



**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: 06.12.2022

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 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) for Republic day Celebrations 2023 (White Balloons - 3000 nos., Green Balloons -3000 nos., Saffron Balloons - 3000 nos).
3. Specification and Quantity : As per Tender Document
4. Tender schedule is as follows:

1.	Closing date and time for submission of tender	17.12.2022 / 1700 Hrs.
2.	Tender Opening date & time	19.12.2022 / 1200 Hrs.
3.	Place of Tender Opening	Central Purchase Unit, O/o DGM, IMD, Lodi Road ,New Delhi.

5. **Earnest Money Deposit (EMD):** Rs.12,400/- (Rupees Twelve Thousand Four Hundred only). EMD shall be accepted from the participating firm only in the form of Bank Guarantee (BG)/FDR. Banker's Cheque/Demand Draft are NOT acceptable.
6. Signed and scanned copy of EMD document/MSME-NSIC Certificate must be uploaded on CPP Portal at <https://eprocure.gov.in/eprocure/app>. Original EMD document in the form of BG/FDR and Hard Copy of MSME/NSIC Certificate for EMD-Exemption must be submitted in Central Purchase Unit (CPU) room No.517 on or before closing of bids submission date. EMD shall be valid for 240 days from the date of opening of tender.
7. (a) Micro and small Enterprises registered as OEM for stores and services specified in this tender with any government bodies specified by Ministry of Micro, Small & Medium Enterprises are exempted for submitting the earnest money deposit (EMD). (b) Firms other than SSI registered as OEM for stores and services NSIC, are also exempted for submitting EMD. (c) The exemption and relaxation in EMD are subject to validity of their registration on the date of opening of tender.

8. Bidders may download the **Tender Enquiry Document** from the web site www.imd.gov.in & www.eprocurement.gov.in/cpp and read the tender documents carefully before uploading the tender on CPP Portal.
9. 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.
10. In the event of the tender opening date being declared as holiday for the purchase organization, the tender will be opened on the next working day. The venue and time of tender opening will remain the same.
11. EMD should be issued in the favour of “O/o Director General of Meteorology, IMD, New Delhi” and payable at New Delhi.
12. Purchaser: The President of India
Through Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003
13. Consignee: Head UAID, O/o DGM,
India Meteorological Department,
Lodi Road, New Delhi-110003
+91-9868085356
14. Delivery at/Place of service: UAID (Workshop), O/o DGM,
India Meteorological Department,
Lodi Road, New Delhi-110003.
15. Inspecting Authority: Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003.
16. Inspection officer : Authorized Representative of Inspecting Authority
Director, Central Purchase Unit (CPU)
O/o Director General of Meteorology,
India Meteorological Department,
Lodi Road, New Delhi-110003.



**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 : 06.12.2022

1. 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 के लिए तिरंगे के गुब्बारों 20)ग्रामकी खरीद (समारोह) 2023 सफेद गुब्बारे 3000 -संख्या, हरे गुब्बारे 3000 -नग, केसर के गुब्बारे 3000 -नग।(

3. विनिर्देशन और मात्रा : टेंडर डॉक्यूमेंट के अनुसार

4. निविदा अनुसूची इस प्रकार है:

1.	निविदा जमा करने की अंतिम तिथि व समय	दिनांक 17.12.2022/ 1700 बजे
2.	निविदा खोलने की तिथि व समय (तकनीकी बिड)	दिनांक 19.12.2022/ 1200 बजे
3.	निविदा खोलने का स्थान	केंद्रीय क्रय एकक, मौ.वि.म.नि. का कार्यालय भा.मौ.वि. , लोदी रोड, नई दिल्ली

5. बयाना राशि जमा (ईएमडी): 12 ,400/- रुपये (बारह हजार चार सौ रुपये मात्र)। भाग लेने वाली फर्म से ईएमडी केवल बैंक गारंटी (बीजी)/एफडीआर के रूप में ही स्वीकार की जाएगी। बैंकर्स चेक/डिमांड ड्राफ्ट स्वीकार्य नहीं हैं।

6. EMD दस्तावेज़/MSME-NSIC प्रमाणपत्र की हस्ताक्षरित और स्कैन की हुई कॉपी को CPP पोर्टल <https://eprocure.gov.in/eprocure/app> पर अपलोड किया जाना चाहिए। बीजी एफडीआर के रूप में मूल/ एनएसआईसी प्रमाणपत्र की हार्ड कॉपी सेंट्रल परचेज/ छूट के लिए एमएसएमई- ईएमडी दस्तावेज और ईएमडी में बोली जमा करने की तारी 517 कमरा नंबर (सीपीयू) यूनिटख को या उससे पहले जमा की जानी चाहिए। ईएमडी निविदा खोलने की तारीख से दिनों के लिए वैध होगी। 240

