

By Ordinary Post



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



पीडब्ल्यूएस /PWS/141/09/2018

Date :

सेवा में/To,

Subject: Non-Comprehensive Annual Maintenance Contract (NCAMC) Of "Laser Isotopes Analyzers for Water / Water Vapor Qty 01 set

प्रिय महोदय / Dear Sir,

यह संस्थान उपर्युक्त विषयानुसार सामग्री/ सेवाएँ 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/services 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 है। 14 नवंबर, 2018 तक 15:00 बजे तक।

The last date of submission of bids **14th November, 2018 up to 15:00 hrs.**

तकनीकी बोली उसी दिन 15:30 बजे ऑनलाइन पद्धति द्वारा खोली जाएगी।

Technical Bids will be opened on the same day at 15:30 hrs. by online mode only.

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।


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 (PWS/141/09/2018) में भाग लेना चाहते हैं, उन्हें वेब पोर्टल <http://www.mstcecommerce.com/eprochome/iitm> पर उपलब्ध सूचना के अनुसार पंजीकृत करना होगा।

Bidders willing to participate for the above tender (PWS/141/09/2018), has to get registered themselves on web portal <http://www.mstcecommerce.com/eprochome/iitm> as per the instruction available at there.

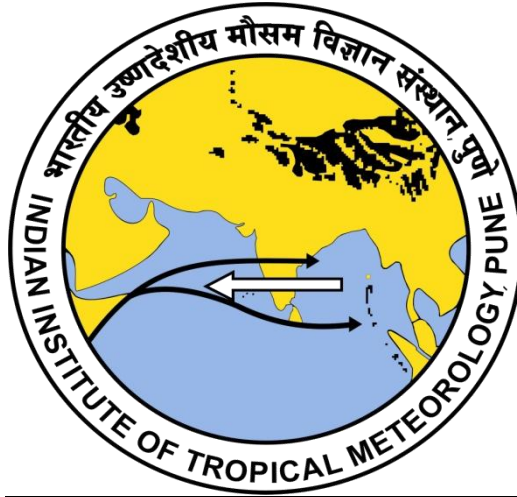
धन्यवाद/Thanking you,

Yours faithfully,


(Y. S. Belgude)

Assistant Manager
For Director

E-mail: pws@tropmet.res.in



TENDER DOCUMENT

FOR

**Non-Comprehensive Annual Maintenance Contract of Laser
Isotopes Analyzers for Water / Water Vapor
Qty 01 set**

**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 20 2586-5142

Email : pws@tropmet.res.in

Website: www.tropmet.res.in

Invitation for Bids through E-procurement

Date: 05/10/2018

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 procure the following Goods / Services for its day-to-day research. The Technical specifications, Allied requirements and Scope of Service are given in **Chapter 3** appended herewith.

Sr. No.	Tender No.	Brief Description of Goods / Services	Quantity	Single / Two Bid
1	PWS/141/09/2018	Non-Comprehensive Annual Maintenance Contract of Laser Isotopes Analyzers for Water / Water Vapor	01 Set	Two

- The bid has to be submitted online on Institute's e-procurement system hosted at website <http://www.mstcecommerce.com/eprochome/iitm> as per the process mentioned on the same website. Bidder has to register on the above website & to pay the transaction fee directly to MSTC 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 **022-2286 6261** for any technical queries regarding registration and submission of bid on the above portal.

- The address for submission of bids and for obtaining further information:

Purchase Officer
Indian Institute of Tropical Meteorology,
Dr. Homi Bhabha Road, Pashan,
Pune - 411008 (India)

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

Date & Time	Venue
NA	NA

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

i)	Bid Security / EMD of ₹ 3,000.00 (₹ Three Thousand only)
ii)	Forms as specified in Chapter No.7

- 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	14th November, 2018	Upto 1500 hrs.	As detailed at Sr. No.1
Opening of Bids (Technical Bid only)	14th November, 2018	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.

CONTENTS OF TENDER / BIDDING DOCUMENT

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3	Specifications, Allied Technical Details And Scope of Supply	26
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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
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 Contracting Institute. 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 firms providing maintenance service as given in the Scope of Work in Chapter 3.
- 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 Contracting Institute 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. In addition the Bidders should fulfil the Eligibility Criteria mentioned in Chapter 4 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 Contracting Institute ", 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 Contracting Institute requires that the bidders, suppliers and contractors observe the highest standard of ethics during 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 Contracting Institute, 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 Contracting Institute 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 <http://www.mstcecommerce.com/eprochome/litm> 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.
- 1.5.3. 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 Contracting Institute in writing at the Contracting Institute's address specified in the Special Conditions of Contract (SCC). The Contracting Institute 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 Contracting Institute shall host the response on its website, including a description of the inquiry but without identifying its source. Should the Contracting Institute 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 1.8 relating to amendment to amendment of bidding document and Clause 1.17 related to Due date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Contracting Institute 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 Contracting Institute in writing at the Contracting Institute '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 1.7.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the Contracting Institute deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause1.8 relating to amendment of Bidding Documents and Clause 1.17 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the Contracting Institute 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 Contracting Institute 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 <http://www.mstcecommerce.com/eprochome/iitm/> 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 Contracting Institute, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the Contracting Institute.

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 Contracting Institute, 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 bidder 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

- 1.9.1. 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-4 and forms as specified as per Chapter 7.

