

NOTICE INVITING TENDER (NIT)

E-Tender Enquiry No. CPU/LT/52/0819/9920

Dated: 30.08.2019

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 TENDERS through CPP portal <http://eprocure.gov.in> in *Single bid* system from eligible and qualified Indian bidders for the following store.

1. **Name of Stores** : HDPE Polythene Bags – 2,000 kgs.
2. **Specification and quantity:** As per RFP.
3. **Tender schedule is as follows:**

(i)	Closing date and time for submission of tender	24.09.2019 up to 1500 Hrs. (IST)
(ii)	Tender Opening date & time	26.09.2019 at 1500 Hrs. (IST)
(iii)	Place of Tender opening	Central Purchase Unit O/o DGM, IMD, Lodi Road New Delhi – 110003.

4. **Earnest Money Deposit (EMD): Rs.8,000 /-** (Rupees Eight Thousand only) shall be accepted from the participating firm **in the form of Fixed Deposit Receipt (FDR) only.**
5. **EMD shall be valid for 240 days from date of opening of Tender and to be issued in favour of “DDO, O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi. The same should be received in Room No.517, Central Purchase Unit (CPU), Mausam Bhavan, IMD, Lodi Road, New Delhi on or before opening of Tender.**
6. (a) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) 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 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 DGS&D / 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 tender fee and EMD are subject to the validity & acceptance of their registration certificate on the date of opening of tender.
7. Tenderer may download the **Tender Enquiry Document** from the web site <https://eprocure.gov.in> and **upload** their tender on <https://eprocure.gov.in>. **Partial bidding is allowed.**
8. All prospective tenderers are requested to take clarifications of the store requirement from the consignee.
9. Purchaser : The President of India
Through Director General of Meteorology

India Meteorological Department
Lodi Road, New Delhi-110003

10. Consignee : UAID, O/o DDGM (UI)
IMD, Lodi Road, New Delhi-03.

11. Address of User : - do -

12. Acceptance Authority : - do -

Dy. Director General of Meteorology (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/52/0819/9920

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-I of Tender document**) properly filled and signed. It should be attached in beginning of tender.
 - (ii) Scanned copy Earnest Money Deposit (EMD) in the form of FDR/BG (**Annexure-III 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) NSIC/MSME Enlistment Certificate (if applicable).
 - (v) Tender terms & Conditions Acceptance Form (**Annexure-II 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-IV of Tender document**). 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, packing, inland transportation/freight/insurance to the sites, sale tax & VAT etc** against the requirement.
- (iii) Costing, of each and every item, sub items offered in bidder's bid, shall be done with all breakup prices.
- (iv) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.
- (v) Statutory levies, taxes and duties etc., if any, chargeable on services are payable on actual basis as applicable.
- (vi) 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 bids shall not be accepted. Evaluation of bids shall be done based upon uploaded bids on **CPP Portal** only. **The volume of uploaded bids should not exceed 25 MB limit.**

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 followings documents not attached along with the bid.**

- 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).
- Checklist (**Annexure-A** of Tender document) not properly filled and enclosed.
- 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**).
- Tender validity is shorter than the required period.
- Required EMD (Amount, validity / Exemption documents etc) have not been provided as per NIT.
- Tender fee as per NIT.
- Bidder has not agreed to give the required performance security.
- 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 will be arrived at by considering following elements to decide the lowest bidder (L-1).

- Basic price
- Excise duty (if applicable)
- Sale tax , service tax & other applicable taxes

**SECTION – II
GENERAL CONDITIONS OF CONTRACT (GCC)**

1. **Eligible Bidders:** Original Equipment Manufacturer (OEM), Authorized Dealer/Supplier from Original Equipment manufacturer (OEM) etc subject to meeting other qualification/eligibility criteria mentioned in tender document including technical section. If not OEM, then bidder shall have to submit authorization certificate from OEM etc that they will provide service support after sale.
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. **Tender Fee:** The bidder shall have to submit non-refundable tender fee as mentioned in notice inviting tender (NIT), however Micro and small Enterprises registered with government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with having valid certificate are exempted for submitting the tender fee.
4. **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.*
5. **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).**

The EMD shall be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (**Annexure-IV** of Tender document) from any commercial bank doing government business. **FDR/BG may be issued in the favour of "DDO, O/o DGM, IMD, New Delhi"**.

6. **Performance Security:** 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** 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, **valid up to sixty (60) days after the date of completion** of all contractual obligations by the supplier. **Performance Security has to be submitted irrespective of its registration DGS&D/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. The supplier shall submit pre receipt for obtaining their security.

7. **Scope of Work:** As per RFP.

8. Penalty clause/Liquidated damages clause (LD): As per Supply Order.

9. Taxes and Duties in India:

(1) Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octoroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octoroi 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 Octoroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

(2) 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 (foreign as well as Indian 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. Foreign vendor shall have to mention the details of establishment in India if any.

10. Terms and Mode of Payment

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

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

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

11. Termination of contract: As per Supply Order.

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 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.	Are all the bidding documents properly signed?		

(Name &Signature with 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 of20.....

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

PRICE SCHEDULE (Financial Bid format)

Price to be quoted on firm/company letters only

S.N.	Name of Items	Specification	Quantity	Base price	Applicable taxes & duties	Unit price	Total price (4x7)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1		As per RFP					

Total Tender price in figure:

And in words:

Note/instruction:

1. The quote shall be in INR only.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid.

Signature of Bidder_____

Seal of the Bidder_____



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

RFP DOCUMENT

**For Procurement of
Polythene Bags For Hydrogen Factory, Agra**

Specification for Polythene bags for filling of Caustic Soda

- 1) **Scope:** Polythene bags are required for filling unit charges (about 2.5 kg each) of caustic soda flakes required for generation of hydrogen gas. These bags with caustic soda are to be transported to different station spread over entire country.
- 2) **Requirement:** 2000 Kgs.
 - i. **Material:** The bags shall be made from clear, colourless, HDPE sheet.
 - ii. **Thickness:** Thickness of the sheet shall be at least 0.1mm (100 microns).
 - iii. **Dimension:** 35 cm x 25 cm exclusive of seals (Tolerance in size \pm 5.0 mm).
 - iv. **Construction:** The bags shall be made out of tubular film with bottom sealed by heat sealing and one shorter side open. The sealing at bottom should be 1cm (\pm 10%) above from the bottom
 - v. **Leak resistance:** the sealing shall be such as to make the bag leak proof when tested with 2.5 kg water in it.
 - vi. The leak resistance and seal strength will be tested as per para 3.1 and 3.2 of IS 97381981
 - vii. **Form:** The bag shall be supplied as individual bags.
 - viii. **Workmen ship:** The bag shall be uniformly made and shall be free from pinholes, tear, cuts, creases, wrinkles or extraneous matter which might impair their usefulness. The bags should be easily openable.
- 3) **Packing:** Bags shall be pecked to ensure adequate protection against physical damage during transportation / shipment.
- 4) **Delivery Place & Schedule:**
 - i. Hydrogen Factory Agra, Bundu Katra, Gwalior Road, Agra-282001 (U.P.).
 - ii. In single lot. Supply should be done within two months from the date of issue of supply order.
- 5) **Mandatory Requirement:** At least five samples must be provided with the technical bid.
