

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

NOTICE INVITING TENDER (NIT)

Tender Enquiry No. DGM-HQ-32013(12)/1/2021-CPU-DGM Dated: 25.10.2021

- 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 single bid systems from eligible and qualified Indian agencies/firms for following Stores/ Services.
- 2. Name of Stores/Services : **Procurement of Tri-colours Balloons (20 gm)**
- 3. Specification and Quantity : White Balloons 5000 nos., Green Balloons 5000 nos., Saffron Balloons 5000 nos.
- 4. Tender schedule is as follows:

Closing date and time for submission of tender	26.11.2021 / 1700 Hrs.
Tender Opening date & time	29.11.2021 / 1200 Hrs.
Place of Tender Opening	Central Purchase Unit, O/o DGM, IMD, Lodi Road ,New Delhi.

- 5. Earnest Money Deposit (EMD): As per office memorandum No. F.9/4/2020-PPD dated 12/11/2020 of ministry of Finance, Department of expenditure PPD, No provision of EMD is being kept till the tenders issue till 31/12/2021. The firm has to submit a signed <u>Bid Security Declaration</u> as per Annexure-III of tender document on their company letter head failing which their bid will be declared as unresponsive:
- 6. Bidders may download the **Tender Enquiry Document** from the web site https://internal.imd.gov.in/pages/tenders_mausam.php & www.eprocurement.gov.in/cpp and read the tender documents carefully before uploading the tender on CPP Portal.
- 7. Bidders shall ensure that their tenders 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.
- 8. 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.
- 9. Purchaser : The President of India Through Director General of Meteorology,

I/2332/2021		India Meteorological Department, Lodi Road, New Delhi-110003
10.	Consignee:	Head UAID, O/o DGM, India Meteorological Department, Lodi Road, New Delhi-110003
11.	Delivery at/Place of service:	UAID(Workshop), O/o DGM, India Meteorological Department, Lodi Road, New Delhi-110003.
12.	Inspecting Authority:	Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-110003.
13.	Inspection officer :	Authorized Representative of Inspecting Authority

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



भारत मौसम विज्ञान विभाग लोदी रोड, नई दिल्ली -110003

निविदा आमंत्रित करने की सूचना (एन आई टी)

निविदा जाँच सं. DGM-HQ-32013(12)/1/2021-CPU-DGM दिनांक : 25.10.2021

 भारत के राष्ट्रपति की ओर से भारत मौसम विज्ञान विभाग (IMD), पृथ्वी विज्ञान मंत्रालय (MoES), एकल बिड प्रणाली में ऑनलाइन निविदाएं निम्नलिखित सामान / सेवाओं के लिए पात्र और योग्य भारतीय बोलीदाताओं से टेंडर आमंत्रित करते हैं :

2.	सामान/ सेवाओं का नाम	: गणतंत्र दिवस और स्वतंत्रता दिवस 2022 के लिए ट्राई-कलर
		गुब्बारे (20 ग्राम) की खरीद
3.	विनिर्देशन और मात्राः	सफ़ेद गुब्बारे-5000, हरा गुब्बारे- 5000, केसरिया गुब्बारे- 5000

4. निविदा अनुसूची इस प्रकार हैः

1.	निविदा जमा करने की अंतिम तिथि व समय	दिनांक 26.11.2021 / 1700 बजे
2.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	दिनांक 29.11.2021 / 1200 बजे
3.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौ.वि.म.नि. का कार्यालय भा.मौ.वि. ,
		लोदी रोड, नई दिल्ली

- 5. ध्ररोहर राशि (ई एम डी): वित्त मंत्रालय, व्यय विभाग PPD। के कार्यालय ज्ञापन सं। F.9 / 4/2020-PPD दिनांक 12/11/2020 के अनुपालन में फर्मों को ध्ररोहर राशि (ई एम डी) जमा करने से दिनांक 31/12/2021 तक छूट दी गई है। फर्मों को अपनी कम्पनी के लेटर हैड पर एक हस्ताक्षरित बोली सुरक्षा घोषणा (Annexure-III) प्रस्तुत करनी होगी, अन्यथा उनकी बोली को अनुत्तरदायी ठहराया जा सकता है ।
- 6. निविदाकर्ता https://internal.imd.gov.in/pages/tenders_mausam.php 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 पोरटल पर डालें ।

- I/2332/20/21 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 ।
 - 8. 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 ।

