



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

Notice Inviting Tender (NIT)

Tender Enquiry No. CPU/52/0719/9917

Dated: 02.09.2020

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 e-TENDER in two bid systems from qualified bidders i.e. (i) Techno-commercial bid & (ii) Price bid from eligible and qualified Indian firms for procurement of services. Manual bids shall not be accepted.
2. Name of Goods/Article/Services: Hiring of Mass Media Consultancy by IMD
3. Quantity & Specification : As per RFP section under tender enquiry document.
4. Tender schedule is as follows:

1.	PRE BID Conference (A) Date & Time (B) Venue	30.09.2020/ 1100 Hrs ISSD, Mausam Bhawan, IMD, Lodi Road, New Delhi-110003.
2.	Closing date and time for submission of tender	29.10.2020/ 1500 Hrs
3.	Tender Opening date & time (Technical Bid)	02.11.2020/ 1200 Hrs
4.	Place of Tender opening	Central Purchase Unit O/o DGM, IMD Lodi Road ,New Delhi-110003

5. Earnest Money Deposit (EMD): Rs.3,60,000/- (Rupees Three Lakh Sixty Thousand) only. EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG). Banker's Cheque/Demand Draft are NOT acceptable.
6. Signed and scanned copy of EMD document/MSME-NSIC Certificate must be uploaded on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Original EMD document in the form of BG/FDR and Hard Copy of MSME/NSIC Certificate for EMD-Exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before closing of bids submission date. EMD shall be valid for 240 days from the date of opening of tender.

7. (a) Micro and small Enterprises registered as OEM for stores and services specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the earnest money deposit (EMD).
(b) Firms other than SSI registered as OEM for stores and services NSIC, are also exempted for submitting EMD.
(c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.
(d) The Indian partner/agent can upload single tender on behalf of their OEM, but the EMD must be submitted by the OEM in the respective foreign currency.
8. All prospective tenderers are requested to attend the Pre Bid meeting if mentioned above. The venue, date and time are indicated in the Para 4 above.
9. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <https://mausam.gov.in> bidder shall upload their tender ONLINE through <https://eprocure.gov.in/eprocure/app> along with scanned copies of EMD documents as mentioned in Para 5 above. Manual bids are NOT accepted.
10. EMD should be issued in the favour of “O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi.
11. Purchaser: The President of India
Through Director General of Meteorology
India Meteorological Department
Lodi Road, New Delhi-110003
12. Consignee: Head (ISSD) (HQ)
India Meteorological Department
Lodi Road, New Delhi-110003
Telephone No. 011-43824314
13. Testing & Acceptance Authority : Head (ISSD)
Lodi Road, New Delhi-110003

Central Purchase Unit (CPU)
O/o Director General of Meteorology
Lodi Road, New Delhi-110003.
Email : cpu.imd@imd.gov.in

निविदा आमंत्रित करने की सूचना (एन आई टी)

ई-निविदा जाँच सं. सी पी यू /52/0719/9917

दिनांक : 02.09.2020

1. मौसम विज्ञान के महानिदेशक (मौविमनि) भारत मौसम विज्ञान विभाग (भा.मौ.वि.वि.) पृथ्वी विज्ञान मंत्रालय, भारत सरकार, भारत के राष्ट्रपति की ओर से नीचे लिखे सामान / वस्तुएँ / सेवाओं की आपूर्ति, संस्थापन और आरंभ के लिए पात्र और अर्हक निविदाकारों से दो बिड प्रणाली अर्थात (एक) तकनीकी बिड और (दो) दर बिड में ऑनलाइन निविदा आमंत्रित करते हैं
14. सामान/ वस्तुएँ/ सेवाओं का नाम: भारत मौसम विज्ञान विभाग द्वारा संचार मीडिया परामर्श की सेवाएं लेना
2. विनिर्देशन और मात्रा: आर एफ पी के अनुसार,
3. निविदा अनुसूची इस प्रकार है:

1.	प्री बिड कांफ्रेंस (क) दिनांक व समय (ख) स्थान	30/09/2020 / 1100 Hrs ISSD, मौसम भवन, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग, लोदी रोड, नई दिल्ली-110003
2.	निविदा जमा करने की अंतिम तिथि व समय	29/10/2020 /1500 Hrs
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	02/11/2020 /1200 Hrs
4.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, कार्यालय महानिदेशक, भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली-110003