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 (**Annexure -G**) and the appropriate Price Schedule form as given in Chapter- 5 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 in the price bid (**Chapter 5**) the Agency charges of the services, it proposes to provide under the contract. Agency charges shall be in percentage of the gross monthly wages payable to manpower under the contract.
- 1.11.2. The Agency charges quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.3. The quotation should be only in Indian Rupees only.
- 1.11.4. Govt. Dues like central Service Tax, ESIC/ PPF rate shall be paid at actual rates applicable on the date.
- 1.11.5. All payments due under the contract shall be paid after deduction of statutory levies at source i.e. ESIC, IT (TDS), Service Tax, WCT etc. as applicable

1.12 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.12.1. 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 case of Foreign Bidder(s):

- a) The BS shall be submitted either by the principal or by the Indian agent.
- b) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote.
- c) The Bank Guarantee is insisted due to steep fluctuations in foreign exchange hence the foreign DDs are not accepted towards BS/EMD

B. In the case of indigenous bidders:

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

1.12.2. 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-7: **Annexure C**. No interest is payable on BS/EMD

1.12.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.

1.12.4. 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 : SBIN000454 Swift Code : SBININBB238

1.12.5. 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.

1.12.6. The bid security should be submitted in its original form. Copies shall not be accepted.

Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC only for the manufacture of the tendered goods and not for selling products manufactured by other companies.

1.12.7. 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.

1.12.8. 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.

1.12.9. 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.

1.12.10. 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 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

1.12.11. 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.

1.13 Period of Validity of Bids

1.13.1. Bids shall remain valid for minimum of **120 days** after the date of bid opening prescribed by the Contracting Institute. A bid valid for a shorter period shall be rejected by the Contracting Institute as non-responsive.

1.13.2. In exceptional circumstances, the Institute 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.

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

1.14 Format and Signing of Bid

1.14.1. 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 <http://www.mstcecommerce.com/eprochome/iitm> as per the process mentioned on the same website.

1.15.6. In case the bids are invited on single bid basis, then the Bidder shall submit his / her techno-commercial offer 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.

1.15.7. In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. In two separate envelopes. First part shall contain Technical bid comprising all documents relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Price Bid Form and Price Schedule forms. The Bidder shall prepare two copies of the bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate for both bids (parts).

1.15.8. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed and stamped 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.

1.15.9. 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

1.15 Submission of Bids

1.15.1. The bidders may submit their bids online on Institute's e-procurement portal hosted at http://www.mstcecommerce.com/eprochome/hild/buyer_login.jsp 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 <http://www.mstcecommerce.com/eprochome/iltmas> per the instruction given at the site.**
- b) Price has to be filled on Institute's e-procurement site <http://www.mstcecommerce.com/eprochome/iitm>. The scanned copy of dully filled in and signed Price Bid has to be uploaded on the above e-procurement site. The prices filled in the e-procurement site will be treated 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 MSTC E-procurement portal, bidders may directly contact to the following officials of MSTC Limited : -
 - i) Shri. Tejas V, Executive - (022) 22882854 / +91 9535718617
 - ii) Shri. Ganesh Yadav, Senior Manager - (022) 22022296 / +91 9869043055
 - iii) Smt. Lisbeth Dias, Senior Manager - (022) 22883501 / +91 9820158988

1.15.2. **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.

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

- a) Technical Bid should contain documents as listed in Clause- 1.9.1 **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 **First Envelope** and marked as **Technical Bid**.
- b) 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.

1.15.4. **Marking of Envelopes:**

- a) The inner and outer envelopes shall be addressed to the Contracting Institute 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) All envelopes 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

1.15.5. If the outer envelope is not sealed and marked as required above, the Contracting Institute 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.

1.16 Due date for Submission of Bids

- 1.16.1. Bids must be received by the Contracting Institute 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 Contracting Institute, the Bids will be received up to the appointed time on the next working day.
- 1.16.2. The Contracting Institute may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause 1.8 relating to Amendment of Bidding Documents in which case all rights and obligations of the Contracting Institute and Bidders previously subject to the due date will thereafter be subject to the due date as extended.
- 1.16.3. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <http://www.mstcecommerce.com/eprochome/iitm> e-procurement portal of the Institute.
- 1.16.4. Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <http://www.mstcecommerce.com/eprochome/iitm> as per detailed in **Annexure – M.**

1.17 Submission of Bids

- 1.17.1. 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.
- 1.17.2. 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.

1.18 Withdrawal, substitution and Modification of Bids

- 1.18.1. The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e-procurement system.
- 1.18.2. 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

1.19 Opening of Bids by the Purchaser

- 1.19.1. 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.
- 1.19.2. Bidders interested in participating in the bid opening process, should witness the tender opening process on e-procurement system.

1.20 Confidentiality

1.20.1. 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.

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

1.21 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the Contracting Institute 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 Contracting Institute. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the Contracting Institute shall not be considered.

1.22 Preliminary Examination

1.22.1 The Contracting Institute 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.

1.22.2 The Contracting Institute 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.

- i. 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 not paid Tender Fee.
v	Bidder has not agreed to give the required performance security
vi	Bid is without BS/EMD of the required amount.
vii	Bid Form is not in accordance with ITB Clause 1.10
viii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

- ii. 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.

1.23 Responsiveness of Bids

1.23.1 Prior to the detailed evaluation, the Contracting Institute 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 Contracting Institute'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.

