



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/LT/52/0219/9904/RC

Dated: 30.08.2019

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 **Delhi/NCR** firms for the following service. **Manual and partial bids shall not be accepted.**
2. Name of Services: **Rate Contract for Miscellaneous work like printing of letter heads, making of banners, visitor's cards, self inking stamp etc. w.e.f. 15.10.2019 to 15.10.2020 (for one year).**
3. Scope of work : **As per RFP**
4. Tender schedule is as follows:

1.	Closing date and time for submission of tender	16.09.2019 / 1500 Hrs
2.	Tender Opening date & time	18.09.2019 / 1500 Hrs
3.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. **Earnest Money Deposit (EMD): Rs.10,000** (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 favour of **“DDO, O/o Director General of Meteorology, IMD, New Delhi” in the form of FDR / BG only.**
9. Purchaser: The President of India
 Through Director General of Meteorology
 India Meteorological Department
 Lodi Road, New Delhi-110003
10. Consignee: Central Purchase Unit (CPU)
 O/o Director General of Meteorology
 India Meteorological Department
 Lodi Road, New Delhi-110003
11. Acceptance Authority : Central Purchase Unit (CPU)
 O/o Director General of Meteorology
 India Meteorological Department
 Lodi Road, New Delhi-110003



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

TENDER DOCUMENT

E-Tender Enquiry No.CPU/LT/52/0219/9904/RC

Dated – 30.08.2019

SECTION – I

GENERAL INSTRUCTIONS TO BIDDERS (GIT)

- (1) The Bidder shall upload following documents on CPP PORTAL <https://eprocure.gov.in/eprocure>.
- (i) Checklist section (**Annexure-A of Tender document**) properly filled and signed. It should be attached in beginning of tender.
 - (ii) Scanned copy of Earnest Money Deposit (EMD) in the form of FDR/BG (**Annexure-C of Tender document**) shall be uploaded on <https://eprocure.gov.in> as per NIT and Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of the tender.
 - (iii) Documentary evidence for fulfilment of Eligibility/Qualification criteria(s) as per RFP.
 - (iv) Tender terms & Conditions Acceptance Form (**Annexure-B of Tender document**) duly filled, signed & stamped. (i.e. bidder has agreed to all the terms & condition of tender enquiry document).

(2) Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Prices should be quoted as per price schedule format (**Annexure-I of RFP**). The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices and total tender prices of **Services, GST etc** against the requirement.
- (iii) Statutory levies, taxes and duties etc., if any, chargeable on services are payable on actual basis as applicable.
- (iv) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

1. **Signing and Uploading of Tender:** The bidder shall upload their tender on **CPP Portal** <https://eprocure.gov.in> only. **Manual and partial bids shall not be accepted.** Evaluation of bids shall be done based upon uploaded bids on **CPP Portal** only. **The volume of uploaded bids may not exceed 25 MB limit. NIT and TE documents shall not be uploaded.**

2. Opening of Tenders :

The purchaser will open the Online tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day. Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the corresponding bidders.

3. 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 TE document. The tenders are liable to be treated as non – responsive and will be summarily ignored if following documents are not attached along with the bid.

- (i) Tender is unsigned. (Each page of techno-commercial bid shall be signed & stamped by authorised signatory and same be uploaded on <https://eprocure.gov.in> with digital signature).
- (ii) Checklist (**Annexure-A** of Tender document) not properly filled and enclosed.
- (iii) Tender Acceptance Form (**Annexure-B**) of Tender document) not properly filled, signed and stamped (**i.e. all the terms & conditions of tender document are acceptable**).
- (iv) Tender validity is shorter than the required period.
- (v) Required EMD (Amount, validity / Exemption documents etc) have not been provided as per NIT.
- (vi) Bidder has not agreed to give the required performance security.
- (vii) **In any means/reason the incomplete bid uploaded on <https://eprocurement.gov.in> shall be treated as unresponsive.**

(2). Bid Evaluation:

Bids shall be scrutinized and evaluated by the committee constituted by competent authority with reference to parameters prescribed in the TE document. **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.**

The ultimate cost in respect of services rendered is arrived at by considering following elements to decide the lowest bidder (L-1).

