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Department of Horticulture and Food
Processing, Uttarakhand

Request for Proposal (RFP)

For

“Selection of WINDS Implementation Partner (WIP) for Setting-
up of AWS/ARGs and providing weather datasets as per the
guidelines of Weather Information Network Data System
(WINDS)”

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Request for proposal (RFP) for Selection of WINDS Implementation Partner (WIP) in Uttarakhand

1. INTRODUCTION

This tender document is for obtaining services of reputed empaneled technical/research agencies for installation of Automatic Weather Station (AWS) at Block level and Automatic Rain Gauge (ARG) at Gram Panchayat (GP) level as per the WINDS Manual 2023, as amended from time to time. Presently, services are required for installation of Automatic Weather Station (AWS) at Block level and ARG at Gram Panchayat (GP) level in all 13 districts in Uttarakhand state.

In case any difference is found in interpretation or reference of terms & conditions and various provisions as mentioned in the Tender document, the terms & conditions and provisions of the WINDS Manual 2023, as amended from time to time, shall be final and binding in all situations to all stakeholders.

WINDS Manual 2023 are available on portal <https://pmfby.gov.in/winds>. Bidders are requested to download the manual and read thoroughly.

This RFP is for obtaining services of empaneled agencies for "Providing weather data by creating Weather Information Network Data System (WINDS) across the Uttarakhand".

2. BACKGROUND

On the background of climate change and its direct and indirect impact on the agriculture sector like increased agriculture risk due to extreme weather events, frequent drought and flooding conditions increased dry spells of rainfall and increased rainfall intensity. Crop insurance is an essential tool to reduce agriculture risk. For effective implementation of crop insurance under PMFBY/RWBCIS, there is an urgent need to increase the density of the AWS/ARG network.

Department of Agriculture & Farmer Welfare (DA & FW) is in process of nationwide rollout of Crop Yield Estimation system based on the Technology under PMFBY. Availability of weather data at IU level is very important for preparation of term sheet in RWBCIS and also an important input in yield estimation using technology. Accordingly, DA & FW is considering to create a Weather Information Network Data System (WINDS).

WINDS shall be a mechanism to integrate weather data, pooled from different weather observation systems in the country, into a single national level Data Hosting Platform (DHP). This digitally integrated platform for hosting long-term, hyperlocal, quality checked and reliable weather data will synergize the efforts and the data collected by different stakeholders for larger usage in risk mitigation strategies of the Governments and ensure seamless and near real time dissemination of services.

WINDS will be a national level initiative which will integrate the existing infrastructure and expertise available with IMD, various State Governments and public/private technical organizations.

2.1 GENERAL APPLICATIONS

The availability of long-term hyperlocal, accurate and reliable weather data is crucial for making informed decisions, managing risks, and planning for the future. Long-term weather data, also known as historical weather data, can be valuable in various applications, such as:

- I. Agriculture/Horticulture
- II. Insurance and Risk Assessment
- III. Disaster Management
- IV. Climate Research and Environmental Studies







- V. The long-term weather datasets are also useful in a number of other sectors as Urban Planning, Energy Sector, Transportation and Logistics, Tourism etc.

2.2 WINDS FOR AGRICULTURE/HORTICULTURE RISK ASSESSMENT AND PROTECTION

Good quality long-term hyperlocal weather data play a crucial role in the crop insurance sector, PMFBY, RWBCIS and other crop insurance schemes and products in India:

- I. Risk Assessment: Long-term weather data helps assess the risk associated with weather-related perils in specific regions. By analyzing historical weather patterns, crop insurance companies can identify areas prone to droughts, floods, hailstorms, frost, or other weather events. This information allows to evaluate the likelihood and severity of potential losses and set appropriate premiums and coverage levels.
- II. Actuarial Modelling, Underwriting, Pricing and Premium Setting: Long-term hyperlocal weather data assists in the development of statistical models that estimate the probability and magnitude of crop losses due to various weather perils. These models help in taking informed underwriting decisions and help in policy pricing, coverage terms, and overall risk management strategies. This includes setting coverage limits, deductibles, and for setting pricing and premium based on the historical likelihood of weather-related losses for specific crops and regions.
- III. Weather index development and triggers for indemnity payment: Weather data, such as rainfall, temperature, humidity and wind speed, collected from weather stations or satellite sources, is used to develop customized weather indices that correlate with crop growth, yield or specific crop risks (e.g., drought, excess rainfall, frost). It is further utilized to determine if the predefined thresholds or triggers for indemnity payments have been reached. Insurance payouts are triggered when weather conditions deviate from the expected norms and adversely affect crop yields. Weather data helps in determining the timing and extent of crop losses and facilitating claims settlement. The Operational Guidelines of RWBCIS mandates to ensure 100% of weather data must be from Automatic Weather Station (AWS) and Automatic Rain Gauge (ARG) only.
- IV. Crop Yield Estimation: Weather parameters, such as precipitation, temperature, solar radiation and humidity, in combination with satellite remote sensing data are used to estimate crop yields. By analyzing historical weather patterns and using crop growth models, regression models or machine learning algorithms, relationships between weather variables and crop yields can be established for predicting potential crop yields in a specific region. Weather datasets are already used for crop yield estimation under PMFBY and forms and integral part of the YES-TECH initiative.

