.25.3. Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.26 Penalty clause

Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default. The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.27 Termination for Default

2.27.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

(a)	If the Supplier fails to deliver any or all of the Goods / services within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time;
(b)	If the Supplier fails to perform any other obligation(s) under the Contract
(c)	If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

2.27.2. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/EMD will be forfeited;
(b)	The Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

2.28 Force Majeure

- 2.28.1. Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2.28.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.28.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 hours of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 2.28.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.29 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.30 Termination for Convenience

- 2.30.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 2.30.2. The Goods that are complete and ready for shipment within same day after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a)	To have any portion completed and delivered at the Contract terms and prices ; and / or
(b)	To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods / Services and for materials and parts previously procured by the Supplier.

2.31 Settlement of Disputes

- 2.31.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.31.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. .
- 2.31.3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or
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	difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director The Indian Institute of Tropical Meteorology (IITM), Pune and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
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2.31.4. The venue of the arbitration shall be the place from where the Purchase Order or Contract is issued.

2.31.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;	and
(b)	the Purchaser shall pay the Supplier any monies due the Supplier.	

2.32 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.33 Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.34 Notices

2.34.1. Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

2.34.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.35 Taxes and Duties

2.35.1. For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.

2.35.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.35.3. All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.36 Right to use Defective Goods

If after delivery the operation or use of the goods / services proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

~~2.37 Protection against Damage~~

~~The system shall not be prone to damage during power failures and trip-outs. The normal voltage and frequency conditions available at site as under:~~

- ~~(a) Voltage 230 volts — Single phase or 415 Volt for 3 phase (±10%)~~
- ~~(b) Frequency 50 Hz.~~

~~2.38 Site preparation and installation~~

~~The Purchaser is solely responsible for the construction of the equipment sites unless otherwise specified in Chapter 4 in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site~~

preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award / contract.

2.39 — Integrity Pact

- ~~2.39.1. As per directive of the CVC all organizations including IITM have to adopt an Integrity pact (IP) to ensure transparency, equity and competitiveness in major Public procurement having procurement value above Rs.5 Crore. The integrity pact envisages an agreement between the prospective bidders / vendors with the buyer committing the persons / officials of both the parties with the aim not to exercise any corrupt influence on any aspect of the contract. Only those bidders / vendors, who are willing to enter in to such an integrity pact with the Purchaser, would be competent to participate in the bidding.~~
- ~~2.39.2. IP also envisages Panel of Independent External Monitors (IEMs) which shall be provided / recommended by MoES and institutes with the approval of by CVC.~~
- ~~2.39.3. The integrity Pact would be effective from the date of invitation of bids till complete execution of the contract.~~
- ~~2.39.4. **The SCC shall specify whether there is a need to enter into a separate Integrity pact or not.** If the Integrity Pact is required for the Tender then the format of Integrity Pact is as given in **Chapter – 8.**~~

CHAPTER 2B

B.SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause	Special Condition of Contract (SCC)
GCC 2.1.1(m)	The Purchaser is: THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA
GCC 2.1.1(n)	The Final Destination is: INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA
GCC 2.12.1	The amount of the Performance Security shall be 3 % of the contract value , valid up to 60 days after the date of completion of contract obligations including one year support obligations.
GCC 2.14.2	The marking and documentation within and outside the packages shall be marked with proper paint / indelible ink.
	(a) All the sides and top of each package should carry an appropriate indication / label / stickers indicating the precautions to be taken while handling / storage.
GCC 2.15.3	(a) In case of supplies from within India, the mode of transportation shall be by Rail / Road .
GCC 2.21.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	A Payment for Goods and Services supplied from India:
	The payment shall be made in Indian Rupees, as follows:
	(a) On shipment : hundred (100%) per cent of the Contract Price of the Goods shipped shall be paid on receipt and acceptance of goods by the consignee on monthly basis, submission of the documents specified in GCC Clause 2.15 and submission and acceptance of Performance Security / Performance Bank Guarantee submitted by supplier.
	(b) E-Payment: All payments, IITM prefers to make Electronic Transfers (RTGS) / (NEFT)
	NOTE:
	➤ All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
Chapter 4 4.6	Delivery Schedule: On daily basis without interruption by 9:00 AM before opening of the office.
GCC 2.26.1	(a) As time is the essence of the contract, Delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise we will have to forfeit EMD/PS and also LD clause will be applicable /enforced
	(b) If the supplier fails to Supply as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of order value per week of delay subject to a maximum of 10% beyond the due date. Such money will be deducted from any amount due or which may become due to the supplier
	(c) IITM reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS
	(d) The maximum amount of penalty shall be 10% .
	(e) The liquidated damages shall be levied on the delivered price of the delayed Goods or unperformed Services or contract value.
GCC 1.18.6	Recent copies of Purchase Orders awarded by other buyers (preferably government organizations) to be uploaded along with the Technical Bid.
GCC 2.33.1	The place of Jurisdiction is Pune, India .
GCC 2.34.1	For notices , the Purchaser's address is THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY

Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA Telephone # : 0091-20-25904200 Facsimile number : 0091-20- 2586-5142 E-mail address: psu.iitm@tropmet.res.in

OTHER SPECIAL CONDITIONS OF CONTRACT :

1 Engagement terms of labour:

- i. The agreement between IITM Pune and the contractor shall be purely on the basis of service agreement. The Contractor shall make his own arrangements for the engagement of the labour.
- ii. Workers engaged for the purpose of transportation/supply of water should be covered under E.P.F., and other statutory and insurance covers.
- iii. In respect of the engagement, employment, wages, transport, paying, feeding, housing and working conditions of labour and of all matters connected therewith, the contractor shall be solely responsible and liable.
- iv. During the continuance of the Contract, the contractor shall at all times be liable to obligations imposed on him by the provisions and requirements of any Central or State Statute ordinance or other law or any Regulation or Bye-law of any local or other duly constituted authority which may be applicable including any such law regulation or order passed or made or coming into force during the period of the Contract.
- v. The successful bidder shall have to take necessary insurance coverage for his workmen, vehicle, driving license etc and keep IITM Pune indemnified against risk. Copy of such insurance premium receipt shall be submitted to the IITM before the release of first payment.

2 Accidents:

- i. The Contractor shall within 24 hours of the occurrence of any accident or mishap at or about the Site or in connection with the execution of the work shall report such incident to IITM Pune. The Contractor shall also report such accident to the competent authority whenever such report is required by law.
- ii. Contractor shall work under the supervision of IITM Pune authorized officers / Care takers as may be nominated from time to time.
- iii. The work is to be carried out in occupied office premises in IITM Pune and hence the contract shall be governed by the rules of the IITM Pune regarding the working hours, supply & removal of materials etc. The contractor and his men shall not cause disturbance to the customers/ staff of the IITM Pune as well as other personnel in IITM Pune Campus.
- iv. The random sample from supplies is liable to be tested from any government approved/ National Accreditation Board for Testing and Calibration Laboratories (NABL) accredited laboratory. In case of failure of sample, penalty will be imposed as decided by IITM Pune and remaining contract will be cancelled and the firm will be debarred from participation in future tender and supply to IITM Pune.
- v. IITM Pune authorities may visit your plant to inspect entire process and norms adopted during the manufacturing of packaged drinking water.

3 Loading Unloading, Transporting of Jar / Machines:

The contractor shall not be allowed to take water dispensers outside the IITM premises, however for loading, unloading and transporting of the jar/ machines inside the workshop he should make his own arrangement.

4 Sub-Contracting of the Contract:

Sub-contracting of the contract in any form will not be permitted. If for any unavoidable reasons, any work in part or in full is got executed by the contractor from any other agency, then no separate payments will be released except to the contractor with whom the agreement has been signed.

5 Cost of Work:

The cost of work shall be the overall cost of works as quoted by the contractor in the price schedule form and as accepted by the IITM, Pune authority.