1. Basic price
2. GST

SECTION – II
GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Eligible Bidders:** Eligibility of bidders is subject to meeting other qualification/eligibility criteria mentioned in tender document /RFP.
2. **Tender Validity :** The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the TE document.
3. **Price preference:** Price preference shall be given to Micro and Small Scale Industries registered with National Small Industries Corporation or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc shall be decided as per the Government of India orders. The bidders shall have to attach valid registration certificate along with balance sheet indicating turnover etc for the previous financial year. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. *However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.*
4. **Earnest Money Deposit (EMD):** The bidder shall furnish its tender along with EMD for an amount as shown in the notice inviting tender (NIT). **EMD) also known as security deposit.** The EMD shall be valid for period of **sixty (60) days beyond** the validity period of the tender. EMD will **be returned to them without any interest**, after expiry of the tender validity period. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from the supplier. EMD **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 successful bidder's earnest money 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.
Enterprises (M/o MSME) having valid certificate as on opening of bids **are exempted from earnest money deposit (EMD).**
5. **Performance Security:** The supplier shall furnish performance security to the purchaser for an amount equal to **10% (ten) of the total value of the contract** in the form of FDR or Bank Guarantee from any commercial bank, Within twenty one (21) days from date of the receipt of supply order/ award of contract, **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 irrespective of its registration MSME/NSIC. Performance security is not relaxed to any supplier.**

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 obligations & after receipt of bank guarantee for security (if applicable). The supplier shall submit pre receipt for obtaining their security.

6. **Scope of Work:** As per RFP.
7. **Penalty clause/Liquidated damages clause (L.D.) :**

The supplier shall perform the services under the contract within the time schedule specified by the purchaser in the "List of requirements/ technical specifications" section and as incorporated in the contract. The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct as penalty/liquidate damage from the contract price a sum equivalent to 0.5% (half percent) per week of delayed services subject to a maximum of 10% of the

contract price of delayed items. L/D shall not be imposed under force majeure conditions. Once the maximum is reached purchaser may also consider followings:

- (i) Forfeiture of its performance security and
- (ii) Termination of the contract for default.

8. Taxes in India:

Income Tax and service tax etc:

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

9. Terms and Mode of Payment

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

The bidder shall submit particulars of his bank account required for making payments.

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

10. Fall Clause:

The bidder undertakes that it has not supplied/serviced/is not supplying/servicing 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/services/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.

11. Termination of contract:

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

12. Arbitration clause:

If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the extension of contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the “List of requirements/ technical specifications” section either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. In the case of a dispute or difference arising between the Purchaser/ Consignee and all suppliers relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the 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.

CHECKLIST

(Check list shall be attached in the beginning of the tender)

S. N.	Activity	Compliance Yes/ No/ NA	Page No. of your bid
	(i) Have you enclosed EMD (Bank Guarantee /FDR) of required amount by name of participating firm? If EMD is submitted in the name of other firm, the bid is likely to be ignored.		
	(ii) Is Registration certificate from DGS&D /NSIC/Government bodies on SSI attached in case of relaxation of EMD?		
	(iii) Has EMD validity kept for 240 days.		
2.	Have you kept validity of your bid as per the TE document?		
3.	Have you enclosed <u>Tender Terms & Conditions Acceptance Form</u> duly filled and signed (i.e. terms and conditions are acceptable) with original set of tender. Bid is likely to be ignored, if not signed & stamped.		
4.	Have you enclosed clause-by-clause <u>compliance statement</u> for the “List of requirements/ technical specifications” section?		
5.	(i) Is copy of Permanent Account No. of bidding firm with proof enclosed?		
	(ii) Is sales & service tax number with registration certificate attached?		
6.	Whether Bidder’s bank details are enclosed?		
7.	Is all the bidding documents properly signed?		

(Name &Signature with date and firm/company seal)

Tender Terms & Conditions Acceptance Form

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

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

Ref: TE document No. CPU/_____ 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 “RFP-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 Govt. Authorities.

