



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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. CPU/53/0819/1530 Dated: 09.04.2020

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 tenders in Two Bid System, i.e. Technical Bid & Price Bid, for procurement of following Goods from eligible and qualified Indian Bidders.

2. Name of Goods : Ferro-Silicon (Fe Si 78)

3. Specification and Quantity : As per "RFP" (Quantity = 50 M.T.)

4. Tender Schedule :

1.	PRE BID Conference	N.A.
2.	Closing date and time for submission of tender	22.05.2020 at 1700Hrs
3.	Tender (Bid) Opening date & time	26.05.2020 at 1500Hrs
4.	Place of Tender Opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi

5. Earnest Money Deposit (EMD): **Rs.1,60,000/-** (Rupees One Lakh Sixty Thousand only). The EMD should be either in the form of Fixed Deposit Receipt (FDR) or Bank Guarantee (B.G.) issued by any Bank in India. Any other form of EMD is not acceptable.

6. EMD documents should be issued in the favour of "DDO, O/o Director General of Meteorology, IMD, New Delhi" and payable at New Delhi.

7. Bidders may download the **Tender Enquiry Document** from the web site www.imd.gov.in or www.eprocurement.gov.in/cpp and read the tender documents carefully before uploading their Bids on CPP Portal.

8. (a) SSI, Micro and Small Enterprises registered as manufacturers for the goods specified in this tender with any of the government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted from submitting the Earnest Money Deposit (EMD).

(b) The Firms, other than SSI, who are registered as manufacturers for stores and services with NSIC, are also exempted from submitting the EMD.

(c) The Firms claiming exemption in EMD must submit a Hard Copy of their valid registration certificate on or before the date of opening of tender.

9. Bidders shall ensure that their bids are complete in all respects before uploading the same on CPP Portal. CPU will not be held responsible for any delay or corruption in the uploaded bids.
10. In the event of the tender opening date being declared as holiday for the purchase organization, the tender will be opened on the next working day. The venue and time of tender opening will remain the same.
11. Purchaser : The President of India
Through Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003
12. Consignee: DGM (UAID), UAL,
India Meteorological Department,
Lodi Road, New Delhi-110003
13. Inspecting Authority: Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003.
14. Inspection officer : Authorized Representative of Inspecting Authority

Director, Central Purchase Unit (CPU)
O/o Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003.
Telefax No: 011-24698148



भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली -110003

निविदा आमंत्रित करने की सूचना (एन आई टी)

निविदा जाँच सं. CPU/53/0819/1530 दिनांक : 09.04.2020

1. मौसम विज्ञान के महानिदेशक (मौ.वि.म.नि.) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान की आपूर्ति के लिए दो बिड प्रणाली अर्थात (तकनीकी बिड और दर बिड) में भारतीय पात्र और अर्हक निविदाकारों से ओनलाइन टेंडर आमंत्रित करते हैं ।
2. सामान/ वस्तुएँ/ सेवाओं का नाम: Ferro-Silicon (Fe Si 78)
3. विनिर्देशन और मात्रा: विनिर्देशन आर एफ पी के अनुसार, मात्रा- 50 M.T.
4. निविदा अनुसूची

1	प्री बिड कांफ्रेंस	लागू नहीं
2.	निविदा जमा करने की अंतिम तिथि व समय	22.05.2020 1700 बजे
3.	निविदा (बिड) खोलने की तिथि व समय	26.05.2020 1500 बजे
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौ.वि.म.नि. का कार्यालय, भा.मौ.वि.वि , लोदी रोड, नई दिल्ली

5. धरोहर राशि (ई एम डी): **रु 1,60,000/-** (रूपये **एक लाख साठ हजार** केवल) ।
ई एम डी किसी भी भारतीय बैंक से बनी केवल एफ डी आर (Fixed Deposit Receipt) या बैंक गारंटी (Bank Guarantee) के रूप में होनी चाहिये । अन्य प्रकार की ई एम डी स्वीकार्य नहीं है ।
6. ईएमडी के कागज़ “DDO, O/o Director General of Meteorology, IMD, New Delhi” के नाम पर बनाये जायें जिसका भुगतान New Delhi में हो ।
7. निविदाकर्ता www.imd.gov.in और www.eprocure.gov.in वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात ध्यान से पढ़कर अपनी निविदा सी पी पी पोर्टल पर डालें ।