6 Penalty for the Loss/Damage of the Materials:

In case of the loss/damage of the IITM Pune property, the equivalent amount so lost by the contractor, IITM Pune will be recovered from security deposit and/or pending on account bills or forfeit the performance security.

7 Variation Clause:

No price variation clause shall be applicable.

8 Contract Tenure:

The contract will be initially for a period of one year and shall be extendable on year to year basis for maximum up to two extensions i.e. 1+2 years, subject to satisfactory performance of the contractor. The terms and conditions and rates approved for the first year will remain applicable to the 'first' and 'second' extension also.

9 Payment Terms & Conditions.

- a. No advance payment. The payment will be made on monthly basis for supply of 20 liter jars.
- b. Contractor should ensure the safety of its workmen through suitable insurance cover. Institute will not be responsible for payment to any injury to any worker.
- c. The contractor has to pay for any damage occurs to the institute properly through his workers during the execution of work.

CHAPTER 3

(To be filled by the bidder and enclosed with the Technical Bid)

SCHEDULE OF REQUIREMENT

The Schedule of Requirement must clearly specify **the time frame required (Schedule) for delivery of goods and services to be completed** by the bidder (in reference to Scope of Supply given in Clause-4.2 of Chapter-4) if the Contract is awarded for the offer / proposal submitted by the bidder in response to this Tender.

A) Delivery Schedule:

Sr. No.	Brief Description of Goods and Services	Unit	Delivery Schedule
1	Branded Packaged Drinking Water Jars	20 Ltrs. Each.	On daily basis uninterruptedly. On or before commencement of office i.e. by 9:00 am on every day.

Period of delivery shall start from : **1st August, 2021**

B) Term of delivery / Delivery Term :

Delivery location	IITM, PUNE : The water jars shall be supplied daily uninterruptedly from Basement to all floor of IITM Building every day in sufficient quantity as indicated for each floor. The manufacturer/agency should have either directly or through their representative adequate arrangement of transport for required supply of water to reach IITM Pune office.
--------------------------	--

Place : _____

Signature of the Bidder : _____

Date : _____

CHAPTER 4

SCOPE OF THE WORK, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

4.1 Specifications of Specifications of Supply of Branded Packaged 20 Litre Drinking Water Jars.

SCOPE OF SUPPLY / WORK :

- i. Supply of water jars for all floors of IITM Pune.
- ii. The water jars shall be supplied daily uninterruptedly from Basement to all floor of IITM Building every day in sufficient quantity as indicated for each floor. The manufacturer/agency should have either directly or through their representative adequate arrangement of transport for required supply of water to reach IITM Pune office on/before commencement of office i.e. by 9:00 am on every day.

Materials, Packaging & Liability :

- i. The contractor shall maintain the quality, purity and the taste of product same throughout the year.
- ii. The quality of jars used for packaging of drinking water should be as per approved BIS Standard norms and every jar should be clean transparent and has no fungus (any green or other colour layer) inside the jar bottle.
- iii. If the supplier fails to supply the water jars in the stipulated time or if the quality of the water is not as per the approved / required norms, the IITM Pune shall be free to make necessary arrangement to the procurement of water jars from other sources at contractor's risk. The same shall be recovered from their payment or recovered from security deposit.
- iv. IITM Pune shall be free to test the sample of drinking water supplied by the supplier from any independent agency/source for which all required documentation shall be submitted by the supplier.
- v. The supplied packaged drinking water jars should be free from manufacturing defects and supplier should offer free replacement for such manufacturing defects.
- vi. Every jar should have batch no., date and year of manufacturing on it.