4. धरोहर राशि (ई एम डी) : ₹3,60,000/-केवल, बैंक गारंटी अथवा मियादी जमा रसीद (एफ०डी०आर०) द्वारा ही स्वीकार की जायेगी ।
5. ई०एम०डी०, निविदा खुलने की तिथि से २४० दिन के लिये वैध होनी चाहिये। हस्ताक्षरित ई०एम०डी० तथा अन्य दस्तावेज की स्कैन की गई प्रति वेबसाइट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे। मूल ईएमडी (B.G. / FDR के रूप) में और छूट के लिए किसी भी अन्य प्रमाण पत्र को केंद्रीय क्रय एकक (सीपीयू) कमरा नंबर 517 में बोलियों के जमा करने की अंतिम तिथि व समय से पहले जमा करना होगा।
6. (क) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत है, उनको निविदा शुल्क और धरोहर राशि (EMD) प्रस्तुत करने के लिए छूट दी गई है।
(ख) एन०एस०आई०सी० के साथ इस निविदा में निर्दिष्ट समान और सेवाओं के लिए पंजीकृत अन्य कंपनियों को भी ईएमडी जमा करने के लिए छूट दी गई है।
(ग) ई०एम०डी० में छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन हैं।
7. ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं । सभी भावी निविदाकर्ता प्री बिड बैठक (समारोह स्थल, तारीख और समय) में भाग ले सकते है यदि ऊपर पैरा 4 मे अनुरोध किया गया है। ऐसे निविदाकार जो रुचि रखते हों इस आवश्यकता के बारे में और जानकारी प्रेषित से ले सकते हैं।
8. निविदाकर्ता <https://eprocure.gov.in/eprocure/app> और <https://mausam.gov.in> वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात के अनुसार अपनी निविदा तथा हस्ताक्षरित

ई०एम०डी० दस्तावेज की स्कैन की गई प्रति वेबसाईट <https://eprocure.gov.in/eprocure/app> पर आनलाइन अपलोड करे।

9. ई०एम०डी० दस्तावेज “O/o Director General of Meteorology, IMD, New Delhi” के पक्ष और नई दिल्ली में देय, जारी किया जा सकता है।

10. क्रयकर्ता:

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

11. प्रेषित:

प्रमुख (ISSD), भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
Telephone No. 011-43824314

12.जाँच प्राधिकारी:

प्रमुख (ISSD), भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003

केंद्रीय क्रय एकक (CPU)
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली -110003

Email : cpu.imd@imd.gov.in

SECTION – I
GENERAL INSTRUCTIONS FOR TENDER (GIT)

Note : The bidder shall submit their bid as per Scope of the RFP document.

1. Introduction :

The Purchaser has issued this TE documents for related services as mentioned in “**Request for Proposal (RFP)**,” which also indicates, *inter alia*, the required stores, delivery schedule, terms and place of delivery etc. This section (“General Instructions to Bidders”) provides the relevant information as well as instructions to assist the prospective Indian Bidders in preparation and submission of tenders.

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

2. Language of Tender:

The tender submitted by the Indian Bidder and all subsequent correspondence and documents relating to the tender exchanged between the Bidder and the purchaser, shall be written in English language.

3. Eligible Goods and Services:

All goods and related services to be supplied under the contract shall be by the Indian bidders.

4. Tendering Expense

The Bidder shall bear all the costs and expenditure incurred and/or to be incurred by them in preparation, and uploading their tender including attending the pre-bid conference and or arranging demonstration of Product/Services or Field trials that may be deemed necessary by the Purchaser.

5. PRE-BID CONFERENCE:

Pre-bid conference shall be held as per NIT schedule so as to provide an opportunity to the participating bidders to interact with IMD with regard to various tender provisions/clauses, before the bids are submitted. Bidders should depute their authorised representative for pre-bid meeting. In case, due to the points/doubts raised by the prospective bidders, needs to be modified, and then the same will be considered for modification. After pre-bid conference, tender conditions will be frozen. **No change will be permissible after opening of Bids.** Clarification needed if any may be sent before commencement of pre-bid meeting. No reply in this regard shall be sent to individual bidders. **Pre-Bid minutes shall be uploaded on e-procurement portal (<http://eprocure.gov.in/eprocure>).**

6. Regular visit of website:

Prospective bidders are advised to see IMD website <https://mausam.gov.in> & CPP portal <http://eprocure.gov.in/eprocure> on regular basis for any change in NIT schedule, amendment / corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

7. Amendments to TE documents:

At any time, prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it. The amendment will be uploaded on IMD web site only. 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. Prospective bidders are advised to visit/see eprocure.gov.in/CPP on regular basis for any change in NIT schedule, amendment / corrigendum in Tender Document including technical requirement.

