



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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. CPU/52/0519/9913

Dated: 06.06.2019

1. 1. Director General of Meteorology (DGM), India Meteorological Department (IMD), Ministry of Earth Sciences (MOES), Government of India, on behalf of president of India invites **ONLINE e-TENDER in single bid system** from eligible and qualified Indian firms for the following Services. **Manual bids shall not be accepted.**

2. Name of Services : Packaging and Transportation of Dobson Spectrophotometer to Germany and back for calibration (calibration charges : NIL)

3. Specification and Quantity : As per "RFP" attached, Quantity = 01 (One) Nos.

4. Tender schedule :

1.	Closing date and time for submission of tender	24.06.2019 / 1500 Hrs.
2.	Tender Opening date & time (Technical + Price Bid)	25.06.2019 / 1500 Hrs.
3.	Place of Tender Opening	Central Purchase Unit, Mausam Bhawan, O/o DGM, IMD, Lodi Road ,New Delhi.

5. Earnest Money Deposit (EMD): Rs. 10,000.00 (Rupees Ten Thousand only) shall be accepted from the participating firms **only** in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR). **Signed and scanned copy of EMD or any other certificate must be uploaded on CPP portal (<https://eprocure.gov.in>). Original of EMD and or other certificate for exemption must be submitted in the form of Hard Copy in Central Purchase Unit (CPU), Room No.517 on or before opening of bids. **EMD shall be valid for 240 days from the date of opening of tender.****

6. (a) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the tender fee and earnest money deposit (EMD). It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose. **No entrepreneur or memorandum of application form is acceptable.**

(b) Other Firms, registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD. **No other type of certificate is acceptable.**

(c) The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of tender.

7. The bidder shall download the **Tender Enquiry Document** from <https://eprocure.gov.in/eprocure/app> and uploaded their tender ONLINE through <https://eprocure.gov.in/eprocure/app>, along with scanned copies of EMD as mentioned in Para 5 above. All participating firms should use their own DS for uploading the tender and **use of DS of any non-participating firm is not permissible. Bidders shall not rpt shall not upload the NIT and Tender Document. Only technical cum financial bids shall be uploaded.**

8. EMD shall be furnished in the favour of **“DDO, O/o Director General of Meteorology, IMD, New Delhi” in the form of FDR / BG.**

9. Purchaser: The President of India
Through Director General of Meteorology
India Meteorological Department
Lodi Road, New Delhi-110003

10. Consignee: Director General of Meteorology (EMRC)
India Meteorological Department
Lodi Road, New Delhi-110003

11. Testing & Acceptance Authority : Director General of Meteorology (EMRC)
India Meteorological Department
Lodi Road, New Delhi-110003



भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली -110003

निविदा आमंत्रित करने की सूचना (एन आई टी)

ई-निविदा जाँच सं. Tender Enquiry No. CPU/LT/ 52/0519/9913

Dated: 06.06.2019

1. मौसम विज्ञान के महानिदेशक (मौविमनि) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान / वस्तुएँ / सेवाओं की आपूर्ति, संस्थापन और आरंभ के लिए पात्र और अर्हक निविदाकारों से एकल बिड प्रणाली में ऑनलाइन निविदा आमंत्रित करते हैं
2. सेवाओं का नाम: Packaging and Transportation of Dobson Spectrophotometer to Germany and back for calibration (calibration charges : NIL)
3. विनिर्देशन : आर एफ पी के अनुसार,
4. निविदा अनुसूची इस प्रकार है:

1.	निविदा जमा करने की अंतिम तिथि व समय	24.06.2019 / 1500 Hrs
2.	निविदा खोलने की तिथि व समय	25.06.2019 / 1500 Hrs
3.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक (CPU), कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

5. धरोहर राशि (ई एम डी): रू 10,000/- । केवल बैंक गारंटी अथवा मियादी जमा रसीद (एफडीआर) द्वारा ही स्वीकार की जायेंगी । ई एम डी, निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये।

6. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान के लिए पंजीकृत हैं, उनको धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है। यह उन बोलीदाताओं के लिए लागू है, जो माल का उत्पादन स्वंग करेगा या अपनी सेवाएं उपलब्ध कराएगा तथा ट्रेडिंग के लिए लागू नहीं होगा। कोई उद्यमी या ज्ञापन आवेदन पत्र स्वीकार्य नहीं है।

(ख) डीजीएस एंड डी / एनएसआईसी के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है। कोई अन्य प्रकार का प्रमाण पत्र स्वीकार्य नहीं होगा।

(ग) ईएमडी में छूट, निविदा खोलने की तारीख को उनके पंजीकरण की वैधता पर निर्भर करेगा ।

7. निविदाकर्ता www.imd.gov.in या <http://eprocare.gov.in> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात का उपयोग करके "डी.डी.ओ. मौसमविज्ञान का कार्यालय, भा.मौ.वि.वि., नई दिल्ली" के नाम से भारत के किसी कमर्शियल बैंक के एफ डी आर / बी जी के रूप में उक्त पैरा 5 में बताए गए अनुसार अपेक्षित ई एम् डी के साथ निविदा अपलोड कर सकते हैं।

8. ई एम डी के लिए एफ डी आर / बी जी , "मौसम विज्ञान के डीडीओ, कार्यालय महानिदेशक, भारतीय मौसम विभाग, नई दिल्ली" के पक्ष में जारी किया जा सकता है।

9. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003

10. परेषिति: मौसम विज्ञान के उपमहानिदेशक (EMRC)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003

11. जाँच प्राधिकारी: मौसम विज्ञान के उपमहानिदेशक (EMRC)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003



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

E-Tender.CPU/LT/52/0519/9913

Dated: 06.06.2019

**SECTION – I
GENERAL INSTRUCTIONS OF TENDER (GIT)**

1. Introduction

The Purchaser has issued this Tender Enquiry (TE) document for hire of “Transport company” as per the details mentioned in Section “RFP”, which also indicates *inter alia*, the required stores, delivery schedule, terms and place of delivery etc.

This section - “General Instructions of Tender (GIT)” provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of their online tenders.

2. Language of Tender

The tender submitted by the bidder as well as all the subsequent correspondence and the documents related to the tender (to be exchanged between the bidder and the purchaser), shall be written in English language only.

3. Eligible Goods and Services

All goods and related services to be supplied shall have their origin either in India or in any other country with which India has not banned the trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced or manufactured or from where the related services are arranged and supplied.

4. Tendering Expense

The bidder shall bear all the costs and expenditure incurred and/or to be incurred by it in the preparation, mailing and submission of its online tender including arrangement for demonstration of Products/Services or Field trials that may be deemed necessary by the Purchaser.

5. Regular visit of website for Tender Enquiry Documents and Amendments

Prospective bidders are advised to see CPP portal eprocure.gov.in/eprocure on regular basis for any change in NIT schedule, amendment / corrigendum in Tender Document including technical requirements, etc.

6. Amendments in Tender Enquiry Documents

At any time, prior to the deadline for submission of the tenders, the purchaser may, for any reason deemed fit by it, modify the Tender Enquiry Documents by issuing suitable amendment(s) to it. The amendment will be notified on CPP Portal and IMD web site. In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

7. Documents Comprising the Tender

Tender Enquiry Document seeks single quotation by following **Single Bid System** as per details given below :

- i. Checklist section (Annexure-I) properly filled and signed.
- ii. Compliance statement/table.
- iii. Tender Acceptance Letter (Annexure-II) Duly Stamped & Signed. (Bidder has to agree to accept all the terms & conditions of the Tender Enquiry Document).
- iv. Prices should be quoted as per Price Schedule Format (Annexure-VI). The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices and total tender prices of the goods, services, packing, inland transportation/freight/insurance to the sites and GST etc. against the requirement.
- v. In case any charges are not mentioned in the price bid, it will be treated as “all the charges are free of cost for that item”.
- vi. Indian vendor shall quote prices on F.O.R destination (sites of consignee) basis. Payment will be made in Indian Rupees only. No payment will be made in foreign currency.
- vii. Unless otherwise specified, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account except statutory levies, taxes and duties etc., if any, chargeable on the goods are payable.
- viii. If there is a discrepancy between the amount expressed in words and figures, the amount expressed in words shall prevail and will be treated as final.
- ix. The Supplier shall bear all the Income-tax liability as per rates prevailing at the time of undertaking the job in accordance with the Income-Tax Act in force in India.