Summary of weather datasets that are useful for capturing various crop risks are presented as below:

Summary of crop risks and related weather datasets

Sr. No	Risks	Weather variables
1.	Drought/Prolonged dry spell	Rainfall, Rainy days, Dry days
2.	Flood	Cumulative rainfall, rainfall intensity
3.	Cyclone	Cumulative rainfall, rainfall intensity, Wind Speed
4.	Hailstorm	Rainfall
5.	Unseasonal rain	Rainfall amount, rainfall intensity & duration
6.	Frost	Minimum temperature, sunshine hours, wind Speed
7.	Heat waves	Maximum temperature
8.	Cold waves	Minimum temperature
9.	Pest/disease	Humidity, temperature

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AWS/ARG datasets are of immense use for improving crop loss estimation procedures under PMFBY and RWBCIS for the risks listed below:

- a) Prevented / failed sowing / planting
- b) On-Account payment of claims due to mid-season adversity
- c) Localized Calamity
- d) Post-Harvest Losses
- e) Dispute resolution regarding Yield Data/Crop loss
- f) Designing of Triggers and Term-Sheets
- g) Technology based direct yield estimation

With this background Department of Horticulture, Government of Uttarakhand invites Request for Proposal (RFP) from companies/firms/agencies empaneled by WINDS committee **for setting-up of AWS/ARGs and providing weather datasets** across the Uttarakhand as per the guidelines of Weather Information Network Data System (WINDS) 2023 as amended from time to time.

The Request for Proposal (RFP) response should be submitted online through e-tender portal.

A set of hard copy of RFP response along with original copy of EMD/Bid Security mentioned in clause 9 EMD/Bid Security, submitted online should be submitted in a sealed envelope (hard copy of financial bid should not be submitted) in person on the technical bid opening date in the Office mentioned below:-

Directorate of Horticulture and Food Processing,

Udyan Bhawan, Chaubatia-Ranikhet, Almora (Uttarakhand)

3. SCOPE OF WORK

The Winds Implementation Partner (WIP) selected by Director of Horticulture, Uttarakhand for implementation of WINDS, shall comply with the scope as defined in the WINDS Manual 2023, as amended from time to time.

3.1. The scope of work includes the following:

- Supply of uninterrupted real time quality weather data after Installation of Automatic Weather Stations with following components:
 - Air Temperature
 - Relative Humidity
 - Wind Speed & Direction
 - Rainfall Sensor: Rain Gauge (Precipitation)
 - Data Logger & Power Unit
 - Communication Unit & Server
 - Civil & Fencing Work
- Supply of uninterrupted real time quality weather data for the Agreement period and maintenance of entire AWS/ARG network which includes regular calibration, maintenance, and replacement of AWS/ARG site, sensors, equipment, and other accessories.

3.2 AWS/ARG- INSTALLATION, CALIBRATION, MAINTENANCE, VALIDATION, DATA TRANSMISSION AND VALIDATION -

- The WIP shall comply with the guidelines and protocols for installation of AWS/ARG network under WINDS, data transmission quality control and quality assessment procedures, data storage, and data dissemination, as per the WINDS Manual 2023, as amended from time to time.

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- The AWS should be established at Block Level in Block Level Offices and ARG should be established at Gram Panchayat Level in Panchayat Bhawan premises as per general siting and exposure condition for AWS/ARG station mentioned in WINDS Manual 2023 or decided by the competent authority as per WINDS Manual.

4. PAYMENT TERMS

The Department shall release funds for implementing WINDS to WIP as per the Payment Terms mentioned in the WINDS Manual 2023, as amended from time to time.

Payment Terms & Timeline		
Instalment	Description	Release Timeline
1 st	Advance 20% of the procurement cost of weather data for Five-year tender cycle against the BG/PBG as per WINDS manual.	Within 15 working days after the award of the work order
Subsequent (Quarterly from the 3rd Quarter Onwards)	On Actuals against quality-verified data as per WINDS portal. The advance paid in the first tranche will be amortized across 18 equal instalments which will be adjusted from the quarterly invoice at the time of payment.	After the submission of Quarterly Invoices

5. DISPUTE RESOLUTION

The escalation mechanism for dispute resolution shall be built into the WIND Portal/App and shall follow the following structure:

Level 1: The WIP's representative and the Assistant Development officer (Horticulture) posted in every block office responsible for implementation of WINDS, shall review the complaint/objection and resolve the same within 3 days.