8. Documents Comprising the Tender:

The **Two Bid System**, i.e. “Techno – Commercial Bid” and “Price Bid” prepared by the Bidder shall comprise the followings:

(1) Techno - Commercial Tender (Un priced Tender)

The following documents are to be furnished by the Bidder along with their **Technical Bid**. Bidder shall upload following documents on CPP PORTAL <http://eprocure.gov.in>

- (i) Registration certificate of bidding firm with government body in india. Credential/document shall be attached.
- (ii) Checklist section (as per Annexure-I) properly filled and signed.
- (iii) Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of tender.
- (iv) Scanned copy Earnest Money Deposit (EMD) in the form of BG. Original EMD in physical form shall be submitted to Central Purchase Unit of IMD on or before opening of tender.
- (v) Documentary evidence for fulfillment of Eligibility /Qualification criteria(s).
- (vi) ***Copy of agreement between bidding firm in India and their foreign principal indicating precise relationship between them and their mutual interest in this tender must be furnished along with their technical bid.***
- (vii) Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed. (i:e Bidder has agreed to all the terms & condition of tender enquiry document).
- (viii) Authorization letter from principal authorizing Indian representative **to only submit /deposit the tender document** on behalf of foreign principal. Above documents must be enclosed with technical bids otherwise bids may be ignored and not to considered for technical evaluation.
- (ix) **Technical Bid:**
Un-priced/without price bid with make & model etc. should also be given as mentioned in Annexure-IV.
- (x) All pages of the Technical bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.

Note*

Indian firm (Firm /Integrator /Distributors/ Distributors /Stockist etc) for imported stores shall quote in INR only. No foreign exchange shall be released by IMD and also no payment shall be made to their foreign principal.

(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) Price Bid shall be preferred as per price schedule format (Annexure-IV).
- (iii) **The Bidder 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.
- (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) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

Note*. Price bid shall prima-facia shall be rejected in case of any deviation from the technical bid of the bidder and found that any fact concealed or hided in price bid/technical bid.

9. Signing and uploading of Tender :

The Bidders shall upload their proposal ONLINE only through CPP portal <https://eprocure.gov.in> as manual bids are not accepted.

10. Alteration and Withdrawal of Tender :

No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the Bidder.

11. Opening of Tenders :

The purchaser will open the tenders **online** 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. Two Bid system will be as follows. The **Technical Bids** are to be opened in the first instance, at the prescribed time and date. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. Thereafter, in the second stage, the Price Bids of technically qualified Bidders only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

12. SCRUTINY AND EVALUATION OF TENDERS:

(1). **Unresponsive bids:**

The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. **The tenders are liable to be treated as non – responsive and will be summarily ignored if followings are not provided along with technical bids.**

- (i) Registration certificate of Indian bidding firm with government body in India. Credential/document not attached.
- (ii) Tender is unsigned *on each page*.
- (iii) Checklist (annexure-I) not enclosed.
- (iv) Tender Acceptance Form (annexure-II) not duly signed and stamped. **(i.e. all the terms & conditions of tender document are acceptable.** Original Letter shall be enclosed in technical bid.
- (v) Tender validity is shorter than the required period.
- (vi) Required EMD has not been provided unless exempted.
- (vii) Bidder has not agreed to give the required performance security.
- (viii) Copy of agreement of bidding firm from India with its foreign principal with the precise relationship between them and nature of services which would be available from bidding firm in India. Copy of this agreement must be attached with the tender.

(2). Technical Evaluation:

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

Minor Informality/Irregularity/Non-Conformity:

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

(3). Financial evaluation:

Thereafter, in the second stage, the Price Bids of technically qualified Indian Bidders only shall be opened for further scrutiny and evaluation on a date notified after evaluation of the techno commercial tender.