- 1.23.2 The Institute' determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.23.3 If a bid is not substantially responsive, it will be rejected by the Contracting Institute and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.24 Non-Conformity, Error and Omission

- 1.24.1 Provided that a Bid is substantially responsive, the Contracting Institute may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 1.24.2 Provided that a bid is substantially responsive, the Contracting Institute 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.
- 1.24.3 Provided that the Bid is substantially responsive, the Contracting Institute 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 Contracting Institute 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.

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

1.25. Examination of Terms & Conditions, Technical Evaluation

- 1.25.1. The Contracting Institute 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.
- 1.25.2. The Contracting Institute shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 1.10, to confirm that all requirements specified in Chapter 3 & 4 of the Bidding Documents have been met without any material deviation or reservation.
- 1.25.3. If, after the examination of the terms and conditions and the technical evaluation, the Contracting Institute determines that the Bid is not substantially responsive in accordance with ITB Clause 1.24, it shall reject the Bid.
- 1.25.4. Technical evaluation shall be carried out based on the criteria given in **Chapter 3**

1.26 Evaluation and comparison of bids

- 1.26.1. The Contracting Institute shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.26.2. The Contracting Institute shall compare all substantially responsive technically qualified bids to determine the lowest evaluated bid, in accordance with Price Bid evaluation criteria given in Chapter 4.
- 1.26.3. To evaluate a Bid, the Institute shall only use all the factors, methodologies and criteria defined **Chapter 4. No** other criteria or methodology will be used.

1.27 Contacting the Contracting Institute

- 1.27.1. Subject to **ITB Clause 1.21**, no Bidder shall contact the Contracting Institute on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 1.27.2. Any effort by a Bidder to influence the Contracting Institute in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.28 Post qualification

- 1.28.1. In the absence of pre-qualification, the Contracting Institute 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 **Chapter 3**.
- 1.28.2. 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 Contracting Institute deems necessary and appropriate.
- 1.28.3. 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

1.29 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.

1.30 Award Criteria

Subject to **ITB Clause 1.33**, the Contracting Institute 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.

1.31 Contracting Institute's right to vary Quantities at Time of Award or later

The Contracting Institute reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Chapter 3 without any change in unit price or other terms and conditions.

1.32 Contracting Institute's 's right to accept any Bid and to reject any or all Bids

The Contracting Institute 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.

1.33 Notification of Award

- 1.33.1. Prior to the expiration of the period of bid validity, the Contracting Institute 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.
- 1.33.2. Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.33.3. Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.36**, the Contracting Institute will promptly notify each unsuccessful Bidder and discharge its bid security.

1.34 Signing of Contract

- 1.34.1. Promptly after notification, the Contracting Institute shall send the successful Bidder the Purchase Order.

1.34.2. Within twenty-one (21) days of date of the Work Order, the successful Bidder shall enter into Contract Agreement as per [Chapter 6](#).

1.35 Order Acceptance

1.35.1. The successful bidder should submit Order acceptance within 15 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 1.12.10**.

1.35.2. The order acceptance must be received within 15 days. However, the Contracting Institute 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.

1.36 Performance Security

Within 14 days of receipt of the notification of award / Work Order as per the GCC Clause 2.8, the Supplier shall furnish Performance Security for the amount specified in SCC, valid for the time 60 days after the warranty period.

CHAPTER 2

CONDITIONS OF CONTRACT

A. 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 Contracting Institute 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 Contracting Institute

		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 Contracting Institute and is named as such in the Contract Agreement.
(l)	Contracting Institute	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.100/- non judicial stamp paper within 21 days of placement of Work Order.

2.3 **Fraud and Corruption**

The Contracting Institute 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

(b) The Contracting Institute 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 Contracting Institute 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 Contracting Institute.

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 are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation,

commissioning, warranty, maintenance/replacement of spares accessories 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-7 (Annexure-J)

2.5 Scope of Work Contract

Scope of Work Contract (i.e. the Services to be performed) shall be as specified in the Chapter-3

2.6 Contractor's Responsibilities & Liabilities

The bidder shall provide / perform all Services responsibilities and responsible for liabilities as specified in SCC.

2.7 Contract price

Prices charged by the contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid during the currency of contract and extension of contract mutually agreed upon.

2.8 Performance Security (PS)

2.8.1 The amount of the Performance Security shall be as specified in SCC, valid up to the period of the contract plus 60 days.

2.8.2 Within 14 days of receipt of the notification of award of contract, the Contractor shall furnish performance security in the amount specified in SCC, valid till contract period plus 60 days.

2.8.3 The proceeds of the performance security shall be payable to the Contracting Institute as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.

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

(a)	A Bank guarantee issued by a Nationalized / Scheduled bank provided in the bidding documents.
OR	
(b)	A Banker's cheque or Account Payee demand draft in favour of the Director, IITM, Pune.

2.8.5 The performance security will be discharged by the Contracting Institute and returned to the Bidder after completion of the duration of the contract or termination of the contract without levy of any interest.

2.8.6 In the event of any contract amendment, the Contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract.

2.8.7 The order confirmation should be received within 15 days from the date of notification of award. However, the Contracting Institute 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.

2.8.8 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 Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.9 Terms of Payment

The method and conditions of payment to be made to the Contractor under this Contract shall be as specified in the SCC.