8. (ए) लघु, लघु और मध्यम उद्यम मंत्रालय (एमओएमएसएमई) द्वारा निर्दिष्ट किसी भी सरकारी निकाय के साथ इस निविदा में विनिर्दिष्ट भंडार और सेवाओं के निर्माताओं के रूप में पंजीकृत एसएसआई, माइक्रो और लघु उद्यमों को बयाना जमा राशि (ईएमडी) जमा करने से छूट दी गई है।

(बी) एनएसआईसी के साथ भंडार और सेवाओं के निर्माताओं के रूप में पंजीकृत एसएसआई के अलावा अन्य फर्मों को भी ईएमडी जमा करने से छूट दी गई है।

(सी) ईएमडी में छूट पाने के लिये फर्मों को वैध प्रमाणपत्र की पतिलिपि निविदा खोलने की तिथि तक जमा करानी होगी।

9. निविदाकर्ताओं को यह सुनिश्चित करना होगा कि उनकी सभी निविदाएँ सभी तरह से पूर्ण हैं किसी भी प्रकार के विलम्ब अथवा नुकसान के लिए क्रय संगठन जिम्मेवार नहीं होगा।

10. यदि निविदा खोलने की तारीख के दिन क्रय संगठन का अवकाश घोषित होता है तो निविदा अगले कार्य दिवस को खोली जाएगी। निविदा खोलने का स्थान और तारीख वही रहेंगे।

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

12. परेषिति: मौसम विज्ञान के महानिदेशक (यू ए आई डी)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003

13. जाँच प्राधिकारी: मौसम विज्ञान के उपमहानिदेशक (यू आई)
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003

14. जाँच अधिकारी: जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि
निदेशक, केंद्रीय क्रय एकक(कें.क्र.ए),
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली- 110003
टेलीफैक्स सं. : 011-24698148



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

E-Tender Enquiry No.CPU/53/0819/1530 Dated: 09.04.2020

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

1. Introduction

The Purchaser has issued this Tender Enquiry (TE) document for purchase of “Ferro-Silicon FeSi78” 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:

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

6. Amendments to 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 quotation in Two Parts following **TWO Bid System**. The First Part will be known as '**Technical Bid**', and the Second Part will be known as '**Price Bid**'. (Details given below).

(1) TECHNICAL BID

- (i) Checklist section (Annexure-I) properly filled and signed with office seal.
- (ii) Earnest Money Deposit (**EMD**) document (FDR or BG or MSME/NSIC Certificate)
- (iii) Technical proposal.
- (iv) Compliance Statement (In Tabular Form).
- (v) List of Deliverables
- (vi) Documentary evidence for eligibility.
- (vii) Tender Acceptance Letter (Annexure-II) duly signed. (Bidder has to agree to accept all the terms & conditions of the Tender Enquiry Document).
- (viii) The bidder, who quotes for goods manufactured by some other manufacturer, shall furnish Manufacturer's Authorisation Form. (Annexure-III)
- (ix) Authorization letter from principal authorizing Indian representative (To submit the tender document on behalf of foreign principal). Above documents must be enclosed with technical bids, otherwise bids may be either ignored or not considered for technical evaluation.

(2) PRICE BID

- (a) All the pages of the price bid should be on Firm's Letterhead, numbered, indexed and duly signed by the authorized signatory with office seal (PDF Format).
- (b) Prices should be quoted as per Price Schedule (Financial Bid format) (Annexure-VI). The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices, total prices of goods, applicable GST (Rate & Amount), Inland Transportation/Insurance (If any).
- (c) 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".
- (d) Payment will be made in Indian Rupees only.
- (e) The bidder supplying imported goods or bidding on behalf of a foreign firm shall quote prices only in Indian Rupees.
- (h) Unless otherwise specified, prices quoted by the bidder shall remain firm and fixed during the execution of the contract and not subject to variation on any account except statutory levies, taxes and duties etc., if any, chargeable on the goods.
- (i) 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.
- (j) 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.
- (k) Price bid shall prima-facia be rejected in case of any deviation from the technical bid of the bidder and if there is any fact concealed or hidden in price bid/technical bid.
- (l) If there is a discrepancy between the unit price and total price, then UNIT PRICE shall prevail.

The Bidders must submit Tender Acceptance Letter (On Firm's Letterhead) 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. Samples

The bidder has to submit a non-returnable sample of required material in this office. In case there is a bidder whose sample are partly approved by an inspecting agency, then the rates of approved samples will only be considered for comparison. Only those bidders shall be selected for Financial Evaluation whose samples are approved by the inspecting authority of this office. If the

samples submitted by the bidder get damaged during storage/inspection, the bidder shall not complain about the same and no compensation will be paid on this account to any bidder.