7. सूक्ष्म (ए), लघु और मध्यम उद्यम मंत्रालय द्वारा निर्दिष्ट किसी भी सरकारी निकाय के साथ इस निविदा में निर्दिष्ट दुकानों और सेवाओं के लिए ओईएम के रूप में पंजीकृत सूक्ष्म और लघु उद्यमों को बयाना जमा एनएसआईसी स्टोर और सेवाओं के लिए ओईएम के रूप में (बी) जमा करने से छूट दी गई है। (ईएमडी) ईएमडी में छूट (सी) पंजीकृत एसएसआई के अलावा अन्य फर्मों को भी ईएमडी जमा करने से छूट दी गई है। और छूट निविदा खोलने की तारीख पर उनके पंजीकरण की वैधता के अधीन है।
8. निविदाकर्ता www.imd.gov.in और www.eprocure.gov.in वेबसाइट से निविदा जांच कागजात डाउनलोड कर सकते हैं और डाउनलोड किए गए कागजात ध्यान से पढ़कर अपनी निविदा सी पी पी पोर्टल पर डालें।
9. निविदाकर्ताओं को यह सुनिश्चित करना होगा कि उनकी सभी निविदाएँ सभी तरह से पूर्ण हैं किसी भी प्रकार के विलम्ब अथवा नुकसान के लिए क्रय संगठन जिम्मेवार नहीं होगा।
10. यदि निविदा खोलने की तारीख के दिन क्रय संगठन का अवकाश घोषित होता है तो निविदा अगले कार्य दिवस को खोली जाएगी। निविदा खोलने का स्थान और तारीख वही रहेंगे।
11. **बयाना राशि जमा (ईएमडी)**" मौसम विज्ञान महानिदेशक, आईएमडी, नई दिल्ली "के पक्ष में जारी किया जाना चाहिए और नई दिल्ली में देय होना चाहिए।
12. क्रयकर्ता: भारत के महामहिम राष्ट्रपति
भा.मौ.वि.वि.के माध्यम से
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003
13. परेषिति: प्रमुख, यू. ए. आई. डी,
महानिदेशक का कार्यालय
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
+91-9868085356
14. सेवा का स्थान: प्रमुख, यू. ए. आई. डी.,
महानिदेशक का कार्यालय,
भारत मौसम विज्ञान विभाग,
लोदी रोड, नई दिल्ली-110003
15. जाँच प्राधिकारी: मौसम विज्ञान के महानिदेशक
भारत मौसम विज्ञान विभाग
लोदी रोड, नई दिल्ली-110003
16. जाँच अधिकारी: जाँच प्राधिकारी का प्राधिकृत प्रतिनिधि

निदेशक, केंद्रीय क्रय एकक(कें.क्र.ए) ,
मौसम विज्ञान के महानिदेशक का कार्यालय,
लोदी रोड, नई दिल्ली- 110003.



Government of India
Ministry of Earth Sciences
India Meteorological Department
Lodi Road, New Delhi-110003

TENDER DOCUMENT

FOR

**PROCUREMENT OF TRI-COLOR-BALLOONS FOR BALLOON RELEASE
PROGRAMME ON REPUBLIC DAY CELEBTATION - 2023 (9000 Nos.)**

**UAID, DGM
Lodi Road
New Delhi-110003**

CHAPTER- 1

Specification & allied Technical Details

1. General Requirements

These ceremonial balloons are required for balloon release program on Republic Day-2023.

2. Material & 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 with tissue be of 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. The balloons shall be robust to withstand helium gas up to the altitude as prescribed by the wight and balance sheet/ Calculations in the environmental conditions of Delhi in the month of January.

(c). The colour of the balloon shall be deepbright and of **uniform shade**. The balloons should maintain the the depth ,contrast and colour on inflation.

3.Specifications

Colour	Weight in (gms)	Neck Length (mm)	Neck Circumference (cm)	Minimum un-inflated circumference (cm)	Minimum Bursting Circumference (meter)	Minimum Bursting Height (km)	Length of balloons including Neck (cm)
1	2	3	4	5	6	7	8
White/ Green/ Saffron	20 ±2	78 ± 2	8 ±1	48cm	2.8 + 0.2	03 Km	36± 1 cm

4.Quantity

White coloured balloons	:	3000 Nos.
Green coloured balloons	:	3000 Nos.
Saffron coloured balloons	:	3000 Nos.