2.10 Change Orders and Contract Amendments

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

2.10.2 Contracting Institute will reserve the right at the time of award of contract to increase or decrease the quantity of services specified in the Chapter 3 without any change in charges of the offered quantity or other terms and condition.

2.11 Assignment / Subcontracts

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

2.11.2 The selected agency shall not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then Contracting Institute shall impose sanctions which shall include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.

2.12 Penalty clause

Subject to GCC Clause on Force Majeure, if the bidder fails to perform the Services specified in the Contract, the Contracting Institute 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 unperformed Services or contract value for each day or part . The SCC shall also indicate the basis for ascertaining the value on which the penalty shall be applicable.

2.13 Rights and Exclusions of the Contracting Institute

The contracting Institute holds the rights as specified in SCC and the exclusions which are specified in SCC.

2.14 Force Majeure

2.14.1 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.

2.14.2 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 Contracting Institute in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.14.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Contracting Institute in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Contracting Institute 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.

2.14.4 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 10 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.15 Termination for Default

2.15.1 The Contracting Institute may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the Contract in whole or part at any time of its convenience. The notice of termination shall specify that termination is for IITM's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and

the date upon which such termination becomes effective. IITM reserves the right to cancel the remaining part and pay to the agency an agreed amount for partially completed Services.

(a) If the Bidder fails to perform any or all of the services as specified in the contract,

(b) If the Bidder fails to perform any other obligation(s) under the Contract

2.15.2 In the event the Contracting Institute terminates the contract, the Performance Security/EMD will be forfeited.

2.16 Termination for Unlawful Acts

2.16.1 The Contracting Institute may terminate this Contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviours relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

(a) Corrupt, fraudulent, and coercive practices as defined in GCC Clause 2.3.

(b) Drawing up or using forged documents;

(c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(d) Any other act analogous to the foregoing.

2.17 Termination for Insolvency

The Contracting Institute 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 Contracting Institute.

2.18 Termination for Convenience

2.18.1 The Contracting Institute, 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 Contracting Institute's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

2.18.2 Procedures for Termination of Contracts

The following provisions shall govern the procedures for termination of this Contract:

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Implementing Unit, the Head of the Contracting Institute shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:

(i) That this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) The extent of termination, whether in whole or in part;

(iii) An instruction to the Contractor to show cause as to why this Contract should not be terminated; and

(iv) Special instructions of the Contracting Institute, if any.

(c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Contracting Institute a verified position paper stating

why this Contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Contracting Institute shall issue an order terminating this Contract;

- (e) The Contracting Institute may, at any time before receipt of the Contractor's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Contracting Institute shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The Head of the Contracting Institute may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Contracting Institute and;
- (h) The Contractor must serve a written notice to the Contracting Institute of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Contracting Institute.

2.19 Settlement of Disputes

2.19.1 The Contracting Institute 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.

2.19.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Contracting Institute 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. .

2.19.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the Contracting Institute and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 2015, 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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2.19.4 The venue of the arbitration shall be the place from where the Work Order or Contract is issued.

2.19.5 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 Contracting Institute shall pay the Supplier any monies due the Supplier.

2.20 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.

2.21 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.

2.22 Notices

2.22.1 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.

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

2.23 Period of Contract

The period of contract will be as specified in SCC

CHAPTER 2

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 (l)	<p>The Contracting Institute is: THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA</p>
GCC 2.1(m)	<p>Address where service has to render: INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA</p>
GCC 2.6	<p>A) Works contractor's Responsibility and Liability I. The Contractor shall provide all the required services and perform all related work included in the Scope of Work as specified in chapter 3.</p> <p>B) Works contractor's Responsibility and Liability regarding deployment of the manpower if any II. The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the Contracting Institute if any. III. The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed if any. IV. The Agency is responsible in providing the necessary undertaking and documentary evidence in the regard of deployment of manpower if any. V. If the manpower has to be deployed (as per the requirement), the contractor is responsible for the verification of the character and antecedents of all the personnel before their deployment at Contracting Institute and a certification to this effect will be submitted to Contracting Institute. VI. The agency shall ensure that the personnel deployed are healthy to perform the assigned duty. VII. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Contracting Institute. VIII. Agency shall arrange to maintain the daily attendance record of the personnel deployed by showing their arrival and departure time. IX. The person engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay his/her salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the contractor will be the responsibility of the service provider. X. The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in Contracting Institute The Contracting Institute shall have no liability in this regard. XI. The Contracting Institute shall remit the wages of the Manpower at actual to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall 24 make payment to its employee deployed at Contracting Institute in time. XII. For all purposes the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in Contracting Institute shall not have any claims whatsoever like employer and employee relationship against Contracting Institute. XIII. The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise. XIV. The contractor shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office. XV. The contractor shall be contactable at all times and messages sent by e- mail / fax/ special messenger form the Contracting Institute to the service provider shall be acknowledged immediately on receipt on the same day. Non Compliance to this will invoke the penalty. XVI. The Agency has to provide the photo identity cards to the persons employed by him/her during the office hours. These cards are to be constantly displayed & their loss</p>