9. Preparation of Tenders (CHECK LIST FOR BIDDERS)

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.

The Bidders are required to upload the following documents along with the bid.

- (1) Scanned copy of Earnest Money Deposit (EMD)- FDR/BG/MSME/NSCI Certificate.
- (2) Scanned copies of Registration Certificate / Memorandum & Articles of Association and any other documents to certify the nature of existence of the Organization/Firm
- (3) Scanned copies of Audited Annual Accounts along with Audit Report of last three financial years
- (4) Annual Report of last three years
- (5) Scanned copy of valid PAN of the Organization, Tax Account Number (TAN) and GST Number
- (6) An Authorization Letter from the firm certifying that the person who signed the bid is an authorized person to sign on behalf of the firm
- (7) A Declaration that the organization has not been blacklisted (To be given by the Authorized Signatory of the Organization)
- (8) Affidavit regarding Correctness of Bid
- (9) Affidavit regarding No Near Relative working in Department
- (10) Bankers Details
- (11) Principle place of business (Address for postal correspondence)
- (12) Technical Bid
- (13) Financial Bid

10. Submission of Tenders

The bidders shall upload the soft copy of their tenders in prescribed formats on CPP Portal on or before last date/time of submission of the tender (As mentioned in NIT). The Technical and Financial Evaluation will be done on the bids downloaded by this office from CPPP website.

11. 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 only the latest uploaded tender will remain effective.

12. Opening of Tenders

The purchaser will open the tenders at the specified date, time and place as indicated in the NIT document. 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 an authority letter from their respective firms.

The process of opening and evaluation of tenders in Single Bid System is as follows.

The **Bids** are opened on/after the prescribed date and time. These Bids are then scrutinized and evaluated by the Evaluation Committee constituted by the competent authority with reference to the parameters prescribed in the Tender Enquiry Document. The bidders whose Technical Bids are found responsive and acceptable will pass on to the next stage. In the next stage, the Price Bids of only technically qualified bids will be opened. The Price Bids will be scrutinized by the Evaluation Committee and the report of the CST committee will decide the lowest bidder. This report will then be uploaded on CPP Portal and can be viewed by the participating bidders.

13. **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 or rejected if following documents are not provided along with the technical bids.

- (a) Checklist (Annexure-I).
- (b) Registration certificate of the bidding firm with government body in their country. (Credential/document not attached).
- (c) 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)
- (d) Tender Validity Period is shorter than the required period.
- (e) Required EMD (Amount, Validity, etc.)/ Exemption document have not been provided.
- (f) Bidder has not agreed to deposit the required performance security (In case of allotment of the tender).
- (g) By any means/reason, the incomplete bid uploaded on CPPP shall be treated as Unresponsive.

(2) Technical Evaluation:

The Technical Bids will be scrutinized and evaluated by the Technical Evaluation Committee (TEC) constituted by the competent authority with reference to the parameters prescribed in the TE document. During the Technical Bids scrutiny, the members of the TEC will read the salient features of the bids like Delivery Period, Earnest Money Deposit, other special features of the bids, as deemed fit.

Minor Informality/Irregularity/Non-Conformity:

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 and ask the bidder to respond by a specified date for providing relevant documents. If the bidder does not reply by the specified date or does not provide the requested documents or does not clarify the point at issue in clear terms, that tender is liable to be ignored.

(3) Financial Evaluation:

In the next stage, the Price Bids of technically qualified bidders only shall be opened for further scrutiny and evaluation by the Evaluation Committee. The report of the committee will decide the lowest bidder.

14. **Packing and Marking**

The packing for the goods supplied 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.

15. **Inspection, Testing and Site Acceptance Test (SAT)**

The purchaser/consignee reserves the right to inspect goods before their dispatch if required in technical requirement. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract. Purchaser will not undertake any Pre dispatch inspection, unless mentioned, for imported stores in the suppliers country of origin and

equipment will be sent to the supplier on the basis of supplier own inspection at the premises and guarantee and warranty. The equipment will be accepted subject to final inspection and test before handing over the equipment to consignee.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Whenever there is any conflict between the provision in the GCC under this section and that in the section “RFP”, then 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 as per “RFP” section will also apply for this purchase. The conditions (like delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP” section will apply for this purchase.