4.2 Scope of Supply

Scope of Supply includes the following:

- (i) Supply of the items / services as specified in 4.1 above.
- (ii) The contract will be initially for a period of one year and shall be extendable on year to year basis for maximum up to two extensions i.e. 1+2 years, subject to satisfactory performance of the contractor. The terms and conditions and rates approved for the first year will remain applicable to the 'first' and 'second' extension also.
- ~~(iii) Training as specified below in 4.4~~
- ~~(iv) On site comprehensive Warranty as specified in 4.5 (i) below~~
- ~~(v) Supply of Spare parts as specified in 4.1 above~~

4.3 Inspection & Tests

4.3.1 General

- (i) The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as per approved BIS Standard norms. The Supplier shall at its own expense and at no cost to the IITM carry out all such tests and/or inspections of the Goods and Related Services as are specified in the chapter 4 or as discussed and agreed to during the course of finalization of contract.
- (ii) Should any inspected or tested Goods fail to conform to the specifications, the purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

- (iii) The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at final destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.
- (iv) The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

4.3.2 Manufacturer's Inspection Certificate

After the goods are manufactured and assembled, inspection and testing of the goods shall be carried out at the supplier's plant by the supplier, prior to shipment to check whether the goods are in conformity with the technical specifications. Manufacturer's test certificate with data sheet shall be issued to this effect and submitted along with the delivery documents. The purchaser reserves the options to be present at the supplier's premises during such Pre-dispatch inspection and testing.

4.3.3 Installation, Commissioning & Acceptance Test

~~The acceptance test will be conducted by the Purchaser, their consultant or other such person nominated by the Purchaser at its option after the equipment is installed at Purchaser's site in the presence of supplier's representatives. The acceptance will involve trouble free operation. There shall not be any additional charges for carrying out acceptance test. No malfunction, partial or complete failure of any part of the equipment is expected to occur. The Supplier shall maintain necessary log in respect of the result of the test to establish to the entire satisfaction of the Purchaser, the successful completion of the test specified.~~

~~In the event of the ordered item failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Purchaser reserve the right to get the equipment replaced by the Supplier at no extra cost to the Purchaser.~~

~~Successful conduct and conclusion of the acceptance test for the installed goods and equipment shall also be the responsibility and at the cost of the Supplier.~~

4.4 Training

- (i) ~~Location:~~ IITM, Pune
- (ii) ~~Number of persons:~~ For a group of students / technical staff
- (iii) ~~Period of Training:~~ 5 working days after installation and 2-3 times during warranty period.
- (iv) ~~Nature of training:~~ To operate the equipment efficiently, training to Collection & processing of the data, structure solution & refinement, use of software, etc.
- (v) ~~Details of past training:~~ Bidder should provide the details of undergone trainings

4.5 Incidental Services

(i) ~~On site Comprehensive Warranty:~~

- ~~• The software should be warranted for a minimum 1 years period (comprehensive warranty) from the date of installation.~~
- ~~• 1 year extended comprehensive warranty may be quoted separately.~~
- ~~• While working on the software, if any technical issues occurred support should be provided within 24 hrs.~~
- ~~• During the warranty period if any software up gradation occurred accordingly our software also to be upgraded without any cost to IITM.~~

4.6 Delivery Schedule

On daily basis as per details provided in Chapter 3.

4.7 Commercial evaluation of bid

The bid will be treated as **incomplete** if bidder has **not quoted** for all the components given in scope of supply (clause 4.2) and **the incomplete bid will be rejected**. The bid will be commercially evaluated for the components in the scope of supply.

CHAPTER 5

Qualification Requirements

The Bidder shall furnish documentary evidence along with Technical Bid to support the following Qualification Criteria:

1) The bidder shall furnish documentary evidence to demonstrate that the bidder satisfies the bidders' **eligibility criteria**, as mentioned in **ITB Clause 1.1.2** in the form as per **Annexure-K of Chapter- 8**.

2) **Financial Qualifying Criteria:**

The Bidder shall furnish documentary evidence to meet the following Financial Qualifying Criteria:

a) An **undertaking (self-certificate)** is to be submitted that the Organization has not been blacklisted during last 3 years by any Central / State Government Department/Organization in the form as per **Annexure-L of Chapter- 8**.

b) CA Certified / audited last three Financial Years (2018-2019, 2019-2020 and 2020-2021) Balance-Sheet and Profit and Loss Account copies.

c) Company profile & Turnover details of the company/contractor/firm etc. CA Certified / audited last three Financial Years (2018-2019, 2019-2020 and 2020-2021) turnover and its average turnover certificate.