	<p>to be reported immediately.</p> <p>XVII. The Agency personnel's working should be polite, Cordial, positive and efficient, while handling the assigned work and their action shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.</p> <p>XVIII. In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and contractor will have to make good of the losses so insures to Contracting Institute, otherwise the same will be deducted from the security deposit or from the Agency Charges payable.</p>																						
GCC 2.8.1	The amount of the Performance Security shall be 10 % of the yearly contract value , valid up to the period of the contract plus 60 days																						
GCC 2.9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:																						
	<table border="1"> <tr> <td>A</td> <td>Payment for Services supplied from India:</td> </tr> <tr> <td></td> <td>The payment shall be made in Indian Rupees, as follows:</td> </tr> <tr> <td>(a)</td> <td>No advance will be paid</td> </tr> <tr> <td>(b)</td> <td>Quarterly payment on successful completion of each quarter duly certified by end user.</td> </tr> <tr> <td>(c)</td> <td>All taxes must be clearly mentioned in commercial bid.</td> </tr> <tr> <td>(d)</td> <td>No escalation of price for services will entertained later in any case.</td> </tr> <tr> <td>(E)</td> <td>Parties has to quote as per Appendix No- I</td> </tr> <tr> <td>(F)</td> <td>E-Payment: All payments, IITM prefers to make Electronic Transfers (RTGS) / (NEFT)</td> </tr> <tr> <td colspan="2">NOTE:</td> </tr> <tr> <td>a)</td> <td>All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.</td> </tr> <tr> <td>b)</td> <td>All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the incomeTax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.</td> </tr> </table>	A	Payment for Services supplied from India:		The payment shall be made in Indian Rupees, as follows:	(a)	No advance will be paid	(b)	Quarterly payment on successful completion of each quarter duly certified by end user.	(c)	All taxes must be clearly mentioned in commercial bid.	(d)	No escalation of price for services will entertained later in any case.	(E)	Parties has to quote as per Appendix No- I	(F)	E-Payment: All payments, IITM prefers to make Electronic Transfers (RTGS) / (NEFT)	NOTE:		a)	All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.	b)	All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the incomeTax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.
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GCC 2.13	<p>Contracting Institute's Rights and Exclusion</p> <p>(A) Maintenance Service :</p> <ol style="list-style-type: none"> i. The Service Provider shall maintain a proper record of the complaints/faults as per the requirement of Contracting Institute and update regularly. The Service Provider shall also maintain a logbook and shall record every complaints/faults/failures. The Service Provider shall furnish helpline telephone numbers/mobiles/emails, besides mobile numbers & e-mail address of engineers to contact by Institute in needs/exigencies, if needed at odd hours for any repair/maintenance purposes. ii. The Service Provider would arrange for spare parts/accessories/fittings /fixtures from respective Original Equipment Manufacturer (OEM) or their authorized dealers as and when required with prior permission from Institute at no additional cost to Institute. Institute reserves the right to reject any spare parts which do not confirm to the correct standard/quality. iii. Institute reserves the rights to demand for modify/update the parameter files/configuration as advised by Institute with required awareness of its consequences and any such modification/updation to be done by the vendor without any extra cost implication. iv. The AMC shall cover all parts including cables, connectors, etc. and the Service Provider would also arrange all required measuring instruments/tools for its proper operation, performance and output as per technical specifications without any additional cost of repair/replacement. v. On expiry of the contract, the firm/Agency shall hand over the system in perfect working condition to UIDAI, failing which PBG Performance Bank Guarantee shall be forfeited. <p>(B) For Manpower</p> <ol style="list-style-type: none"> i. The Contracting Institute shall have no liability in for any accident/medical/health related liability for the personnel deployed by Agency at Contracting Institute. ii. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Contracting Institute at Agency's own cost. 																						

	<p>iii. No leave of any kind to the personnel shall be sanctioned by Contracting Institute's authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel.</p> <p>iv. The deployed personnel of the contractor shall not claim any absorption at any cadre in Contracting Institute at any point of time.</p> <p>v. The person deployed shall not claim any master & servant relationship against this office.</p> <p>vi. The Contracting Institute shall not be liable to provide any residential accommodation to the personnel.</p> <p>vii. The personnel provided by the Agency will not claim to become the employees of the Contracting Institute and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Contracting Institute.</p> <p>viii. Decision of Contracting Institute in regard to interpretation of the Terms and Conditions of the Agreement shall be final and binding on the Agency. ix. Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at Contracting Institute.</p> <p>ix. The Contracting Institute may check and ensure that the personnel engaged by the agency, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by state/ Central Govt Labour department under minimum wages Act.</p> <p>x. Contracting Institute's authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.</p> <p>xi. Contracting Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the IITM and maintain liaison with the police. FIR will be lodged by the IITM Wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility shall be fixed.</p> <p>xii. In case of any loss that might be caused to the IITM due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the IITM shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the IITM besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the IITM shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.</p> <p>xiii. In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the IITM shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.</p> <p>xiv. In case of breach of any of the terms of agreement, the performance security deposit of the agency shall be liable to be forfeited by the IITM. In addition, the contract/Agreement will also be liable to be terminated. Any sum of money due or payable to the IITM including the security deposit refundable to him under the contract can be appropriated by the IITM against any amount which the agency may owe to the IITM.</p>
GCC 2.21	The place of jurisdiction is Pune, India.
GCC 2.22.1	<p>For notices, the Contracting Institute 's address is</p> <p>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: pws@tropmet.res.in</p>
GCC 2.23	The period of contract will be for 01 year.

