

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

e-Tender Enquiry No. CRS/SID/PUD-9016(SatAWS)/0322/2021-22 Dated: 23.03.2022

SECTION – II GENERAL CONDITIONS OF CONTRACT (GCC) / अनुबंध की सामान्य शर्तें

- 1. Bidders shall have to agree/accept all the terms and conditions of tenders including payment terms etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.**
- Whenever there is any conflict between the provisions in the GCC **regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications”**, the provision contained in the RFP shall prevail and have an overriding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.
- 3. Alternation of Tenders**

The bidder after uploading of its tender on CPP portal is permitted to alter/modify its tender prior to deadline for submission of tender.
- 4. Tender Validity**

The tenders shall remain valid for acceptance for a period of **180 days** (one hundred eighty days) after the date of tender opening, prescribed in the TE document.
- 5. Purchaser’s Right to accept any tender and to reject any or all tenders**

The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.
- 6. Bid Security Declaration In lieu of Earnest Money Deposit (EMD)**

In accordance to OM No. F.9/4/2020-PPD dated 12.11.2020 of Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India the bidders are required to submit an undertaking for “Bid Security Declaration” in the format as given in **Annexure – I**. **If the bidder fails to upload the undertaking in the form of Annexure – I then the bid will be considered as unresponsive and summarily rejected. Technical bid of such bidder will NOT be evaluated. No post bid clarification shall be sought on Bid Security declaration.**
- 7. Performance Security:**
 - Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty-one (21) days from the receipt of supply order by the supplier whichever is earlier.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

- b) The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security is not received in stipulated time.
- c) There is no relaxation/exemption in submitting of performance security.
- d) In accordance to **OM No. F.9/4/2020-PPD dated 12th Nov. 2020 and 30th Dec. 2021** issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India, the supplier, shall furnish performance security to the purchaser for an amount equal to **three percent (3%)** of the total value of the contract excluding AMC if any, valid up to sixty (60) days beyond the warranty period.
- e) The AMC service provider shall furnish performance security to the purchaser for an amount equal to **three percent (3%)** of the total value of the AMC Value, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier/service provider.
- f) **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any supplier/service provider. Submission of Performance Security is must for all suppliers/service providers.**
- g) It shall be in the form of Bank Guarantee drawn/issued by a Nationalized/commercial bank doing government business in the prescribed form in favour of the purchaser. In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- h) The purchaser will release the Performance Security without any interest to the supplier/ service provider on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of performance security for AMC (if applicable). The supplier shall submit pre-receipt for obtaining back their security.

8. Price preference

- I. Price preference shall be given to **Micro and Small Industries** registered for stores and services specified in this tender document with **National Small Industries Corporation** or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc. shall be decided as per the Government of India orders. The Bidders shall have to attach valid registration certificate as OEM. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.
- II. **Purchase Preference to Local Suppliers / Preference to Make in India:**
 - a) The provisions of Public Procurement (Preference to Make in India) order issued by Department of Industrial Policy and Promotion under Ministry of Commerce and Industry vide Order No. P-45021/2/2017 – PP (BE-II) dated

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

16.09.2020 and any other subsequent orders, if any, available at <https://dipp.gov.in/public-procurements> shall be applicable to the bidding process and award of the contract shall be done accordingly to support Indian industries (Manufacturing as well as Service providers). The bidders shall go through the provisions of the order mentioned above.