3) The Bidder should be a manufacturer /authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the items (Packaged Drinking Water 20 Ltrs. Jars) similar to the type specified in the "Technical Specification". The **Manufacturers' Authorization Form Chapter-8: Annexure B** must be enclosed with the technical bid.

4) **Experience and Technical Capacity:**

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

a) Only reputed manufacturers such as **Bisleri, Kinley, Oxyrich, Mount Kailash, Bailley, Mc Dowells or equivalent brand** supplying packaged drinking water of 20 ltrs. jars as per standards indicated above are only eligible and who have satisfactorily carried out supply of packaged drinking water of 20 Ltrs. Jars in the office of Central Govt., State Govt., PSU etc. during last 3 (three) financial years with the experience of minimum supply of 1,500 Jars per month for single organization.

b) The bidder's shall have their manufacturing/bottling/processing unit and administrative office based in Pune.

c) The bidder's should have ISO certification / BIS license (IS 14543:2004) for manufacture and supply of packaged drinking water (a copy of valid license to be submitted with bidding documents).

d) Name & address of the clients for whom the jobs were executed as per format given in **Annexure-D**.

e) True copy of PAN and GST registration.

f) Bid Security (BS) / Earnest Money Deposit (EMD) : Declaration must be furnished as per Annexure - C

g) Performance Security Deposit : Unconditional acceptance should be submitted by the bidder that in case, if they become successful bidder, they will deposit Performance Security (PS) in the manner and as per the quantum as mentioned in this tender document.

h) On the absence and/or not deposit the security deposit amount within time limit after awarding of contract, the IITM Pune will have to right to not process of monthly payments of the equivalent value of 3% of award of contract.

- i) The bidder (OEM/Direct Distributor/Dealer) should have supplied / provided services / work undertaken during **past 3 years, at least two similar supply / services / works** carried out preferably in Govt. Organization the as mentioned in Chapter-4. The Bidder should furnish the information on all past supplies and satisfactory performance during past 3 years in the **Performance Statement Form** (Chapter-8, Annexure D). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the **satisfactory operation of the equipment / system**.
- j) Details of Service Centres and information on service support facilities that would be provided after the warranty period (in the **Service Support Form- Chapter-8 Annexure-F**).
- k) That adequate and specialized expertise is already available or will be made available following the execution of the contract in the Purchaser's country, to ensure that **the support services are responsive and adequate** as per **ITB 1.13.2(c)**.

Note :

A) For proof of Annual turnover, the following documents/ photocopies must be submitted along with the bid:-

i) Audited Balance Sheet

AND

ii) Profit and Loss account with Firm Registration No. and Auditor's Registration Code.

B) For bidders participating as a manufacturer, self-attested photocopy of the following document(s) are to be submitted along with the bid:

i) Valid BIS endorsement certificate conforming to IS: 14543:2004 of their plant as on bid closing date.

ii) Undertaking of providing uninterrupted services for supplying of packaged drinking water for the entire period of the contract

C) For bidders participating as a supplier, distributor or dealer, self-attested photocopy of the following document(s) are to be submitted along with the bid:

i) Valid distributorship certificate from manufacturer of packaged drinking water.

ii) Valid BIS endorsement certificate of the plant conforming to IS: 14543:2004 of the manufacturer of packaged drinking water as on bid closing date against which the bidder is an authorized supplier / distributor / dealer.

iii) Undertaking from the manufacturer of packaged drinking water against which the bidder is an authorized supplier / distributor / dealer for providing uninterrupted services of supplying of packaged drinking water for the entire period of the contract.

The bidders who do not fulfil the above Eligibility, Financial and Technical Qualification Criteria shall be rejected during the Evaluation of Technical Bid.