The purchaser shall evaluate the technically qualified financial bids for deciding lowest bidder (L-1) on the basis of ultimate landing cost in single currency INR only. Bids from foreign bidders shall not be accepted and shall be directly rejected as per Ministry of Finance (GOI) order issued on 15-05-2020.

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

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

2. Whenever there is any conflict between the provision in the GCC **regards to specific Para under this section and that in the “RFP” “List of requirements/ technical specifications”**, the provision contained in the RFP shall prevail and have an over-riding effect. Any Special instructions as per “RFP-List of requirements/ technical specifications” section will also apply for this purchase. The conditions (like qualification criteria, delivery schedule, mode of delivery & sites of delivery etc.) mentioned in “RFP-List of requirements/ technical specifications section” will also apply for this purchase.

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 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 or Bidders.

6. Price preference:

Price preference shall be given to **Micro and Small Industries** registered for stores and services specified in this tender document 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 as OEM. 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.

7. Eligibility & Qualification criterion for Bidders:

Firms in given below category are eligible to participate in tender **subject to registration of the firm with government bodies as per act /rules in their country and also fulfil of other specific qualification criteria, terms and conditions mentioned in technical requirement section and tender enquiry document also.**

(i) Original Equipment Manufacturer (OEM).

(ii) Original Software Company (OSC), who developed the main application software.

(iii) Authorized Firm from Original Equipment manufacturer (OEM) /Developer of main application software company (OSC) etc. The Bidder shall have to submit authorization certificate from OEM /OSC etc. that they will provide service support after sale.

- (iv) Integrators/ Authorized dealer/ Firm/ subsidiary/ Distributors/ Stockiest having full back to back maintenance support agreement for hardware & software from OEM & OSC etc..
- (v) Firm from India quoting on behalf of their foreign principal:
 - (a) Copy of agreement, with their foreign principal with the precise relationship between them, their mutual interest and nature of services which would be available from bidding firm from India, shall be submitted along with their tender. Whether foreign principal has agreed to provide technical support and spares after sale services. The type and nature of after sales services to be rendered by the Indian Agent
 - (b) **Firm quoting on behalf of their foreign principal shall be responsible for furnishing performance security in INR only for the entire project.**
 - (c) The complete name and address of the bidding firm in India and its permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.

8. Earnest Money Deposit (EMD) :

The Indian Bidder shall furnish along with its tender, earnest money for an amount as shown in the tender notice. The earnest money is required to protect the purchaser against the risk of the Bidder's unwarranted conduct.

The Bidders who are registered as OEM on Tender submission date with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi , shall be eligible for exemption from EMD. **Micro and small Enterprises** specified by Ministry of Micro , Small & Medium Enterprises (MoMSME) **are exempted from earnest money deposit (EMD). EMD also known as security deposit.**

The EMD shall be furnished in Bank Guarantee (BG) (as per annexure-III) from any commercial bank doing government business. FDR may be issued in the favour of "DDO, O/o DGM, IMD, New Delhi". **Bank Guarantee shall be issued from any Nationalized Bank of India.**

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

The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.

Refund of EMD: Unsuccessful Bidders' earnest money 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 Bidder.

Forfeit of EMD: Earnest money of 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 successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if Firm 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.

9. Performance Security:

1. Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by the purchaser or within twenty one (21) days from the receipt of supply order by the Firm whichever is earlier.
2. The purchaser may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
3. There is no relaxation/exemption in submitting of performance security.
4. **Performance Security has to be submitted irrespective of its registration NSIC etc. Performance security is not relaxed to any Firm/service provider. Submission of Performance Security is must for all Firms/service providers.**
5. It shall be in any one of the forms namely Fixed Deposit Receipt or Bank Guarantee drawn/issued 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 Firm 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. Bank Guarantee shall be issued from any Nationalized Bank of India.
6. The purchaser will release the Performance Security without any interest to the Firm/ service provider on completion of the Firm's all contractual obligations including the warranty obligations & after receipt of performance security for AMC (if applicable) . The Firm shall submit pre receipt for obtaining back their security.

10. Force Majeure:

Force Majeure means an event beyond the control of the Firm and not involving the Firm's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes. If there is delay in performance or other failures by the Firm to perform its obligation under its contract due to event of a Force Majeure, the Firm shall not be held responsible for such delays/failures. **If a Force Majeure situation arises, the Firm shall promptly notify the purchaser in writing of such conditions** and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the Firm shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side. There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with the Firm on similar lines as above for further necessary action.