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

(Signature with date and seal of the company)

(Name and designation)

Duly authorised to sign tender for and on behalf of bidder

**Note*: 1. Firm/company shall use their own printed letter head for issuing this certificate.
2. Acceptance shall be unconditional.**

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 upto 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.

Bank Guarantee issued with the tender enquiry reference No. CPU/..... Dated.....

.....
(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



RFP DOCUMENT

For Rate Contract of Miscellaneous work like Printing of Letter Heads, Banners, Visiting cards, Self Inking Stamps etc. in IMD, HQ.

**India Meteorological Department
MAUSAM BHAWAN, Lodhi Road
New Delhi-110003, INDIA**

1. SCOPE OF WORK :- As per annexure - I

2. ELIGIBILITY CRITERIA

- a) The firm should be based in Delhi/NCR region and should have atleast five years of experience in similar type of work in reputed offices.
- b) Firm should submit the credentials in respect of above.
- c) Firm has to submit signed compliance statement of all services and term and conditions alongwith their bid.

3. PERIOD OF SERVICES TO BE RENDERED.

The contract will be awarded initially for the period of one financial year i.e. 2019 – 2020. However, it may be extended for further period of another one year on same terms & conditions if both parties agree subject to the satisfactory services rendered by the firm to IMD.

4. MODE OF PAYMENT

Payments shall be released on a quarterly basis after receipt of bill in triplicate after deduction of applicable taxes and as per GFR-2017 rules and regulations.

5. SIGNING OF CONTRACT AGREEMENT

Successful Firm has to enter a **Contract Agreement** with IMD on a hundred rupees stamp paper by mentioning all terms and conditions and detail of performance security after award of Contract within fifteen days of time.

6. TERMS AND CONDITIONS

6.1 During the contact period, no increase whatsoever will be given to the firm other than the quoted and accepted rates/charges in INR on quarterly basis. However, if there is any change in Govt. Taxes and duties the same will be adjusted.

6.2 IMD has a right to terminate the contract at any stage without assigning any reason and prior intimation.

6.3 Rate shall be quoted in prescribed format (Annexure -I).

6.4 The service provider shall not transfer, assign any of the rights and liabilities under this agreement to any other person without prior intimation and consent of IMD.

Annexure I**PRICE BID**

(To be printed on the letterhead of the Firm)

(Rate in INR only)

R/C S. No.	Description of Stores (making & printing)	Basic Rate (Rs.)	GST (%)	GST Amount (Rs.)	Final rate including GST (Rs.)
1.	Self ink stamp with name & office address (60 mm x 20 mm) (per pc.)				
2.	Self ink stamp with office address (60 mm x 20 mm) (per pc.)				
3.	Digital Printing Flax Banner (per sq. ft.)				
4.	Banner Frame (Wooden) (per sq. ft.)				
5.	Banner Frame (Iron) (per sq. ft.)				
6.	Visiting card with digital logo printing (double side) (bi-lingual) (size-3.5"x 2.25") (Type-Plain) (Paper-Bond/Ivory) (Surface-Matt) (GSM-150)				
7.	Visiting card with logo emboss digital printing (single side) (size-3.5"x 2.25") (Type-Plain) (Paper-Bond/Ivory) (Surface-Matt) (GSM-150)				
8.	Visiting card with logo emboss digital printing (double side) (bi-lingual) (size-3.5"x 2.25") (Type-Plain) (Paper-Bond/Ivory) (Surface-Matt) (GSM-150)				
9.	Letter Head Bond Paper with logo printing (A-4 size) (per sheet)				
10.	Letter Head A to Z paper with logo emboss printing (A-4 size) (per sheet)				
11.	Stainless Steel plates (per sq. inch)				
12.	Brass Plates (per sq. inch)				
13.	PVC name plate/sticker (per sq. inch)				
14.	Sun control film (per sq. ft.)				
15.	Venation Blind (per sq. ft.)				

Note: Rates must be inclusive of all types of charges and applicable statutory taxes and levies other than GST.

Signature, date and name of the authorized person along with seal of the firm.