The Bidders shall have to agree/accept all the terms and conditions of the tender including payment etc. Acceptance shall be unconditional and bidders shall have no claim and right in future on their terms if any.

8. Preparation of Tenders

A bidder shall complete all the documents of its tender, duly signed and stamped. The bidder shall scan all the documents and save them in PDF format.

9. Submission of Tenders

The bidders shall upload the soft copy of the tenders (In PDF Format) on CPP Portal within the specified date/time of submission of the tender as mentioned in the NIT document.

10. Alteration of Tender

The bidder, after submitting its tender, is permitted to alter / modify and upload its tender any number of times before the last date/time for submission of tender. The earlier tenders will get cancelled automatically and the latest uploaded tender will remain effective.

11. Opening of Tenders

The purchaser shall open the tenders after the specified date/time and at the place as indicated in the NIT document. In case the specified date of tender opening falls on a holiday (or subsequently declared a closed day for the purchaser), then the tenders will be opened at the appointed time and place on the next working day. The bids downloaded by this office from CPP Portal will be available for the bidders automatically. The bidders need not come to this office as they can also download the opened bids directly from the CPP Portal. In case the bidders wish to come to this office during tender opening, they must bring an Authorization Certificate from their respective firms.

The process of opening of the tenders in Two Bid System is as follows.

The Bids will be scrutinized by TEC cum CST Committee constituted by the competent authority. The report of the committee will decide the lowest bidder. This report will also be uploaded on CPP Portal. Supply Order will then be issued to the lowest bidder.

12. SCRUTINY AND EVALUATION OF TENDERS

(1). **Unresponsive bids:** The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Enquiry Document. The tenders are liable to be treated as non – responsive and will be summarily ignored if following documents are not provided along with technical bids.

- (a) Checklist (Annexure-I).
- (b) Tender Acceptance Letter (Annexure-II) is not duly signed and stamped. (Bidder has to agree to accept all the terms & conditions of the Tender Enquiry Document)
- (c) Tender Validity Period is shorter than the required period.
- (d) Bidder has not agreed to deposit the required performance security (In case of allotment of the tender).
- (e) Copy of agreement of Indian agent with its foreign principal with the precise relationship between them and nature of services which would be available from Indian agent. Copy of this agreement must be attached with the tender.
- (f) By any means/reason, the incomplete bid uploaded on e-procurement.gov.in shall also be treated as Unresponsive.

(2). **Evaluation of Bids:**

If, during the preliminary examination, the purchaser finds any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

13. **Packing and Marking**

The packing for the goods to be provided by the supplier should be strong and durable enough to withstand (Without limitation) the entire journey during transit including shipment (if any), rough handling, open storage etc. without any damage or deterioration of the packed goods.

SECTION – II

GENERAL CONDITIONS OF TENDER (GCT)

1. Whenever there is any conflict between the provision in the GCT under this section and that in the section “RFP”, the provision contained in the section “**RFP**” shall prevail and have an over-riding effect, i.e.

THE DETAILS GIVEN IN THE RFP WILL BE TREATED AS FINAL.

Any Special instructions or conditions like delivery schedule, mode of delivery & sites of delivery etc., mentioned in “RFP” section will also be applicable.