Level 2: If any of the stakeholders are not satisfied with the Level 1 resolution, the matter shall be escalated to a District level committee comprising of the concerned District Level Officer (Dy. Director, Horticulture) responsible for implementation of WINDS and an agrometeorologist/agronomist from any government institution (IMD, ICAR, KVKs, SAUs, etc.), who shall review the objection raised and resolve the matter within 7 days of escalation, after verifying the AWS/ARG siting and/or data quality norms and shall notify the WIPs for taking corrective action with defined timelines not more than 7 days.

Level 3: Any issue which remains unresolved at level 2 of the escalation mechanism, shall be escalated to a State Level Coordination Committee (SLCC), officer from IMD's Meteorological Centre's head office in the State or Regional Meteorological Centers (RMCs), who shall review the escalation and pass a speaking order on the matter within 7 working days of the escalation.

Level 4: The WINDS Committee shall act as appellate authority in case any dispute between the stakeholders is not resolved at level 3 of the escalation mechanism. The order of WINDS Committees shall be final and binding on all parties. For this, the WINDS committee shall call for a meeting of all the concerned stakeholders and external experts, if necessary, within 7 working days of the date of receipt of appeal in which views of all the stakeholders shall be recorded. The WINDS Committee will hear the appeal and pass a speaking order within 15 days of the date of receipt of appeal, after hearing all the stakeholders' implementing WINDS.

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In case, more than 10% of the total AWS/ARG locations in a district are affected due to siting or data quality issues, the WINDS committee can suo moto or on the recommendation of the State/UT or other stakeholders, can take cognizance of the matter and issue directions for resolution or serve a show cause notice or warning to the WIP.

6. PENALTY PROVISIONS

- Selected WIPs shall comply with the guidelines in WINDS manual and the instructions issued by the Government from time to time. Non-compliance to guidelines shall attract penalty.
- Penalty will be imposed on the WIPs based upon the Service Level Agreement (SLA) indicators of compliance to specifications, timelines and data quality.

Service Level Agreements (SLA)

6.1 Delay in commissioning of AWS/ARG from stipulated timelines.

The liquidated damage shall be 0.5% of procurement cost of weather data for the agreement period for delayed commissioning of AWS/ARG per week or part thereof, on pro-rata basis. The maximum amount of liquidated damages shall be 10% of the procurement cost of weather data for the agreement period.

6.2 Missing/erroneous Weather Data

- In case any AWS / ARG station does not transmit at least 90% of the data packets in a given day it would mean that the AWS/ ARG station is not functioning for that given day and no rental cost for such AWS/ARGs for the day shall be payable.
- In addition, a penalty upon per day data rental cost of AWS and ARG respectively shall be levied for each day of erroneous/missing data irrespective of number of weather parameters. Thereafter, the penalty shall increase gradually with each day of continuous erroneous/missing data.
- However mobile data network failure due to unforeseen circumstances, such as natural calamities, vandalization, etc., will be excluded, case wise on merits of situation while calculating the period of failure.
- The penalty shall be calculated on the basis of the yearly rental cost of the AWS and ARG station data as per the table below.

Penalty Calculation

S No	No. of Days or part thereof beyond Timeline	Penalty (Percentage of Yearly rental cost of the AWS and ARG station data)
1	Upto3 Days	0.00%
2	4	0.50%
3	5	0.50%
4	6	0.50%
5	7	1.00%
6	8	1.50%
7	9 and more	2.00%

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7. ELIGIBLE AGENCIES

This process is open to applicants who are empaneled as Winds Implementation Partners (WIPs) by WINDS committee.

8. INVITATION OF BIDS

An RFP is published to invite tenders from the Winds Implementation Partner (WIP) for Setting-up of AWS/ARGs and providing weather datasets as per the guidelines of Weather Information Network Data System (WINDS 2023) for five years.

The tender is initially for a tenure of five years, extendible for a period of further two years based on the performance evaluation of the WIPs as per the Monitoring and Evaluation (M&E) framework to be notified by the WINDS Committee.

- Two bids system consisting of technical bid and financial bid is to be submitted offline through sealed pack to Department of Horticulture and Food Processing, Government Garden, Circuit House, Dehradun (Uttarakhand).
- Technical bid consisting of all the required technical information.
- Financial bid indicating rental cost of supply of weather data for the scope of work and deliverables mentioned in the technical bid to be submitted online.

