



**India Meteorological Department  
MausamBhawan, Lodi Road  
New Delhi-110003**

**NOTICE INVITING TENDER (NIT)**

**Tender Enquiry No.DGM-HQ-32013(13)/1/2021-CPU-DGM Dated: 30.05.2022**

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 systems i.e. (i) Technical bid & (ii) Price bid from eligible and registered Indian transporters for supply of following Stores/Services.
2. Name of Stores/Services : Transportation of Hydrogen Gas Cylinders (Filled/Empty) & Chemical Bags
3. Specification and Quantity: As per Tender Document
4. Tender schedule is as follows:

1.	PRE BID Conference	14.06.2022 / 1100 Hrs. <b>Place-Mausam Bhawan, Lodi Road New Delhi,</b> Tel- 011 43824539
2.	Closing date and time for submission of tender	16.07.2022 / 1700 Hrs.
3.	Tender Opening date & time (Technical Bid)	18.07.2022/ 1200 Hrs.
4.	Place of Tender Opening	Central Purchase Unit, O/o DGM, IMD, Lodi Road ,New Delhi.

5. **Earnest Money Deposit (EMD): Rs. 40,000/-** (Rupees forty thousand only) shall be accepted from the participating firm in the form of Bank Guarantee (BG)/Fixed Deposit Receipt (FDR)/Insurance Surety Bond only.
6. EMD shall be valid for 240 days from date of opening of Tender.
7. EMD in the form of FDR/Bank Guarantee/Insurance Surety Bond may be issued in the favour of "DDO, O/o Director General of Meteorology, IMD, New Delhi" and payable at New Delhi.
8. (a) Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (Mo MSME) with valid certificate duly issued by GOI are exempted for submitting the tender fee and

earnest money deposit (EMD). It will be applicable for those bidders who shall produce goods or provide their own services, and not applicable for trading purpose. No entrepreneur or memorandum of application form is acceptable.

(b) The exemption and relaxation in tender fee and EMD are subject to the validity & acceptance of their registration certificate on the date of opening of tender.

9. All prospective bidders are requested to attend the Pre-Bid meeting as per venue, date and time indicated in the Para 4 above. Maximum two representatives of a firm with proof of their covid-19 vaccination certificate of 2<sup>nd</sup> dose will be allowed to participate in pre-bid meeting. The prospective bidders can send their queries preferably 5 days in advance before scheduled pre-bid meeting, on email: [dataual@gmail.com](mailto:dataual@gmail.com) and [mi.ansari@imd.gov.in](mailto:mi.ansari@imd.gov.in).
10. The bidder shall download the Tender Enquiry Document from <https://eprocure.gov.in/eprocure/app> and <https://internal.imd.gov.in/pages/tenders.php> .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.
11. 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.
12. 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.
13. Purchaser: The President of India  
Through Director General of Meteorology,  
India Meteorological Department,  
Lodi Road, New Delhi-110003
14. Consignee: Director General of Meteorology (UAID),  
India Meteorological Department,  
Lodi Road, New Delhi-110003
15. Inspecting Authority: Director General of Meteorology (UAID),  
India Meteorological Department,  
Lodi Road, New Delhi-110003.
16. 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](mailto: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(13)/1/2021-CPU-DGM दिनांक : 30.05.2022

1. भारत के राष्ट्रपति की ओर से भारत मौसम विज्ञान विभाग (IMD), पृथ्वी विज्ञान मंत्रालय (MoES), दो बिड प्रणाली में ऑनलाइन निविदाएं अर्थात (एक) तकनीकी बिड और (दो) दर बिड में निम्नलिखित सामान / सेवाओं की खरीद के लिए पात्र और योग्य भारतीय बोलीदाताओं से टेंडर आमंत्रित करते हैं :
2. सामान/ सेवाओंका नाम : Transportation of Hydrogen Gas Cylinders (Filled/Empty) & Chemical Bags
3. विनिर्देशन और मात्रा : टेंडर डॉक्यूमेंट के अनुसार
4. निविदा अनुसूची इस प्रकार है:

1	प्री बिड कांफ्रेंस	दिनांक 14.06.2022/ 1100 बजे स्थान- मौसम भवन लोदी रोड नईदिल्ली Tel- 011 43824539
2.	निविदा जमा करने की अंतिम तिथि व समय	दिनांक16.07.2022/ 1700बजे
3.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	दिनांक18.07.2022/ 1200बजे
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(ईएमडी) :Rs. 40,000/- (चालीस हजार रुपये मात्र) केवल, बैंक गारंटी / मियादी जमा रसीद (एफडीआर) / बीमा जमानत बांड, द्वारा ही स्वीकार की जायेंगी।
6. ईएमडी, निविदा खोलने की तारीख से 240 दिनों के लिए मान्य होगा।
7. धरोहर राशि (ईएमडी) एफडीआर/बैंक गारंटी/बीमा जमानत बांड के रूप में आहरित किया जा सकता है जो "डीडीओ, कार्यालय महानिदेशक, भारत मौसम विभाग, नई दिल्ली" के पक्ष में, और नई दिल्ली में देय, होना चाहिये।

8. (i) लघु उद्योग, कुटीर और छोटे पैमाने पर उद्यम जो किसी भी सरकारी निकायों के साथ इस निविदा में निर्दिष्ट समान के लिए पंजीकृत हैं, उनको निविदा शुल्क और धरोहर राशि (ईएमडी) प्रस्तुत करने के लिए छूट दी गई है। यह उन बोलीदाताओं के लिए लागू है, जो माल का उत्पादन स्वयं करेगा या अपनी सेवाएं उपलब्ध कराएगा तथा ट्रेडिंग के लिए लागू नहीं होगा। कोई उद्यमी या ज्ञापन आवेदन पत्र स्वीकार्य नहीं है।

(ii) निविदा शुल्क और ईएमडी में छूट, निविदा खोलने की तारीख को उनके पंजीकरण की वैधता पर निर्भर करेगा।