CHAPTER 3

SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

(Wherever there is conflict between chapter 3 and Tender Document, the conditions given in chapter 3 will prevail over those in other parts of Tender Documents)

Specifications of Non-Comprehensive Annual Maintenance Contract of Laser Isotopes Analyzers for Water / Water Vapor Qty 01 set

Detailed Scope of Work.

3.1 The Scope of work includes overall maintenance of LGR IWA-45EP.

- **Scope:**

Cleaning / Checking / Servicing / calibration / inspection / troubleshooting / replacement at site wherever possible including replacement with new spares as and when required (Required spares purchase separately by IITM). Routine visit / Inspection twice in a year. We shall maintain good engineering practices during the execution of the job and all old spares, scrap, packaging materials, jute left over materials etc. shall be removed after completion of work. Proper cleaning of the work site will be ensured after completion of the job.

- **Exclusion:**

1. Any major turn-key erection work.
2. Specialized servicing of associated systems like Printers/PCs/Laptops etc.
3. Any associated civil work.

- **Working Hours:**

Normal Visit Hour: Normally 10.00 AM to 5.00 PM

1) Details of Client Instruments of AMC:

Servicing and repairing will Non-Comprehensive type and instrument covered under this will be:

Sr. No.	Description	Qty
1.	LGR IWA-45EP	01

2) List of major tools, Tackles and required consumables:

- Following minimum tools and Tackles at site will be available with axis personnels to execute the contract:
 1. Screw driver sets
 2. Spanner sets
 3. Sets of slide wrenches and pipe wrenches
 4. Digital multi-meter
 5. Allen key sets
 6. Torch lights
 7. Soldering irons
 8. Soldering irons
 9. Pliers set
- **Man Power:** We shall organize necessary man power at site who will remain available during service and maintenance visits.

Penalty:

- a. In the event of breakdown after communication from IITM representative it's duty of contactor to reach the site at the earliest and should restore the system to normal working condition, failing to which penalty will be imposed on the contractor. The penalty will be 5% of total quarterly bill per day and maximum of 20% of total quarterly bill will be imposed and remaining payment will be done.
- b. In case of repeated failures/unsatisfactory performance, Director IITM will be at liberty to terminate the contract at any time.

3.2 Payment Terms:

The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

A Payment for Services supplied from India:

The payment shall be made in Indian Rupees, as follows:

- (a) No advance will be paid
- (b) Quarterly payment on successful completion of each quarter duly certified by end user.
- (c) All taxes must be clearly mentioned in commercial bid.
- (d) No escalation of price for services will entertained later in any case.
- (e) Parties has to quote as per **Price Schedule**
- (f) **E-Payment:** All payments, IITM prefers to make Electronic Transfers (RTGS) / (NEFT)

NOTE:

- a) All payments due under the Contract shall be paid after deduction of statutory levies at source (like ESIC, Income Tax, etc.), wherever applicable.
- b) All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the incomeTax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.

3.3 Eligibility:

- a. The bidder must have proper 3 years experience in working with OA-ICOS system, failing to which bidder will be disqualified.

3.4 Safety:

- a. It shall be duty of contractor to acquaint your staff with all safety rules and regulations as proposed by any statutory authorities.
- b. Contractor shall indemnify IITM against any violation of Safety laws, rules and regulations while carrying out operations as required by the contract.
- c. All liabilities, owing to injury/death due to negligence or miscommunication or during discharging regular work of the contractor staff will be on you and what so ever the work, in any case IITM will not be responsible for any liabilities of injury/death etc. It's the duty of contractor to guide the staff regarding safety measures.
- d. All the staff of you while working on electrical installation & infrastructure should use adequate safety/protection equipment.

CHAPTER 4

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- 7**.
- 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- 7**.
The Bidder should be a manufacturer /authorized represent 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 3.1) and **the incomplete bid will be rejected**. The bidder should also quote for all incidental services. The bid will be commercially evaluated for the components in the scope of supply.
- 3) The bidder should have manufacturer/Authorised representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the "Technical Specification". The **Manufacturers' Authorization Form Chapter-7: 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) The bidder (OEM/Direct Distributor/Dealer) should have maintained during **past 3 years, at least two similar equipments / systems** 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-7, Annexure D). Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the **satisfactory operation of the equipment / system**.
 - b) 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**).
 - c) That adequate and specialized expertise is already available **or** will be made available following the execution of the contract in the Contracting Institute's country, to ensure that **the support services are responsive and adequate** as per **ITB 1.13.2(c)**.
- 5) The Indian Agents of foreign manufacturers/ suppliers quoting directly on behalf of their principals for items appearing in the **restricted list of the current EXIM policy of the Govt. of India** must be registered with DGS&D.
- 6) Either the Indian Agent on behalf of the foreign principal or the foreign principal directly could bid in a tender **but not both**. However, the offer of the Indian Agent should also accompany the authorization letter from their principal. Further, to maintain sanctity of tendering system **one Indian agent cannot represent two different foreign principals in one tender**.

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

CHAPTER 5- 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: - Non-Comprehensive Annual Maintenance Contract of Laser Isotopes Analyzers for Water / Water Vapor Qty 01 set

Sr. No.	Description	Qty	Year	Basic Cost	Taxes & Duties	Total Cost.
A	N-CAMC of Laser Isotopes Analyzers for Water / Water Vapor	01 Set	One Year			
		Grand Total				

NOTE: Detail Taxes structure schedule should be clearly mentioned.