9. EMD/BID SECURITY

- a. A Bidder is required to deposit, along with its Bid, a Bid Security / EMD of Rs. 50,000/- (Fifty Thousand Only) refundable not later than 45 days from the Bid Due Date.
- b. The MSME and startups having valid registration certificate of the appropriate authority shall be exempted from submission of EMD, wherever applicable as per relevant rules.
- c. The Bidders will have an option to provide Bid Security / EMD in the form of an account payee NEFT/RTGS/IMPS Demand draft, Fixed deposit receipt banks cheque, Insurance security bonds or and bank guaranty from any Indian commercial bank in favour of "The Director Horticulture and Food Processing, Uttarakhand" payable at Ranikhet, and in such event, the validity period of the demand draft or bank guarantee, as the case may be, shall not be less than 45 days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security / EMD.
- d. The bid security may be forfeited:
 - If a bidder withdraws his bid during the period of bid validity specified above.
 - In the case of a successful bidder, if the bidder withdraws or amends the tender document or impairs or derogates from the tender document.
 - In case of the successful bidder, if the bidder fails to sign the Agreement within the stipulated timelines.
 - In case successful bidder fails to submit the performance security, within the stipulated timelines.
- e. A Bidder is required to deposit tender fee Rs. 1,000/- + 18% GST along with its tender. The amount of tender fee may be paid through Account Payee DD in favour of "The Director Horticulture and Food Processing, Uttarakhand" payable at Ranikhet.

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10. PERFORMANCE SECURITY

- 10.1 The performance evaluation of the WIP shall be done as per the Monitoring and Evaluation (M&E) framework, as described in the WINDS Manual 2023, as amended from time to time.
- 10.2 The Performance Security shall be 2 lakhs per cluster for 5 years and shall be submitted within 15 days of signing of the Agreement.
- 10.3 The amount of performance security may be paid through Account Payee DD/Fixed Deposit Receipt (FDR)/ Bank Guarantee (PBG)/Insurance Bonds in favour of "The Director Horticulture and Food Processing, Uttarakhand" payable at Ranikhet.
- 10.4 The performance security shall be valid for at least 60 (Sixty) days beyond the completion of the period of Agreement and shall be denominated in Indian rupees payable at "The Director Horticulture and Food Processing, Uttarakhand" payable at Ranikhet. issued by a scheduled bank in India through its branch in India.
- 10.5 The performance security shall be discharged by Director Horticulture, UTTARAKHAND. and returned to the WIP within 60 days from the date of final certificate, certifying the fulfilment of the performance obligations under this Tender Document. However, it is clarified that the performance security shall be interest free.

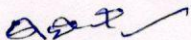
11. PROCESS BEFORE SUBMISSION OF RFPS: -

- I. **Raising of queries/clarifications on Request for RFP document:** The applicants requiring any clarification on this document should submit their written queries on or before at dirudyanhorti@gmail.com, missionhortiuk@gmail.com
- II. **Modification in Request for RFP document:** At any time prior to the deadline for submission of RFPS, Director, Horticulture, Uttarakhand. may modify any part of this document. Such change(s) if any may be in the form of a corrigendum and will be uploaded in website-www.shm.uk.gov.in. All such change(s) will automatically become part of this Request for RFP and binding on all applicants. Interested applicants are advised to regularly refer the URLs provided above.
- III. **Extension of date of submission of RFPS:** Request for extension of date for submission of RFPS will not be entertained. However, the Director, Horticulture and Food Processing, Uttarakhand. at its discretion may extend the deadline in order to allow prospective applicants a reasonable time to take the amendment/changes, if any into account or for any other reason whatsoever.

12. PROCESS AFTER SUBMISSION OF RFPS:

- a) All RFPS received by the designated date and time will be examined by Tender Inviting authority to determine if they meet criteria/terms and conditions mentioned in this document including its subsequent amendment(s), if any and whether RFPS are complete in all respects.
- b) On scrutiny, the RFPS NOT found in desired format /eligible/ incomplete/not containing clear information, in view of mentioned criteria, to permit thorough analysis or failing to fulfil the relevant requirement will be rejected for further evaluation process.
- c) Director, Horticulture and Food Processing, Uttarakhand reserves the right, at any time, to waive any of the requirements of this Request for RFP document.

If deemed necessary, Tender Inviting authority may seek clarifications on any aspect of RFP from the applicant. If a written response is requested, it must be provided within 03 days beyond the response received, if any will not be considered.