9. सभी संभावित बोलीदाताओं से अनुरोध है कि वे उपरोक्त पैरा 4 में उल्लिखित स्थल, तिथि और समय के अनुसार बोली-पूर्व बैठक में भाग लें। एक फर्म के अधिकतम दो प्रतिनिधियों को, उनके द्वितीय खुराक के कोविड-19 टीकाकरण प्रमाणपत्र के प्रमाण के साथ बोली-पूर्व बैठक में भाग लेने की अनुमति दी जाएगी। संभावित बोलीदाता अपने प्रश्नों को अधिमानतः 5 दिन पहले निर्धारित प्री-बिड मीटिंग से पहले ईमेल: [dataual@gmail.com](mailto:dataual@gmail.com) and [mi.ansari@imd.gov.in](mailto:mi.ansari@imd.gov.in) पर भेज सकते हैं।

10. बोलीदाता को <https://eprocure.gov.in/eprocure/app> और <https://internal.imd.gov.in/pages/tenders.php> से निविदा पृष्ठताछ दस्तावेज डाउनलोड करना होगा। बोलीदाता अपनी निविदा <https://eprocure.gov.in/eprocure/app> के माध्यम से ऊपर पैरा 5 में उल्लिखित ईएमडी दस्तावेजों की स्कैन की गई प्रतियों के साथ ऑनलाइन अपलोड करेंगे। मैन्युअल बोलियां स्वीकार नहीं की जाती हैं।

11. 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।

12. 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।

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

14. परेषिति: मौसम विज्ञान के महानिदेशक (यु.ए.आइ.डी.)  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003

15. जाँच प्राधिकारी: मौसम विज्ञान के महानिदेशक (यु.ए.आइ.डी.)  
भारत मौसम विज्ञान विभाग  
लोदी रोड, नई दिल्ली-110003

16. जाँच अधिकारी: जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि  
प्रमुख, केंद्रीय क्रय एकक (कें.क्र.ए),  
मौसम विज्ञान के महानिदेशक का कार्यालय,  
लोदी रोड, नई दिल्ली- 110003.  
ईमेल: [cpu.imd@imd.gov.in](mailto:cpu.imd@imd.gov.in)



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

# **RFP CUM TENDER DOCUMENT**

FOR

TRANSPORTATION OF HYDROGEN GAS CYLINDERS  
(FULL/EMPTY) AND OTHER METEOROLOGICAL STORES  
LIKE CAUSTIC SODA AND FERROSILICONBAGS  
THROUGH PVT. TRUCKS ON  
RATE CONTRACT BASIS

## CONTENTS

<b>S.No</b>	<b>Description</b>	<b>Page No.</b>
<b>1.</b>	<b>Instructions to bidders (CHAPTER 1 )</b>	<b>3</b>
<b>2.</b>	<b>Conditions of contract (CHAPTER 2 )</b>	<b>8</b>
<b>3.</b>	<b>Route List (CHAPTER 3)</b>	<b>15</b>
<b>4.</b>	<b>Specification (RFP) (CHAPTER 4)</b>	<b>23</b>
<b>5.</b>	<b>Price Schedule (CHAPTER 5)</b>	<b>26</b>
<b>6.</b>	<b>Contract Form (Annex-II) (CHAPTER 6)</b>	<b>27</b>
<b>7.</b>	<b>Other Forms (CHAPTER 7)</b>	<b>28</b>
<b>(i)</b>	<b>Annexure – I (Checklist)</b>	<b>28</b>
<b>(ii)</b>	<b>Annexure – III (EMD/Bid Security Declaration)</b>	<b>29</b>
<b>(iii)</b>	<b>Annexure – IV (Model bank guarantee format for Performance Security)</b>	<b>30</b>
<b>(iv)</b>	<b>Annexure – VI (Non-Blacklisting declaration)</b>	<b>31</b>

## CHAPTER-1

### INSTRUCTIONS TO BIDDERS

#### **1. Introduction:**

The India Meteorological Department (IMD) (IMD) has issued this Tender Enquiry document for purchase of goods/stores/articles and related services as mentioned in TENDER DOCUMENT which also indicates, inter alia, the required stores, delivery schedule, terms and conditions and place of delivery etc.

This section ("General Instructions to Bidders") provides the relevant information as well as instructions to assist the prospective 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 bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and IMD, shall be written in English language.

#### **3. Eligibility:**

- a) Bid is open to all Indian transporters who transport goods by different capacity trucks i.e. 3.5/5.0/9.0 MT.
- b) The transporter should have a min. turn over Rs. 15,00,000/- ( Rs. Fifteen lakh only) each year during last two financial year 2018-19, 2019-20. A copy of the same duly certified by the C.A. is to be furnished with the tender documents.
- c) Copy of ITR for the last two financial year 2018-19 & 2019-20 should be submitted. The said documents to be scanned and uploaded with bid documents and original must be submitted before the opening of tender.
- d) Bidders who fulfill the Eligibility Criteria mentioned in Chapter-2, clause-5 will be considered for Technical Evaluation of bids.
- e) Bidders should have proven track record in supply of goods to different parts of the country.

#### **4. Tendering Expense:**

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

#### **5. Pre-Bid Conference:**

- a) Pre-bid conference shall be held as per Notice Inviting Tender (NIT) schedule. Request for clarification during pre-bid, if any, may be sent by email to [dataual@gmail.com](mailto:dataual@gmail.com) and [mi.ansari@imd.gov.in](mailto:mi.ansari@imd.gov.in) latest by five working days before the commencement of pre-bid meeting. Pre-Bid meeting minutes shall be

uploaded on e-procurement portal ([eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)) after getting approval from competent authority.

- b) In case, due to the points/doubts raised by the prospective bidders, tender needs to be modified, the same will be considered for modification.
- c) No change will be permissible after notification of pre-bid minutes.
- d) No reply in this regard shall be sent to individual bidders.

#### **6. Regular inspection of website:**

Prospective bidders are advised to see Central Public Procurement (CPP) portal [eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure) on regular basis for any change in NIT schedule like amendment / corrigendum in Tender Document including technical requirement and pre-bid minutes etc.