2. **Eligible Bidders** : The Firms in followings categories are eligible to participate in tender subject to fulfil other criteria in technical requirement section.

- (a) Manufacturers of the required stores.
- (b) Authorized Dealer/Supplier/Distributor of the manufacturer. The bidder shall have to submit authorization certificate from manufacturer they will provide service support after sale.
- (c) The bidder must have back to back support arrangement with OEM for maintenance. Back-to-Back support certificate must be attached with the Technical Bid.
- (d) The bidder should have at least two years of experience in maintaining similar type of works.
- (e) The photocopy of past similar maintenance experience shall be attached with technical bid.
- (f) During Technical Evaluation, the bidders may be asked to demonstrate his solution in operational chain.

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. **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 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 NIT. 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 eligible for exemption from EMD.

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 of India. EMD should be issued in the favour of “DDO, O/o Director General of Meteorology, IMD, New Delhi”.

The EMD shall be valid for period of at least 240 days (60 days beyond the validity period of the tender).

Refund of EMD: (1) The EMD will be returned to the Successful bidder (Without any interest) after submission of Performance Security. (2) The EMD will be returned to the Unsuccessful bidders (Without any interest) only after acceptance of Supply/Work Order by the Successful bidder or in case of cancellation of Tender.

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.

Bids shall not be considered without EMD document.

7. Performance Security

After award of the Supply/Work Order, the successful bidder shall submit the required Performance Security within twenty one (21) days from date of the issue of notification of award by the purchaser. The amount of performance security is equal to ten percent (10%) of the total value of the Supply Order (In case of stores) and five percent (5%) of the total value of the Supply Order (In case of services). The Performance security should be 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.

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 within Two Months from the date of issue of Supply Order. Suppliers should not deliver the goods without any valid delivery period. Purchaser shall not be held responsible for loss of stores, if the stores are supplied without any valid delivery period. The purchaser reserves the right to reject the delivery and terminate the supply order at any time.

9. Delivery schedule: As per RFP.

10. Warranty:

Warranty will start from the date of satisfactory acceptance tests and commissioning of the system and it will be applicable for a period of One Year. The supplier should take into consideration that during the warranty period, both the hardware and software component work smoothly and generate quality products failing which warranty will be extended in 1:1 ratio of non-functioning of the system. Any defunct hardware must be replaced by the same brand and specification by the vendor free of cost.

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

The payment of Custom Duty and Custom Clearance shall be done by the supplier, if the material is imported by the bidder from a foreign country.

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 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 indenter / 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 terms & conditions of Supply Order if not specified elsewhere in the document. 100% payment shall be made to domestic supplier in Indian currency on receipt and successful acceptance of entire goods/stores at the sites by the consignee. No payment shall be made for partial delivery. Following documents will be required for making the payment.

- (a) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (b) Consignee Receipt Certificate in original issued by the authorized representative of the consignee
- (c) Copies of Delivery Challan identifying contents of each package.
- (d) Inspection certificate by the nominated Inspection agency, if any.
- (e) Final Acceptance Report from consignee.
- (f) The bidder shall submit detailed particulars of his bank account like

(1) Account Number (2) Bank Name (3) Branch Name (4) Address
(5) IFS code (6) MICR No. (7) 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+20% (Twenty percent) shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSME. Such MSME shall be allowed to supply up to 20% (Twenty percent) of total tendered value. The 20% (Twenty percent) quantity is to be distributed proportionately among these bidders, in case there are more than one MSME within such price band.
3. Within this 20% (Twenty Percent) quantity, a purchase preference of 4% (Four percent) i.e. 4% (Four percent) out of 20% (Twenty 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.
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.

SECTION - IV

QUESTIONARE

Fill up Annexure-I : CHECKLIST for the compliance by the bidders and enclose with the bid.

1. The bidders should furnish specific answers to all the questions/issues mentioned in the CHECKLIST. In case a question/issue does not apply to a bidder, the same should be answered with the remark : "N.A."
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.
3. In case a bidder furnishes a wrong or evasive answer against any of the question/issue mentioned in the checklist, its bid will be rejected.