13. DOCUMENT TO BE PROVIDED IN TECHNICAL BID

The agencies shall submit the following documents in Technical Bid: -

- a) A brief profile of agency mentioning address of its registered head office, address of local office in Uttarakhand Contact no. (Mobile, landline, fax and email id), names of important persons who may be contacted etc as given format as—

Particulars	Authorized Signatory for Signing the RFP	Authorized Contact Person
Name		
Designation		
Email ID		
Land Line No		
Mobile No		
FAX No		
Address		

- b) Certificate of Incorporation/ Registration of Agency/ Memorandum and Articles of Association/ Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.
- c) Copy of PAN/TAN numbers.
- d) Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years FY 20-21 & 21-22 & 22-23.
- e) Copy of GST/VAT Registration Certificate.
- f) Declaration by the Bidder to the effect that the agency is not blacklisted by any Govt. Organization/ DGS&D/ NCCF / PSU.
- g) The Agency should provide certificates of the past experience of similar activities. Copies of experience certificates/order for award of contract for related services with other Ministries/Departments/PSUs.
- h) RFP Acceptance Letter (Annexure A) on agency's letter head which should be filled, signed and stamped/certified properly.
- i) Bid security (EMD) of Rs. 50,000/- (Rs Fifty Thousand Only) in forms of either an account payee NEFT/RTGS/IMPS Demand Draft, Fixed Deposit receipt, Banker's Cheque, Insurance Surety Bonds or Bank Guarantee from any Indian Commercial Bank in favour of "The Director Horticulture and Food Processing, Uttarakhand" payable at Ranikhet, valid for a period of 45 days beyond the final.
- j) An Undertaking on the agency's letterhead along with requisite documentary proofs. The format of the undertaking is provided in Annexure B.
- k) Integrity pact as per Annexure -II (as mentioned in the WINDS manual 2023)
- l) Non Disclosure Agreement in Annexure - E
- m) Any other document required as per the RFP document.

Documents listed above must be properly printed such that they are clearly readable. The documents should be arranged, exactly, in the above order and page numbered, with an index, in the beginning, providing the page number of each document and signed/stamped by authorized signatory.

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14. FINANCIAL BID:


- 14.1. The financial Bid should be submitted offline to Director Horticulture Mission Government Garden circuit house Dehradun as per the Annexure —D.
- 14.2. The rates quoted by the Bidder shall be inclusive of all expenses and taxes excluding GST.
- 14.3. All 13 districts of Uttarakhand are divided into 4 clusters as per Annexure C.
- 14.4. Each Bidder must compulsorily submit the financial for cluster 1 to 4. Any null or blank amount against any cluster would be rejected.
- 14.5. The bidder quoting the lowest total amount for a cluster will be declared as L1 bidder for award of work order.
- 14.6. In case there is more than one L1 bidder then the Committee reserves the right to take the final decision.
- 14.7. In case the same bidder is L1 in more than one clusters, the L1 bidder will be allocated to those cluster. If the L1 bidder is not agree of any cluster, then that cluster in such case will be offered to L2 bidder at L1 rate. In case L2 bidder does not accept at L1 rate, the same will be offered to L3 bidder at L1 rate and so on. In case no other bidder agrees to accept at L1 rate then those the clusters will be allotted to L1 bidder.
- 14.8. Vendor having prior experience in providing weather data services in the state under crop Insurance scheme for minimum 3 years will be given preference. Vendor having lesser experience can be given maximum of one cluster.

15. NOTIFICATION OF AWARD

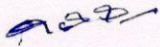
- 15.1 The notification of award shall be issued to the successful bidder (L1) within 5 working days from date of bid opening whereafter, the successful bidder shall accept the award within 2 working days.
- 15.2 The Successful Bidder shall be required to enter into an Agreement as per the draft Agreement with the State, after award of the work.
- 15.3 In case L1 withdraws its bids, or fails to sign the Agreement, the State Government may take appropriate action as per the prevailing financial rules including re-tender.

General Terms & Conditions

1. The Agreement with the successful bidder shall be governed in accordance with the laws of India for the time being in force and will be subject to the exclusive jurisdiction of Courts at Nainital high Court Dehradun Bench.
2. The duration of Agreement shall be for a period of 60 Months (5 years), further extendable for a period of 2 Years, as per the relevant provisions of the WINDS Manual 2023, as amended from time to time.
3. The State reserves the right to terminate the Agreement without prejudice to its right to claim liquidated damages as per termination of Agreement clause of the WINDS Manual 2023, as amended from time to time.
4. At all times during implementation, successful bidder needs to adhere to required compliances under the WINDS Manual 2023, as amended from time to time, vis-à-vis security, confidentiality, integrity, and availability and also any guidelines by any regulatory/ government agency on the same.
5. Except with the prior written consent of the State Government, the Successful Bidder and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Successful Bidder and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services. For this purpose, the successful bidder shall execute a Non-disclosure Agreement (NDA) mentioned in the WINDS manual 2023.