#### **7. Amendments to Tender enquiry (TE) documents:**

At any time, prior to the deadline for submission of tender, IMD may, for any reason deemed fit by it, modify the Tender Enquiry document by issuing suitable amendment(s) to it. The amendment will be uploaded on CPP portal [eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure) only.

In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, IMD may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

#### **8. Documents Comprising the Tender:**

The tender is to be submitted in Two Bid System. The "**Techno - Commercial Bid**" and "**Price Bid**" prepared by the bidder shall comprise the followings:

##### **(A) Techno - Commercial Tender (Un-priced Tender)**

The following documents are to be furnished by the bidder along with Technical Bid (Techno-Commercial Bid) as per the eligibility conditions applicable. Bidder shall upload following documents on CPP Portal [eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure)

- a. Registration certificate of bidding firm with any state and central government body of India. Credential/document shall be attached.
- b. Checklist section (as per Annexure-I) properly filled and signed.
- c. Scanned copy of Earnest Money Deposit (EMD) in the form of Fixed Deposit Receipt/ Bank Guarantee (FDR/BG). (*if applicable*)
- d. Original EMD in physical form shall be submitted to Central Purchase Unit, Office of DGM, IMD, on or before opening of tender. (*if applicable*)
- e. Documentary evidence for fulfillment of **Eligibility /Qualification** criteria.
- f. Certificate issued by competent authority from Ministry of MSME/ National Small Industries Corporation shall be uploaded on [eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure) (CPP Portal) and original shall be submitted in Central purchase Unit of IMD on or before opening of tenders.



- g. Tender terms & Conditions Acceptance Form (as per Annexure-II) duly signed.
- h. Technical Bid duly signed and stamped on all pages.
- i. *The above documents must be signed (all pages), stamped and scanned & shall be attached in the beginning of technical bid.*

## **(B) Price Bid**

**Price bid documents are to be furnished by the bidder as per following:**

- a) All pages of the price bid should be page numbered, indexed and signed with company/firm's seal by authorized signatory.
- b) Price Bid shall be preferred as per price schedule format (Chapter-5, Annexure-V).
- c) Costing of each and every item, sub items offered in bidder's technical bid, shall be done with all breakup prices.
- d) The bidder shall indicate on the Price Schedule specifying all components of services, packing, inland transportation/ freight/insurance to the sites, GST or any other duties and taxes applicable against the requirement.(wherever applicable).
- e) Successful bidder shall bear all the taxes (GST/IGST/SGST/Income-tax /WCT/or any other taxes) levied by the state / central government in force in India, as per the rates prevailing at the time of undertaking the job in accordance with the Income-tax Act.
- f) The reasonability of cost shall be a criterion in short listing the Bidders.
- g) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

**Price bid shall summarily be rejected in case of any deviation from the un-priced bid given with the technical bid of the bidder.**

## **9. Signing and Submission of Tender:**

Properly signed and stamped tender on the company letterhead shall be uploaded online through CPP Portal, [eprocure.gov.in/eprocure](http://eprocure.gov.in/eprocure). Hard copy of bids shall not be accepted for submission. The tender shall not contain any over writing. Only PDF format of the tender shall be uploaded on CPP portal.

## **10. Alteration and Withdrawal of Tender :**

The bidder after uploading its tender on CPP portal is permitted to alter / modify its tender within the deadline for submission of tenders.

## **11. Opening of Tenders:**

IMD will open the 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 IMD, the tenders will be opened at the appointed time and place on the next working day.

- a) The Technical Bids are to be opened at the prescribed date and time. These bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document.
- b) 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 for acceptance of tender**

### **(A) Scrutiny of bids:**

The tenders will be scrutinized to determine whether they are complete in all respects and meet the essential important requirements, conditions etc. as prescribed in the TE document.

*The tenders are liable to be treated as non - responsive and will be summarily rejected if following are not essentially provided along with techno-commercial bids.*

- a) Registration certificate of bidding firm with any state and central government body of India. (Credentials/documents shall be attached).
- b) Tender should be signed, stamped and complete in all respects. All documents shall also be digitally signed.
- c) Properly signed and stamped checklist Chapter-7 (Annexure-I) and fully completed compliance statement is to be enclosed.
- d) Tender Acceptance Form Chapter-6 (Annexure-II) to be duly signed and stamped. (i.e. all the terms & conditions of tender document are acceptable).
- e) Tender validity for the required period.
- f) Required EMD Chapter-7 (Annex-III) to be provided.
- g) Bidders' consent to provide the required performance security.

### **(B) Technical Evaluation:**

- a) After the tender acceptance, tenders shall be evaluated to assess the technical suitability of the bid with respect to the terms and conditions of the RFP, by the committee constituted by competent authority.
- b) If during the preliminary examination, IMD finds any minor deviations/irregularity and/or non-conformity regarding technical evaluation in a tender, IMD may waive the same provided it does not constitute any material deviation and has no financial impact and, also, does not prejudice or affect the ranking order of the bidders.
- c) Wherever necessary, IMD will convey its observation on such 'minor' issues to the bidder seeking bidder's response by a specified date. If the bidder does not respond by

the specified date or provides evasive/incomplete reply without clarifying the exact point in clear terms, that tender will be liable to be ignored for further processing.

**(C) Financial evaluation:**

- a) After Technical Evaluation, the Price Bids of only the technically qualified bidders shall be opened for further scrutiny and evaluation on a date notified after completion of evaluation of the techno commercial tender.
- b) IMD shall evaluate the technically qualified financial bids for deciding lowest bidder (L-I) on the basis of landing costs of the store including all applicable taxes/levies/duties etc. (wherever applicable)
- c) IF ANY CHARGES ARE NOT INDICATED SPECIFICALLY AND SEPARATELY IN THE BID, SAME WILL BE TREATED AS INCLUSIVE.

## CHAPTER-2

### CONDITIONS OF CONTRACT (CoC)

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.