9.	क्रयकर्ताः	भारत के महामहिम राष्ट्रपति
		भा.मौ.वि.वि.के माध्यम से
		भारत मौसम विज्ञान विभाग,
		लोदी रोड, नई दिल्ली-110003
10.	परेषितिः	प्रमुख, (यू.ए.आई.डी),
10.	414101	
		महानिदेशक का कार्यालय
		भारत मौसम विज्ञान विभाग
		लोदी रोड, नई दिल्ली-110003
11.	सेवा का स्थान:	प्रमुख, (यू.ए.आई.डी.),
		महानिदेशक का कार्यालय,
		भारत मौसम विज्ञान विभाग,
		लोदी रोड, नई दिल्ली-110003.
12.	जाँच प्राधिकारीः	प्रमुख, (यू.ए.आई.डी.),
		मौसम विज्ञान के महानिदेशक
		भारत मौसम विज्ञान विभाग
		लोदी रोड, नई दिल्ली-110003
13.	जाँच अधिकारीः	जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि
		प्रमुख (कें. क्र. ए),
		मौसम विज्ञान के महानिदेशक का कार्यालय,
		लोदी रोड, नई दिल्ली- 110003

Email: cpu.imd@imd.gov.in

1/2333/2021



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

E-Tender Enquiry No.DGM-HQ-32013(12)/1/2021-CPU-DGM

Dated -25/10/2021

TENDER DOCUMENT

FOR

Procurement of Tri-coloured Balloons (20 gm)-15000 nos. For Republic day & Independence day 2022

> UAID, DGM Lodi Road New Delhi–110003

INSTRUCTIONS TO BIDDERS

(1) Introduction:

- (i) The Bidder shall upload following documents on CPP PORTAL https://eprocure.gov.in/eprocure.
- (ii) Checklist section (Annexure-II of Tender document) properly filled and signed. It should be attached in beginning of tender.
- (iii) The firm has to submit a signed **<u>Bid Security Declaration</u>** as per Annexure-III.
- (iv) Documentary evidence for fulfilment of Eligibility/Qualification criteria(s) as per Tender Document.
- (v) NSIC/MSME Enlistment Certificate (if applicable).
- (vi) Tender terms & Conditions Acceptance Form (Annexure-I of Tender document) duly filled, signed & stamped. (i.e. bidder has agreed to all the terms & condition of tender enquiry document).

(2) Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Prices should be quoted as per price schedule format (Chapter-5 of Tender document). The Bidder shall indicate on the Price Schedule specifying all components of prices shown therein including the unit prices and total tender prices of Services, packing, inland transportation/freight/insurance to the sites, sale tax & VAT etc against the requirement.
- (iii) Costing, of each and every item, sub items offered in bidder's bid, shall be done with all breakup prices.
- (iv) In case any charges not mentioned in the price bid, it will be treated as all the charges are free of cost for that item.
- (v) Statutory levies, taxes and duties etc., if any, chargeable on services are payable on actual basis as applicable.
- (vi) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

(3) Signing and Uploading of Tender:

The bidder shall upload their <u>bid</u> only on **CPP Portal** https://eprocure.gov.in only. Partial and Manual bids shall not be accepted. Evaluation of bids shall be done based upon uploaded bids on **CPP Portal** only. <u>Tender documents should not be uploaded with bid on</u> cpp portal. File size should not exceed the limit of 25 MB.

(4) Opening of Tenders:

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

(5) Scrutiny and evaluation of Tenders:

(a). <u>Unresponsive bids:</u>

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

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

(b). <u>Bid Evaluation:</u>

Bids shall be scrutinized and evaluated by the committee constituted by competent authority with reference to parameters prescribed in the TE document. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

The ultimate cost will be arrived at by considering following elements to decide the lowest bidder (L-1).