- b) In accordance to OM No. P-45021/102/2019-BE-II-Part (1) (E – 50310) dated 04.03.2021 of the Department of Promotion of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce and Industry, Government of India, it may be noted that the bidders offering imported products will fall under the category of Non-Local suppliers. Such bidders cannot claim themselves as Class – I local suppliers / Class – II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like Annual Maintenance Contract / Comprehensive Maintenance Contract etc. as local value addition.
- c) Tenderer who are desirous of availing purchase preference as a local supplier are required to submit undertaking as per **Annexure – II** in technical bid and the same shall be examined during the evaluation of technical bid.
- d) Supplier / bidder shall give the details of the local content in a format attached as **Annexure – II and Annexure – III** along with the technical bid. In case, bidder do not upload **Annexure – II and Annexure – III** of General Conditions of Contract (GCC) duly filled and signed along with their technical bid, supplier/bidder shall be considered as ‘Non-local supplier’ and will not be eligible to participate for estimated value of purchases up to Rs. 200 crores except global tender enquiries in terms of clause 3(b) of Order no. P-45021/2/2017-PP(BE-II) dated 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).
- e) False declaration will be in breach of the code of integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- f) Complaints relating to implementation of Purchase Preference: Fees for such complaints shall be Rs. 50,000 or 0.5 % of the value of the local item being procured whichever is higher. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest. The complaint fee shall be paid in the form of Demand Draft in favour of “**The Head, Climate Research and Services, India Meteorological Department, Pune**” payable at Pune.

9. Eligibility & Qualification criterion for Bidders:

In accordance to F No. 12/17/2019 – PPD dated 15th May 2020 regarding amendment to General Financial Rules – 2017 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India, only

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

Indian suppliers/service providers who meets criteria given below are eligible to participate in this tender.

I. General Conditions

Firms given in categories below are eligible to participate in tender **subject to registration of the firm with government bodies as per act /rules in their country and also fulfil of other specific qualification criteria, terms and conditions mentioned in technical requirement section and tender enquiry document also.**

- i) Original Equipment Manufacturer (OEM).
- ii) Original Software Company (OSC), who developed the main application software.
- iii) Authorized Supplier from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The Bidder shall have to submit authorization certificate from OEM /OSC in the form of **Annexure - IV**.
- iv) Integrators/ Authorized dealer/ Supplier/ subsidiary/ Distributors/ Stockiest having full back-to-back maintenance support agreement for hardware & software from OEM & OSC etc. **A copy of such agreement shall be enclosed with the technical bid.**
- v) The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.
- vi) India Supplier /Integrator /Distributors /stockiest etc. for imported stores shall quote in INR only & no payment shall be made to their foreign principal.

II. Restriction of Bidders from Countries sharing Land Borders with India

- i) As per provisions of Rule 144 (xi) of General Financial Rules – 2017, any bidder from a country which shares land border with India will be eligible to bid in this tender only if the bidder is registered with the “Competent Authority”. The competent authority for the purpose of registration shall be the registration committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- ii) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain context) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person participating in a procurement process.
- iii) “Bidder from a country which shares a land border with India” for the purpose of this tender means: -
 - a) An entity incorporated, established or registered in such a country; or

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

- b) A subsidiary of entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An Indian (or other) agent of such an entity; or
 - e) A natural person who is a citizen of such a country; or
 - f) A consortium or joint venture where any member of the consortium or joint ventures falls under any of the above.
- iv) The beneficial owner for the purpose of iii) above will be as under
- 1) In case of a company or Limited Liability Partnership (LLP), the beneficial owner is a natural person(s), who, whether acting alone or together, or through one or more juridical persons, has a controlling ownership interest or who exercises control through other means.
Explanation –
 - a) “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3) In case of unincorporated association or body or individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen persons of the property or capital or profits of such association or body of individuals;
 - 4) Where no natural person is identified under (1), (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.
- v) An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi) In case of tenders for Works Contracts including Turnkey Contracts, the successful bidder shall not be allowed to sub-contract works to any contractor

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

from a country which shares a land border with India unless such contractor is registered with the competent authority.

- vii) It may be noted that, bidder is permitted to procure raw material, components, sub-assemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as “sub-contracting”. However, in case the bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries which shares land border with India, such vendor will be required to be registered with the Competent Authority.
- viii) It may further be noted that above restrictions will not apply to bidders from those countries (even if sharing land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated list of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of Ministry of External affairs.
- ix) The bidders are required to submit an undertaking in the form of **Annexure - V**.