**NOTE:** *Whenever there is any conflict between the provisions in the GCC regards to specific Para under "List of requirements/ technical specifications", the provision contained in the "List of requirements/ technical specifications" shall prevail and have an over-riding effect.*

Any Special instructions as per "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 "List of requirements/ technical specifications section" etc. will also apply for this purchase.

#### **1. 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.

#### **2. Purchaser's Right to accept any tender and to reject any or all tenders:**

IMD 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.

#### **3. Tender Fee:**

No tender fee is charged on the downloaded and e-tenders.

#### **4. Price preference:**

- a) Price preference shall be given to Micro and Small Industries registered with National Small Industries Corporation or any other government agencies as per the latest guidelines/orders from Government of India.
- b) Purchase preference and quantity etc shall be decided as per the Government of India orders.
- c) The bidders shall have to upload and submit the copy of valid registration certificate.
- d) Micro and small Enterprises are not exempted for performance security or Bank Guarantee (BG) and have to furnish performance security if purchase/work order is placed to them. There is no relaxation in this regard.

## 5. Qualification criteria for Bidders:

### Eligibility:

- i) The Bidder should not be blacklisted by any Central / State Government Department/ Organization/PSU as on the date of submission of bid. Undertaking as per Annexure-VI of Chapter-7 to be submitted.
- ii) **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 23<sup>rd</sup> July 2020 of Min. of Finance, DoE, Public Procurement Division, failing which their bid shall not be accepted and liable to be rejected.**

### Experience and Past Performance:

Bidder should submit individual statement confirming compliance to all of the following with documents.

- a) The average annual financial turnover of 'The bidder' during the last three years, ending on '31<sup>st</sup> March, 2020', should be at Rs. 15 Lakhs. In this regard audited annual balance sheet and profit or loss statement/reports, duly authenticated (by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries) of last three consecutive years shall be submitted along with technical bid. The profit /loss statement should categorically indicate profit or loss for each year.
- b) Bidder firm should not have suffered any financial loss for more than one year during the last three years, ending on the 31st March 2020 or latest last financial year'.

### Contact Details:

The complete name and address of the Indian bidding firm along with permanent income tax account number (PAN) as allotted by the Indian Income Tax authority must be submitted.

## 6. Earnest Money Deposit (EMD): As per NIT

## 7. Performance Security:

### A. Submission

Successful bidder shall submit performance security within thirty (30) days from date of dispatch of supply order/award of contract by IMD or within twenty one (21) days from the receipt of supply order by successful bidder whichever is earlier.

- a) IMD may consider annulment/cancellation of supply order/ award of contract if performance security not received in stipulated time.
- b) There is no relaxation/exemption in submitting of performance security.

- c) Successful bidder, shall furnish performance security to IMD for an amount equal to Three percent (3%) of the total value of the contract valid up to sixty (60) days **beyond** the warranty period.
- d) Performance Security has to be submitted irrespective of its registration in NSIC etc.
- e) Performance security is not relaxed to any supplier/service provider.
- f) Performance Security shall be in any one of the articles namely FDR or BG drawn / issued by a Nationalized bank in the prescribed form, in favour of AO (DDO), DGM, IMD.
- g) In the event of any amendment issued to the contract, successful bidder 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.

## **B. Refund**

IMD will release the already submitted valid performance security without any interest to Successful bidder/service provider on completion of successful bidder's all contractual obligations. Successful bidder shall submit pre-receipt for obtaining back their security.

## **8. Terms of Contract**

Services shall be delivered by Successful bidder in accordance with the terms of delivery schedule specified in the contract.

## **9. Contract schedule:**

- a) As per "Route List" under CHAPTER- 3, the date, on which all the stores as per work order have been transported at each site of IMD shall be treated as the final date of delivery of stores for calculating liquidated damages etc.
- b) Successful bidder is required to apply to IMD for extension of delivery period and obtain the same before dispatch. In case successful bidder 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 be against IMD.

## **10. Force Majeure:**

- a) Force Majeure means an event beyond the control of Successful bidder and not involving Successful bidder's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of IMD 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.

- b) If there is delay in performance or other failures by Successful bidder to perform its obligation under its contract due to event of a Force Majeure, Successful bidder shall not be held responsible for such delays/failures.
- c) If a Force Majeure situation arises, Successful bidder shall promptly notify IMD in writing of such conditions and the cause thereof within twenty one days of occurrence of such event.
- d) Unless otherwise directed by IMD in writing, Successful bidder 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.
- e) 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.
- f) There may be a Force Majeure situation affecting the purchase organization only. In such a situation the purchase organization shall take up with Successful bidder on similar lines as above for further necessary action.

#### **11. Penalty clause/Liquidated damages clause (LD) for delayed delivery of stores**

- a) Successful bidder shall deliver the goods within the time schedule specified by IMD in the "List of requirements/ technical specifications" section and as incorporated in the supply order.
- b) The delivery date shall be considered as the date on which all the items / stores / materials / services etc., have been delivered as per Supply/Purchase order. Any delay shall be taken into account for penalty/LD purpose as per term/conditions of the contract.
- c) Penalty/Liquidated damages shall be calculated on the total purchase/contract price including the element of taxes etc., mentioned in the price bids. This clause is not applicable if the delay occurs because of natural disasters (i.e. Earthquake, Cyclone, Flood etc) L/D shall not be imposed under force majeure conditions.
- d) Once the maximum is reached purchaser may also consider following:
  - i. Forfeiture of the performance security.
  - ii. Termination of the contract for default.
- e) Successful bidder shall not be held responsible for delay in delivery of stores and their installation under the followings reasons:
  - I. Delay in providing Entry permits/Road Permits (if required) to Successful bidder by IMD.*
  - II. Due to delay in any or all of the above conditions the prescribed date of delivery shall be extended by the number of days of delay.*
- f) Successful bidder shall inform to IMD directly in writing regarding any delay on part of IMD.