6. Neither the Agreement nor any rights granted under the Agreement may be sold, leased, assigned, sublet or otherwise transferred, in whole or in part, by the bidder, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect whatsoever.
7. Director Horticulture, Uttarakhand reserves the right to cancel in full or part of the tender at any stage of the tendering process and can go for Re-Tendering or even extend the Cut-off date for submitting the Bids without assigning any reason thereof.
8. Director Horticulture, Uttarakhand reserves the right to alter the requirements specified in the Tender Document. They also reserve the right to delete one or more items from the list of items specified in the tender document.
9. Any subject matter not dealt with herein shall be governed by the WINDS Manual 2023, as amended from time to time, and in case of any discrepancy between the tender document, the Agreement and the WINDS Manual 2023, the provisions of WINDS Manual 2023, as amended from time to time, shall prevail and be binding upon all the Parties.
10. The state will nominate an official of the concerned Gram Panchayat i.e. Gram Pradhan and Panchayat Secretary as WINDS Local Guardian (WLG), for security of the site where the AWS/ARG is installed.
11. All the expenses including installation, maintenance, calibration etc. will be borne by the awarded bidder. The bidder will be responsible for the maintenance of the installed AWS/ARG.
12. In case of any dispute, ACS Horticulture, Govt. of UTTARAKHAND will be competent deciding authority.







Declaration of Acceptance of Tender Terms & Conditions

To,

Date: <DD/MM/YYYY>

Department of Horticulture and Food Processing,
Government of Uttarakhand

Dear Sir,

I/We, the undersigned have examined the above-mentioned tender document, (including amendment /corrigendum (if any)), the receipt of which is hereby confirmed. We now offer to supply and deliver the goods and services in conformity with terms & conditions mentioned in your above referred document.

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

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

I/We agree to keep our tender valid for acceptance as required in tender document or for subsequently extended period, if any, agreed to by us. I/We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. I/We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any Central/State Govt or any entity controlled by it from participating in any project authorities.

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

Place:

Date: <DD/MM/YYYY>

(Seal & signature of the authorized signatory of WIP)







ANNEXURES

[On the letter head of the Agency] **ANNEXURE B**

UNDERTAKING LETTER

Date: <DD/MM/YYYY>

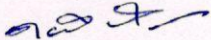
**The Director,
Department of Horticulture and Food Processing,
Government of Uttarakhand,**

Dear Sir,

Sub: Undertaking for Selection as WINDS Implementation Partner (WIP)

Having examined the Request for Proposal (RFP) documents including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as mentioned in RFP document in conformity with the said RFP document and the WINDS Manual 2023, as amended from time to time.

- A. We understand that the RFP document provides generic specifications about all the items, and it has not been prepared by keeping in view any specific agency. We have verified and duly accept the criteria for this RFP.
- B. We have read, understood and accepted the terms/ conditions/ rules mentioned in the RFP document and the WINDS Manual 2023, as amended from time to time.
- C. We undertake that in competing for and if the award is made to us, in executing the subject RFP, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- D. We are not blacklisted currently by any Government or its bodies, nor debarred currently from dealing with any company or public entity.
- E. We undertake to carry out the work, if selected, as per WINDS Manual 2023, as amended from time to time.
- F. We hereby certify that we have submitted the following documents in the requested format along with this undertaking:
 1. Annexure 1: Certificates of past experience in similar work.
 2. Annexure 2: Proof of technical capacity and experience: The applicant must have installed, calibrated, maintained more than 1000 AWS/ARG sites, including siting, sensors and other equipment, in the last 3 years.
 3. Annexure 3: The calibration certificate of the sensors, electronics and other equipment provided by manufacturer.
 4. Annexure 4: Detailed power consumption of the sensors and power budget taking care of solar panel and battery efficiency and sufficient safety factor of the system for power consumption of the station for minimum 30 days on batteries without any charging.
 5. Annexure 5: Details of qualifications of technical personnel available.
 6. Annexure 6: Certificate of Incorporation/ Registration of Agency/ Memorandum and Articles of Association/Partnership Deed/ Proprietorship Deed/ Declaration of Proprietorship etc. as the case may be.