2. **Eligible Bidders :** The Firms in followings categories are eligible to participate in tender subject to fulfil other criteria in technical requirement section.
 - (a) Indian Manufacturers of the required stores.
 - (b) Authorized Dealer/Supplier/Distributor of Indian manufacturer/Foreign principal. The bidder shall have to submit authorization certificate from manufacturer that they will provide service support after sale.
 - (c) Indian agent on behalf of foreign principal. A copy of the agreement between Indian agent and the foreign principal with the precise relationship between them, their mutual interest and nature of services should be available with the Indian agent. The Purchase order shall be placed to India agent (In INR) only.
3. **Alternative Tenders :**
Alternative Tenders are not permitted. However the bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
4. **Validity of Tender**
The tenders shall remain valid for acceptance for a period of 180 days (One Hundred Eighty Days) for Technical Bid and 240 days (Two Hundred Forty Days) for EMD after the date of opening of tender as prescribed in the TE document.
5. **Purchaser’s Right to accept any tender and to reject any or all tenders.**
The purchaser reserves the right to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
6. **Earnest Money Deposit (EMD)**
The bidder shall furnish along with its tender, earnest money for an amount as shown in the tender notice. The earnest money is required to protect the purchaser against the risk of the bidder’s unwarranted conduct.

The bidders who are registered with SSI/ MSME/ NSIC, for the specific goods/ services (to be procured) as per tender enquiry specifications, at the time of submission of the Tender, are exemption from EMD. These bidders must submit a hard copy of their valid registration certificate in this office.

The EMD shall be furnished in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per annexure-IV) from any commercial bank doing business with the government. FDR should be issued in the favour of “DDO, O/o Director General of Meteorology, IMD, New Delhi”. Any other form of EMD is NOT acceptable.

The earnest money shall be valid for period of at least 240 days from the date of opening of tender, i.e. Sixty days beyond the validity period of the tender.

Refund of EMD: The EMD deposited by the Unsuccessful bidders will be returned to them (**Without any interest**) after expiry of the tender validity period. The EMD deposited by the Successful bidder(s) will be returned (**Without any interest**) after receipt of the Performance Security submitted by the bidder. The bidders have to submit pre receipt for obtaining their EMD in the **FORM GAR 43D** (annexure-V) in duplicate with original signatures. One form should be affixed with revenue stamp.

The clause “Encashment/release of FDR/BG requires clearance certificate from Purchaser i:e DGM, IMD” must be mentioned in issued FDR/BG by Bank.

Forfeit of EMD: Earnest money deposited by a Bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The EMD deposited by the Successful bidder will be forfeited without prejudice to other rights of Purchaser if supplier fails to furnish the required performance security within the specified period.

Firm shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser in exceptional cases.

7. Performance Security

Within twenty one (21) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount equal to ten percent (10%) of the total value of the Supply Order, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

PERFORMANCE SECURITY HAS TO BE SUBMITTED BY THE SUCCESSFUL BIDDER, IRRESPECTIVE OF ITS REGISTRATION WITH NSIC/MSME. PERFORMANCE SECURITY IS NOT RELAXED TO ANY SUPPLIER.

The Performance Security shall be either in the form of Fixed Deposit Receipt or Bank Guarantee drawn/issued by a commercial bank doing government business in the prescribed form in favour of the purchaser. In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

The purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty. The supplier shall submit pre receipt for obtaining their security.

8. Terms of Delivery

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

9. Delivery schedule: As per RFP.

10. Warranty:

Warranty for a period of 24 months from the date of site acceptance of the systems at respective sites.

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

11. Penalty clause/Liquidated damages clause (LD)

The supplier shall deliver the goods as per the Supply Order within the time schedule specified by the purchaser in the “RFP” section. The delivery date, unless delivery is divided, on which all the items/stores/materials/services etc as per Supply Order are delivered shall be taken into account for penalty/LD purpose.

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

Once the maximum is reached purchaser may also consider followings:

- (a) Forfeiture of its performance security and
- (b) Termination of the contract for default.

The supplier shall not be held responsible for any delay in custom clearance by purchaser, handing over proper site by consignee and any other delay in part of consignee/purchaser if responsible. These periods shall not be counted in LD. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser. **The supplier shall inform to the purchaser (CPU) directly in writing about these delays on part of IMD.**

12. Award Criteria and Tolerance Clause:

The Supply Order shall be issued to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds. The purchaser reserves the right to increase or decrease the quantity of required goods up to plus minus fifteen percent ($\pm 15\%$) till the placement of supply order without any change in the terms & conditions and prices quoted by the bidders.