#### **12. Award Criteria and Tolerance Clause:**

- a) The supply/work order shall be awarded to the eligible responsive Firm/BIDDER, tender, evaluated as the most economical, technically qualified and the most economical (Lowest) for the route/routes only.
- b) The rate contract will be initially for a period of one year. However, the contract may be extended subsequently on mutual consent on same rates and terms & conditions of the contract for the period not more than three

months at a time and to a maximum of six months on review of performance depending upon the requirements and administrative convenience of IMD.

- c) Based on IMD's requirement, firm will have to ensure regular availability of required number of trucks to follow the schedule provided by IMD for smooth transportation of consignments.

### **13 . Modification of contract:**

- a) If necessary, during the period of the contract, IMD may amend the contract, by making alterations and modifications within the general scope of contract and issue a written order in this regard to successful bidder at any time.
- b) If successful bidder doesn't agree to the adjustment made by IMD, successful bidder shall convey its views to IMD, within fifteen (15) days from the date of successful bidder's receipt of IMD's amendment / modification of the contract.

### **14 . Taxes and Duties in India:**

#### **a. Duties and Local Taxes:**

- i. Contractor shall pay Work Contract Taxes (WCT), GST/IGST/SGST/ Service Tax and other taxes where applicable as per existing rules at that time.
- ii. Normally materials to be supplied to Govt. department against Govt. contracts are exempted from levy of town duty, Octroi 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.
- iii. Contractors should ensure that 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.
- iv. Exemption certificates will be issued by the department to avoid payment of such local taxes or duties, however if not accepted by any agency the payment will be reimbursed on production of original receipts.
- v. Successful bidder 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 to avoid delay in the supply of stores.

*Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT (TDS), GST, LBT / Octroi etc.), wherever applicable.*

#### **b. Supply of Road Permits by the indenter / consignee:**

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:-

- i. Successful bidder shall request the indenter/consignee for providing road permit within 10 days of the receipt of the Supply order.



- ii. Successful bidder shall furnish all the necessary information and documents in this regard to consignee.
- iii. On receipt of the above request from successful bidder, IMD concerned shall arrange to provide the road permit/way Bill in the prescribed form to successful bidder within a maximum period of two weeks so that the same reaches successful bidder before the dispatch of the stores.
- iv. However, in cases where the road permit/Way Bill is issued on proof of actual invoice of the material, IMD shall arrange to provide the Road permit/way Bill from appropriate authorities within a maximum period of 10 days from the receipt of invoice.
- v. Successful bidder shall not be held responsible for any delay in supply due to non-supply/delayed supply of road permit.

**c. Income Tax and service tax etc:**

- i. Tax deducted at source (TDS) shall be done before making payment to Successful bidders as per existing law in force. The bidders may visit website of Income Tax Department of India for details of Tax Liabilities, Rules, and Procedures etc.
- ii. The bidders shall have to provide their Permanent Income Tax Number (PAN), TAN and GST registration number.

**15. Terms and Mode of Payment:**

**Payment Terms:** Payment, as per term mentioned below, 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.

**Supply and acceptance:-**

Hundred percent (100%) of total contract value will be paid after receipt and acceptance of goods at site and successive submission of proper Bills with complete documents as per Terms and Conditions of the contract .

**17. Termination of tender by IMD:**

- a) From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact IMD for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- b) In case a bidder attempts to influence IMD in IMD's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by IMD.

- c) IMD, without prejudice to any other contractual rights and remedies available to it (IMD), may, by written notice of default sent to Successful bidder, terminate the contract in whole or in part, if Successful bidder 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 IMD.
- d) In the event of IMD terminates the contract in whole or in part, IMD may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and successful bidder shall be liable to IMD for the extra expenditure, if any, incurred by IMD for arranging such procurement.
- e) If successful bidder becomes bankrupt or otherwise insolvent, IMD reserves the right to terminate the contract at any time, by serving written notice to successful bidder without any compensation, whatsoever, to successful bidder, 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 IMD.

**18 . Arbitration clause:**

- a) If dispute or difference of any kind shall arise between IMD and successful bidder in connection with or relating to the extension of contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- b) 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 IMD or successful bidder 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.
- c) In the case of a dispute or difference arising between IMD/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.
- d) The award of the arbitrator shall be final and binding on the parties to the contract.
- e) Each party shall bear its own cost.

**19. Venue of Arbitration:**

- a) The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi.
- b) The contract shall be interpreted in accordance with the laws of India.

## CHAPTER- 3

### Schedule of Requirement

The **list of requirements** for delivery of meteorological stores within the delivery period are mentioned below in the route list.

#### ROUTE- LIST

S.No	ROUTE LIST		Delivery in Days	Rates (In Rs)	Applicable GST		Total Price(in Rs)
					CGST	SGST	
		<b>9.0 M.T. Load Truck</b>					
1	a	Agra to New Delhi via Ayanagar	9				
	b	New Delhi to Agra via Ayanagar	9				
	c	Agra to New Delhi and back via Ayanagar	11				
2	a	Agra to Chennai via Machilipatnam & Vishakhapatnam	17				
	b	Chennai to Agra via Machilipatnam & Visakhapatnam	17				
	c	Agra to Chennai and back via Machilipatnam & Vishakhapatnam	26				
3		Agra to Thiruvananthapuram via Cochin & Kalikat	17				
4	a	Agra to Kolkata via Gaya & Bankura	15				
	b	Kolkata to Agra via Gaya & Bankura	15				
	c	Agra to Kolkata and back via Gaya & Bankura	23				
5	a	Agra to Goa ( Two point delivery)	14				
	b	Goa to Agra (Two point loading)	14				
	c	Agra to Goa and back (Two point delivery and loading)	21				
6	a	Agra to Agartala via Guwahati	20				
	b	Agartala to Agra via Guwahati	20				
	c	Agra to Agartala and back via Guwahati	30				