Total: 9000 Nos.

The colour should be uniform, deep and fast. The weight of balloons and the dimensions should be in compliance with the specifications listed above.

5. 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.

6. Packing

(a). Each balloon shall be thoroughly dried and dusted with a dry non-toxic 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.

7. 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 be carefully examined to see whether it adheres to the tolerance limits prescribed as regards to its weight, dimension, etc. The balloons shall then be inflated with air till it bursts. 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.

8. Warranty

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

9. Delivery Schedule

9000 Nos. (3000 Nos. White, 3000 Nos. Green & 3000 Nos. Saffron) Tri-colour balloons should be supplied between 1st January to 10th January 2023 positively.

10. Mode of Shipment

By Rail/ Road.

11. Address of the Consignee

Head (UAID), office of DGM, IMD, Lodhi Road, New Delhi-110003

12. **Payment:** The payment will be made after test and acceptance of the store.

CHAPTER-2

INSTRUCTIONS TO BIDDERS

(1) Introduction:

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

(2) Price Bid:

- (i) All pages of the price bid should be page numbered, indexed and signed with company/firm seal by authorized signatory.
- (ii) Prices should be quoted as per price schedule format (**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 **bid** 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. **Tender documents should not be uploaded with bid on 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). Unresponsive bids:**

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

- (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-I of Tender document) not properly filled and enclosed.
- (iii) Tender Acceptance Form (Annexure-II) 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 **Earnest Money Deposit (EMD)** 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 <https://eprocurement.gov.in> shall be treated as unresponsive.

(b). Bid Evaluation:

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

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

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

CHAPTER-3

Other standard Terms and Conditions of the Tender

I. 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.

II. Bid Documentation

The following documents are to be submitted by the bidder along with Technical specifications as per the eligibility conditions applicable.

- a) Registration certificate of bidder 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).**
- d) Original EMD in physical form shall be submitted to Central Purchase Unit, Office of DGM, IMD, on or before opening of tender.
- e) Documentary evidence for fulfillment of Eligibility /Qualification criteria.
- f) Tender terms & Conditions Acceptance Form (as per **Annexure-II**) duly signed.
- g) Bid duly signed and stamped on all pages.
- h) List of deliverables shall be submitted with details of stores being offered etc.
- i) Prices shall be preferred as per price schedule format.
- J) In case any charges for items are not mentioned in the price bid, it will be treated as all such items are free of cost.
- K) Vendors shall quote prices on F.O.R/FCA (at the sites of consignee) basis.
- L) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.

NOTE: The above documents must be signed (all pages), stamped and scanned& shall be attached in the beginning of technical bid.

1. Earnest Money Deposit (EMD):

- a) The Supplier shall furnish earnest money deposit along with its tender, for an amount as shown in the tender notice.

- b) The Supplier who are registered as Micro and small Enterprises specified by Ministry of Micro, Small & Medium Enterprises (MSME) for the specific item and services being procured under this tender are exempted from EMD.
- c) The EMD shall be furnished in Fixed Deposit Receipt (FDR) or Bank Guarantee (BG) (as per **Annexure-III**) from any Nationalized bank in India.
- d) FDR may be issued in the favour of "DDO, O/o DGM, IMD, New Delhi". Bank Guarantee issued from the foreign banks must be authenticated by STATE BANK OF INDIA or any other Nationalized Bank of India. The clause "encashment/release of FDR/BG requires clearance certificate from Purchaser i.e. DGM, IMD must be mentioned in issued FDR/ BG by Bank.
- e) The earnest money shall be valid for period of sixty (60) days beyond the validity period of the tender.

3. Refund of EMD:

- a) EMD of the unsuccessful Bidder will be returned to them without any interest, after expiry of the tender validity period.
- b) EMD of the successful Bidder will be returned without any interest, after receipt of performance security from the successful contractor.
- c) Successful Bidder shall submit pre-receipt for obtaining back their security.

2. Forfeit of EMD:

- a) Earnest money of a Supplier will be forfeited, if the Supplier withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of IMD.
- b) The successful Bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if contractor fails to furnish the required performance security within the specified period.
- c) Supplier shall have to extend the validity of EMD if extension of tender validity is agreed on the request of purchaser.

3. Performance Security:

A. Submission

Successful Bidder shall submit performance security as per **Annexure-IV**, within thirty (30) days from date of dispatch of contract agreement/award of contract by IMD or within twenty one (21) days from the receipt of contract agreement by Successful contractor whichever is earlier.