13. Modification of contract

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

14. Custom Duty

In case of India agent quoting on behalf of its foreign principal, the Custom Duty Exemption Certificate shall be provided by IMD on request by the firm only for the imported items. If additional Custom Duty is paid by the Indian agent, the same shall be reimbursed by IMD on submission of original documents. All other charges like Landing/Clearing/Bank charges, Freight/Insurance charges on imported stores will have to be paid by the vendor.

15. Taxes and Duties in India:

- (1) **Duty and Local Taxes:** As per Govt. of India Rules, the applicable GST shall be paid to the successful bidder/supplier. Normally, the materials to be supplied to Govt. Departments against Govt. contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, the local Town/Municipal Body regulations, at times, provide for such exemption only on production of exemption certificate from any authorized officer. The suppliers should ensure that the stores ordered against contracts placed by this office are exempted from levy of town duty/Octroi duty, Terminal tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the indenter /consignee concerned, to avoid payment of such local taxes or duties. The supplier shall pay the Octroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

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

- (a) The supplier shall request the consignee for providing Road permit/ Way bill within 10 days of the receipt of the Supply order. The supplier shall furnish all the necessary information and documents in this regard to consignee.
 - (b) On receipt of the above request from the supplier, the consignee concerned shall arrange to provide the Road permit/Way Bill in the prescribed form to the supplier within a maximum period of two weeks so that the same reaches the supplier before the dispatch of the stores. However, in cases where the Road permit/Way Bill is issued on proof of actual invoice of the material, the consignee shall arrange to provide the Road permit/Way Bill from appropriate authorities within a maximum period of 5 days from the receipt of invoice.
 - (c) The supplier shall pay the local charges/taxes if exemption certificate not agreed by local authority and same will be reimbursed by purchaser on submission of receipt. The supplier shall not be held responsible for any delay in supply due to non- supply/delayed supply of Road permit.
- (2) **Income Tax** : Deduction of Income Tax at Source from the payment to the suppliers shall be done as per existing law in force. The bidders (Foreign as well as Indian) may visit the website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. The bidders shall have to provide their Permanent Income Tax Number (PAN) and TAN. Firm may also mention the applicable rates of TDS as per DTAA with India. Copy of same may also be enclosed. Foreign vendor shall have to mention the details of establishment in India if any.

16. Terms and Mode of Payment

Payment Terms: Payment shall be made subject to recoveries, if any, by way of liquidated damages /penalty clause /TDS or any other charges as per the payment terms of the Supply Order if not specified elsewhere in the document.

100% payment shall be made after successful installation and acceptance of the stores at each site. As the stores are to be delivered and installed at Six sites, the supplier shall complete the installation and submit Six Invoices separately for making the 100% payment for each site. The bidder shall submit detailed particulars of his bank account in this office, like

- (a) Account Number
- (b) Bank Name
- (c) Branch Name
- (d) Address
- (e) IFS code
- (f) MICR No.
- (g) Telephone No.

17. Termination of tender by the Purchaser

From the time of submission of tender up to the time of issuing of the Supply Order, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

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

The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser. In the event of the purchaser terminates the contract in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser

18. Arbitration clause

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the extension of contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the “RFP” section either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. In the case of a dispute or difference arising between the Purchaser/ Consignee and all suppliers relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the Director General of Meteorology. The award of the arbitrator shall be final and binding on the parties to the contract. Each party shall bear its own cost.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi. The contract shall be interpreted in accordance with the laws of India.

19. Fall Clause

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

SECTION – III
SPECIAL CONDITIONS OF TENDER (SCT)