7	a	Agra to Mumbai	14				
	b	Mumbai to Agra	14				
	c	Agra to Mumbai and back	20				
8	a	Agra to Nagpur via Bhopal	14				
	b	Nagpur to Agra via Bhopal	14				
	c	Agra to Nagpur and back via Bhopal	21				
		<b>5.0 M.T. Load truck</b>					
9	a	Agra to Amritsar via Ambala	10				
	b	Amritsar to Agra via Ambala	10				
	c	Agra to Amritsar and back via Ambala	13				
10	a	Agra to churu via Jaipur	12				
	b	Churu to Agra via Jaipur	12				
	c	Agra to Churu and back via Jaipur	17				
11	a	Agra to Barmer via Jodhpur	12				
	b	Barmer to Agra via Jodhpur	12				
	c	Agra to Barmer and back via Jodhpur	17				
12	a	Agra to Jaislmer via Bikaner	11				
	b	Jaislmer to Agra via Bikaner	11				
	c	Agra to Jaislmer and back via Bikaner	15				
13	a	Agra to Surat via Aurangabad (Chikalhana)	12				
	b	Surat to Agra via Aurangabad (Chikalhana)	12				
	c	Agra to Surat via Aurangabad (Chikalhana) and back	17				
14	a	Agra to Goa (Two Point delivery at Goa)	14				
	b	Goa to Agra (Two point loading at Goa)	14				

	c	Agra to Goa and back (Two point delivery and loading at Goa)	21				
15	a	Agra to Ratnagiri via Pune	14				
	b	Ratnagiri to Agra via Pune	14				
	c	Agra to Ratnagiri and back via Pune	21				
16	a	Agra to Banglore via Manglore	15				
	b	Banglore to Agra via Manglore	15				

	c	Agra to Banglore and back via Manglore	22				
17	a	Agra to Anantapur via Hyderabad	15				
	b	Anantapur to Agra via Hyderabad	15				
	c	Agra to Anantapur and back via Hyderabad	22				
18	a	Agra to Raipur via Jabalpur & Jagdalpur	13				
	b	Raipur to Agra via Jabalpur & Jagdalpur	13				
	c	Agra to Raipur and back via Jabalpur & Jagdalpur	20				
19	a	Agra to Gopalpur via Balasore & Bhubneswar	17				
	b	Gopalpur to Agra via Balasore via Bhubneswar	17				
	c	Agra to Gopalpur and back via Balasore & BBN	26				
20	a	Agra to Chennai via Kavali	17				
	b	Chennai to Agra via Kavali	17				
	c	Agra to Chennai and back via Kavali	25				
21	a	Agra to Karikal via Chennai	17				
	b	Karikal to Agra via Chennai	17				
	c	Agra to Karikal and back via Chennai	28				

22	a	Agra to Kolkata via Gaya & Bankura	15				
	b	Kolkata to Agra via Gaya & Bankura	15				
	c	Agra to Kolkata and back via Gaya & Bankura	23				
23	a	Agra to Bhagalpur via Patna	13				
	b	Bhagalpur to Agra via Patna	13				
	c	Agra to Bhagalpur and back via Patna	18				
24	a	Agra to Ranchi via Jamsedpur & Jharsuguda	14				
	b	Ranchi to Agra via Jamsedpur & Jharsuguda	14				

	c	Agra to Ranchi and back via Jamsedpur & Jharsuguda	21				
25	a	Agra to Gorakhpur via Lucknow	11				
	b	Gorakhpur to Agra via Lucknow	11				
	c	Agra to Gorakhpur and back via Lucknow	15				
26	a	Agra to Agartala via Guwahati	19				
	b	Agartala to Agra via Guwahati	19				
	c	Agra to Agartala and back via Guwahati	30				
27	a	Agra to Mohanbari via Guwahati	16				
	b	Mohanbari to Agra via Guwahati	16				
	c	Agra to Mohanbari and back via Guwahati	28				
28	a	Agra to Imphal via Guwahati	16				
	b	Imphal to Agra via Guwahati	16				
	c	Agra to Imphal and back via Guwahati	28				

29	a	Agra to Nagpur via Bhopal	14				
	b	Nagpur to Agra via Bhopal	14				
	c	Agra to Nagpur and back via Bhopal	21				
30	a	Agra to Bhuj via Deesa	12				
	b	Bhuj to Agra via Deesa	12				
	c	Agra to Bhuj and back via Deesa	17				
31	a	Agra to Gadag via Manglore	15				
	b	Gadag to Agra via Manglore	15				
	c	Agra to Gadag and back via Manglore	22				
32	a	Agra to Mumbai	14				
	b	Mumbai to Agra	14				

	c	Agra to Mumbai and back	20				
33	a	Agra to Veraval via Udaipur and Ahmedabad	14				
	b	Veraval to Agra via Udaipur and Ahmedabad	14				
	c	Agra to Veraval and back via Udaipur and Ahmedabad	21				
34	a	Agra to Thiruvananthapuram via Cochin	17				
	b	Thiruvananthapuram to Agra via Cochin	17				
	c	Agra to Thiruvananthapuram and back via Cochin	30				
35	a	Agra to New Delhi via Ayanagar	9				
	b	New Delhi to Agra via Ayanagar	9				
	c	Agra to New Delhi and back via Ayanagar	11				
36	a	Agra to Ahemdabad via Udaipur	14				
	b	Ahemdabad to Agra via Udaipur	14				
	c	Agra to Ahemdabad and back via Udaipur	21				
37		Agra to Port Blair (By Road & Ship)	60				
38		Agra to Amini & Minicoy (Lakshdweep) (By road & Ship)	60				
		<b>3.5 M.T. Load truck</b>					
39	a	Agra to Dehradun	10				
	b	Dehradun to Agra	10				
	c	Agra to Dehradun and back	13				
40	a	Agra to Gwalior	10				
	b	Gwalior to Agra	10				
	c	Agra to Gwalior and back	13				
41	a	Agra to Sriganaganagar	12				
	b	Sriganaganagar to Agra	12				

	c	Agra to Sriganaganar and back	17				
42	a	Agra to Sundernagar	11				
	b	Sundernagar to Agra	11				
	c	Agra to Sundernagar and back	15				
43	a	Agra to Bareilly	10				
	b	Bareilly to Agra	10				
	c	Agra to Bareilly and back	13				
44	a	Agra to Baharich	11				
	b	Baharich to Agra	11				
	c	Agra to Baharich and back	15				
45	a	Agra to Kota	11				
	b	Kota to Agra	11				
	c	Agra to Kota and back	15				