SIGNATURE OF AUTHORISED PERSON

CHAPTER 6

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 Contracting Institute"), 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 Contracting Institute 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 Contracting Institute 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 and Technical Specifications)
(e)	The Supplier's Bid and original Price Schedules
(f)	The Contracting Institute'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 Contracting Institute to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Contracting Institute to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
05. The Contracting Institute 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 Council of Scientific & Industrial Research

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 7

OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Manufacturers' Authorization Form (NOT APPLICABLE)	B
3	Bid Security Form / Earnest Money Deposit	C
4	Performance Statement Form	D
5	Deviation Statement Form/ Eligibility Criteria's Compliance State	E
6	Service Support Detail Form	F
7	Bid Form	G
8	Performance Security Form	H
9	Acceptance Certificate Form (NOT APPLICABLE)	I
10	Indemnity Bond	J
11	Eligibility Certificate	K
12	Non Black List Certificate	L

NOTE 1: The Annexure –A, B, C, D, E, F, G, K, L, and M should be submitted along with the offer / quotation.

NOTE 2: The Successful Bidder shall submit Documents with reference to Annexure – H, I and 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.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

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 Contracting Institute]*

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 Clause 2.20 of the General Conditions of Contract, 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 FORM

Whereas _____
(hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Contracting Institute 's Tender
No. _____

KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at
_____ are bound unto _____ (hereinafter called the "Contracting
Institute ")

In the sum of _____

For which payment will and truly to be made to the said Contracting Institute , the Bank binds itself, its
successors and assigns by these presents. Sealed with the Common Seal of the said Bank this
_____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Contracting Institute during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Contracting Institute up to the above amount upon receipt of its first written demand, without the Contracting Institute having to substantiate its demand, provided that in its demand the Contracting Institute will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(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 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 Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

PERFORMANCE STATEMENT FORM

Details of similar equipment / systems maintained during past 3 years in India & Abroad

Name of the Firm _____

Order Placed by (full address of Contracting Institute)	Order No. and date	Description and quantity of ordered equipment	Value of order	Remarks indicating reasons for Non performance, if any	Has the equipment been installed/ working satisfactory? (Attach a certificate from the Contracting Institute / Consignee)	Name of Contact person along with Telephone No., FAX No. and e-mail address

Signature and Seal of the manufacturer/Bidder / Service Provider

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

Eligibility Criteria should have the documentary proof for below points

Sr. No.	Item	Compliance Yes / No	Remarks
1	Bidder should not have any record of having been black listed by any Govt. / Public sector organization in the last Three years.	Yes / No	
2	Bidder should be a company registered under the Companies Act, 1956 since last 3 years.	Yes / No	
3	Bidder must have Sales Tax and Income Tax Registration Certificate.	Yes / No	
4	Bidder should provide Excise details (Excise no/ Excise Range/ Excise Division/ etc...)	Yes / No	
5	Bidder should be registered with CST/LST/Service Tax certificate. (should enclose the copies)	Yes / No	
6	Bidder should provide copies of registration certificates for MVAT and service tax along with the technical proposal.	Yes / No	
7	Bidder should possess PAN card in the name & style of the Company. The copy should be attached along with the technical proposal.	Yes / No	
8	Bidder should have a dedicated & well-equipped, Pune based Office of operation that will also act as a spare parts stocking center.	Yes / No	
9	Bidder should provide complete escalation matrix elaborating their organizational details.	Yes / No	

Date:

Signature of the Tenderer

SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of equipments serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

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

Place :

Date :

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No. :

To : Director, IITM, Pune

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: [Insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [Insert a brief description of the Goods and Related Services] as specified in Chapter 3
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: [Insert the total bid price in words and figures, indicating the various amounts and the respective currencies]
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.13, from the date fixed for the bid submission due date in accordance with ITB Clause 1.15 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.36 and GCC Clause 2.8 for the due performance of the Contract
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [Insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : [Insert signature of person whose name and capacity are shown]

In the capacity of [Insert legal capacity of person signing the Bid Submission Form]

Name : [Insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [Insert complete name of Bidder]

Dated on _____ day of _____, _____ [Insert date of signing]

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 Contracting Institute with a covering letter to compare with the original BG for the correctness, genuineness, etc.

Acceptance certificate form

No.

Dated:

M/s.

Sub: Certificate of commissioning of equipment

01. This is to certify that the equipment as detailed below has/have been received in good condition along with all the standard and special accessories (subject to remarks in Para 2). The same has been installed and commissioned.

(a)	Contract No. Date:	
(b)	Description of the equipment	
(c)	Name of the consignee	
(d)	Scheduled date of delivery of the consignment to the Laboratory / Institutes	
(e)	Actual date of receipt of consignment by the Laboratory / Institutes	
(f)	Scheduled date for completion of installation/commissioning	
(g)	Actual date of completion of installation/commissioning	
(h)	Penalty for late delivery (at Laboratory / Institutes level) Rs.	
(i)	Penalty for late installation (at Laboratory / Institutes level) Rs.	

02 Details of accessories/items not yet supplied and recoveries to be made on that account:

Sr. No.	Description	Amount to be recovered

03 The acceptance test has been done to our entire satisfaction. The supplier has fulfilled his contractual obligations satisfactorily

OR

The supplier has **failed to fulfil** his contractual obligations with regard to the following:

Sr. No.	Failure	Amount to be recovered
(a)		
(b)		
(c)		

The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated at para03.