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

CONDITIONS OF CONTRACT (CoC)

- 1. Eligible Bidders: Indian firms.
- 2. **Tender Validity:** The tenders shall remain valid for acceptance for a period of 180 days (one hundred eighty days) after the date of tender opening prescribed in the TE document.
- **3. Price preference:** Price preference shall be given to <u>Micro and Small Scale Industries</u> registered with <u>National Small Industries Corporation</u> or any other government agencies as per the latest guidelines/orders from Government of India. Purchase preference and quantity etc shall be decided as per the Government of India orders. The bidders shall have to attach valid registration certificate along with balance sheet indicating turnover etc for the previous financial year. Micro and small Enterprises are exempted for submitting fees/cost towards tender document and submission of earnest money deposit (EMD) also known as security deposit. *However Micro and small Enterprises are not exempted for performance security. Micro and small Enterprises shall have to furnish performance security if purchase order is placed to them. There is no relaxation in this regard.*
- 4. Earnest Money Deposit (EMD): As per office memorandum No. F.9/4/2020-PPD dated 12/11/2020 of ministry of Finance, Department of expenditure PPD, No provision of EMD is beingkept till the tenders issue till 31/12/2021. The firm has to submit a signed <u>Bid Security Declaration</u> as per Annexure-III of tender document on their company letter head failing which their bid will be declared as unresponsive.
- 5. Performance Security: The supplier shall furnish performance security to the purchaser for an amount equal to Three percent (3%) of the total value of the supply order in the form of FDRor Bank Guarantee from any commercial bank, within twenty one (21) days from date of the receipt of supply order, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier. Performance Security has to be submitted irrespective of its registration DGS&D/NSIC. Performance security is not relaxed to any supplier.

In the event of any amendment issued to the contract, the supplier shall, within twentyone (21) days of issue of the amendment, furnish the corresponding amendment to the PerformanceSecurity (as necessary), rendering the same valid in all respects in terms of the contract, as amended. The purchaser will release the Performance Security without any interest to the supplieron completion of the supplier's all contractual obligations. The supplier shall submit pre receipt for obtaining their security.

- 6. **Scope of Work:** IMD intends to procure Tri-colours Balloons (20 gm) for Republic day 2022 and Independence day 2022 (White Balloons 5000 nos., Green Balloons -5000 nos., Saffron Balloons -5000 nos.).
- 7. Compliance of Rule 144(xi) of GFR-2017: Bidder has to submit a compliance certificate that they comply with the Govt order F.No. 6/18/2019-PPD dated 23rd July 2020 of Min. Of Finance, DoE, Public Procurement Division ,failing which their bid shall not be accepted and liable to be rejected.
- 8. **Penalty clause/Liquidated damages clause (LD)**: The supplier shall deliver the stores under the contract within the time schedule as specified in RFP. The purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, can deduct as penalty/liquidate damage from the contract price a sum of equivalent to 0.5% (half percent) per week of delayed of stores subject to a maximum of 10% of the contract price of delayed items. L/ D shall not be imposed under force majeure conditions.

Once the maximum is reached purchaser may also consider followings:

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

9. Taxes and Duties in India:

i. Duty and Local Taxes:

Normally materials to be supplied to Govt. Department against Govt. contracts are exempted from levy of town duty, Octoroi duty, terminal tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such exemption only on production of such exemption certificate from any authorized officer. Contractors should ensure that stores ordered against contracts placed by this office are exempted from levy of town duty/Octoroi duty, Terminal tax or other local taxes and duties. <u>Wherever required, theyshould obtain the exemption certificate from the indenter/consignee concerned, to avoid payment of such local taxes or duties</u>. The supplier shall pay the Octoroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments.

ii. <u>Income Tax and service tax etc:</u>

Tax deducted at source (TDS) shall be done before making payment to the suppliers as per existing law in force. The bidders (foreign as well as Indian bidders) may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc. Thebidders 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 ifany.

10. Terms and Mode of Payment:

Payment Terms: Payment shall be made to the firm after completion of work and certificate tobe provided by the user section. Payment shall be made subject to recoveries, if any, by way of liquidated damages /penalty clause /TDS or any other charges as per terms & conditions of contract if not specified elsewhere in the document. The bidder shall submit particulars of his bank account required for making payments. (a) Account Number (b) Bank Name (c) Branch Name (d) Address (e) IFS code (f) MICR No. (g) Telephone No. (h) SWIFT code etc.

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

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

12. Arbitration clause:

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

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

Schedule of Requirement

- i) Total 15000 nos. Tri-coloured Balloons (White Balloons- 5000 nos., Green Balloons- 5000 nos., Saffron Balloons-5000 nos.) should be supplied between 1st December to 15th December 2021 positively. The Supply Order will be issued by the Central Purchase Unit (CPU), IMD.
- ii) These Tri-coloured Balloons should be delivered to the consignee at the following address:

UAID (Workshop), India Meteorological Department, Lodi Road, New Delhi-110003.