10. Terms of Delivery

Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the RFP. Generally, it is **F.O.R destination** (in case of domestic supply). Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for anything (payment and loss of stores etc.) if stores supplied without any valid delivery period as purchaser reserve the right to reject the delivery and terminate the supply order.

11. Delivery schedule

As per section under RFP-List of Requirements.

Date, on which all the stores as per supply order have been delivered to the consignee shall be treated as final date of delivery of stores for calculating liquidated damages etc.

12. Force Majeure

Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with the supplier on similar lines as above for further necessary action.

13. Warranty

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

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

Other condition under warranty clause of RFP section shall also be applicable.

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

1. The supplier shall deliver the goods and perform the services (like installation & commissioning etc) under the contract within the time schedule specified by the purchaser in the "List of requirements/ technical specifications" section and as incorporated in the contract. **The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per supply/purchase order are delivered shall be taken into account for penalty/LD purpose.**

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

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

Once the maximum is reached purchaser may also consider followings: (i) Forfeiture of its performance security and (ii) Termination of the contract for default.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

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

- (a) Delay in providing Entry permits/Road Permits (if required) to the supplier by the consignee.
 - (b) Delay in providing proper site(s) by the consignee to the supplier. Site is not ready in all respect (i.e., all civil & electrical at site completed) for installation of stores.
 - (c) Delay in providing No Objection Certificate (N O C) required from any other government agency/agencies.
 - (d) Communication facility required for project to be provided to the supplier by the consignee if it is not the responsibility of supplier.
 - (e) Any other reason for which supplier is not responsible.
2. (a) Penalty/Liquidated damages shall be calculated on the purchase/contract price including the element of sales tax, excise duty, service tax etc. mentioned in the price bids.
(b) Custom duty shall not be taken for the purpose of Penalty/LD calculations.
3. The supplier shall not be held responsible for any delay in custom clearance by purchaser, handing over proper site by consignee and any other delay in part of consignee/purchaser if responsible. These periods shall not be counted in LD. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall be against the purchaser. **The supplier shall inform to the purchaser (Purchase Section, O/o the Head, CR&S, IMD, Pune) directly in writing about these delays on part of IMD.**

15. Award Criteria and Tolerance Clause

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

16. Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the period of the contract, amend the contract by making alterations and modifications within the general scope of contract. If the supplier doesn't agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within fifteen (15) days from the date of receipt of the amended / modified contract from the purchaser.

17. Taxes and Duties in India

(a) Duty and Local Taxes:

As per prevailing taxes imposed by Govt. of India.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

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

Supply of Road Permits by the indenter /consignees: In all such cases where the requirement of Road Permit for entry of goods into a particular State is mandatory, the following provisions shall be strictly followed: -

- (i) The supplier shall request the indenter /consignee for providing Road permit/ Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to Indenter/consignee.
- (ii) On receipt of the above request from the supplier, the indenter/consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice. (c) The supplier shall pay the local charges/taxes (Octroi etc.) if exemption certificate not agreed by local authority and same will be reimbursed by purchaser on submission of receipt. The supplier shall not be held responsible for any delay in supply due to non- supply/delayed supply of Road permit.

(b) Income Tax and service tax etc.

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law of Ministry of Finance, Govt. of India in force. The bidders may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and TAN. Firm may also mention the applicable rates of TDS as per DTAA with India. Copy of same may also be enclosed.

18. Terms and Mode of Payment

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

1. Cases where installation & Commissioning is to be done by bidder

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

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

- (i) 100% payments towards services like FAT, Training, SAT, Installation & commissioning charges etc. if any after their executions and completions.
- (ii) Necessary documents must be submitted for the release of payments.
- (iii) **In case of Indian Bidders**, the following documents shall be submitted:
 - a) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
 - b) Consignee Receipt Certificate in original issued by the authorized representative of the consignee
 - c) Copies of delivery challan identifying contents of each package.
 - d) Inspection certificate by the nominated Inspection agency, if any.
 - e) Training report, if any.
 - f) Insurance Certificate.
 - g) Final Acceptance Report from consignee.