1. The Government of India lays down public procurement policies for Micro, Small and Medium Enterprises (MSMEs), from time to time, to help inclusive national economic growth by providing long-term support these enterprises and disadvantaged sections of society and to address environmental concerns.
2. In this tender, the participating Micro, Small and Medium Enterprises (MSMEs) quoting price within price band of L1+25% (Twenty percent) shall also be allowed to supply up to 50% (Fifty percent) portion of total tendered value by bringing down their price to L1 price in a situation where L1 price is quoted by a firm other than an MSME. In case there are two or more MSME firms within such price band, then this 50% (Fifty percent) quantity is to be distributed proportionately among these bidders (As decided by the competent authority of this office).
3. Within this 50% (Fifty Percent) quantity, a purchase preference of 4% (Four percent) i.e. 4% (Four percent) out of 50% (Fifty percent) is reserved for MSMEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSME to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSME. The MSMEs would be treated as owned by SC/ ST entrepreneurs. The final distribution of the supply order shall be decided by the competent authority of this office
4. Where any Aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSME units, such offers will be considered as offers from MSME units and all such facilities would be extended to these also.
5. This Policy is meant for procurement of only goods produced and services rendered by MSMEs and not for any trading activities by them. An MSME Unit will not get any purchase preference over another MSME Unit.

CHECKLIST

S. N	Activity	Compliance Yes/ No/ NA	Page No. of bid
1.	(i) Is the EMD of required amount enclosed ?		
	(ii) Is the Validity of EMD (FDR/BG) 240 days starting from the date of opening of tender ?		
	(iii) Is Registration certificate from MSME/NSIC attached for relaxation of EMD ?		
	(iv) Is the “EMD Submitting Firm” other than the participating firm? If yes, then bid is likely to be ignored.		
2.	Have you kept validity of your bid as mentioned in Section II-GCT of the TE Document ?		
3.	Have you enclosed duly filled and signed Tender Acceptance Letter on firm’s letterhead (Accepting all the terms and conditions of the tender). (Bid may be ignored if not signed)		
4.	Have you enclosed clause-by-clause <u>Compliance Statement</u> for the “List of requirements/ technical specifications” section?		
5.	Have you submitted copy of the last purchase order(s) and end user certificate?		
6.	(i) Is tender Submitted as Manufacturer/OEM?		
	(ii) Is tender Submitted as Authorized Agent/ Dealer/ Supplier/ Distributor of OEM? Is Authorization Certificate attached?		
	(iii) Is tender submitted as an Integrator? Whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		
	(iv) Is tender submitted by Indian agent quoting on behalf of foreign principal: If yes, whether the necessary documents are attached as mentioned in TE Document ?		
7.	(i) Permanent Account No. of bidding firm with proof.		
	(ii) Is GST Number with Registration Certificate attached?		
8.	Name of the supplier with complete address to whom supply order is to be placed.		

(Signature with date)

(Full name, designation on behalf of the Bidder)

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

(All the terms & conditions of tender document are acceptable to the bidder)

To,

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

Ref: Tender Enquiry document No. CPU/53/_____ dated _____

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

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

I/We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

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

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

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

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

(Signature with date) : _____

(Name and designation) : _____

(With Official Seal)

(Duly authorized to sign the tender
for and on behalf of the bidder)

निविदा स्वीकृत फॉर्म

(निविदाकर्ता को निविदा कागजात के सभी निबंधन व शर्तें स्वीकार्य होने से संबंधित)

दिनांक : _____

सेवा में,

मौसम विज्ञान के महानिदेशक ,

भारत मौसम विज्ञान विभाग,

लोदी रोड, नई दिल्ली- 110003

संदर्भ: दिनांक _____ का आपका टी ई कागजात सं. सीपीयू/53/ _____

मैं / हम , अधेहस्ताक्षरी ने उपर्युक्त संशोधन/ शुद्धिपत्र सं.-----दिनांक----- (यदि कोई हो तो) सहित टी ई कागजात की जाँच की, जिसकी पावती की एतदद्वारा पुष्टि की जाती है । हम आपके उक्त संदर्भित कागजात की अनुरूपता में----- (सामान और सेवाओं का ब्यौरा) आपूर्ति और सुपुर्दगी का प्रस्ताव करते हैं ।

यदि हमारी निविदा स्वीकृत होती है तो हम आर पी एफ अपेक्षाओं में विनिर्दिष्ट सुपुर्दगी अनुसूची के साथ निविदा कागजात में उल्लिखित सेवाओं (संस्थापन और आरंभ आदि) के निष्पादन तथा सामान की आपूर्ति करने के लिए वचनबद्ध हैं ।