46	a	Agra to Allahabad	10				
	b	Allahabad to Agra	10				
	c	Agra to Allahabad and back	13				
47	a	Agra to Ambala	10				
	b	Ambala to Agra	10				
	c	Agra to Ambala and back	13				
48		Agra to Srinagar	13				
49	a	Agra to Amritsar	10				
	b	Amritsar to Agra	10				
	c	Agra to Amritsar and back	13				
50	a	Agra to Jharsuguda	12				
	b	Jharsuguda to Agra	12				
	c	Agra to Jharsuguda and back	16				
51	a	Agra to Raipur	12				
	b	Raipur to Agra	12				
	c	Agra to Raipur and back	16				
52	a	Agra to Jabalpur	11				
	b	Jabalpur to Agra	11				
	c	Agra to Jabalpur and back	15				



53	a	Agra to Patiala	11				
	b	Patiala to Agra	11				
	c	Agra to Patiala and back	15				
54	a	Agra to Goa (Two point delivery)	14				
	b	Goa (Two point loading) to Agra	14				
	c	Agra to Goa (Two point delivery and loading at Goa)and back	20				
55	a	Agra to Trichi	14				
	b	Trichi to Agra	14				
	c	Agra to Trichi and back	21				
56		Agra to Gangtok and back	13				
57		Agra to Jalpaiguri and back	13				
58	a	Agra to Gadag	14				
	b	Gadag to Agra	14				
	c	Agra to Gadag and back	21				
59	a	Agra to New Delhi (H.Q.) /Ayanagar	9				
	b	New Delhi (H.Q.)/Ayanagar to Agra	9				
	c	Agra to New Delhi(H.Q.)/Ayanagar to Agra and back	11				
60	a	Agra to Anantapur	14				
	b	Anantapur to Agra	14				
	c	Agra to Anantapur and back	22				
61	a	Agra to Jammu	12				
	b	Jammu to Agra	13				
	c	Agra to Jammu and back	20				
62	a	Agra to Ramagundam	14				
	b	Ramagundam to Agra	14				
	c	Agra to Ramagundam and back	22				

## CHAPTER- 4

### Specification & allied Technical Details

#### Introduction

India Meteorological Department (IMD) is engaged in collection of upper air meteorological data for weather forecasting by releasing instrument attached with rubber balloon (Balloon filled by Hydrogen gas at various stations all over India.

IMD is seeking to hire private transporter/firms for the transportation of chemicals and hydrogen gas cylinders (full / empty) from Hydrogen Gas Factory, Agra to all RS/RW and PBO stations spread all over India through private trucks.

#### Purpose of RFP

This RFP is an invitation for potential bidders to participate and submit competitive offer for transportation of these goods by different capacity trucks i.e. 3.5 / 5.0 / 9.0 M.T. on a contract for one year.

#### Terms & Conditions

On-line quotations are invited from the registered transport contractors on behalf of Director General of Meteorology, India Meteorological Department, Lodi Road, New Delhi-110003 for **the transportation of Met stores (Chemical bags and highly inflammable full & empty Hydrogen gas cylinders)** from Hydrogen Factory, (Govt. Of India), Gwalior Road, Agra, U.P. to our various observatories spread across the country on different routes (As per enclosed route list) through private trucks (9.0 / 5.0 / 3.5 M.T. load capacity).

Quotations of rates for all the routes in the attached route-list **including loading/unloading charges at both ends** with the following terms & conditions may be submitted.

The following **terms and conditions** must be adhered to by the successful bidder:

1. Quoted rates should be valid up to one year from the date of agreement by this office. These rates will be valid even if there is any increase in rates of fuel or other operating costs. However, rise in state taxes or new taxes imposed, are reimbursable.
2. A FDR/ Nationalized bank guarantee as per Annexure-IV of Chapter 7, drawn in favour of **A.O. (D.D.O.) , DGM , IMD , New Delhi-110003** is to be deposited with this office as security deposit by the successful bidder. This will be the pre-requisite before getting the work order. If the security is already deposited with this office for any earlier transportation contract, its amount may be updated / revalidated to meet the tender requirement.
3. Security deposit shall be refundable (on request of the firm & fulfilling the required formalities by the firm) after successful completion of the transportation contract. Security deposit shall stand forfeited for breach of any term & condition of the contract.

4. The transporter/firm shall be fully responsible for the safe and timely delivery of the consignments **including Loading / Unloading** etc. at both ends that will be arranged by the transporter/firm at its own cost.
5. In case of any mid-journey breakdown of truck, alternate arrangements will be made by transporter/firm under intimation to this office at no extra cost within the prescribed days as per time schedule mentioned for each route to avoid any penalty, etc.
6. The truck carrying consignments of this department will not carry any additional goods belonging to some other party.
7. Transporter/firm will have to ensure regular availability of required number of trucks to follow the schedule provided by IMD for smooth transportation of consignments.
8. Detention or any other charges including toll/octroi taxes whatsoever may be the reason, shall be paid by the contractor/Firm.
9. Contract can be terminated by giving at least three months notice by either side within the contract period.
10. The goods receipt of the consignment will be issued at carrier's risk
11. Full cost of any items damaged or lost in transit will be recovered from the transporter/firm. Cost of the item will be decided by this office and will be final and shall be acceptable by the transporter/firm.
12. Transporter/firm has to ensure full truck load (9.0/5.0/3.5 M.T.) as per the contract. If truck carries under load of the consignment, then bill shall be passed for proportionate freight only. In case of overweight of the consignment, the case can be considered in exceptional case only, provided the firm produces proper documents / proof in its favour to this department, before commencement of journey.
13. Weighing of the goods, if required, will be done in the physical presence of representative/official deputed by this office or any of field officers(Consignees / Consignors) and billing will be restricted to prescribed tonnage limits as per Motor Vehicle Act.
14. The driver of the vehicle must have proper and valid heavy vehicle driving license.
15. The contract will be initially for a period of one year. However, the contract may be extended subsequently on mutual consent on same rate and terms & conditions for a period not more than three months at a time and max. of six months on review of performance depending upon the requirements and administrative convenience of IMD.
16. The transporting vehicle must have the appropriate insurance for the transport used for carrying the material under the contract.