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 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 per 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).(Tenders may be ignored if not signed)		
4.	Have you enclosed clause-by-clause compliance statement 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 an manufacturer/OEM?		
	(ii) Is tender Submitted as an authorized Agent/Dealer/Supplier/Distributor of OEM? Is authorisation 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?		
7.	(i) Permanent Account No. of bidding firm with proof.		
	(ii) Is sales & service tax number with registration certificate attached?		
8.	Name of tender currency		
9.	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)

(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/ _____

में/ हम , अधेहस्ताक्षरी ने उपर्युक्त संशोधन/ शुद्धिपत्र सं.-----दिनांक------(यदि कोई हो तो) सहित टी ई कागजात की जाँच की, जिसकी पावती की एतद्वारा 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।

में/ 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।

में/ 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। में/ हम तदनुसार इस निविदा को उपर्युक्त अवधि तक स्वीकार करने की पुष्टि करते हैं और उपर्युक्त अवधि को समाप्ति से पहले इस निविदा को किसी भी समय स्वीकार कर सकते हैं। में/ 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।

में/ 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।

में/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 _____, 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 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 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

PRICE SCHEDULE (Financial Bid format)

S.N	Name of Item / Store	Quantity	Unit price			Total price (3x6)
			Base price	Applicable taxes & duties	Total unit price	
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Ferro-Silicon (FeSi78)	50 M.T.				
2	Packaging	50 M.T.				
3	Transportation	50 M.T.				
4	GST	50 M.T.				
5	Warranty	50 M.T.				
6	Misc. Charges	50 M.T.				

Total Tender price: (In words) : Rupees

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 _____

Request for proposal (RFP) for procurement of Ferrosilicon
(FeSi78) Si:75-80%, as per BIS No.: 1110/1990 (Fourth Revision)

Grade Item IV, Quantity – 50 M.T.

1. Introduction

India Meteorological Department (IMD) is engaged in collection of upper air meteorological data using airborne cylinders at various locations in India and also maintains an archival of data at National Data Centre.

Ferrosilicon is used to generate Hydrogen Gas and it is produced at various RS/RW stations of upper air network of IMD.

2. Purpose of RFP

IMD is seeking Ferrosilicon (FeSi78) Si:75-80% as per BIS No.: 1110/1990 (Fourth Revision) Grade Item IV. This RFP is an invitation for potential bidders to participate and submit competitive offer for procurement.

3. Specification of Ferrosilicon

Ferrosilicon (FeSi78) Si:75-80%
As per BIS No.: 1110/1990 (Fourth Revision) Grade Item IV
Quantity – 50 M.T.
Lump Size : (25 mm to 150 mm) ±10%

4. Inspection of the item

Provision for joint inspection by officer from firm's representative and IMD to draw samples for quantitative and qualitative testing for pre-post inspection may be made.

(i)Pre-inspection: An advance sample of 5 Kg (grinded form) required from the firm for both qualitative and quantitative tests, drawn from joint inspection. The grinding is to be done by the firm at their site in presence of IMD's representative.

(ii)Post inspection: Post inspection of goods will be carried out on receipt of material by H F Agra. Testing for qualitative and quantitative will be done on random samples basis and random samples will be drawn in presence of firm's representative, Officer I/C H F Agra and one other officer from H. F. Agra.

(iii)Qualitative Test: The samples will be got tested qualitatively from Govt. approved lab M/s Shri Ram Institute for Industrial Research at New Delhi. The payment for tests shall be borne by the firm.

(iv) Quantitative test: Sample will be tested quantitatively at HQs New Delhi for actual gas production.

(v) Expenditure for testing: Expenditure for qualitative testing both for Pre-inspection & Post-inspection of sample will be borne by the firm.

5. Packing of F/S:

- (a) The Ferrosilicon shall be packed in 50Kg HDPE Nylon bags each and then packed in Gunny bags. The open end shall be properly stitched with nylon thread or "Sutli" (Jute thread).
(b) Weight in Kg. & Firm's name should be clearly marked on each bag.

6. Delivery period: Store should be delivered within 02 (two) month from date of issue of supply order in single lot.

7. Warranty: The store supplied against this contract shall be deemed to bear an onsite warranty of the contractor/manufacture against defective material workmanship and performances for a period of 12 months from the date of acceptance of stores by the consignee. The store shall be new in all respect and shall be strictly in accordance with the IMD specification in the contract. If during the aforesaid period the stores supplied are found by the consignee to be defective the same shall be replaced immediately and in any case of intimation with serviceable stores by the supplier of without any charges at site.

8. Place of Delivery: Hydrogen Factory, Bundu Katra Gwalior Road, Agra Cantt, Agra (U.P.)
Pin - 282001

9. Freight, responsibility: The responsibility of transportation of stores to Hydrogen Factory, Agra will be of the supplier firm.