2. Cases where installation and commissioning are not to be done by bidder.

- (i) 100% payment after satisfactory test and acceptance of the system at each location.
 - (ii) No advance payment shall be made.
3. The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
 4. Bills/invoices must be submitted separately for stores and services.
 5. The bidder shall submit particulars of his bank account required for making payments. (a) Account Number (b) Bank Name (c) Branch Name (d) Address (e) IFS code (f) MICR No. (g) Telephone No. (h) SWIFT code etc.

19. Fall Clause

The bidder undertakes that it has not supplied/is not supplying similar products/systems or subsystems at a price lower than that offered in the present bid in respect of Ministry/Department of the Government of India or Public Sector Unit (PSU) and if it is found at any stage that similar products/systems or subsystems was supplied by the BIDDER to any Ministry/Department of the Government of India or Public Sector Unit (PSU) at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and difference in the cost would be refunded by the BIDDER to the BUYER (India Meteorological Department) or it will adjusted from their bills, if the contract has already been concluded.

20. Code of Integrity for prohibition of Corrupt/ Fraudulent/ Collusive/ Coercive practices

In accordance to Rule 175 (1) of GFR – 2017, no official of a procuring entity (India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune) or a bidder or a supplier shall act in contravention of the code of integrity which includes

- (i) Prohibition of

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

- a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii)** Disclosure of conflict of interest.
- (iii)** Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.
- (iv)** In accordance to Rule 175(2) of GFR – 2017, the procuring entity (India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune) after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take 'appropriate measures' which means that a procuring entity (India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune) may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.
- (v)** In addition to actions mentioned in (iv) above, if it is found that bidder or supplier has indulged in corrupt/fraudulent/collusive or coercive practices, actions such as rejection of bid/forfeiture of tender security, or rescission/termination of supply order/contract forfeiture of performance security deposit etc. shall be taken as per provisions of GFR – 2017 or Indian Penal Code.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

21. Termination of tender/contract by the Purchaser

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

In contravention to code of integrity as given in Para 20 above, if a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by the purchaser.

The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

22. Arbitration clause:

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

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

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

- a. The purchaser as well as the supplier may withdraw the rate contract by serving suitable notice to each other. The prescribed notice period shall be generally fifteen days;
 - b. The purchaser has the option to renegotiate the price with the lowest quoted bidder.
 - c. The purchaser and the authorized users of the rate contract are entitled to place online supply orders up to the last day of the validity of the rate contract and, though supplies against such supply orders will be effected beyond the validity period of the rate contract, all such supplies will be guided by the terms & conditions of the rate contract,
 - d. The rate contract will be guided by “Fall Clause” (As per Para 19)
- 24. Period of Rate Contract: As per Section III: Request for Proposal (RFP) document.**
- 25. Criteria for award of Rate Contract: As per RFP document.**
- 26. Renewal of Rate Contracts:** IMD will ensure that new rate contracts are made operative right after the expiry of the existing rate contracts without any gap for all rate contracted items. In case, however, it is not possible to conclude new rate contracts due to some special reasons, extension of the existing rate contracts with same terms and conditions etc. for a period of additional one year may be considered by IMD with the consent of the rate contractor.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

Annexure – I

UNDERTAKING FOR TENDER/BID SECURITY DECLARATION

We, _____ (Legal Name of Tenderer / Bidder) hereby confirm that we are submitting the tender for _____ (Name of the work as per Para 2 of NIT) floated by India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune.