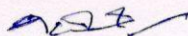
7. Annexure 7: Copy of Income Tax Return for the last three Financial Years.
8. Annexure 8: Solvency Certificate
9. Annexure 9: Audited accounts (Balance Sheet and Profit and Loss Account etc.) for the last three years.
10. Annexure 10: Copies of work contracts (of similar services) of minimum 10 Crores per annum, from Government/Autonomous bodies/PSU, private entities for the last three out of five years, including satisfactory performance certificate, if any.
11. Annexure 11: Acceptance Letter on Company's letterhead which should be filled, signed, and stamped/certified properly.
12. Annexure 12: Copy of PAN/TAN card and CIN.
13. Annexure 13: Letter of Authority/Power of Attorney/Board Resolution/any other document indicating unequivocal authority to sign and submit the RFP.
14. Annexure 14: Declaration regarding compliance with the standards and technical specifications as mentioned in the WINDS Manual 2023.
15. Contact detail of the authorized signatory and an authorized contact person on behalf of the applicant is to be provided as under: -

Particulars	Authorized Signatory for Signing the RFP	Authorized Contact Person
Name		
Designation		
Email ID		
Landline No		
Mobile No		
FAX No		
Address		

G. We certify that we have provided all the information requested by the Director Horticulture, UTTARAKHAND, in the format requested for. We also understand that the Director Horticulture, UTTARAKHAND has the exclusive right to reject this proposal in case the Director Horticulture, UTTARAKHAND is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and the Director Horticulture, UTTARAKHAND reserves the right to reject the offer if anything is found incorrect.

Place:

Date: <DD/MM/YYYY>



Seal and signature of the Agency




Cluster List

Sr. No.	Cluster	District Name
1.	1	Almora
2.		Bageshwar
3.		Pithoragarh
4.	2	Champawat
5.		Nainital
6.		Udham Singh Nagar
7.	3	Dehradun
8.		Haridwar
9.		Tehri Garhwal
10.	4	Chamoli
11.		Pauri Garhwal
12.		Rudraprayag
13.		Uttarkashi

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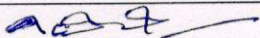
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ANNEXURE D

Dear Sir,

In terms of the TENDER document, we submit herewith the following financial bid:

Cluster	Bidding Parameter	Financial Quote for tender period of 60 Months				
		Number of Units	Per Unit Monthly Rental Cost (in INR)	Total Amount excluding GST (in INR For tender period)	GST (in INR)	Total Amount including GST (in INR For tender period)
		(A)	(B)	(C) (A x B x 60 Month)	(D)	(E) (C + D)
Cluster 1	Cost for providing real time weather data per AWS per month (excluding taxes)	22				
	Cost for providing real time weather data per ARG (without temperature sensor) per month (excluding taxes)	2085				
	Cost for providing real time weather data per ARG (with temperature sensor) per month (excluding taxes)	232				
Cluster 1 Total in figures						
Cluster 1 Total in Words						
Cluster 2	Cost for providing real time weather data per AWS per month (excluding taxes)	19				
	Cost for providing real time weather data per ARG (without temperature sensor) per month (excluding taxes)	1065				
	Cost for providing real time weather data per ARG (with temperature sensor) per month (excluding taxes)	118				
Cluster 2 Total in figures						
Cluster 2 Total in Words						





Cluster 3	Cost for providing real time weather data per AWS per month (excluding taxes)	21				
	Cost for providing real time weather data per ARG (without temperature sensor) per month (excluding taxes)	1599				
	Cost for providing real time weather data per ARG (with temperature sensor) per month (excluding taxes)	178				
Cluster 3 Total in figures						
Cluster 3 Total in Words						
Cluster 4	Cost for providing real time weather data per AWS per month (excluding taxes)	33				
	Cost for providing real time weather data per ARG (without temperature sensor) per month (excluding taxes)	2435				
	Cost for providing real time weather data per ARG (with temperature sensor) per month (excluding taxes)	271				
Cluster 4 Total in figures						
Cluster 4 Total in Words						

Note:

1. The final bid financial quote shall be the Grand Total of all three components for the duration of the tender cycle.
2. The rates quoted are inclusive of all items as mentioned in the scope of work.
3. The rate quoted shall be up to maximum of two decimal points.
4. The financial bid shall be valid up to 90 days from the date of opening of the bid.
5. Cluster wise number of location of blocks and Gram Panchayat (GP) may varies approximately. + 10. in which AWS/ARG should be established.

Handwritten signature/initials

Handwritten signature/initials

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NON-DISCLOSURE AGREEMENT (NDA)**Between Director Horticulture and Food Processing, Uttarakhand**

<Name of WIP>

THIS AGREEMENT is entered into on this Day of <Month>, YYYY,

Between:

<Name of WIP> (Hereinafter referred to as Receiving Party") whose expression shall include its nominees, permitted assigns and legal representatives on the first part

AND

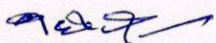
Director Horticulture, UP (hereinafter referred to as "Disclosing Party"), which expression shall include its successors, permitted assigns and legal representatives on the second part

WHEREAS The <Name of WIP> has been awarded the work of implementation of WINDS framework as brought out by WINDS Manual 2023, in the Director Horticulture, UP by virtue of Agreement dated <DD/MM/YYYY>. (Hereinafter referred to as "the Work").