मैं/ हम यह भी पुष्टि करते हैं कि यदि हमारी निविदा स्वीकार की जाती है तो हम संविदा को नियत निष्पादन के लिए स्वीकार्य रूप में अपेक्षित मात्रा में निष्पादन सुरक्षा उपलब्ध कराएंगे ।

मैं/ हम सहमति के अनुसार अपनी निविदा को निविदा कागजात की आवश्यकता के अनुसार स्वीकृति अथवा तत्पश्चात विस्तारित अवधि के लिए, यदि कोई हो तो, वैध रखेंगे । मैं/ हम तदनुसार इस निविदा को उपर्युक्त अवधि तक स्वीकार करने की पुष्टि करते हैं और उपर्युक्त अवधि को समाप्त से पहले इस निविदा को किसी भी समय स्वीकार कर सकते हैं । मैं / हम पुष्टि करते हैं कि जब तक औपचारिक संविदा तैयार होती है, यह निविदा आपकी लिखित स्वीकृति से उपर्युक्त अवधि तक हमारे बीच बाध्यकारी संविदा रहेगी ।

मैं/ हम यह भी समझते हैं कि आप उपर्युक्त संदर्भित निविदा जाँच के संबंध में प्राप्त हुए सबसे कम या अन्य किसी निविदा को स्वीकार करने के लिए बाध्य नहीं हैं ।

हम पुष्टि करते हैं कि हम किसी सरकारी प्राधिकरण द्वारा विपंजीकृत/ प्रतिबंधित/ काली सूची में नहीं हैं ।

मैं/हम पुष्टि करते हैं कि उपरलिखित टी ई कागजात में विनिर्दिष्ट संशोधन/ शुद्धिपत्र सहित निबंधन और शर्तों से, यदि कोई हो तो, पूर्णतः सहमत हैं ।

(तारीख सहित हस्ताक्षर)

(नाम और पदनाम)

निविदाकार की ओर से निविदा पर हस्ताक्षर करने के लिए विधिवत प्राधिकृत

MANUFACTURER'S AUTHORIZATION FORM

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

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

Dear Sirs,

Ref. Your TE document No. CPU/53/1018/1521 dated _____

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: 1.This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having legal binding to the manufacturer.

**MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD
(format only)**

Whereas
(hereinafter called the “Bidder”)
has submitted their offer dated.....
for the supply of
(hereinafter called the “tender”)
against the purchaser’s Tender Enquiry No.
KNOW ALL MEN by these presents that WE
of having our registered office at
..... are bound unto
(hereinafter called the “Purchaser”)
in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and
assigns by these presents. Sealed with the Common Seal of the said Bank this..... day of
.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

- (2) If the bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the “Director General of Meteorology, India Meteorological Department”, up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including 60 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(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

**O/o Director General of Meteorology
Lodi Road, New Delhi-110003
FORM
GAR 43D
[See Rule 186(1)]**

APPLICATION-CUM-BILL FOR REFUND OF DEPOSIT

MONTH.....

BILL NO.

Original Challan or Receipt No. & date	Bank/Office in which deposited	Name of depositor	Amount deposited	Originally
1	2	3	4	

Received this day of20..... the sum of
Rs. (Rupees.) only
being repayable on Account of release of deposited described above.

Claimant's Signature.
(with revenue stamp affixed)

For use in Departmental Office

1. Received payment of Rs..... (Rupees.....) for arranging disbursal to claimant.
2. Passed for Payment of Rs.(Rupees) to claimant(s) Shri/Smt./Ms..... against personal deposit account administered by me.

Dated.....

Assistant Meteorologist (DDO)
for Director General of Meteorology
In case of endorsement of above

For use in Pay & Account office in case of endorsement of 1 above

Passed for payment of Rs.
Payment by Cheque No.