For Supplier

Signature

Name

Designation

Name of the firm

Date

For Contracting Institute

Signature

Name

Designation

INDIAN INSTITUTE OF TROPICAL METEOROLOGY

Date

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) Joint Venture, 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 Contracting Institute 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 _____

This is an E- Procurement event of IITM, Pune. The E-Procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions of this tender before submitting their online tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.

Process of E-Tender :

A) Registration: The process involves Bidder's registration with MSTC E- Procurement portal which is free of cost. Only after registration, the Bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders have to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE TECHNICAL BID, COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT
www.mstcecommerce.com/eprochome/iitm

- Bidders are required to register themselves online with www.mstcecommerce.com/eprochome/iitm/ -> Register as vendor -- Filling up details and creating own user id and password and submit the details.
- Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact IITM, Pune /MSTC, (before the scheduled time of the e- tender).

Contact person (IITM):

V. R. Mali

Scientific Officer Grade - II
Telephone No. : 020 25904483

Contact person (MSTC Ltd):

1. Shri Ganesh Yadav

Sr. Manager

Tel. No.: 022 22022096 / +91-9869043055

e-mail: ganeshyadav@mstcindia.co.in

2. Shri. Jamil Akhtar

Sr. Manager

Tel. No.: 022 22022296 / +91-9869043055

e-mail: jakhtar@mstcindia.co.in

3. Smt. Lisbeth Dias

Sr. Manager

Tel No: 022 22883501 / +91-9820158988

email: lpadickan@mstcindia.co.in

B) System Requirement:

System Requirements are indicated under **Vendor Guide** available on Login Page of Website:

www.mstcecommerce.com/eprochome/iitm

Latest version of Java software to be downloaded and installed in the system. Security level should be medium

To enable ALL active X controls and disable 'use pop up blocker' under Tools->Internet Options-> custom level (Please run IE settings from the page www.mstcecommerce.com once). **Prospective vendors are suggested to refer to "Vendor Guide" at www.mstcecommerce.com/eprochome/iitm.**

- Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- Part II Commercial bid will be opened electronically of only those bidder(s) whose Part-I Technical Bid is found to be acceptable by IITM, Pune. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them.

- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

C) Special Note towards Transaction fee: Transaction fee is to be paid by RTGS/NEFT to **MSTC Limited**. Vendor required to use link "Transaction Fee Payment" for generating. The detail procedure and to generate Challan for bank account details can be checked under **Vendor Guide** provided on Login Page of Website :

www.mstcecommerce.com/eprochome/iitm

OR

Vendor Guide Can be Downloaded from below URL:

<http://www.mstcecommerce.com/eprochome/Vendor-Guide-V5.pdf>

- **NOTE:** The bidders should submit the transaction fee **ON OR BEFORE THE PRESCRIBED DATE** as they will be authorized for bid submission only after receipt of transaction fee by MSTC.
- Click on Transaction Fee Payment -> Select event no from the drop down box -> Select NEFT/ RTGS or Online Payment.
On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Take the printout of the challan and make the payment. There shall be auto authorization of payment. Bidder shall be receiving a system generated mail.
- Bidders may please note that the transaction fee should be deposited by debiting the A/C of the bidder only;

<p>transaction fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is nonrefundable.</p> <ul style="list-style-type: none"> In case of failure to submit the payment towards Transaction fee for any reason, the Bidder, will not have the access to online E-Tender.
<p>D) All notices. /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IITM, Pune. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of Bidder with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
<p>E) E-Tender cannot be accessed after the due date and time mentioned in NIT.</p>
<p>F) Bidding in E-Tender:</p> <ul style="list-style-type: none"> Bidder(s) need to submit necessary Transaction fees to be eligible to bid online in the E-Tender. Transaction fees are non refundable. The process involves Electronic Bidding for submission of Technical and Commercial Bid The bidder(s) who have submitted the above fees can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com/eprochome/iitm/ → Vendor Login → My menu→ Auction Floor Manager→ live event →Selection of the live event The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Technical bid. If this application is not run then the bidder will not be able to save/submit his Technical bid. After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the "Final submission" button to register their bid Bidders are instructed to use 'Attach Docs' link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB. <p>G) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>H) During the entire E-Tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>I) The E-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>J) All electronic bids submitted during the E-Tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.</p> <p>K) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>L) Purchaser reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>M) Submission of bid in the E-Tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <ul style="list-style-type: none"> Unit of Measure (UOM) is indicated in the E-Tender. Rate to be quoted should be as per UOM indicated in the E-Tender floor.
<ul style="list-style-type: none"> The Purchaser has the right to cancel this E-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<ul style="list-style-type: none"> The online tender should be submitted strictly as per the terms and conditions and procedures laid down on website www.mstcecommerce.com/eprochome/iitm/ of MSTC Ltd.
<ul style="list-style-type: none"> The bidders must upload all the documents required as per terms of NIT / Tender Document. Any other document uploaded which is not required as per the terms of the NIT / Tender Document shall not be considered. The bid will be evaluated based on the filled-in technical & commercial formats.
<ul style="list-style-type: none"> The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, appropriate punitive action / legal action can also be taken against defaulting bidders.
<ul style="list-style-type: none"> Bidders are requested to read the Bidder guide and see the video in the page www.mstcecommerce.com/eprochome/iitm/ to familiarize them with the system before bidding.