WHEREAS in connection with the Work, it may be necessary or desirable for Disclosing Party to disclose to Receiving Party confidential information relating to Work or the Disclosing Party has already disclosed such information as on the date of execution of this agreement as defined hereinafter ("the Confidential Information"). Now, it is desirable by the Disclosing Party that no use, disclosure or dissemination shall be made or has been made by the Receiving Party to any third party, of the Confidential Information other than in the circumstances specified and permitted hereinbelow by the Disclosing Party. Hence this agreement.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS**Definition of Confidential Information**

(a) For purposes of this Agreement, "Confidential Information" refers to any data document, information etc. of whatsoever nature, supplied by the Disclosing Party, whether proprietary or non-proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, in whatever medium provided, whether unmodified or modified by Disclosing Party whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of the Disclosing Party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, Flow charts, databases, inventions, information and trade secrets; and (v) any information generated by the Receiving Party that contains, reflects, or is derived from any of the foregoing. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information may be proprietary or non-proprietary (including information submitted under any NDA with any other entity to whom such information is proprietary) to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets,





(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which: (i) was lawfully possessed except under any NDA, as evidenced by the Receiving Party's records, by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party; (ii) becomes rightfully known by the Receiving Party from a third-party source not under an obligation to the Disclosing Party to maintain confidentiality; (iii) is generally known by the public through no fault of or failure to act by the Receiving Party inconsistent with its obligations under this Agreement; (iv) is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation; and (v) is or has been independently developed by the Receiving Party without violation of the terms of this Agreement, as evidenced by the Receiving Party's records, and without reference or access to any Confidential Information.

Disclosure of Confidential Information

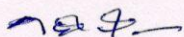
From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (b) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Use of Confidential Information

The Receiving Party agrees to use the Confidential Information solely and exclusively in connection with the scope of the Work and not for any purpose other than as authorized, with the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title and all rights including Intellectual Property Rights to the Confidential Information shall be and vest solely in the Disclosing Party. The Confidential Information by the Receiving Party shall be solely used for the purpose of said Work and not for any other purposes whatsoever and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.

Compelled Disclosure of Confidential Information

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided that the Receiving Party will disclose only that portion of the requested Confidential Information that, in the written opinion of its legal counsel, it is required to disclose under this Para. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.



Remedies

The Receiving Party acknowledges that the Confidential Information to be disclosed hereunder is of a unique, sensitive and valuable character and includes all trade secrets, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information and also impact the business of the Disclosing Party. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, the Receiving Party hereby agrees that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the Disclosing Party shall be entitled to recover its reasonable attorney's fees and expenses. As such, the Receiving Party hereby undertakes to indemnify and hold harmless the Disclosing Party from and against any loss or damage suffered, including all costs, expenses, attorney's fees, loss of income, incurred to the Disclosing Party due to breach or noncompliance of the terms and conditions of this agreement

Return of Confidential Information

The Receiving Party shall immediately return and redeliver at its own cost, to the Disclosing Party all tangible material embodying any Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving therefrom, and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data, word processing, or other types of files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval immediately but not later than 30 days, upon: (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its reasonable document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably nonrecoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

Notice of Breach

The Receiving Party shall notify the Disclosing Party immediately upon discovery of, or suspicion of,

(1) any unauthorized use or disclosure of Confidential Information by the Receiving Party; or (2) any actions by the Receiving Party inconsistent with their respective obligations under this Agreement, and the Receiving Party shall cooperate with any and all efforts of the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use, disclosure or dissemination.

Miscellaneous

This Agreement between parties supersedes any prior written or oral agreements relating hereto and can only be amended or modified by subsequent agreement in writing signed by both the Parties.







The construction and performance of this Agreement shall be governed by the laws of India. Both Parties accept the exclusive jurisdiction of the Uttarakhand courts.

Notwithstanding anything contained herein or in any other agreement/document with respect to the said Work, the provisions of this Agreement shall survive and continue even after the termination or early termination of Agreement.

IN WITNESS HEREOF, this Agreement has been executed by the Parties hereto, as of the date first hereinabove stated

<p>For and on behalf of Director of Horticulture, Government of Uttarakhand</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: <DD/MM/YYYY></p>	<p>For and on behalf of <Name of WIP></p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: <DD/MM/YYYY></p>
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