- a) IMD may consider annulment/cancellation of contract agreement/ 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 excluding CAMC, if any, 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 successful Bidder.
- f) Performance Security shall be in any one of the articles namely FDR or BG or Insurance Surety Bond drawn / issued by a Nationalized bank in the prescribed form, in favour of IMD.
- g) In the event of any amendment issued to the contract, Successful contractor 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/contractor/service provider on completion of Successful all contractual obligations including the warranty etc. Successful supplier shall submit pre-receipt for obtaining back their security.

1. Taxes and Duties in India:

- a. **Duties and Local Taxes:**
 - i. Supplier shall pay Work Contract Taxes (WCT), GST/IGST/SGST/ Service Tax and other taxes where applicable as per existing rules at the time of supply of the store. It shall be included in the cost as quoted.
 - 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. IMD is exempted from payment of local taxes/ levies i.e.town duty, Octroi duty, terminal tax etc. Certificate for the same shall be issued to the supplier. However, in case, some department does not honour the certificate of IMD the contractor may make payment for the same and seek reimbursement from the department with prior information and written permission of IMD.
 - iv. Supplier shall pay the Octroi, entry tax etc. if exemption certificate not agreed by local authorities and same may be got reimbursed from purchaser on proof of payments to avoid delay in the supply of stores.

Note: *All payments due under the Supply Order 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. Supplier shall request the indenter/consignee for providing Road permit within 10 days of the receipt of the contract agreement.
- ii. Supplier shall furnish all the necessary information and documents in this regard to consignee.
- iii. On receipt of the above request from Successful contractor, IMD concerned shall arrange to provide the Road permit/way Bill in the prescribed form to Successful contractor within a maximum period of 20 days so that the same reaches Successful contractor 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 20 days from the receipt of invoice.
- v. Successful contractor shall not be held responsible for any delay in supply due to non-supply/delayed supply of Road permit provided he applies for it in time.

c. Income Tax and service tax etc:

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

d. Income Tax and service tax etc:

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

2. Terms and Mode of Payment:

- A) **Payment Terms:** 100% payment after test and acceptance of the store 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.

Following documents shall be submitted by the supplier:

- a) Three copies of invoice showing S.O. number, goods description, quantity, unit price and total amount.
- b) Consignee Receipt Certificate in original issued by the authorized representative of IMD.
- c) Copies of delivery Challan identifying contents of each package.
- d) Inspection certificate by the nominated Inspection agency, if any. Insurance Certificate.
- e) Final Acceptance Report from consignee.

B). Penalty clause/Liquidated damages clause (LD) for delayed delivery of stores & Services:

- a) Successful contractor shall deliver the goods and perform the services (delivery, installation, acceptance and commissioning) under the contract within the time schedule specified by IMD in the "List of requirements/ technical specifications" section and as incorporated in the contract agreement.
- 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.
- d) IMD shall, without prejudice to other rights and remedies available to IMD under the contract, deduct as penalty/liquidate damage from the contract price, a sum equivalent to 0.5% (half percent of cost of stores) per week of delay or part thereof on delayed supply of goods and/or delayed services in deviation to the milestone in Delivery Schedule, mentioned elsewhere in the document, subject to a maximum of 10% of the total contract value.
- e) L/D shall not be imposed under force majeure conditions.
- f) Once the maximum is reached purchaser may also consider following:
 - i. Forfeiture of the performance security.
 - ii. Termination of the contract for default.
- g) Successful contractor shall not be held responsible for delay in delivery of stores and their installation under the following reasons:

- I. Delay in providing Entry permits/Road Permits (if required) to Successful contractor by IMD.*
 - II. Delay in providing proper site(s) by IMD to Successful contractor, for installation of stores.*
 - III. Delay in providing No Objection Certificate (NOC), required from any other government agency/agencies. Communication facility required for project to be provided to Successful contractor by IMD, if it is not the responsibility of contractor.*
 - IV. 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.*
- h) Successful contractor shall inform to IMD directly in writing regarding any delay on part of IMD.

Force Majeure:

- a) Force Majeure means an event beyond the control of Successful contractor and not involving Successful contractor'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 contractor to perform its obligation under its contract due to event of a Force Majeure, Successful contractor shall not be held responsible for such delays/failures.
- c) If a Force Majeure situation arises, Successful contractor 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 contractor 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, the department may at its discretion terminate the contract without any financial repercussion.
- 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 contractor on similar lines as above for further necessary action.