11. Payment Terms:

1. The Firm shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
2. 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.
3. Tax deducted at source (TDS) shall be done before making payment to the Firms 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.
4. Payment shall be made on quarterly basis after satisfactory service performance certificate by the Head (Mass Media)/ DGM.

12. Award Criteria:

The purchase order /supply order shall be awarded to the eligible responsive tender evaluated as the most economical, technically qualified and suitable to the requirements subject to the availability of funds.

13. Modification of contract

If necessary, the purchaser may, by a written order given to the Firm 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 Firm doesn't agree to the adjustment made by the purchaser, the Firm shall convey its views to the purchaser within fifteen (15) days from the date of the Firm's receipt of the purchaser's amendment / modification of the contract.

14. 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.

15. Termination of tender/contract by the Purchaser:

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 Firm, terminate the contract in whole or in part, if the Firm 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 Firm shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement. If the Firm becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Firm without any compensation, whatsoever, to the Firm, 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.

16. Arbitration clause:

If dispute or difference of any kind shall arise between the purchaser and the Firm 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 Firm 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 Firms 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.

Annexure-I

CHECK LIST

S. N	Activity	Compliance Yes/ No/ NA	Page No. of your bid
1	Is Firm Registration certificate from Government bodies in India attached with technical bid?		
	(i) Have you enclosed EMD (Bank Guarantee) of required amount?		
	(ii) Is the EMD submitted by other firm other than participating firm? If yes, then bid is likely to be ignored.		
	(iii) Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
	(iv) EMD shall be valid for 240 days.		
3.	Have you kept validity of your bid as per the TE document?		
4.	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. Tenders may be ignored if not signed.		
5.	Have you enclosed clause-by-clause <u>compliance statement</u> for the “List of requirements/ technical specifications” section?		
6.	Have you submitted copy of the last purchase order(s) and end user certificate?		
7.	Is tender Submitted by an OEM?		
	Is tender Submitted by an integrator Agent/Dealer/Firm/Distributor/ Stockist etc of OEM? ? Whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		
8.	(i) Permanent Account No. of Indian bidding firm with proof.		
	(ii) Is sales & service tax number with registration certificate attached?		
9.	Name of the firm who quoted the price		
10.	Name of tender currency		
11.	Name of the Firm with complete address to whom supply order to be placed.		

(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

PRICE SCHEDULE (Financial Bid format)

Price to be quoted on firm/company letter heads only

Sl. No.	Mode of deliverable	Details	Frequency	Base Price (Rs.)	Applicable Taxes (Rs.)	Unit Price (Rs.) (5+6)	Total Price (Rs.) (4X7)
1	2	3	4	5	6	7	8
1.	Print	Coffee table book	One time/year (1 No.)				
2.	Audio/Video	1-2 minutes audio/video byte with graphics for media (English, Hindi)	Daily (All seven days of the week) (365Nos)				
		8 minutes audio/video capture on weekly weather update (English, Hindi)	Once a Week (52Nos)				
		Scripts/ creatives for 1-3 minutes short film	4 numbers (1 in each Quarter) (4Nos.)				
		5-10 minutes documentary(English and dubbing in Hindi & 10 regional languages)	1(one) number in a year (1No.)				
3.	Digital Media	Monthly organic growth of 5% month on month in various social media handles.	Monthly report (12Nos)				
4.	Setting up a Digital command centre	With the following main deliverables: 1)Instantly	For real/near real time				

		Addressing People Concerns 2) Regular Weather Updates 3)Sharing live updates from operational units of IMD 4)Real time Response 5)Contextual Content 6)Reputation Management	activity				
5.	Incorporate listening tool	I. Monitor the social media accounts in one place II. Optimize social marketing efforts & increase outreach III. Find user-generated content	Regularly				
6.	Man power support	On Site	06 (as per details given in Scope of Work)				

Total Tender price:

In words:

Note:

1. Indian bidders shall quote 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_____

Place: _____

Date: _____

RFP Document
For
Hiring of Mass Media Consultancy by IMD



India Meteorological Department
Mausam Bhavan, Lodhi Road
New Delhi-110003, INDIA

1. Overview

India Meteorological Department (IMD) is the nodal agency of the Government of India under the Union Ministry of Earth Sciences for collection of meteorological data, its utilization in operational forecasting and all weather related services in the country. The main functions of IMD are:

- a) To take meteorological observations and to provide current and forecast meteorological information for optimum operation of weather-sensitive activities like agriculture, irrigation, shipping, aviation, offshore oil explorations, etc.
- b) To warn against severe weather phenomena like tropical cyclones, nor'westers, thunderstorms, duststorms, heavy rains, cold and heat waves, etc., which cause destruction of life and property.
- c) To provide meteorological statistics required for agriculture, water resource management, industries, oil exploration and other nation-building activities.
- d) To conduct and promote research in meteorology and allied disciplines.