Specification & allied Technical Details

Material and workmanship

- a) The rubber used in the manufacture of balloons shall be finest quality and free from particle of foreign matter and shall be used in the form of latex emulsion which should be suitably compounded with necessary ingredients.
- b) The balloon shall be seamless and the balloon tissue shall be uniform thickness, free from pin holes and weak spots. It shall withstand high temperature and humidity without significant deterioration for at least two years. It shall be free from any obnoxious smell.
- c) The colour of the balloon shall be deep, fast bright and of uniform shade. The balloons should maintain the colour on inflation.

Specifications

Colour	Weight in (gms)	Neck Length (mm)	Neck Circumf erene (cm)	Minimum un- inflated circumfer ence (cm)	Minimu m Bursting Circumf erence (meter)	Minimum Bursting Height (km)	Length of balloons including Neck (cm)
1	2	3	4	5	6	7	8
White/ Green/ Saffron	20 <u>+</u> 2	78 <u>+</u> 2	8 <u>+</u> 1	48cm	2.8 <u>+</u> 0.2	03 Km	36 <u>+</u> 1 cm

Quantity

White coloured balloons	:	5000 Nos.
Green coloured balloons	:	5000 Nos.
Saffron coloured balloons	:	5000 Nos.

The colour should be uniform, deep and fast. The weight of balloons and the dimensions should be within the limits specified above.

Qualification Criteria

Detailed, para-wise compliance statement shall be provided by the tenderer and shall specifically state their compliance / Non-compliance in the test form in detail. Compliance and non compliance of IMD specification shall be clearly stated and shall be supported by test and literature.

Packing

(a). Each balloon shall be thoroughly dried and dusted with a dry powder which shall effectively prevent cohesion of rubber. Each balloon shall be packed separately in the sealed plastic bag.

(b). The type of balloons and the month and year of manufacture shall be stamped in indelible ink on each balloon as well as on its packing bag or envelope.

(c). These bags shall be further covered in sturdy water proof card board boxes, sealed with adhesive tape, 200 Nos. of balloons in each box.

(d). Each Box of balloon should clearly indicate information like date of manufacturing, date of expiry. Lot No., company name, type of balloon & quantity.

Sampling & Testing

(a). Each bidder shall submit 10 Nos. samples of each colour balloons with their quotation for testing and approval.

(b). After the receipt of the store, each lot will be sampled & tested as per the IMD specification.

(c).Inflation Test: Each balloon of the samples shall carefully examined to see whether it adheres to the tolerance limits prescribed as regards its weight, dimension, etc. The balloons shall then be inflated with air till it burst. When inflated the balloon shall remain spherical in shape. If 80% of the samples pass the test, lot will be accepted. But if 70% of the samples pass the test, then re-sampling will be done. In case less than 70% of the samples pass the test, the entire consignment shall be rejected.

Warranty

Warranty for a period of 12 months from the date of delivery.

Delivery Schedule

15000 Nos. Tri-colour balloons (5000 Nos. White Balloons, 5000 Nos. Green Balloons & 5000 Nos. Saffron Balloons) should be supplied between 1st December to 15th December 2021 positively.

Mode of Shipment

By Rail/ Road.

Payment:

The payment will be made after test and acceptance of the store.

PRICE SCHEDULE (Financial Bid format)

S.No	Name of Item/Store	Quantity	Model / Make	Base price	taxes &	Unit Price 5+6	Total price
(1)	(2)	(3)	(4)	(5)		(7)	(8)
			Stor	e Compon	ents		
Services components							

Total Tender price in figure:

Total Tender price in words:

Note/Instruction:

- 1. The bidder shall use their <u>own letter head</u> for quoting the prices. Document should be signed and stamped on all the pages.
- 2. Price shall be preferred in the format for deliverables for stores & services as given at Annexure.
- 3. The names of each stores/items offered in technical proposal must be mentioned with make & Model including services etc if any..
- 4. Charges, if any, for inland (within the India) Transportation /freight/insurance of stores shall be mentioned. In case not mentioned, it is treated as free of cost.
- 5. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- 6. All applicable taxes must be mentioned against each item. Rate of each applicable tax must be mentioned in price bid. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
- 7. Costing for each and every items and sub items which is offered in technical bid shall be done with all breakups.
- 8. Price Bid (in pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder

Seal of the Bidder

CONTRACT FORM

Annexure-I

TENDER TERMS & CONDITIONS ACCEPTANCE FORM (For all the terms & conditions of tender document are acceptable to tenderer)

To,

The Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-Il0003

Ref: Tender Enquiry (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 "TENDER DOCUMENT- 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 within scheduled time.