CHAPTER- 4

Schedule of Requirement

- i) Total 9000 nos. Tri-coloured Balloons (White Balloons- 3000 nos., Green Balloons- 3000 nos., Saffron Balloons- 3000 nos.) should be supplied between 1st January to 10th January 2023 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,
NewDelhi-110003.**

CHAPTER- 5**PRICE SCHEDULE**
(Financial Bid format)

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

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. 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

STANDARD FORMS**Annexure-I****CHECKLIST**

S. No	Activity	Compliance Yes/ No/ NA	Page& Para No. of the bid Document
1.	Is Registration certificate of the Indian Contractor with any state or central government body of India attached with technical bid?		
2.	Is Earnest Money Deposit (EMD) (Bank Guarantee /FDR) of required amount enclosed ? (as per Annexure-III)		
3.	Is the EMD submitted by the contractor other than participating contractor? If yes, then bid is likely to be rejected.		
4.	Is Registration certificate from NSIC/Government bodies on SSI attached for relaxation of EMD?		
5.	Is validity of EMD kept for 240 days?		
6.	Is the validity of bid as per the TE document?		
7.	Is the Tender Terms & Conditions Acceptance Form duly filled and signed (i.e. terms and conditions are acceptable)? (as per Annexure-II)		
8.	Is the bid signed?(Tenders is liable to be rejected if not signed)		
9.	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.		
10.	Is the copy of the last purchase order(s) and end user Certificate enclosed?		
11.	Is tender Submitted by an Indian Original Equipment Manufacturer (IOEM)?		
12.	Is tender submitted by a Foreign Original Equipment Manufacturer?		
13.	Whether Back-to-back support agreement with equipment manufacturer and software developer company attached?		
14.	Whether Permanent Account No. of bidding contractor with proof is provided.		
15.	Is sales & service tax number/GST with registration certificate		

	attached?		
16.	Name of the contractor who quoted the price?		
17.	Name of tender currency?		
18.	Name of the contractor with complete address to whom contract agreement is to be Placed?		
19.	Whether un-priced bid similar to price bid with price hidden as per Chapter-4 is enclosed?		
20.	Whether Signed Integrity Pact document as per enclosed format is attached?		
21.	Whether the proforma for performance Statement with documentary proof as per Annexure-VII is enclosed?		

(Name & Signature with date and contractor/company seal)

TENDER TERMS & CONDITIONS ACCEPTANCE FORM

(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-in the delivery schedule specified in the "TENDER DOCUMENT- Chapter-3/ technical specifications".

I/We further confirm that, if supply / purchase order is placed to our firm, we shall provide performance security of required amount in an acceptable form for due performance of the contract within the 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 litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

I/We confirm that we have not been 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 Authority 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. Contractor/company shall use their own printed letter head for issuing this certificate.
2. Acceptance shall be unconditional.

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

(Format only)

Whereas

(hereinafter called the "tenderer")

has submitted their offer dated

for the supply of

(hereinafter called the "tender")

Against IMD's tender enquiry No

KNOW ALL MEN by these presents that WE

of having our registered office at

..... are bound into . (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 20 .

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by IMD during the period of its validity:-

- If the tenderer fails to furnish the Performance Security for the due performance of the contract.
- Fails or refuses to accept/execute the contract.

We undertake to pay the "Director General of Meteorology, India Meteorological Department", up to above amount upon receipt of its first written demand, without IMD having to substantiate demand, provided that in its demand IMD will note that the amount claimed by it is due to owing to the occurrence of one or both the two conditions, specifying the occurred condition / conditions.

This guarantee will remain in force up to and including 180 days or after the finalisation of tender 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 contractor) (Hereinafter called “Successful contractor”) 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 contractor 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 contractor such a bank guarantee;

NOW THEREFORE we hereby contract that we are guarantors and responsible to you, on behalf of Successful contractor, 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 contractor 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 contractor 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 contractor 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:

Date:

(Consignee Name and address)

Subject: Non-Blacklisting declaration in connection with RFP No:dated for supply of Eight (08) no. of SSPA based X-Band Dual Pol DWRs to India Met Department.

Dear Sir,

This is to notify that our Contractor/Company/Organization intends to submit a proposal in response to invitation for RFP No: for supply of Eight (08) no of SSPA based X-Band Dual Pol DWRs to India Met Department. 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,

[Supplier's Name]

Name Title Signature

Note: Any Government of India order or instruction in contradiction or augmentation of the conditions of this document as and when applicable shall overwrite or augment the conditions of this document.