CHAPTER 6:- PRICE SCHEDULE

Sr. No.	Item Description	INR Price Component as per Chapter 6-A
01	Total Cost of per 20 Litres Packaged Drinking Water Jar including taxes. The details may be submitted as per the pro-forma given at Chapter 6-A)	
02	Grand Total	

Note : The prices mentioned at Sr. No. 02 should exactly be submitted at e-procurement website (Price Bid) and soft copies of price schedule along with relevant chapter 6-A have to be uploaded on e-procurement web portal. The prices submitted on e-procurement website will treated as final and comparison will based on the said prices only.

CHAPTER 6- A :PRICE SCHEDULE

(Bidder should quote in this format however, if quoted in different format; all parameters given below should be covered)

Tender No: _____

Tender Date: _____

Quotation No. _____ Date: _____ Quotation Valid Upto: _____

NAME OF WORK :- (A) Supply of Branded Packaged 20 Litre Drinking Water Jars

Sr. No.	Description	Name of Brand	(a) Rates of per 20 Ltr Jar (in Rs.)	(b) Taxes in % (GST)	(c=a+b) Total Amount of per 20 Ltr Jar (in Rs.)
1	Supply of Branded Packaged 20 Ltr.				
2	Drinking Water Jars as per approved BIS (IS				
3	14543:2004) standard.				

NOTE: Detail Taxes structure schedule should be clearly mentioned.

SIGNATURE OF AUTHORISED PERSON

CHAPTER 7

Contract Form

Contract No. _____ Date: _____

THIS CONTRACT AGREEMENT is made
the [*insert: number*] day of [*insert: month*], [*insert: year*].

BETWEEN

- (1) Indian Institute of Tropical Meteorology registered under the Societies Registration Act 1860 of the Government of India having its registered office at Dr. Homi Bhabha Road, Pashan, Pune – 411 008, India (hereinafter called “the Purchaser”), and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert brief description of Goods and Services*] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [*insert Contract Price in words and figures, expressed in the Contract currency(ies)*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

(a)	This Contract Agreement
(b)	General Conditions of Contract
(c)	Special Conditions of Contract
(d)	Technical Requirements (including Schedule of Requirements, Scope of supply / Service / Work and Technical Specifications)
(e)	The Supplier’s Bid and original Price Schedules
(f)	The Purchaser’s Notification of Award
(g)	[<i>Add here any other document(s)</i>]

03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
04. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

For and on behalf of the IITM, Pune.

Signed : [*insert signature*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

Signed : [*insert signature*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

For and on behalf of the Supplier

Signed : [*insert signature of authorized representative(s) of the Supplier*]
in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

CHAPTER 8

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Manufacturers' Authorization Form	B
3	Bid Security Declaration	C
4	Performance Statement Form	D
5	Deviation Statement Form	E
6	Service Support Detail Form	F
7	Bid Form	G
8	Performance Security Form	H
9	Statement Showing Turnover of similar items supplied / services provided / work completed.	I
10	Indemnity Bond	J
11	Eligibility Certificate	K
12	Non Black List Certificate	L

NOTE: The Successful Bidder shall submit Documents with reference to Annexure – H, I & J after Award of Contract as mentioned in Purchase Order.

Bidder Information Form

- (a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [Insert date (as day, month and year) of Bid Submission]

Tender No : [Insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	<p>Bidder's Authorized Representative Information</p> <p>Name: [insert Authorized Representative's name]</p> <p>Address: [insert Authorized Representative's Address]</p> <p>Telephone/Mobile/Fax numbers: [insert Authorized Representative's telephone/mobile/fax numbers]</p> <p>Email Address: [insert Authorized Representative's email address]</p>
07.	<p>Attached are copies of original documents of:</p> <p>Articles of Incorporation or Registration of firm named in 1, above.</p>

Signature of Bidder _____

Name _____

Business Address _____

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date : *[Insert date (as day, month and year) of Bid Submission]*

Tender No. : *[Insert number from Invitation For Bids]*

To : *[Insert complete name and address of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with BIS Standard and other essential tests to be made, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

BID SECURITY DECLARATION

This is to certify that, we are accepting that if we withdraw or modify our bids during the period of validity, or if we are awarded the contract and we fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, we will be suspended for the period of time specified in the request for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with the Procuring Entity.