We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune for a period as specified in table below:

Sr. No.	Case	Period of Ban*
1.	if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Bids or	2 years
2.	if, having been notified of the acceptance of our Tender by Office of the Head, Climate Research and Services, India Meteorological Department, Ministry of Earth Sciences, Govt. of India, Pune during the period of tender validity, we a) Fail or refuse to enter into rate contract with O/o the Head, Climate Research and Services, India Meteorological Department, Pune within the time limit specified and/or b) Fail or refuse to submit unconditional acceptance of Supply Order within the time limit specified and/or c) Fail or refuse to furnish the performance security in accordance with Para 7 of GCC within the time limit specified	3 years

***Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of letter with request to enter into Rate Contract or date of issue of Supply Order, as the case may be.**

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

Annexure – II

UNDERTAKING FOR MINIMUM LOCAL CONTENT

We hereby jointly and severally certify in accordance with clause '9.a' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department of Promotion of Industry and Internal Trade (DPIIT) Government of India dated 16.09.2020 that the item(s) offered meets the minimum local content of **50% / 20%** and we meet the local content as per 'Class -1 Local Supplier/ 'Class – 2 Local Supplier' (*Strike through whichever is not applicable*). The details including name of vendor and location at which local value addition is made is enclosed in the format as given in Annexure – III to General Condition of Contract (GCC).

We acknowledge that false declaration by the tenderer regarding local value addition including payments to be made to their vendors for local value addition shall be treated as a fraudulent practice under this tender for which the tenderer or its successor can be debarred for a period up to three years along with such other actions as may be permissible under the law.

In case of procurement for a value in excess of Rs. 10 crores, we also undertake to submit a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, in accordance with clause '9.b' of the Order no. P-45021/2/2017-PP (BE-II) of Ministry of Commerce and Industry, Department for Promotion of Industry and Internal Trade (DPIIT), Government of India dated 16.09.2020, after completion of works to the Head, Climate Research and Services, India Meteorological Department, Pune.

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्ते

Annexure – III

PERFORMA FOR SUBMISSION OF THE LIST OF THE GOODS, WORKS & SERVICES TENTATIVELY PROPOSED TO BE OFFERED WITH LOCAL VALUE ADDITION

Sr. No.	Description of Items (Goods/Works/Services)	Vendor	Location

STAMP & SIGNATURE OF AUTHORISED SIGNATORY

Note:

1. The undertaking shall be signed by authorized signatory of the tenderer.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

Annexure – IV

MANUFACTURER'S AUTHORIZATION CERTIFICATE

(Bidders, quoting products other than his own manufactured products, shall submit this certificate in following format)

To
The Head,
Climate Research and Services,
India Meteorological Department,
Shivajinagar, Pune – 411005

Ref. Your TE document No. e-Tender Enquiry No. CRS/SID/PUD-9016
(SatAWS)/0322/2021-22 dated _____

Dear Sirs,

We, _____ who are proven and reputable
manufacturer of _____
(name and description of the goods offered in the tender) having factories at
_____, hereby authorize Messrs.
_____ (name and address of the agent) to submit a tender, process the
same further and enter into a contract with you against your requirement as contained
in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty and AMC as Contract, read with
modification, if any, in the Special Conditions of Contract for the goods and services
offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs. _____
[Name & address of the manufacturer]

Note: This letter of authorization should be on the letter head of the manufacturing firm
and should be signed by a person competent and having legal binding to the
manufacturer.

SECTION – II: GENERAL CONDITIONS OF CONTRACT (GCC) /

अनुबंध की सामान्य शर्तें

Annexure – V

UNDERTAKING

I/We _____ [**Name of the bidder**] have read the clause(s) regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries*; I/We [**Name of the bidder**] certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority*. I/We hereby certify that [**Name of bidder**] fulfils all requirements in this regard and is eligible to be considered.

*Strike off the highlighted text in case of tenders for Works not involving possibility of sub-contracting.

Signature of authorized signatory of Tenderer

Seal of Tenderer

NOTE:

1. The undertaking shall be signed by authorized signatory of the tenderer.
2. If the aforesaid certificate given by a bidder whose bid is accepted is found to be false, it will be considered as “fraudulent practice” under clause 20 (i)(b) of General Conditions of Contract (GCC) and this would be a sufficient ground for immediate termination besides taking further action as per clause 20 (iv) and 20 (v) of General Conditions of Contract (GCC) / legal action in accordance with the laws of India.