Pay & Accounts Office

PRICE SCHEDULE (Financial Bid format)

S.N	Name of Item/Store	Make	Model	Quantity	Unit price			Total price (5x8)
					Base price	Applicable taxes & duties	Total unit price	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	Goods1							
	Goods2							
	Warranty							
	Inland transportation							

Total Tender price: (In words)

Note:

1. The names of each stores/items must be mentioned including services if any. The deliverables list attached with financial bid must be exactly same as per technical bids without mentioning prices.
2. Charges ,if any, for inland (within the India) Transportation /freight/insurance of stores shall be mentioned separately. In case not mentioned, it is treated as free of cost.
3. If there is a discrepancy between the unit price and the total price, then THE UNIT PRICE shall prevail.
4. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid.
5. Price schedule for optional items should be attached separately and not to be mentioned in main price bid.

Place : _____

Signature of Bidder _____

Date : _____

Seal of the Bidder _____

RFP for Limited Tender for Transportation of Dobson Spectrophotometer to German Meteorological Office, Hohenpeissenberg, Germany

Scope of Work : Packaging, Custom Clearance and Transportation of Dobson Spectrophotometer to German Meteorological Office, Hohenpeissenberg from India Meteorological Department (IMD), New Delhi and transportation of the same equipment back to IMD, New Delhi from Hohenpeissenberg after inter-comparison as per the details given below :

1. Name of Equipment : Dobson Spectrophotometer
2. Model / Serial No.: 036
3. Cost of Equipment : Rs. 4.00 Lakh
4. Name/ Address : Mr. Ulf Koehler
of Consignee Deutscher Wetterdienst, Meteorological Observatory
Hohenpeissenberg

Albin-Schwaiger-Weg 10, 82383 Hohenpeissenberg, Germany

Tel. Office: 0049 69 8062 9771, Tel. Mobile: 0049 15121304093

Email: ulf.koehler@dwd.de, muffi.koehler@t-online.de

5. Name /Address of Sender : Dr. Siddhartha Singh, Scientist 'E',
Ozone Unit, EMRC, India Meteorological Department,
Mausam Bhawan, Lodi Road, New Delhi-110003, India
Ph. : +91-11-43824235, +91-11-24635797, +919868085602
Email : siddhartha.singh74@imd.gov.in
6. Date of Shipment : Within 10 days of receipt of supply order
7. Dimension of Equipment : 4 feet x 2 feet x 2 feet (without packaging)
8. Date of Return Journey : Within six months after delivery at Hohenpeissenberg, Germany
9. Wt. of Equipment : 100 kg (approx. wt. including accessories and packaging, payment will be made as per actual wt.)
10. Other terms / Conditions :
 - a. The packaging of the equipment must be reusable and strong enough so that it can be reused to return the equipment to New Delhi from Hohenpeissenberg, Germany without any damage to instrument and accessories.
 - b. The prospective bidder, if desired, depute an authorized representative to Ozone Unit, EMRC, IMD, Lodi Road, New Delhi for discussion and inspection.
11. Tender shall be in a single bid system. The quote should explicitly mention the cost of each item.

- a. Tender should be submitted in a sealed envelope subscribed with
"Transportation of Dobson Spectrophotometer to German

Meteorological Office, Hohenpeissenberg from IMD, New Delhi and Back.

- b. It should be transported to Munich Airport and from there to Hohenpeissenberg by road.
- c. Customs clearance: Use a Carnet ATA. IMD will be responsible for providing no foreign exchange involvement certificate from the Bank and undertaking regarding return of the equipment back to India.
- d. Payment of refundable security, if any, for Carnet ATA, to transport the equipment, will be the responsibility of the Transport company.
- e. Equipment must be insured before transportation. Any correspondence to insurance company for payment of penalty for Damage / Loss of equipment will be the responsibility of Transport company.
- f. Payment will be made as per the actual weight/ volumetric weight of the entire package.
- g. Payments will be made after receipt of consignment in Germany for onward transportation and separate payment will be made after receipt of consignment in India from Germany.
- h. Separate bills may be provided for transportation from India and transportation from Germany.
- i. EMD and PBG is applicable as per rule of Govt. of India (@ 10%). MSME companies are exempted from EMD but PBG is applicable.

(Dr. Siddhartha Singh)
Sc. E & Chairman

(S. N. Prasad)
Met. B & Member

(Vandana Aggarwal)
Met-A & Member –Secretary