IMD has six Regional Meteorological Centres at: Mumbai, Chennai, New Delhi, Calcutta, Nagpur and Guwahati. It also has different types of operational units such as Meteorological Centres at state capitals, Forecasting Offices, Agro-meteorological Advisory Service Centres, Flood Meteorological Offices, Area Cyclone Warning Centres and Cyclone Warning Centres.

In addition, IMD has the following Divisions to deal with specialized subjects:

- a) Agricultural Meteorology
- b) Civil Aviation
- c) Climatology
- d) Hydrometeorology
- e) Instrumentation
- f) Meteorological Telecommunication
- g) Regional Specialized Meteorological Centre
- h) Positional Astronomy
- i) Satellite Meteorology
- j) Training

IMD intends to hire consultancy services of a credible professional bidder for handling, managing and maintaining all the mass media handles of IMD for outreach of a vast range of IMD services to media, public, disaster managers and stakeholders.

2. Scope of Work

The scope of work of the selected bidder shall be, but not limited to, the following:

- a. The bidder shall be responsible for handling, managing and maintaining all the official social media handles of IMD as per the Framework & Guidelines for "Use of Social Media for Government Organisations" issued by Department of Electronics and Information Technology, Ministry of Communications & Information Technology, Government of India.
- b. Individual Platform Content Strategy :
 - Creating content/posts through graphics, cartoons, smart art, animations, story boards etc. without any infringement of Intellectual Property Rights (IPR) and legal

encumbrances including copyright issues. IMD will not have any responsibility in this matter.

- Sharing updates from various operational units of IMD including live events and broadcast through Facebook, Twitter, Youtube and any other social media channel as per its relevance.
- Running innovative outreach campaigns about India Meteorological Department and publicizing all the national and international events, seminars and workshops including WMO day, Science day, IMD foundation day, etc. as suggested by IMD through these social media platforms.
- Content developed by the bidder can also be posted on IMD website/web portal as and when required.
- Repackaging of the content (videos and photographs) into suitable formats.
- Provide new and attractive look to all social media handles in form of artwork, creative, themes, etc

c. Building Social Media communication Strategy

- By studying the societal impact in context of the activities related to forecast, weather warning dissemination. Generating awareness on weather/meteorology and related fields, engaging citizens over IMD's initiatives following fair and legitimate methods.
- Enhance audience engagement on all social media channels through designing and implementing contests, campaigns, promotions etc.
- The communication Strategy need to include geo-targeted campaign focused on areas that generate the most traffic to the social media site of IMD.

d. Setting up a Digital command centre with the following deliverables:

- To make prompt and proper updating of facebook/Twitter/Instagram etc. and other social media activities of the department. All queries received on all the platforms which need not require inputs from IMD must be replied to within 2 hours and all queries which require a consultation with IMD should be answered within one working day by the bidder.
- To monitor the social sentiment on the digital media and establish a response mechanism system.
- Reputation Management by posting and filtering of user comments, providing responses to all the official social media handles/profiles, and creation of relevant tagging & linkages of the content on all the platforms.

e. Human Resource Support : (06 Professional for Onsite Support)

- The bidder shall provide six qualified and experienced professionals onsite at IMD as mentioned below:
 - a) 1 Team leader,
 - b) 1Content writer,
 - c) 1Graphic Designer,
 - d) 1Video Editor and
 - e) 1Social media Analyst
 - f) 1 consultant with meteorological background for content editing and review.