Authorised Signatory

Name: _____

Designation: _____

PERFORMANCE STATEMENT FORM

Details of similar items (Packaged 20 Ltr. Water Jars) supplied & service provided during past 3 years in India

Name of the Firm _____

Order Placed by (full address of Purchaser)	Order No. and date	Description and quantity of ordered items (Packaged Drinking Water Jar)	Value of order	Date of commence ment	Date of work / contract completion	Remarks indicating reasons for late delivery, if any	Has the Item been supplied/ service provided satisfactory? (Attach a certificate from the purchaser / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

Note : The bidder (OEM/Direct Distributor/Dealer) should have supplied / provided services / work undertaken during past 3 years, at least two similar supply / services / works carried out preferably in Govt. Organization

Signature and Seal of the manufacturer/Bidder

Place :

Date :

DEVIATION STATEMENT FORM

PART -I

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

**Signature and seal of the
Manufacturer/Bidder**

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

PART – II
(Refer Clause 1.25 of Tender Document)

Sr.No.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	Bid Validity (90 days after the date of Bid opening)	Yes / No Bid valid up to	Yes / NA
3	Agree to submit Performance Security 3 % of PO Value as per Clause 2.12.1	Yes / No	Yes / NA
4	Bidder Information Form enclosed as per Annexure –A (supported by Attested copy of Certificate of Incorporation)	Yes / No	Yes / NA
5	Manufacturers Authorisation Form (MAF) (If Applicable), as per Annexure-B	Yes / No	Yes / NA
6	This is to certify that we are eligible to bid for this tender as per Annexure-C	Yes / No	Yes / NA
7	Performance Statement Form enclosed as per Annexure D (supported by client's certificates for satisfactory delivery / services provided / works carried out etc.)	Yes / No	Yes / NA
8	Deviation Statement form enclosed as per Annexure E Part - I and Annexure Part - II	Yes / No	Yes / NA
9	Service Support Details form as per Annexure F	Yes / No	Yes / NA
10	Attested copy of the audited Profit and Loss Accounts, Balance Sheets and Turnover Certificate for the last three financial years i.e. for 2018-19, 2019-20 and 2020-21 enclosed as per Annexure I	Yes / No	Yes / NA
11	Eligibility certificate as per Annexure – K and Non-black listing self-certificate as per Annexure – L	Yes / No	Yes / NA
12	Attested copy of certificate of Incorporation / Partnership Deed / Maharashtra Shop Act License for legal valid entity of Company/Firm	Yes / No	Yes / NA
13	Copies of Firm's / Company's Permanent Account No. (PAN) issued by Income Tax Department, Govt. of India	Yes/No	Yes/NA
14	Copy of Firm's / Company's Goods & Service Tax (GST) Registration issued by GST Department / Authority of the respective state.	Yes/No	Yes/NA
15	Have gone through the clause No. 1.11.7 & is abide to provide GST Concession	Yes/No	Yes/NA
16	Attested copy of ISO/IS/BIS and other quality related certificate, if any	Yes/No	Yes/NA
17	Attested copy of FSSAI certificate in the name of Company / Firm	Yes/No	Yes/NA

The Bidder should **submit other documents** such as fulfilment of financial qualification criteria (MIRA Inform Report), Schedule of Requirement (Chapter-3) and various forms as specified in Chapter-8.

SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of Supply / services provided in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of Delivery / Services provided	Name and address of service provider

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

Date:

BID FORM

To,
The Director,
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan
Pune 411 008

Ref: Invitation for Bid No. TENDER NO. _____

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for supplying of 20 ltr. Packaged drinking water jars services for the "The Director, Indian Institute of Tropical Meteorology, Dr. Homi Bhabha Road, Pashan, Pune".
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Note: Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company.

Full Name and Designation
(To be printed on Bidder's letterhead)

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS
(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called “the contract”).