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. (Signature with date and seal of the company)

I/We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

I/We confirm that we are not deregistered/banned/blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities on the date of submission of bids.

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.

(Name and designation)

Duly authorised to sign tender for and on behalf of tenderer

Note*:

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

CHAPTER-7 OTHER STANDARD FORMS

Annexure-II

CHECKLIST

S.No	Activity	Compliance Yes/ No/ NA	Page& ParaNo.of the bid Document
1.	Is Registration certificate of the Indian Firm with any state or central government body of India attached with technical bid?		
2.	Is Earnest Money Deposit (EMD) Declaration enclosed ?		
3.	Is the validity of bid as per the TE document?		
4.	Is the Tender Terms & Conditions Acceptance Form duly filled and signed (i.e. terms and conditions are acceptable)? (as per Annexure-I)		
5.	Is the bid signed?(Tenders is liable to be rejected if not signed)		
6.	Is the clause-by-clause com <u>p</u> liance statement for the "List of requirements/ technical specifications" section enclosed? Compliance matrix indicating point wise compliance to all the points of tender document. Each point needs to be complied and single		
	statement for all the points will not be agreed to.		
7.	Is the copy of the last purchase order(s) and end user certificate enclosed?		
8.	Whether Permanent Account No. of bidding firm with proof is provided.		
9.	Is sales &service tax number/GST with registration certificate attached?		
10.	Name of the firm who quoted the price?		
11.	Name of tender currency?		
12.	Name of the bidder with complete address to whom supply order is to be placed?		
13.	Whether un-priced bid similar to price bid with price hidden is enclosed?		
14.	Whether bidder has submitted compliance certificate as per s.no. 7 of Chapter-2 in Tender documents		

(Signature with date)

(Full name, designation on behalf of the bidder)

Undertaking for Tender/Bid Security Declaration

We,_____(Legal Name of Tenderer / Bidder) hereby confirm that we are submitting the tender for _____(Name of the work as per Para 2 of NIT) floated by India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi.

We do hereby undertake that in the following cases, we shall be debarred from participating in the retender of this work and also will be debarred from participating in any tender of India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi for a period as specified in table below:

Sr. No.	Case	Period of Ban*
1.	if we resile or withdraw our Tender during the period of Tender evaluation before opening of Financial Bids or	2 years
2.	 if, having been notified of the acceptance of our Tender by Office of the DGM, India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi during the period of tender validity, we a) Fail or refuse to enter into rate contract with O/o the DGM, India Meteorological Department, Ministry of Earth Sciences, Govt. of India, New Delhi within the time limit specified and/or b) Fail or refuse to submit unconditional acceptance of Supply Order within the time limit specified and/or c) Fail or refuse to furnish the performance security in accordance with Para 5 of Chapter 2 within the time limit specified. 	3 years

*Period of ban shall be from the date of resiling / withdrawal of this tender or from date of issue of Supply Order, as the case may be.

(Signature with date and seal of the company) (Name and designation)

Note: The undertaking shall be signed by authorized signatory, duly authorised to sign tender for and on behalf of Bidder.

BANK GUARANTEE MODEL FORMAT FOR PERFORMANCE SECURITY

To, The President of India

Through :-

Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-110008

 WHEREAS______(Name and address of Successful bidder)

 (Hereinafter called "Successful bidder") has undertaken, in pursuance of contract

 no______dated_____to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that Successful bidder shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give Successful bidder such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of Successful bidder, up to a total of.______(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring Successful bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from Successful bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and Successful bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid up to and including the day of , 20

(Signature with date of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

Non-Blacklisting declaration

(Sample Format only)

То:,

Date:

(Consignee Name and address)

Dear Sir,

This is to notify that our Firm/Company/Organization intends to submit a proposal in response to invitation for TENDER No: for TRANSPORTATION OF HYDROGEN GAS CYLINDERS AND OTHERMETEOROLOGICAL STORES LIKE CAUSTIC SODA AND FERROSILICON THROUGH PVT. TRUCKSON RATE CONTRACT BASIS. In accordance with the above we declare that:

- a) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.
- b) We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Sincerely,

[BIDDERS NAME]

Name

Title Signature