17. The goods receipt of the consignment will be issued at carrier's risk.
18. Payments shall be made against the pre-receipted bill in triplicate in favour of DGM, India Meteorological Department, Lodhi Road, New Delhi-110003 along with acknowledgement receipt of the goods and photo copy of the work order as issued by this office to the transporter/firm. The formal bill will be sent by the transporter/firm to this office after satisfactory completion / Execution of the work(s).
19. The successful bidder must produce an authority letter & ID proof (PAN/Voter card/DL/Passport/Aadhar card) of the authorized person and copy of work order issued by this office, for taking/delivering (on each occasion) the consignment from H.F. Agra or any other Met. Office.
20. Any tender of a service provider can be rejected by the TEC Committee based on poor performance rendered earlier with IMD.
21. DGM, IMD New Delhi -110003 reserves the right to accept or reject the lowest quotation in whole or part and reject any or all the quotations without assigning any reason thereof.
22. In case of any dispute, sole arbitrator will be appointed by DGM, IMD, New Delhi- 110003 who will act independently and unbiased manner and who will be acceptable to both the parties. The jurisdiction of arbitration will be New Delhi.
23. Decisions & Directions of the DGM, IMD, New Delhi-110003 shall be final and acceptable.
24. The transporter has to deliver the stores at specified destination within specified number of days as mentioned in the route lists excluding the day of issue of the work order, failing which an amount @Rs 2000/- per day for 9.0 M.T. truck (HGV), Rs.1500/- per day for 5.0 M.T. truck & Rs. 1000/- per day for 3.5 M.T. truck shall be deducted from the respective bill. A maximum of 10% on freight charges in each case, can be deducted as penalty. This clause is not applicable if the delay occurs because of natural disasters (i.e. Earthquake, Cyclone, Flood etc). L/D shall not be imposed under force majeure conditions.
25. Security deposit shall stand forfeited for breach of any term & condition of the contract.
26. Security deposit shall be refundable (on request of the firm & fulfilling the required formalities by the firm) after successful completion of the transportation contract.
27. ***Rates should be quoted for each route in enclosed route list excluding applicable GST or any other related levies. Each page of the route list should be duly signed with seal in PDF format.***

28. The transporter will facilitate loading/unloading of goods at any station which falls enroute while booking an order.
29. The tender response must include information in respect of following (with selfattested copies) so as to facilitate sustainable evaluation thereof.
- I. (a) PAN (b) TAN (c) Registration with transport authority.
  - II. The transporter should have a min. turn over Rs. 15,00,000/- ( Rs. Fifteen five lakh only) each year during last two financial year 2018-19, 2019-20. A copy of the same duly certified by the C.A. is to be furnished with the tender documents.
  - III. Copy of ITR for the last two financial year 2018-19, 2019-20 should be submitted. The said documents to be scanned and uploaded with bid documents and original must be submitted before the opening of tender.
  - IV. Movable / Immovable assets with liabilities, if any.
  - V. Brief about services being rendered to various Central/State Government, Departments including public sectors undertakings along with documentary proof.
  - VI. List of offices/ godowns in various cities/towns, including the franchise/agents, if any, with their addresses & telephone/fax Numbers etc.
  - VII. As per Govt. of India, Ministry of finance Goods & Services tax, (GST) comes into existence w.e.f. 01/7/2017, GST registration document or exemption documents, may also be submitted.

## CHAPTER-5

### PRICE SCHEDULE **(Financial Bid format)**

### Annexure-V

#### FORMAT FOR DELIVERABLES FOR TRANSPORTATION SERVICES

S. No.	Items Description	Qty.	Model & country of origin	Cost Per Unit	Taxes	Total cost
1	Transportation services to various locations as mentioned under route list in the RFP					
2	Any other unit/ sub units/ item not listed above					

**Total Tender price in figure:**

**Total Tender price in words:**

Note/Instruction:

1. The bidder shall use their own letter head for quoting the prices. Document should be signed and stamped on all the pages.
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. If taxes not mentioned, then it is treated that price quoted is inclusive of taxes.
4. Costing for each and every items and sub items which is offered in technical bid shall be done with all breakups.
5. Price Bid (in pdf format excluding note/instruction) shall be uploaded on eprocure.gov.in

Signature of Bidder

Seal of the Bidder

## CHAPTER-6

### CONTRACT FORM

### Annexure-II

#### **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-110003**

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-I

#### 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) document 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-II)		
5.	Is the bid signed?(Tenders is liable to be rejected if not signed)		
6.	Is the clause-by-clause compliance 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 work 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 work order is to be placed?		
13.	Whether un-priced bid similar to price bid with price hidden as per Chapter-4 is enclosed?		
14.	Whether Signed Integrity Pact document as per enclosed format is attached?	N/A	N/A
15.	Whether bidder has submitted compliance certificate as per S.No. 12 of Chapter-I of Tender documents		
16.	Whether bidder has given compliance of MII clause as per S.No. 5 (ii) of Chapter-2 of Tender documents		



**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

**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)**

To:

(Consignee Name and address)

Date:

**Subject:** Non-Blacklisting declaration in connection with TENDER No: .....dated  
..... For TRANSPORTATION OF HYDROGEN GAS CYLINDERS AND OTHER  
METEOROLOGICAL STORES LIKE CAUSTIC SODA AND FERROSILICON  
THROUGH PVT. TRUCKSON RATE CONTRACT BASIS.

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 OTHER METEOROLOGICAL 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