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

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

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

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Purchaser with a covering letter to compare with the original BG for the correctness, genuineness, etc.

ANNEXURE-I

STATEMENT SHOWING TURNOVER OF WORK DONE IN SIMILAR / IDENTICAL FIELD OF SUPPLYING 20 LTR. PACKAGED DRINKING WATER JARS DURING LAST THREE FINANCIAL YEARS

(Attach CA certified / audited copies of Balance Sheets, Profit and Loss Accounts and Turnover Certificate)

NAME OF CONTRACTOR:

Sr. No.	Financial year	Amount of Turnover (in Rs.)	Remarks
1	2	3	4
a	2018-2019		
b	2019-2020		
c	2020-2021		
Grand Total			
Average Annual Turnover			

Signature and seal of bidder

Note: This is only a standard form. Details are to be finished in this format in the form of typewritten statements duly filled in which shall be enclosed with Technical Bid. Please mention the Grand total and Average Annual Turnover.

INDEMNITY BOND

No. _____

Date:_____

1) Amalgamation/Acquisition

In the event of M/s. _____proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s._____ and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. _____/M/s._____ and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, INDIAN INSTITUTE OF TROPICAL METEOROLOGY, Pune to fulfill the contractual obligations as per the terms of the IITM Global Tender and quotation of M/s. _____No. _____ dated_____and INDIAN INSTITUTE OF TROPICAL METEOROLOGY P.O. No._____dated _____. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) JointVenture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IITM for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IITM.

3) Patent Indemnity

The Supplier shall, subject to IITM's compliance and indemnify and hold IITM and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which IITM may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. _____
Principal Supplier.

For M/s. _____
Indian Agent.

ANNEXURE-K

Eligibility Certificate

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender No. _____ dated _____.

Authorised Signatory

Name: _____

Designation: _____

ANNEXURE-L

Non-Black listing Self Certificate

This is to certify that M/s. _____ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

Authorised Signatory

Name: _____

Designation: _____

Instructions for Online Bid Submission on E-Wizard Web Portal :

The bidders are required to submit soft copies of their bids electronically on the e-tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the e-Procurement Portal <https://moes.euniwizarde.com>, prepare their bids in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://moes.euniwizarde.com>

REGISTRATION

1. Bidders are required to enroll on the e-Procurement Portal (<https://moes.euniwizarde.com>) with clicking on the link "Online bidder Registration" on the e-tender Portal by paying the Registration fee of Rs. 2360/- per year charge.
2. As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC"s to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
7. The scanned copies of all original documents should be uploaded on portal.
8. For any Query contact to our helpdesk Number 011-49606060, Email: helpdeskeuniwizarde@gmail.com, Mr. Sunil – 8448288990.

SEARCHING FOR TENDER DOCUMENTS

9. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Item/work id, Title, Date, etc
10. Once the bidders have selected the tenders they are interested in, the bidder can pay the processing fee of Rs.+ 18 % GST-/ (NOT REFUNDABLE) by net-banking / Debit / Credit card and then download the required documents / tender schedules, Bid documents etc. Once both tender fees are paid, it will be moved to the respective "requested" Tab. This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.

PREPARATION OF BIDS

11. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
12. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
14. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents.
15. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

16. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
17. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
18. Bidder has to select the payment option as “DD” to pay the EMD as applicable and enter details of the instrument.
19. Bidder should prepare the EMD as per the instructions specified in the tender document & submit EMD fee manually at department end. The original bid should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
20. *Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the yellowcoloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
21. The server time (which is displayed on the bidders” dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
22. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
23. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
24. Upon the successful and timely submission of bid click “Complete“ (i.e. after Clicking “Submit” in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
25. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

For any Query contact to our helpdesk Number 011-49606060, Email helpdeskeuniwizarde@gmail.com, Mr. Shubhankar- +91 8076208996; Mr Awesh - 91 9205898224; Mr. Abhishek Kumar - 8210817180

- Sd -
Deputy MANAGER
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