- Professionals shall have expertise in social media (Twitter/ Facebook/ YouTube/Instagram/Google+ etc.).
 - Additional supportive onsite/offsite manpower shall be provided by the bidder as and when necessary for time bound activities without any further financial implications.
 - The bidder shall submit the biodata of each professional alongwith the bid and updated biodata at the time of award of contract.
- f. Incorporate a good industry standard listening tool:
- To use a good industry standard monitoring tool for analyzing comments/remarks about IMD in various media like newspapers, magazines, social media platforms, etc., both offline and online, national and international.
 - Monitor the social media accounts at one place (centrally).
- g. Ensure data is secure and immune to any fraudulent activity.

3. Key Deliverables:

The main deliverables of the assignment will be:

Sl. No.	Mode of deliverable	Details	Frequency
1.	Print	Coffee table book	One time/year
2.	Audio/Video	1-2 minutes audio/video byte with graphics for media (English, Hindi)	Daily (All seven days of the week)
		8 minutes audio/video capture on weekly weather update (English, Hindi)	Once a Week
		Scripts/ creatives for 1-3 minutes short film	4 numbers (1 in each Quarter)
		5-10 minutes documentary(English and dubbing in Hindi & 10 regional languages)	1(one) number in a year
3.	Digital Media	Monthly organic growth of 5% month on month in various social media handles.	Monthly report
4.	Setting up a Digital command centre	With the following main deliverables: 7) Instantly Addressing People Concerns 8) Regular Weather Updates 9) Sharing live updates from operational units of IMD 10)Real time Response 11)Contextual Content 12)Reputation Management	For real/ near real time activity
5.	Incorporate listening tool	IV. Monitor the social media accounts in one place V. Optimize social marketing efforts & increase outreach VI. Find user-generated content	Regularly
6.	Man power support	On Site	06 (as per details given in Scope of Work)

4. Eligibility, Essential Competencies and Details to be furnished in the Technical Bid

- a. Strong creative and content writing team with communications skills to write clearly and compellingly in English and Hindi with expertise in communication and media (including social media) management.
- b. The bidder should enclose brief organizational profile including background, availability of staff and experience of the bidder in the relevant field. Relevant Proof in support to be submitted.
- c. The bidder should have office in Delhi-NCR. Address, Telephone number of the office along with proof of the office at Delhi-NCR should be attached.
- d. The bidder should have at least 5 years' experience in the field of the subject matter of this RFP and should have provided/have been providing services in the field to Govt. Departments/organizations/PSUs/ State Govt./Quasi Govt. organizations etc. Documentary proof in this regard should be attached.
- e. The bidder should have licensed social media listening and analytical tools. Third party may also be used.
- f. The bidder should have had experience in handling large state/national level events on social media with live coverage.
- g. The bidder should have media planning capability and in-house multi media/graphic design capabilities. Details & proof of service facilities for Technical Support on services, maintenance and availability of multi media lab components and manpower are to be attached.
- h. The bidder should be income tax assessee for the last five years. Copies of Income tax Returns for last 5 years and PAN/TAN Card should be enclosed.
- i. The bidder should not have been blacklisted by any of the State or Central Government organization. It should not have been found guilty of any criminal offence by any Court of law. They should submit a 'self declaration' for the same.
- j. All relevant documents/proof on the above should be attached with the technical bid.

5. Contract period

- a. The total period of the contract will be one year from the date of commencement of contract.
- b. This period can be extended/ shortened at the discretion of the competent authority. There shall be an option to renew the empanelment for a further additional period of 1 year or beyond (on yearly basis) based on satisfactory performance and with the existing Terms and conditions. IMD will have the right to terminate the contract without assigning any reason whatsoever. IMD also reserves the right to modify the term and conditions through mutual consultation.

6. Payment Terms

Payment shall be made on quarterly basis after satisfactory service performance certificate by the competent authority.

7. Penalty clause

- a. The detailed Service Level Agreement (SLA) will be signed with successful bidder on award of the contract. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property of IMD. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of IMD, and the bidder shall, not later than upon termination or expiration of this work order, deliver/ hand over all such documents and software to IMD, together with a detailed inventory thereof.
- b. If at any given point of time, it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn't fulfill any of the contractual obligations, IMD may take a decision to cancel the contract with immediate effect. Further, performance security of the bidder may also be forfeited if the performance of the bidder is not satisfactory.
- c. In case of late services / no services on a specific activity, in which the Bidder fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 1% per week delay or part thereof, of the cost of contract value up to maximum of 10% of the contract value from the Bidder.
- d. IMD will have the right to cancel the contract at any time without assigning any reason thereof.